

John Canning
by Vicki Spumelli
Deputy Commissioner
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of February 6, 2018

RESOLUTION P-4-18

WHEREAS, The 2018 Budget, adopted October 24, 2017 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, The adoption of said 2018 Budget, on October 24, 2017, was by a Resolution of the Town Board; and

WHEREAS, Resolution #P1063, dated December 12, 1972, provides a procedure for the amendment of the Resolution establishing grades, salaries and titles as required and requested by Department Heads,

NOW, THEREFORE, BE IT RESOLVED, That the Budget as adopted be and hereby is amended to reflect the approved additions and deletions as indicated by the attached.

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

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

cc: Supervisor
Town Attorney
Comptroller
Human Resources
Payroll
Town Board

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

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

	<u>THROUGH STREET</u>	<u>STOP STREET</u>
BETHPAGE	BROADWAY	BERKHARDT AVENUE, eastbound
FARMINGDALE	OAK STREET	WALNUT AVENUE, east & west
HICKSVILLE	WEST AVENUE	GENESEE STREET, east & west
PLAINVIEW	GROHMANS LANE	LINCOLN ROAD SOUTH, eastbound
	MANETTO HILL ROAD	LIBRARY LANE, eastbound

That the following locations be ADDED to SECTION 17-152 of the said Code establishing NO STOPPING ZONES, which shall be appropriately designated by posted signs: BETHPAGE - Powell Avenue - No Stopping Here to Corner - north side - starting at the west curblane of Ott Street, west for a distance of 35 feet; north side - starting at the east curblane of Ott Street, east for a distance of 35 feet. EAST NORWICH - Clifford Street - No Stopping Here to Corner - west side - starting at the north curblane of Whitney Avenue, north for a distance of 35 feet. HICKSVILLE - Winter Lane - No Stopping here to Corner - south side - starting at the west curblane of Meeting Lane, west for a distance of 40 feet. PLAINVIEW - Library Lane - No Stopping here to Corner - north side - starting at the west curblane of Manetto Hill Road, west for a distance of 35 feet; south side - starting at the west curblane of Manetto Hill Road, west for a distance of 35 feet. SYOSSET - East Street - No Stopping Here to Corner - south side - starting at the east curblane of Berry Hill Road, east for a distance of 35 feet; north side - starting at the east curblane of Berry Hill Road, east for a distance of 44 feet; north side - starting at the east curblane of North Street, east for a distance of 35 feet; north side - starting at the west curblane of Orchard Street, west for a distance of 35 feet. Orchard Street - No Stopping Here to Corner - west side - starting at the north curblane of Cold Spring Road, north for a distance of 40 feet. First Street - No Stopping Here to Corner - west side - starting at the north curblane of Muttontown Road, north for a distance of 45 feet; east side - starting at the north curblane of Muttontown Road, north for a distance of 35 feet.

That the following locations be DELETED from SECTION 17-152 of the said Code: SYOSSET - Orchard Street - No Stopping Here to Corner - west side - starting at the north curblane of Cold Spring Road, north for a distance of 30 feet.

That the following location be ADDED to SECTION 17-165 of the said Code establishing NO PARKING ZONES, which shall be appropriately designated by posted signs: HICKSVILLE - Lawrence Street - No Parking Anytime - south side - starting at a point opposite and 30 feet north of the north curblane of Harnat Court, north then east for a distance of 145 feet. PLAINVIEW - Manor Street - No Parking Anytime - east side - starting at a point five feet north of the apron to house No. 159, south for a distance of 20 feet. Main Parkway East - No Parking Here to Corner - south side - starting at the east curblane of Radcliff Road, east for a distance of 35 feet; north side - starting at the east curblane of Radcliff Road, east for a distance of 35 feet. Pasadena Drive - No Parking Here to Corner - west side - starting at the north curblane of Richard Court, north for a distance of 35 feet. Richard Court - No Parking Here to Corner - south side - starting at the west curblane of Pasadena Drive, west for a distance of 45 feet. SYOSSET - Ira Road - No Parking Anytime - north side - starting at a point 326 feet west of the west curblane of Miller Boulevard, west for a distance of 274 feet.

Thomas M. McManus

That the following location be DELETED from SECTION 17-165 of the said Code in the hamlet of SYOSSET - Ira Road - No Parking Anytime - north side - starting at the west curbline of Miller Boulevard, west for a distance of 600 feet.

That the following locations be ADDED to SECTION 17-166 of the said Code establishing NO PARKING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs: BETHPAGE - Cypress Avenue - No Parking 7AM to 3PM School Days - north side - starting at a point 160 feet east of the east curbline of South Spruce Avenue, east for a distance of 53 feet. SYOSSET - Edna Drive - No Parking 8AM to 10 AM, except Saturday, Sunday and Holidays - west side - starting at the south curbline of Railroad Avenue, south for a distance of 119 feet; east side - starting at the south curbline of Devine Avenue, south for a distance of 95 feet. Railroad Avenue - No Parking 8AM to 10 AM Except Saturday, Sunday and Holidays - west side - starting at the west curbline of Edna Drive, north for a distance of 100 feet. East Street - No Parking 8AM to 10AM except Saturday, Sunday & Holidays - south side - starting at a point 170 feet east of the east curbline of Berry Hill Road, east to the west curbline of Woodbury Way; north side - starting at the west curbline of North Street, west to a point 132 feet east of Berry Hill Road; north side - starting at the west curbline of Woodbury Way, west to the east curbline of Orchard Street. Fifth Street - No Parking 8AM to 10AM except Saturday, Sunday and Holidays - east side - starting at a point opposite and 61 feet south of the south curbline of Fourth Place, north for a distance of 97 feet.

That the following locations be DELETED from SECTION 17-166 of the Said Code: SYOSSET - East Street - No Parking 8AM to 10AM except Saturday, Sunday & Holidays - south side - starting at the west curbline of Woodbury Way, west to the east curbline of Berryhill Road; north side - starting at the west curbline of Woodbury Way, west to the east curbline of Berryhill Road.

That the following location be ADDED to SECTION 17-168 of the said Code, establishing LIMITED PARKING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs HICKSVILLE - West Cherry Street - Two Hour Parking - north side - starting at a point 75 feet west of the west curbline of South Broadway (Route 107), west for a distance of 53 feet. SYOSSET - Orchard Street - Two Hour Parking 8AM to 4PM except Saturday, Sunday & Holidays - west side starting at a point 30 feet south of the south curbline of East Street, south to a point 170 feet north of the north curbline of Cold Spring Road.

That the following location be DELETED from SECTION 17-168 of the said Code: SYOSSET - Orchard Street - Two Hour Parking 8AM to 4PM except Saturday, Sunday & Holidays - west side - staring at a point 30 feet south of the south curbline of East Street, south to a point 30 feet north of the north curbline of Cold Spring Road.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Traffic Safety
Highway
Public Works

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

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

WHEREAS, Joseph Nocella, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated January 9, 2018, have advised that claimant alleges that he sustained injuries to his left knee as a result of a slip and fall on a walkway adjacent to parking lot S-2 at the Syosset train station in Syosset, New York; and

WHEREAS, after extensive negotiations, the matter has settled with the Town and the Long Island Railroad for a total of \$40,000.00, with the Town paying \$17,500.00, in full resolution of all claims of Claimant.

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the Town Board finds that it is just, reasonable, and in the best interests of the Town to settle this matter for the sum of \$17,500.00, the payment of which sum is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to Claimant, Clifford Chu, with regard to Claim No. 2015-4905 and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to "Scott Wolinetz, as Attorney for Clifford Chu, and Clifford Chu, individually" in the amount of \$17,500.00; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated January 11, 2018, has advised that several firms that have been selected for on-call services have not yet executed a Standard Consultant Agreement with the Town; and

WHEREAS, Commissioner Lenz has requested that the Supervisor, or his designee, be authorized to execute a Standard Consultant Agreement with:

Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C.
NV5 New York – Engineers, Architects, Landscape Architects & Surveyors
A. Vournou Construction Management Group, LLC
Barbara Thayer, P.E., Arch., Landscape Architecture, LS DPC
Gedeon Engineering, P.C.,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor, or his designee, is authorized to execute a Standard Consultant Agreement with:

Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C.
NV5 New York – Engineers, Architects, Landscape Architects & Surveyors
A. Vournou Construction Management Group, LLC
Barbara Thayer, P.E., Arch., Landscape Architecture, LS DPC
Gedeon Engineering, P.C.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

16

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JANUARY 11, 2018

TO: MEMORANDUM DOCKET

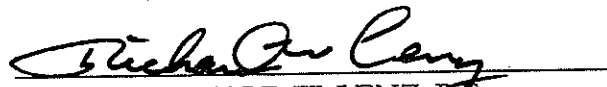
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: AUTHORIZATION TO EXECUTE STANDARD CONSULTANT AGREEMENTS

The Department of Public Works is responsible for the procurement of consultants for projects requiring engineering services or technical assistance. At this time, several consultants have been newly selected by the Commissioner of Public Works for on-call services and have not yet executed the Town of Oyster Bay Standard Consultant Agreement, as these firms have either never held a contract with the Department of Works. These firms include:

- Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C.
- NV5 New York – Engineers, Architects, Landscape Architects & Surveyors
- A. Vournou Construction Management Group, LLC
- Barbara Thayer, P.E., Arch., Landscape Architecture, LS DPC
- Gedeon Engineering, P.C.

It is requested that the Town Board authorize by resolution the Town Supervisor, or his designee, to execute a Standard Consultant Agreement with these firms.



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

RWL/MR/dz

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Kathy Stefanich, DPW/Administration

DOCKET CONSULTANT AGREEMENT FOR SAVIK, NV5, AVCMG, BT, GEDEON

THIS AGREEMENT made as of the _____ day of _____, by
and between TOWN OF OYSTER BAY, a municipal corporation having its principal
place of business at Town Hall, Audrey Avenue, Oyster Bay, New York, acting on
behalf of Town of Oyster Bay and Special Districts, hereinafter called the TOWN,
and _____ with
their office and principal place of business at _____
_____, hereinafter called CONSULTANT.

WITNESSETH, That whereas the Town deems it necessary and desirable to
retain the services of a CONSULTANT for the purpose of preparing surveys, plans,
contract documents, and specifications and provide other services in connection with
various Projects of the TOWN, and to assist the Town Board and the Commissioner
of Public Works in the proper performance of their respective duties and
responsibilities as required by their office and/or position.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

That the CONSULTANT is hereby retained, on a non-exclusive basis to
render the services required of him in accordance with the terms, conditions, and
provisions as set forth herein, commencing _____
_____, and to continue until this Agreement is terminated or
cancelled in accordance with and pursuant to the terms, conditions, and provisions
set forth herein.

SECTION I

General

- A. CONSULTANT – Professional Representative. The CONSULTANT shall
serve as the TOWN'S professional representative in the planning,
professional supervision, and inspection of the construction of the Project and
shall give consultation and advice to the TOWN during the performance of his
services, and the CONSULTANT herein represents that he is adequately
staffed, skilled, and experienced in the type of work proposed, and represents
further that he is duly licensed and qualified to perform these services under
the Laws of the State of New York; and it is understood and agreed that in
the event the CONSULTANT herein should for any reason desire to

subcontract for any of the consulting services herein even though this be an accepted or usual practice of the profession, the CONSULTANT shall advise the TOWN'S representative in writing as to the name and office address of the sub-consultant and obtain the Town Board's approval as to the scope and percentage of work to be performed by the sub-consultant and, further that all sub-consultant work is to be performed at no additional cost to the TOWN; however, in those instances where the CONSULTANT'S fee is based upon a multiple of wage rate, then it is agreed that the maximum cost for the Project shall include the cost of services rendered by all sub-consultants, and the CONSULTANT is required to file with the Town Comptroller a certified list of the payroll cost of those employees of the sub-consultant who are to perform services on the Project, and for purposes of payment and only for this purpose, under the provisions of Section V the sub-consultant and the designated employees of the sub-consultant will be deemed to be employees of the CONSULTANT.

- B. DESIGNATION OF TOWN'S REPRESENTATIVE – The TOWN hereby designates the Commissioner of Public Works as its representative. In the event the Commissioner is unavailable or incapacitated, his duly designated Deputy Commissioner of Public Works may act in his stead. The Commissioner shall have complete authority to transmit instructions, receive information, interpret, and define the TOWN'S general policy and decisions insofar as he is acting as the TOWN'S administrator under the terms of this Agreement. This authority, however, is restricted as aforesaid and there is no intention on the part of the Town Board, either express or implied, to delegate its exclusive authority insofar as other matters under this contract, such as but not limited to, increase or decrease in the scope of the work and approval of designs and plans.
- C. NON-DISCRIMINATION CLAUSE – The CONSULTANT agrees that neither he nor any sub-consultant, vendor, or other person shall discriminate in any manner by reason of race, creed, or color in employment of persons for the performance of any work under this contract.
- D. COMPLIANCE WITH LABOR STATUTES AND RULES AND WAIVER OF IMMUNITY – The CONSULTANT agrees to comply in all respects with the

laws of the State of New York respecting labor and compensation and with all labor statutes, ordinances, rules and regulations applicable and having the force of law. In addition thereto, this contract is subject to cancellation pursuant to the provisions of Sec. 103-a of the General Municipal Law, which relates to refusal to sign a waiver of immunity when called to appear before a Grand Jury.

E. SEPARATION OF CONSTRUCTION CONTRACTS – In those cases where a construction contract is subdivided into separate contracts in compliance with the provisions of law (General Municipal Law, Sec. 101) the separate contracts shall, for the purpose of determining the CONSULTANT'S fee as herein set forth, be treated as one contract.

F. INSURANCE – The CONSULTANT shall secure and maintain such insurance as will protect him and the TOWN from claims under the Workmen's Compensation Acts, also secure and maintain bodily injury and property damage liability insurance coverage as will protect him and the TOWN, including special districts when required, from claims which may arise from the performance of all services under this Agreement, in minimum limits of \$1,000,000.00, bodily injury and \$500,000.00 property damage, a Professional Liability Policy in an amount not less than \$1,000,000.00 insuring the CONSULTANT against errors and omissions. The said insurance policies or certificates will be submitted for approval as to form to the Town Attorney's Office prior to or at the time of signing of this Agreement and copies then filed with the TOWN.

G. COPYRIGHT OR PATENT INFRINGEMENT – The CONSULTANT shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any designs, drawings, or specifications supplied by him, and he shall hold harmless the TOWN from loss or damage resulting therefrom.

H. TESTING OF CONSTRUCTION MATERIALS - It is understood and agreed by the parties that it is the intention of the TOWN to contract with private testing laboratories for the purpose of testing construction materials that are typical of the construction contracts generally performed unless the private

firm contracted with the Town is not equipped to do that particular type of testing or unless the facilities of the said laboratory are not available, or in the written opinion of the TOWN'S representative it is deemed to be in the best interests of the TOWN to use the facilities of an outside testing laboratory as a sub-contractor to the CONSULTANT, and in this regard the CONSULTANT shall comply with such procedures for testing as directed by the TOWN or the TOWN'S representative.

The CONSULTANT shall process claims for payment from the outside testing laboratories and submit to the TOWN'S representative his certification that the testing results were acceptable.

- I. CHANGE ORDERS – In all those instances involving CONSULTANT'S, Change Orders to the contractors, the CONSULTANT shall obtain written authorization in the form of a resolution from the Town Board as to the details and cost prior to authorizing the contractors to proceed with the work provided for under Change Orders, except in those instances when the CONSULTANT must issue the Change Orders on an emergency basis, and in these instances he shall contact the TOWN'S representative as soon as reasonably possible to obtain his authorization to proceed with that amount of work made necessary by the emergency conditions, and he shall as soon as reasonably possible thereafter contact the Town Board to obtain the written authorization to proceed with the balance of the work in the same manner as prescribed for in regular change orders.
- J. DIVISIBLE AGREEMENT – The parties agree that the work and services to be performed by the CONSULTANT herein consists of either four distinct but related phases of a program leading to the ultimate development and completion of the Project, or a single specific task which may include a Study or services under an On-Call Contract, and that this is a divisible Agreement.

In the event the TOWN, acting by and through the Town Board, desires to proceed with the work and services outlined herein as Phase No. 1, Preliminary Design, Phase No. 2 Design, Phase No. 3 Bidding, and Phase 4 Construction, then in such event a resolution approving each applicable Phase must be adopted by the Town Board as provided for in this Agreement

and it is agreed that the fee for such services shall not be more than that set forth in Section V – PAYMENTS of this Agreement.

In the event the TOWN, acting by and through the Town Board, desires to proceed with the work and services outlined herein for a single specific task which may consist of a Study or services performed under an On-Call Contract, then in such event a resolution approving this task must be adopted by the Town Board as provided for in this Agreement and it is agreed that the fee for such services shall not be more than that set forth in Section V – PAYMENTS of this Agreement.

- K. OWNERSHIP OF DOCUMENTS – The completed original tracings and the original master specification sheets shall remain the property of the TOWN but may remain in the custody of the CONSULTANT, unless otherwise determined by the TOWN. In the event of any subsequent revisions, the CONSULTANT shall submit two (2) revised prints to the office of the TOWN'S representative.

Until final acceptance of the Project by the TOWN, there shall be no publication of the plans, specifications, or contract documents relating to the Project by the CONSULTANT without the prior approval of the TOWN.

- L. COMPLETION OF PROJECT WITHIN CONSULTANT'S FINAL PROJECT COST ESTIMATE – The CONSULTANT hereby acknowledges that he is familiar with the provisions of law dealing with municipal corporations, particularly those relating to the construction of Projects within the authorized amounts; therefore, said CONSULTANT hereby agrees to design the Project and arrive at his final Project cost estimate in such a manner as to allow the TOWN to build the Project at an amount which will not exceed the authorized amount which includes construction costs, engineering fees, and contingencies, and in the event that the bid amounts for the construction of the Project should exceed the CONSULTANT'S final Project cost estimate, the TOWN reserves the right to either cancel this Agreement or any portion thereof or instructs the CONSULTANT'S to redesign the plans so that the construction cost can come within the authorized amount, and if so directed to redesign, the CONSULTANT agrees to do so without any additional cost or

fee to the TOWN, unless it is determined from a recognized construction cost index, such as the "Engineering News-Record Index," "Industrial Index," "Consumer Index," etc., that costs have increased beyond predictable amounts since the CONSULTANT'S design was submitted to the TOWN.

- M. SUCCESSORS AND ASSIGNS – This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Town and the CONSULTANT respectively and his partners, successors, assigns, and legal representatives. The CONSULTANT shall not have the right to assign, transfer or sublet his interest or obligations hereunder without written consent to the Town Board.

SECTION II

Services of the Consultant

- A. THE PRELIMINARY DESIGN PHASE: This Phase is undertaken only after the Town Board adopts a resolution authorizing the CONSULTANT to proceed, and the principal services performed by the CONSULTANT during the Preliminary Design Phase are as follows:

1. Consult the TOWN to review its wishes and requirements; make inspection of the site; review available material; and discussion of scheduling. Confer with various approving and regulatory agencies and with those utility companies affected; and, also, when directed by the TOWN, attend other meetings, such as but not limited to Citizens Advisory Committees.
2. Prepare preliminary engineering studies and plan for and assist the TOWN in procuring the necessary reconnaissance surveys and other field investigations, such as but not limited to:

- a. Property Surveys
- b. Boundary Surveys
- c. Right-of-Way Surveys
- d. Topographical Surveys
- e. Utility Surveys
- f. Hydrographic Surveys
- g. Core Borings
- h. Probing
- i. Subsurface Explorations
- j. Laboratory Testings

- k. Inspection of Samples or Materials
- l. Photogrammetries
- m. Traffic Studies
- n. Other special studies

3. Prepare engineering data for approval of the TOWN and other approving agencies and assist in obtaining necessary regulatory permits.
4. Prepare a preliminary engineering report on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the TOWN to include schematic layouts and sketches, if required, and a general cost and construction time estimate, and to set forth the CONSULTANT'S recommendations. Said report shall contain an estimate of all construction costs.
5. Furnish the TOWN with up to twenty (20) copies of the above preliminary report when directed by the TOWN'S representative.
6. The Commissioner of Public Works will within sixty (60) days after it receives the preliminary report notify the CONSULTANT of its approval of said plans or its disapproval of same.

B. THE DESIGN PHASE – After the Town Board adopts a resolution approving the preliminary report and directs the CONSULTANT to proceed with the Design Phase, the principal services to be performed are as follows:

1. Detailed conferences with the TOWN'S representatives and approval of regulatory authorities.
2. Planning for and assisting the TOWN in procuring the following necessary field information for design, which information may include, but not necessarily be limited to:
 - a. Field Surveys
 - b. Photogrammetry
 - c. Traffic Studies
 - d. Other Special Studies

3. Prepare engineering data for approval of the TOWN and other approving agencies and assist in obtaining necessary regulatory permits.
4. From the approved final preliminaries, the CONSULTANT shall prepare working drawings, specifications, bid proposal forms and notice to bidders, and other contract documents completely describing the material and workmanship required and procedures to be followed for the construction of the Project.
5. When directed by the TOWN'S representative, the CONSULTANT will submit a testing program for approval.
6. Advise the TOWN, in writing, of any adjustment of the cost and construction time estimate caused by changes in scope, design requirements or construction cost, and furnish a revised cost estimate (or an initial cost estimate in cases which the Preliminary Phase is waived, including all engineering fees) based on the completed drawings and specifications in order that the TOWN may be able to let the contracts for the construction of the Project within the authorized amount and furnish as many copies of the contract documents as directed by the TOWN'S representative marked "Submitted for Approval of Design Phase" consisting of the Construction Agreement forms, general conditions, special provisions, detailed construction drawings, and specifications.
7. The Town Board will either approve this Design Phase or notify the CONSULTANT that they are not approving the Design Phase within sixty (60) days from the date of submission of the documents to the Town Board.

- C. BIDDING PHASE – After the Town Board adopts a resolution approving the CONSULTANT'S final design, cost and construction time estimates, and directing the CONSULTANT to proceed with the Bidding Phase, the principal services to be performed are as follows:

1. After the TOWN sets down a bidding date, the CONSULTANT shall furnish as many additional copies of the contract documents, marked in numerical order, as directed by the TOWN'S representative, consisting of the Construction Agreement forms, general conditions, special provisions, detailed construction drawings, and specifications for the use of prospective bidders.
2. Assist the TOWN in securing bids, responding to contractor inquiries of the Contract Documents, necessary document reproduction at the bid opening, tabulation and analysis of bid results, and furnish recommendations on the award of construction contracts, within ten (10) days from receipt of bids.
3. The Town Board will either approve the construction contract award or notify the CONSULTANT that they are not approving the award within forty-five (45) days from the date of receipt of bids.

D. CONSTRUCTION PHASE -- This Phase is undertaken only after adoption of a resolution by the Town Board awarding construction contracts and authorizes the CONSULTANT to act on behalf of the TOWN in this Phase. The principal services to be performed are as follows:

1. Conform the required copies of the contract and bid documents to the originals, if so required by the TOWN'S representative.
2. After the contract has been executed, the CONSULTANT shall provide the necessary copies and said construction contract documents for the use of the contractors, utilities, and others as directed by the TOWN'S representative.
3. Consultation and advising to the TOWN during construction, acting as the TOWN'S professional representative at the construction site and issuing all instructions of the TOWN to the contractor; maintain daily log of work performed and contractor personnel on-site; preparing written change orders as required; disapproving of any of the contractor's work which

fails to conform with the contract documents; periodic meetings with the contractors and forwarding minutes of said meetings to the TOWN.

4. Notify utilities and governmental agencies and contractors when work is to commence.
5. Preparation of elementary sketches and supplementary sketches required to resolve actual field conditions encountered.
6. Checking detailed construction drawings and shop and erection drawings submitted by contractors for compliance with design concept.
7. Reviewing and evaluating reports of laboratory, mill and shop tests of materials and equipment.
8. Establish survey base lines and bench marks in the field from which the contractor can properly lay out his work; and the CONSULTANT shall check construction locations and elevations established by the contractors.
9. The CONSULTANT, in accordance with the provisions of the construction contract, shall assist in the processing of the contractor's labor affidavit and claims for payment, and said claims shall be accompanied by the Approved Engineer's Certification form, which shall be based on his on-site observations as an experienced and qualified design professional; and on his review of the contractor's applications for payment determine the amount owing to the contractor and approve, in writing, payment to the contractor in such amounts; such approvals of payment to constitute a representation to the TOWN, based on such observations and review and the data comprising such application, that the work has progressed to the point indicated and that, to the best of his knowledge, information, and belief, the quality of work is in accordance with the contract documents and any qualifications stated in his approval.
10. Making periodic site visits to observe work in progress and providing appropriate reports to the TOWN and directions to the contractors.

11. Observing initial operation of the Project or of performance tests required by specifications.
12. Furnishing the TOWN a set of reproducible record prints of drawings and addendum drawings showing any significant changes made during the construction process.
13. The CONSULTANT shall prepare periodic punch lists. Such work enumerated on said punch lists shall be completed in accordance with the terms of the contract documents. The CONSULTANT shall file his final certificate with the TOWN as to his approval of the contractor's final request for payment and, at such time, submit any and all required permits and certificates issued or required to be issued in connection with the construction of the Project; or, in the alternative, submit satisfactory data to the TOWN'S representative that all said permits or certificates have been properly filed.
14. Conduct, in company with the TOWN'S representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the contract documents, approving, in writing, final payments to the contractors, and submit a written report of the completed Project to the TOWN.
15. Inspection during the Guaranty Period and during the term of any Performance or Maintenance Bond relating to the Project and preparation of a written report listing discrepancies between guarantees and performance.

E. STUDY – A Study is undertaken only after the Town Board adopts a resolution authorizing the Consultant to proceed, and the principle services shall be outlined in the project "Scope of Services" which may include any of the following:

1. Initial scoping meeting with the involved Town Department.

2. Initial scoping meeting with any involved outside agency, which may be a partner in the study.
3. Review of existing data, gathering of new data, and analysis of the data.
4. Provide assistance to the Town in conducting public informational meetings.
5. Preparation of draft reports for review of Town personnel and outside agencies.
6. Preparation of final reports for submission to the Town Board for adoption.

F. ON-CALL SERVICES - A CONSULTANT shall be approved to perform services under an On-Call Contract by an initial Town Board resolution which indicates the general nature of work to be performed under the contract. When the Commissioner of Public Works identifies a task that requires the services of a CONSULTANT, which does not involve Preliminary Design, Design, Bidding or Construction Phase services, a CONSULTANT who has been approved to perform services under an On-Call Contract, appropriate for the scope of work to be performed, will be requested to submit a cost proposal based upon the specific scope of work to be provided by the Commissioner of Public Works. After the services and fee of the CONSULTANT for this task are approved by the Town Board by resolution, and the CONSULTANT will be authorized to proceed.

SECTION III

Optional Services

If authorized in writing by the Town Board or its representative, except where specifically limited to the Town Board, the CONSULTANT shall furnish additional services of the following types which will be paid for by the TOWN as part of the fee authorization for the Preliminary Design, Design, Bidding or Construction Phases, Study, or On-Call Services, whose scope consists of any of the following:

A. FIELD WORK, REPORTS, AND/OR DRAWINGS FOR:

1. Property Surveys
2. Boundary Surveys
3. Right-of-Way Surveys
4. Topographical Surveys
5. Utility Surveys
6. Hydrographic Surveys
7. Core Borings
8. Probing and/or sub-surface explorations
9. Laboratory testing
10. Inspection of samples and/or materials
11. Other special consultations

B. SOIL INVESTIGATIONS:

1. Test borings and related analysis
2. Evaluation reports and recommendations

C. DETAILED MILL, SHOP, AND/OR LABORATORY INSPECTION OF MATERIAL AND EQUIPMENT.

D. LAND SURVEYS, ESTABLISHMENT OF BOUNDARIES, MONUMENTATION AND RELATED OFFICE COMPUTATIONS AND DRAFTING.

E. RESIDENT REPRESENTATIVES IN ACCORDANCE WITH AN APPROVED PROGRAM.

F. ADDITIONAL COPIES OF REPORTS, CONTRACT DRAWINGS, AND DOCUMENTS ABOVE THE SPECIFIED NUMBER FURNISHED IN THE OTHER PHASES.

- G. TRAVEL FOR THE CONSULTANT AND HIS STAFF BEYOND THAT NORMALLY REQUIRED UNDER BASIC CIRCUMSTANCES, WHEN AUTHORIZED BY THE TOWN.
- H. ASSISTANCE TO THE TOWN AS EXPERT WITNESS IN LITIGATION (NOT APPLIED TO ACTION IN WHICH CONSULTANT IS INVOLVED).
- I. ON BEHALF OF THE TOWN, REVIEW AND REPORT ON PLANS, REPORTS AND ESTIMATES SUBMITTED BY PRIVATE DEVELOPERS, PUBLIC UTILITIES, SCHOOL DISTRICTS, AND OTHER CONSULTANTS AND EXPERTS.
- J. PREPARATION AND MODIFICATION OF ESTABLISHED STREET GRADES AND DRAINAGE PLANS, AND PREPARATION AND FURNISHING OF REPORTS IN RELATION THERETO.
- K. MINOR CONSTRUCTION SURVEYS, WITH NECESSARY PLANS AND FIELD LAYOUTS.
- L. PREPARATION OF DETAILED RENDERINGS, EXHIBITS, OR SCALE MODELS.
- M. PREPARATION OF REPORTS.
- N. SERVICES RELATED TO REPLACEMENT OF ALL OR SUCH PARTS OF THE PROJECT AS MAY BE DAMAGED BY FIRE OR OTHER CAUSES DURING CONSTRUCTION AND/OR ASSISTING THE TOWN IN ARRANGING FOR THE CONTINUATION OF THE WORK SHOULD THE CONTRACTOR DEFAULT FOR ANY REASON, IF AUTHORIZED, IN WRITING, BY THE TOWN BOARD.
- O. FIELD STAKEOUTS FOR WORK PERFORMED BY TOWN EMPLOYEES.



- P. ADDITIONAL SERVICES IN CONNECTION WITH THE PROJECT NOT OTHERWISE PROVIDED FOR IN THIS AGREEMENT, WHEN AUTHORIZED, IN WRITING, BY THE TOWN BOARD.
- Q. DETAILED STAKEOUT LINES AND GRADES, AS NECESSARY, FOR PROPER CONSTRUCTION.
- R. FIELD CHECKING OF CONSTRUCTION PERFORMANCE BY DEVELOPERS WITHIN THE HIGHWAY RIGHT-OF-WAY FOR CONFORMANCE WITH TOWN REQUIREMENTS.
- S. ATTENDANCE AT SPECIAL TYPES OF HEARINGS OR MEETINGS, SUCH AS BUT NOT LIMITED TO CIVIC ASSOCIATIONS AND OTHER PUBLIC MEETINGS, OTHER REGULAR TOWN CONFERENCES OR MEETINGS.
- T. REVISION OF PREVIOUSLY PREPARED CONSTRUCTION CONTRACT DOCUMENTS AND/OR DRAWINGS.
- U. OBTAINING WRITTEN RELEASES FROM RESIDENTS FOR WORKING UPON, ALTERING, AND/OR IN ANY WAY AFFECTING THEIR PROPERTY.

SECTION IV

The Town

The TOWN agrees to provide the CONSULTANT, when requested, with complete information concerning the requirements of the project and to perform the following services:

- A. The TOWN shall provide legal access for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform such work and inspections in the development of the project.
- B. The TOWN shall give thorough consideration to all the CONSULTANT'S requests and proposals and shall inform the CONSULTANT of all decisions within a reasonable time.

- C. The TOWN shall hold all required public hearings and serve all required legal notices.
- D. The TOWN shall furnish all the necessary topographical and property line surveys required for design purposes unless the TOWN shall direct the CONSULTANT to obtain or perform such necessary surveys under the Optional Services provisions of the Agreement.
- E. The TOWN shall furnish the CONSULTANT with a copy of the design and construction standards, if any, and the CONSULTANT agrees to consider and incorporate same in his design. However, if the CONSULTANT, in his professional judgment, deems an alternate design to be more desirable, then the same may be incorporated in his design, provided he obtains the prior written approval of the Town Board.

SECTION V

Payments to the Consultant

- A. The TOWN shall pay the CONSULTANT for services performed under Section II-A (Preliminary Design Phase) as follows:

- 1. A Lump Sum Fee of \$ _____
or
- 2. A Fee on the basis of _____ times the wage rate cost with a maximum amount of _____
or
- 3. _____

- B. The TOWN shall pay the CONSULTANT for services performed under Section II-B (Design Phase) as follows:

- 4. A Lump Sum Fee of \$ _____
or

5. A Fee on the basis of _____ times the wage rate cost with a
maximum amount of _____
or

6. _____

C. The TOWN shall pay the CONSULTANT for services performed under
Section II-C (Bidding Phase) as follows:

1. A Lump Sum Fee of \$ _____
or

2. A Fee on the basis of _____ times the wage rate cost plus direct
payment for reimbursable expenses, but not more than \$2,500.00
paid for engineering services, per construction contract.
or

3. _____

D. The TOWN shall pay the CONSULTANT a fee for professional services
performed under Section II-D (Construction Phase) of the Project as follows:

1. A Lump Sum Fee of \$ _____
or

2. A Fee on the basis of _____ times the wage rate cost with a
maximum amount of _____
or

3. _____

E. The TOWN shall pay the CONSULTANT for services performed under
Section II-E (Study) as follows:

1. A Lump Sum Fee of \$ _____
or

2. Fee on the basis of _____ times wage rate cost with a maximum amount
of _____

or
3. _____

- F. The TOWN shall pay the CONSULTANT for services performed under Section II-F (On-Call Services) as follows:

7. A Lump Sum Fee of \$ _____
or
8. A Fee on the basis of _____ times the wage rate cost with a
maximum amount of _____
or
9. _____

SECTION VI

Schedule of Payments

- A. WHERE FEE IS BASED UPON A LUMP SUM: The TOWN and the CONSULTANT agree, notwithstanding any other provision contained herein, that if the TOWN elects to use LUMP SUM as its method of payment, that upon being instructed to undertake any of the Phases under this Agreement, the CONSULTANT shall submit to the Town Board for its approval a statement setting forth a maximum dollar amount for the said services to be provided by the CONSULTANT herein including, but not limited to those under Optional Services. Payments shall be made based upon the schedule outlined in the "Request For Proposal" for projects involving Preliminary Design, Design, Bidding and Construction Phase contracts; as outlined in the "Request For Proposal" for projects which are classified as a Study; or in the cost proposal request from the Commissioner of Public Works for services to be performed under an On-Call Contract.
- B. The TOWN and the CONSULTANT agree, notwithstanding any other provision contained herein, that where the TOWN elects to use the multiple wage rate factor for payment, that upon being instructed to undertake any of the Phases under this Agreement, the CONSULTANT shall submit to the Town Board for its approval a statement setting forth a maximum dollar amount for the said services to be provided by the CONSULTANT herein including, but not limited to those under Optional Services. CONSULTANT will be paid monthly for all services rendered on a multiple of wage rate basis

unless determined otherwise by the CONSULTANT and the Town
Comptroller. In no event shall the maximum hourly rate, after the application
of the multiplier, exceed _____.

C. Under any payment method, the CONSULTANT agrees to supply with all
payment requests:

1. A Consultant Claim summary report, outlining the status of the project
budget, status of project completion, work performed in the claim
period, and work anticipated to be performed in the next claim period.
2. Time sheets for personnel working on the project, which shall be
signed by the employee and approved by that employee's supervisor.
3. In the case of multiple wage rate factor, the consultant shall also
submit a tabulated report detailing the personnel claimed for the claim
period, their title, hours claimed, and wage rate. This report must be
certified by a designated representative of the CONSULTANT.
4. Copies of all invoices for approved reimbursable costs, including, but
not limited to, sub-contractor costs, sub-consultant costs, and
supplies. No sales tax shall be reimbursed to the CONSULTANT.
Copies of the Town's Tax-Exempt form can be provided upon request.

SECTION VII

Definitions & Requirements

A. PROJECT CONSTRUCTION COST shall not include the CONSULTANT'S
fee or that of other special consultants whose fee is paid by the TOWN, nor
does it include the cost of land, right-of-way, or compensation for and/or
damages to property unless this Agreement so specifies, nor does it include
the TOWN'S legal, accounting, bonding or interest charges incurred in
connection with the Project. It is further agreed that nothing contained in this
definition shall be construed to entitle the CONSULTANT to a fee or
additional fee where any of the provisions of this Agreement provide

otherwise, such as but not limited to the requirement that the CONSULTANT agrees without additional fee to redesign plans in order to award construction contracts within the authorized amount or where he designs plans for alternate items, the cost of which is not included in his Project construction cost estimate, or is not included in a construction contract under this Agreement.

B. WAGE RATE: The wage rate shall mean the actual hourly rate paid to the employee engaged directly in the project by the CONSULTANT, including, but not limited to principals, engineers, resident representatives, surveyors, designers, draftsmen, specification writers, estimators, and administrative staff. The CONSULTANT further agrees that in the event that an employee provides services to the project for which the time is in excess of a normal 40-hour week, the Town will only reimburse the CONSULTANT for the employee's wage rate without the application of a multiplier.

C. CERTIFIED LIST OF PAYROLL COST: Upon the signing of this Agreement, the CONSULTANT shall file with the Office of the Town Comptroller a certified list of all employees, including partners and principals, who may be engaged in any of the work under this Agreement in which the fee for a said service to be rendered the TOWN under any Phase or Optional Service is to be based on a multiple of payroll factor. Any changes in the said payroll list are to be certified and filed promptly with the Office of the Comptroller. The TOWN reserves the right to audit the CONSULTANT'S payroll records and all other financial records, and the CONSULTANT herein agrees to cooperate with the TOWN and to make said records available, upon reasonable notice of the request of the TOWN or the Town Comptroller.

D. REIMBURSABLE SERVICES: The CONSULTANT shall be reimbursed for the actual cost to the CONSULTANT for any authorized services as approved by the TOWN or the TOWN'S representative as provided for in Section III (Optional Services), such as, but not limited to:

1. Furnishing of drawings and specifications in addition to those provided for in this Agreement.



2. Work of special consultants when required by the complex nature of the Project, provided that the special consultant has been authorized by the Town Board as a sub-consultant.

3. Aerial Photography or photographic reproductions.

4. Soil Borings and Investigations

E. RESIDENT REPRESENTATIVES: The CONSULTANT shall furnish and direct qualified Resident Representatives, and the cost will be paid for by the TOWN as provided for the schedule of payments to be filed by the CONSULTANT in connection with the services to be rendered under the Optional Services section of this Agreement.

The program for Resident Representatives is to be submitted by the CONSULTANT for the approval of the Commissioner before such services begin.

F. TERMINATION: Either party may terminate this Agreement hereto by giving a thirty-day (30-day) written notice to the other party of Notice of Cancellation. The CONSULTANT, shall be paid for services actually authorized and performed pursuant to the provisions of this Agreement up to the date of termination, including reimbursements then due unless the cancellation of the Agreement by the TOWN is due to the CONSULTANT'S failure to properly perform under the provisions of this Agreement.

G. ABANDONED OR SUSPENDED WORK: If any work performed by the CONSULTANT is abandoned or suspended, in whole or in part, by the TOWN without any fault of the CONSULTANT, then the CONSULTANT shall be paid for services which have been performed and approved pursuant to the provisions of this Agreement prior to the TOWN giving written notice to the CONSULTANT of such abandonment or suspension.

H. COMPLETION OF AUTHORIZED WORK: Any work authorized by the resolution and not completed nor abandoned nor suspended at the end of

this contract shall be completed under the terms and conditions of this contract (until the effective date of a new or renewed contract, if any).

- I. UNIT ITEMS OF WORK: Where a contract for construction employs the use of unit items of work, the CONSULTANT'S fee will be adjusted at the completion of work to account for the actual number of units used in the construction of Project and paid by the TOWN.
- J. IT IS UNDERSTOOD AND AGREED that this Agreement may be amended only in writing and that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.
- K. APPROVAL OR AUTHORIZATION: Whenever approval or authorization is required in this contract by the Town Board, such approval or authorization shall be deemed granted only upon the adoption of a resolution by the Town Board approving or authorizing same.

SECTION VIII

Additional Provisions

Any of the foregoing provisions to the contrary notwithstanding, the parties hereto agree as follows:

- A. That during the Design Phase, the CONSULTANT shall, in addition to performing the services enumerated in the "Design Phase," without limitation as therein prescribed, design and assume responsibility for the sufficiency and adequacy of the design, plans and specifications and assure the TOWN that the design, plans and specifications will accomplish the purpose intended by the TOWN.

In the event, however, that the CONSULTANT has, because of the existing state of knowledge within the profession, any reservations as to the sufficiency and adequacy of any aspect of the design to accomplish the

purpose intended by the TOWN for the Project, he shall submit for review by the Town Board his reservations, in writing, enumerating with specificity, the reservations and the reasons therefor. Upon review of said reservations, the Town Board may at its option either accept the reservation or request the CONSULTANT to redesign without additional cost to the TOWN.

- B. The CONSULTANT agrees, after the construction contract has been awarded, to keep the TOWN informed of any delays in the construction of Project and to notify the Commissioner of the Department of Public Works of the reasons for such delays prior to recommending to the TOWN that an extension of time for completion be granted.
- C. The CONSULTANT agrees, with regard to this Project, generally to assist the TOWN, upon request of the Town Attorney, in preparations associated with legal actions arising therefrom and to testify on behalf of the TOWN should the same be requested by the TOWN. The parties agree, in the event the aforesaid services are required, that the CONSULTANT'S principals will be compensated at the rates specified elsewhere in this Agreement.
- D. The parties agree that wherever it is provided in the Agreement to which this Rider is attached that the TOWN "approves," or words of like effect, that the approval contemplated by the parties is pro forma approval and that the TOWN does not intend by such approval to assume any of the CONSULTANT'S responsibility with regard to any Phase of the Project.
- E. The CONSULTANT agrees that the services which he may be required to perform under this Agreement can generally be categorized in Phases as follows:

Preliminary, Design, Bidding and Construction

It is understood and agreed by the CONSULTANT that in no event will the CONSULTANT commence work on any of the above Phases unless and until specifically directed to do so by a separate and distinct resolution by the Town Board.

- F. If, in the opinion of the CONSULTANT, any additions or changes of plans recommended or directed by the TOWN will increase the cost of the work beyond the amount agreed to by the TOWN after acceptance of the Preliminary Phase, then and in that event, the CONSULTANT shall not incorporate said changes in his design unless specifically authorized and directed to do so by resolution of the Town Board.
- G. The CONSULTANT agrees prior to commencing on the Bidding Phase of any contract to submit, in writing, to the Town Board for approval of the CONSULTANT'S final Project cost estimate.
- H. It is hereby agreed by and between the parties hereto that if the CONSULTANT'S final Project cost estimate or the bid price exceed the amount appropriated therefor as herein above specified in Paragraph "L," of Section I, then and in that event the TOWN reserves the right to direct the CONSULTANT to redesign the Project so that the Project will not exceed the aforesaid amount and the CONSULTANT agrees, if so directed, to redesign and he will do so at no additional cost to the TOWN.
- I. The parties hereto agree that the TOWN may, if it decides to undertake the Construction Phase of this Project regardless of anything to the contrary therefore set forth in this Agreement, at its sole option and discretion, perform said Phase using TOWN personnel and/or any other consultants and is not constrained to use the services of the other party to this Agreement beyond the Bid Phase. In the event, however, that the TOWN directs the CONSULTANT to perform these services, it is agreed that the fee for such services shall be set forth in Section V, "Payment," of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporation have caused these present to be signed by their duly authorized officers.

APPROVED: TOWN OF OYSTER BAY

Commissioner of Public Works
Town of Oyster Bay

By: _____
Supervisor

S
E
A
L

APPROVED AS TO FORM:

By: _____
Name & Title

Town Attorney

Firm

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

On this _____ day of _____, before me personally appeared _____ to me known to be a member of the firm _____, whose offices are located at _____ the firm described in and which executed the foregoing instrument and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

On this _____ day of _____, before me personally appeared _____ the duly elected and qualified Supervisor of the Town of Oyster Bay, the corporation described in and, which executed the foregoing instrument to me know and, known to me to be such Supervisor of the Town of Oyster Bay; and they being by me duly sworn did depose and say; that the Supervisor of the Town of Oyster Bay resides at _____, Nassau County, New York; that he/she know the corporate seal of said Town of Oyster Bay; that the seal affixed to said instrument is such corporate seal; and that he/she executed the same as such Supervisor for the purpose therein mentioned.

NOTARY PUBLIC

WHEREAS, Joseph Pinto, Commissioner, Department of Parks, by memorandum dated January 11, 2018, requested Town Board approval for Town of Oyster Bay sponsorship of the Thirty-Third Annual Bluefish Tournament; and

WHEREAS, the event shall be conducted under the following guidelines:

1. Date: September 16, 2018;
2. Time: 4:30 a.m. to 4:00 p.m.;
3. Place: Theodore Roosevelt Memorial Park;
4. Cost: \$35.00 Residents, \$45.00 Non-Residents;
5. Funds collected shall be deposited into Trust Account TWN TA 0000 00085 474 0000 to be used according to the Town's procurement policies through the Purchasing Department to cover the following costs:
 - A. Gift certificates shall be awarded to contestants finishing first through fifteenth place. Plaques shall be awarded to contestants finishing first through tenth place;
 - B. Fixed expenses will be procured using the sponsor donations and registration fees for such food items as hot dogs, soda, water and chips; charcoal, lighter fluid and paper goods; t-shirts for participants; ice; and tent rental;
 - C. The remaining balance of the registration and donated sponsor fees will be used to purchase door prizes to be purchased in compliance with the Town of Oyster Bay Procurement Policy from vendors approved by the Department of General Services Purchasing Division;
 - D. Donations by event sponsors to support and offset the expenses of the tournament may be added upon the approval of the Town Board; and

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

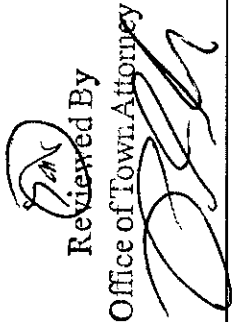
NOW, THEREFORE, BE IT RESOLVED, That the request as set forth hereinabove is hereby accepted and approved in accordance with the hereinabove stated guidelines, for the purpose of the Department of Parks conducting the Town sponsored Thirty-Third Annual Bluefish Tournament.

#

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney


TOWN OF OYSTER BAY
INTER - DEPARTMENTAL MEMORANDUM

January 11, 2018

TO: MEMORANDUM DOCKET
FROM: JOSEPH PINTO, COMMISSIONER OF PARKS
SUBJECT: THIRTY THIRD ANNUAL BLUEFISH TOURNAMENT

The Department of Parks requests Town Board approval for the following Town of Oyster Bay sponsored Bluefish Tournament as outlined below:

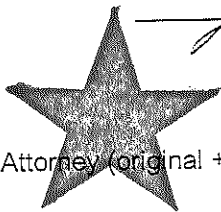
The event will be conducted under the following guidelines:

1. Date: September 16, 2018
2. Time: 4:30 AM – 4:00 PM
3. Place: Theodore Roosevelt Memorial Park
4. Cost: \$35.00 Residents, \$45.00 Non-Residents
5. Funds collected will be deposited into the following Trust Account TWN TA 0000 00085 474 0000 to be used as follows according to the Town's procurement policies through the Purchasing Department:
 - A. Purchase gift certificates and plaques. Gift certificates will be awarded to contestants finishing first through fifteenth place. Plaques are awarded for first through tenth place.
 - B. The following fixed expenses will be procured using the sponsor donations and registration fees:
 - Food items such as hot dogs, soda, water, & chips. In addition, charcoal, lighter fluid, paper goods, etc.
 - T shirts for participants
 - Ice
 - Tent rental
 - C. The remaining balance of the registration and donated sponsor fees will be used to purchase door prizes. Prizes will be purchased in compliance with the Town of Oyster Bay Procurement Policy from vendors approved by the Department of General Services Purchasing Division.
 - D. Donations by event sponsors to support and offset the expenses of the tournament may be added upon the approval of the Town Board.

Town Board approval is recommended.


JOSEPH PINTO
COMMISSIONER OF PARKS

JP/dr
C: Town Attorney (original + 7 copies)



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 16, 2018, requested Town Board authorization to conduct the 2018 Town of Oyster Bay Pre-season Softball Warmup Tournament; and

WHEREAS, the tournament will require participating teams to pay a per-team entry fee of \$625.00, to be used to purchase softballs, awards and other tournament necessities, as well as to hire umpires; and

WHEREAS, participating teams will be required to submit proper and acceptable documentation of their general liability insurance coverage, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate and an endorsement naming the Town of Oyster Bay as an additional insured; and

WHEREAS, Commissioner Pinto will establish the length of the tournament, dates and times, as well as the locations of the games, in order to utilize available Town facilities to the greatest benefit of the participants and the residents of the Town of Oyster Bay; and

WHEREAS, funds collected will be deposited into the account titled "Parks Special Events – Softball" Account No. TWN TA 0000 00085 472 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to conduct the 2018 Town of Oyster Bay Pre-season Softball Warmup Tournament with each team to pay an entry fee of \$625.00 and provide the required proof of insurance coverage; and be it further

RESOLVED, That funds collected from tournament entry fees will be deposited into the account titled "Parks Special Events – Softball" Account No. TWN TA 0000 00085 472 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

715
Reviewed By
Office of Town Attorney
JLP

6

Town of Oyster Bay

Inter-Departmental Memo

OFFICE
TOWN OF OYSTER BAY
RECEIVED

2018 JAN 17 P 3:27

To: Memorandum Docket

From: Joseph G. Pinto, Commissioner
Department of Parks

Date: January 16, 2018


Subject: Town of Oyster Bay Pre-season Softball Warmup Tournament

The Department of Parks, Division of Recreation, respectfully requests Town Board authorization to conduct the Town of Oyster Bay Pre-season Softball Warmup Tournament. Permission to operate the tournament requires the adoption of an entry fee of six hundred twenty five dollars (\$625.00) per team. The entry fee provides the funds to purchase awards, softballs and other necessities, as well as, hire umpires, needed to run the tournament. The entry fee shall remain in effect until revised or amended by the Town Board after recommendation by the Commissioner of the Department of Parks.

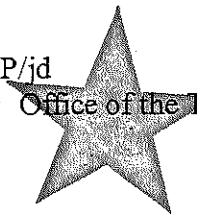
Teams that request to participate in the Town of Oyster Bay Pre-season Softball Warmup Tournament will be required to submit a copy of their general liability insurance, in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate and an endorsement naming the Town as an additional insured.

The Commissioner of the Department of Parks will establish the length of the tournament, dates and times, as well as the location of the games to utilize the facilities to the greatest benefit of the league and the residents of the Town of Oyster Bay.

Funds collected will be deposited into account titled Parks Special Events - Softball, account number TWN TA 0000 00085 472 0000.


Joseph G. Pinto
Commissioner

JGP/jd
cc: Office of the Town Attorney (with 7 copies)



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 18, 2018, requested Town Board authorization to conduct the 2018 Town of Oyster Bay Sports and Family Events Program at various Town facilities; and

WHEREAS, by Resolution No. 714-2017, adopted November 14, 2017, the Town Board authorized the continued use of the services of EKO Productions, Incorporated, to provide audio services for various special events by Agreement with the Department of Youth and Community Services; and

WHEREAS, Commissioner Pinto requested authorization to retain the services of EKO Productions, Inc. for the 2018 Sports and Family Events Programs, in an amount not to exceed \$7,500.00, and requested authorization to incur other event expenses including, but not limited to; trophies, t-shirts, and signage, in an amount not to exceed \$22,500.00, for a total amount not to exceed \$30,000.00, with funds to be drawn from Account No. PKS A 7110 47670 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned requests are hereby accepted and approved, and the Department of Parks is hereby authorized to conduct the 2018 Town of Oyster Bay Sports and Family Events Program at various Town facilities, and to utilize EKO Productions, Incorporated, to provide audio services for said events, in an amount not to exceed \$7,500.00, and the Town Board further authorizes the Department of Parks to pay for other expenses including, but not limited to; trophies, t-shirts, and signage, in an amount not to exceed \$22,500.00, for a total amount not to exceed \$30,000.00; and it is further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same upon presentation of duly certified claims, after audit, and the funds for said payments are to be drawn from Account No. PKS A 7110 47670 000 0000.

#

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

748
Reviewed By
Office of Town Attorney
[Signature]

1

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMORANDUM

January 18, 2018

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: 2018 Town of Oyster Bay Sports and Family Events Programs

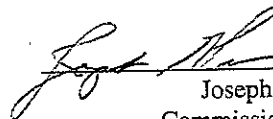
Town Board approval is requested to permit the Department of Parks to conduct the 2018 Town of Oyster Bay Sports and Family Events Programs at various Town facilities.

Town Board Resolution No.73-2017, extended by Resolution No. 714-2017 (attached), authorizes the Town to utilize the services of EKO Productions, Incorporated for the purpose of providing audio services for various special events. Town Board approval is requested to use EKO Productions Incorporated for the Sports and Family Events Programs in an amount not to exceed \$7,500.

Other expenses for this program will include but not be limited to trophies, t-shirts and signage not-to-exceed costs totaling \$22,500.00 to be paid from account PKS A 7110 47670 000 0000.

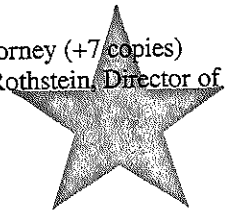
Sponsors may be added to enhance these events at the discretion of this office.

The Department of Parks recommends Town Board approval.



Joseph G. Pinto
Commissioner of Parks

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



WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated January 19, 2017, requested Town Board authorization to enter into an agreement with EKO Productions, Incorporated, for professional sound equipment and services used during the Music Under the Stars concerts and various other special events. The Agreement would be for the amount of \$140,000 for the period beginning February 15, 2017 through December 31, 2017 with three (3) one (1) year extension options; and

WHEREAS, a Request for Proposals was sent out on November 21, 2016 to six (6) companies that provide these services. One timely response was received from EKO Productions, Incorporated, 360-C Commack Road, Deer Park, New York 11729; and

WHEREAS, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, the Department of Community and Youth Services selected EKO Productions, Incorporated,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Department of Community and Youth Services, is hereby authorized to enter into an agreement on behalf of the Town with EKO Productions, Incorporated, in an amount not to exceed \$140,000 for the period beginning February 15, 2017 through December 31, 2017 with three (3) one (1) year extension options; and be it further

RESOLVED, that Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services be authorized to execute said Agreement; and be it further

RESOLVED, that the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, upon presentation of a duly certified claim, after audit; and be it further

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

-#-

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

Supervisor Salodina

Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated January 22, 2018, requested that the Town Board of the Town of Oyster Bay authorize and direct the Town Clerk to publish a Public Notice in a newspaper of general circulation no later than February 16, 2018, with regard to a Request for Proposals for the delivery of Employability, Career and Computer Workshops to eligible adults and dislocated workers under the Workforce Innovation and Opportunity Act (WIOA) for the period from July 1, 2018 through June 30, 2021, which is an eligible cost under WIOA and therefore, of no cost to the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the Town Clerk is hereby authorized and directed to publish a Public Notice of a Request for Proposals under the Workforce Innovation and Opportunity Act, for the above period and purpose, in a newspaper of general circulation no later than February 16, 2018, and same is hereby ratified and approved; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. IGA CD 6293 48240 000 CW17.

-#-

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

8

TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: JANUARY 22, 2018

SUBJECT: PUBLICATION OF REQUEST FOR PROPOSALS UNDER THE WORKFORCE
INNOVATION AND OPPORTUNITY ACT FOR THE DELIVERY OF
EMPLOYABILITY, CAREER AND COMPUTER WORKSHOPS

The Department of Intergovernmental Affairs' Division of Employment and Training has prepared the attached Public Notice with regard to a Request for Proposals for the delivery of Employability, Career and Computer Workshops to eligible adults and dislocated workers for the period July 1, 2018 through June 30, 2021. Requested services will include one-on-one and group employability workshops, computer literacy training, social media workshops, and specialized workshops. This is a Workforce Innovation and Opportunity Act eligible cost and therefore at no cost to the Town of Oyster Bay.

In this regard, it is requested that the Town Attorney notify the Town Clerk that the subject notice be published in a newspaper of general circulation (NEWSDAY) no later than February 16, 2018. Funds will be available in publicity account IGA CD 6293 48240 000 CW17.



Frank V. Sammartano
Commissioner

FVS:LS
Attachment
cc: Town Attorney, 7 copies



PUBLIC NOTICE

NOTICE OF REQUEST FOR PROPOSALS FOR EMPLOYABILITY, CAREER AND COMPUTER WORKSHOP PROVIDERS UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

PLEASE TAKE NOTICE that the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training (as the Grant Recipient for the Oyster Bay Consortium Workforce Development Area) and the Workforce Development Board (WDB) solicit proposals for the provision of federally-funded Workforce Innovation and Opportunity Act (WIOA) services for job seekers. The period of performance will be July 1, 2018 through June 30, 2021. The deadline for receipt of proposals is 4:00 p.m. on March 16, 2018.

Proposals are sought from public or private entities or individuals with demonstrated effectiveness in the delivery of services to job seekers, including one-on-one and group employability workshops, computer literacy training, social media workshops, and specialized workshops. Services will be purchased on a fixed unit price basis.

A response to this Request does not commit the Town to award a contract, nor does it hold the Town responsible for any costs incurred in the preparation of a proposal. The Town reserves the right to accept or reject any or all proposals as a result of this Request, and to negotiate with all qualified sources if it is in the best interest of the program.

The Oyster Bay Consortium is committed to the principles of Affirmative Action and Equal Employment Opportunity and hereby reaffirms that commitment. The Consortium and subcontractors will comply with all of the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity 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 permanent resident alien, refugee, asylee, parolee, or other immigrant authorized by the Attorney General to work in the United States, or participation in any WIOA financially assisted program or activity; Title II of the Genetic Information Nondiscrimination Act of 2008; the Non-traditional Employment for Women Act of 1991; 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; the Americans with Disabilities Act, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to, 29 CFR, Part 34. The United States Department of Labor has the right to seek judicial enforcement of this assurance.

The Request for Proposals package describing the scope of work and containing information necessary for submission can be obtained by contacting Linda Scalera, Acting Director of Employment and Training at (516) 797-4579 or by writing to:

Town of Oyster Bay
Frank V. Sammartano, Commissioner
Department of Intergovernmental Affairs
977 Hicksville Road
Massapequa, New York 11758

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY.
JOSEPH SALADINO, Supervisor. JAMES ALTADONNA JR., Town Clerk.
Dated: Oyster Bay, New York.



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

WHEREAS, by Town Board Resolution 69-2016, the Town Board authorized the retention of the law firm of Guercio & Guercio, LLP, for the purpose of representing the Town's interests in connection with labor relations matters; and

WHEREAS, John Canning, Commissioner, Department of Human Resources, by memorandum dated January 19, 2018, has requested that Resolution No. 69-2016, be amended to provide an additional amount not to exceed \$1,679.32 to satisfy outstanding invoices from Guercio & Guercio, LLP,

NOW, THEREFORE BE IT RESOLVED, That Town Board Resolution No. 69-2016 be amended to increase the authorized fees of Guercio & Guercio, LLP in an amount not to exceed \$1,679.32, including expenses and disbursements; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment from Account No. TWN AMW 9040 8404 000 0000 000, upon submission of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Human Resources

Reviewed By
Office of Town Attorney
[Signature]

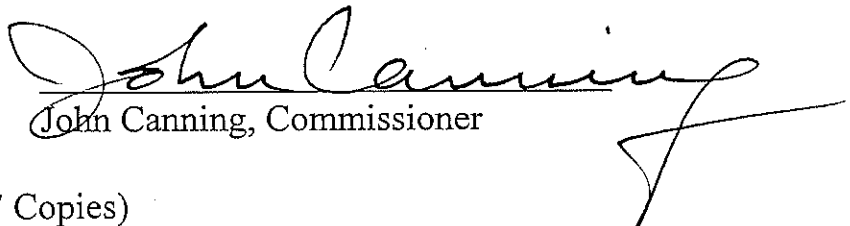
12

Town of Oyster Bay
Inter-Departmental Memo

TO: Memorandum Docket
FROM: John Canning, Commissioner
Department of Human Resources
DATE: January 19, 2018
RE: Labor Counsel

Town Board Resolution #69-2016 authorized the Town to enter into an Agreement with Jackson Lewis P.C., Guercio & Guercio, LLP, The Scher Law Firm, Bisceglie & Associates, P.C., and Silverman Acampora LLP, from January 1, 2016 through December 31, 2016, with two (2) one (1) year options to extend said agreement if mutually agreed upon. Resolution #696-2016 authorized the first one (1) year extension of this agreement from January 1, 2017 through December 31, 2017 in an amount not to exceed \$57,000. Funds were made available in Account TWN AMW 9040 84040 000 0000 000.

At this time, it is respectfully requested that the Town Board authorize an increase of \$1,679.32 to fund this account for services provided by Guercio & Guercio, LLP in 2017.


John Canning, Commissioner

cc: Town Attorney (with 7 Copies)
Attachments



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated August 3, 2017, authorized the Highway Department to clean up the premises located at 1 Lottie Avenue, Hicksville, New York 11801, also known as Section 12, Block 182, Lot 101 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 17, 2018, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 8, 2017, in the total amount of \$1,412.84, be referred to the County of Nassau for assessment,



NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated January 17, 2018, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,412.84 may be assessed by the Legislature of the County of Nassau against the parcel known as 1 Lottie Avenue, Hicksville, New York 11801, also known as Section 12, Block 182, Lot 101 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Town Clerk

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 17, 2018

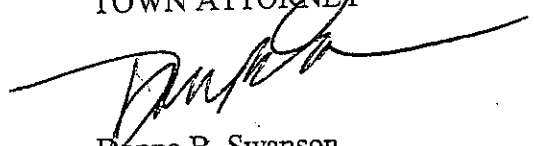
SUBJECT: Property Cleanup Assessment
1 Lottie Avenue, Hicksville, New York 11801
Section 12, Block 182, Lot 101

The Department of Planning and Development, by memorandum dated August 3, 2017, directed the Highway Department to clean the premises located at 1 Lottie Avenue, Hicksville, New York 11801, also known as Section 12, Block 182, Lot 101 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 11, 2017, advised that the property was cleaned by a crew from the Highway Department on August 8, 2017. The cost incurred by the Town of Oyster Bay was \$1,412.84.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

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

S:\DBS\Cleanups MD & Reso\MD 1 Lottie Ave 1.17.18doc

2017-6170
used Ltr

TOWN OF OYSTER BAY

Inter-Departmental Memo
August 3, 2017


To: JOHN BISHOP: ACTING DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 1 Lottie Avenue Hicksville, NY 11801
SBL:12-182-101

Notice of Violation (No. 17158) was issued to the owner of the above-referenced premises 07/21/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- The grass and weeds be cut.
- The bushes be trimmed.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY: 

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney

D4

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S
ACTS (INDIVIDUAL OR CORPORATION)
STANDARD NYBTU FORM 8007**

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 18th day of October 2006

between **MANJEET SINGH & SIMRAN KAUR**
1 Lottie Avenue, Hicksville, NY

party of the first part, and

party of the second part, **AMANDEEP KAUR**
232-17 Hillside Ave
Queens Village, NY 11427

WITNESSETH, that the party of the first part, in consideration of \$10⁰⁰ 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.

SEE ATTACHED DESCRIPTION

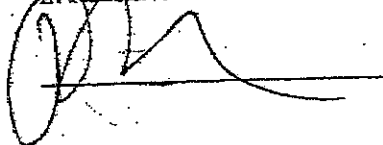
12
182
101

SAID premises being known as 1 LOTTIE AVENUE, HICKSVILLE, NY 11801


Said premises being and intended to be the same premises as those described in deed in reel 12041 page 17.

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:




MANJEET SINGH


SIMRAN KAUR

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

August 11, 2017

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 1 LOTTIE AVENUE, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,412.84.

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


JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN - UP 1 LOTTIE AVENUE, HICKSVILLE TO P & D

1 /017 AUG 29 A 11:27



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-182-101) 1 LOTTIE AVE HICKSVILLE 11801

Date Aug 8, 2017

Work Order # 38939

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
KEVIN FREIBERG	General Maintenance	02:30	\$34.59	00:00	0	\$86.48
OSCAR GUEVARA	General Maintenance	02:30	\$23.27	00:00	0	\$58.18
PAUL HARABEDIAN	General Maintenance	02:30	\$23.27	00:00	0	\$58.18
Total Labor						\$202.84

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD604	PICK-UP TRUCK 2007 FORD F-250 YW (HP907)	\$79.00	02:30	\$197.50
TD706	TRUCK DUMP 2011 FORD F350 YELLO (T-125) - Power Wagons	\$105.00	02:30	\$262.50
Total Equipment				\$460.00

Materials

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

Grand Total \$1412.84

Description of Work:

CLEAN UP 1 LOTTIE AVENUE HV

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Aug 10, 2017

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 5, 2017, authorized the Highway Department to clean up the premises located at 28 Pickwick Drive, Old Bethpage, New York 11804, also known as Section 47, Block 128, Lot 19 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 17, 2018, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 12, 2017, in the total amount of \$670.43, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated January 17, 2018, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$670.43 may be assessed by the Legislature of the County of Nassau against the parcel known as 28 Pickwick Drive, Old Bethpage, New York 11804, also known as Section 47, Block 128, Lot 19 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Town Clerk

Reviewed By
Office of Town Attorney

15

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 17, 2018

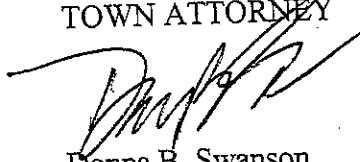
SUBJECT: Property Cleanup Assessment
28 Pickwick Drive, Old Bethpage, New York 11804
Section 47, Block 128, Lot 19

The Department of Planning and Development, by memorandum dated June 5, 2017, directed the Highway Department to clean the premises located at 28 Pickwick Drive, Old Bethpage, New York 11804 also known as Section 47, Block 128, Lot 19 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 20, 2017, advised that the property was cleaned by a crew from the Highway Department on June 12, 2017. The cost incurred by the Town of Oyster Bay was \$670.43.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Donna B. Swanson
Deputy Town Attorney

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

S:\DBS\Cleanups MD & Reso\MD 28 Pickwick Dr. 1.17.18.doc

2017-6140
Nud str

TOWN OF OYSTER BAY

Inter-Departmental Memo
June 5, 2017

To: JOHN BISHOP: ACTING DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 28 Pickwick Drive Old Bethpage, NY 11804
SBL: 47-128-19

Notice of Violation (No.17004) was issued to the owner of the above-referenced premises 05/25/17 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- The grass be cut in the rear yard.
- The bush be trimmed

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

ELIZABETH L. MACCARONE
COMMISSIONER

BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU



cc: Joseph Nocella, Town Attorney

501
09/11/27
0911427N
Executor's Deed - Individual or Corporation

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

THIS INDENTURE, made the 30th day of March in the year Two Thousand and Nine BETWEEN

Candice K. Fischer, 3000 Portofino Circle, #109, Palm Beach Gardens, Florida 33418

as executrix of the Estate of Sheldon Rein under the last will and testament of

Sheldon Rein, late of 28 Pickwick Drive, Old Bethpage, New York 11804 deceased,

party of the first part, and

Edward J. Boyle, residing at 300 County Line Road, Amityville, New York 11701

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 Four Hundred and Thirty-Two Thousand (\$432,000.00), Dollars, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Oyster Bay at Old Bethpage, County of Nassau and State of New York known and designated as and by Lot Numbered 19 in Block 128 on a certain map entitled, "Map of Lido at Old Bethpage, Section No. 1, Old Bethpage, Town of Oyster Bay, Nassau County, N.Y., surveyed July 1959 by Risso, Nelson and Pope Civil Engineers and Surveyors" and filed in the Nassau County Clerk's Office on December 24, 1959 as Map No. 7259 and being more particularly bounded and described as follows:

Tax Map
Designation:

BEGINNING at a point on the easterly side of Barry Lane West at the extreme northerly end of the arc of a curve having a radius of 10.00 feet connecting the easterly side of Barry Lane West and the northerly side of Pickwick Drive;

Dist:
Sec.: 47
Blk.: 128
Lot 19

RUNNING THENCE North 10 degrees 55 minutes 30 seconds East, along the easterly side of Barry Lane West, 75.00 feet;

THENCE South 79 degrees 4 minutes 30 seconds East, 125.00 feet;

THENCE South 31 degrees 34 minutes East, 57.60 feet to the northerly side of Pickwick Drive;

THENCE along the northerly side of Pickwick Drive, the following three courses and distances:

1. South 58 degrees 6 minutes West, 23.68 feet;
2. Southwesterly along the arc of a curve bearing to the right having a radius of 160 feet, a distance of 74.74 feet;
3. North 79 degrees 4 minutes 30 seconds West, 68.80 feet to the extreme easterly end of the above first mentioned Arc of a curve;

THENCE along said arc of a curve and bearing to the right having a radius of 10 feet, a distance of 15.71 feet to the point or place of BEGINNING.

"The grantors herein are the same parties and the premises herein is the same premises as described in deed, dated February 28, 2002 and recorded April 1, 2002 in Liber 11456 tp 4."

Said premises known as 28 Pickwick Drive, Old Bethpage, New York

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 also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise; 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:

for C. Boyle, Jr.

Candice K. Fischer
Candice K. Fischer, as Executrix of the Estate of
Sheldon Rein

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

June 20, 2017

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

FROM: JOHN P. BISHOP, ACTING DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 28 PICKWICK DRIVE, OLD BETHPAGE
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 \$670.43.

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


JOHN P. BISHOP
ACTING DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

2017 AUG 17 A 9:58

CLEAN-UP 28 PICKWICK DRIVE, OLD BETHPAGE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (47-128-19) 28 PICKWICK DR OLD BETHPAGE 11804

Date Jun 12, 2017

Work Order # 37389

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
KEVIN FREIBERG	General Maintenance	01:30	\$34.59	00:00	0	\$51.89
GARY LEWIS, II	General Maintenance	01:30	\$32.87	00:00	0	\$49.30
JOSEPH SANTANGELO	General Maintenance	01:30	\$41.75	00:00	0	\$62.63
JOSEPH PISZCZATOWSKI	General Maintenance	01:30	\$48.74	00:00	0	\$73.11
Total Labor						\$236.93

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	\$105.00	01:30	\$157.50
TD655	PICK-UP TRUCK 2009 FORD F-250 YW (16 / 016)	\$79.00	01:30	\$118.50
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:30	\$157.50
Total Equipment				\$433.50

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$670.43

Description of Work:

CLEAN UP 28 PICKWICK DRIVE OLD BETHPAGE

Signature: 

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Jun 19, 2017

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum July 25, 2017, authorized the Highway Department to clean up the premises located at 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 17, 2018, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 3, 2017, in the amount of \$1,910.00, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated January 17, 2018, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,910.00 may be assessed by the Legislature of the County of Nassau against the parcel known as 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By
Office of Town Attorney

16

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 17, 2018

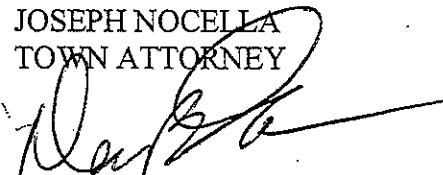
SUBJECT: Property Cleanup Assessment
2 Robin Court, Farmingdale, New York 11735
Section 48, Block 553, Lot 4

The Department of Planning and Development, by memorandum dated July 25, 2017, directed the Highway Department to clean the premises located at 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 8, 2017, advised that the property was cleaned by a crew from the Highway Department on August 3, 2017. The cost incurred by the Town of Oyster Bay was \$1,910.00.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Donna B. Swanson
Deputy Town Attorney

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

S:\DBS\Cleanups MD & Reso\MD 2 Robin Ct 1.17.18doc

TOWN OF OYSTER BAY

Inter-Departmental Memo
July 25, 2017Ken B.
HIGHWAY DEPARTMENT
JUL 27 2:27:27

To: JOHN BISHOP: ACTING DEPUTY COMMISSIONER/HIGHWAY

From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU

Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT

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

Notice of Violation (No.17593) was issued to the owner of the above-referenced premises 07/13/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- The grass and weeds be cut.
- The bushes be trimmed.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

2044 18/1/5N

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 AVE. PORT WASHINGTON, NEW YORK, ELIZABETH ERNST, RESIDING AT 85 LEACH STREET, STOUGHTON, MASS., AND JANET RASKA, 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

CEB.

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

August 8, 2017

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


FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 2 ROBIN COURT, FARMINGDALE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,910.00.

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



JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb


Enc. T & M sheet

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

2017 AUG 29 A.M. 2:11
TOWN OF OYSTER BAY
CLERK OF THE BOARD



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

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

Date Aug 3, 2017

Work Order # 38711

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
DONALD CHANDLER	General Maintenance	01:00	\$44.61	01:00	1.5	\$111.52
GIACOMO GRANDINE	General Maintenance	01:00	\$50.75	01:00	1.5	\$126.88
RICHARD JULIANO	General Maintenance	01:00	\$42.34	01:00	1.5	\$105.85
JOHN PIETROSANTE	General Maintenance	01:00	\$44.49	01:00	1.5	\$111.23
ANTHONY VOLLONO	General Maintenance	01:00	\$50.61	01:00	1.5	\$126.52
Total Labor						\$582.00

Tools/Vehicle

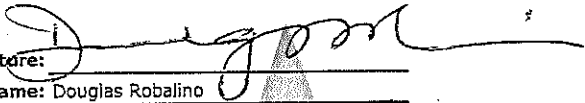
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU409	PICK UP 2011 FORD F250 TAN (11 / 007)	\$0.00	02:00	\$0.00
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	02:00	\$158.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	02:00	\$210.00
TD728	POWER WAGON 2015 T-245	\$105.00	02:00	\$210.00
Total Equipment				\$578.00

Materials

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

Grand Total \$1910.00

Description of Work:
CLEAN UP 2 ROBIN COURT FM

Signature: 
Name: Douglas Robalino
Title: Director of Highway Operations
Date: Aug 8, 2017

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 22, 2017, authorized the Highway Department to clean up the premises located at 4 Coronet Lane, Plainview, New York 11803, also known as Section 12, Block 537, Lot 2 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 17, 2018, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 12, 2017, in the total amount of \$221.29, be referred to the County of Nassau for assessment,

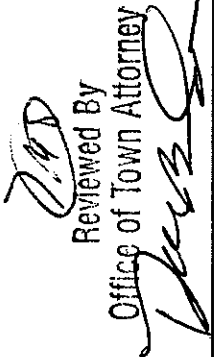
NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated January 17, 2018, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$221.29 may be assessed by the Legislature of the County of Nassau against the parcel known as 4 Coronet Lane, Plainview, New York 11803, also known as Section 12, Block 537, Lot 2 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By
Office of Town Attorney


17

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 17, 2018

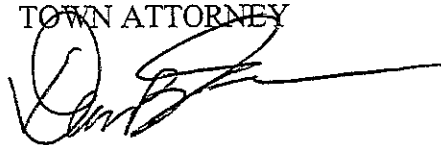
SUBJECT: Property Cleanup Assessment
4 Coronet Lane, Plainview, New York 11803
Section 12, Block 537, Lot 2

The Department of Planning and Development, by memorandum dated May 22, 2017, directed the Highway Department to clean the premises located at 4 Coronet Lane, Plainview, New York 11803, also known as Section 12, Block 537, Lot 2 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 19, 2017, advised that the property was cleaned by a crew from the Highway Department on June 12, 2017. The cost incurred by the Town of Oyster Bay was \$221.29.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

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

S:\DBS\Cleanups MD & Reso\MD 4 Coronet Ln 1.17.18.doc

2017-6128
Need it

TOWN OF OYSTER BAY

Inter-Departmental Memo May 22, 2017

To: JOHN BISHOP: ACTING DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 4 Coronet Lane Plainview, NY 11803
SBL: 12-537-2

Notice of Violation (No.16911) was issued to the owner of the above-referenced premises 05/10/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- The grass be cut.
- The bushes be trimmed.

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

ELIZABETH L. MACCARONE
COMMISSIONER

BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney

DB-5

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

June 19, 2017

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

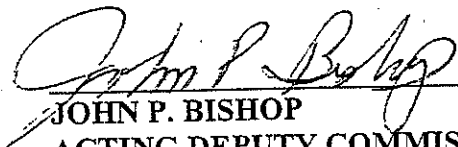
FROM: JOHN P. BISHOP, ACTING DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 4 CORONET LANE, PLAINVIEW
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$221.29.

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



JOHN P. BISHOP
ACTING DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN-UP 4 CORONET LANE, PLAINVIEW TO P & D

2017 AUG 11 P 1:10
TOWN OF OYSTER BAY
CLERK OF THE BOARD



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-537-2) 4 CORONET LN PLAINVIEW 11803

Date Jun 12, 2017

Work Order # 37169

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ROBERT SEE	General Maintenance	01:00	\$25.30	00:00	0	\$25.30
THOMAS PARKS	General Maintenance	01:00	\$27.89	00:00	0	\$27.89
ANTHONY MARASUILO	General Maintenance	01:00	\$36.45	00:00	0	\$36.45
RAYMOND SWIERKOWSKI	General Maintenance	01:00	\$26.65	00:00	0	\$26.65
Total Labor						\$116.29

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
AH026	ASPHALT HEATER 2005 SPAUL 4RMV YW (AH-15)	\$0.00	01:00	\$0.00
TD634	TRUCK DUMP 2008 FORD F350 YW (T175 / T-175) - Power Wagons	\$105.00	01:00	\$105.00
Total Equipment				\$105.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$221.29

Description of Work:
CLEAN UP 4 CORONET LANE PV

Signature: _____

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Jun 16, 2017

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 6, 2017, authorized the Highway Department to clean up the premises located at 7 Bayview Place, Massapequa, New York 11758, also known as Section 66, Block 134, Lots 175 and 276 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 17, 2018, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 14, 2017, in the total amount of \$885.12, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated January 17, 2018, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$885.12 may be assessed by the Legislature of the County of Nassau against the parcel known as 7 Bayview Place, Massapequa, New York 11758, also known as Section 66, Block 134, Lots 175 and 276 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]

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

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

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

14

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 17, 2018

SUBJECT: Property Cleanup Assessment
7 Bayview Place, Massapequa, New York 11758
Section 66, Block 134, Lots 175 and 276

The Department of Planning and Development, by memorandum dated June 6, 2017, directed the Highway Department to clean the premises located at 7 Bayview Avenue, Massapequa, New York 11758, also known as Section 66, Block 134, Lots 175 and 276 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 20, 2017, advised that the property was cleaned by a crew from the Highway Department on June 14, 2017. The cost incurred by the Town of Oyster Bay was \$885.12.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

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

S:\DBS\Cleanups MD & Reso\MD 7 Bayview Pl 1.17.18doc

2017-6166

Need it

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 6, 2017

To: JOHN BISHOP: ACTING DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 7 Bayview Avenue Massapequa, NY 11758
SBL: 66-134-175

Notice of Violation (No.16769) was issued to the owner of the above-referenced premises 04/03/17 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- The grass be cut.
- The bushes be trimmed.
- The litter and debris be removed.

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

ELIZABETH L. MACCARONE
COMMISSIONER

BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

TRANSFER TAX - \$1,100.00

DEED

THIS INDENTURE, made the 3rd day of March, nineteen hundred and ninety-nine BETWEEN, Joseph Cooney, residing at 75 Park Boulevard, Massapequa Park, New York party of the first part,

and Christopher Collins and Kelly Collins, ^{his wife} party of the second part, residing at 63 Wheelbarrow Lane Wantagh, NY. 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,

(Property description annexed hereto as Schedule "A")

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 payment of the cost of 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.

The Grantor is the same person described as Grantee in deed recorded in Liber 10041, Page 627 and is the surviving spouse of Barbara A. Cooney, deceased.

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

IN PRESENCE OF:

A. A. D.

Joseph Cooney
Joseph Cooney

~~DEED~~ SECT: 66 BLOCK: 134 LOT: 175 & 275

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

June 20, 2017

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


FROM: JOHN P. BISHOP, ACTING DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 7 BAYVIEW PLACE, E. 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 \$885.12.

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


JOHN P. BISHOP
ACTING DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. 1 & M sheet

CLEAN-UP 7 BAYVIEW PLACE, E. MASSAPEQUA TO P & D

See Attached 6/27/17

1 381 AUG 29 A 11 2 11



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (66-134-175) 7 BAYVIEW PL E MASSAPEQUA 11758

Date Jun 14, 2017

Work Order # 37452

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
BRYAN HIGGINS	General Maintenance	01:30	\$35.26	00:00	0	\$52.89
GARY LEWIS, II	General Maintenance	01:30	\$32.87	00:00	0	\$49.30
TIMOTHY OLSON	General Maintenance	01:30	\$38.84	00:00	0	\$58.26
JOSEPH SANTANGELO	General Maintenance	01:30	\$41.75	00:00	0	\$62.63
VINCENT PADAVANO	General Maintenance	01:30	\$47.36	00:00	0	\$71.04
Total Labor						\$294.12

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	\$105.00	01:30	\$157.50
TD648	PICK-UP TRUCK 2009 FORD F-250 YW (T-010 / 010)	\$79.00	01:30	\$118.50
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:30	\$157.50
TR202	TRAILER 2015 FELLI FT6T BL	\$105.00	01:30	\$157.50
Total Equipment				\$591.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$885.12

Description of Work:

CLEAN UP 7 BAYVIEW AVENUE MASSAPEQUA.

Signature:

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Jun 19, 2017

WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated January 17, 2018, have advised that the Office of the Town Attorney issued a request for proposals relative to Hearing Officers for employee relations matters; and

WHEREAS, three (3) responses were timely received, each which was evaluated in accordance with the Town of Oyster Bay Procurement Policy and Guidelines 6 and 9 thereof; and

WHEREAS, following such evaluation, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, have recommended that the following Hearing Officers be appointed with respect to Town of Oyster Bay employee relations matters, from February 6, 2018 through December 31, 2018, with two (2) one year extension options, at a compensation rate of \$350.00 per diem, not to exceed \$35,000.00 per year:

ANTHONY T. BALLATO, ESQ.
5476 Merrick Road
Massapequa, NY 11758

BRIAN J. DAVIS, ESQ.
400 Garden City Plaza, Suite 430
Garden City, NY 11530

JOHN D. NAGY, ESQ.
4 Orchard Lane
Sea Cliff, NY 11579

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 Town of Oyster Bay employee relations matters, from February 6, 2018 through December 31, 2018, with two (2) one year extension options, at a compensation rate of \$350.00 per diem, not to exceed \$35,000.00 per year; 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:

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

19

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 17, 2018

SUBJECT: Hearing Officers – Employee Relations Matters
For February 6, 2018 – December 31, 2018

Requests were solicited for proposals for hearing officers for a one-year contract with two one-year extension options with respect to Town of Oyster Bay employee relation matters. The request was sent to four (4) firms. A total of three (3) responses were received by the deadline established in the RFP. In accordance with the requirements of the Town's Procurement Policy and Guidelines 6 and 9 thereof, this Office evaluated each response as to the firms' experience, qualifications and responsiveness to the RFP.

After review and analysis of all responses received, this office recommends the following individuals, based upon their qualifications and experience, for appointment as members of the Hearing Officers Panel for the Town of Oyster Bay for the period February 6, 2018 through December 31, 2018, with two one-year extension options:

ANTHONY T. BALLATO, ESQ.
5476 Merrick Road
Massapequa, New York 11758

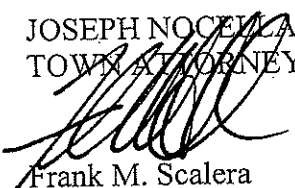
BRIAN J. DAVIS, ESQ.
400 Garden City Plaza, Suite 430
Garden City, New York 11530

JOHN D. NAGY, ESQ.
4 Orchard Lane
Sea Cliff, New York 11579

Compensation shall be at a rate of \$350.00 per diem, not to exceed \$35,000.00 per year. Funds are available from Account No. OTA A 1420 44800 000 0000.

Please place this matter upon the next available Town Board Calendar for action thereupon.

JOSEPH NOCELLA
TOWN ATTORNEY


Frank M. Scalera
Chief Deputy Town Attorney

FMS:mek
Enclosures
S:\Attorney\RESOS 2018\MD Hearing Officers FMSdocx
cc: Town Attorney (with 7 copies)



WHEREAS, by Resolution 632-2015, as amended by Resolution 18-2017, authorized the retention of physicians in order to perform independent medical examinations ("IMEs") in connection with negligence actions commenced against the Town; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated January 19, 2017, indicated that during the course of calendar year 2017, the Office of the Town Attorney encountered difficulty in securing IME services from the list of physicians that were originally procured; and

WHEREAS, in order to meet court ordered deadlines for IMEs, the Office of the Town Attorney utilized the services of P. Leo Varriale, M.D., 520 Franklin Avenue, Suite 151, Garden City, New York 11530, at a rate of \$700.00 per IME; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, have requested that the Town Board amend Resolution 632-2015 in order to ratify the actions of the Office of the Town Attorney in retaining the IME services of Dr. P. Leo Varriale and that the Town Board authorize payment for said services in an amount not to exceed \$3,800.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth, is accepted and approved, and the Town Board hereby ratifies the actions of the Office of the Town Attorney in retaining the IME services of Dr. P. Leo Varriale, 520 Franklin Avenue, Suite 151, Garden City, New York 11530; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment for same, in an amount not to exceed \$3,800.00, upon presentation of a duly certified claim, after audit, with the funds and said payment to be drawn from Account No. OTA A 1420 44110 605 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

21

Town of Oyster Bay

Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: January 19, 2018

SUBJECT: Amendment to Resolution 632-2015
Independent Medical Examination Physicians

On November 10, 2015, the Town Board adopted Resolution 632-2015, which authorized the retention of certain physicians for the purpose of conducting independent medical examinations ("IME") in connection with negligence actions brought against the Town. By Resolution 18-2017, the Town Board authorized a one (1) year extension of the term for such services.

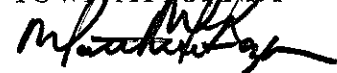
However, over the course of calendar year 2017, it became increasingly difficult for this Office to secure IMEs at the previously established rates. In some instances, certain IME providers increased their rates and would not honor the rate pre-determined rates. In other instances, certain IME providers concluded their practice and were no longer conducting IMEs. .

In order to comply with court ordered deadlines, this Office identified an IME provider who was able and willing to conduct IMEs at a rate that was consistent with the rates that were solicited through the original request for proposals. The physician, P. Leo Varriale, M.D., charged a flat rate of \$700.00 for IMEs and medical records review (with the exception on one IME that involved extensive medical record review). Dr. Varriale was identified through the Office of the Nassau County Attorney, which also used Dr. Varriale's services.

There are presently five (5) invoices outstanding for the total amount of \$3,800.00. Request is hereby made to amend Resolution 632-2015, as amended by Resolution 18-2017, so as to ratify the actions of the Office of the Town Attorney in retaining the services of Dr. P. Leo Varriale, 520 Franklin Avenue, Suite 151, Garden City, New York 11530 for the purposes of IMEs and to authorize payment for same.

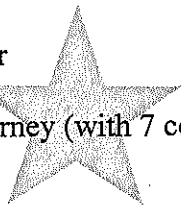
Funds are available from Account No. OTA A 1420 44110 605 0000.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmmr
Enclosures
Town Attorney (with 7 copies)



WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated January 19, 2018, advised that in order to effectively represent the Town in certain legal matters, the Office of the Town Attorney requires the official transcript from the court reporter designated by the court, and they requested and recommended that the Town Board authorize payment to court designated court reporters for the period beginning February 6, 2018 through and including December 31, 2018, so that transcripts of proceedings may be ordered by the Office of the Town Attorney, with funds to be drawn from Account No. OTA A 1420 44110 604 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is hereby accepted, and payments to court mandated court reporters in an amount not to exceed \$3,000.00 is hereby authorized at the rate pre-determined by the Court; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

Town of Oyster Bay

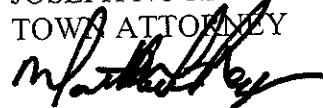
Inter-Departmental Memo

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : January 19, 2018
SUBJECT : Court Mandated Court Reporters

In order to effectively represent the Town in certain legal matters, the Office of the Town Attorney requires the official transcript from the court reporter designated by the court. Despite being employed by the New York State Judiciary, the reporters directly charge the Town – as well as any other party – for any transcript ordered, at a rate that is pre-determined by the Court.

This Office recommends that the Town Board authorize payment of these court designated court reporters for the period beginning February 6, 2018 through and including December 31, 2018 so that we may obtain copies of transcripts. As is customary, the court reporters will submit a Town of Oyster Bay claim form with the transcript(s), which will then be submitted for audit and payment. Funds in an amount not to exceed \$3,000.00 are available in Account No. OTA A 1420 44110 604 0000.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mek
Attachment
cc: Town Attorney (with 7 copies)

S:\Attorney\RESOS 2018\Court Mandated Court Reporters MMR.docx



WHEREAS, by Resolution No. 624-2017, adopted on October 3, 2017, the Town Board authorized the Town to host a charity hockey game featuring members of the New York Rangers Alumni Association, with the Town to receive forty-five (45%) percent of the proceeds of tickets and other sales associated with the event; and

WHEREAS, by Resolution No. 3-2018, adopted on January 9, 2018, the Town Board accepted the donation of \$2,500.00 from the New York Rangers Alumni Association, representing a portion of proceeds from the charity game; and

WHEREAS, Andrew S. Rothstein, Director of Operations, Office of the Supervisor, by memorandum dated January 18, 2018, requested Town Board authorization to accept an additional donation of \$32,237.06 from the New York Rangers Alumni Association, representing proceeds from the charity hockey game held on November 3, 2017, said funds to be deposited into Trust Account No. TWN TA 000 00085 439 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board hereby authorizes the Office of the Supervisor to accept the donation of \$32,237.06 from the New York Rangers Alumni Association to support the Town's youth hockey programs and the funds are to be deposited into Trust Account No. TWN TA 000 00085 439 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

27

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET


FROM : OFFICE OF THE SUPERVISOR

DATE : JANUARY 18, 2018


SUBJECT : PROCEEDS IN THE AMOUNT OF THIRTY TWO THOUSAND TWO
HUNDRED THIRTY SEVEN DOLLARS AND SIX CENTS (\$32,237.06)
FROM CHARITY HOCKEY GAME

Town Board authorization is recommended and respectfully requested to accept the amount of \$32,237.06, as a result of proceeds of a charity hockey game featuring members of the New York Rangers Alumni Association at the Town of Oyster Bay Ice Skating Center on November 3, 2017.

Said funds should be deposited into Trust Account,
TWN TA 000 00085 439 0000.


Andrew S. Rothstein
Director of Operations

ASR:dp
Attachment
cc: Town Attorney (original w/7 copies)



WHEREAS, by Resolution No. 643-2017, adopted on October 3, 2017, the Town Board authorized and directed Nelson & Pope Engineers & Land Surveyor, PLLC, to provide on-call engineering services in connection with Contract No. PWC07-16, On-Call Engineering Services Relative to Civil Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated January 19, 2018, and Nelson & Pope Engineers & Land Surveyor, PLLC, by letter dated January 17, 2018, requested to utilize East Coast Geoservices, LLC, as a sub-consultant for soil borings and asphalt pavement cores relative to On-Call Engineering Services relative to Civil Engineering under Contract No. PWC07-16, at no additional cost to the Town, nunc pro tunc to October 27, 2017; and

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is accepted and approved, and Nelson & Pope Engineers & Land Surveyor, PLLC, is hereby authorized to utilize East Coast Geoservices, LLC, as a sub-consultant for soil borings and asphalt pavement cores in connection with Contract No. PWC07-16, at no additional cost to the Town, nunc pro tunc to October 27, 2017.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

Reviewed By
Office of Town Attorney
[Signature]

24

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

JANUARY 19, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: USE OF SUB-CONSULTANT
ON-CALL ENGINEERING SERVICES RELATIVE TO CIVIL ENGINEERING
CONTRACT NO. PWC07-16

The office of Nelson & Pope Engineers & Land Surveyor, PLLC has been authorized and directed by Resolution No. 643-2017 to proceed with engineering services relative to road and drainage improvements for the William Street Area, Glen Head, Contract No. PWC07-16. Attached is a letter dated January 17, 2018 concerning a request by Nelson & Pope Engineers & Land Surveyor, PLLC to be authorized to use, as a sub-consultant, East Coast Geoservices, LLC, for soil borings and asphalt pavement cores, relative to the above-captioned project.

These services are included in the previously approved consultant authorization at no additional cost to the Town. It is requested that these services be permitted to begin *nunc pro tunc* to October 27, 2017.

Therefore, it is hereby requested that Nelson & Pope Engineers & Land Surveyor, PLLC be authorized by resolution to use, as a sub-consultant, East Coast Geoservices, LLC, for soil borings and asphalt pavement cores, relative to On-Call Engineering Services relative to Civil Engineering, Contract No. PWC07-16.



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

RWL/MR/ik

c: Joseph Nocella, Town Attorney (w/7 copies)
Steven C. Ballas, Comptroller
Kathy Stefanich, DPW/Administration
John Bishop, Deputy Commissioner/Highway

PWC07-16 N&P DOCKET ECG SUB ADD



NELSON & POPE

ENGINEERS & SURVEYORS

JOSEPH R. EPIFANIA, P.E. • ROBERT G. NELSON JR., P.E. • THOMAS F. LIMBO, P.E. • ERIC J. McFERRAN, P.E.
THOMAS C. DIXON, P.E. • GREGORY D. PETERMAN, P.L.S. • RUSSELL Z. SCOTT, P.E.
VICTOR BERT, P.E. • GARY S. BECKER, P.E.

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188
PHONE: 631.427.5665 • FAX: 631.427.5620 • NELSONPOPE.COM

January 17, 2018

Matthew Russo, PE
Town of Oyster Bay
Department of Public Work
150 Miller Place
Syosset, NY 11791

Re: William Street Roadway & Stormwater Improvements
Nelson & Pope No. 14102

Dear Mr. Russo:


Submitted herewith, for your review and approval, is a request to use the following sub-consultant for the above referenced project:

East Coast Geoservices, LLC
P.O. Box 2806
Huntington Station, NY 11746
Phone: (631) 786-8494

East Coast Geoservices was retained for the purposes of performing soil borings and asphalt pavement cores at various areas within the limits of the project. The information obtained was required to evaluate the existing conditions of the roadways as well as assist Nelson & Pope in recommending potential solutions.

Should you wish to discuss the above more in detail, please do not hesitate to contact me.

Respectfully submitted,


Russell Z. Scott, PE
Partner

WHEREAS, by Resolution No. 753-2015, adopted on December 15, 2015, the Town Board authorized and directed Nelson & Pope Engineers and Land Surveyor, PLLC to provide on-call engineering services in connection with Contract No. PWC07-16, On-Call Engineering Services Relative to Civil Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memoranda dated September 15, 2017 and September 22, 2017, requested Town Board authorization for Nelson & Pope Engineers and Land Surveyor, PLLC to provide On-Call Engineering Services related to the survey, pavement analysis and development of construction alternatives for road and drainage improvements to the William Street Area, Glen Head under Contract No. PWC07-16, for Project ID No. 1503HWYDB-02, and further requested that the Office of the Comptroller issue an encumbrance order in an amount of \$59,650.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008; and

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is accepted and approved, and Nelson & Pope Engineers and Land Surveyor, PLLC. is hereby authorized to proceed to provide services in connection with Contract No. PWC07-16, On-Call Engineering Services Relative to Civil Engineering, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$59,650.00, for Contract No. PWC 07-16, for Project ID No. 1503HWYDB-02, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008.

—#—

7/14/17
Reviewed By
Office of Town Attorney

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

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

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

WHEREAS, by Town Board Resolution No. 280-2017, adopted on May 23, 2017, de Bruin Engineering, P.C., was approved to provide Engineering Services Relative to Fence Replacement Throughout the Town of Oyster Bay, Contract No. HFR 18-172; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated January 19, 2018, stated that the Department of Public Works has approved the specifications for the abovementioned Contract and recommended that the Division of Engineering be authorized and directed to proceed with the bidding phase and construction phase for Contract No. HFR18-172; and

WHEREAS, Commissioner Lenz by said memorandum requested that the Town Board authorize the Division of Purchasing to proceed with setting a date for receiving bids for this contract by contacting the Division of Engineering to establish the bid date,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Division of Engineering is authorized and directed to proceed with the bidding phase and construction phase for Contract No. HFR18-172, and the Division of Purchasing is hereby authorized to proceed with setting a bid date for receiving bids for Contract No. HFR18-172 by contacting the Division of Engineering to establish the bid date.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway
General Services

Reviewed By
Office of Town Attorney

26
TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

JANUARY 19, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: REQUEST TO ENTER BID & CONSTRUCTION PHASES
REQUIREMENTS CONTRACT FOR FENCE REPLACEMENT
THROUGHOUT THE TOWN OF OYSTER BAY
CONTRACT NO. HFR18-172

The office of de Bruin Engineering, P.C., has been approved by Resolution 280-2017 to provide engineering services for the preparation of the above-referenced contract. The initial term of this contract shall be one year from the date of award.

The Commissioner of the Department of Public Works/Highway has approved the specifications and recommends that the Division of Engineering be authorized and directed to proceed with the bidding phase and construction phase for Contract No. HFR18-172.

It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract. They are requested to contact the Division of Engineering to establish a bid date.



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


RWL/MR/ik

Attachment

cc: Office of the Town Attorney (w/7 copies)
Christine M. Wiss, Deputy Comptroller
Eric Tuman, Commissioner/General Services
John Bishop, Deputy Commissioner/Highways

HFR18-172 DOCKET REQUEST TO BID

WHEREAS, pursuant to public notice, bids were duly solicited and regularly received for Engineering Services Contracts relative to Various Highway Requirements Contracts throughout the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. H17-152, and said bids were publicly opened and read on March 2, 2017; and

WHEREAS, the lowest responsible bids submitted were as follows:

Consultant Cont. No.	Requirements Contract	Firm	Total Fee
H17-152-A	Concrete Replacement	Nelson & Pope	\$ 8,500.00
H17-152-B	Fence Replacement	de Bruin Engineering, P.C.	\$13,500.00
H17-152-C	General Reconstruction	LiRo Engineers, Inc.	\$17,100.00
H17-152-D	Road Restoration	Lockwood, Kessler & Bartlett	\$ 6,500.00
H17-152-E	Tree Planting	Cashin Associates, P.C.	\$ 9,800.00
H17-152-F	Tree Trimming	Cashin Associates, P.C.	\$ 8,200.00
H17-152-G	Utility Patch	Lockwood, Kessler & Bartlett	\$10,000.00;

and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated May 8, 2017, recommended that the bids as hereinabove set forth be accepted,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth, are accepted, and Contract No. H17-152-A through G, shall be awarded to the above, in the total amount of \$73,600.00, in accordance with the provisions thereunder; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same upon presentation of duly certified claims after audit; and be it further

RESOLVED, that funds are available to satisfy the encumbrance in the amount of \$73,600.00 from Account No. HWY H 5197 20000 000 1503 008.

-#-

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

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

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

Reviewed By
Office of Town Attorney

Meeting of February 6, 2018

Resolution No. 78-2018

WHEREAS, by Resolution No. 852-2017, adopted on December 12, 2017, the Town Board authorized and directed LiRo Engineers, Inc., to provide Engineering Services in connection with Contract No. DPW17-167, On-Call Engineering Services relative to the Design, Bid and Construction of the expansion of Ellsworth W. Allen Park, Farmingdale, in the Town of Oyster Bay, in accordance with the specifications contained in Contract No. DPW17-167; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated January 22, 2018, and LiRo Engineers, Inc., by letter dated January 19, 2018, requested to utilize Universal Testing and Inspection, Inc., as a sub-consultant for soil borings relative to the expansion of Ellsworth W. Allen Park under Contract No. DP17-167, at no additional cost to the Town, nunc pro tunc to January 24, 2018; and

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is accepted and approved, and LiRo Engineers, Inc., is hereby authorized to utilize Universal Testing and Inspection, Inc., as a sub-consultant for soil borings in connection with Contract No. DP17-167, at no additional cost to the Town, nunc pro tunc to January 24, 2018.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Parks

Reviewed By
Office of Town Attorney

27

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

JANUARY 22, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: USE OF SUB-CONSULTANT
EXPANSION OF ELLSWORTH W. ALLEN PARK
CONTRACT NO. DP17-167

The office of LiRo Engineers, Inc. has been authorized and directed by Resolution No. 852-2017 to proceed with engineering services relative to the Expansion of Ellsworth W. Allen Park. Attached is a letter dated January 19, 2018 concerning a request by LiRo Engineers, Inc. to be authorized to use, as a sub-consultant, Universal Testing and Inspection, for soil borings relative to the above-captioned project.

These services are included in the previously approved consultant authorization at no additional cost to the Town. It is requested that these services be permitted to begin *nunc pro tunc* to January 24, 2018.

Therefore, it is hereby requested that LiRo Engineers, Inc. be authorized by resolution to use, as a sub-consultant, Universal Testing, Inc., for soil borings, relative to Expansion of Ellsworth W. Allen Park, Contract No. DP17-167.



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

dit.
RWL/MR/ik

c: Joseph Nocella, Town Attorney (w/7 copies)
Steven C. Ballas, Comptroller
Kathy Stefanich, DPW/Administration
Joseph Pinto, Commissioner/Parks

DP17 167 DOCKET UNIVERSAL SUB ADD



LiRo Engineers, Inc.

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421

19 January 2018
LiRo No. 18-001-0424

Richard Lenz, P.E.
Commissioner, Department of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Attention: Matt Russo, P.E.

Re: Expansion of Ellsworth W. Allen Park

Dear Commissioner Lenz:

We respectfully request the approval of Universal Testing & Inspection as a sub consultant who has contributed to completion of the above referenced project.

Universal Testing & Inspection, will conduct soil borings and report on the condition of the subsurface soil conditions and water level in the project area.

Approval of this sub consultant will not increase our overall engineering budget.

We trust this meets with your approval and appreciate the opportunity to continue to support the Town on this building project. Should you have any questions, please contact me.

Very truly yours,

LiRo ENGINEERS, INC.

Michael Kwaschyn, P.E.
Vice President

Meeting of December 12, 2017

Resolution No. 852-2017

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated December 5, 2017, advised that on October 25, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to the Design, Bid and Construction of the Expansion of Ellsworth W. Allen Park, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. DPW17-167; and

WHEREAS, in response to that Request for Proposals, seven (7) responses were timely received by the Department of Public Works; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected LiRo Engineers, Inc., to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy. Accordingly, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with LiRo Engineers, Inc. The Department of Public Works further requested total authorization of \$513,510.00, that \$280,710.00 of the total authorization be encumbered for the Design Phase; \$2,500.00 for the Bid Phase, and \$230,300.00 for the Construction Phase, it was requested that the Comptroller encumber funds relative to the design phase in the total amount of \$280,710.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. DPW17-167 with LiRo Engineers, Inc., in the amount of \$280,710.00, in accordance with the provisions thereunder; and be it further

RESOLVED, That funds are available to satisfy the total encumbrance in the amount of \$280,710.00 from Account No. PKS H7197 20000 000 1502 001; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same in the total amount of \$280,710.00, upon presentation of a duly certified claim, after audit, and the funds for said payment shall be drawn from account No. PKS H7197 20000 000 1502 001.

-#-

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

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

cc: Supervisor (?)
Town Attorney
Comptroller
Public Works

WHEREAS, by Resolution No. 59-2017, adopted January 24, 2017, the Town Board authorized the Office of the Comptroller to continue to utilize the professional services of several companies, including Bowne Management Systems, Inc. under Contract No. PWC 072-12, On-Call Supply and Technical Assistance from January 1, 2017 through December 31, 2017; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated December 4, 2017, informed the Town Board that the Office of the Comptroller had issued a Request for Proposals ("RFP") for Technology Consulting Services, such as that provided by Bowne Management Systems, Inc. under Contract No. PWC 072-12, and, in accordance with Town procurement procedures, an IT Committee was reviewing the proposals received from nine vendors prior to the RFP due date of October 23, 2017. In order to give the Committee sufficient time to thoroughly evaluate the proposals, Comptroller Ballas requested Town Board authorization to continue to utilize the existing services of IT companies, including Bowne Management Systems, Inc., under Contract No. PWC 072-12. By Resolution 826-2017, adopted December 12, 2017, the Town Board authorized the Office of the Comptroller to continue to utilize the professional services of several companies, including Bowne Management Systems, Inc., under Contract No. PWC 072-12, On-Call Supply and Technical Assistance;

WHEREAS, by memorandum dated January 25, 2018, Comptroller Ballas informed the Town Board that LiRo Engineers, Inc. had notified the Town that it has acquired all assets of Bowne Management Systems Inc. Comptroller Ballas requested that the Town Board authorize the Supervisor and/or his designee to execute a "Consent and Agreement", whereby the Town consents to allow Bowne Management Systems, Inc. to transfer its remaining obligations to the Town under Contract PWC 072-12, On-Call Supply and Technical Assistance, to LiRo Engineers, Inc.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth, is accepted and approved, and the Supervisor and/or his designee is hereby authorized to execute the aforesaid "Consent and Agreement" and to utilize the services of LiRo Engineers, Inc., as assigned by Bowne Management Systems Inc., pursuant to Contract No. PWC 072-12, On-Call Supply and Technical Assistance, for the time period designated by Resolution 826-2017, adopted December 12, 2017.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

29

**TOWN OF OYSTER BAY
Inter-Departmental Memo**

JANUARY 25, 2018

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER

**Subject: ON-CALL TECHNOLOGY CONSULTING SERVICES PWC 072-12
CONSENT AND AGREEMENT ASSET ACQUISITION BY
THE LIRO GROUP OF BOWNE MANAGEMENT SYSTEMS, INC.**

Town Board approval is requested for the Supervisor and/or his designee to sign the Consent and Agreement document wherein The LiRo Group acquired all assets of Bowne Management Systems, Inc.

The attached Consent and Agreement has been reviewed and approved by the Office of the Town Attorney.

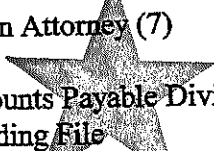
The LiRo Group requires such consent for continuation of services as granted by Resolution # 826-2017 (attached).


**STEVEN C. BALLAS
COMPTROLLER**

Attachments

SCB:mr

cc: Town Attorney (7)
IAD
Accounts Payable Division
Reading File



CONSENT AND AGREEMENT

This Consent and Agreement (this "**Consent**"), made and entered into this 11th day of January, 2018, by and among Town of Oyster Bay with an office located at 74 Audrey Ave Oyster Bay, NY 11771 (the "**Client**") and Bowne Management Systems Inc. with an office located at 235 East Jericho Turnpike, Mineola, NY 11501 ("**Assignor**"), and LiRo Engineers, Inc., with an office located at 3 Aerial Way, Syosset NY 11791 ("**LiRo**").

WHEREAS, the Client and Assignor are parties to certain agreement(s) (the "**Assigned Agreement(s)**") listed on Exhibit A hereto;

WHEREAS, Assignor and LiRo entered into an Asset Purchase Agreement on January 9, 2018, pursuant to which LiRo acquired substantially all of the assets of Assignor;

WHEREAS, Assignor desires to assign to LiRo (or its affiliate) all of Assignor's right, title and interest in and to the Assigned Agreements; and

WHEREAS, the Client is willing to consent to the assignment by Assignor to LiRo of Assignor's right, title and interest in and to the Assigned Agreement(s), upon condition that LiRo assumes all of Assignor's duties and obligations under the Assigned Agreement(s).

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows.

1. Assignment. The Client hereby consents to the assignment by Assignor to LiRo (or an affiliate) of all of Assignor's right, title and interest in and to the Assigned Agreement(s), effective as of December 30, 2017, (the effective date of the transaction).

2. Representations and Warranties. The Client represents and warrants for the benefit of LiRo that as of the date hereof:

- (a) the Assigned Agreement(s) have not been modified or amended, except as specifically set forth in Exhibit A;
- (b) the Assigned Agreement(s) are in full force and effect;
- (c) neither the Client nor the Assignor is in default under any of the terms, covenants or provisions of the Assigned Agreement(s) and the Client knows of no event which, but for the passage of time or the giving of notice, or both, would constitute an event of default under any of the Assigned Agreement(s) by the Client or the Assignor;
- (d) neither the Client nor the Assignor has commenced any action or given or received any notice for the purpose of terminating any of the Assigned Agreement(s);
- (e) all sums due and payable under the Assigned Agreement(s) have been paid in full; and
- (f) there are no offsets or defenses to the payment of sums payable under the Assigned Agreement(s).



3. Assumption of Assignor's Obligations. LiRo hereby agrees to assume and discharge all duties, obligations or other matters that Assignor is required to fulfill, discharge or complete under the Assigned Agreement(s).

4. Notice. The Client agrees to deliver to LiRo, at such address, as LiRo shall designate from time to time in writing to the Client, concurrently with delivery to Assignor, a copy of each notice, request or demand given by the Client to Assignor pursuant to any of the Assigned Agreement(s).

The parties hereto have executed this Consent on the date set forth above.

[CLIENT]

By: _____

Name: _____

Title: _____

LIRO ENGINEERS, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

Page 2 of 3

Reviewed By
Office of Town Attorney
M/K

ASSIGNED AGREEMENTS

- PWC 72-12 – Professional IT Services

Page 3 of 3

Reviewed By
Office of the Attorney
MPH

Reviewed By
Office of Town Attorney

ARK

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated December 4, 2017, stated that on September 15, 2017, the Office of the Comptroller issued a Request for Proposals (RFP) for Technology Consulting Services, as the authorization for using these services expires on December 31, 2017. Proposals were received from nine (9) vendors by the due date of October 23, 2017. Currently, an IT Review Committee is in the process, as pursuant to the Town of Oyster Bay Procurement Policy, of reviewing said responses. The vendor responses include detailed information regarding the eleven service categories as detailed in the RFP. Therefore, in order to allow the Committee sufficient time to thoroughly evaluate these proposals, the Comptroller has requested Town Board authorization to continue to utilize the existing services,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth, is accepted and approved, and the Office of the Comptroller is hereby authorized to continue utilizing the existing services of the various companies, as previously authorized by Town Board Resolution No. 59-2017 from January 1, 2018 through March 1, 2018, in an amount not to exceed \$250,000; 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 and 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:

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

cc: Supervisor
Town Attorney
Comptroller

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memoranda dated January 19, 2018 and January 26, 2018, advised that a request for proposals was issued which sought to procure a firm to provide planning consulting services in connection with site plan review; and

WHEREAS, following a review of the responses in accordance with the Town's Procurement Policy, Commissioner Maccarone requested and recommended that the Town Board authorize Nelson, Pope & Voorhis, LLC, 572 Walt Whitman Road, Melville, New York 11747 to provide planning consulting services, commencing on February 6, 2018 through and including December 31, 2018, with an option for two (2), one-year extensions; and

WHEREAS, payment for said planning consulting services will be made from funds deposited by project applicants into a Town trust account,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement with Nelson, Pope & Voorhis, LLC for planning consulting services for the period commencing February 6, 2018 through and including December 31, 2018, with an option for two (2), one-year extensions, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. TWN TA 40 00085 462 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

7/1/18
Reviewed by
Office of the Attorney
M. J. Maccarone

14/

TOWN OF OYSTER BAY

Inter-Departmental Memo

JANUARY 26, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 10
DOCKET OF JANUARY 23, 2018
AWARD OF CONTRACT FOR
PLANNING CONSULTANT SERVICES

On November 13, 2017 the Department of Planning and Development issued "Request for Proposals" on the Town of Oyster Bay website and in Newsday seeking Planning Consultant Services to assist the Department in reviewing site plans submitted by applicants pursuant to Chapter 246 of the Town Code of the Town of Oyster Bay.

After an internal committee review and preliminary recommendation and based on compliance with Guidelines 6 and 9 of Town's Procurement Policy, I recommend Nelson, Pope & Voorhis, LLC, 572 Walt Whitman Road, Melville, New York 11747 be authorized to perform Planning Consultant Services for calendar year 2018 commencing February 6, 2018 through December 31, 2018, with an option for two (2) one (1) year extensions.

It should be noted that the consultant will be paid from an escrow account held by the town with monies deposited by applicants. Payments will be made by the Town Comptroller's Office after review and approval by the Department of Planning and Development and the audit by the Comptroller's Office of the claim form submitted by the consultant.

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


ELIZABETH L. MACCARONE
COMMISSIONER

ELM /dm
Attachments

cc: Legislative Affairs (w/ 7 copies)

AGREEMENT FOR PROFESSIONAL SERVICES
by and between
NELSON, POPE & VOORHIS, LLC
and
THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK

This is an Agreement for Nelson, Pope & Voorhis, LLC to provide professional planning review services on behalf of the Town of Oyster Bay, Nassau County, New York.

Scope of Services:

Planning review services and any technical assistance required will be provided by Nelson, Pope & Voorhis, LLC directly to the Commissioner and/or Deputy Commissioner of the Department of Planning and Development.

Specifically, Nelson, Pope & Voorhis, LLC will provide the services as described in our proposal dated November, 2017. The following list of tasks will be provided on an as-needed basis, with specific tasks to be assigned directly by the Commissioner or her designee:

1. Provide technical planning assistance directly to the Commissioner and/or Deputy Commissioner of the Department, and undertake all technical support tasks for this assignment.
2. Comprehensively review and provide comments on conceptual site plans prepared by applicants for the development of subject properties pursuant to Chapter 246 (Zoning) of the Town Code of the Town of Oyster Bay (the "Town Code"). Base such review on the standards and requirements of Chapter 246 (Zoning), as well as good professional land use planning practices.
3. Provide guidance to create effective procedures for the review of detailed site plans in accordance with Chapter 246 (Zoning), which plans are ultimately approved by the Department, Planning Advisory Board and/or Town Board.
4. Provide guidance in the review of the site plans based on the Consultant's expertise and experience regarding similar planning projects.
5. Participate in technical meetings with Town representatives and applicants to review and discuss proposed conceptual site plans and related work products.
6. Interact with other Town departments involved in the review of the subject application in order to facilitate the integration of the Department's zoning and land use review into the Town's overall review of the proposed development and site plans. This interaction will primarily include the Department of Environmental Resources, which is charged with administering the Town's technical review pursuant to the New York State Environmental Quality Review Act (SEQRA), as well as the Office of the Town Attorney regarding any legal issues.


Reviewed By
Office of Town Attorney
MA

7. Provide expert testimony on behalf of the Department at hearings and other public meetings, as needed, regarding the proposed site plans and other related matters.

Qualifications:

Nelson, Pope & Voorhis, LLC had expertise necessary to complete these tasks as needed. The team of our partners and staff assembled by NP&V for planning review services and related tasks has extensive project experience and specific expertise with the tasks, which will be required to meet the requirements for planning review services. Kathy Eiseman will be the overall project manager and contact for the Town and will work with partners and staff assigned to the project to assist in review and reporting to the Town.

Compensation:

The consulting fees charged by Nelson, Pope & Voorhis, LLC will be based upon time expended in completing services with a maximum of \$175.00. The hourly burdened billing rate for Nelson, Pope and Voorhis, LLC are included below:

Nelson, Pope & Voorhis, LLC Wage Rate Schedule - Town of Oyster Bay

NELSON, POPE & VOORHIS	
Title	Burdened Billing Rate
Managing Partner	\$175.00
Senior Partner	\$175.00
Partner	\$175.00
Project Manager	\$145.00
Senior Planner	\$125.00
Senior Environmental Planner	\$115.00
Environmental Scientist	\$110.00
Planner / Environmental Planner	\$100.00
Economic Analyst	\$100.00
Landscape Ecologist	\$95.00
Environmental Engineer	\$90.00
Environmental Analyst / Scientist	\$80.00
Junior Environmental Planner	\$75.00
Environmental Technician	\$60.00
Field Technician	\$50.00

Reviewed By
Office of Town Attorney

Planning Technician	\$48.00
Administrative Assistant	\$75.00

Authorization:

In accordance with the foregoing, it is therefore mutually agreed that Nelson, Pope & Voorhis, LLC is authorized provide professional planning consulting services to the Town of Oyster Bay, Department of Planning and Development and to be paid for such services in accordance with the fee schedule herein set forth. This agreement has been authorized by the Town Board of the Town of Oyster Bay pursuant to Resolution No. _____, adopted on _____.

For Nelson, Pope & Voorhis, LLC

Kathryn J. Eiseman, AICP, Partner/Division Manager

Date

For the Town of Oyster Bay, Oyster Bay, New York

Joseph Saladino, Supervisor

Date

Town of Oyster Bay's Acknowledgement:

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

On the ____ day of _____ in the year 2018 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the Town of _____; that he or she is Supervisor of the TOWN OF OYSTER BAY, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to law.

NOTARY PUBLIC


Reviewed By
Office of Town Attorney
[Signature]

Nelson, Pope & Voorhis, LLC Acknowledgement:

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

On the ____ day of _____, in the year 2018 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that she is a _____ of Nelson, Pope & Voorhis, LLC, the corporation described herein and which executed the above instrument and that she signed his name pursuant to the authority as a _____ of Nelson, Pope & Voorhis.

NOTARY PUBLIC

Reviewed By
Office of Town Attorney
MVA

10

TOWN OF OYSTER BAY

Inter-Departmental Memo

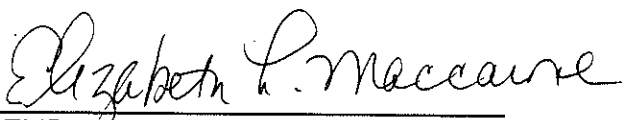
JANUARY 19, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONTRACT FOR
PLANNING CONSULTANT SERVICES
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum to the Docket Committee at the next docket meeting. I therefore recommend and request that a space be reserved at the next Town Board meeting on February 6, 2018.



ELIZABETH L. MACCARONE
COMMISSIONER

ELM /dm
Attachments

cc: Legislative Affairs (w/ 7 copies)



WHEREAS, by Resolution No. 837-95, adopted on December 12, 1995, the Town Board determined that the Petition of RAY'S AUTO REPAIRS and BBRG, INC., for a Special Use Permit to allow an auto detailing and repair shop on premises located at 180R Lauman Lane, Hicksville, Town of Oyster Bay, New York, would not have a significant effect on the environment and that said proposed action constituted a Negative Declaration; and

WHEREAS, by Resolution No. 237-96, adopted on April 2, 1996, the Town Board granted the Petition of RAY'S AUTO REPAIRS and BBRG, INC. for a Special Use Permit to conduct an auto repair shop at Hicksville, Town of Oyster Bay, New York, subject to the execution and recording of voluntary covenants and restrictions, which included the provision that no building permit or certificate of occupancy would be issued unless and until a site plan was approved by Town Board resolution; and

WHEREAS, by Resolution No. 677-17, adopted on October 17, 2017, the Town Board granted an extension of time to obtain site plan approval until April 2, 2018, said extension being the final extension; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated January 25, 2018, advised that the Department of Planning and Development has reviewed the following one (1) plan prepared by Mark A. Searage, R.A., Art of Form Architecture, Amityville, New York:

SHEET NO.	TITLE	PREPARED BY	DATE
T-100.00	PLOT PLAN		
	EXISTING FLOOR PLAN	Mark A. Searage, R.A.	1/23/18

WHEREAS, said Commissioner requested that the plan submitted complies with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommended Town Board approval for the plan enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the request of RAY'S AUTO REPAIRS, lessee, and BBRG, Inc., as agent of KAREN A. ROSMARIN TRUST, LAURI ROSMARIN-PLATTNER, PETER ROSMARIN and KAREN A. ROSMARIN, fee owners, for Site Plan Approval for an auto repair shop on premises located at 180R Lauman Lane, Hicksville, Town of Oyster Bay, County of Nassau, New York, known and designated as Section 46, Block 629, Lot 40, on the Land and Tax Map of Nassau County, be APPROVED, and be it further,

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated January 25, 2018, the one (1) plan described hereinabove is hereby approved.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

Reviewed By
Office of Town Attorney

149

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: JANUARY 25, 2018

SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 11
DOCKET OF JANUARY 23, 2018
SITE PLAN REVIEW AND APPROVAL
RAY'S AUTO REPAIRS
180R LAUMAN LANE
HICKSVILLE, NEW YORK 11801
SECTION 46, BLOCK 629, LOT 40

The Department has reviewed the Site Plans with regard to section, block and lot designation, zoning classification, existing variances, zoning violations and required off-street parking.

On December 12, 1995, the Town Board approved Resolution number 837-95 (copy attached) which determined that allowing an auto detailing and repair will not have a significant effect on the environment and that the proposed action in said petition constitutes a Negative Declaration in accordance with New York State Environmental Conservation Law and its applicable regulations.

On April 2, 1996, the Town Board approved Resolution number 237-96 which granted a Special Use Permit to conduct and operate an auto repair shop in an "LI" Light Industry District. According to the Declaration of Restrictive Covenants, number 18 (copy attached), that no building permit and/or certificates of occupancy shall be issued unless and until a site plan has been approved by Town Board resolution.

On October 17, 2017, the Town Board approved Resolution number 677-2017 (copy attached) which granted a one year extension of time from the current expiration date of April 2, 2017, to obtain site plan approval and a certificate of occupancy.

One (1) plan prepared by Mark A. Searage, R.A., Art of Form Architecture, Amityville, NY, has been submitted for approval. The plan is as follows:

SHEET NUMBER/TITLE	PREPARED BY	LAST REVISED
T-100.00 PLOT PLAN EXISTING FLOOR PLAN	Mark A. Searage, R.A.	01/23/2018

Also submitted for your review are the following documents:

- 1) Town Board Resolution number 837-95 dated December 12, 1995.
- 2) Town Board Resolution number 237-96 dated April 2, 1996.
- 3) Town Board Resolution number 677-2017 dated October 17, 2017.

Said plans were prepared and modified using the standards of the Code of the Town of Oyster Bay that were in effect at the time of the issuance of the above mentioned special use permit. Development of the subject premises in accordance with the plans attached does, in this Department's opinion, comply with the requirements of the Code of the Town of Oyster Bay that were in effect at the time of the issuance of the special use permit and therefore, I recommend Site Plan Approval by the Town Board.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM:slb

Encls.

cc: Legislative Affairs (7 copies w/ attachments)



RECEIVED
PLANNING & DEVELOPMENT
1995 DEC 28 P 2:21
TOWN OF OYSTER BAY

RESOLUTION NO.837-95

Meeting of December 12, 1995

WHEREAS, Ray's Auto Repairs and BBRG, Inc., petitioned the Town Board of the Town of Oyster Bay for a special use permit in an "H" Industrial District (Light Industry) to allow an auto detailing and repair shop on premises located at 180 Lauman Lane, Hicksville, Town of Oyster Bay, County of Nassau, State of New York; and further described as Section 46, Block 629, Lot 40, on the Land and Tax Map of Nassau County; and

WHEREAS, the Town of Oyster Bay Environmental Quality Review Commission has been authorized to review and submit its report regarding the environmental impacts contemplated by said petition; and

WHEREAS, the report of said Commission was duly made in its Resolution No. 8-95, dated March 21, 1995, rendering its review of the relevant environmental factors affected by the uses proposed in the subject application, and same are deemed to constitute a Negative Declaration, causing no significant impact upon the environment, in accordance with the Environmental Conservation Law of the State of New York and its regulations thereon; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on October 24, 1995, at which hearing all parties interested in the subject matter and desiring to be heard were heard,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby determine that the Petition of Ray's Auto Repairs and BBRG, Inc., for a special use permit in an "H" Industrial District (Light Industry) to allow an auto detailing and repair shop on premises located at 180 Lauman Lane, Hicksville, New York, will not have a significant effect on the environment, that the proposed action in said Petition constitutes a Negative Declaration in accordance with the New York State Environmental Conservation Law and its applicable regulations thereon, and that, based upon reports submitted pursuant to Town of Oyster Bay Environmental Quality Review Commission Resolution No. 8-95, dated March 21, 1995, the Town Board hereby finds the following:

(a) Air Quality - (odors and noise) - The applicants propose to do detailing, compounding, simonizing and minor repairs (no body work), activities which would not routinely produce odors or generate noise exceeding the local ambient level. The proposed project is not expected to result in a significant increase in the level of traffic generated pollutants.

(b) Traffic - According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, 5th edition, the proposed use is expected to generate approximately 4 vehicular

Reviewed By
Office of Town Attorney

[Handwritten signature]

trips during the peak hours of operation. This small number of trips is not expected to have an adverse impact on the local roadway system.

(c) Water Quality (ground and/or surface waters) - Inasmuch as there are no surface waters on the project site, there will be no impact on same. The site is connected to municipal sewerage, and therefore is not expected to have any adverse impact on groundwater. In addition, there will not be storage of any hazardous materials. Small quantities, under 5 gallons, of chemicals (oil, anti-freeze, etc.) will be purchased and used as needed.

(d) Flora and Fauna - The project site is located in a fully developed area of Hicksville and not near any environmentally sensitive areas. The proposed project, therefore, will not affect local flora and fauna.

(e) Water Usage - Water usage is approximately 20 gallons per day based on empirical data, not considered an intensive use. Therefore, the proposed project is not expected to place a burden on local water supplies.

(f) Solid Waste - Based on empirical data, approximately 25 pounds per day of solid waste will be generated and consist mainly of office paper, metals, glass, etc. In light of State requirements set forth in General Municipal Law, Section 120-aa., the Town Environmental Quality Review Commission recommends that approval be conditioned upon a requirement that the applicants separate their solid waste into recyclable, reusable or other components for which economic markets for alternate uses exists.

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

Supervisor Yevoli	Aye
Councilman Clark	Aye
Councilman Delligatti	Aye
Councilman Symons	Aye
Councilman Kunzig	Aye
Councilman Savinetti	Aye
Councilman Muscarella	Aye

cc:Supervisor
Town Attorney
Comptroller(2)
Building Div.
Plan. & Dev.

RECEIVED
TOWN OF OYSTER BAY
APR 15 P 3 19

EIC

LCW
LS

RESOLUTION NO. 237-96

Meeting of April 2, 1996

WHEREAS, RAY'S AUTO REPAIRS, lessee, and BBRG, INC., as managing agent for the following fee owners, KAREN A. ROSMARIN TRUST, LAURI ROSMARIN-PLATTNER, PETER ROSMARIN, and KAREN A. ROSMARIN, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit in an "H" District (Light Industry), to operate an auto repair shop on premises located in Hicksville, New York, and being further described as Section 46, Block 629, Lot 40 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on October 24, 1995, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, after having reviewed the recommendations of the Town Environmental Quality Review Commission, did, by Resolution No. 8-95, dated March 21, 1995, declare and find that the subject application will not have a significant effect on the environment, and the proposed actions in the Petition constitute a Negative Declaration, in accordance with the New York State Environmental Conservation Law and its applicable regulations thereon; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Petition of RAY'S AUTO REPAIRS and BBRG, INC., for a Special Use Permit in an "H" District (Light Industry), to conduct and operate an auto repair shop at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, is hereby GRANTED, on the premises described as follows:

Reviewed by
Attorney of Town

[Handwritten signature]

RECEIVED
PLANNING & DEVELOPMENT

APR 15 P 2:19

PLANNING & DEVELOPMENT

SCHEDULE A

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

BEGINNING at a point on the northerly side of Lauman Lane distant 1,306.76 feet West of the intersection formed by the northerly side of Lauman Lane and the westerly side of Broadway;

RUNNING THENCE along the northerly side of Lauman Lane North 89 degrees 20 minutes 25 seconds West 205.79 feet;

THENCE North 4 degrees 42 minutes 20 seconds East 220.55 feet;

THENCE along the Long Island Lighting Company easement South 89 degrees 20 minutes 25 seconds East 190.22 feet;

THENCE South 0 degrees 39 minutes 35 seconds West 220 feet to the point or place of BEGINNING.

SAID premises are known and described as Section 46, Block 629, Lot 40 on the Land and Tax of the County of Nassau; and be it further

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

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

Supervisor Yevoli	Aye
Councilman Clark	Aye
Councilman Delligatti	Aye
Councilman Symons	Aye
Councilman Savinetti	Aye
Councilman Muscarella	Aye
Councilman Altimari	Aye

cc: Supervisor
Town Attorney
Comptroller(2)
Building Div.
Plan. & Dev. (cert.)

DECLARATION OF RESTRICTIVE COVENANTS

RAY'S AUTO REPAIRS, lessee, BBRG INC., as managing agent for the fee owners named herein, with a principal place of business of P.O. Box 30, Syosset, New York, 11791, and KAREN A. ROSMARIN TRUST, LAURI ROSMARIN-PLATTNER, PETER ROSMARIN, KAREN A. ROSMARIN, fee owners of the premises described in Schedule "A" herein, by this declaration, dated , 1996, declare as follows:


WHEREAS, said Declarants petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to operate an auto repair shop in an "H" Industrial District (Light Industry), on premises located in Hicksville and being further described as Section 46, Block 629, Lot 40 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on October 24, 1995, and at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. -96, dated , 1996, approved said Application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions which shall be binding on 180 R. Lauman Lane for so long as the requested use mentioned herein is maintained and shall run with said premises and be binding upon said owners, their successors and/or assigns,

NOW, THEREFORE, said Declarants, RAY'S AUTO REPAIRS, lessee, BBRG INC., as managing agent for the fee owners named herein, and KAREN A. ROSMARIN TRUST, LAURI ROSMARIN-PLATTNER, PETER ROSMARIN, KAREN A. ROSMARIN, fee owners, do covenant and declare as follows:

1. That the subject property shall not be used for the storage or offering for sale of new or used cars, trailers, or any other vehicles.
 2. That the following installations shall be prohibited: 1) signs located on the premises advertising the sale of nonrelated automobile supplies and services; 2) banners; and 3) commercial flags.
 3. That no facilities for overnight truck storage shall be provided and no overnight truck storage will be permitted.
 4. That there shall be no outdoor storage of supplies
- 

or equipment, and no repairs shall be conducted outdoors.

5. That the sale of food and other convenience store products is prohibited.

6. That the petitioner shall repave (blacktop) the parking lot and provide adequate drainage facilities on the subject premises.

7. That there shall be no expansion of the subject premises.

8. That the entire area shall be effectively policed to eliminate paper, trash, oil cans grease spots, etc. so as to present an overall clean and neat appearance.

9. That the petitioner or its successors shall take any and all necessary precautions to protect the safety and well-being of customers and residents of the area with regard to the maintenance and operation of the subject premises.

10. That all exterior lights shall be so located, positioned and directed so as not to interfere with or cause annoyance or inconvenience to vehicular traffic or the surrounding residential areas.

11. That any existing debris on the subject premises shall be removed.

12. That any and all signs are to be maintained and must comply with all applicable provisions of the laws and ordinances of the Town of Oyster Bay.

13. That the hours of operation for the subject automobile repair shop shall be limited to between the hours of 9:00 a.m. - 5:00 p.m., prevailing time Monday through Friday, 9:00 a.m. - 3:00 p.m., prevailing time Saturday.

14. That exterior audio communication systems shall not be utilized or maintained on the subject premises.

15. That all garbage and rubbish shall be kept in closed containers, in accordance with applicable statutes, ordinances and laws.

16. That any waste oil, gasoline, diesel, transmission fluid, radiator fluid or any other liquid waste shall be placed in containers and properly disposed of off the premises and that no such liquid be allowed to seep into the ground.

17. That there shall be strict compliance with any and all ordinances, laws, regulations or directives of the Town of Oyster Bay, the Nassau County Fire Marshall's Office, the Nassau County Department of Health and any and all other agencies or departments of the Town of Oyster Bay, Nassau County, the State of New York and/or the United States of America.

18. That no building permit and/or certificates of occupancy shall be issued unless and until a site plan has been approved by Town Board resolution within one (1) year of adoption of the Special Use Permit resolution herein mentioned. Said site plan shall conform to the representations made at the aforementioned Public hearing, and shall be drawn to scale and presented in a form acceptable to the Department of Planning and Development and shall include interior dimensions setting forth each use, location of ingress and egress, location of dumpsters, location and size and style of signs, location of exterior lighting, location, variety and size of landscaping, location and footprint of all buildings and any other information or details as may be required by the Department of Planning and Development.

19. That a landscaping plan shall be provided in the required site plan set forth herein. Said plan shall set forth varieties of trees and shrubbery to be planted and maintained.

20. That in the event of any violation of any kind of the restrictions, covenants or provisions contained herein or any ordinances or regulations, the Town shall have the right to suspend or revoke forthwith, the Special Use Permit granted, unless a cure for such violation has been commenced and the Declarants or successors in interest are diligently pursuing the curing of said violation.

21. This Declaration shall be filed with the Clerk of the County of Nassau, shall be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board of the Town of Oyster Bay to the same extent and the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended, except with the consent of the Town Board of the Town of Oyster Bay after a public hearing.

SCHEDULE A

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

BEGINNING at a point on the northerly side of Lauman Lane distant 1,306.76 feet West of the intersection formed by the northerly side of Lauman Lane and the westerly side of Broadway;

RUNNING THENCE along the northerly side of Lauman Lane North 89 degrees 20 minutes 25 seconds West 205.79 feet;

THENCE North 4 degrees 42 minutes 20 seconds East 220.55 feet;

THENCE along the Long Island Lighting Company easement South 89 degrees 20 minutes 25 seconds East 190.22 feet;

THENCE South 0 degrees 39 minutes 35 seconds West 220 feet to the point or place of BEGINNING.

SAID premises are known and described as Section 46, Block 629, Lot 40 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and seals the day and year first above written.

RAY'S AUTO REPAIRS

By: Raymond Langdon, Principal

BBRG INC.

By: Jefry Rosmarin, President

STATE OF NEW YORK)
)
COUNTY OF NASSAU)

On this day of , 1996, before
me personally came RAYMOND LANGDON, to me known, who being duly
sworn, did depose and say that he is the principal of Ray's Auto
Repairs; and is the person who executed the foregoing instrument
and who acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF NASSAU)

On this day of , 1996, before
me personally came JEFFRY ROSMARIN, to me known, who being duly
sworn, did depose and say that he is the President of BBRG Inc.,
and has authority to sign on behalf of said corporation; that the
seal affixed to said instrument by order of the Board of
Directors of said corporation is said corporate seal and that he
signed his name thereto by like order.



Notary Public

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 237-1996, adopted on April 2, 1996, granted the Petition of RAY'S AUTO REPAIRS, lessee, and BBRG, INC., as agent for KAREN A. ROSMARIN TRUST, LAURI ROSMARIN-PLATTNER, PETER ROSMARIN and KAREN A. ROSMARIN, fee owners, (the "applicants"), for a Special Use Permit to allow operation of an auto repair shop on premises located in an "H" District (Light Industry), at 180 R Lauman Lane, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, said premises being described as Section 46, Block 629, Lot 40, on the Land and Tax Map of the County of Nassau; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 6.8, Expiration, provides that the approval of a signed site plan shall expire in the event that an application has not been made for a building permit within one year after the date the site plan was signed, unless an extension of the time is granted; and

WHEREAS, the applicants, through Louis Warner Consulting, Inc., by letter dated August 29, 2017, requested an extension of time nunc pro tunc from the current expiration date of April 2, 2017, to obtain site plan approval and a Certificate of Occupancy; and

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated October 2, 2017, recommends that a one (1) year extension of time be granted nunc pro tunc from the current expiration date of April 2, 2017, to obtain site plan approval and a Certificate of Occupancy, this being the final extension,

NOW, THEREFORE, BE IT RESOLVED, That the request of Louis Warner Consulting, Inc., on behalf of RAY'S AUTO REPAIRS, for a one (1) year extension of time nunc pro tunc from the current expiration date of April 2, 2017, to obtain site plan approval and a Certificate of Occupancy, is hereby GRANTED, and the same terms and conditions effective pursuant to Town Board Resolution No. 237-1996, adopted on April 2, 1996, shall prevail.

#

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

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

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

Town of Oyster Bay
Inter-Departmental Memo

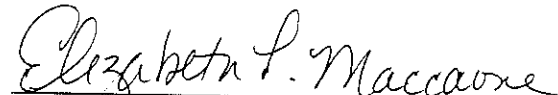
TO: MEMORANDUM DOCKET

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

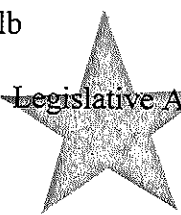
DATE: JANUARY 22, 2018

SUBJECT: SITE PLAN REVIEW AND APPROVAL
RAY'S AUTO REPAIRS
180R LAUMAN LANE
HICKSVILLE, NEW YORK 11801
SECTION 46, BLOCK 629, LOT 40
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum to the Docket Committee at the next docket meeting. I therefore recommend and request that a space be reserved at the next Town Board meeting of February 6, 2018.


ELIZABETH L. MACCARONE
COMMISSIONER

ELZ/slb

cc:  Legislative Affairs (7 copies w/ attachments)

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated January 29, 2018, advised that in accordance with a Request for Proposal process pursuant to the Town's procurement policy, the Office of the Comptroller solicited proposals from firms interested in providing On-Call Technology Consulting Services to the Town, Contract No. PWC 72-18; and

WHEREAS, nine (9) firms responded by the October 23, 2017 response date, and IT RFP Review Committee was formed and the evaluation and selection process was performed in compliance with the requirements of Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, it is the recommendation of said Committee that the following six (6) firms be awarded for various technology services: 22nd Century Technologies, Inc., CSDNET, Inc., Custom Computer Specialists, Infosys International, Inc., ITSavvy and The LiRo Group; and

WHEREAS, Comptroller Ballas, by said memorandum requested Town Board authorization for the Town to enter into agreements to be negotiated by the Office of the Comptroller and approved by the Office of the Town Attorney, and further requested that the Supervisor and/or his designee be authorized to execute said agreements for the purpose of providing On-Call Technology Services for Contract No. PWC72-18 from March 2, 2018 through December 31, 2018 with the option of three (3) one-year extensions, if mutually agreeable,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and it is hereby authorized to use the services of 22nd Century Technologies, Inc., CSDNET, Inc., Custom Computer Specialists, Infosys International, Inc., ITSavvy and The LiRo Group, for the purpose of providing On-Call Technology Consulting Services for Contract No. PWC72-18 and that the Supervisor or his designee is authorized to execute agreements with said entities; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, upon submission of a duly certified claim, in an amount not to exceed \$1,750,000, with funds to be drawn from Account Nos. CMP A 1315 44800 000 0000, CMP H 1997 26000 000 1508 001 (Project ID 1508 TWN TWN 02) and ROT H 1997 26000 000 1409 001 (Project ID 1409 ROT A 02).

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

20

TOWN OF OYSTER BAY

Inter-Departmental Memo

JANUARY 29, 2018

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER


Subject: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 13
DOCKET OF JANUARY 23, 2018
AWARD OF ON-CALL TECHNOLOGY CONSULTING SERVICES PWC 72-18

Pursuant to the Town of Oyster Bay Procurement Policy, the Office of the Comptroller solicited Requests for Proposals (RFPs) from fifty four (54) firms interested in providing On-Call Technology Consulting Services to the Town for a one (1) year period with the provision of three (3), one-year extension options, if mutually agreeable. In addition, the RFP was posted on the Town's website.

Of the fifty four (54) firms, nine (9) firms responded by the October 23, 2017 response date. The evaluation and selection process was performed in compliance with the requirements of Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy. An IT RFP Review Committee was formed with nine (9) employees from different departments within the Town and three (3) subject matter advisors (Human Resources/Town Attorney/IT Division). Each of the nine (9) responses were reviewed, evaluated, and rated in detail by the IT RFP Review Committee.

Of the nine (9) firms, it is the recommendation of the IT RFP Review Committee that the following six (6) firms be awarded for various technology services: 22nd Century Technologies, Inc., CSDNET, Inc., Custom Computer Specialists, Infosys International, Inc., ITSavvy and The LiRo Group. The six (6) firms were selected by choosing the top three (3) rated vendors in each service category as detailed below in no particular order:

- Data Administrator (Business Intelligence)/Database Administrator
 - Custom Computer Specialists
 - CSDNET, Inc.
 - The LiRo Group
- System Developers
 - Custom Computer Specialists
 - ITSavvy
 - The LiRo Group
- Business/Systems Analyst
 - 22nd Century Technologies, Inc.
 - Custom Computer Specialists
 - The LiRo Group

- Project Managers
 - Custom Computer Specialists
 - ITSavvy
 - The LiRo Group
 - Geographic Information Systems (GIS) Analyst
 - 22nd Century Technologies, Inc.
 - Custom Computer Specialists
 - The LiRo Group
 - Quality Assurance and Quality Control Specialists
 - 22nd Century Technologies, Inc.
 - Custom Computer Specialists
 - Infosys International, Inc.
 - Network Infrastructure Support Specialist, Physical layer (Cisco); (Design, Construction, and Maintenance)
 - 22nd Century Technologies, Inc.
 - Custom Computer Specialists
 - ITSavvy
 - Wireless LAN/WAN Design and Implementation
 - 22nd Century Technologies, Inc.
 - Custom Computer Specialists
 - ITSavvy
 - PC Support Specialists
 - Custom Computer Specialists
 - ITSavvy
 - The LiRo Group
 - Server/Operations Support Specialists (Design, Support, and Implementation)
 - Custom Computer Specialists
 - ITSavvy
 - The LiRo Group
- 

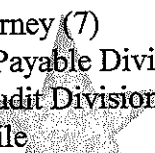
Accordingly, the Office of the Comptroller respectfully requests Town Board authorization for the Town to enter into agreements to be negotiated by the Office of the Comptroller and approved by the Office of the Town Attorney. We further request authorization for the Supervisor or his designee to execute said agreements for the purpose of providing On-Call Technology Consulting Services PWC 72-18 from March 2, 2018 through December 31, 2018 with the option of three (3) one-year extensions if mutually agreeable.

Funds are available in accounts CMP A 1315 44800 000 0000, CMP H 1997 26000 000 1508 001 (Project ID 1508 TWN TWN 02) and ROT H 1997 26000 000 1409 001 (Project ID 1409 ROT A 02) in an amount not to exceed \$1,750,000.


STEVEN C. BALLAS
COMPTROLLER

SCB:mr

cc: Town Attorney (7)
Accounts Payable Division
Internal Audit Division (RFP File)
Reading File



TOWN OF OYSTER BAY

Inter-Departmental Memo

JANUARY 22, 2018

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER


**Subject: AWARD OF CONTRACT FOR
TECHNOLOGY ON-CALL CONSULTING SERVICES
SUPPLEMENTAL MEMO TO FOLLOW**

Additional information will be provided in a Supplemental Docket Memorandum to the Docket Committee at the next docket meeting. I therefore recommend and request that a space be reserved at the Town Board Meeting of February 6, 2018.


STEVEN C. BALLAS
COMPTROLLER

SCB:mr

cc: Town Attorney (7)
IAD
Accounts Payable Division
Reading File



WHEREAS, Frank Rosato, Chairman of the Board of Directors of the Plainview Volunteer Fire Department, Inc., by letter dated December 12, 2017, has requested an Inter-municipal Agreement under which the Town would provide sand and salt to said Fire Department, for the safe and efficient operation of emergency vehicles; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated December 12, 2017, recommended that the Town enter into an Inter-municipal Agreement under which the Town would provide sand and salt to said Fire Department, nunc pro tunc from November 14, 2017 to April 30, 2018, to better serve the residents of the Town; and

WHEREAS, the Plainview Volunteer Fire Department, Inc will pay the Town at the same rate that the Town purchases the sand and salt; and

WHEREAS, the Plainview Volunteer Fire Department, Inc. will pick-up the materials at the Town yards and be responsible for the disposal of all debris and/or excess materials generated,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor or his designee is hereby authorized to enter into and execute an Inter-municipal Agreement with the Plainview Volunteer Fire Department, Inc.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway

Reviewed By
Office of Town Attorney

30

Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : January 25, 2018

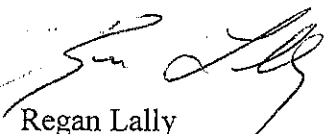
SUBJECT: Inter-municipal Agreement with the
Plainview Volunteer Fire Department, Inc. for sand and salt

Frank Rosato, Chairman of the Board of Directors, Plainview Volunteer Fire Department, Inc., by letter dated December 12, 2017, has requested an Inter-municipal Agreement under which the Town would provide sand and salt for use in the event of a snowfall, for the safe operation of emergency vehicles, nunc pro tunc from November 14, 2017 to April 30, 2018.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated December 12, 2017, has recommended that the Town Board approve the Inter-municipal Agreement with the Plainview Volunteer Fire Department, Inc., to provide said sand and salt on request, at the same purchase rate as that purchased by the Town. The Fire Department will be responsible for picking-up the sand and salt, and the disposal of all excess material.

Attached herewith is the abovementioned Inter-municipal Agreement. Please place the matter on the action calendar for February 6, 2018.

JOSEPH NOCELLA
TOWN ATTORNEY



Regan Lally
Assistant Town Attorney

RUL:ba
Enclosure
Town Attorney (w7/copies)



S:\Attorney\RESOS 2018\MD & Reso sand & Salt-Plainview Fire 2017-2018rl.docx

INTER-MUNICIPAL AGREEMENT

DATED: , 2018

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

PLAINVIEW VOLUNTEER FIRE DEPT. INC., having its principal business address at 885 Old Country Road, Plainview, N.Y. 11803, hereinafter called the "FIRE DEPARTMENT",

W I T N E S S E T H:

WHEREAS, the FIRE DEPARTMENT has requested a contract with the TOWN to furnish sand and salt to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the FIRE DEPARTMENT in the operations to provide safe and efficient road and travel conditions to our TOWN residents,

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

FIRST: The TOWN shall provide sand and salt to be used in preparation and during snow storms for pick-up by the FIRE DEPARTMENT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset and Glen Head Yard in Glen Head, N.Y.

SECOND: The FIRE DEPARTMENT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The FIRE DEPARTMENT agrees to pay to the TOWN for such

materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the FIRE DEPARTMENT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the FIRE DEPARTMENT on a monthly basis showing the amounts owed for the previous month. The FIRE DEPARTMENT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the Town Attorney or District representative, as the case may be.

SIXTH: This agreement shall begin on November 14, 2017 to April 30, 2018 unless extended by mutual agreement between the parties.

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

REVIEWED:


Assistant Town Attorney

TOWN OF OYSTER BAY

BY: _____
Supervisor

PLAINVIEW VOL. FIRE DEPT, INC.

BY: _____
CHAIRMAN, Board of Directors



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

On this day of , 2018, before me personally came JOSEPH S. SALADINO, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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

On this day of , 2018, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____, representing the FIRE DEPARTMENT as described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said FIRE DEPARTMENT, and that he signed his name thereto by like order.

Notary Public

WHEREAS, by Resolution No. 786-2013, the Town Board authorized the retention of Covington and Burling, LLP, 1201 Pennsylvania Avenue, N.W., Washington, D.C. for the purpose of representing the Town's interests in litigation brought by the United States Department of Justice and the New York State Division of Human Rights relative to the Town's housing programs; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated February 2, 2018, have requested that Resolution No. 786-2013 be amended to provide an additional amount not to exceed \$23,288.24, to cover legal fees and expenses in connection with said negligence matters,

NOW, THEREFORE, BE IT RESOLVED, That Town Board Resolution No. 786-2013 be amended to increase the fees of Covington and Burling, LLP, 1201 Pennsylvania Avenue, N.W., Washington, D.C., in an amount not to exceed \$23,288.24, including expenses and disbursements; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

21

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: OFFICE OF THE TOWN ATTORNEY
DATE: February 2, 2018
SUBJECT: Outside Counsel to the Town of Oyster Bay
Covington & Burling, LLP

The Town Board has previously adopted Resolution No. 786-2013, retaining the law firm of Covington and Burling, LLP, 1201 Pennsylvania Avenue, N.W., Washington, D.C. for the purpose of representing the Town's interests in litigation brought by the United States Department of Justice and the New York State Division of Human Rights relative to the Town's housing programs.

This Office requests that the Town Board amend Resolution 786-2013 to authorize additional funds in order to satisfy outstanding 2017 invoices in the amount of \$23,288.24, to be paid from Account No. OTA A 1420 44110 000 0000.

Accordingly, kindly suspend the rules and place this item on the February 6, 2018 action calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment
Town Attorney (with 7 copies)

S:\Attorney\RESOS 2018\MD & Reso\Covington 2017 Fees.doc



Meeting of February 6, 2018

Resolution No. 86-2018

WHEREAS, by Resolution No. 173-2017, adopted on April 4, 2017, the Town Board authorized payment to the Law Office of Alan J. Reardon, 19 Park Avenue, Williston Park, New York, to provide legal services in connection with certain negligence matters; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated February 2, 2018, have requested that Resolution No. 173-2017 be amended, to provide an additional amount not to exceed \$1,520.00, to satisfy 2017 invoices,

NOW, THEREFORE, BE IT RESOLVED, That Town Board Resolution No. 173-2017 be amended to increase the authorized fees of the Law Office of Alan J. Reardon, in an amount not to exceed \$1,520.00, including expenses and disbursements; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment from Account No. TWN AMS 1910 43010 602 0000 000, upon submission of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

22

Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket
FROM: Office of the Town Attorney
DATE: February 2, 2018
SUBJECT: Law Office of Alan J. Reardon
Outside Counsel to the Town of Oyster Bay

The Town Board previously adopted Resolution No. 173-2017, adopted on April 4, 2017, authorizing payment to the Law Office of Alan J. Reardon, 19 Park Avenue, Williston Park, New York, to provide legal services in connection with certain negligence matters.

This Office requests that the Town Board amend Resolution 173-2017 to authorize additional funds in order to satisfy outstanding 2017 invoices in the amount of \$1,520.00. Funds are available in Account No. TWN AMS 1910 43010 602 0000 000.

Accordingly, kindly suspend the rules and place this item on the February 6, 2018 action calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment

cc: Town Attorney (with 7 copies)

S:\Attorney\RESOS\2018\MD & Reso\Alan Reardon 2017 Fees.doc

WHEREAS, Quinn, Emanuel, Urquhart and Sullivan, LLP by Resolution No. 517-2015, adopted September 1, 2015, was retained as special counsel to represent the Town of Oyster Bay and protect its interests in connection with certain litigation; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated February 2, 2018, have requested an authorization to pay Quinn, Emanuel, Urquhart and Sullivan, LLP in an amount not to exceed \$200,054.88, including expenses and disbursements; and

WHEREAS, funds are 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 \$200,054.88 for purposes of payment to Quinn, Emanuel, Urquhart and Sullivan, LLP for 2017 legal fees, costs and disbursements as outside counsel, which sum is to be paid at the predetermined rate; 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:

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
Matthew M. Rozea

VB

Town of Oyster Bay

Inter-Departmental Memo

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : February 2, 2018

SUBJECT: Outside Counsel to the Town of Oyster Bay
Quinn, Emanuel, Urquhart & Sullivan, LLP

By Resolution No. 517-2015, adopted on September 1, 2015, the law firm of Quinn, Emanuel, Urquhart & Sullivan, LLP was retained to represent and provide legal services to the Town of Oyster Bay in connection with various matters.

This Office requests that the Town Board amend Resolution 517-2015 to authorize additional funds in order to satisfy outstanding 2017 invoices in the amount of \$200,054.88. Parenthetically, in keeping with a previously negotiated arrangement, the firm has applied a 5 percent discount to its legal fees. Funds are available in Account No. OTA A 1420 44110 000 0000.

Accordingly, kindly suspend the rules and place this item on the February 6, 2018 action calendar.

JOSEPH NOCELLA
TOWN ATTORNEY

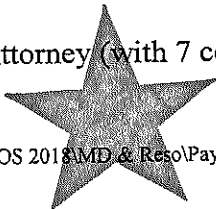


Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment

cc: Town Attorney (with 7 copies)

S:\Attorney\RESOS 2018\MD & Reso\Payment 2017 Quinn Emmanuel Fees.docx



WHEREAS, By Town Board Resolution 406-2017, adopted on July 11, 2017, the Town Board authorized the retention of the law firm of Morvillo Abramowitz Grand Iason & Anello, P.C., 565 Fifth Avenue, New York, New York, for the purpose of representing the Town's interests in litigation involving the United States Securities and Exchange Commission; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated February 2, 2018, have requested that Resolution No. 406-2017, be amended to provide an additional amount not to exceed \$3,714.72 to satisfy outstanding 2017 invoices from Morvillo Abramowitz Grand Iason & Anello, P.C.,

NOW, THEREFORE BE IT RESOLVED, That Town Board Resolution No. 406-2017 be amended to increase the authorized fees of Morvillo Abramowitz Grand Iason & Anello, P.C. in an amount not to exceed \$3,714.72, including expenses and disbursements; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

7/11/17
Reviewed By
Office of Town Attorney
M. K. [Signature]

24

Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket
FROM: Office of the Town Attorney
DATE : February 2, 2018
SUBJECT: Morvillo Abramowitz Grand Iason & Anello, P.C.
Outside Counsel to the Town of Oyster Bay

By Town Board Resolution 406-2017, adopted on July 11, 2017, the Town Board authorized the retention of the law firm of Morvillo Abramowitz Grand Iason & Anello, P.C., 565 Fifth Avenue, New York, New York for the purpose of providing counsel in connection with litigation involving the United States Securities and Exchange Commission.

This Office requests that the Town Board amend Resolution 406-2017 to authorize additional funds in order to satisfy outstanding 2017 invoices in the amount of \$3,714.72. Funds are available in Account No. OTA A 1420 44110 000 0000.

Accordingly, kindly suspend the rules and place this item on the February 6, 2018 action calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment

cc: Town Attorney (with 7 copies)



S:\Attorney\RESOS 2018\MD & Reso\Inc. Fees Morvillo MMR.docx

WHEREAS, by Resolution No. 708-2016, adopted on December 13, 2016, the Town Board authorized the retention of the law firm of Milber, Makris, Plousadis & Seiden, LLP, 1000 Woodbury Road, Suite 402, Woodbury, New York 11797, to provide legal services in connection with the action *Romano, et al. v. Town of Oyster Bay, et al.* (EDNY); and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated February 2, 2018, have requested that Resolution No. 708-2016 be amended, to provide an additional amount not to exceed \$5,234.70, to satisfy 2017 invoices,

NOW, THEREFORE, BE IT RESOLVED, That Town Board Resolution No. 708-2016 be amended to increase the authorized fees of Milber, Makris, Plousadis & Seiden, LLP, in an amount not to exceed \$5,234.70, including expenses and disbursements; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

25

Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: February 2, 2018

SUBJECT: Milber, Makris, Plousadis & Seiden, LLP
Outside Counsel -- *Romano, et al. v. Town of Oyster Bay, et al.*

The Town Board has previously adopted Resolution No. 708-2016, retaining the law firm of Milber, Makris, Plousadis & Seiden, LLP, 1000 Woodbury Road, Suite 402, Woodbury, New York 11797, to provide legal services in connection with the action *Romano, et al. v. Town of Oyster Bay, et al.* (EDNY).

This Office requests that the Town Board amend Resolution 708-2016 to authorize additional funds in order to satisfy outstanding 2017 invoices in the amount of \$5,234.70. Funds are available in Account No. OTA A 1420 44110 000 0000.

Accordingly, kindly suspend the rules and place this item on the February 6, 2018 action calendar.

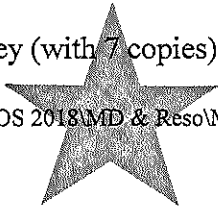
JOSEPH NOCELLA
TOWN ATTORNEY





Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment
Town Attorney (with 7 copies)

S:\Attorney\RESOS 2018\MD & Reso\Milber Makris Romano 2017 Fees.doc




Reviewed By
Office of Town Attorney


WHEREAS, John P. Bishop, Deputy Commissioner, Department of Highways, by memorandum dated January 5, 2018, has recommended, due to the increased costs of maintaining and improving the Town's parking facilities, that beginning with the 2018 permit cycle, the parking permit fees for domiciliaries of the Town of Oyster Bay ("Town") who are not domiciliaries of an Incorporated Village within the Town (Resident Permit) be set at \$100.00 per year, that parking permit fees for domiciliaries of Incorporated Villages within the Town (Incorporated Village Resident Permit) be set at \$175.00 per year, that the fee for a parking permit for Senior Citizens (age 60 or older), who are domiciliaries of the Town, whether in an Incorporated Village or not, (Senior Citizen Permit), shall be \$35.00 per year, and that Chapter 233 of the Code of the Town of Oyster Bay ("Town Code"), Article III, Sections 17-101 and 17-102, be amended to reflect the fees as stated hereinabove,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and Chapter 233 of the Town Code, Sections 17-101 and 17-102, are hereby amended to reflect the parking permit fee schedule, for the Town's parking facilities, and the fee for a replacement permit, as stated hereinabove; and be it further

RESOLVED, That said fees shall be deposited in Account No. HWY ST 0001 01721 000 0000.

-#-

The foregoing resolution was not adopted after a poll of the members of the Board; the vote being recorded as follows:

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

cc: Supervisor
Town Attorney
Comptroller
Highway
Public Works