

John Canning
COMMISSIONER OF SUPERVISOR

APPROVED

Reviewed By
Office of Town Attorney

James M. DeStefano

Meeting of February 28, 2017

RESOLUTION P-4-17

WHEREAS, The 2017 Budget, adopted November 15, 2016 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 2017 Budget, on November 15, 2016, 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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

Town Clerk

Cc: Town Board
Supervisor
Human Resources
Comptroller
Payroll

WHEREAS, Frank A. Nocerino, Commissioner, Department of Parks, by memorandum dated January 24, 2017, requested Town Board authorization for a waiver of ice rink fees for the use of the Town of Oyster Bay Ice Skating Center on January 28, 2017 from 3:45 p.m. to 7:45 p.m. and the Syosset-Woodbury Community Park Ice Rink on January 29, 2017 from 8:00 a.m. to 9:30 a.m. by the Long Island Blues Special Hockey Team, a not-for-profit organization, for their Winter Classic Fundraiser on behalf of Special Athletes and their families,

NOW, THEREFORE, BE IT RESOLVED, That the request for Town Board authorization as hereinabove set forth is accepted and approved, and the waiver of ice rink fees for the use of the Town of Oyster Bay Ice Skating Center on January 28, 2017 from 3:45 p.m. to 7:45 p.m. and the Syosset-Woodbury Community Park Ice Rink on January 29, 2017 from 8:00 a.m. to 9:30 a.m. by the Long Island Blues Special Hockey Team, is hereby notified nunc pro tunc from January 28, 2017, for the Winter Classic Fundraiser on behalf of Special Athletes and their families.

#

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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

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

TO: MEMORANDUM DOCKET

FROM: Frank A. Nocerino, Commissioner, Department of Parks

DATE: January 24, 2017

SUBJECT: Long Island Blues, Inc. Winter Classic Fundraiser

Michael Russo, President of Long Island Blues, Inc. requests a waiver of ice rink fees for their fundraisers at Town of Oyster Bay Ice Skating Center at Bethpage on Saturday, January 28, 2017, from 3:45-7:45 pm and Syosset-Woodbury Community Park Ice Rink on Sunday, January 29, 2017, from 8:00-9:30am.

All proceeds from these events go directly to creating great experiences for Special Athletes and their families. Long Island Blues, Inc. is a not-for-profit organization and staff members are all volunteers that give back to the community.

This request has no impact on the operation of either ice rink.

The Department of Parks recommends approval of this request nunc pro tunc.


Frank A. Nocerino
Commissioner

FAN:LC

Enclosures

cc: Town Attorney (Original + 10 Copies)

Dave Marzola, Manager, Syosset-Woodbury Park

Chris Nocella, Manager, TOB Ice Skating Center

Long Island Blues, Inc.
P.O. Box 344
Plainview N.Y. 11803
631-467-4926
www.longislandblues.org



September 28, 2016

Frank Nocerino
Commissioner of Parks
977 Hicksville Road
Massapequa, NY 11758

Dear Mr. Nocerino:

My name is Michael Russo and I am the President and Co- Founder of the Long Island Blues Special Hockey Team. I am writing this letter to let you hoping that you would consider donating ice time to our annual "Winter Classic" Fundraiser. The Long Island Blues is an Ice Hockey Organization for children and young adults with developmental disabilities such as Autism, Down syndrome and ADD. This program is open to players both male and female that are ineligible to participate in an existing organization due to his or her disability. Special Hockey exists for the enrichment of the athlete with a developmental disability. In addition to physical hockey skills, the program emphasizes the development of desirable individual characteristics such as dependability, self-reliance, concentration, willingness to share and personal accountability. The Dates and times I am requesting are as follows:

Town of Oyster Bay Ice Skating Center
1/28/17 3:45-7:45

Syosset-Woodbury Park Outdoor Ice Rink
1/29/17 8-9:30am

We are a non-for-profit organization and no staff member is paid. It is all volunteer work. All proceeds from our fundraisers go directly to creating a great experience for our Special Athletes and their families. Thank you for considering my request and I hope to hear from you soon!

Sincerely,

Michael Russo

President
Long Island Blues, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insureon (BIN Insurance Holdings LLC) 1101 Central Expy. South, Suite 250 Allen, TX 75013	CONTACT NAME: PHONE (A/C No. Ext): 844-387-3240 FAX (A/C No.): (877) 826-9067 E-MAIL: ADDRESS:
INSURED	American Special Hockey Association PO Box 3411 Crofton, MD 21114-0411	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECTIONS <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Yes	PHRX1547095	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED. EXP. (Any one person) \$ Excluded PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOUND AGG. \$ 3,000,000 COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$	Yes	PHUG885607	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder also includes Town of Oyster Bay, 977 Hicksville Road, Massapequa, NY 11758
Town of Oyster Bay is named as Additional Insured as their interests may appear in regards to general liability and automobile liability and umbrella excess liability

A. Directors and Officers Liability PHSD1074143 10/10/2015 - 10/10/2016 \$1,000,000

CERTIFICATE HOLDER	CANCELLATION
LONG ISLAND BLUES INC PO BOX 344 PLAINVIEW NY 11803	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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

This Agreement is made this 9th day of January 2017, by Long Island Blues Inc. (Hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period 1/28/17 through 1/29/17.

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

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

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

Name of Organization:

Long Island Blues Inc.

Address of Organization:

PO Box 344
Plainedge NY 11803

By: [Signature]

Authorized Representative

Title: President

Telephone Number: [Redacted]

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 07 2008

LONG ISLAND BLUES INC
C/O MICHAEL RUSSO
PO BOX 344
PLAINVIEW, NY 11803



Employer Identification Number:
20-1457701
DLN:
17053272705017
Contact Person:
KAREN A BATEY ID# 31641
Contact Telephone Number:
(877) 829-5500
~~Accounting Period Ending:~~
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 18, 2004
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.



Letter 947 (DO/CG)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES,
LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-
PROMOTERS**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
 - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Sponsors

4. Co-Promoters

POLICY CHANGE DOCUMENT

POLICY NO.: PHPK1547959

Philadelphia Indemnity Insurance Company | 122343 Insureon - Willis

NAMED INSURED American Special Hockey Association

MAILING ADDRESS PO Box 3411
Crofton, MD 21114-0411

POLICY PERIOD: FROM 09/01/2016 TO 09/01/2017 at
12:01 A.M. Standard Time at your mailing address shown above.

CHANGE EFFECTIVE 09/23/2016 CHANGE # 1 REVISION # 1

DESCRIPTION
In consideration of the premium reflected, the policy is amended as indicated below:

Added:
PI-AS-010 AI: Own/Lessor or Prem, Leased Equip, sponsor, CoPromoter

Per attached

Path ID 10289151

Total Annual
Additional/Return Premium \$ 849.00
ADDITIONAL

COUNTERSIGNED
(Date)

Total Prorate
Additional/Return Premium \$ 849.00
ADDITIONAL

BY
(Authorized Representative)



12/01/2016
Issue Date

Meeting of February 28, 2017

Resolution No. 103-2017

RESOLVED, That the Town Clerk is hereby directed to advertise a notice of an application for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or other mooring, submitted by Jeffrey Shattuck, pursuant to the Code of the Town of Oyster Bay, Chapter 241, "Waterways", Section 241-33, "Processing of Applications". The subject property is located at 71 Jefferson Place, Massapequa, New York 11758, also known as Section 65, Block 136, Lot 184 on the Nassau County Land and Tax Map.

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

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

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

Reviewed By
Office of Town Attorney

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, that pursuant to the Code of the Town of Oyster Bay, Chapter 241, "Waterways", Section 241-33, "Processing of Applications", the Town Board is in receipt of an application for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or other mooring in the waterways within the jurisdiction of the Town. Said application is described as follows: **JEFFREY SHATTUCK**, for a permit to erect, maintain, alter or improve a dock, pier, bulkhead, float or other mooring. **Specification:** Replace 50LF timber bulkhead with a navy bulkhead (ip); Leave piles high; Install two six foot returns; Replace a 4 foot by 50 foot capping boardwalk and boat whips; Install 4 foot by 6 foot platform, 32 inch by 14 foot ramp, six foot by 20 foot float and ladder. The subject property is located at 71 Jefferson Place, Massapequa, New York 11758, also known as Section 65, Block 135, Lot 184 on the Nassau County Land and Tax Map. The petition filed in connection with the abovementioned application, together with all maps and documents which accompany it, are on file, and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Offices of the Town Clerk, in Oyster Bay and Massapequa. Any person interested in the subject matter of said application must submit any written comments to the Town Board for its review prior to the determination of such application. Kindly address any such communication to the Office of the Town Clerk, Town Clerk, Town Hall, 54 Audrey Avenue Oyster Bay, New York 11771, on or before April 13, 2017. **TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH S. SALADINO**, Town Supervisor, **JAMES ALTADONNA JR.**, Town Clerk. Dated: February 28, 2017, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

12

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DATE: FEBRUARY 3, 2017

TO: MEMORANDUM DOCKET

FROM: CAROL ANN STRAFFORD, DIRECTOR, LEG. AFFAIRS
THRU: OFFICE OF THE TOWN ATTORNEY

SUBJECT: APPLICATION OF JEFFERY SHATTUCK TO ERECT,
MAINTAIN, IMPROVE, AND/OR REPAIR A DOCK,
FLOAT, BULKHEAD OR OTHER MOORING,
71 JEFFERSON PLACE, MASSAPEQUA, NY

FILE # D-9-2016 SEC. 65 BLK 136 LOT 184

Pursuant to Waterways Ordinance, Chapter 241, this office has received the TEQR findings (PRE-DETERMINED TYPE II ACTION), in connection with the above captioned application.

Town Board authorization is now requested directing the Town Clerk to advertise a "Notice of Application."

Request is also made for the Town Attorney to prepare the necessary "Public Notice of Application" and Resolution directing the Town Clerk to advertise said Notice.

OFFICE OF THE TOWN ATTORNEY


CAROL ANN STRAFFORD
DIRECTOR
LEGISLATIVE AFFAIRS

CAS:dr
TA w/10

WHEREAS, Plainedge UFSD has submitted to the Town a check in the amount of \$431.00 to help defray the cost of the memorial built by the Town of Oyster Bay, in memory of Detective First Rank Brian Moore; and

WHEREAS, Thomas M. Sabellico, Special Counsel, by memorandum dated February 2, 2017, recommended that the Town accept said donation, to partially fund the costs associated with the development and production of a bronze memorial statue to honor Detective First Rank Brian Moore erected at Plainedge Park in North Massapequa,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$431.00 from the Plainedge UFSD to help defray the cost of the statue placed at Plainedge Park in memory of Detective First Rank Brian Moore.

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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

12

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : February 2, 2017

SUBJECT: Donation of Funds to the Town of Oyster Bay for Memorial at Plainedge Park

Town Board authorization is requested and recommended to accept a donation from the Plainedge UFSD in the amount of \$431.00, in an effort to partially fund the costs associated with the development and production of a bronze memorial statue to honor Detective First Rank Brian Moore erected at the site of Plainedge Park in North Massapequa.

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


By: Thomas M. Sabellico
Special Counsel

TMS:at

Enclosure

cc: Town Attorney (w/10 copies)

Account number	DIN/Seq no/ISN	Item t/r number	Item account number	Cheque no/Credit ref	Transaction type	Statement date	Amount
945040482	78190001856 3	021000021	884815838	409	Deposited item	17/10/2016	431.00

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated February 2, 2017, advised that on October 28, 2016, the Department of Environmental Resources issued a Request for Proposals for the purpose of securing the services of a professional to assist the Animal Shelter with its 2017 Canine Assessment and Evaluation Program; and

WHEREAS, in response to that Request for Proposals, one (1) response was timely received by the Department of Environmental Resources; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum to the Department of Environmental Resources dated November 23, 2016, advised that the Department of Environmental Resources complied with the Procurement Policy of the Town, pursuant to Guideline 7 of the policy; and

WHEREAS, after review of the response that was received by the Department of Environmental Resources, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, the Department of Environmental Resources recommends and requests that the Town Board authorize the Supervisor to enter into an agreement, with Canine Commander, LLC, 62 Farmers Avenue, Bethpage, NY 11714, to assist the Animal Shelter with its 2017 Canine Assessment and Evaluation Program, for one (1) year, effective nunc pro tunc from January 1, 2017 and terminating on December 31, 2017, at a rate not to exceed \$25,000.00 per year, with funds available in account DER A 3510 44900 000 0000 (Other Contract); and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into such agreement,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby approved, and the Supervisor is hereby authorized to execute any and all documents necessary to enter into an agreement with Canine Commander, LLC, 62 Farmers Avenue, Bethpage, NY 11714.

-#-

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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

7ms
Reviewed By
Office of Town Attorney

Town of Oyster Bay
Inter-Departmental Memo

February 2, 2017

To: MEMORANDUM DOCKET

FROM: Neil O. Bergin, Commissioner of Environmental Resources

SUBJ.: Procurement of Professional Dog Training Services
Canine Commander, LLC

On October 28, 2016 the Department of Environmental Resources issued a Request for Proposals (Solicitation # 01-2017) for the purpose of securing the services of a professional to assist the Animal Shelter with its 2017 Canine Assessment and Evaluation Program. A legal notice was posted in Newsday on October 28, 2016 announcing the availability of the detailed specifications and proposal sheets from the office of the Commissioner of the Department of Environmental Resources.

By the response date of November 10, 2016, we had only received one proposal. This proposal is from Canine Commander, LLC.

Canine Commander, LLC is known to this department as they have provided such services to us since 2010 and have proven themselves to be dependable and effective.

The Office of the Town Attorney has reviewed the circumstances regarding the solicitation and the receipt of this proposal and has determined that we made an adequate attempt to obtain the required number of proposals and are in compliance with Guideline 7 of the Town's procurement policy.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement nunc pro tunc as negotiated and approved by Office of the Town Attorney and further authorize the Supervisor and/or his designee to execute said agreement with Canine Commander, LLC for a one year term commencing on January 1, 2017 and running through and including December 31, 2017 at a rate not to exceed \$25,000.00 per year. Funds are available in account DER A 3510 44900 000 0000 (Other Contract). Under its terms, this agreement may be extended at the same rate, upon mutual agreement, for up to four (4) additional one (1) year periods.

There are no conflicts in reference to Guideline 9 of the Town's procurement policy.

Neil O. Bergin by Daniel M. Pearl

NEIL O. BERGIN
Commissioner
Department of Environmental Resources

NOB/bp
Attachments
Copy: Town Attorney - w/ 10 copies
Daniel M. Pearl, Deputy Commissioner of Environmental Resources
Christine Wiss, Deputy Comptroller
Joseph Pinto, Councilman
DER File no. G500



Town of Oyster Bay
Department of Environmental Resources
Nassau County, New York

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES

SOLICITATION NO. 01-2017

NOTES:

1. ISSUANCE DATE: October 28, 2016
2. THIS RESPONSE IS DUE BY: November 10, 2016

2017
Animal Shelter Canine Evaluation and Training

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AUTHORIZED CONTACT PERSON: Prospective organizations are advised that the authorized Town of Oyster Bay contact person for all matters concerning this RFP is:

Commissioner Nell O. Berghin
Town of Oyster Bay Department of Environmental Resources
160 Miller Place
Syosset, New York 11791
Telephone: (516) 677-6711 - Fax: (516) 677-6730

INTRODUCTION: In accordance with the Town of Oyster Bay's qualification based procurement policy, the Town of Oyster Bay Department of Environmental Resources (hereinafter referred to as "the Town") is seeking proposals from qualified Canine Behavior/Training organizations or individuals (hereinafter referred to as the "Contractor") for the behavioral evaluation of the Town's Animal Shelter canine population. This contract also includes the reinforcement training of the Town's Geese Peace canines and their handlers.

The Town anticipates that services will be required

From: January 1, 2017

Through: December 31, 2017

This contract may be extended at the same rate, upon mutual agreement, for up to four (4) additional one (1) year periods. (Hereinafter referred to as "the contract period"). The scope of the anticipated services is more fully described below under the paragraph entitled "General Project Description and Scope of Services".

CONTRACT VALUE: The Town currently estimates that the value of the contract services shall not exceed: \$ 25,000.00.

FORM OF PROPOSAL: Contractors must submit six (6) copies of each technical proposal with additional relevant information. Proposals should be organized as described in Format of Proposal herein.

QUALIFICATION BASED SELECTION PROCESS: The Town, after receipt and review of responses to this RFP, reserves the right to reject all proposals based upon the information provided by the contractor in their proposals and based upon subsequent negotiations between the Town and the contractor. The Town also reserves the right to award the contract to one contractor or to award contracts to two or more contractors if it determines that it is in the interest of the Town to do so. In the event that the Town awards two or more contracts, the total estimated value of all contracts together shall not exceed the Contract Value specified above. The review process of the RFP's submitted is based on the qualifications of the contractor for the nature of that project.

CRITERIA FOR EVALUATION: The criteria to be used by the Town in evaluating these proposals shall include the experience of the contractor in assignments of similar size, scope and complexity; special knowledge relevant to the project; special equipment or facilities relevant to the project; the size, staffing, resources and financial capability of the contractor; the contractor's knowledge and experience with Town facility(ies) and the contractor's past performance with the Town.

It is further expressly acknowledged that the quality of the services to be rendered is of paramount importance to the Town. However, it is further expressly acknowledged that the cost of the services to be rendered is a substantial concern.

At its discretion, in accordance with the review process, the Town may elect to interview each contractor, make visits to each contractor and/or inspect prior work done by each contractor. One or more responding contractors may be invited to meet with the Town to negotiate a cost agreement(s). If a satisfactory agreement(s) cannot be negotiated with such contractor at a fee determined by the Town to be fair and reasonable, then negotiations with such contractor will be terminated. If acceptable terms cannot be reached with any of the contractors, the selection process will be terminated and the project will be re-evaluated by the Town.

The Town may award contracts to one or more than one contractor.

FAMILIARIZATION WITH CURRENT PROGRAMS, FACILITIES AND DOCUMENTS: It is the sole responsibility of the contractors to familiarize themselves with the Town's current programs, facilities, documents and any other information which is necessary and relevant to the scope of this RFP. Upon sufficient and reasonable advance notice to the contact person named above, arrangements may be made to visit and inspect any involved Town facilities and/or to view applicable documents. Any and all costs borne by the prospective contractor in familiarizing themselves with the above are to be borne solely by the prospective contractor. In the event that the prospective contractor is ultimately awarded a contract pursuant to this RFP, the Town will not allow any claims for payment which include billable time for such familiarization costs, regardless of whether they were incurred prior to or following the submission of the contractor's proposal.

PROGRAM INFORMATION

TITLE OF PROJECT: 2017 Canine Evaluation and Training

PROJECT MANAGER: Laurie Scarpa

ANTICIPATED BUDGET: \$25,000.00

PROJECT DESCRIPTION AND SCOPE OF SERVICES:

Under this proposed program, Contractor will provide the following services (hereinafter referred to as the "services"):

Animal Shelter Canines

1. Evaluate and assess the behavior of all canines so as to ascertain their suitability for adoption
2. Written evaluations are required
3. Rehabilitation training on appropriate canines
4. Contractor will report directly to project manager or his/ her designee
5. Training of Animal Shelter staff
6. Training seminars for the Town residents

Geese Peace Canines

1. Reinforcement for Geese Peace canines and their handlers

The Contractor must understand that the time limit for evaluations and rehabilitation is varying and it is imperative to be able to make an objective decision within a reasonable time frame so the Town can act appropriately. Failure to strictly adhere to these mandates shall constitute grounds for termination of the contract.

Proposals for such services may not exceed \$25,000.00 (Twenty-five thousand dollars) (all inclusive and paid by the Town).

Work performed under this contract (or these contracts) shall only be performed at the direction of the Town of Oyster Bay Animal Shelter on a case by case basis.

FORMAT OF PROPOSAL

Proposals should be organized as shown below with tab dividers between sections and should include all the information indicated. Note that elaborate brochures or other presentations beyond those sufficient to present a complete and extensive response to this solicitation are not desired. Six (6) copies shall be submitted.

SECTION A. INTRODUCTORY STATEMENT

SECTION B. QUALIFICATIONS AND APPROPRIATENESS OF PROPOSED STAFF

Provide names and resumes as well as certificates of qualifications of key personnel proposed for this project.

SECTION C. APPROPRIATENESS AND QUALITY OF CONTRACTOR'S EXPERIENCE

1. Include experience in shelter canine evaluation within Long Island including projects with the Town of Oyster Bay.
2. Provide a minimum of three (3) references with contact information (recent, similar projects are preferred).
3. Provide any documentation (Certificates, diplomas, et. al.) that show the contractor's training in the field of canine assessment, evaluation and/or rehabilitation.

SECTION D. PROPOSED METHODOLOGY

Summary of proposed evaluation and training methods, include detailed description of all activities, actions and conduct. The contractor(s) are requested to provide a schedule of fees that they charge for their services.

SECTION E. SUPPLEMENTAL INFORMATION

Any additional information relevant to the contractor's qualifications for this project may be included at the contractor's option.

★ FORMAT FOR PAYMENTS AND CLAIMS

The Town shall pay the Contractor its negotiated fee upon submission of monthly claim vouchers provided by the Town Comptroller. The claim must also be accompanied by an invoice following a format to be provided by the Town which shall include, but not be limited to the date and a description of the services provided.



Canine Commander LLC
62 Farmers Avenue
Bethpage, NY 11714
1-516-503-5527

2017 Canine Evaluation and Training Proposal

Prepared for:

Town of Oyster Bay

Department of Environmental Resources, Animal Shelter Division

Nell O. Borgin, Commissioner of Environmental Resources

Project Manager, Laurie Scarpa

159 Miller Place

Syosset, NY 11791

November 1, 2016

Canine Commander LLC www.caninecommander.com email canineco@caninecommander.com



2017 Canine Evaluation and Training Proposal

Objective

Canine Commander LLC will assist in rehabilitating dogs at the Town of Oyster Bay Animal Shelter. We will evaluate and assess each canine's behavior and determine how certain behaviors can be corrected. We will address such unwanted behaviors such as aggression, fear, phobias, excessive barking, jumping, food aggression, insecurity, and anxiety.

Goals

Our mission is to evaluate and rehabilitate canines that otherwise would have been euthanized. Our goal is to improve the well-being of each dog and helping them become suitable for adoption.

Solution

A member of our staff will train at the facility at least nine (9) hours per week. We will document all findings to keep the Animal Shelter staff informed of how each dog is progressing and help determine when the dog is ready to be adopted or if the dog cannot be rehabilitated.

Trainer Qualifications

Christopher Hanley is certified as a Canine Trainer by the State of New York. He brings sixteen years of experience in obedience, protection training, tactical work, scent detection, tracking, agility and search and rescue. He has considerable knowledge in canine evaluation, disposition, and trainability. He had worked as Canine Behaviorist for the Town of Oyster Bay Animal Shelter for the past five years. Chris is committed to do everything possible to help each dog have the best chance of a successful adoption.



Canine Commander LLC
62 Farmers Avenue
Bethpage, NY 11714
1-516-503-5527

2017 Canine Evaluation and Training Proposal

Canine Commander LLC cost for services for the evaluation of canine behaviors and to address any unwanted behaviors in order to retain dogs that otherwise would be euthanized at the Town of Oyster Bay Department of Environmental Resources, Animal Shelter Division.

Description	Cost
Cost of contract from January 1, 2017 through December 31, 2017	\$55 per hour
Total cost of contract	\$25,000.00





Christopher Hanley

Canine Commander LLO
62 Farmers Avenue
Bellpage, NY 11714
1-516-803-8527

Profile

Christopher Hanley is certified as a Canine Trainer by the State of New York. He brings fifteen years of experience in obedience, behavioral modification, protection training, tactical work, drug detection, tracking, agility, search and rescue and bed bug detection. He has immense knowledge in canine evaluation, disposition, and trainability.

Experience

Owner, Canine Commander LLO, Bellpage, NY — 2009 to present
Assist families in building a loving and positive relationship with their dog through a training system based on structure, affection & leadership. Provide dog owners with adequate knowledge and skill to successfully train their dogs to be well-behaved, balanced and secure canines. Techniques include modifying problem behaviors such as aggressive tendencies, separation anxieties, house soiling and barking.

Canine behaviorist, Town of Oyster Bay Animal Shelter — 2011 to present
Evaluation and assessment of canine behaviors. Address any unwanted behaviors in order to retain dogs that otherwise would be euthanized. Worked to correct unwanted behaviors such as aggression, fear, excessive barking, jumping, insecurity, and anxiety.

Certified NESDOA bed bug handler — 2010 to present
Professional canine inspection to detect live bed bugs or viable eggs in homes, apartments, planes, hotels, and business. Inspection are completed as a team with a certified NESDOA bed bug dog.

Chief Canine Trainer, New York City Police Department — 2000 to 2009
Chief Canine Trainer of the Emergency Service Canine Unit. Trained dog/handler teams for criminal apprehension. Trained search and rescue dogs to find missing people, objects or in cadaver recovery. Member of the US-TF1 Urban Search and Rescue (USAR) Team as deployed by the Federal Emergency Management Agency (FEMA).

References

Richard Kantler 631-849-9017

Judy Cantello 631-622-0240

Carol Spagnolo 616-832-0801



CERTIFICATE OF LIABILITY INSURANCE

CAN127

OP ID: LH

DATE (MM/DD/YYYY)
11/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MOURER-FOSTER, INC.
615 N. CAPITOL AVE.
LANSING, MI 48933
DENNIS A. STOWERS

CONTACT NAME: DENNIS A. STOWERS

PHONE (A/C No. Ex): 517-371-2300

FAX (A/C No.):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance

19682

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Canine Commander LLC
Eileen Hanley
62 Farmers Avenue
Bethpage, NY 11714

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR WSD	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		81SBMPQ5267	08/13/2016	08/13/2017	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> PROF LIAB					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:					GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMPROP AGG \$ 4,000,000
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				BODILY INJURY (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				PROPERTY DAMAGE (Per accident) \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)	N/A				AGGREGATE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					
						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

TOWN013

Town of Oyster Bay
Department of Environmental
Resources
160 Miller Pl
Syosset, NY 11791

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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Reviewed By
Office of Town Attorney

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Town of Oyster Bay Department of Environmental Resources
150 Miller Pl
Syosset, NY 11791

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

Reviewed By
Office of Town Attorney

Michael V. Allyn



Page 1 of 1



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Legal Notice # 21224369

LEGAL NOTICE

REQUEST FOR PROPOSALS

Please take notice that the
Town of Oyster Bay, Depart-
ment of Environmental Reso-
urces/ Animal Shelter Divi-
sion Request for Proposal
(RFP) for ANIMAL SHELTER
CANINE EVALUATION AND
TRAINING will be received
and stamped at the Commis-
sioner's Office in the Depart-
ment of Environmental Re-
sources, located on the sec-
ond floor of 150 Miller Place,
Syosset, New York 11791, no
later than 4:45 p.m. on No-
vember 10th, 2016.

Detailed specifications and
proposal sheets may be ob-
tained at the office of the
Commissioner of the Depart-
ment of Environmental Re-
sources, located on the sec-
ond floor of 150 Miller Place,
Syosset, New York 11791, on
and after October 28th,
2016, from 9:00 a.m. to 4:45
p.m., Monday through Friday.

Legal Notice # 21224594

LEGAL NOTICE

The annual report for 2015 of

Town of Oyster Bay
Inter-Departmental Memo

TO: Nell O. Berglin, Commissioner
Department of Environmental Resources
Attention: Laurie Scarpa, Deputy Commissioner of the
Department of Environmental Resources

FROM: Office of the Town Attorney

DATE: November 23, 2016

SUBJECT: Request for Determination Regarding Procurement
Request for Proposal for Canine Evaluation and Training
Services

In connection with the above referenced matter, this office has reviewed your Interdepartmental Memorandum dated, November 17, 2016, outlining your attempt to obtain three responses to your Request for Proposals for Professional Services (Canine Evaluation and Training).

Based upon our review, we have determined that you made an adequate attempt to obtain the required number of proposals. Accordingly, you have complied with the provisions of the Town of Oyster Bay Procurement Policy.

LEONARD GRNOVA
TOWN ATTORNEY

Donna B. Swanson
Deputy Town Attorney

DISSENT

05/19/2008 12:01 PM 12/12/2007 12:01 PM 12/12/2007 12:01 PM

TOWN OF OYSTER BAY
BEHAVIORAL EVALUATION AND TRAINING

PARTIES: The **TOWN OF OYSTER BAY**, a municipal corporation of the State of New York, having its principal office at TOWN Hall, Audrey Avenue, Oyster Bay, New York 11771, ("TOWN"), acting for and on behalf of the **ANIMAL SHELTER DIVISION OF THE TOWN'S DEPARTMENT OF ENVIRONMENTAL RESOURCES** ("ANIMAL SHELTER");

CANINE COMMANDER, LLC, a New York corporation, having its principal place of business at 62 Farmers Avenue, Bethpage, New York 11714 ("TRAINER")

WITNESSETH:

WHEREAS, the general intent and purpose of this Agreement is to provide for the behavioral evaluation and training of the TOWN's canine population; and

WHEREAS, on October 28, 2016, the TOWN issued a Request for Proposals, Solicitation No. 01-2017 (hereinafter referred to as the "RFP"), which is attached hereto and made a part hereof; and

WHEREAS, on November 2, 2016, TRAINER submitted a response to this RFP ("Response"), which response has been deemed by the TOWN'S review committee as qualified, and which is attached hereto and made a part hereof; and

WHEREAS, on November 14, 2016, the TOWN's Department of Environmental Resources reviewed TRAINER's response to the RFP, which was the only one received; and determined that the response by TRAINER met the requirements of the RFP and contained reasonable overall prices and recommended that the TOWN Board award the contract to TRAINER; and

WHEREAS, the Town Board deems it in the best interest of the TOWN to enter into an agreement with the TRAINER,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as

follows:

1. TERM:

a. This agreement shall commence on January 1, 2017 and shall run through December 31, 2017, unless otherwise extended or terminated pursuant to the terms of this agreement. This agreement shall be subject to four (4) one (1) year extension options. This Agreement may be cancelled at any time by either party giving to the other not less than forty-five (45) days' written notice.

b. The TOWN may elect to terminate this agreement with cause upon 10 days prior written notice to TRAINER.

2. CONTRACT RATES:

This Agreement is a requirements contract subject to the rate schedule provided by TRAINER in his response to the RFP dated October 28, 2016. Said rate is \$55.00 per hour and shall not exceed Twenty-Five Thousand (\$25,000) Dollars per calendar year.

3. SCOPE OF SERVICES:

The Scope of Services shall be in accordance with those set forth in the RFP dated October 28, 2016.

4. RELATIONSHIP BETWEEN THE PARTIES:

TRAINER agrees that it is, and shall at all times be deemed to be, an independent contractor and it shall not, in any manner whatsoever, by its actions or deeds, commit TOWN to any obligation irrespective of the nature thereof, and it shall not, at any time or for any purpose, be deemed an employee of the TOWN. It is further understood and agreed that no agent, servant or employee of TRAINER shall, at any time, or under any circumstances, be deemed to be an

agent, servant or employee of TOWN.

5. FORMAT FOR PAYMENTS AND CLAIMS:

The TOWN shall pay TRAINER the fees specified under Contract Rates above upon submission of monthly claim forms provided by the TOWN Comptroller.

6. INSURANCE REQUIREMENTS:

a. TRAINER agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of this agreement, a policy of comprehensive general liability and products liability insurance on which TRAINER is the named insured, which policy shall be endorsed to name the TOWN as an additional insured, including, but not limited to, the negligence of the TRAINER's personnel, with a Commercial Liability limit of \$1,000,000.00 per occurrence for bodily injury and property damage and \$2,000,000 aggregate per year.

b. TRAINER shall comply with all provisions of the Workers' Compensation Law, and shall furnish a certificate showing evidence of current coverage.

c. All insurance coverage as stipulated herein shall be subject to the approval of the Office of the Town Attorney of the TOWN.

d. Such policies shall be issued in the name of TOWN as an additional insured. Copies of the aforementioned insurance must be filed with TOWN. No such insurance policy shall be cancelled without thirty (30) days prior written notice to TOWN. The failure of TRAINER to maintain such insurance policies, and to furnish such policies and/or certificates, may automatically terminate this agreement. All such insurance shall be kept in full force and effect during the term of this agreement and any renewals or extensions thereof. TRAINER shall provide an endorsement page indicating the Town as an additional insured.

e. TRAINER agrees to provide the required Certificate of Insurance prior to commencement of SERVICES.

f. Disability Benefits Liability Insurance with coverage of at least the statutory minimum.

7. DEFAULT:

If either party hereto shall default in its performance of any term, covenant or condition of this Agreement for twenty days after notice, or where such default cannot reasonably be cured within said twenty days, if the defaulting party does not promptly after receiving notice of the default commence to cure such default and thereafter proceed with diligence to cure such default; then the other party may terminate this Agreement within thirty (30) days notice to the other.

8. INDEMNIFICATION:

Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. NOTICES:

Any notices, demands and other communications required or desired to be given hereunder shall be in writing and shall be deemed properly given if sent by registered or certified mail, return receipt requested, addressed to the party to which same is to be given at its address first above written.

10. MODIFICATION:

This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by both of the parties to this Agreement.

11. WAIVER:

No waiver of any of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, whether of similar or different nature, unless expressly so stated in writing.

12. ENTIRE AGREEMENT:

This Agreement, including all other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject

matter contained herein and therein. This agreement supersedes all prior agreements and understandings between or among the parties with respect to such subject matter.

13. ASSIGNABILITY:

The provisions of this Agreement shall extend to, bind and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, if any. In no event shall this Agreement be assignable by the Employee.

14. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of New York. The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. If any provisions of this Agreement are invalid or unenforceable in any respect, the validity and enforceability of the remainder of this Agreement shall not in any way be affected.

15. MISCELLANEOUS:

All oral or written statements, representations, promises, understandings and agreements of the parties hereto are superseded by and merged into this Agreement, which alone fully and completely expresses their agreement. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, CANINE COMMANDER, LLC, has executed this Agreement on the ____ day of _____, 2017 and THE TOWN OF OYSTER BAY has executed this Agreement on the ____ day of _____, 2017.

 CANINE COMMANDER, LLC

TOWN OF OYSTER BAY

By: _____
Christopher Hanley

By: _____
Office of The Supervisor

REVIEWED:

Department of Environmental Resources

REVIEWED:

Deputy Town Attorney



STATE OF NEW YORK
COUNTY OF NASSAU)

ss.:

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

Signature and Office of individual
taking acknowledgement

STATE OF NEW YORK
COUNTY OF NASSAU)

ss.:

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

Signature and Office of individual
taking acknowledgement

S:\Attorney\AGREEMENTS\AnimalShelter.Trainer.docx

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated January 27, 2017, requested Town Board authorization for the Department of Environmental Resources to co-sponsor the Annual Spring Oyster Bay Harbor and Beach Cleanup on Saturday, April 22, 2017, at Theodore Roosevelt Memorial Park, Western Waterfront, Beekman Beach, Centre Island Beach and Stehli Beach, in conjunction with the North Oyster Bay Baymen's Association and Friends of the Bay and the public and with the cooperation of the Department of Parks; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Environmental Resources, is authorized to co-sponsor the Annual Spring Oyster Bay Harbor and Beach Cleanup on Saturday, April 22, 2017, at Theodore Roosevelt Memorial Park, Western Waterfront, Beekman Beach, Centre Island Beach and Stehli Beach, in conjunction with the North Oyster Bay Baymen's Association and Friends of the Bay and the public and with the cooperation of the Department of Parks.

-#-

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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Parks
Environmental Resources

MS
Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

Inter-Departmental Memo

January 27, 2017

TO: Memorandum Docket

FROM: Neil O. Bergin, Commissioner of Environmental Resources

SUBJECT: Annual Spring Oyster Bay Harbor and Beach Cleanup
Saturday, April 22, 2017


On Saturday, April 22, 2017 the Department of Environmental Resources would like to once again cosponsor the Annual Spring Oyster Bay Harbor and Beach Cleanup in conjunction with the North Oyster Bay Baymen's Association, the Friends of the Bay, and the public. This event is listed on the Town's monthly calendar that gets mailed to all residents each year.

The Parks Department will allow the use of Theodore Roosevelt Memorial Park, Western Waterfront, Beekman Beach, Centre Island Beach and Stehli Beach. At this event volunteers patrol the shoreline by foot and the water by boat to collect debris that accumulated during the winter. The rubbish will be brought to a central point near the Theodore Roosevelt Memorial Park boat launching ramps. At that point dumpsters are filled and carted off by the Department of Environmental Resources.

To get an overview of conditions before the cleanup, the area will be surveyed a few days prior to the event by representatives of the Department of Environmental Resources, the Parks Department, the Department of Public Safety, the North Oyster Bay Baymen's Association, and the Friends of the Bay.

On the day of the event Department of Environmental Resources staff and event cosponsors will arrive between 6:30 a.m. – 7:30 a.m. and volunteers will start arriving around 8:00 a.m. The public role at the cleanup will wrap-up by 12:00 p.m. Staff and event sponsors should be finished with their roles at about 4:00 p.m.

The Department of Environmental Resources therefore respectfully requests Town Board approval for this event.


NEIL O. BERGIN
Commissioner of Environmental Resources

NOB/JVD

DER File No.: E-300

CC: Town Attorney (with 10 copies)
Christine Wiss, Deputy Comptroller
Frank Nocerino, Commissioner of Parks
Attn: Brian Vander Veer, Assistant Superintendent of Beaches
Scott Russo, Park Manager
Sarah Cimino, Community Relations
Justin McCaffrey, Commissioner of Public Safety

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated February 3, 2017 has advised that LiRo Engineers, Inc., has made a final inspection of the work performed under Contract No. H15-130, Highway Improvements to the Elderberry Road Area, Syosset, and has certified that the Contractor, Laser Industries, Inc., 1775 Route 25, Ridge, New York 11961, has complied with all of the requirements of the Contract, and said Commissioner of the Department of Public Works concurs with LiRo Engineers, Inc., that this contract be accepted as having been completed, and that final payment be made to the Contractor; and

WHEREAS, during the Construction Phase of Contract No. H15-130, it was found necessary to increase a certain item, for a total net increase of \$39,578.10; and

WHEREAS, final construction costs were in the amount of \$1,122,808.10; and

WHEREAS, the Office of the Town Attorney and the Office of the Comptroller, by memoranda dated January 9, 2017, respectively, have stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this contract; and

WHEREAS, the Department of Highways, by memorandum dated January 10, 2017, concurred with the recommendation of final acceptance for this project,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. H15-130 is hereby accepted as being complete, at a final construction cost of \$1,122,808.10, and the Office of the Comptroller is hereby authorized and directed to make final payment for same, in accordance with the applicable terms and provisions of the contract, after the customary review of the engineer's certificate, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the increase in quantity relative to the Construction Phase of Contract No. H15-130, for a net increase of \$39,578.10, is hereby accepted.

-#-

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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

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

7/18/17
Reviewed By
Office of Town Attorney


107

16

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

February 3, 2017

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: QUANTITY INCREASE/DECREASE, ACCEPTANCE AND FINAL PAYMENT
HIGHWAY IMPROVEMENT TO THE ELDERBERRY ROAD AREA - SYOSSET
CONTRACT NO. H15-130

Please see the attached letter from Liro Engineers, Inc., dated December 20, 2016 concerning increases and decreases in quantities with a total net increase in the amount of \$39,578.10. Said quantity increases and decreases are explained by the consultant in this correspondence and further described as per the attached tabulation. Funding for this quantity adjustment are available from funds reserved for Potential Quantity Increases.

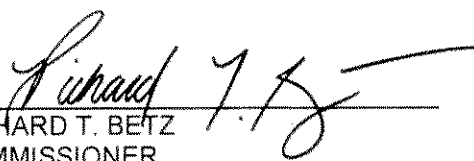
Attached herewith is:

1. A letter dated December 20, 2016 from Liro Engineers, Inc. recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for Laser Industries, Inc. dated January 13, 2017.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Highways concurring with final acceptance.

Work under this contract was directed to proceed as of March 29, 2016 to be completed within 180 calendar days on September 24, 2016. Actual work was completed on September 24, 2016.

Final construction costs amount to \$1,122,808.10.

The Department of Public Works hereby concurs with \$1,122,808.10 that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.


RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/SC/dm

Attachments

cc: Office of Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Eric Tuman, Commissioner/General Services
John Bishop, Acting Commissioner/Highway
Kathy Stefanich, Administration/DPW
Joseph Pinto, Councilman

H15-130_Laser -- Elderberry Road Project_Final Acceptance

RECEIVED
LEGISLATIVE
COUNCIL
JAN 10 2017



LiRo Engineers, Inc.

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.9375421 www.liro.com

20 December 2016

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

Re: Town of Oyster Bay
Highway improvements to Elderberry Road Area
Contract No H15-130
Notification No. 1 and Final

Dear Commissioner Betz:

During the course of the construction of this project actual measured quantities differed from those in the original contract. To reflect those changes we have prepared Notification No. 1 Quantity Increase and Decrease indicating a net increase of \$39,578.10 for your consideration and Town Board Resolution.

LiRo Engineers, Inc. has performed a final inspection of the various Town roads under this contract. All punch list items have been satisfactorily completed by the contractor. LiRo Engineers inspection indicates that the work was constructed in accordance with the approved plans and specifications.

Enclosed find a copy of the Maintenance Bond provided by Fidelity & Deposit Company of Maryland for the one year maintenance period.

The contract included 180 calendar days to complete the work. The start of construction was scheduled for March 29, 2016. The final completion date of this contract was originally set as September 24, 2016. Actual work was completed on September 24, 2016.

The original bid amount for this contract was \$1,083,230.00. The final contract value, including prior approved Change Order 1 and Notification 1 recommended for approval is **\$1,122,808.10**.

Therefore, this office recommends that the Town of Oyster Bay accept this job as final.

If you have any questions regarding this matter, please do not hesitate to call.

Very truly yours,

LiRo Engineers, Inc.

A handwritten signature in cursive script, reading 'Michael Kwaschyn'.

Michael Kwaschyn, P.E.
Project Manager

Enclosure

LiRo Engineers, Inc.
Engineers – Architects
Three Aerial Way
Syosset, NY 11791-5501

Contract Number: H15-130
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: 23 August 2016

Contractor: Laser Industries Inc.
Item No.: As Listed Below
Resident Representative: Nunzio Cusumano

Authorized Change: QUANTITY INCREASES AND DECREASES

DECREASES

ITEM 4D	Saw Cutting Existing Bituminous Concrete Pavement	
	Decrease Estimated Quantity From 13500 LF to 12799 LF	
	Decrease in cost of (701) LF @ Unit Price Bid of \$1.00 =	\$ (701.00)

Reason: All work was performed according to Contract Plans & Specifications. Actual field conditions and more accurate field measurements resulted in the above decreases.

ITEM 26CG	Integral Curb & Gutter	
	Decrease Estimated Quantity From 13500 LF to 13028 LF	
	Decrease in cost of (472) LF @ Unit Price Bid of \$24.00 =	\$ (11,328.00)

Reason: All work was performed according to Contract Plans & Specifications. Actual field conditions and more accurate field measurements resulted in the above decreases.

ITEM 36-2A1:	Bituminous Macadam Plant Mix Type 2A; Paving Asphalt 1.5" Wearing Course & Binder	
	Decrease Estimated Quantity From 3900 Tons to 3824 Tons	
	Decrease in cost of (76) Tons @ Unit Price Bid of \$ 80.00 =	\$ (6,080.00)

Reason: All work was performed according to Contract Plans & Specifications. Actual field conditions and more accurate field measurements resulted in the above decreases.

ITEM 49GM:	Concrete Valley Gutters	
	Decrease Estimated Quantity From 190 SY to 161 SY	
	Decrease in cost of (29) SY @ Unit Price Bid of \$80.00 =	\$ (2,320.00)

Reason: All work was performed according to Contract Plans & Specifications. Actual field conditions and more accurate field measurements resulted in the above decreases.

ITEM 36 6T:	Thermoplastic Reflective Pavement Markings	
	Decrease Estimated Quantity From 3900 LF to 3791 LF	
	Decrease in cost of (109) LF @ Unit Price Bid of \$1.10 =	\$ (119.90)

Reason: All work was performed according to Contract Plans & Specifications. Actual field conditions and more accurate field measurements resulted in the above decreases.

LiRo Engineers, Inc.
Engineers – Architects
Three Aerial Way
Syosset, NY 11791-5501

Contract Number: H15-130
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: 23 August 2016

Contractor: Laser Industries Inc.

Item No.: As Listed Below

Resident Representative: Nunzio Cusumano

ITEM 396M:	Planting Sod	
	Decrease Estimated Quantity From 3000 SY LF to 2950 SY	
	Decrease in cost of (50) SY @ Unit Price Bid of \$9.00 =	\$ (450.00)

Reason: All work was performed according to Contract Plans & Specifications. Actual field conditions and more accurate field measurements resulted in the above decreases.

ITEM 398M:	Dense Grated Aggregate Base Course/RCA Base Course	
	Decrease Estimated Quantity From 500 CY LF to 105 CY	
	Decrease in cost of (395) CY @ Unit Price Bid of \$15.00 =	\$ (5925.00)

Reason: All work was performed according to Contract Plans & Specifications. Actual field conditions and more accurate field measurements resulted in the above decreases.

ITEM 419S-075:	Furnish & Install 1-3/4" Dia. Steel Conduit	
	Decrease Estimated Quantity From 4 LF to 3 FL	
	Decrease in cost of (1) LF @ Unit Price Bid of \$50.00 =	\$ (50.00)

Reason: All work was performed according to Contract Plans & Specifications. Actual field conditions and more accurate field measurements resulted in the above decreases.

ITEM 422L:	Furnish & Install Loop Wire	
	Decrease Estimated Quantity From 312 LF CY to 299 LF	
	Decrease in cost of (13) LF @ Unit Price Bid of \$5.00 =	\$ (65.00)

Reason: All work was performed according to Contract Plans & Specifications. Actual field conditions and more accurate field measurements resulted in the above decreases.

ITEM 422SHE:	Adjusting Traffic Magnatoma	
	Decrease Estimated Quantity From 2 EA to 0 EA	
	Decrease in cost of (2) EA @ Unit Price Bid of \$800.00 =	\$ (1,600.00)

Reason: No Magnatoma was required on this project. Therefore this item was not required or used.

TOTAL ALL DECREASES: \$ (28,638.90)

LiRo Engineers, Inc.
Engineers – Architects
Three Aerial Way
Syosset, NY 11791-5501

Contract Number: H15-130
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: 23 August 2016

Contractor: Laser Industries Inc.

Item No.: As Listed Below

Resident Representative: Nunzio Cusumano

INCREASES

ITEM 4C:	Saw Cut of Concrete	
	Increase Estimated Quantity From 200 LF TO 345 LF	
	Increase in cost of 145 LF @ Unit Price Bid of \$5.00 =	\$ 725.00

Reason: All work was performed according to Contract Plans and Specifications. Accurate final field measurements resulted in the above increases.

ITEM 13M:	Catch Basins & Comb, CB's, MH's	
	Increase Estimated Quantity From 12 EA to 13 EA	
	Increase in cost of 1 EA @ Unit Price Bid of \$2,300.00 =	\$ 2,300.00

Reason: Contract Plans showed 13 Drainage Structures required Top Slab replacement. Engineers Estimate showed 12 to be done. This resulted in the above increase.

ITEM 27:	Cement Concrete Sidewalk 5" Thick	
	Increase Estimated Quantity From 3,000 SF EA to 10,790 SF	
	Increase in cost of 7,790 SF @ Unit Price Bid of \$6.00 =	\$ 46,740.00

Reason: All work was performed according to Contract Plans & Specifications and actual field conditions, which included the placement of additional sidewalk due to grade adjustments and the removal of additional trees where necessary due to interference with the curb line. Sidewalk was also replaced at homes where residents paid for new sidewalk to the Town. These additions resulted in the above increase to this item.

ITEM 28:	Reinforced Cement Concrete Driveways & Aprons (7" thick)	
	Increase Estimated Quantity From 5,100 SF to 5,691 SF	
	Increase in cost of 591 SF @ Unit Price Bid of \$7.00 =	\$ 4,137.00

Reason: All work was performed according to Contract Plans and Specifications. Accurate final field measurements resulted in the above increases.

ITEM 34:	Miscellaneous Metals	
	Increase Estimated Quantity From 2000 LBS to 5398 LBS	
	Increase in cost of 3398 LBS @ Unit Price Bid of \$2.50 =	\$ 8,495.00

Reason: Contract Plans showed 13 Drainage Structures required Top Slab replacement which required additional casting. Existing castings were damaged and had to be replaced. This resulted in the above increase.

LiRo Engineers, Inc.
Engineers – Architects
Three Aerial Way
Syosset, NY 11791-5501

Contract Number: H15-130
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: 23 August 2016

Contractor: Laser Industries Inc.

Item No.: As Listed Below

Resident Representative: Nunzio Cusumano

ITEM 386AM:	Tree Removal (0" to 12" Dia.)	
	Increase Estimated Quantity From 1 EA to 8 EA	
	Increase in cost of 7 EA @ Unit Price Bid of \$700.00 =	\$ 4,900.00

Reason: Additional trees were removed due to actual field conditions where tree roots were hindering the placement of curb & sidewalk. This resulted in the above increase.

ITEM 422LS:	Furnish & Install Loop Saw Cut	
	Increase Estimated Quantity From 104 LF to 150 LF	
	Increase in cost of 46 LF @ Unit Price Bid of \$20.00 =	\$ 920.00

Reason: All work was performed according to Contract Plans and Specifications. Accurate final field measurements resulted in the above increases.

TOTAL ALL INCREASES: \$68,217.00

NET RESULT OF NOTIFICATION NO. 1: \$39,578.10

LiRo Engineers, Inc.
Engineers – Architects
Three Aerial Way
Syosset, NY 11791-5501

Contract Number: H15-130
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: 23 August 2016

Contractor: Laser Industries Inc.
Item No.: As Listed Below
Resident Representative: Nunzio Cusumano

AUTHORIZED CHANGE: QUANTITY INCREASES AND DECREASES

PROJECT SUMMARY

Bid Amount:	- \$ 1,083,230.00
Reserve Amount:	- \$ 54,161.50
Sub Total:	- \$ 1,083,230.00
Change Order No. 1	- \$ 0.00
Notification No. 1 (TBR Pending)	- \$ 39,578.10
Final Construction Cost	- \$ 1,122,808.10

Town of Oyster Bay
Inter-Departmental Memo

TO : Richard T. Betz, Commissioner
Department of Public Works
Attention: Elizabeth L. Maccarone, Deputy Commissioner

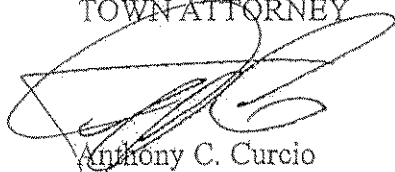
FROM : OFFICE OF THE TOWN ATTORNEY

DATE : January 9, 2017

SUBJECT: FINAL ACCEPTANCE
Highway Improvements to the Elderberry
Road Area, Syosset
Contract No. H15-130

In reply to your memorandum dated January 3, 2017, kindly be advised that the records of this office disclose no pending litigation or other obstacles which would prevent final acceptance of the above referenced Contract. In addition hereto, we approve Maintenance Bond No: 917356M as to form and further advise you to proceed with your Docket Memorandum.

LEONARD GENOVA
TOWN ATTORNEY



Anthony C. Curcio
Assistant Town Attorney

ACC:nb

cc: Comptroller
Town Clerk

TOWN OF OYSTER BAY
Inter-Departmental Memo

January 9, 2017

To: RICHARD T. BETZ, COMMISSIONER OF PUBLIC WORKS
From: CHRISTINE M. WISS, DEPUTY COMPTROLLER
Subject: FINAL ACCEPTANCE
HIGHWAY IMPROVEMENTS TO THE ELDERBERRY ROAD AREA
SYOSSET, NEW YORK
CONTRACT NO. H15-130

In response to your memo dated January 3, 2017, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.


CHRISTINE M. WISS
DEPUTY COMPTROLLER

Enclosure

CMW

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

Town of Oyster Bay

Sumita

Inter-Departmental Memo

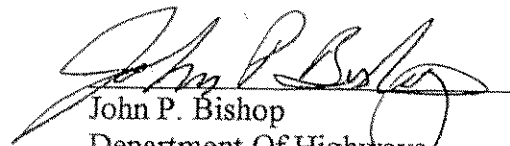
January 10, 2017

TO: Richard T Betz, Commissioner Department of Public Works
ATT: Elizabeth L. Maccarone, Deputy Commissioner Department of Public Works
FROM: Salvatore R. Cecere, Highway Maintenance Supervisor I
THROUGH: John P. Bishop, Acting Commissioner Department Of Highways
SUBJECT: Final Acceptance
Highway Improvements To The Elderberry Road Area, Syosset
Contract No. H15-130

The Highway Department has inspected the area and recommends that this project be accepted as complete.



Salvatore R. Cecere
Highway Maintenance Supervisor I



John P. Bishop
Department Of Highways

JPB/SRC

Highway Improvements to
The Elderberry Road Area
Located in Syosset, New York

\$1,043,230.00
M15-130

1. Date: 180 Days
code

Estimate No.:

Week Through: 10/27/2016
Contractor: Lerner Industries Inc.
Address: 1775 Route 28
Ridge, NY 11961

Engineer:

INVOICE NO.

3 Aerial Way
Syosset, NY 11791-5501
(516) 936-5476

LIRQ

No.	Description	Maximum Contract Values		Quantity	Unit	Unit Price	Value	Quantity	Amount	Quantity	Amount	Quantity	Amount	To Date	Amount To Date
		Quantity	Unit Price												
1	BASES AND MANHOLES (TOP SLAB REPLACEMENT ONLY)	1	LS	1	LS	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	1.00	20,000.00
2		200	LF	200	LF	7.15	1,430.00	200	1,430.00	200	1,430.00	200	1,430.00	34.00	17,750.00
3		13,500	LF	13,500	LF	5.85	78,675.00	13,500	78,675.00	13,500	78,675.00	13,500	78,675.00	2,300.00	13,780.00
4		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	2,000.00
5		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
6		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
7		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
8		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
9		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
10		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
11		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
12		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
13		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
14		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
15		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
16		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
17		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
18		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
19		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
20		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
21		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
22		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
23		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
24		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
25		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
26		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
27		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
28		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
29		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
30		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
31		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
32		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
33		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
34		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
35		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
36		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
37		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
38		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
39		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
40		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
41		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
42		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
43		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
44		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
45		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
46		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
47		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
48		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
49		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
50		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
51		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
52		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
53		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
54		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
55		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
56		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
57		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
58		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
59		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
60		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
61		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
62		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
63		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
64		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
65		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
66		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
67		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	312,572.00
68		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	64,746.00
69		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00	13,500	96,525.00	13,500	96,525.00	2,300.00	20,000.00
70		200	EA	200	EA	3.00	600.00	200	600.00	200	600.00	200	600.00	1.00	11,400.00
71		13,500	LF	13,500	LF	7.15	96,525.00	13,500	96,525.00						

Town of Oyster Bay
Engineers Certificate
Department of Public Works
110 Miller Place, Syosset, NY 11791

44E171
I, signed Contractor certifies that to the best of the Contractor's knowledge,
and belief, the Work has been completed and the Payment has been
received from the Owner, and that the current payment shown herein is now due.
I am a duly Licensed Professional Engineer, and that all the Work has been
completed for Work for which previous Certificates for Payment were issued
entirely received from the Owner, and that the current payment shown herein is now due.

CONTRACT TOTAL
CHANGE ORDER 1
INCREASE
DECREASE
INCREASE DECREASE
Total Contract

\$1,043,230.00
\$ 66,271.00
\$ 122,808.00

Total to Date: \$ 1,122,808.00
Less 2% Retained:

% Complete Time:
% Complete Date:

Balance: \$ 1,122,808.10
Less Previous Claims: \$ 1,000,345.30
Amount of This Claim: \$ 122,442.81



* I certify that the amounts shown above under "Amount of This Claim", truly represent
the several amounts installed and approved on the above Project.

Michael Kravchyn
LIRO
3 Arden Way, Syosset, NY 11791-5501

Stephanie Waszak
Stephanie Waszak
Notary Public, State of New York
No. 01WA6057797
Qualified in Suffolk County

STEPHANIE WASZAK
Notary Public - State of New York
No. 01WA6057797
Qualified in Suffolk County
My Commission Expires April 23, 2013

Date: *Jan 13, 2013*

 Reviewed By
Office of Town Attorney 

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated February 7, 2017, has requested that the Town Board authorize and direct the Town Clerk to publish a public notice of a Request for Proposals under the Workforce Innovation and Opportunity Act for the period July 1, 2017 through June 30, 2018, for One-Stop Operator services, in a newspaper of general circulation no later than March 3, 2017; and

WHEREAS, One-Stop Operator services will be funded through the Workforce Innovation and Opportunity Act, which is an eligible cost, and therefore, at 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 period July 1, 2017 through June 30, 2018 for One-Stop Operator services, in a newspaper of general circulation no later than March 3, 2017; 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 47900 000 CW16.

-#-

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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

TOWN OF OYSTER BAY
Inter-Departmental Memo

February 7, 2017

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

SUBJECT: PUBLICATION OF ONE-STOP OPERATOR REQUEST FOR PROPOSALS
UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

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 One-Stop Operator services under the Workforce Innovation and Opportunity Act for the period July 1, 2017 through June 30, 2018. Requested services will include service delivery coordination for One-Stop partners and service providers across the One-Stop System; coordination of regional system activities; and coordination of partner responsibilities. 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 Office of the Town Attorney notify the Town Clerk that the subject notice be published in a newspaper of general circulation (NEWSDAY) no later than March 3, 2017. Funds are available in Other Expenses account IGA CD 6293 47900 000 CW16.


Frank V. Sammartano
Deputy Commissioner



FVS:sd
Attachment
cc: Town Attorney, 10 copies

PUBLIC NOTICE
NOTICE OF REQUEST FOR PROPOSALS FOR
ONE-STOP OPERATOR SERVICES
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-North Hempstead-Glen Cove Workforce Development Area) and the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) are soliciting proposals for the provision of federally-funded Workforce Innovation and Opportunity Act of 2014 (WIOA) One-Stop Operator services. A maximum of \$15,000 in WIOA funding is available for the period July 1, 2017 through June 30, 2018. Eligible applicants include individuals and organizations who can successfully demonstrate administrative capacity to successfully provide WIOA One-Stop Operator workforce development services as specified in the Request for Proposals.

A response to this Request does not commit the Town of Oyster Bay 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.

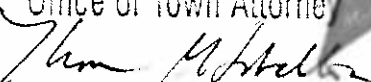
The Oyster Bay-North Hempstead-Glen Cove Workforce Development Board is committed to the principles of Affirmative Action and Equal Employment Opportunity and hereby reaffirms that commitment. The Consortium and subcontractors will comply with all of the nondiscrimination and equal opportunity provisions 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.

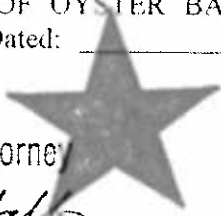
The Request for Proposals package describing the scope of work and containing information necessary for submission can be obtained by contacting Steven Delligatti, Director of the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board at (516) 797-7918, or by writing to:

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

The deadline for proposals submitted in response to this RFP is 4:00 p.m. on March 31, 2017. Faxed or emailed proposals will **not** be accepted.

BY THE ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH S. SALADINO, Supervisor, JAMES ALTADONNA JR., Town Clerk. Dated: _____, 2017. Oyster Bay, New York.

Reviewed By
Office of Town Attorney




WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated February 7, 2017, has requested that the Town Board authorize and direct the Town Clerk to publish a public notice of a Request for Proposals under the Workforce Investment Act for youth employment and training services for in-school youth aged 16-21, in a newspaper of general circulation no later than March 3, 2017; and

WHEREAS, youth employment and training services will be funded through the Workforce Investment Act, which is an eligible cost, and therefore, at 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 Investment Act for youth employment and training services for in-school youth aged 16-21, in a newspaper of general circulation no later than March 3, 2017; 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 47900 000 CW16.

-#-

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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY

Inter-Departmental Memo

February 7, 2017

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

SUBJECT: PUBLICATION OF YOUTH PROGRAM REQUEST FOR PROPOSALS UNDER
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

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 youth employment and training services for in-school youth aged 16-21 under the Workforce Innovation and Opportunity Act for the period June 1, 2017 through September 30, 2018. Requested services will include projects designed to assist eligible youth participants in high school dropout prevention; achievement of work readiness skills and recognized credentials; and placement in employment or post-secondary education. 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 Office of the Town Attorney notify the Town Clerk that the subject notice be published in a newspaper of general circulation (NEWSDAY) no later than March 3, 2017. Funds are available in Other Expenses account IGA CD 6293 47900 000 CW16.



Frank V. Sammartano
Deputy Commissioner

FVS:sd
Attachment
cc: Town Attorney, 10 copies



PUBLIC NOTICE
NOTICE OF REQUEST FOR PROPOSALS FOR
YOUTH EMPLOYMENT AND TRAINING SERVICES
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-North Hempstead-Glen Cove Workforce Development Area) and the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) are soliciting proposals for the provision of federally-funded Workforce Innovation and Opportunity Act of 2014 (WIOA) employment and training services for eligible in-school youth. A total of approximately \$100,000 in Workforce Innovation and Opportunity Act funding is available for the period June 1, 2017 through September 30, 2018. Eligible program participants include in-school youth aged 16 – 21 who are U.S. Citizens or eligible to work, and who meet targeted eligibility requirements for barriers to employment. Programs should place an emphasis on high school dropout prevention; achievement of work readiness skills and recognized credentials; and placement in employment or post-secondary education.

A response to this Request does not commit the Town of Oyster Bay 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.

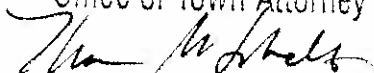
The Oyster Bay-North Hempstead-Glen Cove Workforce Development Board is committed to the principles of Affirmative Action and Equal Employment Opportunity and hereby reaffirms that commitment. The Consortium and subcontractors will comply with all of the nondiscrimination and equal opportunity provisions 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 Steven Delligatti, Director of the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board at (516) 797-7918, or by writing to:

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

The deadline for proposals submitted in response to this RFP is 4:00 p.m. on March 31, 2017. Faxed or emailed proposals will **not** be accepted.

BY THE ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH S. SALADINO, Supervisor, JAMES ALTADONNA JR., Town Clerk. Dated: _____, 2017. Oyster Bay, New York.

Reviewed By
Office of Town Attorney




WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 13, 2016, authorized the Highway Department to clean up the premises located at 91 Dover Street, Massapequa, New York 11758, also known as Section 53, Block 16, Lot 54 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Donna B. Swanson, Deputy Town Attorney, by memorandum dated February 1, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 31, 2016, in the amount of \$478.90, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Donna B. Swanson, Deputy Town Attorney, as set forth in her memorandum dated February 1, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$478.90 may be assessed by the Legislature of the County of Nassau against the parcel known as 91 Dover Street, Massapequa, New York 11758, also known as Section 53, Block 16, Lot 54 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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

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

Reviewed By
Office of Town Attorney
Donna B. Swanson

15

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 1, 2017

SUBJECT: Property Cleanup Assessment
91 Dover Street, Massapequa, New York 11758
Section 53, Block 16, Lot 54

The Department of Planning and Development, by memorandum dated May 13, 2016, directed the Highway Department to clean the premises located at 91 Dover Street, Massapequa, New York 11758, also known as Section 53, Block 16, Lot 54 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 21, 2016, advised that the property was cleaned by a crew from the Highway Department on May 31, 2016. The cost incurred by the Town of Oyster Bay was \$478.90.

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.

By: 

Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
cc: Town Attorney (w/10 copies)

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 13, 2016

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
Through: COMMISSIONER
PLANNING AND DEVELOPMENT
Subject: 91 Dover Street Massapequa, NY 11758
SBL: 53-~~216~~-54

ll

Notice of Violation (No.15498) was issued to the owner of the above-referenced premises 04/29/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney

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

ISW-884V

THIS INDENTURE, made the 26th day of April, in the year 2005

BETWEEN

Sara Seepersad, residing at 91 Dover Street, Massapequa, NY 11758

party of the first part, and

8 Ashly Joseph and Gilymol Zachariah, ^{his wife} residing at 42 Union Avenue, Amityville, NY 11701

party of the second part,

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

All that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Medford in the Town of Brookhaven, County of Suffolk and State of New York being a part of Plot No. 1200 on a certain map entitled, "Map No. 29, Map of Property of the O.L. Schwencke Land and Inv. Company" location Patchogue, Long Island and filed in the Suffolk County Clerk's Office on 5/4/1901 as Map No. 551 and being more particularly bounded and described as follows:

S
53
BL
16
L
54
BEGINNING at a concrete monument placed for a bound on the Easterly side of Bridgeport Avenue and distant 300 feet Southerly from the intersection of the Southerly side of Olympic Avenue with the Easterly side of Bridgeport Avenue and from said point of beginning;

RUNNING THENCE South 84 degrees 36 minutes 10 seconds East a distance of 200 feet to a concrete monument set in the Westerly side of Sipp Avenue;

THENCE South 5 degrees 25 minutes 50 seconds West along the Westerly side of Sipp Avenue a distance of 100 feet to a concrete monument.

THENCE North 84 degrees 36 minutes 10 seconds West a distance of 200 feet to a concrete monument set in the Easterly side of Bridgeport Avenue;

THENCE North 5 degrees 23 minutes 50 seconds East along the Easterly side of Bridgeport Avenue a distance of 100 feet to the point or place of BEGINNING.

Premises more commonly known as 91 Dover Street, Massapequa, NY 11758

Being and intended to be the same premises conveyed to the Grantor herein by deed dated 8/25/04, and recorded 9/16/04 in Liber 11844 at Page 683.

TT
9/14/05
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.

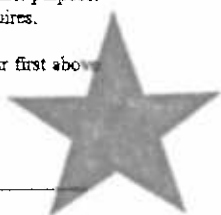
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of 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:

[Signature]

Sara Seepersad
SARA SEEPERSAD



STATE OF NEW YORK, COUNTY OF NASSAU

On the 26th day of APRIL in the year 2005, before me, the undersigned, personally appeared

Sara Seepersad

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Nancy Kelly

NANCY KELLY
NOTARY PUBLIC, State of New York
No. 01NE433750
Qualified in Nassau County
Commission Expires February 28, 2008

STATE OF _____, COUNTY OF _____

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ the
subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

(add the following if the acknowledgment is taken outside NY State) and that said subscribing witness made such appearance before the undersigned in the (insert the city or other political subdivision and the State or country or other place the proof was taken).

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE NO. ISW-884N

Sara Seepersad

TO

ASHLY JOSEPH AND GILLYMOL ZACHARIAH

STATE OF _____

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument

(add the following if the acknowledgment is taken outside NY State) and that said individual made such appearance before the undersigned in the (insert the city or other political subdivision and the State or country or other place the acknowledgment was taken).

STATE OF _____, COUNTY OF _____

On the _____ day of _____ in the year _____, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the
of
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

DISTRICT _____
SECTION 53
BLOCK 16
LOT 54
COUNTY: NASSAU

RETURN BY MAIL TO:

Gillymol Zachariah
Ashly Joseph
91 Dover St
Massapequa, NY 11758

DB

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

June 21, 2016

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


FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 91 DOVER STREET, 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 \$478.90.

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



KEVIN M. HANIFAN
COMMISSIONER
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet



CLEAN-UP 91 DOVER STREET , MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (53-16-54) 91 DOVER ST MASSAPEQUA 11758

Date May 31, 2016

Work Order # 27247

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
DONALD CHANDLER	General Maintenance	01:00	\$43.02	00:00	0	\$43.02
STEVE DIAKOIANNIS	General Maintenance	01:00	\$38.98	00:00	0	\$38.98
MICHAEL HAYWARD	General Maintenance	01:00	\$43.02	00:00	0	\$43.02
MICHAEL MARTIN	General Maintenance	01:00	\$24.76	00:00	0	\$24.76
DERRICK SCOTT	General Maintenance	01:00	\$40.12	00:00	0	\$40.12

Total Labor \$189.90

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	01:00	\$79.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	01:00	\$105.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:00	\$105.00

Total Equipment \$289.00

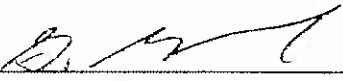
Materials

Material	Cost Per Unit	Units	Line Cost
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Total Materials

Grand Total \$478.90

Description of Work:
CLEAN UP 91 DOVER STREET MS TO DOUG

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

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated June 2, 2016, authorized the Highway Department to clean up the premises located at 50 Virginia Avenue, Plainview, New York 11803, also known as Section 12, Block 23, Lot 57 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Donna B. Swanson, Deputy Town Attorney, by memorandum dated February 1, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 14, 2016, in the amount of \$486.36, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Donna B. Swanson, Deputy Town Attorney, as set forth in her memorandum dated February 1, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$486.36 may be assessed by the Legislature of the County of Nassau against the parcel known as 50 Virginia Avenue, Plainview, New York 11803, also known as Section 12, Block 23, Lot 57 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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

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

Reviewed By
Office of Town Attorney
Donna B. Swanson

TOWN OF OYSTER BAY**Inter-Departmental Memo****June 2, 2016**

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY

**From: MICHAEL ESPOSITO, BUREAU CHIEF
CODE ENFORCEMENT**

**Through: OFFICE OF THE COMMISSIONER
PLANNING AND DEVELOPMENT**

**Subject: 50 Virginia Avenue, Plainview, NY 11803
SBL: 12-23-57**

Notice of Violation (No.15956) was issued to the owner of the above-referenced premises on 5/20/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

OFFICE OF THE COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME:wgm
cc: Leonard Genova, Town Attorney

Standard N.Y.S.T.U. Form 8002 Bargain and Sale Deed, with covenants against Grantor's Act-Individual or Corporation
 CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE
 USED BY LAWYERS ONLY

THIS INDENTURE, made the 19th day of October, Two Thousand Six.
 BETWEEN

PATRICIA MACK, GERARD MACK, and EDWARD MACK III
 50 Virginia Avenue
 Plainview, New York

party of the first part, and

LORETTA GUIDA
 337 Vernon Street
 Dix Hills, New York 11746

party of the second part,

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

SEE SCHEDULE "A" ANNEXED

SAID premises known as 50 Virginia Avenue, Plainview, New York 11803

Being and intended to be the same premises conveyed to the Grantor herein by deed dated August 20, 1998 and recorded on October 15, 1998 in the Office of the Clerk of Nassau County in Liber 10973 page 43

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, compliance with Section 19 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:

Patricia Mack
 PATRICIA MACK

Edward Mack, III
 EDWARD MACK, III

Gerard Mack
 GERARD MACK
 GM PM EM

Sect
 12
 Blk
 23
 Lot
 57



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 10-26-2006
Recorded Time: 11:25:49 a

Liber Book: D 12189
Pages From: 331
To: 334

Record and Return To:
MICHAEL JEW ESQ
1225 FRANKLIN AVE SUITE 450
GARDEN CITY, NY 11530

Control
Number: 886
Ref #: RE 007640
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0012	00023-00	00057	

Consideration Amount: 431,200.00

NMM001	Taxes Total	1,726.00
	Recording Totals	127.00
	Total Payment	1,853.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK



2006102600886



WD

Town of Oyster Bay
Inter- Departmental Memo

June 23, 2016

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

FROM: HIGHWAY DEPARTMENT

SUBJECT: 50 VIRGINIA AVENUE, 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 \$486.36.

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


HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



CLEAN-UP 50 VIRGINIA AVENUE, PLAINVIEW TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (12-23-57) 50 VIRGINIA AVE PLAINVIEW 11803

Date Jun 14, 2016

Work Order # 27626

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL RICCARDO	General Maintenance	00:45	\$47.03	00:00	0	\$35.27
JOHN STERGIOPOULOS	General Maintenance	00:45	\$24.76	00:00	0	\$18.57
PHILIP BADOME	General Maintenance	00:45	\$26.93	00:00	0	\$20.20
DONALD BRUWER	General Maintenance	00:45	\$24.76	00:00	0	\$18.57

Total Labor \$92.61

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	\$105.00	00:45	\$78.75
TD558	TRUCK DUMP 2004 INTL 7300 YW (T-173)- 6 Wheeler	\$131.00	00:45	\$98.25
TD624	PICK-UP TRUCK 2008 FORD F-250 YW (23 / 018)	\$79.00	00:45	\$59.25
TD634	TRUCK DUMP 2008 FORD F350 YW (T175 / T-175) - Power Wagons	\$105.00	00:45	\$78.75
TR153	TRAILER 2007 CA/MA 814CC YW	\$105.00	00:45	\$78.75

Total Equipment \$393.75

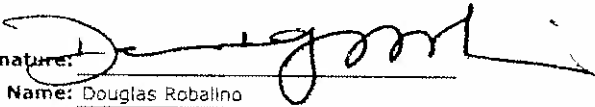
Materials

Material	Cost Per Unit	Units	Line Cost
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Total Materials

Grand Total \$486.36

Description of Work:
CLEAN UP 50 VIRGINIA AVENUE PV TO DOUG

Signature: 
Name: Douglas Robalino
Title: Storeyard Supervisor
Date: Jun 21, 2016



16

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 1, 2017

SUBJECT: Property Cleanup Assessment
50 Virginia Avenue, Plainview, New York 11803
Section 12, Block 23, Lot 57

The Department of Planning and Development, by memorandum dated June 2, 2016, directed the Highway Department to clean the premises located at 50 Virginia Avenue, Plainview, New York 11803, also known as Section 12, Block 23, Lot 57 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 23, 2016, advised that the property was cleaned by a crew from the Highway Department on June 14, 2016. The cost incurred by the Town of Oyster Bay was \$486.36.

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.

By: 

Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
cc: Town Attorney (w/10 copies)

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated July 20, 2016, authorized the Highway Department to clean up the premises located at 74 Meyers Avenue, Hicksville, New York 11801, also known as Section 11, Block 367, Lots 13 and 14 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Donna B. Swanson, Deputy Town Attorney, by memorandum dated February 1, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 25, 2016, in the amount of \$802.72, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Donna B. Swanson, Deputy Town Attorney, as set forth in her memorandum dated February 1, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$802.72 may be assessed by the Legislature of the County of Nassau against the parcel known as 74 Meyers Avenue, Hicksville, New York 11801, also known as Section 11, Block 367, Lots 13 and 14 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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

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

Reviewed By
Office of Town Attorney

17

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney


DATE: February 1, 2017


SUBJECT: Property Cleanup Assessment
74 Myers Avenue, Hicksville, New York 11801
Section 11, Block 367, Lots 13 and 14

The Department of Planning and Development, by memorandum dated July 20, 2016, directed the Highway Department to clean the premises located at 74 Myers Avenue, Hicksville, New York 11801, also known as Section 11, Block 367, Lots 13 and 14 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 15, 2016, advised that the property was cleaned by a crew from the Highway Department on July 25, 2016. The cost incurred by the Town of Oyster Bay was \$802.72.

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.

By: 
Donna B. Swanson
Deputy Town Attorney



DBS:aml
Attachments
cc: Town Attorney (w/10 copies)

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

July 20, 2016

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through: DEPUTY COMMISSIONER
PLANNING AND DEVELOPMENT

Subject: 74 Myers Avenue Hicksville, NY 11801
SBL: 11-367-13 - 14

Notice of Violation (No.16043) was issued to the owner of the above-referenced premises 06/29/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

DEPUTY
COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

TOWN ATTORNEY
OFFICE
100 N. OYSTER BAY
HICKSVILLE, NY 11801

2016 AUG 25 A 9:08

ME/js

cc: Leonard Genova, Town Attorney

11
1064
DE
3

NYS2010

— Surrogate's Court — Indenture or Conveyance (Single Sheet)

THIS INDENTURE, made this 27 day of March, in the year 2002
BETWEEN
LINDA WEBER

residing at 41 Normandy Drive, Northport, New York 11758

as executrix of
Joan Weith a/k/a Joan F. Weith
74 Myers Avenue, Hicksville, New York 11801
party of the first part, and

the last will and testament of
last of
deceased.

KENJI ADZUMA and JIAN-MONG FENG, his wife,
residing at 66 Elm Avenue, Corona, New York 11727 and
500 East 63rd Street, New York City, New York 10021,
respectively

party of the second part.

WITNESSETH, that the party of the first part, to whom Letters Testamentary were issued by the Surrogate's Court of the State of New York for the County of Nassau on Jan. 11, 2002 and by virtue of the power and authority given in and by said last will and testament, and in consideration of

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 plus, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being ~~at~~ at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lots 13 and 14, Block 21, on a certain map entitled, "Map No. 1 of property belonging to the New York Exchange and Investment Company at Hicksville, Queens Co., L.I., made by William C. Baschurst, Surveyor, dated November 30, 1891," and filed in the Queens County Clerk's Office on March 5, 1892 under File No. 41, Nassau File No. 21, which said Lots, when taken together, are, according to said map, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Easterly side of Myers with the Southerly side of 8th Street; running thence Easterly along the Southerly side of 8th Street, 100 feet; running thence Southerly parallel with the Easterly side of Myers Avenue, 50 feet; running thence Westerly and parallel with the Southerly side of 8th Street, 100 feet, to the Easterly side of Myers Avenue; running thence Northerly along the Easterly side of Myers Avenue, 50 feet, to the corner, the point or place of BEGINNING.

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.

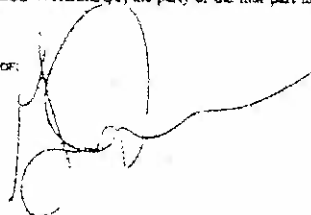
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.


AND the party of the first part, in compliance with Section 13 of the Lica 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:




LINDA WEBER, As Executrix of the Estate
of Joan Weith a/k/a Joan F. Weith



74 Megara Ave
Myers

NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 04-16-2002 Record and Return To:
Recorded Time: 9:52:05 a BRIAN GUCCIARDO ESQ
256 MAIN STREET
NORTHPORT, NY 11768
Liber Book: D 11461
Pages From: 905
To: 907
Control
Number: 380
Ref #: RE 021335
Doc Type: D01 Deed

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0011	00367-00	00013	
OYSTER BAY (2824)	0011	00367-00	00014	

Consideration Amount: 265,000.00

	Taxes Total	1,060.00
	Recording Totals	59.00
LAM001	Total Payment	1,119.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
KAREN V. MURPHY
COUNTY CLERK



2002041600380



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

August 15, 2016

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

FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 74 MYERS 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 \$802.72.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN-UP 74 MYERS AVENUE, HICKSVILLE TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (11-367-13) 74 MYERS AVE HICKSVILLE 11801

Date Jul 25, 2016

Work Order # 29196

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JOSEPH SANTANGELO	General Maintenance	01:30	\$42.41	00:00	0	\$63.61
OSCAR GUEVARA	General Maintenance	01:30	\$23.66	00:00	0	\$35.49
JOSEPH PISZCZATOWSKI	General Maintenance	01:30	\$49.52	00:00	0	\$74.28
ROBERT SANZOVERINO	General Maintenance	01:30	\$25.56	00:00	0	\$38.34
Total Labor						\$211.72

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD634	TRUCK DUMP 2008 FORD F350 YW (T175 / T-175) - Power Wagons	\$105.00	03:00	\$315.00
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	\$105.00	01:30	\$157.50
Total Equipment				\$591.00

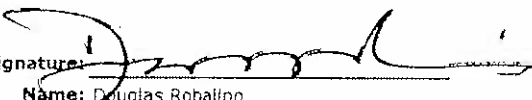
Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$802.72

Description of Work:

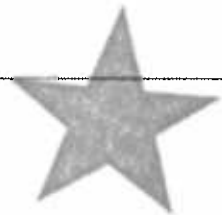
CLEAN UP 74 MYERS AVENUE HV TO DOUG

Signature: 

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Aug 11, 2016



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated September 1, 2016, 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, Donna B. Swanson, Deputy Town Attorney, by memorandum dated February 1, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 12, 2016, in the amount of \$419.75, be referred to the County of Nassau for assessment,

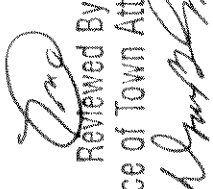
NOW, THEREFORE, BE IT RESOLVED, That the request of Donna B. Swanson, Deputy Town Attorney, as set forth in her memorandum dated February 1, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$419.75 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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

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

Reviewed By
Office of Town Attorney


19

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 1, 2017

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 September 1, 2016, 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 September 14, 2016, advised that the property was cleaned by a crew from the Highway Department on September 12, 2016. The cost incurred by the Town of Oyster Bay was \$419.75.

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.

By: 

Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
cc: Town Attorney (w/10 copies)

TOWN OF OYSTER BAY**Inter-Departmental Memo
September 1, 2016**

To: JOHN P. BISHOP, HIGHWAY DEPARTMENT

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

**Through: COMMISSIONER
PLANNING AND DEVELOPMENT**

**Subject: 4 Coronet Lane Plainview, NY 11803
SBL: 12-537-2**

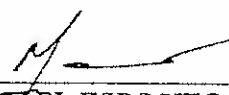

Notice of Violation (No.16267) was issued to the owner of the above-referenced premises 08/19/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

COMMISSIONER

BY:



~~MICHAEL ESPOSITO~~
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Deed Number (RETT):
RERE 016169

Type of Instrument: Deed

Control No: 199901251198

ALAN
WEINER

FRANCINE
WEINER

Recorded: 1/25/1999
At: 1:41:23 PM
In Liber: 11012
Of: Deed Book
From Page: 0358
Through Page: 0360

Refers to Liber: 00000
Of:
Page: 0000

Location:	Section:	Block:	Lot:	Unit:
Oyster Bay (2824)	00000012	00537-00	00002	

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$.00

Received The Following Fees For Above Instrument

		Exempt			Exempt
Recording \$	24.00	NO	Equal/Cty \$	5.00	NO
GAINS			State Fee \$	4.75	NO
St.Fee/Cty \$.25	NO	Trans Tax		
Surchg/Cty \$	3.00	NO	Surchg/NYS \$	22.00	NO

Fees
Paid: \$ 59.00

Deed Number (RETT): RERE 016169

THIS PAGE IS A PART OF THE INSTRUMENT

AJK001

Karen V. Murphy
County Clerk, Nassau County



199901251198



DB5

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

September 14, 2016

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

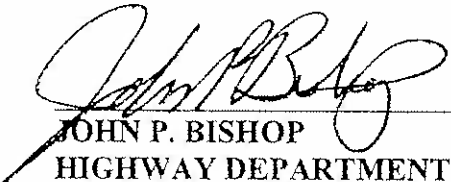
FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

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 \$419.75.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

OWN ALL INFORMATION
OFFICE OF THE
TOWN OF OYSTER BAY

2016 NOV - 1 P 3:34

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



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

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

Date Sep 12, 2016

Work Order # 30498

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$33.41	00:00	0	\$33.41
OSCAR GUEVARA	General Maintenance	01:00	\$23.66	00:00	0	\$23.66
VINCENT PADAVANO	General Maintenance	01:00	\$48.12	00:00	0	\$48.12
ROBERT SANZOVERINO	General Maintenance	01:00	\$25.56	00:00	0	\$25.56
Total Labor						\$130.75

Tools/Vehicle

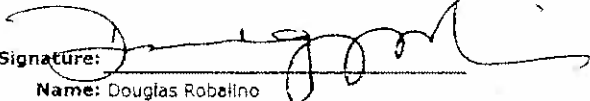
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK348	SANI PACKER 2004 INTL 7400 YW (PP935 / PP-935)	\$105.00	01:00	\$105.00
TD648	PICK-UP TRUCK 2009 FORD F-250 YW (T-010 / 010)	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
Total Equipment				\$289.00

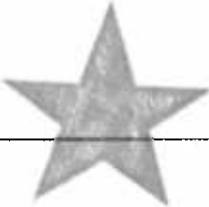
Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$419.75

Description of Work:
CLEAN UP 4 CORONET LANE PV TO DOUG

Signature: 
Name: Douglas Robelino
Title: Shoreyard Supervisor
Date: Sep 13, 2016



WHEREAS, pursuant to Domestic Relations Law Section 11-C, the Town Board is authorized to appoint one or more marriage officers, who shall be authorized to solemnize a marriage in accordance with the provisions of law; and

WHEREAS, Joseph G. Pinto, Town Councilman, by memorandum dated February 6, 2017, has requested that the Town Board appoint former Town Clerk Steven Labriola, to serve as a marriage officer, in order to perform a wedding ceremony without fee, on Saturday, May 6, 2017,

NOW, THEREFORE, BE IT RESOLVED, That pursuant to New York State Domestic Relations Law Section 11-C, the Town Board hereby appoints former Town Clerk Steven Labriola, to serve as a marriage officer of the Town of Oyster Bay on Saturday, May 6, 2017.

-#-

7ms
Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Town Clerk



**TOWN OF OYSTER BAY
TOWN BOARD OFFICE
Inter-Departmental Memorandum**

Date: February 6, 2017

To: Memorandum Docket

From: Joseph G. Pinto, Town Councilman

Subject: Marriage Officer

I, Joseph G. Pinto Town Councilman, am seeking Town Board approval to appoint former Town Clerk Steven Labriola as a marriage officer so that he may perform a wedding ceremony without fee, on Saturday, May 6, 2017.



Joseph G. Pinto
Councilman



JGP/dw

cc: Town Attorney (w/10 copies)

WHEREAS, by Resolution No. 326-2015, adopted on May 26, 2015, this Town Board authorized the Town to enter into an agreement with Leventhal, Cursio, Mullaney & Spector, LLP (now known as Leventhal, Mullaney & Blinkoff, LLP), 15 Remsen Avenue, Roslyn, New York, to provide services as the Town's ethics counsel, in an amount not to exceed \$50,000.00 per year, through December 31, 2015, with two (2), one (1) year extension options; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated February 24, 2017, recommend Town Board authorization to exercise the second, one (1) year extension option of said agreement through December 31, 2017, in an amount not to exceed \$50,000.00,

NOW, THEREFORE BE IT RESOLVED, That the abovementioned recommendation is hereby approved, and the Town Board hereby ratifies the exercise of the second, one (1) year extension option of the agreement with Leventhal, Mullaney & Blinkoff, LLP, 15 Remsen Avenue, Roslyn, New York, to provide services as the Town's ethics counsel, in an amount not to exceed \$50,000.00, through December 31, 2017, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That funds for said payment are to be drawn from 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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney

19-115
RESO

Town of Oyster Bay

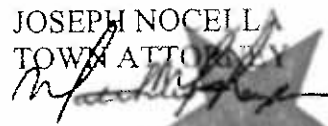
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : February 27, 2017
SUBJECT : Extension for Leventhal, Mullaney & Blinkoff, LLP

By Resolution No. 326-2015, adopted on May 26, 2015, this Town Board authorized the Town to enter into an agreement with Leventhal, Cursio, Mullaney & Spector, LLP, 15 Remsen Avenue, Roslyn, New York, to provide services as the Town's ethics counsel, in an amount not to exceed \$50,000.00 per year, through and including December 31, 2015, with two (2), one (1) year extension options. Since that time, the firm name has changed to Leventhal, Mullaney & Blinkoff, LLP.

The Office of the Town Attorney recommends that the second of the two options be exercised through and including December 31, 2017, in an amount not to exceed \$50,000.00, with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

JOSEPH NOCELL
TOWN ATTORNEY


Matthew M. Rozen
Deputy Town Attorney

MMR:mmr
Attachment

Meeting of February 28, 2017

Resolution No. 116-2017

WHEREAS, the new ethics code adopted by the Town Board (Chapter 30 of the Town Code) provides for a new Ethics Board; and

WHEREAS, Joseph S. Saladino, Supervisor, by memorandum dated February 27, 2017, recommended that the following individuals be appointed to serve on the Ethics Board of the Town of Oyster Bay, without compensation, for the terms set forth opposite their respective names:

Alfred Constants III, Esq. 5 year term
52 Ayres Road
Locust Valley, NY 11560

Mary Sanchez 4 year term
18 Spruce Park
Syosset, NY 11791

Robert Harrison 3 year term
60 Church Street
Syosset, NY 11791

Margaret Eaton 2 year term
239 Lee Avenue
Hicksville, NY 11801

Carolyn Mazzu Genovesi, Esq. 1 year term
1 Rose Street
Glen Head, NY 11545

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board appoints the above named individuals to serve as members of the Town of Oyster Bay Ethics Board for the terms set forth opposite their names.

-#-

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
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney
[Signature]

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Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Supervisor

DATE: February 27, 2017

SUBJECT: Ethics Board of the Town of Oyster Bay

The new ethics code adopted by the Town Board (Chapter 30 of the Town Code) provides for a new Ethics Board.

As a result of the Interview Committee (Steven Leventhal, Esq., Deputy Supervisor Gregory Carman, Jr., Esq. and Thomas M. Sabellico, Esq., Special Counsel) having interviewed fourteen candidates, their suggestion that the following individuals be appointed to serve on the Ethics Board for the terms set forth opposite their respective names:

Alfred Constants III, Esq.	5 year term
Mary Sanchez	4 year term
Robert Harrison	3 year term
Margaret Eaton	2 year term
Carolyn Mazzu Genovesi, Esq.	1 year term

It is my recommendation and request that the Town Board approve the appointment of these five individuals for the term stated, and that the Town Board act on this recommendation at its February 28, 2017 meeting.


JOSEPH S. SALADINO
SUPERVISOR

cc: Town Attorney (w/10 copies)