

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

Reviewed By  
Office of Town Attorney

*John M. ...*

ITEM NO.	DEPT.		FROM	
024-16	IGA	\$ 25,000.00	IGA A	8686 47900 000 0000
			TO	
		25,000.00	IGA A	8686 48080 000 0000
			FROM	
025-16	IGA	70,000.00	IGA CD	6293 12010 000 CW15
			TO	
		70,000.00	IGA CD	6293 11000 000 CW15
			FROM	
		80,000.00	IGA CD	6293 48010 000 CW15
			TO	
		80,000.00	IGA CD	6293 11000 000 CW15
			FROM	
026-16	P&D	20,000.00	PAD B	3620 44800 000 0000
			TO	
		20,000.00	PAD B	8010 44120 000 0000
			FROM	
027-16	P&D	3,000.00	PAD B	3620 41400 000 0000
			TO	
		3,000.00	PAD B	8020 44800 000 0000

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Town Clerk  
Intergovernmental Affairs  
Planning & Development  
Payroll



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



Requesting Division/Department

ENVIRONMENTAL RESOURCES

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

Contract Number PWC 28-16

Contract Period JANUARY 1, 2016 - DECEMBER 31, 2017

Consultant/Contractor RTP ENVIRONMENTAL ASSOCIATES, INC.

Discipline EMISSION SAMPLING AT OLD BETHPAGE LANDFILL

Total Authorization \$75,000.00

Resolution No. 736-2015 Date DECEMBER 15, 2015

Funded To Date \$0.00

Amount Requested \$75,000.00

Account To Be Used DEP SP05816044800 000 0000

If Capital Account, State The Related Contract Number: \_\_\_\_\_

**Description Of Work**

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

SERVICES FOR THE 2016 SAMPLING PROGRAM

Work To Be Completed In Contract Period: Yes  No

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

Required Insurances Are In Effect: Yes  No

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

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

Amount of Bond \$ \_\_\_\_\_

**Requesting Division/Department**

Signature [Signature]

Title Deputy Commissioner

Date 6/2/16

**DPW Approval**

*Only To Be Executed By The Commissioner*

Signature [Signature]

Title Commissioner of Public Works

Date 6/3/16

**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 75,000.00

Unencumbered Balance 75,000.00

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

Signature [Signature]

Date 6/3/16



# TOWN OF OYSTER BAY



## WORK ORDER

*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_ E.O. No. \_\_\_\_\_  
 Contract No. PWC28-16 Contract Start 1/1/2016  
 Contract End 12/31/2017  
 Commencement Date JANUARY 1, 2016

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

Vendor Name and Address

RTP ENVIRONMENTAL ASSOCIATES, INC.

400 POST AVENUE

WESTBURY, NEW YORK 11590

Requesting Town Department ENVIRONMENTAL RESOURCES

Contact SUNITA CHAKRABORTI Phone 516-677-5725

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

SERVICES FOR THE 2016 SAMPLING PROGRAM

**This work order shall not exceed \$ 75,000.00**

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

**Requesting Division/Department**

Signature [Signature]

Title Deputy Commissioner

Date 6/2/16

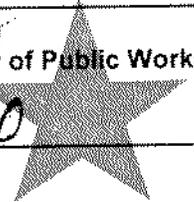
**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature [Signature]

Commissioner of Public Works

Date 6/3/16





**RTP ENVIRONMENTAL ASSOCIATES, INC.**

AIR • WATER • SOLID WASTE CONSULTANTS

400 Post Avenue  
Westbury, New York 11590  
(www.rtpenv.com)

(516) 333-4526  
Fax: (516) 333-4571

**VIA ELECTRONIC MAIL**

May 17, 2016

Mr. Richard Betz, Commissioner  
Commissioner of Public Works  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791-5699

**RE: Funding Request for PWC28-16 Air Emission Sampling at Old Bethpage Solid Waste Disposal Complex (OBSWDC)**

Dear Mr. Betz:

The Town of Oyster Bay (Town) has requested RTP Environmental Associates, Inc. (RTP) to perform several sampling and analysis efforts for the 2016 calendar year under the above referenced multitask contract. The contract is for ambient air, soil gas, pressure well and perimeter gas well sampling and reporting activities to be performed on a quarterly and annual basis at the OBSWDC. Also included in this contract will be efforts associated with the Zero Gas Migration Survey that is performed once during the calendar year and quarterly methane survey that is conducted on an as-needed basis at or nearby the OBSWDC. The Town has also added to this contract sampling of Volatile Organic Compounds (VOCs) from the landfill perimeter gas collection system vent. The vent test will include the collection of three (3) 1-hour tests.

This request covers RTP estimated claims for services from January 1, 2016 through December 31, 2016, based on the current scope of work. The Town also informed RTP that, due to budget curtailments, \$75,000 was available to complete the revised scope of work for calendar year 2016. RTP will attempt to complete all assigned monitoring and reporting activities by December 31, 2016 for the assigned amount, although additional funds may be required.

Please let me know if you need any additional information or would like to discuss the above project and estimated costs in greater detail. RTP is also available to perform work that is not included in the above contract under a separate or amended agreement, if necessary. Thank you for considering RTP for the above assignment.

Sincerely,  
**RTP ENVIRONMENTAL ASSOCIATES, INC.**

  
Kenneth J. Skipka  
Principal

KJS:rnz  
cc: Matt Russo, Tom Ryan



WHEREAS, Richard Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, have requested that D & B Engineers and Architects, P.C., and RTP Environmental Associates, Inc., be authorized to provide on-call engineering services in connection with Contract No. PWC 28-16, On-Call Engineering Services Relative to Emission Sampling at Old Bethpage Landfill, for a two-year term contract, from January 1, 2016 through December 31, 2017; and

WHEREAS, D & B Engineers and Architects, P.C., and RTP Environmental Associates, Inc., have an open-ended service Agreement with the Town under which the services will be provided,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and D & B Engineers and Architects, P.C., and RTP Environmental Associates, Inc., are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC 28-16, On-Call Engineering Services Relative to Emission Sampling at Old Bethpage Landfill, for a two-year term contract, from January 1, 2016 through December 31, 2017; and be it further

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

Received by  
Office of Town Attorney  
*Member of Council*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works



2A

# Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Peter Aiello, Program Coordinator  
Community Development

THROUGH: Frank V. Sammartano, Deputy Commissioner  
Intergovernmental Affairs

DATE: June 9, 2016

SUBJECT: Transfer of Funds

RECEIVED  
TOWN OF OYSTER BAY  
INTERGOVERNMENTAL AFFAIRS

**FROM**

IGA A 8686 47900 000 0000 \$ 25,000.00  
(Other Expenses)

**TO (Create)**

IGA A 8686 48080 000 0000 \$25,000.00  
(Supportive Services Contractual)

**JUSTIFICATION**

This transfer is respectfully requested for salary reimbursement for the Community Development Program.

Peter Aiello  
Program Coordinator

Frank V. Sammartano  
Deputy Commissioner

FVS/PA  
cc: Town Attorney w/ 19 copies



2B

TOWN OF OYSTER BAY  
Inter-Departmental Memo

JUNE 8, 2016

RECEIVED  
INTERGOVERNMENTAL AFFAIRS

TO: MEMORANDUM DOCKET  
FROM: GAIL PARANINFO, DIRECTOR  
EMPLOYMENT AND TRAINING  
THROUGH: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS  
SUBJECT: TRANSFER OF FUNDS

AMOUNT: \$150,000.00

FROM: IGA-CD-6293-12010-000-CW15 \$ 70,000.00  
(SALARIES-SEASONAL)

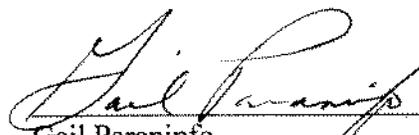
TO: IGA-CD-6293-11000-000-CW15 \$ 70,000.00  
(SALARIES-REGULAR)

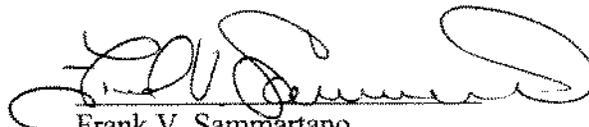
FROM: IGA-CD-6293-48010-000-CW15 \$ 80,000.00  
(CLASSROOM TRAINING)

TO: IGA-CD-6293-11000-000-CW15 \$ 80,000.00  
(SALARIES-REGULAR)

JUSTIFICATION: To accommodate WIOA program expenses.

Thank you for your attention to this matter.

  
Gail Paraninfo  
Director, Employment and Training

  
Frank V. Sammartano  
Deputy Commissioner

FVS:GP:dp  
cc: Town Attorney, 19 copies



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**Town of Oyster Bay  
Department of Planning and Development**

**Inter-Departmental Memo**

June 13, 2016

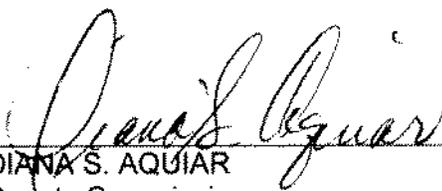
TO: MEMORANDUM DOCKET  
FROM: DIANA S. AQUÍAR  
Deputy Commissioner  
SUBJECT: TRANSFER OF FUNDS

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Kindly arrange for a transfer of funds from the 2016 budget as follows:

FROM:	PAD B 3620 44800 000 0000 "Professional Services" (BUILDING)	\$20,000.00
TO:	PAD B 8010 44120 000 0000 "Public Stenographer" (ZBA)	\$20,000.00

This transfer is necessary to have sufficient funds for 2016 stenography expenses

  
\_\_\_\_\_  
DIANA S. AQUÍAR  
Deputy Commissioner

ds  
cc: Leonard Genova, Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller



2D

Town of Oyster Bay  
Department of Planning and Development

Inter-Departmental Memo

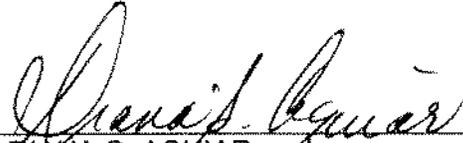
June 13, 2016

TO: MEMORANDUM DOCKET  
FROM: DIANA S. AQUIAR  
Deputy Commissioner  
SUBJECT: TRANSFER OF FUNDS

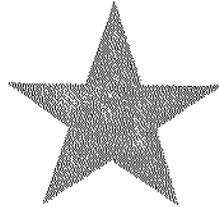
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FROM:	PAD B 3620 41400 000 0000 "Uniforms"	\$3,000.00
TO:	PAD B 8020 44800 000 0000 "Professional Services"	\$3,000.00

On April 5, 2016, the Town Board adopted Resolution No. 155-2016 approving payment of a total of \$3,000.00 for calendar year 2016 for the Planning Advisory Board members, to accommodate four (4) more Planning Advisory Board meetings which will be necessary in the remainder of 2016.

  
DIANA S. AQUIAR  
Deputy Commissioner

:dsa  
cc: Leonard Genova, Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller



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WHEREAS, Diana S. Aquiar, Deputy Commissioner of the Department of Planning and Development, by memorandum dated February 23, 2016, requests Town Board authorization for the expenditure of \$3,000.00, for the following Planning Advisory Board members, with funds to be drawn from Account No. PAD B 8020 44800 000 0000:

- Michael Spinelli \$150.00 per meeting, with an amount not to exceed \$600.00 for the calendar year,
- Anthony DiLeonardo \$150.00 per meeting, with an amount not to exceed \$600.00 for the calendar year,
- Angelo Stanco \$150.00 per meeting, with an amount not to exceed \$600.00 for the calendar year,
- Clifford Chabina \$150.00 per meeting, with an amount not to exceed \$600.00 for the calendar year,
- Louis C. Warner \$150.00 per meeting, with an amount not to exceed \$600.00 for the calendar year,

11/11/16  
 Planning & Development  
 Department of Planning & Development

NOW, THEREFORE, BE IT RESOLVED, Resolution No. 256-2015, adopted by the Town Board on May 12, 2015, appointing Louis C. Warner as a member of the Planning Advisory Board for the period of May 1, 2015 through April 30, 2020, is amended to reflect a fee of \$150.00 per meeting, with an amount not to exceed \$600.00 for the calendar year 2016; and be it further

RESOLVED, That the abovementioned request is hereby approved and ratified from January 1, 2016 through December 31, 2016, and the Department of Planning and Development is hereby authorized to expend the sum of \$3,000.00 for the aforementioned Planning Advisory Board members with funds to be drawn from Account No. PAD B 8020 44800 000 0000, or other appropriate account; and be it further

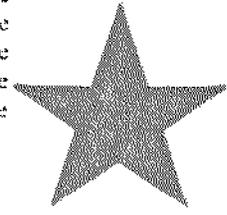
RESOLVED, That the Comptroller is hereby authorized and directed to make payment upon submission of a duly certified claim, after audit.

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

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

cc Supervisor  
Town Attorney  
Comptroller (2)

Planning & Development



WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, and Iris Williams, Accounting Assistant III, Department of Community and Youth Services, by memorandum dated May 26, 2016, advise that procurement of a Town of Oyster Bay explosives permit for the fireworks display during the Salute to America celebration on July 12, 2016 at John J. Burns Town Park is a prerequisite to obtaining the necessary Nassau County explosives permit for said event; and

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, and Iris Williams, Accounting Assistant III, Department of Community and Youth Services, by the aforementioned memorandum, request Town Board authorization for the Town Clerk to waive the fees for the explosives permit from the Town of Oyster Bay, and they further request authorization to obtain an explosives permit, from the Nassau County Arson/Bomb Squad, at a cost not to exceed \$450.00,

NOW, THEREFORE, BE IT RESOLVED, That the requests as set forth hereinabove are hereby granted, and in connection with the Salute to America celebration, to be held at John J. Burns Town Park on July 12, 2016, the Town Board hereby authorizes the Town Clerk to waive the fees for the Town of Oyster Bay explosives permit, and the Department of Community and Youth Services is hereby authorized to obtain an explosives permit, from the Nassau County Arson/Bomb Squad, at a cost not to exceed \$450.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim after audit, and that the funds for said payment are drawn from Account No. CYS A 7020 41800 000 0000.

-#-

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

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

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

TMS  
Reviewed By  
Office of Town Attorney  
*[Signature]*

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TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

May 26, 2016

TO: Memorandum Docket  
FROM: Iris Williams, Accounting Assistant III  
Procurement Division  
THROUGH: Maureen A. Fitzgerald, Commissioner  
Department of Community and Youth Services  
SUBJECT: Explosives Permit for the Salute to America

The Department of Community and Youth Services requests Town Board authorization to obtain an explosives permit for the fireworks display which is part of the *Salute to America* program. Fireworks by Grucci, Incorporated will provide the display on July 12, 2016 at John J. Burns Park. The "Permit for Explosives" must be obtained from the Nassau County Arson/Bomb Squad. The fee for the permit is \$450.00.

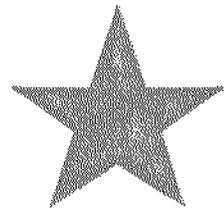
The Department also requests that the Town Board authorize the Town Clerk to waive the fees for the explosives permit from the Town of Oyster Bay which must be obtained prior to acquiring the permit from Nassau County.

Funds for the permit from the Nassau County Arson/Bomb Squad are available in Account No. CYS A 7020 41800 000 0000, and should be made payable to the Nassau County Police.

  
Iris Williams, Accounting Assistant III  
Procurement Division

  
Maureen A. Fitzgerald  
Commissioner

MAF/iw  
cc: Town Attorney (+19 copies)



WHEREAS, Ethel Meade has offered to donate a tree and plaque to the Town of Oyster Bay, to be placed at Marjorie R. Post Community Park, Massapequa, New York, in memory of her sister, Lillian Lanzafame; and

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated May 25, 2016, requests that the Town Board approve said donation; and

WHEREAS, the value of the tree and plaque is estimated to be \$450.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town Board hereby authorizes the Department of Parks to accept the donation of a tree and plaque, to be placed at Marjorie R. Post Community Park, Massapequa, New York, in memory of Lillian Lanzafame.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

  
Reviewed By  
Office of Town Attorney  


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Frank A. Nocerino  
Commissioner



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

Town of Oyster Bay  
Department of Parks  
Inter-Departmental Memo

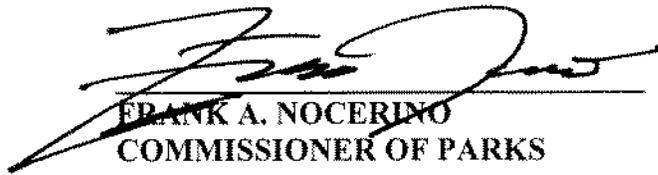
May 25, 2016

TO: MEMORANDUM DOCKET  
FROM: FRANK A. NOCERINO, COMMISSIONER OF PARKS  
SUBJECT: MEMORIAL TREE

The Department of Parks has received a request from Ethel Meade (letter attached) to donate a tree with accompanying plaque to the Town of Oyster Bay in memory of her sister Lillian Lanzafame to be placed in Marjorie R. Post Community Park.

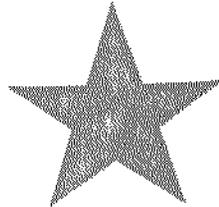
The Department of Parks has reviewed this request and concurs that a tree will be an appropriate addition to complement this area. Most important, this will be a fitting tribute.

The tree with accompanying plaque will be purchased by Ethel Meade and donated to the Parks Department. The value of the tree and plaque is estimated to be \$450.00. Town Board approval is requested on behalf of Ethel Meade.

  
FRANK A. NOCERINO  
COMMISSIONER OF PARKS

FAN/dl  
C: TOWN ATTORNEY (original +19 copies)  
ATTACHMENT  
Sarah Roche- Cimino, Community Liason

RECEIVED  
TOWN OF OYSTER BAY  
COMMUNITY AFFAIRS



May 9 2016

Ethel Meade  
52 Simmons Dr.  
East Islip NY 11730

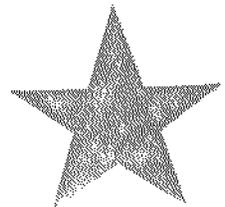
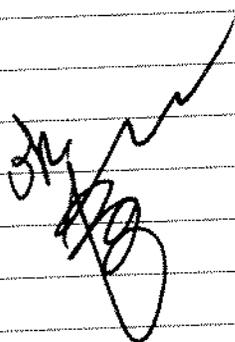
Dear Mr. Frank Nocerino:

I am writing this letter  
to ask if I can plant a  
tree in The Majorie Post Park  
for my sister Gillian Langafame  
she passed away on Jan 22<sup>nd</sup> 2016.  
I already have my brother's trees  
their and my sister-in-law Frances

I am thanking you in advance  
for allowing me to do this.

Respectfully

Mrs. Ethel Meade



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated August 4, 2015, authorized the Highway Department to clean up the premises located at 27 Hart Street, Farmingdale, New York 11735, also known as Section 48, Block 464, Lot 65 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 25, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 13, 2015, in the amount of \$459.33, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 25, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$459.33 may be assessed by the Legislature of the County of Nassau against the parcel known as 27 Hart Street, Farmingdale, New York 11735, also known as Section 48, Block 464, Lot 65 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

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# Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 25, 2016

SUBJECT: Property Cleanup Assessment  
27 Hart Street, Farmingdale, New York 11735  
Section 48, Block 464, Lot 65

RECEIVED  
OFFICE OF THE ATTORNEY

---

The Department of Planning and Development, by memorandum dated August 4, 2015, directed the Highway Department to clean the premises located at 27 Hart Street, Farmingdale, New York 11735 also known as Section 48, Block 464, Lot 65 on the Land and Tax Map of the County of Nassau. (See copy of deed attached). The Highway Department has, by memorandum dated September 28, 2015, advised that the property was cleaned by a crew from the Highway Department on August 13, 2015. The cost incurred by the Town of Oyster Bay was \$459.33.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachment  
Town Attorney (19 copies)



THIS INDENTURE, made the 28 day of October two thousand and five  
BETWEEN

Regina Mott and Robert Mott, residing at 27 Hart Street,  
Farmingdale, New York

party of the first part, and

Michael Maher and Erin Maher, as husband and wife, residing at  
474 East Harrison Street, Long Beach, New York.

party of the second part.

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

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

See Attached Schedule A.

Being the same premises as conveyed to Robert E. Mott, title acquired with Regina M. Bivola, under deed dated 10/6/89, recorded 11/2/89 in Liber 10026 page 761 and further by a deed made by Regina M. Bivola, dated 4/30/90, recorded 3/25/91 in Liber 10124 page 891.

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:

Paul Adan

Regina Mott



FNC-4352W  
S=48  
B=464  
L=65  
TT=1830

RM  
RM



NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 12-05-2005  
Recorded Time: 2:38:30 p

Record and Return To:  
CIPOLLA & HAYDEN ESQS  
241-28 SOUTH CONDUIT AVE  
ROSEDALE, NY 11422

Liber Book: D 12046  
Pages From: 795  
To: 798

Control  
Number: 2134  
Ref #: RE 012785  
Doc Type: D01 DEED

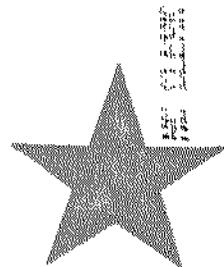
Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0048	00464-00	00065	
Consideration Amount:	457,500.00			

AAR001	Taxes Total	1,830.00
	Recording Totals	127.00
	Total Payment	1,957.00

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



2005120502134



Hand Picked  
need for  
2016-5276  
OK  
DBS  
1/16

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
August 4, 2015**

**To: KEVIN HANIFAN, COMMISSIONER HIGHWAY**  
**From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT**  
**Through: FREDERICK P. IPPOLITO, COMMISSIONER  
PLANNING AND DEVELOPMENT**  
**Subject: 27 Hart Street Farmingdale, NY 11735  
SBL: 48-464-65**

Notice of Violation (No.14949) was issued to the owner of the above-referenced premises 07/15/15 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.

FREDERICK P. IPPOLITO  
COMMISSIONER

BY:

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js  
cc: Leonard Genova, Town Attorney



✓

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

September 28, 2015

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

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

**FROM:** KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

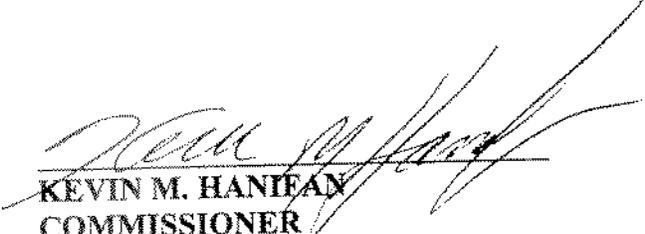
**SUBJECT:** 27 HART STREET, FARMINGDALE  
CLEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$459.33.

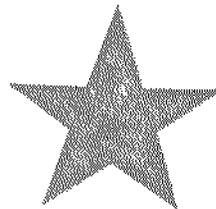
If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

  
\_\_\_\_\_  
**KEVIN M. HANIFAN  
COMMISSIONER  
HIGHWAY DEPARTMENT**

KMH/kjb

Enc. T & M sheet

Clean up 27 HART STREET, FARMINGDALE to P & D





WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated July 30, 2015, authorized the Highway Department to clean up the premises located at 226 North Oak Street, North Massapequa, New York 11758, also known as Section 52, Block 109, Lots 17, 18, 19 and 74 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 25, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 19, 2015, in the amount of \$882.56, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 25, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$882.56 may be assessed by the Legislature of the County of Nassau against the parcel known as 226 North Oak Street, North Massapequa, New York 11758, also known as Section 52, Block 109, Lots 17, 18 19 and 74 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 Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)

*D.S.O.*  
Reviewed By  
Office of Town Attorney  
*Donna B. Swanson*

18

308

# Town of Oyster Bay Inter-Departmental Memo

RECEIVED  
TOWN OF OYSTER BAY  
TOWN CLERK'S OFFICE

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: May 25, 2016  
SUBJECT: Property Cleanup Assessment  
226 North Oak Street, North Massapequa, New York 11758  
Section 52, Block 109, Lots 17, 18, 19 and 74

The Department of Planning and Development, by memorandum dated July 30, 2015, directed the Highway Department to clean the premises located at 226 North Oak Street, North Massapequa, New York 11758 also known as Section 52, Block 109, Lots 17, 18, 19 and 74 on the Land and Tax Map of the County of Nassau. (See copy of deed attached). The Highway Department has, by memorandum dated September 14, 2015, advised that the property was cleaned by a crew from the Highway Department on August 19, 2015. The cost incurred by the Town of Oyster Bay was \$882.56.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachment  
Town Attorney (19 copies)



████████████████████  
████████████████████  
████████████████████

NASSAU COUNTY CLERKS OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 10-01-2001  
Recorded Time: 3:01:50 p

Record and Return To:  
RAND P SCHWARTZ  
1000 PARK BLVD  
MASSAPEQUA PARK, NY 11762

Liber Book: D 11386  
Pages From: 341  
To: 344

Control  
Number: 1608  
Ref #: RE 005570  
Doc Type: D01 Deed

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0052	00109-00	00017	
OYSTER BAY (2824)	0052	00109-00	00018	
OYSTER BAY (2824)	0052	00109-00	00019	
OYSTER BAY (2824)	0052	00109-00	00074	

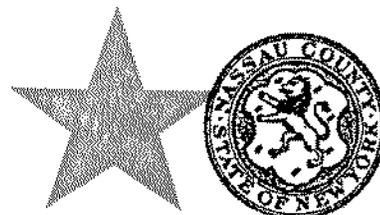
TMS001

Taxes Total	.00
Recording Totals	62.00
Total Payment	62.00

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



2001100101608



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

*MD*  
*MS*

THIS INDENTURE, made the 10 day of September, 2001 and  
BETWEEN

CHRISTOPHER KALTSAS, residing at 226 N. Oak Street,  
N. Massapequa, NY 11758

as executor of the last will and testament of  
BETTY KALTSAS A/K/A BESSIE KALTSAS, late of  
who died on the 11th day of April, 2001 and  
party of the first part, and

Sec. 52

Blk. 109

CHRISTOPHER KALTSAS, residing at 226 N. Oak Street,  
N. Massapequa, NY 11758

Lot 17-  
19, 74

party of the second part,

WITNESSETH, that whereas letters testamentary were issued to the party of the first part by the Surrogate's  
Court, NASSAU County, New York, on July 13, 2001 and by virtue  
of the power and authority given in and by said last will and testament, and/or by Article 11 of the Estates, Powers  
and Trusts Law, and in consideration of

-0-

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

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

See attached description.

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BEING AND INTENDED to be the same premises as conveyed to NICHOLAS  
KALTSAS and BETTY KALTSAS by deed dated November 7, 1975, recorded  
November 12, 1975 in Liber 8865 Page 184. NICHOLAS KALTSAS died  
June 12, 1987. BETTY KALTSAS DIED April 11, 2001. This conveyance  
is pursuant to the Last Will and Testament of BETTY KALTSAS, dated  
February 27, 1989.

Said premises more commonly known as 226 N. Oak Street, N. Massapequa,  
NY 11758.

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 also all  
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 distributees 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.

Subject to the trust fund provisions of section thirteen of the Lien Law.

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]*

*Christopher E. Kaltsas*

CHRISTOPHER KALTSAS,  
as Executor of the Estate  
of BETTY KALTSAS



✓ Have Deed  
2016-5254 OK

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**  
**July 30, 2015**

**To: KEVIN HANIFAN, COMMISSIONER HIGHWAY**

**From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT**

**Through: FREDERICK P. IPPOLITO, COMMISSIONER  
PLANNING AND DEVELOPMENT**

**Subject: 226 N. Oak Street, Massapequa NY 11758  
SBL: 52-109-17**

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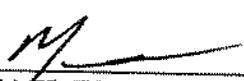
Notice of Violation (No.V-323) was issued to the owner of the above-referenced premises 07/15/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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.

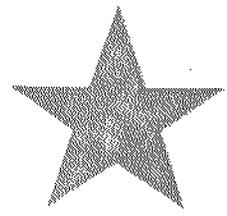
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

FREDERICK P. IPPOLITO  
COMMISSIONER

BY:

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js  
cc: Leonard Genova, Town Attorney



52-109-17 KC  
✓ DBS

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

September 14, 2015

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

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

**FROM:** KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

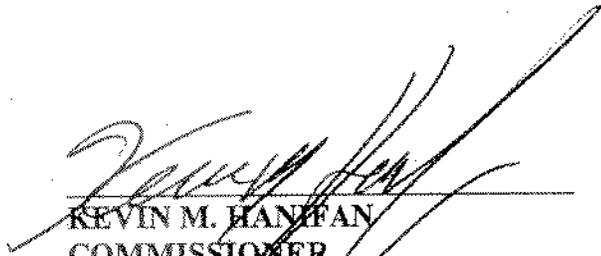
**SUBJECT:** 226 NO. OAK STREET, MASSAPEQUA  
CLEAN-UP

---

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 \$882.56.

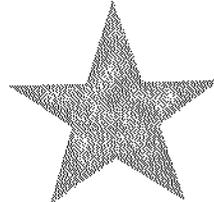
If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

  
\_\_\_\_\_  
KEVIN M. HANIFAN  
COMMISSIONER  
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

MASSACHUSETTS  
DEPARTMENT OF HIGHWAYS  
SEP 15 2015 10 38



CLEAN-UP 226 NO. OAK STREET, MASSAPEQUA to P & D



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated August 26, 2015, authorized the Highway Department to clean up the premises located at 13 Jefferson Place, Massapequa, New York 11758, also known as Section 65, Block 136, Lots 149-151 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 25, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 15, 2015, in the amount of \$2,049.32, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 25, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,049.32 may be assessed by the Legislature of the County of Nassau against the parcel known as 13 Jefferson Place, Massapequa, New York 11758, also known as Section 65, Block 136, Lots 149-151 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

Reviewed By  
Office of Town Attorney  
*Paul Swanson*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)





NO CONSIDERATION  
DO

Standard N.Y. B.I.U. Form 8062 Bargain and Sale Deed, with Covenants against Grantor's Acts-Individual or Corporation (single Sheet)  
CONSULT YOUR LAWYERS BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 20<sup>th</sup> day of November, in the year two-thousand and three

BETWEEN PETER EULER as trustee of the GEORGE R. EULER REVOCABLE TRUST created by Declaration of Trust executed on the 13<sup>th</sup> day of December, 1997, residing at 13 Jefferson Place, Massapequa, New York 11758-7843 party of the first part, and

PETER N. EULER, residing at 13 Jefferson Place, Massapequa, New York 11758-7843 and  
MICHAEL C. EULER, residing at 436 West Cornell Drive, Midvale, Utah 84047 parties 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 forever,

Section 65  
Block 15B  
Lots 149-151

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Massapequa, Town of Oyster Bay, County of Nassau and State of New York, as shown and designated on a certain map entitled "Map of Shoreville Park, Addition #1, amending Block #19 and #20 of Shoreville Park, formerly property of Ogontz Realty Corp., situated in Massapequa, Long Island, N.Y., June 1933 by Baldwin & Cornelius Co., Inc., Civil Engineers & Surveyors, Freeport, L.I." and filed in the Office of the Clerk of the County of Nassau on June 28<sup>th</sup>, 1933 under the file #810, as follows: - Block F - Lot Numbers 149 - 150 - & 151.

Subject to covenants and restrictions in former instruments of record, if any, to riparian rights and easements, if any, of others to the premises, any state of facts an accurate survey may show, and zoning ordinances of the Town of Oyster Bay.

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.

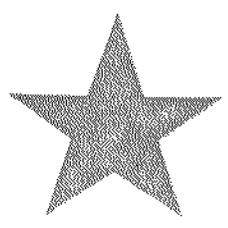
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

In Presence Of

*[Handwritten signature]*

*[Handwritten signature]*  
PETER EULER



Handled  
2016-5271

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
August 26, 2015**

**To: KEVIN HANIFAN, COMMISSIONER HIGHWAY**  
**From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT**  
**Through: FREDERICK P. IPPOLITO, COMMISSIONER  
PLANNING AND DEVELOPMENT**  
**Subject: 13 Jefferson Place Massapequa, NY 11758  
SBL: 65-136-149-151**

---

Notice of Violation (No.15073) was issued to the owner of the above-referenced premises 08/14/15 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.

FREDERICK P. IPPOLITO  
COMMISSIONER

BY:

  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js  
cc: Leonard Genova, Town Attorney



DBS  
✓

Town of Oyster Bay  
Inter- Departmental Memo

September 28, 2015

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

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

FROM: KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

SUBJECT: 13 JEFFERSON PLACE, 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 \$2,049.32.

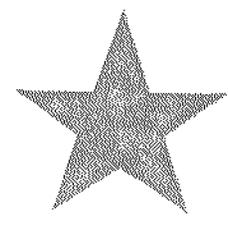
If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

  
\_\_\_\_\_  
KEVIN M. HANIFAN  
COMMISSIONER  
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

2015 SEP 28 9 30



Clean up 13 JEFFERSON PLACE, MASSAPEQUA to P & D



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated August 18, 2015, authorized the Highway Department to clean up the premises located at 22 Eagle Lane, Farmingdale, New York 11735, also known as Section 48, Block 552, Lot 33 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 25, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 11, 2015, in the amount of \$338.43, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 25, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$338.43 may be assessed by the Legislature of the County of Nassau against the parcel known as 22 Eagle Lane, Farmingdale, New York 11735, also known as Section 48, Block 552, Lot 33 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: May 25, 2016  
SUBJECT: Property Cleanup Assessment  
22 Eagle Lane, Farmingdale, New York 11735  
Section 48, Block 552, Lot 33

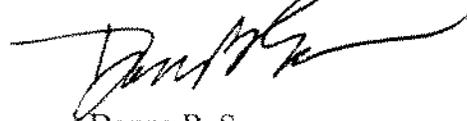
---

The Department of Planning and Development, by memorandum dated August 18, 2015, directed the Highway Department to clean the premises located at 22 Eagle Lane, Farmingdale, New York 11735 also known as Section 48, Block 552, Lot 33 on the Land and Tax Map of the County of Nassau. (See copy of deed attached). The Highway Department has, by memorandum dated September 28, 2015, advised that the property was cleaned by a crew from the Highway Department on September 11, 2015. The cost incurred by the Town of Oyster Bay was \$338.43.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachment  
Town Attorney (19 copies)





NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 07-13-2010  
Recorded Time: 10:28:35 a

Record and Return To:  
GREGORY W CARMAN JR  
266 MAIN STREET  
FARMINGDALE, NY 11735

Liber Book: D 12629  
Pages From: 233  
To: 235

Control  
Number: 462  
Ref #: RE 020239  
Doc Type: D08 DEED CORRECTION RESIDENTIAL

Refers to: Book: D 12285 Page: 658

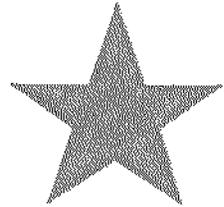
Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0048	00552-00	00033	

	Taxes Total	.00
	Recording Totals	195.00
DAC001	Total Payment	195.00

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



2010071300462



008  
3  
CLERK

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

THIS INDENTURE, made the 27<sup>th</sup> day of June, 2010  
BETWEEN

Masooda Mahmood and Saul Navasng, Joint Tenants with Rights of Survivorship  
Residing at 22 Eagle Lane, Farmingdale, NY 11735

party of the first part, and

Masooda Mahmood and Saul Navasng, Joint Tenants with Rights of Survivorship  
Residing at 22 Eagle Lane, Farmingdale, NY 11735

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten and 00/100—(\$10.00)—dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**THIS IS A CONFIRMATION/CORRECTION DEED TO CORRECT THE DEED RECORDED ON 7/6/07 IN LIBER 12285 PAGE 658 WHICH DEED WAS RECORDED INCORRECTLY AGAINST LOT 3. THE CORRECT LOT IS 33.**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York, known as and by lot number 33 on a certain map entitled "Map of Fortesque at Farmingdale Section 2 Nassau County, New York owed by Greenber Realty Corp. surveyed by Baldwin & Cornelius Co., Licensed Engineer and Land Surveyor and filed in the Nassau County Clerk's Office June 15, 1955 as Case #6443", said lot being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Eagle Lane distant 527 feet westerly from the westerly end of the arc of a curve connecting the southerly side of Eagle Lane with the westerly side of Robin Lane;

RUNNING THENCE South 04 degrees 51 minutes 50 seconds West, 107.28 feet;

THENCE North 82 degrees 09 minutes 28 seconds West 70.10 feet;

THENCE North 04 degrees 51 minutes 50 seconds East 103.64 feet to the southerly side of Eagle Lane;

THENCE South 85 degrees 08 minutes 10 seconds East along the southerly side of Eagle Lane 70 feet to the point or place of BEGINNING.

Said premises known as 22 Eagle Lane, Farmingdale, NY 11735

Sec: 48, Blk: 552, Lot: 33 ✓

Being and intended to be the same premises as conveyed to the party of the first part herein, by deed dated 6/27/07, recorded 7/6/07 in Liber 12285 Page 658.

TOGETHER with all right, title and interest 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.

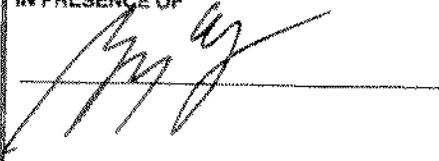
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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 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.

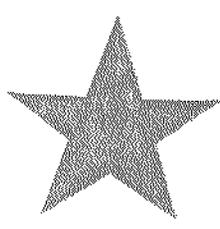
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF



Masooda Mahmood  
Masooda Mahmood  
Saul Navasng  
Saul Navasng



✓ ( Have need  
2016-5270 OK  
Michael Esposito  
1/16

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**  
**August 18, 2015**

**To: KEVIN HANIFAN, COMMISSIONER HIGHWAY**

**From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT**

**Through: FREDERICK P. IPPOLITO, COMMISSIONER  
PLANNING AND DEVELOPMENT**

**Subject: 22 Eagle Lane Farmingdale, NY 11735  
SBL: 48-552-33**

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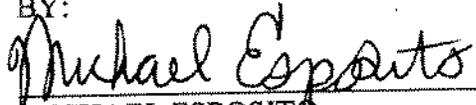
Notice of Violation (No.15052) was issued to the owner of the above-referenced premises 07/28/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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.

FREDERICK P. IPPOLITO  
COMMISSIONER

BY:

  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js  
cc: Leonard Genova, Town Attorney



✓ DBS

Town of Oyster Bay  
Inter- Departmental Memo

September 28, 2015

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

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

**FROM:** KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

**SUBJECT:** 22 EAGLE LANE, FARMINGDALE  
CLEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$338.43.

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

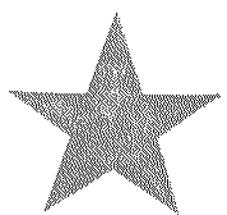


KEVIN M. HANIFAN  
COMMISSIONER  
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

2015 SEP 28 AM 9:30



Clean up 22 EAGLE LANE, FARMINGDALE to P & D

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

BUILDING MAINTENANCE  
22 Eagle Ln, Farmingdale

DATE: 09/11/15

LOCATION:

WO #:

LABOR COSTS

EMPLOYEE'S NAME	REGULAR WORK HOURS	OVERTIME	HOURLY SALARY	TOTAL
Diakogiannis, Steve	Equip Oper II 1.00		37.86	\$ 37.86
Moore, Chris	Equip Oper I 1.00		24.04	\$ 24.04
Schlosser, Mark	Equip Oper II 1.00		40.53	\$ 40.53
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
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				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
<b>Subtotal A</b>				\$ 102.43

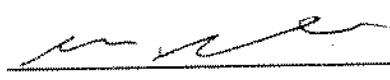
EQUIPMENT

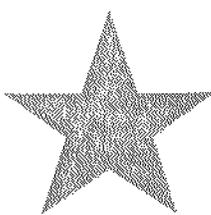
Type of Vehicle	TOB Number	Computer Number	Rate Per Hour	Hours Used	TOTAL
Power Wagon	T205	TD882	105.00	1.00	\$ 105.00
6 Wheeler	T243	TD572	131.00	1.00	\$ 131.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
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					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
<b>Subtotal B</b>					\$ 236.00

MATERIALS

Materials Used (Sand, Etc.)	Cost Per Unit	Number of Units	TOTAL
TIPPING FEE	\$ 80.70		\$ 0.00
WHITE PAINT (GALLONS)	\$ 11.30		\$ 0.00
MAINTENANCE AND PROTECTION OF OF TRAFFIC			\$
<b>Subtotal C</b>			\$ 0.00
<b>Total of A+B+C</b>			\$ 338.43

DESCRIPTION OF WORK:  
Removed litter and debris; cut lawn, weeds, grass, brush & vegetation using 1 lawn mower, 2 weedwackers, 2 backpack blowers, 1 hedge clipper and 1 chainsaw. Debris removed and dumped.

Signature:   
 Name: Giacomo Grandine  
 Title: Highway Construction Supervisor  
 Date: 09/14/15



WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, and Daniel I. Mendelson, Parks Accounting Division, Department of Parks, by memorandum dated May 25, 2016, have recommended that the Town Board authorize a refund in the amount of \$1,287.00 to Mr. Thomas De Stio, 6 Orchard Lane, Sea Cliff, New York 11579, for his Harry Tappen Marina boat slip, because he sold his boat due to health reasons,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Parks Department is authorized to refund the amount of \$1,287.00 to Mr. Thomas De Stio, with the administrative fee being waived, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02025 526 0000.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

Reviewed By  
Office of Town Attorney

8

311

**Frank A. Nocerino**  
Commissioner



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

**Town of Oyster Bay**  
**Department of Parks**

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

TO: MEMORANDUM DOCKET  
FROM: DANIEL I. MENDELSON, PARKS ACCOUNTING DIVISION  
THROUGH: FRANK A. NOCERINO, COMMISSIONER OF PARKS  
DATE: MAY 25, 2016  
SUBJECT: REFUND

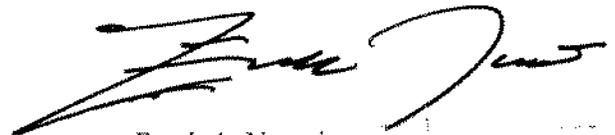
The Department of Parks has received a letter from Mr. Thomas De Stio requesting a refund of \$1,287.00 for his boat slip at the Harry Tappen Marina.

Based on the circumstances outlined in the attached letter, the Department of Parks requests that the Town Board refund the fee of \$1,287.00 after waiving the 20% administrative fee.

Boat slip at Tappen	\$1,287.00
20% Administrative fee waived	<u>\$0.00</u>
<b>TOTAL REFUND</b>	<b>\$1,287.00</b>

Kindly debit account PKS A 0001 02025 526 0000.

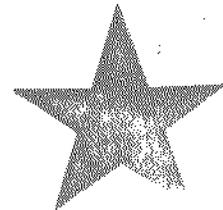
  
Daniel I. Mendelson  
Parks Accounting Division

  
Frank A. Nocerino  
Commissioner of Parks

FAN:dim

Cc: Office of the Town Attorney (original +19 copies)

ATTACHMENTS



RECEIVED  
TOWN OF OYSTER BAY  
ADMINISTRATIVE AFFAIRS

April 16, 2016

Town of Oyster Bay Department of Parks,

Due to health reasons, I had to sell my 22' Grady White Seafrarer registration #NYS856JR. As a result, I no longer need my slip(L14). I called in reference to getting a refund and was told to submit this letter.

Enclosed is a copy of the Marine receipt.

Thank you for your understanding in this matter.

Best Regards,



Thomas De Stio

6 Orchard Ln

Sea Cliff, NY 11579

 Cell



Handwritten signature and date: 4/21/16





Frank A. Nocerino

**TOWN OF OYSTER BAY**  
**Department of Parks**

John Venditti  
Town Supervisor

977 Hicksville Road  
Massapequa, NY 11758  
(516) 797-4111

**2016 SUMMER MARINA FULL RECEIPT**

Thomas De Stio  
6 Orchard Lane  
Sea Cliff, NY 11579

Receipt #: **13841**  
Slip No.: Tappen Beach **L1**  
Vessel: **CT Raz**  
Reg. #: **NY 5856 JI**  
LOA: **22**  
Date: **3/16/2016 1:16:15 PM**  
Payment Received By: **LSHEA**

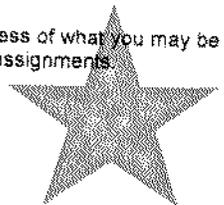
Birthdate: 4/28/1955 Payment Type: Personal Check  
Amount Received: \$1,287.00 Check #: 1379

**TERMS AND CONDITIONS**

The season shall begin on Monday, Apr 11, 2016 and end on Sunday, Nov 13, 2016.

1. All boat and boating equipment docked, berthed, located or left at Town Facilities are left at the sole risk of the owner of said boats and equipment and permission to so dock, berth, locate or leave such property is conditioned upon the owner's acceptance of said risk. All boat and boat equipment owners are reminded to obtain adequate insurance before making use of Town facilities.
2. The licensee expressly assumes all risk of loss due to damages, theft, vandalism, or accident to his/her property while berthed in the marina and expressly releases the Town of Oyster Bay, its agents, officers, and employees from any and all claims whatsoever for loss, damage, fire, theft, or accident to his/her property.
3. The security that is provided at the marinas is for the protection of Town property. The Town does not assume responsibility for damage done to vessels docked at Town marinas.
4. Upon assignment of boat slip, which is for the exclusive use of the licensee, said boat slip SHALL NOT be transferable to another person or to another vessel.
5. Once a vessel is assigned a slip in a category, only that vessel may occupy said slip. The only change in slip assignment permitted will be those that involve slips in the applicant's authorized category size. The change in slip assignment will only be made through the Beach Division
6. A tenant who wishes to place a different vessel in his/her assigned slip will be permitted to do so only under the following conditions:
  - a. The vessel's overall length must fall within the original category size (for example in the 26-31 foot category, the different vessel cannot be less than 26 feet or more than 31 feet in overall length).
  - b. The tenant has ownership of the new vessel and he/she remains the primary owner.
7. A tenant may not:
  - a. Own or be co-owner of more than one vessel which occupies a slip in either north shore marina.
  - b. Trade up or down in vessel size that takes him/her out of his/her category size
  - c. Transfer ownership to other persons (full or part) and maintain current slip space
8. All deadlines for receipt of various documents, required deposits, and final payment must be met. No extensions will be granted.
9. The boat slip licensee's are under the express stipulation that the licensee shall not sub-lease or assign such space to anyone, and slips shall at all times remain under the full control of the Town of Oyster Bay.
10. All requests for refunds must be made in writing and received at the Parks Department main office.
11. Any false statement contained on the marina application shall constitute grounds for revocation of the assigned slip.
12. Violation of any of the rules and regulations governing the use of the marina area shall constitute grounds for revocation of slip assigned.
13. No refunds of fees upon revocation of assigned slip.
14. Each licensee shall give the facility manager at least 48 hours notice of his/her occupancy of assigned slip and the licensee shall give notice to said manager by Sunday, Nov 8, 2016 as to the date of which licensee shall vacate assigned slip.
15. Any vessel remaining at a marina after Sunday, Nov 13, 2016, will be charged \$30 per day. Please note, regardless of what you may be told by facility employees, this fee cannot be waived. This does not apply to boat owners who have received winter storage assignments.
16. Lessees of boat slips, dinghy and sunfish/sailfish racks shall be issued one vehicle gate pass free of charge.
17. All rules and regulations governing the use of Town marinas shall be established by the Commissioner of Parks.

**Present to Dockmaster Prior to Occupying Slip**





WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, and George Baptista, Jr., Deputy Commissioner of the Department of Parks, by memorandum dated May 27, 2016, request Town Board authorization to implement the attached Beach and Park Hours of Operation Schedule,

WHEREAS, Frank A. Nocerino, Commissioner of the Parks Department, and George Baptista, Jr., further request Town Board authorization to permit the Commissioner to establish opening days and closing days for various seasonal activities, and to close or extend the operating hours of a park, beach or other parks facilities, or parts thereof, for emergencies or other matters that may pose a risk to the health, safety, and welfare of the residents,

NOW, THEREFORE, BE IT RESOLVED, That the request as set forth hereinabove is hereby accepted and approved, and the Commissioner of the Department of Parks or his designee is hereby authorized to implement the attached Beach and Park Hours of Operation Schedule.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

  
Reviewed By  
Office of Town Attorney  


6  
Frank A. Nocerino  
Commissioner



312  
George Baptista, Jr.  
Deputy Commissioner  
Michael J. Schwalje  
Deputy Commissioner

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

TO: Memorandum Docket  
FROM: George Baptista, Jr. Deputy Commissioner  
THROUGH: Frank A. Nocerino, Commissioner  
Department of Parks  
DATE: May 27, 2016  
SUBJECT: Beach and Park Hours of Operation

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Pursuant to *Chapter 168-8 "Hours of Operation; overnight use,"* the Department of Parks requests Town Board approval to implement the below noted hours of operation for Town of Oyster Bay Beaches and Parks. Opening days and closing days for various seasonal activities shall be established by the Commissioner of Parks.

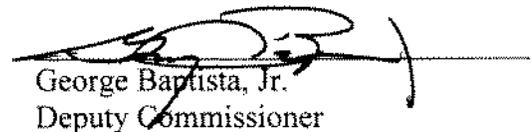
Beaches – Beaches with a marina and fishing access are open 24 hours a day to accommodate fishing and boating activities, upon the issuance of a permit. Beaches that offer only swimming and bathing are open from dawn until dusk.

Parks – Shall open at 7:00 a.m. and close no later than 11:00 p.m.

The above noted hours shall remain in effect until revised and/or amended by the Town Board.

The Parks Department respectfully requests authorization to permit the Commissioner to close or extend the operating hours of a park, beach or other parks facilities, or parts thereof, for emergencies or other matters that may pose a risk to the health, safety, and welfare of the residents.

  
Frank A. Nocerino  
Commissioner

  
George Baptista, Jr.  
Deputy Commissioner

RECEIVED  
FAN:GB:ca

cc: Town Attorney (original with 19 copies)

Reviewed By  
Office of Town Attorney  
*PA S*  
*Dr M*

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, and George Baptista, Deputy Commissioner, Department of Parks, by memorandum dated May 27, 2016, request Town Board authorization to implement the attached 2016 Town of Oyster Bay Pool Fee schedule,

NOW, THEREFORE, BE IT RESOLVED, That the request as set forth hereinabove is hereby accepted and approved, and the Department of Parks is hereby authorized to implement the attached 2016 Town of Oyster Bay Pool Fee schedule.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

1  
Frank A. Nocerino  
Commissioner



210  
George Baptista, Jr.  
Deputy Commissioner  
Michael J. Schwalje  
Deputy Commissioner

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

TO: Memorandum Docket  
FROM: George Baptista, Jr. Deputy Commissioner  
THROUGH: Frank A. Nocerino, Commissioner  
Department of Parks  
DATE: May 27, 2016  
SUBJECT: Proposed Town of Oyster Bay Pool Fee Schedule

---

The Parks Department respectfully requests adoption of the Town of Oyster Bay Pool Fee Schedule. Consistent with the provisions of *Chapter 168-3 Payment of Charges*, once adopted, the attached noted fees shall remain unchanged until revised or amended by the Town Board.

The fee schedule includes two new provisions outlined below:

**Town of Oyster Bay Swim Team Memberships at Syosset-Woodbury Community Park and Marjorie R. Post Community Park** - Individual memberships for youths between the ages of six and sixteen will be \$50.00 and additional siblings will be \$25.00.

**Town of Oyster Bay Volunteer Firefighters** - The fee schedule includes a reduced daily entry fee for Volunteer Firefighters who are residents of the Town of Oyster Bay. The Community pool and Tappen pool daily access is reduced to the child rate for each location.

All other fees remain unchanged from 2015.

Frank A. Nocerino  
Commissioner

George Baptista, Jr.  
Deputy Commissioner

FAN:GB:ca  
Attachment

cc: Town Attorney (original with 19 copies)  
William Zang, Office Service Supervisor, Department of Parks  
Daniel Mendelson, Finance, Department of Parks  
Richard Principe, Internal Audit Division, Office of the Comptroller



# Town of Oyster Bay Pool Fee Schedule

## Community Park Pool Fees

### Swim Lessons

Swim lessons (administrative fees) - \$50.00, per swimmer, for the first swimming session and \$25.00, per swimmer, for each additional session. Lessons are for members only, age 5 years or older.

### Membership Fees

#### Town of Oyster Bay Residents Residing in the Park District

Group District Resident Access Membership	\$500.00
Family Membership	\$200.00
Individual Membership	\$100.00
Senior Citizen Couple (60 and over)	\$ 85.00
Senior Individual	\$ 50.00
Handicapped Individual (with Social Security Medicare ID Card)	\$ 50.00

#### Town of Oyster Bay Residents Residing Outside the Park District

Group Non-District Resident Access Membership	\$650.00
Family Membership	\$235.00
Individual Membership	\$125.00
Senior Citizen Couple (60 and over)	\$100.00
Senior Individual	\$ 60.00
Handicapped Individual (with Social Security Medicare ID Card)	\$ 60.00

Note: For the above mentioned items a family member is defined as mother(s) and/or father(s) and all unmarried children residing at the same address.

Group Access Membership permits groups of unrelated persons (district and non-district residents) access to a community pool in conjunction with the issuance of a permit for facility use after submission of an application and review through a process determined and administered by the Commissioner of Parks

A person must be 16 years of age or older to join as an individual member.

### **Nanny Membership Fees for Non-Residents**

Nanny Individual \$125.00

Nanny Fee – Individual must provide a written statement from an adult member of a family pass holder that he/she provides day care for child members of the family pass holder either in the pass holder's home or nanny's home.

### **Daily Admission**

Child (3-15 years old)	\$ 5.00
Adult (16 years and older)	\$ 7.00
Senior Citizen (60 and over)	\$ 4.00
Volunteer Firemen (park district residents)	\$ 5.00

Family memberships will be permitted ten guests and individual memberships will be permitted 5 guests to bring to the pool for that day. Guests must accompany pool member and pool member must purchase the daily admission. Guest will be charged the adult, child or senior rate as appropriate.

### **Membership photo passes**

Photo pass for each member	\$ 5.00
Replacement photo	\$ 5.00
Athletic Instruction Facility Access Fee	\$250.00

Athletic Instruction Facility Access Fee - Groups or individuals that offer training and guidance in athletic activities for which a fee is charged either by the instructor or the sponsoring sports/athletic organization to the training participants shall obtain a permit for the facility use after submission of an application and review through a process determined and administered by the Commissioner of Parks

### **Refund/Revocation of Pool Membership**

All requests for pool membership refunds must be in writing accompanied by original passes. The request must be addressed to: Commissioner of Parks, 977 Hicksville Road, Massapequa, New York 11758.

All requests for refunds are subject to approval by the Commissioner of Parks or his designee. If approved a 20% administration fee will be charged. No refunds on photo fees.

Violation of any of the rules and regulations governing the park and pool shall constitute grounds for revocation of pool membership as determined by the Commissioner of Parks or his designee.

## Harry Tappen Beach and Marina - Pool Fee Schedule

	<b>TOB Resident</b>	<b>Non-TOB Resident</b>
Individual	\$ 90.00	\$ 180.00
Family	\$175.00	\$350.00
Senior Citizen (individual)	\$ 40.00	\$ 80.00
Senior Citizen (married couple)	\$ 60.00	\$120.00
Handicapped Individual (with Social Security Medicare ID Card)	\$ 40.00	\$ 80.00

### Membership Photo Passes

Photo pass for each member	\$ 5.00
Replacement photo	\$ 5.00

### Daily Tappen Pool Admission

	<b>TOB Resident</b>	<b>Non-TOB Resident</b>
Child (3 to 15 years old)	\$ 6.00	\$ 12.00
Adult (16 & older)	\$ 8.00	\$ 16.00
Senior Citizen (60 & older)	\$ 5.00	\$ 10.00
Volunteer Firemen	\$ 6.00	\$ 10.00

The resident daily fee applies to all volunteer firefighters that live within the TOB. The non-resident daily fee applies to any non-resident, New York State volunteer firefighter.

### Senior Citizen

Senior citizens must show proof of age (60 and over). Senior citizen married couple, only one spouse must be 60 or over.

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, and Daniel I. Mendelson, Parks Accounting Division, Department of Parks, by memorandum dated May 25, 2016, have recommended that the Town Board authorize a refund in the amount of \$70.00 to Ms. Josephine Arnold, 2709 Woods Avenue, East Meadow, New York 11554, for her Yoga class at Hicksville Athletic Center, because she fractured her back and cannot participate,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes the Parks Department to refund the amount of \$70.00 to Ms. Josephine Arnold with the administrative fee being waived, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

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

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

7/4/16  
Reviewed By  
Office of Town Attorney

314

Frank A. Nocerino  
Commissioner



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

**Town of Oyster Bay  
Department of Parks**

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

TO: MEMORANDUM DOCKET  
FROM: DANIEL I. MENDELSON, PARKS ACCOUNTING DIVISION  
THROUGH: FRANK A. NOCERINO, COMMISSIONER OF PARKS  
DATE: MAY 25, 2016  
SUBJECT: REFUND

The Department of Parks has received a letter from Ms. Josephine Arnold requesting a refund of \$70.00 for her registration into Yoga class at the Hicksville Athletic Center.

Based on the circumstances outlined in the attached letter, the Department of Parks requests that the Town Board refund the fee of \$70.00 after waiving the 20% administrative fee.

Yoga at HAC	\$70.00
20% Administrative fee waived	<u>\$0.00</u>
TOTAL REFUND	\$70.00

Kindly debit account PKS A 0001 02001 510 0000.

Daniel I. Mendelson  
Parks Accounting Division

Frank A. Nocerino  
Commissioner of Parks

RECEIVED  
TOWN OF OYSTER BAY  
AFFAIRS

FAN:dim

Cc: Office of the Town Attorney (original +19 copies)

ATTACHMENTS



April 6, 2016

Dear Mr. Nocerino,

My name is Josephine Arnold and I was scheduled to start your yoga class the past Monday April 4th. Unfortunately, I fractured my back in 2 places as diagnosed by my orthopedic surgeon yesterday. After speaking with Aida (who could not have been nicer and a definite asset to your organization) she advised me to write this letter for a full refund check. I was looking forward to taking this class as well as many more exciting classes in the future. Thank you in advance for your cooperation in this unfortunate situation.

Sincerely,

*Josephine Arnold*

Josephine Arnold

2709 Woods Ave East Meadow, NY 11554

Check # 115 (70.00)

Registration #1410

*Dr. [Signature]*  
4/9/16

APR 06 2016  
11:56 AM  
RECEIVED





TOWN OF OYSTER BAY  
Department of Parks  
GENERAL RECEIPT

1410

Name Josephine Arnold		Phone	
Street 2709 woods ave		Age	
Town E. Meadows	Zip ny. 11554	Day —	Hour —
Activity Yoga (Mon)		Location AAC	
Mo./ Day/ Year 3 22 16	Received By JA	Fee \$ 70.00	

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

Cash   
Check  115



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



Hicksville Athletic Center  
 DOR #139

@5240 10201 7919857867

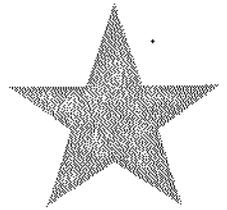
\$ 2590.00

DATE		DOLLARS	CENTS
3-23-16		60	00
	CURRENCY	60	00
	COIN	-	-
CHECKS (List each separately)			
1	410	180	00
2	1502	120	00
3	2971	120	00
4	1255	120	00
5	3863	120	00
6	2969	120	00
7	3312	120	00
8	3533	120	00
9	5460	120	00
10	2807	120	00
11	141	120	00
12	115	120	00
13	115	70	00
14	0940	60	00
15	4499	60	00
16	2857	60	00
17	5979	60	00
18	9320	60	00
19	1666	60	00
20	0401	60	00
21	25527	60	00
22	25402	60	00
23	3096	60	00
24	8135	60	00
25	6729	60	00
26	1329	60	00
27	2555	60	00
28	1262	60	00
29	1189	60	00
TOTAL FROM OTHER SIDE			

PLEASE RE-ENTER TOTAL HERE

2590.00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL. A HOLD FOR UNCOLLECTED FUNDS MAY BE PLACED ON FUNDS DEPOSITED BY CHECK OR SIMILAR INSTRUMENTS. THIS COULD DELAY YOUR ABILITY TO WITHDRAW SUCH FUNDS. THE DELAY, IF ANY, WOULD NOT EXCEED THE PERIOD OF TIME PERMITTED BY LAW.





WHEREAS, Timothy R. Zike, Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 27, 2016, recommends that a refund in the amount of \$85.00 be authorized to Mr. and Mrs. David Wiseltier, 10 N. Cedar Lane, Glen Head, NY 11545, under account number PAD B 0001 02555 000 0000, for Plumbing Permit No. R15004538, obtained on November 4, 2015, for the installation of a gas line to a barbeque, which the owners then decided not to hook up,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Planning and Development is hereby authorized to issue to Mr. and Mrs. David Wiseltier a refund in the amount of \$85.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller; and be it further

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

-#-

Reviewed By  
Office of Town Attorney

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

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

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

13

315

**TOWN OF OYSTER BAY**

**INTER-DEPARTMENTAL MEMO**

RECEIVED  
PLANNING AFFAIRS

**DATE:** May 27, 2016

**TO:** MEMORANDUM DOCKET

**FROM:** OFFICE OF THE COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**SUBJECT:** RESIDENT REFUND - MARSHA & DAVID WISELTIER

Pursuant to the Code of the Town of Oyster Bay, this department granted a Plumbing Permit, #R15004538 dated November 4, 2015. The total permit fee was \$280.00, receipt #01000409066. This receipt indicates that the payment was made with Cash and therefore, no check copy is required. The property owner decided not to hook up a gas line to the barbeque. A Certificate of Approval is also attached indicating that the barbeque was not included in the permit.

Therefore, in light of the aforementioned facts, an eighty-five dollar (\$85.00) refund for the building permit fee associated with Plumbing Permit #R15004538 should be refunded to Mr. & Mrs. David Wiseltier, 10 No. Cedar Lane, Glen Head, New York 11545 under account number PAD B 0001 02555 000 0000.

*Timothy R. Zike*  
 \_\_\_\_\_  
 Timothy R. Zike  
 Deputy Commissioner

TRZ:ds  
 cc: Town Attorney (w/19 copies)



10 Cedar Lane North  
Glen Head, NY 11545  
May 2, 2016

Department of Planning & Development  
Town Hall West  
74 Audrey Avenue  
Oyster Bay, NY 11771

ATT: Debbie Smyth

To Whom it May Concern:

We are requesting a refund for money paid for a line to a backyard barbecue grill when we did our gas conversion in late 2015, early 2016.

We originally planned to have a line to the grill, but due to the inability to run the line through the inside of the house and the excessive cost of running it outside, we decided not to do it. We therefore only installed the gas line directly to the furnace and hot water heater.

Our plumbing contractor, Tragar Oil, paid the town \$280. in cash for the permit, which included the line to the grill. We then reimbursed Tragar directly. When the plans were changed and we did not install the line to the grill, Tragar was told we would receive a refund, which they then requested numerous times.

We never received the refund or the forms until I called last week.

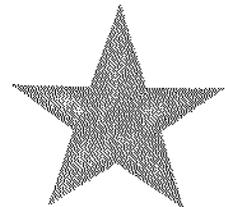
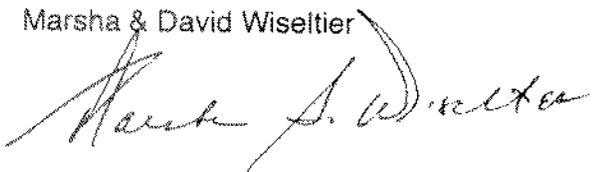
Since we paid Tragar directly by credit card, we do not have a cancelled check to submit. However, we are submitting Tragar's cash receipt, along with the copies of the permits you require.

Please send the refund check to Marsha and David Wiseltier at the address above. If, because this was paid by Tragar you have to send the refund directly to them, please let us know and then Tragar will reimburse us.

We look forward to receiving our refund promptly.

Thank you.

Marsha & David Wiseltier





TOWN OF OYSTER BAY

CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER  
FEDERAL ID #  SOCIAL SECURITY #

106 34-8532

CLAIMANT'S NAME  
MARSHIA & DAVID WISELTER

CONTRACT #

ORDER #

CLAIMANT'S ADDRESS  
10 CEDAR LAWN, QUESADA

CONTRACT NAME  
HEAD NY 11545

TOWN DEPARTMENT

CLAIMANT INVOICE #  
Receipt # R-01000040906

FOLLOW INSTRUCTIONS ON REVERSE SIDE THEN RETURN CLAIM AND INVOICES TO DEPARTMENT RECEIVING MATERIALS OR SERVICES

DETAILED DESCRIPTION OF MATERIALS OR SERVICES

DATE	DESCRIPTION	UNIT PRICE	TOTAL
7/14/15	PAID FOR LINE TO GAS FURNACE, HOT WATER HEATER & GAS GRILL - DID NOT INSTALL LINE TO GAS GRILL, JUST FURNACE & HOT WATER HEATER		
Form prepared by Debbie Smyth - Building Division			
Please return the completed form to:			
Town of Oyster Bay			
Department of Planning and Development			
74 Audrey Avenue			
Oyster Bay, New York 11771			

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

HEREBY CERTIFY the above articles were sold and delivered and/or the above service rendered to the Town of Oyster Bay on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that no part thereof has been paid except as stated therein and that the balance there stated in the amount of no part thereof has been paid except as stated therein and that the balance there in stated in the amount of

TOTAL AMOUNT	
CASH DISCOUNT %	
NET AMOUNT	

actually due and owing, and that taxes from which the Town of Oyster Bay is exempt are excluded therefrom.

CLAIMANT FURTHER CERTIFIES that the unit prices charged herein are not higher than those charged to any governmental or commercial consumer for like deliveries.

Signature: Marshia Wiselter Title

Date: 5/2/16

Print or type name: MARSHIA S. WISELTER Name of Company

WE HEREBY APPROVE this claim form for the sum of \_\_\_\_\_ for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.

Signature: \_\_\_\_\_

Title: Commissioner

Date: \_\_\_\_\_

Department: Planning and Development

Account: PAD-B-0001-02555-000-0000

TOWN OF OYSTER BAY

4 ITEMS OF 4

PERMIT RECEIPT

OPERATOR: sgerber  
COPY # : 1

Sec:21 Twp:Oyster B Rng: Sub: Blk:S Lot:869  
SBL .....: 21-S-869

DATE ISSUED.....: 11/04/2015  
RECEIPT #.....: 01000409066  
REFERENCE ID # ....: 15110062

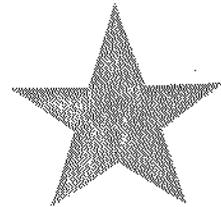
SITE ADDRESS .....: 10 N CEDAR LN  
SUBDIVISION .....:  
CITY .....: GLEN HEAD  
IMPACT AREA .....

OWNER .....: MARSHA & DAVID WISELTIER  
ADDRESS .....: 10 CEDAR LN NORTH  
CITY/STATE/ZIP ....: GLEN HEAD, NY 11545

RECEIVED FROM .....: RECEIPT INTERFACE  
CONTRACTOR .....: PLUMBING WORK ONLY LIC # PLUMBER  
COMPANY .....: PLUMBING WORK ONLY  
ADDRESS .....:  
CITY/STATE/ZIP .....:  
TELEPHONE .....

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BBQ		1.00	85.00	0.00	85.00	0.00
B-CA	FIXTURES	1.00	25.00	0.00	25.00	0.00
B-FURNACE		1.00	85.00	0.00	85.00	0.00
B-WTR HTR	FLAT RATE	1.00	85.00	0.00	85.00	0.00
TOTAL PERMIT :			280.00	0.00	280.00	0.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CASH	280.00	
TOTAL RECEIPT :	280.00	





**Certificate of Approval of Plumbing**  
 Town of Oyster Bay Department of Planning and Development  
 Division of Building, 74 Audrey Ave, Oyster Bay, NY 11771

No. 0413000

01/13/2016

<b>Property Owner Information</b>			
MARSHA & DAVID WISELTIER, 10 NORTH CEDAR LANE GLEN HEAD, NY 11545			
<b>Property Information:</b>	<b>School District</b>	<b>Section Block Lot(s)</b>	<b>Zone</b>
	North shore	21-S-869	RMF-6
<b>Located on</b>	<b>Side of</b>	<b>Feet</b>	<b>Of</b>
			<b>Post Office</b>
			GLEN HEAD
<b>Plumber/Contractor Info:</b>	DIMENSION II ASSOCIATES L.A.W.N.S		
<b>Address of Installation:</b>	10 NORTH CEDAR LANE GLEN HEAD, NY 11545		

<b>Appl. No.</b>	<b>Permit No.</b>	<b>Permit Date</b>	<b>Sewer No.</b>	<b>Sewer Date</b>	<b>Receipt No.</b>	<b>Insp</b>	<b>Date</b>
15110062	R15004538	11/04/2015			01000409066	MB	01/12/2016

**Work Completed**

R15004538-ONE (1) GAS FIRED FURNACE AND (1) GAS FIRED HWH IN BASEMENT.

This certifies that the above Plumbing and Drainage installed under the above Permit meets the requirements of the Plumbing code of the Town of Oyster Bay

<i>[Signature]</i>	initials
Commissioner, Department of Planning and Development	



# Building Permit

R15004538

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



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

School District	Section/Block/Lot	Zone	Application No.	ZBA Number	ZBA Date	Receipt No.
North shore	21-S-869	RMF-6	15110062			01000409066

Permittee	Contractor	PLUMBING WORK ONLY
Property Owner	Plumber	DIMENSION II ASSOCIATES LAWN 5 6 STEPAR PL HUNTINGTON STATION, NY 11746 631-421-5200
MARKSHR & DAVID WISELTHIER 10 CEDAR LN NORTH GLEN HEAD, NY 11545 (516) 801-3930	Electrician	

Address of Actual Construction	
10 N CEDAR LN GLEN HEAD, NY 11545	Tenant
Permission Granted for the	Estimated Cost of Construction \$0

INSTALL (1) GAS FIRED FURNACE AND (2) GAS FIRED RWH IN BASEMENT AND (1) GAS BBQ AS PER TOB CODE AND PLANS DATED 11/4/15.

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

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

Located On	Side Of	Feet	Of	Post Office
				GLEN HEAD

DESCRIPTION	FEE	PAID	BALANCE
CA	25.00	25.00	0.00
PLUMBING	255.00	255.00	0.00
*** FEE TOTALS ***	280.00	280.00	0.00

TOTAL PAID AFTER APPLICATION FEE APPLIED: \$280.00

Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspections.	Changes regardless of size from the stamped approval plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.
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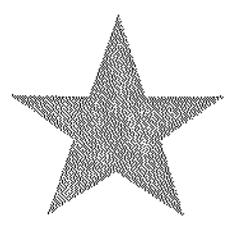
INSPECTIONS

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

<p style="text-align: center;"><b>BUILDING INSPECTIONS</b></p> <ul style="list-style-type: none"> <li>*Concrete inspections - Check with Building Division</li> <li>*Concrete foundations</li> <li>*Soil conditions - before footings and foundations are poured</li> <li>*Forms for footings, keyways and foundations including rebar</li> <li>*Waterproofing, membrane and insulating</li> <li>*Roof and eaves/rafts</li> <li>*Framing - eaves or clear before she-sheathing</li> <li>*Framing after mechanics and before insulating</li> <li>*Insulation inspection - before closing</li> <li>*Rough exterior</li> <li>*Final exterior</li> </ul>	<p style="text-align: center;"><b>PLUMBING INSPECTIONS</b></p> <ul style="list-style-type: none"> <li>*Underground plumbing - before backfilling.</li> <li>*Rough plumbing - before closed up and ready for test</li> <li>*Final inspection when all fixtures are set.</li> <li>*Sewer connection - spur tie-in.</li> <li>*Sanitary systems: (Excavation/Construction).</li> <li>*Installation or replacement of burners: (oil, gas, electric)</li> <li>*All Tanks - inground or above (Check with Building Division for required testing and in testing and inspections).</li> <li>*Pressure tests are required for any natural or propane gas installation, Alteration or replacement</li> <li>*Hydrostatic pressure testing must be witnessed by a plumbing inspector for all fire sprinkler systems.</li> </ul>
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**DRAINAGE, SITE WORK, & RETAINING WALLS:**  
 Contact Planning and Development site engineer.  
 ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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



Date Issued:	11/04/2015	Work Must Start By:
--------------	------------	---------------------

CO must be issued by 11/04/2016 or permit will expire unless renewed prior to expiration.

Permittee's copy of approved plans must be available at the site for all inspections

*Timothy R. Zile*  
 Deputy Commissioner, Department of Planning and Development

7/15  
Reviewed By  
Office of Town Attorney

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 William E. Allison, 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 310 Bay Drive, Massapequa, New York 11758, also known as Section 65, Block 215, Lots 78 & 82 on the Nassau County Land and Tax Map.

-#-

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

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

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

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: **WILLIAM E. ALLISON**, for a permit to erect, maintain, alter or improve a dock, pier, bulkhead, float or other mooring. **Specification:** 128 foot long by 4 foot fixed pier with twenty six (26) 10 inch diameter pilings; 25 foot long by 3 foot wide ramp; 20 foot long by 6 foot wide float retained in place with four (4) 10 inch diameter pilings; two 10 inch diameter mooring piles and an attached 16 foot wide by 15 foot long boat lift structure with four (4) 12 inch diameter pilings; and relocate existing 18.5 foot by 16.5 foot float. The subject property is located at 310 Bay Drive, Massapequa, New York 11758, also known as Section 65, Block 215, Lot 78 & 82 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 August 2, 2016. **TOWN BOARD OF THE TOWN OF OYSTER BAY, JOHN VENDITTO**, Town Supervisor, **JAMES ALTADONNA JR.**, Town Clerk.  
Dated: June 21, 2016, Oyster Bay, New York.

Reviewed By  
Office of Town Attorney

ey

14

316

**TOWN OF OYSTER BAY**

**INTER-DEPARTMENTAL MEMO**

DATE: MAY 25, 2016

TO: MEMORANDUM DOCKET

FROM: CAROL ANN STRAFFORD, DIRECTOR, LEG. AFFAIRS  
 THRU: LEONARD GENOVA, TOWN ATTORNEY

SUBJECT: APPLICATION OF WILLIAM E. ALLISON TO ERECT,  
 MAINTAIN, IMPROVE, AND/OR REPAIR A DOCK,  
 FLOAT, BULKHEAD OR OTHER MOORING,  
 310 BAY DRIVE, MASSAPEQUA, NY

FILE # D-4-2016 SEC. 65 BLK 215 LOTS 78 & 82

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.

LEONARD GENOVA  
TOWN ATTORNEY

*Carol Ann Strafford*  
 CAROL ANN STRAFFORD  
 DIRECTOR  
 LEGISLATIVE AFFAIRS

CAS:dr  
TA w/19

RECEIVED  
 LEGISLATIVE AFFAIRS  
 MAY 26 2016



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: **GLENN J. ADKINS**, for a permit to erect, maintain, alter or improve a dock, pier, bulkhead, float or other mooring. **Specification:** Installation of a 4-foot wide by 6-foot long platform; 32-inch wide by 16-foot long ramp; A 6-foot wide by 30-foot long floating platform and the relocation of an existing 12 foot wide by 14 foot long four (4) pile boat lift 8 foot seaward. The subject property is located at 139 Forest Avenue, Massapequa, New York 11758, also known as Section 65, Block 135, Lot 316 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 August 2 , 2016. **TOWN BOARD OF THE TOWN OF OYSTER BAY, JOHN VENDITTO**, Town Supervisor, **JAMES ALTADONNA JR.**, Town Clerk.  
Dated: June 21 , 2016, Oyster Bay, New York.

Reviewed By  
Office of Town Attorney

15

317

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DATE: MAY 25, 2016

TO: MEMORANDUM DOCKET

FROM: CAROL ANN STRAFFORD, DIRECTOR, LEG. AFFAIRS

THRU: LEONARD GENOVA, TOWN ATTORNEY

SUBJECT: APPLICATION OF GLENN J. ADKINS TO ERECT,  
 MAINTAIN, IMPROVE, AND/OR REPAIR A DOCK,  
 FLOAT, BULKHEAD OR OTHER MOORING,  
 139 FOREST AVENUE, MASSAPEQUA, NY

FILE # D-5-2016 SEC. 65 BLK 135 LOT 316

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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.

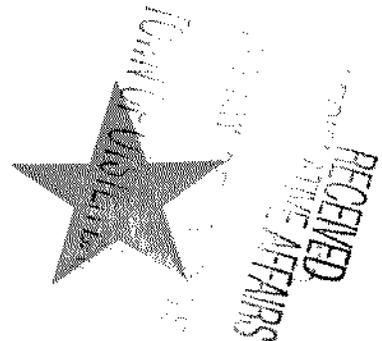
Town Board authorization is now requested directing the Town Clerk to advertise a "Notice of Application."

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.

LEONARD GENOVA  
TOWN ATTORNEY

*Carol Ann Strafford*  
 CAROL ANN STRAFFORD  
 DIRECTOR  
 LEGISLATIVE AFFAIRS

CAS:dr  
TA w/19



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated June 9, 2015, authorized the Highway Department to clean up the premises located at 167 North Queens Avenue, North Massapequa, New York 11758, also known as Section 48, Block 66, Lots 311 and 313 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 25, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 16, 2015, in the amount of \$1,656.88, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 25, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,656.88 may be assessed by the Legislature of the County of Nassau against the parcel known as 167 North Queens Avenue, North Massapequa, New York 11758, also known as Section 48, Block 66, Lots 311 and 313 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 Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)

746  
Reviewed By  
Office of Town Attorney  
*[Signature]*

21

318

# Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 25, 2016

SUBJECT: Property Cleanup Assessment  
167 North Queens Avenue, North Massapequa, New York 11758  
Section 48, Block 66, Lots 311 and 313

The Department of Planning and Development, by memorandum dated June 9, 2015, directed the Highway Department to clean the premises located at 167 North Queens Avenue, North Massapequa, New York 11758, also known as Section 48, Block 66, Lots 311 and 313 on the Land and Tax Map of the County of Nassau. (See copy of deed attached). The Highway Department has, by memorandum dated June 24, 2015, advised that the property was cleaned by a crew from the Highway Department on June 16, 2015. The cost incurred by the Town of Oyster Bay was \$1,656.88.

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

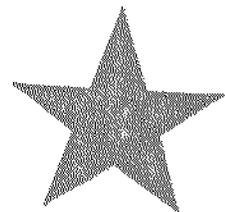
Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
Town Attorney (19 copies)



██████████  
██████████  
██████████

NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 06-18-2003  
Recorded Time: 10:38:17 a

Record and Return To:  
DAVID BORG  
167 NORTH QUEENS AVE  
N MASSAPEQUA, NY 11758

Liber Book: D 11629  
Pages From: 714  
To: 717

Control  
Number: 621  
Ref #: RE 025085  
Doc Type: H01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0048	00066-00	00311	
OYSTER BAY (2824)	0048	00066-00	00313	

Consideration Amount: 354,000.00

GCB001

Taxes Total	1,416.00
Recording Totals	77.00
Total Payment	1,493.00

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



2003061800621





SCHEDULE A  
DESCRIPTION OF MORTGAGED PREMISES

Title No.: 83389-12-1

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Massapequa, in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lots No. 311, 312, 313 and the adjoining part of Lot No. 314, on a certain map entitled, "Amended Map of Massapequa, Centre, Jerusalem Avenue, Section 2, situated at Massapequa, N.Y., surveyed September 1927 by Baldwin and Cornelius, Co., Civil Engineers, Freeport, N.Y., McGoldrick Realty Co., Inc. Developers", and filed in the Office of the clerk of the County of Nassau on January 16, 1928 as Old Map No. 639, New Map No. 751, which said lots and part of said lot when taken together are more particularly bounded and described as follows:

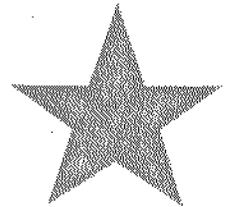
BEGINNING at a point on the northerly side of Queens Avenue, distant 150 feet westerly from the corner formed by the intersection of the said northerly side of Queens Avenue with the westerly side of Summit Drive:

RUNNING THENCE North 79 degrees 51 minutes West along the northerly side of Queens Avenue, 70 feet;

RUNNING THENCE North 10 degrees 09 minutes East, 100 feet;

RUNNING THENCE South 79 degrees 51 minutes East, 70 feet;

RUNNING THENCE South 10 degrees 09 minutes West, 100 feet to the northerly side of Queens Avenue, at the point or place of BEGINNING.



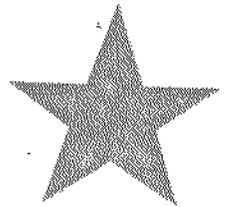
the County of Nassau, State of New York, and described in said mortgage as follows:  
All that certain unit of real property, with the buildings and improvements thereon erected, situate,  
lying and being in the County of Nassau, State of New York, and more particularly described on  
Schedule A attached hereto and made part hereof.

The Clerk of Nassau County is hereby requested to index this notice against the name(s) of DAVID  
BORG A/K/A DAVID J. BORG.

Dated: September 4, 2013  
Melville, New York

KOZENY, MCCUBBIN & KATZ, LLP.

  
By: Scott Reel, Esq.  
Attorneys for Plaintiff  
395 N. Service Road, Suite 401,  
Melville, NY 11747  
(631) 454-8059



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

----- X INDEX NO. 13/C/11067  
WELLS FARGO BANK, NATIONAL ASSOCIATION,

Plaintiff,

- against -

DAVID BORG A/K/A DAVID J. BORG, THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, NYS DEPARTMENT OF TAXATION AND FINANCE and "JOHN DOE" and "JANE DOE", the last two names being fictitious, said parties intended being tenants or occupants, if any, having or claiming an interest in, or lien upon the premises described in the complaint,

Defendant(s).  
----- X

NOTICE OF PENDENCY  
OF ACTION

Property Address:  
167 North Queens Ave,  
Massapequa, NY 11758  
Section: 48  
Block: 66  
Lot: 311 & 313

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in this court upon a complaint of the above-named plaintiff against the above-named defendants for the foreclosure of a mortgage in the sum of \$277,095.00 dated May 12, 2003, executed by defendant(s) DAVID BORG A/K/A DAVID J. BORG, to WELLS FARGO HOME MORTGAGE, INC. recorded on June 18, 2003 in Mortgage Liber 24311, Page 1, in the Office of the Clerk of the County of Nassau. WELLS FARGO BANK, NA is successor by merger to WELLS FARGO HOME MORTGAGE, INC. On June 3, 2008, for valuable consideration DAVID BORG A/K/A DAVID J. BORG, duly executed, acknowledged and delivered his loan modification agreement dated February 13, 2008, whereby said defendant bound himself in the new principal amount of \$290,131.70 with interest thereon, which was recorded August 11, 2008 in the Office of the Clerk in the County of Nassau in Liber 33182 at Page 265 (the "LOAN MODIFICATION").

NOTICE IS FURTHER GIVEN, that the premises affected by the said foreclosure action were, at the time of the commencement of said action, and at the time of filing of this notice, situate in the County of Nassau, State of New York, Section 48, Block 66, Lot 311 & 313, on the land and tax map of



Manaquequa



NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 09-10-2013  
Recorded Time: 1:38:19 p

Record and Return To:

Liber Book: L 1890  
Pages From: 69  
To: 73

Control  
Number: 1349  
Ref #: 13--011067  
Doc Type: X10 LIS PENDENS

Plnt: WELLS FARGO BANK NATIONAL ASSN  
Dfnd: BORG, DAVID  
Dfnd: BORG, DAVID J

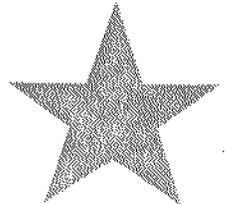
Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0048		00066-00	00311
OYSTER BAY (2824)	0048		00066-00	00313

	Taxes Total	.00
	Recording Totals	194.50
CAG001	Total Payment	194.50

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



2013091001349



W.C.B. Rev. 1979 (unpublished)

Standard N.Y.S.T.D. Form 8000 - Mortgage and Sale Deed, with Covenant against Grantor's Assigns (Single Deed)  
CONFERM YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

HO 1  
y  
A

THIS INDENTURE, made the 12th day of May, in the year Two Thousand Three  
BETWEEN JOSEPH BORG and ANDREANA BORG, his wife, residing at  
167 North Queens Avenue, N. Massapequa, NY

party of the first part, and J.  
DAVID BORG, residing at 167 North Queens  
Avenue, N. Massapequa, NY

A.D.

party of the second part.  
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration  
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs  
or successors and assigns of the party of the second part forever,  
ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the

48  
66  
311,3B

SEE SCHEDULE A ANNEXED HERETO AND MADE A PART OF

SAID PREMISES known as 167 North Queens Avenue, N. Massapequa, NY  
BEING THE SAME premises described in the deed to the party of  
the first part herein, by deed dated June 5, 1974, recorded  
June 17, 1974, in Liber 8683, Page 322

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 consid-  
eration 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:  
*Richard A. [Signature]*

*Joseph Borg*  
Joseph Borg  
*Andreana Borg*  
Andreana Borg



STATE OF NEW YORK )  
COUNTY OF NASSAU )

STATE OF NEW YORK )  
COUNTY OF )

On the 12 day of MAY in the year 2003 before me, the undersigned, personally appeared JOSEPHINE ANDREONIA BORG 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 upon behalf of which the individual(s) acted, executed the instrument.

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 upon behalf of which the individual(s) acted, executed the instrument.

JACQUELINE LACOCHE  
Notary Public, State of New York  
No. 4861280  
Qualified in Nassau County  
Commission Expires December 22, 18  
2008

*Josephine Andronia Borg*  
Signature and Office of  
Individual taking acknowledgment

Signature and Office of  
Individual taking acknowledgment

\* For acknowledgments taken in New York State.

RECEIVED IN  
THE CONDITION

\*\* State, District of Columbia, Territory, Possession, or Foreign Country

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), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such 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).

Signature and Office of  
Individual taking acknowledgment

\*\* For acknowledgments taken outside of New York State.

Margain and Sault Beach  
WITH COVENANT AGAINST GUARANTY ACTS  
TITLE NO. REN-03-29223

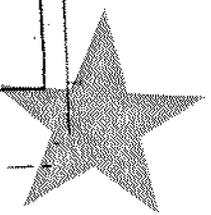
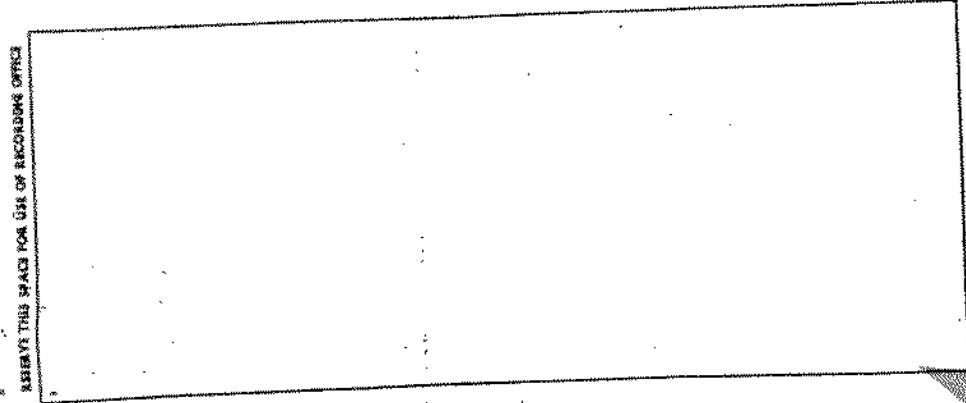
SECTION 48  
BLOCK 66  
LOT 311, 313  
COUNTY OR TOWN NASSAU

TO

Recorded At Request of  
First American Title Insurance Company of New York  
RETURN BY MAIL YES



David Borg  
167 North Queens Avenue  
N. Massapequa, NY 11758  
Zip No.



**SCHEDULE A CONTINUATION**

File Number: **REN-03-29223**  
**3503-0251-10442**

**SECTION 48 BLOCK 66 LOT 311, 313 ON THE TAX MAP OF NASSAU COUNTY**

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Massapequa, in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lots No. 311, 312, 313 and the adjoining part of Lot No. 314, on a certain map entitled, "Amended Map of Massapequa, Centre, Jerusalem Avenue, Section 2, situated at Massapequa, N.Y., surveyed September 1927 by Baldwin and Cornelius, Co., Civil Engineers, Freeport, N.Y., McGoldrick Realty Co., Inc. Developers", and filed in the Office of the Clerk of the County of Nassau on January 16, 1928 as Old Map No. 639, New Map No. 751, which said lots and part of said lot when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Queens Avenue, distant 150 feet westerly from the corner formed by the intersection of the said northerly side of Queens Avenue with the westerly side of Summit Drive;

RUNNING THENCE North 79 degrees 51 minutes West along the northerly side of Queens Avenue, 70 feet;

RUNNING THENCE North 10 degrees 09 minutes East, 100 feet;

RUNNING THENCE South 79 degrees 51 minutes East, 70 feet;

RUNNING THENCE South 10 degrees 09 minutes West, 100 feet to the northerly side of Queens Avenue, at the point or place of BEGINNING.



( V Have  
Deed  
2016-5266

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**  
June 9, 2015

**To: KEVIN HANIFAN, COMMISSIONER HIGHWAY**

**From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT**

**Through: FREDERICK P. IPPOLITO, COMMISSIONER  
PLANNING AND DEVELOPMENT**

**Subject: 167 Queens Avenue, Massapequa, NY 11758  
SBL: 48-66-311 and 313**

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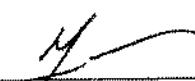
Notice of Violation (No.14816) was issued to the owner of the above-referenced premises 05/27/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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.

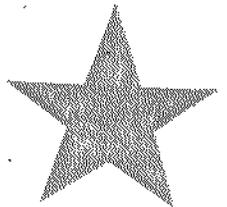
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

FREDERICK P. IPPOLITO  
COMMISSIONER

BY:

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js  
cc: Leonard Genova, Town Attorney



Town of Oyster Bay  
Inter- Departmental Memo

TOWN ATTORNEY OFFICE  
TOWN OF OYSTER BAY  
RECEIVED

2015 JUL -9 A 9 16  
June 24, 2015

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

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

FROM: KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

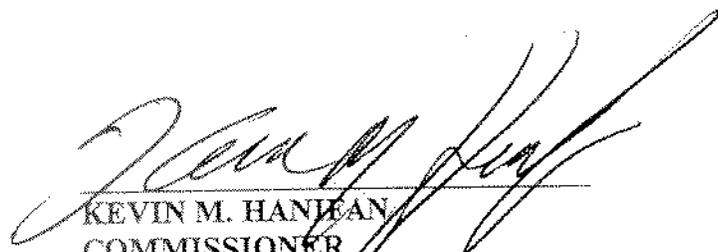
SUBJECT: 167 North Queens Avenue, Massapequa  
Clean-Up

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,656.88.

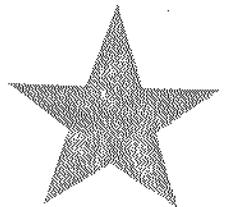
If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

  
KEVIN M. HANIFAN  
COMMISSIONER  
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

Clean-up 167 North Queens Avenue, Massapequa to P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

LOCATION: BUILDING MAINTENANCE 167 No Queens Ave, Mass DATE: 06/18/15

LABOR COSTS

EMPLOYEE'S NAME		REGULAR WORK HOURS	OVERTIME	HOURLY SALARY	TOTAL
Antonucci, Anthony	Equip Oper II	2.50		38.24	\$ 95.60
Chandler, Donald	Equip Oper II	2.50		41.00	\$ 102.50
Lang, Martin	Equip Supv	2.50		45.74	\$ 114.35
McGeever, Michael	Equip Oper II	2.50		26.10	\$ 65.25
Schlosser, Mark	Equip Oper II	2.50		38.87	\$ 96.68
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
<b>Subtotal A</b>					\$ 474.38

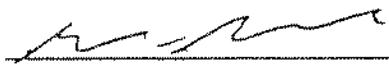
EQUIPMENT

Type of Vehicle	TOB Number	Computer Number	Rate Per Hour	Hours Used	TOTAL
Power Wagon	T205	TD682	105.00	2.50	\$ 262.50
Pickup	022	TD667	79.00	2.50	\$ 197.50
Pickup	027	PU413	79.00	2.50	\$ 197.50
Power Wagon	T275	TD635	105.00	2.50	\$ 262.50
Trailer		TR160	105.00	2.50	\$ 262.50
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
<b>Subtotal B</b>					\$ 1,182.50

MATERIALS

Materials Used (Sand, Etc.)	Cost Per Unit	Number of Units	TOTAL
TIPPING FEE	\$ 75.00		\$ 0.00
WHITE PAINT (GALLONS)	\$ 11.30		\$ 0.00
MAINTENANCE AND PROTECTION OF OF TRAFFIC			\$
<b>Subtotal C</b>			\$ 0.00
<b>Total of A+B+C</b>			\$ 1,656.88

DESCRIPTION OF WORK:  
 Removed litter and debris; cut lawn, weeds, grass, brush & vegetation using 3 lawn mowers, 2 weedwackers, 2 backpack blowers and 1 chainsaw. Two truckloads of debris removed and dumped.

Signature:   
 Name: Giacomo Grandine  
 Title: Highway Construction Supervisor  
 Date: 06/18/15



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated July 8, 2015, authorized the Highway Department to clean up the premises located at 165 Willfred Boulevard, Hicksville, New York 11801, also known as Section 12, Block 147, Lot 45 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 25, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 10, 2015, in the amount of \$329.36, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 25, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$329.36 may be assessed by the Legislature of the County of Nassau against the parcel known as 165 Willfred Boulevard, Hicksville, New York 11801, also known as Section 12, Block 147, Lot 45 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

7/6/15  
Reviewed By  
Office of Town Attorney  
*Donna B. Swanson*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

# Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 25, 2016

SUBJECT: Property Cleanup Assessment  
165 Willfred Boulevard, Hicksville, New York 11801  
Section 12, Block 147, Lot 45

The Department of Planning and Development, by memorandum dated July 8, 2015, directed the Highway Department to clean the premises located at 165 Willfred Boulevard, Hicksville, New York 11801 also known as Section 12, Block 147, Lot 45 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated September 8, 2015, advised that the property was cleaned by a crew from the Highway Department on July 10, 2015. The cost incurred by the Town of Oyster Bay was \$329.36.

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.

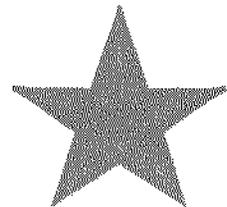
Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachment  
Town Attorney (19 copies)



Hand Reed

2016-5252

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo** 2015 JUL -0 A 11:22  
**July 8, 2015**

**To: KEVIN HANIFAN, COMMISSIONER HIGHWAY**  
**From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT**  
**Through: FREDERICK P. IPPOLITO, COMMISSIONER PLANNING AND DEVELOPMENT**  
**Subject: 165 Wilfred Blvd. Hicksville, NY 11801**  
**SBL: 12-147-45**

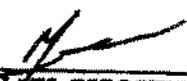
ME {  
Notice of Violation (No. <sup>14644</sup>~~14638~~) was issued to the owner of the above-referenced premises 07/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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.

FREDERICK P. IPPOLITO  
COMMISSIONER

BY:

  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js  
cc: Leonard Genova, Town Attorney



165 Willfred Blvd

NY CLERK

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

THIS INDENTURE, made the 5<sup>th</sup> day of December 2013

BETWEEN

Carol-Ann Lund a/k/a Carol-Ann Ryan, residing at 165 Willfred Blvd, Hicksville, New York 11801, as sole surviving distributee and heir-at-law of Jacob Hirsch, who was predeceased by his wife, Mildred Hirsch, and died a resident of Nassau County, State of New York, on the 12<sup>th</sup> day of May 2007, as to a two-thirds interest

party of the first part, and

DISTRICT

Carol-Ann Ryan, residing at 165 Willfred, Blvd, Hicksville, New York 11801, as to a two-thirds interest

SECTION 12

party of the second part,

BLOCK 147

WITNESSETH, that the party of the first part, in consideration of TEN dollars and other good and 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,

LOT 45

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

See Attached Description

Said premises known as 165 Willfred Blvd, Hicksville, NY

Being and intended to be the same premises as conveyed to the party of the decedent by deed, dated 01/21/1986, recorded 02/18/1986 in Liber 9704 in page 371 in the Office of the City Register of New York, Nassau County, Clerk's office.

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.

*Carol Ann Lund  
AKA Carol Ann Ryan*

Carol-Ann Lund a/k/a Carol-Ann Ryan, as Heir-at-Law





NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 01-29-2014  
Recorded Time: 3:16:57 p

Record and Return To:  
CHRISTOPHER PETILLO ESQ  
FELDMAN KRAMER & MONACO PC  
330 VANDERBILT MOTOR PKWY  
HAUPPAUGE, NY 11788

Liber Book: D 13041  
Pages From: 110  
To: 113

Control  
Number: 1899  
Ref #: RE 012368  
Doc Type: D01 DEED

Location: OYSTER BAY (2824)      Section Block      Lot      Unit  
0012      00147-00      00045

	Taxes Total	.00
	Recording Totals	340.00
AAR001	Total Payment	340.00

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



2014012901899



12-147-43  
✓  
db<sup>c</sup>

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

September 8, 2015

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

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

**FROM:** KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

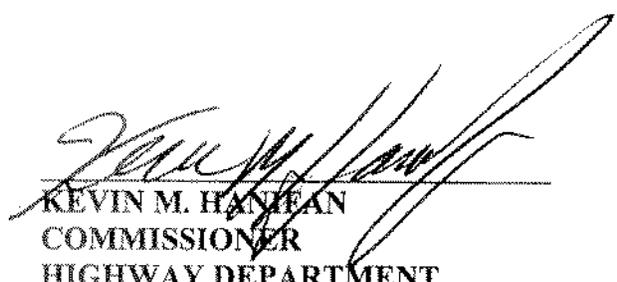
**SUBJECT:** 165 WILLFRED BLVD, HICKSVILLE  
CLEAN-UP

---

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 \$329.36.

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

TOWN ATTORNEY OFFICE  
677-5769  
2015 JAN - 8 - 9 3:13  


CLEAN-UP 165 WILLFRED BLVD, HICKSVILLE to P & D

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

LOCATION: BUILDING MAINTENANCE 165 Wilfred Blvd, Hicksville DATE: 07/10/15 WO #15717

LABOR COSTS

Table with columns: EMPLOYEE'S NAME, REGULAR WORK HOURS, OVERTIME, HOURLY SALARY, TOTAL. Includes entries for Crimmins, Kerry; Kraemer, Tom; Labozetta, Joseph; Maiorana, Michael; Santangelo, Joseph. Subtotal A: \$ 106.36

EQUIPMENT

Table with columns: Type of Vehicle, TOB Number, Computer Number, Rate Per Hour, Hours Used, TOTAL. Includes entries for 6 Wheeler, Pickup, Power Wagon, 6 Wheeler. Subtotal B: \$ 223.00

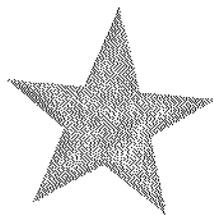
MATERIALS

Table with columns: Materials Used (Sand, Etc.), Cost Per Unit, Number of Units, TOTAL. Includes entries for TIPPING FEE, WHITE PAINT (GALLONS), MAINTENANCE AND PROTECTION OF OF TRAFFIC. Subtotal C: \$ 0.00. Total of A+B+C: \$ 329.36

DESCRIPTION OF WORK:

Removed litter and debris; cut lawn, weeds, grass, brush & vegetation using 2 lawn mowers, 2 weedwackers and 1 backpack blowers. Debris removed and dumped.

Signature: [Handwritten Signature] Name: Douglas Robalino Title: Storeyard Supervisor Date: 07/21/15



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated October 8, 2015, authorized the Highway Department to clean up the premises located at 226 North Oak Street, North Massapequa, New York 11758, also known as Section 52, Block 109, Lots 17, 18, 19 and 74 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 25, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 14, 2015, in the amount of \$351.30, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 25, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$351.30 may be assessed by the Legislature of the County of Nassau against the parcel known as 226 North Oak Street, North Massapequa, New York 11758, also known as Section 52, Block 109, Lots 17, 18, 19 and 74 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

23

320

# Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 25, 2016

SUBJECT: Property Cleanup Assessment  
226 North Oak Street, North Massapequa, New York 11758  
Section 52, Block 109, Lots 17, 18, 19, and 74

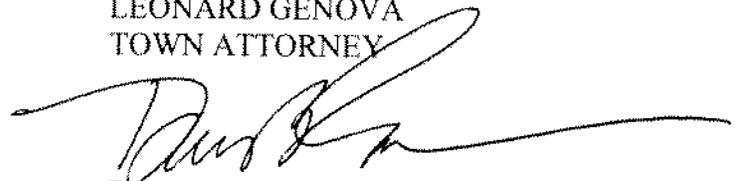
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The Department of Planning and Development, by memorandum dated October 8, 2015, directed the Highway Department to clean the premises located at 226 North Oak Street, North Massapequa, New York 11758 also known as Section 52, Block 109, Lots 17, 18, 19 and 74 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated November 16, 2015, advised that the property was cleaned by a crew from the Highway Department on October 14, 2015. The cost incurred by the Town of Oyster Bay was \$351.30.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
Town Attorney (19 copies)

S:\Atty\DBS\Cleanups MD&Reso\MD 226 N Oak St 5 25 16.doc



V Have Read  
2016-5248

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
October 8, 2015**

**To: KEVIN HANIFAN, COMMISSIONER HIGHWAY**  
**From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT**  
**Through: FREDERICK P. IPPOLITO, COMMISSIONER  
PLANNING AND DEVELOPMENT**  
**Subject: 226 N. Oak Street Massapequa, NY 11758  
SBL: 52-109-17**

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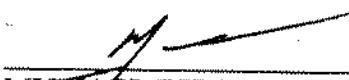
Notice of Violation (No.15186) was issued to the owner of the above-referenced premises 09/29/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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.

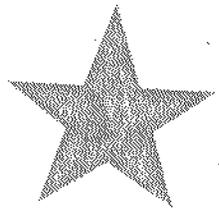
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

FREDERICK P. IPPOLITO  
COMMISSIONER

BY:

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js  
cc: Leonard Genova, Town Attorney



226 N. Oak St

NASSAU COUNTY CLERKS OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 10-01-2001  
Recorded Time: 3:01:50 p

Record and Return To:  
RAND P SCHWARTZ  
1000 PARK BLVD  
MASSAPEQUA PARK, NY 11762

Liber Book: D 11386  
Pages From: 341  
To: 344

Control  
Number: 1608  
Ref #: RE 005570  
Doc Type: D01 Deed

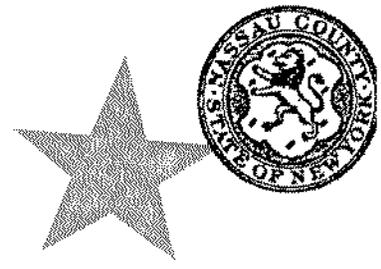
Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0052	00109-00	00017	
OYSTER BAY (2824)	0052	00109-00	00018	
OYSTER BAY (2824)	0052	00109-00	00019	
OYSTER BAY (2824)	0052	00109-00	00074	

	Taxes Total	.00
	Recording Totals	62.00
TMS001	Total Payment	62.00

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



2001100101608



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

THIS INDENTURE, made the 10 day of September, 2001 and BETWEEN

CHRISTOPHER KALTSAS, residing at 226 N. Oak Street, N. Massapequa, NY 11758

as executor of BETTY KALTSAS A/K/A BESSIE KALTSAS the last will and testament of who died on the 11th day of April, 2001 and party of the first part, and

CHRISTOPHER KALTSAS, residing at 226 N. Oak Street, N. Massapequa, NY 11758

Sec. 52

Blk. 109

Lot 17-19, 74

party of the second part.

WITNESSETH, that whereas letters testamentary were issued to the party of the first part by the Surrogate's Court, NASSAU County, New York, on July 13, 2001 and by virtue of the power and authority given in and by said last will and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of

-0-

dollars,

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

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

See attached description.

NO CONSIDERATION

BEING AND INTENDED to be the same premises as conveyed to NICHOLAS KALTSAS and BETTY KALTSAS by deed dated November 7, 1975, recorded November 12, 1975 in Liber 8865 Page 184. NICHOLAS KALTSAS died June 12, 1987. BETTY KALTSAS DIED April 11, 2001. This conveyance is pursuant to the Last Will and Testament of BETTY KALTSAS, dated February 27, 1989.

Said premises more commonly known as 226 N. Oak Street, N. Massapequa, NY 11758.

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 also all 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 distributees 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.

Subject to the trust fund provisions of section thirteen of the Lien Law.

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]*

*[Signature]*

CHRISTOPHER KALTSAS, as Executor of the Estate of BETTY KALTSAS



dbs

Town of Oyster Bay  
Inter- Departmental Memo

November 16, 2015

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

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

FROM: KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

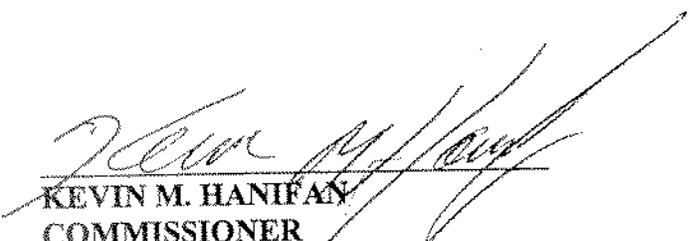
SUBJECT: 226 N. OAK STREET, MASSAPEQUA  
CLEAN-UP

---

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 \$351.30.

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

TOWN ATTORNEY & CLERK  
TOWN OF OYSTER BAY

2015 JAN - 8 12 3:13



Clean up 226 N. OAK STREET, MASSAPEQUA to P & D



# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (S2-109-17) 226 NO OAK ST MASSAPEQUA 11758

Date 10/14/15

Work Order # 19159

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL MARTIN	General Maintenance	01:00	\$24.04	00:00	\$0.00	\$24.04
JOSE NUNEZ	General Maintenance	01:00	\$37.86	00:00	\$0.00	\$37.86
MARK SCHLOSSER	General Maintenance	01:00	\$40.53	00:00	\$0.00	\$40.53
DERRICK SCOTT	General Maintenance	01:00	\$38.87	00:00	\$0.00	\$38.87
Total Labor						\$141.30

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:00	\$105.00
TD728	POWER WAGON 2015 T-245	\$105.00	01:00	\$105.00
Total Equipment				\$210.00

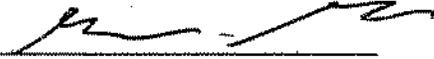
### Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

**Grand Total \$351.30**

### Description of Work:

226 N. OAK STREET MASSAPEQUA TO DOUG

Signature: 

Name: GIACOMO GRANDINE

Title: HIGHWAY CONSTRUCTION SUPERVISOR

Date: 11/12/15



WHEREAS, James Altadonna Jr., Town Clerk, by memorandum dated May 27, 2016, requests that the Town Board authorize a refund in the amount of \$20.00 to Ms. Happy Sharma, 171 Miller Road, Hicksville, New York 11801, due to a duplicate parking permit having been issued to her in error,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town Clerk is hereby authorized to refund the amount of \$20.00, to Ms. Happy Sharma and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. HWY ST 0001 01721 000 0000.

-#-

Reviewed By  
Office of Town Attorney

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Town Clerk

24

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TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

MAY 27, 2016

TO: MEMORANDUM DOCKET  
FROM: JAMES ALTADONNA JR., TOWN CLERK  
SUBJECT: REFUND OF PARKING PERMIT FEE

Town Board authorization is requested to refund \$20.00 to Ms. Happy Sharma, 171 Miller Road, Hicksville, New York for a duplicate parking permit that was issued to her in error.

Ms. Sharma paid for and was mistakenly issued two permits for the same vehicle. She has returned the second permit to us unused and we are requesting that she be refunded the \$20.00 that she paid in error, to be taken from Account No. HWY ST 0001 01721 000 0000.



JAMES ALTADONNA JR.  
TOWN CLERK

JA:lat  
cc: Town Attorney with 19 copies  
Attachments



4-13-16

To : James Altadonna Jr. Town Clerk

Subject : Request to refund my parking permit fee. (Accidentally charged twice for same permit)

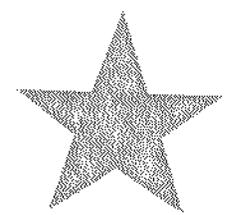
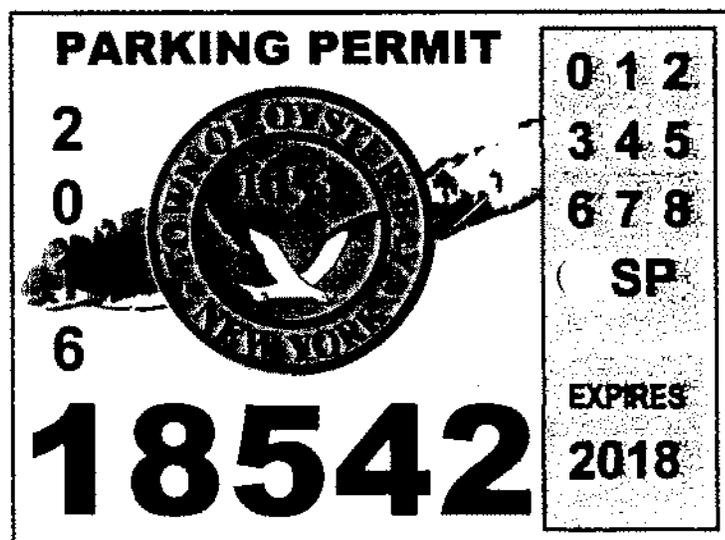
Hello my name is Happy Sharma and I am resident of 171 Miller road, Hicksville, NY 11801. I am writing this letter to request a refund of \$20.00 from Town of oyster bay. Accidentally I paid fee of \$20.00 two times. I am sending you the photocopies of both the cheques along with one of the two same parking permits. I talked to someone in the clerk office about the procedure to obtain my refund. That's the reason why I am making my request in writing. I hope you give this letter a consideration and issue my refund as soon as possible.

Your sincerely,  
Happy Sharma.

Attachments:

Photo copies of both the cheques.

Original one parking permit.



CHANGES ONLY

NAME HAPPY SHARMA

STREET 171 MILLER ROAD

CITY HICKSVILLE STATE NY ZIP 11801

NYS LICENSE PLATE/YEAR EGH4519/2006

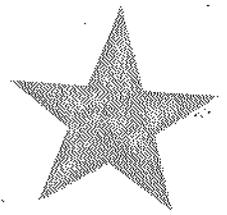
MAKE HONDA BODY TYPE/COLOR SB/GR

FEE 20.00 PERMIT TYPE R

PHONE NUMBER [REDACTED]

*SUBN*

PLEASE SIGN BOTTOM OF NEXT PAGE WHERE INDICA



I HEREBY CERTIFY THAT I RESIDE AT THE ADDRESS SET FORTH, THAT I AM THE OWNER OF THE MOTOR VEHICLE HEREINAFTER DESCRIBED, AND THAT I MAKE APPLICATION FOR A PERMIT TO PARK SUCH MOTOR VEHICLE WHEN SPACE IS AVAILABLE IN PERMITTED PARKING AREAS DESCRIBED IN TOWN ORDINANCE MOTOR VEHICLES AND TRAFFIC, CHAPTER 233 OR RULES AND REGULATIONS PURSUANT THERETO.

I AGREE THAT THE TOWN OF OYSTER BAY SHALL NOT BE LIABLE FOR ANY LOSS OF, OR DAMAGE TO, THE DESCRIBED MOTOR VEHICLE OR ITS EQUIPMENT, OCCURRING WHILE SUCH MOTOR VEHICLE IS PARKED IN ANY PERMITTED PARKING AREA OF THE TOWN.



SIGNATURE OF APPLICANT

FOR OFFICE USE ONLY

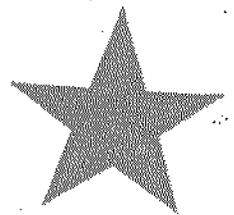
PERMIT NO. 18542

DATE ISSUED 4/13/20

233  
 CHECK     REG. SUBM

CASH     UTILITY SU

ISSUED BY [Signature]



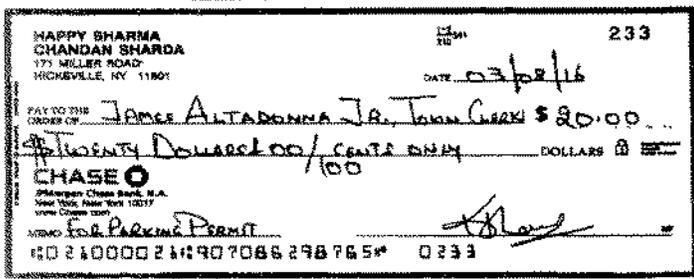
Chase Online

CHASE COLLEGE (...8765)

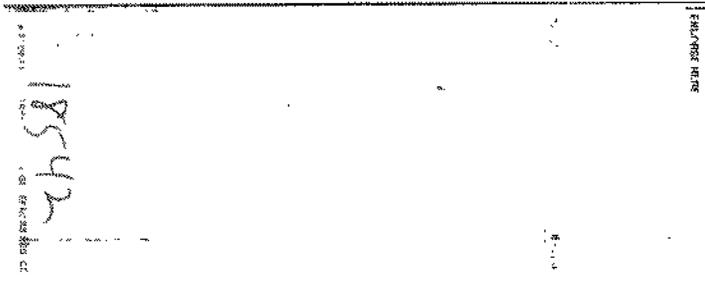
Check Number: 233

Post Date: 04/14/2016

Amount of Check: \$20.00

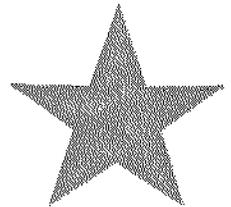


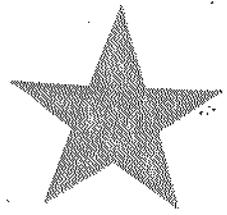
Need help printing or saving this check?



Need help printing or saving this check?

© 2016 JPMorgan Chase & Co.





CHANGES ONLY

NAME HAPPY SHARMA  
STREET 171 MILLER ROAD  
CITY HICKSVILLE STATE NY ZIP 11801  
NYS LICENSE PLATE/YEAR EGH4519/2006  
MAKE HONDA BODY TYPE/COLOR SB/GR  
FEE 20.00 PERMIT TYPE R  
PHONE NUMBER (516) 342-9700

PLEASE SIGN BOTTOM OF NEXT PAGE WHERE INDICATED

I HEREBY CERTIFY THAT I RESIDE AT THE ADDRESS SET FORTH, THAT I AM THE OWNER OF THE MOTOR VEHICLE HEREINAFTER DESCRIBED, AND THAT I MAKE APPLICATION FOR A PERMIT TO PARK SUCH MOTOR VEHICLE WHEN SPACE IS AVAILABLE IN PERMITTED PARKING AREAS DESCRIBED IN TOWN ORDINANCE MOTOR VEHICLES AND TRAFFIC, CHAPTER 233 OR RULES AND REGULATIONS PURSUANT THERETO.

I AGREE THAT THE TOWN OF OYSTER BAY SHALL NOT BE LIABLE FOR ANY LOSS OF, OR DAMAGE TO, THE DESCRIBED MOTOR VEHICLE OR ITS EQUIPMENT, OCCURRING WHILE SUCH MOTOR VEHICLE IS PARKED IN ANY PERMITTED PARKING AREA OF THE TOWN.

▲  
SIGNATURE OF APPLICANT

FOR OFFICE USE ONLY

PERMIT NO.

18615

DATE ISSUED

4/13/16

CHECK

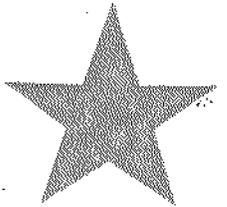
REG. SUBMITTED

CASH

UTILITY SUBMITTED

ISSUED BY

CM



Check Number: 236

Post Date: 04/13/2016

Amount of Check: \$20.00

HAPPY SHARMA CHANDAN SHARDA 171 MILLER ROAD ROCKYVILLE, NY 11891		236 DATE 04/13/16
PAID TO THE ORDER OF <u>Town of Onier Bay</u>		\$ <u>20.00</u>
<u>Twenty dollar &amp; 00/100</u>		DOLLARS @
CHASE JPMorgan Chase Bank, N.A. New York, New York 10017 www.chase.com		
MEMO <u>Parking Permit - 2016-18</u>		<u>H. Sharma</u>
⑆0210000214907086298765⑆ 0236		

Need help printing or saving this check?

Capital One, N.A. Richmond VA 065000090 46390GFX4480320160413000072880738 Capital One, N.A. Richmond VA 065000090 46390GFX4480320160413000072880738		MICR LINE ⑆065000090⑆ CAPITAL ONE, NA 0046513228 04132016 RICHMOND, VA 078 22 Deposit 6824008764
--	--	---

Need help printing or saving this check?



WHEREAS, James Altadonna Jr., Town Clerk, by memorandum dated May 27, 2016, requests that the Town Board authorize a refund in the amount of \$20.00 to Ms. Ann Tyrie, 2 Shubert Lane, Bethpage, New York 11714, due to a parking permit having been mistakenly issued for a vehicle she no longer owns,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town Clerk is hereby authorized to refund the amount of \$20.00, to Ms. Ann Tyrie and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. HWY ST 0001 01721 000 0000.

-#-

Reviewed By  
Office of Town Attorney

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Town Clerk

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

MAY 27, 2016

TO: MEMORANDUM DOCKET  
FROM: JAMES ALTADONNA JR., TOWN CLERK  
SUBJECT: REFUND OF PARKING PERMIT FEE

Town Board authorization is requested to refund \$20.00 to Ms. Ann Tyrie, 2 Shubert Lane, Bethpage, New York for a parking permit that was issued to her and is no longer needed.

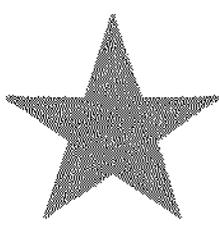
Ms. Tyrie was mistakenly issued a permit for a vehicle she no longer owns. She also paid for and was issued a permit for her current vehicle.

Ms. Tyrie has returned the unneeded permit to us, and we are now requesting that she be given a refund of the \$20.00 she paid for it, to be taken from Account No. HWY ST 0001 01721 000 0000.



JAMES ALTADONNA JR.  
TOWN CLERK

JA:lat  
cc: Town Attorney with 19 copies  
Attachments



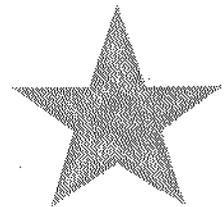
RECEIVED  
TOWN OF OYSTER BAY  
MAY 27 2016  
TOWN OF OYSTER BAY  
TOWN CLERK'S OFFICE

TO WHOM IT MAY CONCERN:

5/17/16

I MICHAEL TYRIE PURCHASE A PARKING PERMIT ON 3/8/16 FOR MY CHEVY 2004 (28542)  
THEN PURCHASED A NEW CAR AND PAID ANOTHER 20.00 ON 5/4/16 I COULDN'T FIND THE PARKING  
PERMIT ( 032091) NOW I FOUND THE OLD ONE 28542, AND REQUESTING MY 20.00 DOLLARS BACK

THANK YOU

A handwritten signature in black ink, appearing to read "M Tyrie". The signature is written in a cursive style with a large, sweeping initial "M".

**PARKING PERMIT**

2 0 6



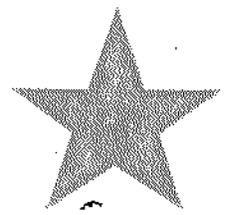
0 1 3 4 5 6 7 8 9 SP

EXPIRES 2018

**28542**

*Colours*

*CITY OF LOS ANGELES  
STICKER*



28542

NAME ANNE TYRIE

STREET 2 SHUBERT LANE

CITY BETHPAGE STATE NY ZIP 11714

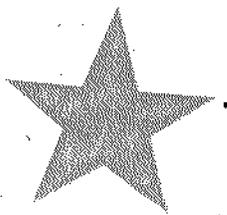
NYS LICENSE PLATE/YEAR EJP3832/2004

MAKE CHEVR BODY TYPE/COLOR SDBK

FEE 20.00 PERMIT TYPE R

PHONE NUMBER (516) 495-4836

CHANGES ONLY



PLEASE SIGN BOTTOM OF NEXT PAGE WHERE INDICATED

TOWN OF OYSTER BAY  
 TOWN CLERK  
 977 HICKSVILLE RD  
 OYSTER BAY, NY 11758  
 DATE 03/08/2016 TUE TIME 15:26

RESIDENT PARK \$20	
RESIDENT PARK \$20	
RESIDENT PARK \$20	
TOTAL	
CHECK	\$60.00
CLERK 1	073962 00000

I HEREBY CERTIFY THAT I RESIDE AT THE ADDRESS SET FORTH, THAT I AM THE OWNER OF THE MOTOR VEHICLE HEREINAFTER DESCRIBED, AND THAT I MAKE APPLICATION FOR A PERMIT TO PARK SUCH MOTOR VEHICLE WHEN SPACE IS AVAILABLE IN PERMITTED PARKING AREAS DESCRIBED IN TOWN ORDINANCE MOTOR VEHICLES AND TRAFFIC, CHAPTER 233 OR RULES AND REGULATIONS PURSUANT THERETO.

I AGREE THAT THE TOWN OF OYSTER BAY SHALL NOT BE LIABLE FOR ANY LOSS OF, OR DAMAGE TO, THE DESCRIBED MOTOR VEHICLE OR ITS EQUIPMENT, OCCURRING WHILE SUCH MOTOR VEHICLE IS PARKED IN ANY PERMITTED PARKING AREA OF THE TOWN.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

FOR OFFICE USE ONLY

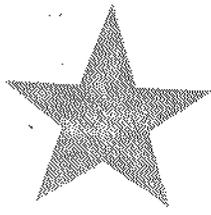
PERMIT NO. 28542

DATE ISSUED 3-8-16

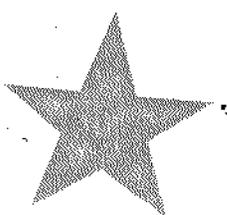
CHECK  REG. SUBMITTED

CASH  UTILITY SUBMITTED

ISSUED BY PA



3209101



NAME ANN E TYRIE  
 STREET 2 SHUBERT LANE  
 CITY BETHPAGE STATE NY ZIP 11714  
 NYS LICENSE PLATE/YEAR EJP3832/2004  
 MAKE HYUND BODY TYPE/COLOR SUBN/GY  
 FEE 20.00 PERMIT TYPE R  
 PHONE NUMBER (516) 495-4836

TOWN OF OYSTER BAY  
 TOWN CLERK  
 TOWN HALL SOUTH  
 977 HICKSVILLE RD  
 OYSTER BAY, NY 11758  
 DATE 05/04/2016 MED TIME 10:32

RESIDENT PARK \$20  
 TOTAL \$20.00  
 CASH \$20.00  
 CLERK 1 077379 000000

PLEASE SIGN BOTTOM OF NEXT PAGE WHERE INDICATED

New York State Department of Motor Vehicles  
**RETAIL CERTIFICATE OF SALE**

TYPE OF SALE	
<input type="checkbox"/> WHOLESALE OR	<input type="checkbox"/> RETAIL:
<input type="checkbox"/> New	<input type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/> Salvage

44715

No. **53548047**

**VEHICLE INFORMATION:**

Year 2013	Make HYUNDAI	Model SANTA FE SP	Body Type SUBN	Color GY	Weight (Unladen) 3459	Fuel Type: G	Cylinders 4	Adult Seating Capacity
Vehicle Identification Number 5XN2U3L84D6079814L0			Lien(s) LO	Inspection Certificate Number 2217305	Date of Inspection 05/03/2016	Inspection Station Number 7112088		
Plate/Permit Number EJP3832		Number of Dealer Plate Loaned N/A		<input type="checkbox"/> Lease Buyout (Insp. Not Required)	Selling Price \$ 17000.00			

**DEALER INFORMATION** (Print Name and Address)

MILLENNIUM HYUNDAI LLC  
 DBA MILLENNIUM HYUNDAI 220 NORTH FRANKLIN ST HEMPSTEAD NY 11550

**PURCHASER INFORMATION** (Print Name and Address)

ANN E TYRRE 2 SCHUBERT LANE BETHPAGE NY 11714

Date of Sale  
05/03

**PRIOR OWNER INFORMATION** (Print Name and Address Source of Ownership)

HLTT ATLANTA GA 30349

Date of Purchase  
04/20/16

**ODOMETER DISCLOSURE STATEMENT**

Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Failure to do so, or telling the truth about the mileage may result in fines and/or imprisonment.

The odometer on the vehicle described above has:  5 digits  6 digits, not including tenths

- I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above.
- I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS."
- I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY"

ODOMETER READING				
		3	2	50
(no tenths)				

I HEREBY CERTIFY THAT I RESIDE AT THE ADDRESS SET FORTH, THAT I AM THE OWNER OF THE MOTOR VEHICLE HEREINAFTER DESCRIBED, AND THAT I MAKE APPLICATION FOR A PERMIT TO PARK SUCH MOTOR VEHICLE WHEN SPACE IS AVAILABLE IN PERMITTED PARKING AREAS DESCRIBED IN TOWN ORDINANCE MOTOR VEHICLES AND TRAFFIC, CHAPTER 233 OR RULES AND REGULATIONS PURSUANT THERETO.

I AGREE THAT THE TOWN OF OYSTER BAY SHALL NOT BE LIABLE FOR ANY LOSS OF, OR DAMAGE TO, THE DESCRIBED MOTOR VEHICLE OR ITS EQUIPMENT, OCCURRING WHILE SUCH MOTOR VEHICLE IS PARKED IN ANY PERMITTED PARKING AREA OF THE TOWN.

**FOR OFFICE USE ONLY**

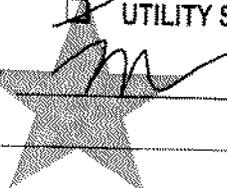
PERMIT NO. 32091

DATE ISSUED 5/4/16

CHECK  REG. SUBMITTED

CASH  UTILITY SUBMITTED

ISSUED BY [Signature]



*AS*  
Received By  
Office of Town Attorney

WHEREAS, Leonard Genova, Town Attorney, and Anthony C. Curcio, Assistant Town Attorney, by memorandum dated June 6, 2016, advise that in order to effectively represent the Town in certain legal matters, the Office of the Town Attorney requires the official transcript from the court reporter designated by the court,

WHEREAS, the court reporters are employed by the New York State Judiciary and despite being employed by the Judiciary, the Town is charged for any transcript ordered by its attorneys,

WHEREAS, based upon the aforementioned memorandum, it is requested and recommended that the Town Board authorize payment to court mandated court reporters for copies of any transcripts of proceedings that may be ordered by the Office of the Town Attorney,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted, and payment to court mandated court reporters is hereby authorized; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed \$2,500.00, with funds to be drawn from Account No. OTA A 1420 44110 604 0000 upon submission of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

323

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

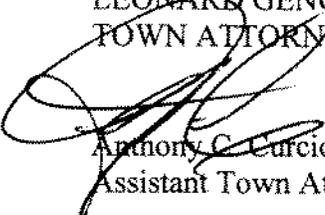
TO : MEMORANDUM DOCKET  
FROM : OFFICE OF THE TOWN ATTORNEY  
DATE : June 6, 2016  
SUBJECT : Payment of Court Mandated Court Reporters

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In order to effectively represent the Town in certain legal matters, the Office of the Town Attorney requires the official transcript from the court reporters designated by the court. The court reporters are employed by the New York State Judiciary. Despite being employed by the Judiciary, the Town – as well as any other party – is charged for any transcript ordered by its attorneys.

The attached proposed resolution would authorize payment of these court mandated court reporters, in an amount not to exceed \$2,500.00. Such court reporters will submit a Town of Oyster Bay claim form with the transcript(s), which will be processed in the customary manner. Funds are available in Account No. OTA A 1420 44110 604 0000.

LEONARD GENOVA  
TOWN ATTORNEY



Anthony C. Curcio  
Assistant Town Attorney

ACC:esk  
Attachment

S:\Attorney\RESOS 2016\MD & RESO\Court Mandated Court Reporters



Reviewed by  
Office of Town Attorney  


WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated June 6, 2016, recommend that the Town Board approve the design, plans and specifications for Contract No. H16-138, Roadway and Drainage Improvements at the Knolls and the Maples, Locust Valley, New York, that the Division of Purchasing, Department of General Services, proceed with setting a date for receiving bids for said Contract, and the Division of Engineering, Department of Public Works, be authorized and directed to proceed with the Bid and Construction Phases of the above said Contract,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as set forth hereinabove are hereby accepted and approved, the Town Board approves the design, plans and specifications for Contract No. H16-138, Roadway and Drainage Improvements at The Knolls and The Maples, Locust Valley, New York, the Division of Purchasing, Department of General Services is hereby authorized and directed to proceed with setting a date for receiving bids for Contract No. H16-138, and the Division of Engineering, Department of Public Works is hereby authorized and directed to proceed with the Bid and Construction Phase of Contract No. H16-138.

-#-

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

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

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

27

324

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JUNE 6, 2016

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE DEPUTY COMMISSIONER DEPARTMENT OF PUBLIC WORKS  
RICHARD T. BETZ COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID & CONSTRUCTION PHASES ROADWAY AND DRAINAGE IMPROVEMENTS AT THE KNOLLS AND THE MAPLES, LOCUST VALLEY CONTRACT NO. H16-138

Town Board Resolution No. 160-2016 authorized LiRo Engineers, Inc. to perform engineering services relative to the above-mentioned contract.

The design has been completed, and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 150 days.

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

*Elizabeth L. Maccarone*  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

*Richard T. Betz*  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

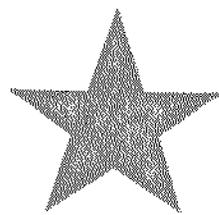
RTB/ELM/MR/dz

Attachment

cc: Office of the Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller  
Eric Tuman, Commissioner/General Services  
Kevin Hanifan, Commissioner/Highways  
Douglas Tuman, P.E., Division of Engineering

H16-138 DOCKET PERMISSION TO BID

RECEIVED  
TOWN AFFAIRS



WHEREAS, Resolution No. 753-2015, adopted on December 15, 2015, authorized LiRo Engineers, Inc., to provide on-call engineering services, in connection with Contract No. PWC 07-16, On-Call Engineering Services Relative to Civil Engineering; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated March 9, 2016, request Town Board approval that LiRo Engineers, Inc., be authorized to provide engineering services under Contract No. PWC 07-16, On-Call Engineering Services Relative to Civil Engineering, which includes planning and design service for road and drainage improvements to The Knolls and The Maples roads in Locust Valley, New York, Project Id No. 1503 HWYDB 03, and further request that the Comptroller issue an encumbrance order in an amount of \$136,665.63, with funds available in Account No. HWY H 5197 20000 000 1503 008. This amount reflects monies previously authorized in 2015 which is now being re-authorized under the current 2016 On-Call Contract,

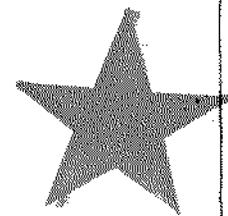
NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, LiRo Engineers, Inc., is hereby authorized to proceed with the abovementioned Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$136,665.63 for Contract No. PWC 07-16, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008, or any other appropriate account.

Reviewed By  
Office of Town Attorney

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated July 16, 2015, authorized the Highway Department to clean up the premises located at 132 Gardner Avenue, Hicksville, New York 11801, also known as Section 11, Block 400, Lot 63 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated June 1, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 17, 2015, in the amount of \$919.69, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated June 1, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$919.69 may be assessed by the Legislature of the County of Nassau against the parcel known as 132 Gardner Avenue, Hicksville, New York 11801, also known as Section 11, Block 400, Lot 63 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

*[Handwritten Signature]*  
Reviewed By  
Office of Town Attorney  
*[Handwritten Signature]*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

*M*

325

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: June 1, 2016  
SUBJECT: Property Cleanup Assessment  
132 Gardner Avenue, Hicksville, New York 11801  
Section 11, Block 400, Lot 63

The Department of Planning and Development, by memorandum dated July 16, 2015, directed the Highway Department to clean the premises located at 132 Gardner Avenue, Hicksville, New York 11801 also known as Section 11, Block 400, Lot 63 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated September 22, 2015, advised that the property was cleaned by a crew from the Highway Department on September 17, 2015. The cost incurred by the Town of Oyster Bay was \$919.69.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
Town Attorney (19 copies)



2016-5277/14

RECEIVED BY TOWN OF OYSTER BAY

**TOWN OF OYSTER BAY**

2015 JUL 16 P 12:21

**Inter-Departmental Memo  
July 16, 2015**

**To: KEVIN HANIFAN, COMMISSIONER HIGHWAY**

**From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT**

**Through: FREDERICK P. IPPOLITO, COMMISSIONER  
PLANNING AND DEVELOPMENT**

**Subject: 132 Gardner Avenue Hicksville, NY 11801  
SBL: 11-400-63**

Notice of Violation (No.14891) was issued to the owner of the above-referenced premises 07/15/15 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.

FREDERICK P. IPPOLITO  
COMMISSIONER

BY:

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js  
cc: Leonard Genova, Town Attorney





132 Gardner Ave  
Hicksville

Nassau County Clerk  
RECORDS OFFICE  
RECORDING PAGE

Deed Number (RETT):  
01RETT009556

Type of Instrument: Deed

Recorded: 12/01/1995  
At: 3:13:59 PM  
In Liber: 10604  
Of: Deed Book  
From Page: 0263  
Through Page: 0265

Control No: 199512011664

THERESA E  
NIKLAS

ANTHONY  
KLEMM

Refers to Liber: 00000  
Of:  
Page: 0000

Location: Oyster Bay (2824)      Section: 00000011      Block: 00400-00      Lot: 00063      Unit:

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$ 155,000.00

Received The Following Fees For Above Instrument

		Exempt		Exempt
Recording \$	24.00	NO	State Fee \$	4.75 NO
Equal/Cty \$	5.00	NO	St.Fee/Cty \$	.25 NO
Gains Tax \$	1.00	NO	Trans Tax \$	620.00 NO
Surchg/NYS \$	22.00	NO		
Surchg/Cty \$	3.00	NO		

Fees Paid: \$ 680.00

Deed Number (RETT): 01RETT009556

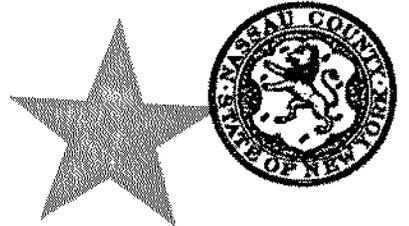
THIS PAGE IS A PART OF THE INSTRUMENT

KSZ001

Karen V. Murphy  
County Clerk, Nassau County



199512011664



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

RECORDED BY  
SPANIO ABSTRACT SERVICE CORP

THIS INDENTURE, made the 17th day of November, nineteen hundred and ninty-five

BETWEEN THERESA E. NIKLAS, the grantor herein, is the surviving tenant of a tenancy by the entirety with CHARLES A. NIKLAS, now deceased, created by deed dated 9/20/55, recorded 9/22/55 in Liber 5880 cp. 474.

party of the first part, and

ANTHONY KLEMM and MARIE KLEMM, his wife, both residing at 1953 Freeman Avenue, East Meadow, New York

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being ~~located~~ at or near Hicksville, in the Town of Oyster Bay, County of Nassau and State of New York, known as and by Lot 63 in Block 400, as shown on a certain map entitled, "Map of Roanne Gardens, located at Hicksville, Nassau County, N.Y. May 1952, Reilly and Malm, Land Surveyors," and filed in the Office of the Clerk of the County of Nassau on June 23, 1953, as Map No. 5862, bounded and described as follows:

BEGINNING at a point on the southeasterly side of Gardner Avenue distant 97.73 feet northeasterly from the corner formed by the intersection of the northeasterly side of Princess Street and the southeasterly side of Gardner Avenue;

RUNNING THENCE along the southeasterly side of Gardner Avenue the following two (2) courses and distances:

- 1. North 27 degrees 24 minutes 31 seconds east, 45.79 feet;
- 2. Northeasterly following an arc of a curve bearing to the right having a radius of 270.00 feet a distance of 40.05 feet;

THENCE south 49 degrees 28 minutes 03 seconds east, 139.16 feet;

THENCE south 46 degrees 32 minutes 13 seconds west, 41.00 feet;

THENCE north 69 degrees 35 minutes 47 seconds west, 126.00 feet to the south-easterly side of Gardner Avenue at the point or place of BEGINNING.

SAID PREMISES known as and by the street address: 132 Gardner Avenue, Hicksville, New York 11801

BEING AND INTENDED TO BE the same premises conveyed to the party of the first part by Deed dated September 20, 1955, recorded in the Nassau County Clerk's Office September 22, 19955 in Liber 5880 cp. 474.

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.

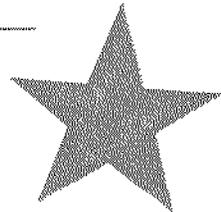
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

*Raymond*

*Theresa E. Niklas*  
THERESA E. NIKLAS



2  
1/5/57  
620  
201  
3

sec  
11  
BKK  
400  
24  
63

JDB5

Town of Oyster Bay  
Inter- Departmental Memo

September 22, 2015

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

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

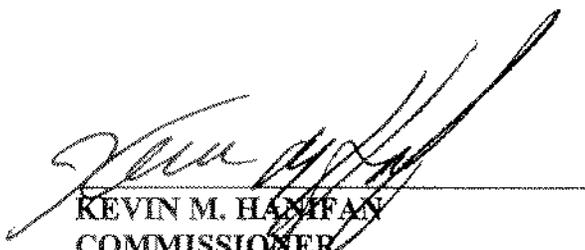
FROM: KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

SUBJECT: 132 GARDNER 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 \$919.69.

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

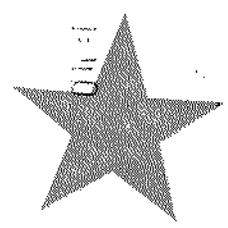


KEVIN M. HANIFAN  
COMMISSIONER  
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

2015 SEP 10 PM 1:10



Clean up 132 GARDNER AVENUE, HICKSVILLE to P & D

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

LOCATION: BUILDING MAINTENANCE DATE: 09/17/15  
 132 Gardner Ave, Hicksville

LABOR COSTS

WO# 18280

EMPLOYEE'S NAME		REGULAR WORK HOURS	OVERTIME	HOURLY SALARY	TOTAL
Calamia, Michael	Equip Oper I	2.00		24.72	\$ 49.44
Dade, Scott	Equip Supv	2.00		46.63	\$ 93.26
Stergiopoulos, John	Equip Oper I	2.00		24.04	\$ 48.08
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
<b>Subtotal A</b>					\$ 190.78

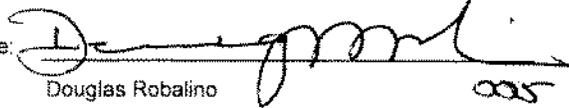
EQUIPMENT

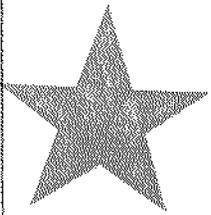
Type of Vehicle	TOB Number	Computer Number	Rate Per Hour	Hours Used	TOTAL
Packer	PP938	PK358	105.00	2.00	\$ 210.00
Pickup	016	PU406	79.00	2.00	\$ 158.00
Power Wagon	T165	TD702	105.00	2.00	\$ 210.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
<b>Subtotal B</b>					\$ 578.00

MATERIALS

Materials Used (Sand, Etc.)	Cost Per Unit	Number of Units	TOTAL
TIPPING FEE	\$ 80.70	1.87	\$ 150.91
WHITE PAINT (GALLONS)	\$ 11.30		\$ 0.00
MAINTENANCE AND PROTECTION OF OF TRAFFIC			\$ 0.00
<b>Subtotal C</b>			\$ 150.91
<b>Total of A+B+C</b>			\$ 919.69

DESCRIPTION OF WORK:  
 Removed litter and debris; cut lawn, weeds, grass, brush & vegetation using 2 lawn mowers, 2 weedwackers and 1 backpack blowers. Debris removed and dumped.

Signature:   
 Name: Douglas Robalino  
 Title: Storeyard Supervisor  
 Date: 09/15/15



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development by the emergency powers granted to the Commissioner of the Department of Planning and Development, authorized the Highway Department to board-up the premises located at 167 North Queens Avenue, North Massapequa, New York 11758, also known as Section 48, Block 66, Lots 311 and 313 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated June 1, 2016, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of boarding up the premises on June 16, 2015, in the amount of \$558.10, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated June 1, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$558.10 may be assessed by the Legislature of the County of Nassau against the parcel known as 167 North Queens Avenue, North Massapequa, New York 11758, also known as Section 48, Block 66, Lots 311 and 313 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 Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)

*DMB*  
Reviewed By  
Office of Town Attorney  
*Donna B. Swanson*

27

326

# Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 1, 2016

SUBJECT: Property Cleanup Assessment  
167 North Queens Avenue, North Massapequa, New York 11758  
Section 48, Block 66, Lots 311 and 313

By the emergency powers granted to the Commissioner of the Department of Planning and Development, the Highway Department was directed to board-up the premises located at 167 North Queens Avenue, North Massapequa, New York 11758, also known as Section 48, Block 66, Lots 311 and 313 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 18, 2015, advised that the property was boarded-up by a crew from the Highway Department on June 16, 2015. The cost incurred by the Town of Oyster Bay was \$558.10.

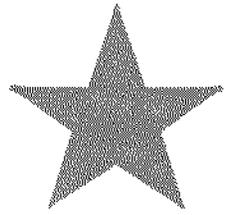
Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA  
TOWN ATTORNEY

*Donna B. Swanson*  
Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
Town Attorney (19 copies)



2015-5265

# DEPARTMENT OF PLANNING AND DEVELOPMENT

TOWN HALL WEST, 74 AUDREY AVENUE, OYSTER BAY, NY 11771  
TEL. 516-824-8200 FAX 516-824-8240



## OFFICE OF THE COMMISSIONER

June 2, 2015

**FREDERICK P. IPPOLITO**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**DIANA S. AQUAR**  
DEPUTY COMMISSIONER

Hand Delivered and Via Certified Mail, RRR

David Borg  
167 North Queens Avenue  
North Massapequa, NY 11758

RE: Premises: 167 North Queens Avenue, North Massapequa NY 11758  
Section 48, Block 66, Lot 311 + 313

### NOTICE OF DANGEROUS PREMISES

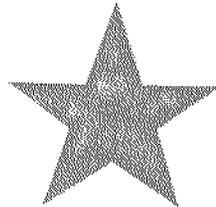
Pursuant to Chapter 96 of the Code of the Town of Oyster Bay

*Board up*

Dear Mr. Borg,

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

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



**No entry into the Premises is permitted by any person without the consent of the Commissioner of Planning and Development.**

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

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

BY ORDER OF:



Frederick P. Ippolito  
Commissioner

FPI:kr

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

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

**Kevin Hanifan, Commissioner**  
**Department of Highways**



  
**TOWN OF OYSTER BAY**

NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 06-18-2003  
Recorded Time: 10:38:17 a

Record and Return To:  
DAVID BORG  
167 NORTH QUEENS AVE  
N MASSAPEQUA, NY 11758

Liber Book: D 11629  
Pages From: 714  
To: 717

Control  
Number: 621  
Ref #: RE 025085  
Doc Type: H01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0048	00066-00	00311	
OYSTER BAY (2824)	0048	00066-00	00313	

Consideration Amount: 354,000.00

GCB001

Taxes Total	1,416.00
Recording Totals	77.00
Total Payment	1,493.00

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



2003061800621





SCHEDULE A  
DESCRIPTION OF MORTGAGED PREMISES

Title No.: 83389-12-1

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Massapequa, in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lots No. 311, 312, 313 and the adjoining part of Lot No. 314, on a certain map entitled, "Amended Map of Massapequa, Centre, Jerusalem Avenue, Section 2, situated at Massapequa, N.Y., surveyed September 1927 by Baldwin and Cornelius, Co., Civil Engineers, Freeport, N.Y., McGoldrick Realty Co., Inc. Developers", and filed in the Office of the clerk of the County of Nassau on January 16, 1928 as Old Map No. 639, New Map No. 751, which said lots and part of said lot when taken together are more particularly bounded and described as follows:

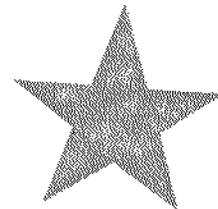
BEGINNING at a point on the northerly side of Queens Avenue, distant 150 feet westerly from the corner formed by the intersection of the said northerly side of Queens Avenue with the westerly side of Summit Drive:

RUNNING THENCE North 79 degrees 51 minutes West along the northerly side of Queens Avenue, 70 feet:

RUNNING THENCE North 10 degrees 09 minutes East, 100 feet:

RUNNING THENCE South 79 degrees 51 minutes East, 70 feet:

RUNNING THENCE South 10 degrees 09 minutes West, 100 feet to the northerly side of Queens Avenue, at the point or place of BEGINNING.



the County of Nassau, State of New York, and described in said mortgage as follows:

All that certain unit of real property, with the buildings and improvements thereon erected, situate, lying and being in the County of Nassau, State of New York, and more particularly described on Schedule A attached hereto and made part hereof.

The Clerk of Nassau County is hereby requested to index this notice against the name(s) of DAVID BORG A/K/A DAVID J. BORG.

Dated: September 4, 2013  
Melville, New York

KOZENY, MCCUBBIN & KATZ, LLP.

  
By: Scott Reel, Esq.  
Attorneys for Plaintiff  
395 N. Service Road, Suite 401,  
Melville, NY 11747  
(631) 454-8059



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

----- X INDEX NO. 13/E/11067  
WELLS FARGO BANK, NATIONAL ASSOCIATION,

Plaintiff,

- against -

DAVID BORG A/K/A DAVID J. BORG, THE SECRETARY OF  
HOUSING AND URBAN DEVELOPMENT, NYS DEPARTMENT  
OF TAXATION AND FINANCE and "JOHN DOE" and "JANE  
DOE", the last two names being fictitious, said parties intended being  
tenants or occupants, if any, having or claiming an interest in, or lien  
upon the premises described in the complaint,

Defendant(s).  
----- X

NOTICE OF PENDENCY  
OF ACTION

Property Address:  
167 North Queens Ave,  
Massapequa, NY 11758

Section: 48  
Block: 66  
Lot: 311 & 313

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in this court upon a complaint of the above-named plaintiff against the above-named defendants for the foreclosure of a mortgage in the sum of \$277,095.00 dated May 12, 2003, executed by defendant(s) DAVID BORG A/K/A DAVID J. BORG, to WELLS FARGO HOME MORTGAGE, INC. recorded on June 18, 2003 in Mortgage Liber 24311, Page 1, in the Office of the Clerk of the County of Nassau. WELLS FARGO BANK, NA is successor by merger to WELLS FARGO HOME MORTGAGE, INC. On June 3, 2008, for valuable consideration DAVID BORG A/K/A DAVID J. BORG, duly executed, acknowledged and delivered his loan modification agreement dated February 13, 2008, whereby said defendant bound himself in the new principal amount of \$290,131.70 with interest thereon, which was recorded August 11, 2008 in the Office of the Clerk in the County of Nassau in Liber 33182 at Page 265 (the "LOAN MODIFICATION").

NOTICE IS FURTHER GIVEN, that the premises affected by the said foreclosure action were, at the time of the commencement of said action, and at the time of filing of this notice, situate in the County of Nassau, State of New York, Section 48, Block 66, Lot 311 & 313, on the land and tax map of



Massapequa



NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 09-10-2013      Record and Return To:  
Recorded Time: 1:38:19 p

Liber Book: L    1890  
Pages From:    69  
              To:        73

Control  
Number: 1349  
Ref #: 13--011067  
Doc Type: X10 LIS PENDENS

Plnt: WELLS FARGO BANK NATIONAL ASSN  
Dfnd: BORG, DAVID  
Dfnd: BORG, DAVID J

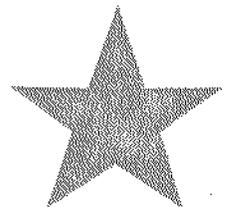
Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0048		00066-00	00311
OYSTER BAY (2824)	0048		00066-00	00313

	Taxes Total	.00
	Recording Totals	194.50
CAG001	Total Payment	194.50

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



2013091001349



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

WCS  
Rev. 1/79  
(confidential)

10/1  
y  
B

THIS INDENTURE, made the 12th day of May, in the year Two Thousand Three  
BETWEEN JOSEPH BORG and ANDREANA BORG, his wife, residing at  
167 North Queens Avenue, N. Massapequa, NY

party of the first part, and J.  
DAVID BORG, residing at 167 North Queens  
Avenue, N. Massapequa, NY

party of the second part,  
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration  
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs  
or successors and assigns of the party of the second part forever,  
ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the

AD

48

66

311,313

SEE SCHEDULE A ANNEXED HERETO AND MADE A PART OF

SAID PREMISES known as 167 North Queens Avenue, N. Massapequa, NY  
BEING THE SAME premises described in the deed to the party of  
the first part herein, by deed dated June 5, 1974, recorded  
June 17, 1974, in Liber 8683, Page 322

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 whatsoever, 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 consid-  
eration 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.

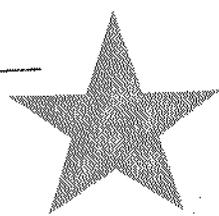
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.  
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above  
written.

IN PRESENCE OF:

*Richard A. ...*

*Joseph Borg*  
Joseph Borg

*Andreana Borg*  
Andreana Borg



STATE OF NEW YORK )  
COUNTY OF NASSAU ) ss.

STATE OF NEW YORK )  
COUNTY OF ) ss.

On the 12 day of May in the year 2003 before me, the undersigned, personally appeared Joseph A. Andreana Borg 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 upon behalf of which the individual(s) acted, executed the instrument.

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 upon behalf of which the individual(s) acted, executed the instrument.

JACQUELINE LACOUR  
Notary Public, State of New York  
No. 4301280  
Qualified in Nassau County  
Commission Expires December 22, 18

*Josephine Leuche*  
Signature and Office of  
Individual taking acknowledgment

Signature and Office of  
Individual taking acknowledgment

\* For acknowledgments taken in New York State.

RECEIVED IN  
THIS CONDITION

\*\* State, District of Columbia, Territory, Possession, or Foreign Country

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), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such 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).

Signature and Office of  
Individual taking acknowledgment

\*\* For acknowledgments taken outside of New York State.

Margain and Male Deck  
WITH COVENANT AGAINST GRANTEE'S ACTS  
TITLE NO. REN-03-29223

SECTION 48  
BLOCK 66  
LOT 311, 313  
COUNTY OR TOWN Nassau

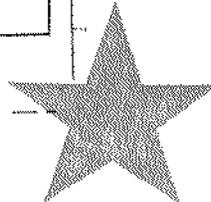
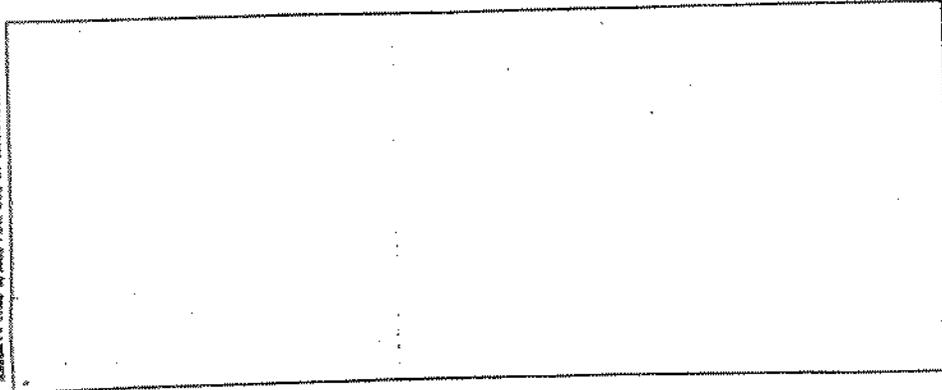
TO

Recorded At Request of  
First American Title Insurance Company of New York  
RETURN BY MAIL TO:



David Borg  
157 North Queens Avenue  
N. Massapequa, NY 11758  
By No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE



**SCHEDULE A CONTINUATION**

Title Number: **REN-03-29223**  
**3503-0251-10442**

**SECTION 48 BLOCK 66 LOT 311, 312 ON THE TAX MAP OF NASSAU COUNTY**

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Massapequa, in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lots No. 311, 312, 313 and the adjoining part of Lot No. 314, on a certain map entitled, "Amended Map of Massapequa, Centre, Jerusalem Avenue, Section 2, situated at Massapequa, N.Y., surveyed September 1927 by Baldwin and Cornelius, Co., Civil Engineers, Freeport, N.Y., McGoldrick Realty Co., Inc. Developers", and filed in the Office of the Clerk of the County of Nassau on January 16, 1928 as Old Map No. 639, New Map No. 751, which said lots and part of said lot when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Queens Avenue, distant 150 feet westerly from the corner formed by the intersection of the said northerly side of Queens Avenue with the westerly side of Summit Drive;

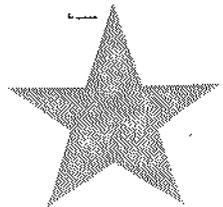
RUNNING THENCE North 79 degrees 51 minutes West along the northerly side of Queens Avenue, 70 feet;

RUNNING THENCE North 10 degrees 09 minutes East, 100 feet;

RUNNING THENCE South 79 degrees 51 minutes East, 70 feet;

RUNNING THENCE South 10 degrees 09 minutes West, 100 feet to the northerly side of Queens Avenue, at the point or place of BEGINNING.

Schedule A 2 of 2



Tab

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

June 18, 2015

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

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

**FROM:** KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

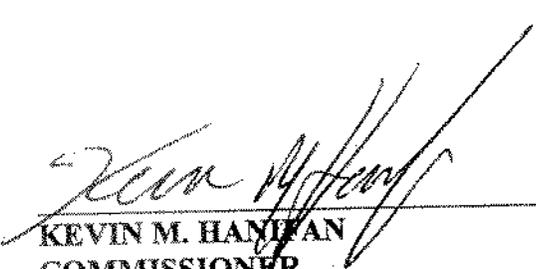
**SUBJECT:** 167 North Queens Avenue, Massapequa  
Board-Up

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$558.10.

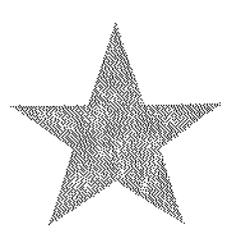
If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

  
\_\_\_\_\_  
KEVIN M. HANIFAN  
COMMISSIONER  
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

Board-up 167 North Queens Avenue, Massapequa to P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

LOCATION: BUILDING MAINTENANCE 167 No Queens Ave, Mass. DATE: 06/16/15

LABOR COSTS

EMPLOYEE'S NAME		REGULAR WORK HOURS	OVERTIME	HOURLY SALARY	TOTAL
Lang, Martin	Equip Supv	2.50		45.74	\$ 114.35
Van Nostrand, Jeff	Maint Carpenter	2.50		40.68	\$ 101.70
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
<b>Subtotal A</b>					\$ 216.05

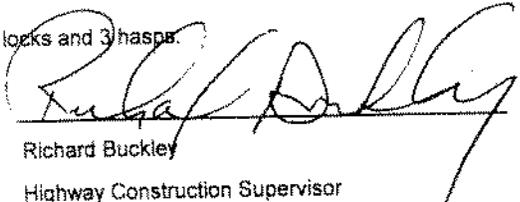
EQUIPMENT

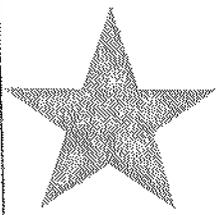
Type of Vehicle	TOB Number	Computer Number	Rate Per Hour	Hours Used	TOTAL
Utility Truck	RR911	TU052	79.00	2.50	\$ 197.50
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
<b>Subtotal B</b>					\$ 197.50

MATERIALS

Materials Used (Sand, Etc.)	Cost Per Unit	Number of Units	TOTAL
TIPPING FEE	\$		\$ 0.00
PLYWOOD SHEETS 1/2"	\$ 20.65	7.00	\$ 144.55
PLYWOOD SHEETS 3/4"	\$ 30.06		\$ 0.00
LUMBER 2x4x8	\$ 3.20		\$ 0.00
<b>Subtotal C</b>			\$ 144.55
<b>Total of A+B+C</b>			\$ 558.10

DESCRIPTION OF WORK:  
Boarded up house using 7 sheets of 1/2" plywood, 3 locks and 3 hasps.

Signature:   
 Name: Richard Buckley  
 Title: Highway Construction Supervisor  
 Date: 06/17/15



WHEREAS, Debra LoGiudice has offered to donate a bench and plaque to the Town of Oyster Bay, to be placed at Marjorie R. Post Community Park, Massapequa, New York, in memory of her friend, Timothy Mulligan; and

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated June 1, 2016, requests that the Town Board approve and accept said donation; and

WHEREAS, the value of the bench and plaque is estimated to be \$700.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town Board hereby authorizes the Department of Parks to accept the donation of a bench and plaque, to be placed at Marjorie R. Post Community Park Massapequa, New York, in memory of Timothy Mulligan.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

Reviewed By  
Office of Town Attorney

327

Frank A. Nocerino  
Commissioner



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

Town of Oyster Bay  
Department of Parks  
Inter-Departmental Memo

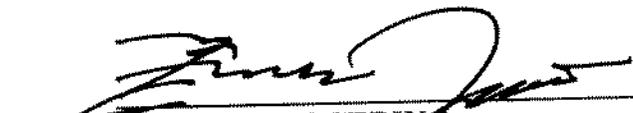
June 1, 2016

TO: MEMORANDUM DOCKET  
FROM: FRANK A. NOCERINO, COMMISSIONER OF PARKS  
SUBJECT: MEMORIAL BENCH

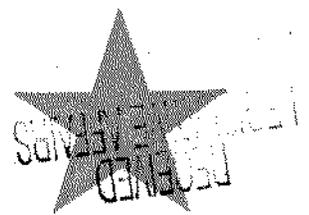
The Department of Parks has received a request from Debra LoGiudice (letter attached) to donate a bench with accompanying plaque to the Town of Oyster Bay in memory of Timothy Mulligan to be placed in Marjorie R. Post Community Park.

The Department of Parks has reviewed this request and concurs that a bench will be an appropriate addition to complement this area. Most important, this will be a fitting tribute.

The bench with accompanying plaque will be purchased by Debra LoGiudice and donated to the Parks Department. The value of the bench and plaque is estimated to be \$700.00. Town Board approval is requested on behalf of Debra LoGiudice.

  
FRANK A. NOCERINO  
COMMISSIONER OF PARKS

FAN/dl  
C: TOWN ATTORNEY (original +19 copies)  
ATTACHMENT  
Sarah Roche- Cimino, Community Liason



65 Cedar Drive  
Massapequa, NY 11758  
June 1, 2016

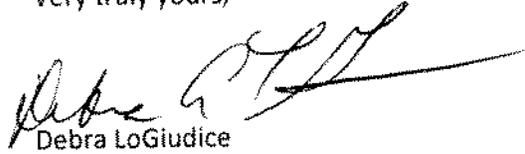
Mr. Frank Nocerino  
Commissioner of Parks  
Town of Oyster Bay  
977 Hicksville Rd.  
Massapequa, NY, 11758

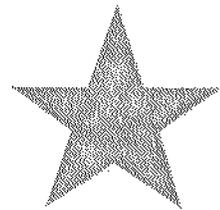
Dear Mr. Nocerino,

On behalf of the friends of Timothy Mulligan I am seeking permission to donate a bench and plaque in memory of Timothy at Marjorie R. Post Community Park.

Thank you.

Very truly yours,

  
Debra LoGiudice



WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, and Gail Paraninfo, Director of Employment and Training, Department of Intergovernmental Affairs, by memorandum dated June 6, 2016, request Town Board authorization for renewal of the Town's membership with the New York Association of Training Professionals (NYATEP) for the period of July 1, 2016 through June 30, 2017, NYATEP provides valuable information with regard to relevant legislation and policy issues that affect the Town's Workforce Innovation and Opportunity Act (WIOA) Programs,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and accepted, and the Town Board authorizes membership with New York Association of Training Professionals (NYATEP) at a cost of \$3,900.00 for the period July 1, 2016 through June 30, 2017. This fee will be paid with Workforce Innovation and Opportunity Act (WIOA) funding, and is at no cost to the Town. Funds for this purpose are available in account No. IGA CD 6293 47900 000 CW15.

-#-

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Intergovernmental Affairs

19

TOWN OF OYSTER BAY  
Inter-Departmental Memo

RECEIVED  
TOWN OF OYSTER BAY  
INTERGOVERNMENTAL AFFAIRS  
JUN 10 2016

June 6, 2016

TO: MEMORANDUM DOCKET  
FROM: GAIL PARANINFO, DIRECTOR  
EMPLOYMENT AND TRAINING  
THROUGH: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS  
SUBJECT: NEW YORK ASSOCIATION OF TRAINING AND EMPLOYMENT PROFESSIONALS  
DIVISION OF EMPLOYMENT AND TRAINING MEMBERSHIP RENEWAL

The Department of Intergovernmental Affairs' Division of Employment and Training maintains membership in the New York Association of Training Professionals (NYATEP). Town Board Resolution No. 385-2015 dated July 7, 2015 authorized the renewal of this membership for the period July 1, 2015 through June 30, 2016.

NYATEP provides valuable information with regard to relevant legislation and policy issues that affect the Town's Workforce Innovation and Opportunity Act (WIOA) programs. It is respectfully requested that the Town Board pass a resolution authorizing membership with NYATEP at a cost of \$3,900.00 for the period July 1, 2016 through June 30, 2017. This fee will be paid with WIOA funding, and is of no cost to the Town. Funds for this purpose are available in IGA CD 6293 47900 000 CW15.

*Gail Paraninfo*  
Gail Paraninfo  
Director, Employment and Training

*Frank V. Sammartano*  
Frank V. Sammartano  
Deputy Commissioner

FVS:GP:lb  
Attachments  
cc: Town Attorney, 19 copies





Phone Number: (518) 433-1200  
 Fax Number: (518) 433-7424

<b>BILL TO</b>
Oyster Bay Works 977 Hicksville Rd Massapequa, NY 11758

DATE	INVOICE #
5/25/2016	#40083

**P.O. NO.:**  
**TERMS:** Due upon receipt  
**DUE DATE:**

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Platinum Membership Dues July 1, 2016 – June 30, 2017		\$4,000
	Special Membership Deal		-\$100
<b>Total:</b>			<b>\$3,900</b>

Please make checks payable to: NYATEP, 540 Broadway, Albany, NY 12207.  
 Federal ID #22-3010593

540 Broadway, 5<sup>th</sup> Fl, Albany, New York 12207 phone 518-433-1200 fax 518-433-7424  
 www.nyatep.org



Meeting of July 7, 2015

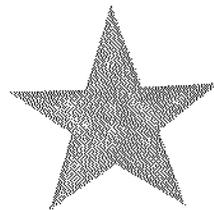
Resolution No. 385-2015

Meeting of

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, and Gail Paraninfo, Director of Employment and Training, Department of Intergovernmental Affairs, by memorandum dated June 22, 2015, request Town Board authorization to renew the membership of the Division of Employment and Training in the New York Association of Training and Employment Professionals, from July 1, 2015 through June 30, 2016, at a cost of \$1,500.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, and Gail Paraninfo, Director of Employment and Training, Department of Intergovernmental Affairs, are hereby authorized to renew the membership of the Division of Employment and Training in the New York Association of Training and Employment Professionals, from July 1, 2015 through June 30, 2016, at a cost of \$1,500.00, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. IGA CD 6293 47900 000 CW14, or any other appropriate account.



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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

Reviewed By  
Office of Town Attorney

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated September 22, 2015, authorized the Highway Department to clean up the premises located at 79 Lambert Avenue, Farmingdale, New York 11735, also known as Section 48, Block 519, Lot 46 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated June 1, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 24, 2015, in the amount of \$631.47, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated June 1, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$631.47 may be assessed by the Legislature of the County of Nassau against the parcel known as 79 Lambert Avenue, Farmingdale, New York 11735, also known as Section 48, Block 519, Lot 46 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

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329

# Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 1, 2016

SUBJECT: Property Cleanup Assessment  
79 Lambert Avenue, Farmingdale, New York 11735  
Section 48, Block 519, Lot 46

---

The Department of Planning and Development, by memorandum dated September 22, 2015, directed the Highway Department to clean the premises located at 79 Lambert Avenue, Farmingdale, New York 11735 also known as Section 48, Block 519, Lot 46 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated October 1, 2015, advised that the property was cleaned by a crew from the Highway Department on September 24, 2015. The cost incurred by the Town of Oyster Bay was \$631.47.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA  
TOWN ATTORNEY

  
Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
Town Attorney (19 copies)

S:\Atty\DBS\Cleanups MD&Reso\MD 79 Lambert Ave 6 | 16.doc



✓ Have Recd  
2016-5278 OK 1/12

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
September 22, 2015**

**To: KEVIN HANIFAN, COMMISSIONER HIGHWAY**  
**From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT**  
**Through: FREDERICK P. IPPOLITO, COMMISSIONER  
PLANNING AND DEVELOPMENT**  
**Subject: 79 Lambert Avenue Farmingdale, NY 11735  
SBL: 48-519-46**

---

Notice of Violation (No.15116) was issued to the owner of the above-referenced premises 09/04/15 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.

FREDERICK P. IPPOLITO  
COMMISSIONER

BY:

*Michael Esposito (js)*

MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js  
cc: Leonard Genova, Town Attorney





NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 04-10-2006  
Recorded Time: 2:38:18 p

Record and Return To:  
JAMES D FEKERT ESQ  
101 AVE OF THE AMERICAS  
NEW YORK, NY 10013-1906

Liber Book: D 12103  
Pages From: 246  
To: 249

Control  
Number: 1788  
Ref #: RE 024197  
Doc Type: D01 DEED

Location: Section Block Lot Unit  
OYSTER BAY (2824) 0048 00519-00 00046

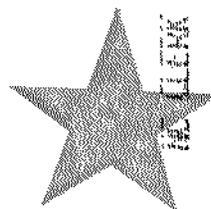
Consideration Amount: 415,000.00

	Taxes Total	.00
	Recording Totals	127.00
TMS001	Total Payment	127.00

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



2006041001788



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

D-1  
4

THIS INDENTURE, made the 7 day of March, in the year 2006

BETWEEN William P. Carlson and Kathleen Carlson, his wife, both residing at 79 Lambert Avenue, Farmingdale, New York 11735

party of the first part, and

Jonathan Bach and Lauren Bach, his wife, both residing at 2125 Jackson Avenue, Seaford, New York

Section  
48

Block  
519

Lot  
46

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the at Farmingdale, in the Town of Oyster Bay, County of Nassau and State of New York and more particularly described on the attached

SCHEDULE A

Said premises being known and designated as 79 Lambert Avenue, Farmingdale, New York 11735

Being and intended to be the same premises conveyed to the parties of the first part by deed dated April 24, 1962 and recorded in the office of the Clerk of the County of Nassau on April 30, 1962 in Liber 7006 at Page 116

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.

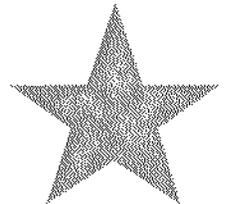
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

*[Handwritten signature]*

*William P. Carlson*  
William P. Carlson  
*Kathleen J. Carlson*  
Kathleen Carlson



✓ DBS

Town of Oyster Bay  
Inter- Departmental Memo

October 1, 2015

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

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

FROM: KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

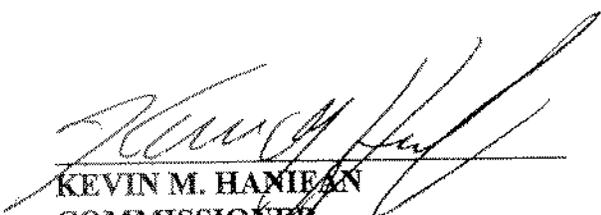
SUBJECT: 79 LAMBERT AVENUE, FARMINGDALE  
CLEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$631.47.

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

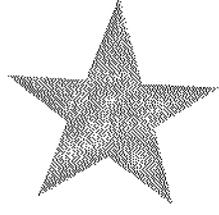
  
KEVIN M. HANIFAN  
COMMISSIONER  
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

2015 OCT 1 10 38 AM

DEPARTMENT OF HIGHWAYS  
TOWN OF OYSTER BAY



Clean up 79 LAMBERT AVENUE, FARMINGDALE to P & D



WHEREAS, by Resolution No. 75-2015, dated February 24, 2015, this Town Board authorized that the Town's Contractors' Equipment Coverage/Rolling Stock Insurance be secured through Salerno Brokerage Corp., with Allianz Insurance Company from February 1, 2015 through January 31, 2016, with the possibility of a one year extension at the same rate; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated June 2, 2016, requests Town Board authorization to exercise the one year extension of said insurance coverage, nunc pro tunc from February 1, 2016 through January 31, 2017, at a renewal premium of \$120,360.00, with funds to be drawn from Account No. TWN AMS 1910 43020 601 0000 000,

NOW THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to exercise the second one year extension of the Town's Contractors' Equipment Coverage/Rolling Stock Insurance, through Salerno Brokerage Corp., with Allianz Insurance Company, nunc pro tunc from February 1, 2016 through January 31, 2017, at a renewal premium of \$120,360.00, and that the Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$10,000.00 for new equipment which may be added to the Town's inventory during the policy year, with funds to be drawn from Account No. TWN AMS 1910 43020 601 0000 000; and be it further

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

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

*Reviewed By*  
*Office of Town Attorney*  
*Donna B. Swanson*

26

330

RECEIVED  
TOWN OF OYSTER BAY  
JUN 10 2016

# Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: June 2, 2016

SUBJECT: 2016 Insurance Program  
Contractors' Equipment Coverage/Rolling Stock  
Policy No. MX193047640  
Account No. TWN AMS 1910 43020 601 0000 000

---

In connection with the Town's Contractors' Equipment Coverage/Rolling Stock insurance, Town Board Resolution No. 75-2015, dated February 24, 2015, authorized that this insurance coverage be secured through Salerno Brokerage Corp., with Allianz Insurance Company from February 1, 2015 through January 31, 2016, with the possibility of a one year extension at the same rate. This office hereby requests Town Board authorization to exercise the one year extension, nunc pro tunc for the period February 1, 2016 through January 31, 2017. The renewal premium is \$120,360.00.

Therefore, this office recommends that the Town's Contractors' Equipment Coverage/Rolling Stock Insurance be obtained through Salerno Brokerage Corp., with Allianz Insurance Company from February 1, 2016 through January 31, 2017, at a renewal premium of \$120,360.00, with funds to be drawn from Account No. TWN AMS 1910 43020 601 0000 000.

In addition, it is requested that the sum of \$10,000.00 be encumbered for new equipment which may be added to the Town's inventory during the policy year.

LEONARD GENOVA  
TOWN ATTORNEY

  
Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Enclosure  
cc: Town Attorney (w/19 copies)  
S:\Attorney\RES03 2016\MD & RES0\Insurance.ConstEquipRollingStock.DBS.docx



WHEREAS, Leonard Genova, Town Attorney, and Frederick E. Mei, Deputy Town Attorney, by memorandum dated January 30, 2015, state that they have secured the Town's contractors' equipment/fine arts coverage and boat coverage with Allianz Insurance Company through Salerno Brokerage Corp., for the period February 1, 2015 through January 31, 2016, with the possibility of a one year extension at the same rate, and premiums in the respective amounts of \$120,360.00 and \$11,175.00 are now due; and

WHEREAS, it is recommended that the Town Board ratify the actions of the Town Attorney in renewing the above referenced policy and authorize payment for same.

NOW, THEREFORE, BE IT RESOLVED, That the recommendation of Leonard Genova, Town Attorney, and Frederick E. Mei, Deputy Town Attorney, as submitted in their memorandum dated January 30, 2015, is hereby accepted and approved, and the actions of the Town Attorney in securing the above referenced policies are hereby ratified, and the Comptroller is hereby authorized and directed to make payment, in the total amount not to exceed \$120,360.00 and \$11,175.00, upon submission of a duly certified claim, after audit, said funds to be drawn from Account No. TWN-AMS-1910-43020-601-0000-000, or other appropriate account; and be it further

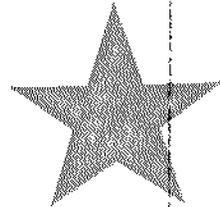
RESOLVED, That an additional sum of \$10,000.00 is hereby encumbered for charges associated with the addition of equipment during the term of this policy, and that payment be made for said additions.

Revised by  
Official Town Attorney

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)



WHEREAS, Resolution No. 754-2015, adopted on December 15, 2015, authorized Nelson & Pope Engineers & Surveyors, PLLC, to provide technical services under Contract No. PWC06-16, On-Call Engineering Services Relative to Contract Administration; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated June 6, 2016, request that Nelson & Pope Engineers & Surveyors, PLLC, be authorized to provide contract administration for Project I.D. No. 1503-HWYDB-03 including preparation of requirements contract for road restoration, and further request that the Comptroller issue an encumbrance order in the amount of \$15,000.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008,

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, Nelson & Pope Engineers & Surveyors, PLLC, is hereby authorized to proceed with the abovementioned Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$15,000.00 for Contract No. PWC06-16, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008.

-#-

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

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

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

*[Handwritten Signature]*  
Reviewed By  
Office of Town Attorney  
*[Handwritten Signature]*

28

331

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JUNE 6, 2016

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE RICHARD T. BETZ  
DEPUTY COMMISSIONER COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC06-16  
CONTRACT ADMINISTRATION  
ACCOUNT NO. HWY H 5197 20000 000 1503 008  
PROJECT ID NO. 1503 HWYDB-03

The consultant, Nelson & Pope Engineers & Land Surveyors, PLLC has been approved by the Commissioner of the Department of Public Works to provide engineering services under On-Call Contract No. PWC 06-16 by Resolution No. 754-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Highway, Nelson & Pope Engineers & Land Surveyors, PLLC submitted a letter dated March 31, 2016 regarding the scope of work in an amount not to exceed \$15,000.00. Services performed include the preparation of contract documents for road restoration.

Funding for this purpose is supplied from remaining balances of the 2015 capital budget. Attached is an availability of funds in the amount of \$15,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1503 008.

It is hereby requested that the Town Board authorize by Resolution Nelson & Pope Engineers & Land Surveyors, PLLC under Contract No. PWC06-16, On-Call Engineering Services Relative to Contract Administration and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/HAS/dz  
Attachments

cc: Office of the Town Attorney (w/19 copies)  
Robert McEvoy, Comptroller  
Katherine Stefanich, DPW Administration  
Kevin M. Hanifan, Commissioner of Highway



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

April 19, 2016

To: ROBERT S. DARIENZO  
DIRECTOR OF FINANCE

From: ELIZABETH L. MACCARONE                      RICHARD T. BETZ  
DEPUTY COMMISSIONER                      COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS      DEPARTMENT OF PUBLIC WORKS

**Subject: REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO PWC 06-16  
NELSON & POPE, ENGINEERS & SURVEYORS  
CONTRACT ADMINISTRATION**

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

If there are any questions, please contact Ed Gioeli at ext. 5938.



ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/ejg  
Attachments

PWC 06-16 \$15,000.00 N&P HAS.DOCX





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



Requesting Division/Department \_\_\_\_\_

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

Contract Number PWC 06-16

Contract Period January 01, 2016 to December 31, 2017

Consultant/Contractor Nelson & Pope Engineers & Surveyors

Discipline Contract Administration

Total Authorization \$ 28,300.00 op

Resolution No. 754-2015 Date 12/15/2015 op

Funded To Date \$ 13,300.00 op

Amount Requested \$15,000.00

Account To Be Used HWY-H-5197-20000-000-1503-008 / Proj # 15031HWYDB-03

If Capital Account, State The Related Contract Number: HR216-140 JB

**Description Of Work**

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

PREPARATION OF REQUIREMENTS CONTRACT FOR ROAD RESTORATION

Work To Be Completed In Contract Period: Yes  No

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

Required Insurances Are In Effect: Yes  No

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

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

Amount of Bond \$ \_\_\_\_\_

**Requesting Division/Department**

**DPW Approval**

*Only To Be Executed By The Commissioner*

Signature [Signature]  
Title COMMISSIONER OF HIGHWAY  
Date 4-18-16

Signature [Signature]  
Title Commissioner of Public Works  
Date 4/19/16

**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 15,000.00

Unencumbered Balance 1,729,628.41

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

Signature [Signature] Date 4/21/16



# TOWN OF OYSTER BAY



## WORK ORDER

*This Section To Be Completed By The Department Of Public Works*

Work Order No. _____	E.O. No. _____
Contract No. <u>PWC 06-16</u>	Contract Start <u>1/1/2016</u>
	Contract End <u>12/31/2017</u>
Commencement Date <u>1/1/2016</u>	

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

Vendor Name and Address

Nelson & Pope Engineers & Surveyors

---

572 Walt Whitman Road

---

Melville, New York 11747-2188

---

(631) 427-5665

---

Requesting Town Department DPW Engineering

Contact Hans Stronstad Phone 516-677-5852

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

Road Restoration Requirements Contract

---

Throughout the Town of Oyster Bay

---

Contract #: HRR16-140

---

This work order shall not exceed \$ 15,000.-

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature

**COMMISSIONER OF HIGHWAY**

Signature

Commissioner of Public Works

Date

4-18-16

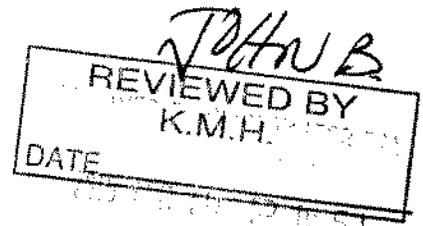
Date

4/19/16



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

April 12, 2016



TO : KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAY

FROM : ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO. PWC 06-16  
ROAD RESTORATION REQUIREMENTS CONTRACT  
NELSON & POPE ENGINEERS & SURVEYORS

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$15,000.00.

Funds are required Engineering Services, as per the attached letter from Nelson & Pope Engineers & Surveyors dated March 31, 2016.

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

*Elizabeth Maccarone*

ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

*Richard T. Betz*

RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

VERIFIED:

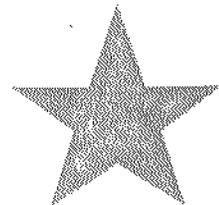
*Edward Gioeli*

EDWARD GIOELI  
ADMINISTRATIVE STAFF  
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/HAS/dz  
Attachments

C: Kathleen Stefanich, Division of Engineering

PWC 06-16 RAOF N&P on Road Restoration Requirement Contract \$15,000.00





**NELSON & POPE**  
ENGINEERS & SURVEYORS

VICTOR BERT, P.E. • JOSEPH R. EPIFANIA, P.E. • ROBERT G. NELSON JR., P.E. • THOMAS F. LEMBO, P.E.  
GARY S. BECKER, P.E. • GREGORY D. PETERMAN, P.L.S. • ERIC J. McFERRAN, P.E. • THOMAS G. OXON, P.E.

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188  
(631) 427-5885 • FAX (631) 427-5820 • NELSONPOPE.COM

March 31, 2016

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

Re: Proposal for Engineering Services  
Road Restoration Requirements Contract

Dear Commissioner Betz:

Nelson & Pope is pleased to submit this proposal to provide Professional Engineering services for the preparation of a requirements contract for road restoration work.

The proposed Scope of Services and Manpower Table are attached as **Exhibit A** and **Exhibit B**, respectively. The estimated budget for project is \$15,000.00.

I look forward to further discussion of how we can assist the Town in moving forward with project. Thank you for the opportunity to submit this proposal, and please contact me to discuss this submission at your convenience.

Sincerely,  
Nelson & Pope

A handwritten signature in black ink, appearing to read 'Joe Epifania', written in a cursive style.

Joseph R. Epifania, PE  
Partner



**EXHIBIT A  
SCOPE OF SERVICES**

**Preparation of Road Restoration Requirements Contract**

Nelson & Pope will prepare road restoration construction specifications for inclusion in the project bid manuals. These specifications will include work for miscellaneous roadway restoration and related work and will be in a 'requirements' format for the Town to use for issuance of contractor Purchase Orders throughout the Town. The standard contract 'boiler plate' (General Conditions, Supplemental General Conditions and Standard Town Forms) will be provided by the Town for inclusion in the project bid manual.

Nelson and Pope will review the Town's history of constructed work to determine approximate values to be included in the bid sheets and will work with the Town to resolve the appropriate way to present these in the bid documents.

N&P will prepare a complete set of bid specifications and details in a form acceptable to the Town. N&P will coordinate with the Town for selection of bid dates and issuance of the 'Notice to Bidders'. N&P will deliver fifteen (15) complete sets of plans and specifications, or as directed. One paper along with one electronic copy of the specifications will be delivered to the Town. Once the Town has received all bid submissions, N&P will review the bidder's unit prices, cost extensions and bidder qualifications. N&P will prepare a recommendation for award.



WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request and recommend that Cashin, Spinelli & Ferretti, LLC, John A. Grillo Architect, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, Schneider Engineering, PLLC, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP and Nassau Suffolk Engineers & Architecture, PLLC be authorized to provide on-call engineering services in connection with Contract No. PWC06-16, On-Call Engineering Services Relative to Contract Administration, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Cashin, Spinelli & Ferretti, LLC, John A. Grillo Architect, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, Schneider Engineering, PLLC, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP and Nassau Suffolk Engineers & Architecture, PLLC, have an open-ended service agreement with the Town under which the services will be provided; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and in connection with Contract No. PWC06-16, Cashin, Spinelli & Ferretti, LLC, John A. Grillo Architect, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, Schneider Engineering, PLLC, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP and Nassau Suffolk Engineers & Architecture, PLLC are hereby authorized and directed to provide on-call engineering services, from January 1, 2016 through December 31, 2017; and be it further

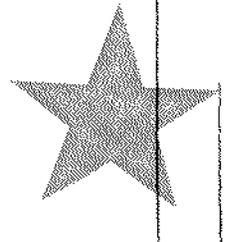
RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreement with the Town, upon presentation of a duly certified claim, after audit.

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works



WHEREAS, Resolution No. 745-2015, adopted on December 15, 2015, authorized LiRo Engineers, Inc., to provide on-call engineering services, in connection with Contract No. PWC16-16, On-Call Engineering Services Relative to Multi-Discipline Projects; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated June 6, 2016, request Town Board approval that LiRo Engineers, Inc., be authorized to provide engineering services under Contract No. PWC16-16, On-Call Engineering Services Relative to Multi-Discipline Projects, which includes Animal Shelter Relocation Design Service in Massapequa, New York, Project Id No. 1501 TWNA-03, and further request that the Comptroller issue an encumbrance order in an amount of \$273,022.27, with funds available in Account No. DPW H 1997 20000 000 1501 001. This amount reflects monies previously authorized in 2015 which are now being utilized for the current 2016 On-Call Contract,

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, LiRo Engineers, Inc., is hereby authorized to proceed with the abovementioned Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$273,022.27 for Contract No. PWC16-16, with funds to be drawn from Account No. DPW H 1997 20000 000 1501 001.

-#-

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

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

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

*MS*  
 Reviewed By  
 Office of Iowa Attorney  
*MS*

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TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JUNE 6, 2016

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE                      RICHARD T. BETZ  
DEPUTY COMMISSIONER                      COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS              DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC16-16  
MULTI-DISCIPLINE PROJECTS  
ACCOUNT NO.: DPW H 1997 20000 000 1501 001  
PROJECT ID NO. 1501 TWNA-03

The consultant, LiRo Engineers, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC16-16 by Resolution No. 745-2015 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated February 23, 2016 from LiRo Engineers, Inc. regarding the scope of work to be performed in an amount not to exceed \$273,022.27. Services to be performed include planning and design services for the new animal shelter. Of the funds requested, \$83,022.27 represents funds that had been authorized to LiRo Engineers, Inc. relative to this project under the previous on-call contract, but were not utilized prior to that contract's expiration. The balance of \$190,000.00 represents the additional funding required to complete the design phase.

Attached is an availability of funds in the amount of \$273,022.27 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DPW H 1997 20000 000 1501 001. These funds are utilized from remaining balances of the 2015 capital budget.

It is hereby requested that the Town Board authorize by Resolution LiRo Engineers, Inc. under Contract No. PWC16-16, On-Call Engineering Services Relative to Multi-Discipline Projects and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

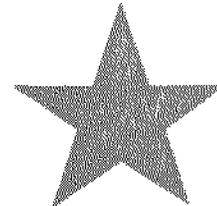
  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/SC/dm

Attachment

cc: Office of the Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller  
Kathy Stefanich, Administrative Division/DPW  
Sunita Chakraborti, Division of Engineering



PWC16-16 LIRO ANIMAL SHELTER DESIGN FUNDS

*Sonita*

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

June 2, 2016

To: ROBERT S. DARIENZO, DIRECTOR OF FINANCE

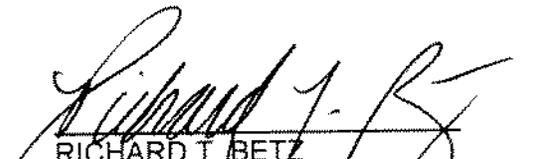
From: ELIZABETH L. MACCARONE                      RICHARD T. BETZ  
DEPUTY COMMISSIONER                      COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS      DEPARTMENT OF PUBLIC WORKS

Subject: **REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO PWC 16-16  
LIRO ENGINEERS, INC.  
MULTI-DISCIPLINE PROJECTS**

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

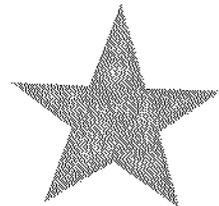
If there are any questions, please contact Diane Marx at ext. 5779.

  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm  
Attachments

PWC 16-16 \$273,022.27 LIRO SC.DOCX



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

June 1, 2016

TO : RICHARD T. BETZ, COMMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

FROM: ELIZABETH L. MACCARONE                      MATTHEW RUSSO  
DEPUTY COMMISSIONER                      ENGINEERING DIVISION  
DEPARTMENT OF PUBLIC WORKS              DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO. PWC 16-16  
ON-CALL MULTI-DISCIPLINE  
LIRO ENGINEERS, INC.

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The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$273,022.27.

Funds are required to provide planning and design services for the development of a new animal shelter in Massapequa, New York, as per the attached letter from LiRo Engineers, Inc., dated February 23, 2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$273,022.27 and Resolution No. 745-2015 authorizing LiRo Engineers, Inc. for on-call services.

If you have any questions, please contact Sunita Chakraborti, Division of Engineering, at extension 5725.

  
\_\_\_\_\_  
MATTHEW RUSSO, PE  
DIVISION OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS

  
\_\_\_\_\_  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

VERIFIED:

  
\_\_\_\_\_  
DIANE I. MARX  
DIVISION OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR:SC: dm  
Attachments

C: Kathleen Stefanich, Administration/DPW

PWC 16-16 - LIRO ENGINEERS - REQUEST FUNDS - 273,022.27





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



Requesting Division/Department

DPW

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

Contract Number PWC 16-16

Contract Period 01/01/16 - 12/31/17

Consultant/Contractor LiRo Engineers, Inc.

Discipline Multi-Discipline

Total Authorization \$ 273,022.27

Resolution No. 745-2015 Date 12/15/2015

Funded To Date Ø

Amount Requested \$273,022.27

Account To Be Used DPW-H-1997-20000-000-1501-001/ Project ID: 1501 TVNA-03

If Capital Account, State The Related Contract Number: DER 15-127

**Description Of Work**

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

Multi - Discipline

Animal Shelter Relocation Design Service

Work To Be Completed In Contract Period: Yes  No

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

Required Insurances Are In Effect: Yes  No

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

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

Amount of Bond \$ \_\_\_\_\_

**Requesting Division/Department**

**DPW Approval**

*Only To Be Executed By The Commissioner*

Signature Elizabeth C. Maccane  
Title Deputy Commissioner  
Date 6/1/16

Signature [Signature]  
Title Commissioner of Public Works  
Date 6/2/16

**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 273,022.27

Unencumbered Balance 389,436.42

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

Signature [Signature] Date 6/3/16





# TOWN OF OYSTER BAY



## WORK ORDER

*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2016

Contract No. PWC 16-16

Contract End 12/31/2017

Commencement Date \_\_\_\_\_

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

Vendor Name and Address

Liro Engineers, Inc

3 Aerial Way

Syosset, NY 11791

Requesting Town Department DPW

Contact Sunita Chakraborti Phone (516) 677 - 5725

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

Multi - Discipline

Animal Shelter Relocation Design Service

**This work order shall not exceed \$ 273,022.27**

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

**Requesting Division/Department**

Signature Elizabeth Bracciano

Title Deputy Commissioner

Date 6/1/16

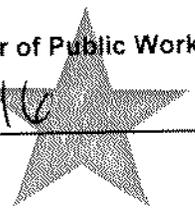
**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature [Signature]

Commissioner of Public Works

Date 6/2/16





**LiRo Engineers, Inc.**

A LiRo Group Company

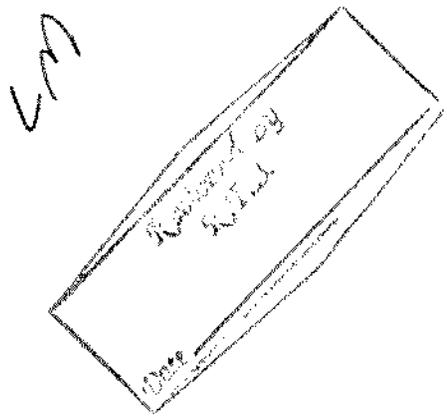
Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

February 23, 2016

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

Attention: Leslie Maccarone  
Deputy Commissioner

Re: Animal Shelter Relocation  
Design Services



Dear Commissioner Betz:

LiRo Engineers, Inc. was authorized under its 2014-2015 Multi-discipline Projects On-Call contract to provide planning and design services for the development of a new Animal Shelter to be located on Town property adjacent to the Town's existing dog run in Massapequa, New York. As the work efforts in support of the project were to span both 2015 and 2016, only those funds required to support work in 2015 was requested in our letter of 8 July 2015 and approved under Town Board Resolution No. 478-2015 dated September 1, 2015 in the amount of \$125,000. These work efforts which includes survey, program planning and schematic plan development were not completed by the close of 2015 and have extended into 2016.

Work completed and billed through 31 December 2015 totaled \$41,977.73 leaving a balance of \$83,022.27.

In consideration of the above, we are requesting reauthorization of LiRo for Planning and Engineering Services for the Animal Shelter Relocation Project including out of pocket costs for drilling and testing under our 2016-2017 Engineering On-Call Services Relative to Multi-discipline Projects Contract approved per Resolution 745-2015 in the amount of \$83,022.27. In addition, we are requesting a new authorization in the amount of \$190,000 to complete design of the project. This is \$25,000 above the amount identified in our letter of 8 July 2015 and reflects: an increase in our estimated cost of construction from \$2.5 million to a range of \$2.8 million to \$3 million that is based on the results of our programming, layout and conceptual plan phase efforts; the efforts needed to develop a more robust ventilation and filtering system within the animal kennel areas; and the work required to address the specialized animal medical care facilities.

In summary, we are requesting reauthorization of \$83,022.27 remaining from our 2015 authorization (Town Board Resolution 478-2015) and a new authorization in the amount of \$190,000 to complete design





Mr. Richard Betz  
Commissioner

February 15, 2016  
Page 2

services for the new Animal Shelter for a total authorization of \$273,022.27 under our On-Call Engineering Services relating to Multi-discipline Projects.

We trust this meets with your approval. If you have any questions, please do not hesitate to contact us.

Very truly yours,

**LIRo ENGINEERS, INC.**

A handwritten signature in black ink, appearing to read 'John P. Lekstutis', is written over a circular stamp or seal. The signature is fluid and cursive.

John P. Lekstutis, P.E.  
President Emeritus

JPL:dIm

I:\TOB\Agency info\Proposals\JPL-2-23-16 Animal Shelter Relocation.docx



WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request that LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler and Bartlett, Inc., John A. Grillo Architect, PC, and D & B Engineers and Architects, P.C., be authorized to provide on-call engineering services, in connection with Contract No. PWC16-16, On-Call Engineering Services Relative to Multi-Discipline Projects, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., John A. Grillo Architect, PC and D & B Engineers and Architects, P.C., have an executed open-ended service agreement with the Town under which the services will be provided,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler and Bartlett, Inc., John A. Grillo Architect, PC and D & B Engineers and Architects, P.C., are hereby authorized and directed to provide on-call engineering services, in connection with Contract No. PWC16-16, On-Call Engineering Services Relative to Multi-Discipline Projects, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and be it further

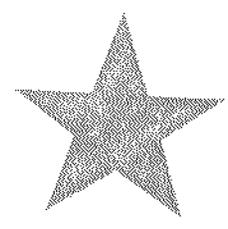
RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreement with the Town, upon presentation of a duly certified claim after audit.

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works



WHEREAS, by Town Board Resolution No. 754-2015, adopted on December 15, 2015, Nelson & Pope Engineers and Land Surveyors, PLLC, was approved to provide engineering services for the preparation of Contract No. HRR16-140, Road Restoration Throughout the Town Of Oyster Bay; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated June 6, 2016, have approved the specifications and recommend that the Division of Engineering be authorized and directed to proceed with the bidding phase and construction phase for Contract No. HRR16-140, and have requested that the Town Board authorize the Division of Purchasing to proceed with setting a date for receiving bids for this Contract,

NOW, THEREFORE, BE IT RESOLVED, that the Division of Engineering is hereby authorized and directed to proceed with the bidding phase and construction phase for Contract No. HRR16-140, and the Division of Purchasing is hereby authorized to proceed with setting a bid date for receiving bids for Contract No. HRR16-140.

-#-

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

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

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

*MS*  
Reviewed By  
Office of Town Attorney

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

JUNE 6, 2016

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE DEPARTMENT OF PUBLIC WORKS  
RICHARD T. BETZ COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT: REQUEST TO ENTER BID & CONSTRUCTION PHASES REQUIREMENTS CONTRACT FOR ROAD RESTORATION THROUGHOUT THE TOWN OF OYSTER BAY CONTRACT NO. HRR16-140

The office of Nelson & Pope Engineers & Land Surveyors, PLLC has been approved by Resolution 754-2015 to provide engineering services for the preparation of the above-referenced contract. The initial term of this contract shall be one year from the date of award.

The Commissioner of the Department of Public Works has approved the specifications and recommends that the Division of Engineering be authorized and directed to proceed with the bidding phase and construction phase for Contract No. HRR16-140.

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

*Elizabeth L. MacCarone*  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

*Richard T. Betz*  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dm

Attachment

- cc: Office of the Town Attorney (w/19 copies)
- Robert J. McEvoy, Comptroller
- Eric Tuman, Commissioner/General Services
- Hans Stronstad, Division of Engineering
- Kevin Hanifan, Commissioner/Highways

HRR16-140 DOCKET REQUEST TO BID B

RECEIVED  
TOWN OF OYSTER BAY



WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request and recommend that Cashin, Spinelli & Ferretti, LLC, John A. Grillo Architect, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, Schneider Engineering, PLLC, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP and Nassau Suffolk Engineers & Architecture, PLLC be authorized to provide on-call engineering services in connection with Contract No. PWC06-16, On-Call Engineering Services Relative to Contract Administration, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Cashin, Spinelli & Ferretti, LLC, John A. Grillo Architect, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, Schneider Engineering, PLLC, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP and Nassau Suffolk Engineers & Architecture, PLLC, have an open-ended service agreement with the Town under which the services will be provided; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and in connection with Contract No. PWC06-16, Cashin, Spinelli & Ferretti, LLC, John A. Grillo Architect, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, Schneider Engineering, PLLC, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP and Nassau Suffolk Engineers & Architecture, PLLC are hereby authorized and directed to provide on-call engineering services, from January 1, 2016 through December 31, 2017; and be it further

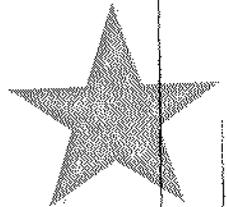
RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreement with the Town, upon presentation of a duly certified claim, after audit.

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works



Reviewed By  
Office of Town Attorney

WHEREAS, by Resolution No. 736-2015, adopted on December 15, 2015, the Town Board authorized and directed D & B Engineers and Architects P.C., and RTP Environmental Associates, Inc. to provide on-call engineering services in connection with Contract No. PWC 28-16, On-Call Engineering Services Relative to Emission Sampling at Old Bethpage Landfill, for a two-year term contract, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated June 6, 2016, request Town Board authorization for RTP Environmental Associates, Inc., to provide on-call engineering services in connection with services for the 2016 annual monitoring program, and further request that the Comptroller issue an encumbrance order in an amount of \$75,000.00, with funds to be drawn from Account No. DER SR05 8160 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, RTP Environmental Associates, Inc., is hereby authorized to proceed with the abovementioned Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$75,000.00, for Contract No. PWC 28-16, with funds to be drawn from Account No. DER SR05 8160 44800 000 0000.

-#-

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

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

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

334

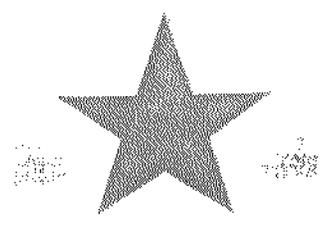
Reviewed By  
Office of Legal Attorney

WHEREAS, by Resolution No. 736-2015, adopted on December 15, 2015, the Town Board authorized and directed D & B Engineers and Architects P.C., and RTP Environmental Associates, Inc. to provide on-call engineering services in connection with Contract No. PWC 28-16, On-Call Engineering Services Relative to Emission Sampling at Old Bethpage Landfill, for a two-year term contract, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated June 6, 2016, request Town Board authorization for RTP Environmental Associates, Inc., to provide on-call engineering services in connection with services for the 2016 annual monitoring program, and further request that the Comptroller issue an encumbrance order in an amount of \$75,000.00, with funds to be drawn from Account No. DER SR05 8160 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, RTP Environmental Associates, Inc., is hereby authorized to proceed with the abovementioned Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$75,000.00, for Contract No. PWC 28-16, with funds to be drawn from Account No. DER SR05 8160 44800 000 0000.

-#-



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TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JUNE 6, 2016

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE DEPUTY COMMISSIONER DEPARTMENT OF PUBLIC WORKS  
RICHARD T. BETZ COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC28-16  
EMISSION SAMPLING AT OLD BETHPAGE LANDFILL  
ACCOUNT NO.: DER SR05 8160 44800 000 0000

The consultant, RTP Environmental Associates, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC28-16 by Resolution No. 736-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Environmental Resources, attached is a letter dated May 1, 2016 from RTP Environmental Associates, Inc. regarding the scope of work to be performed in an amount not to exceed \$75,000.00. Services to be performed include the 2016 air emissions sampling program for the Old Bethpage Landfill as required by the Town's Consent Decree. Due to the Consent Decree requirements, services have commenced as of January 1, 2016 relative to this request. A formal request for authorization for these services has been delayed as the Department of Public Works had been in active negotiations with the NYSDEC to reduce the Town's obligations under this program, which successfully reduced the frequency of the sampling events from quarterly to annually.

Attached is an availability of funds in the amount of \$75,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DER SR05 8160 44800 000 0000.

It is hereby requested that the Town Board authorize by Resolution RTP Environmental Associates, Inc. under Contract No. PWC28-16, On-Call Engineering Services Relative to Emission Sampling at Old Bethpage Landfill, and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

*Elizabeth Maccarone*

ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
RTB/ELM/MR/dz

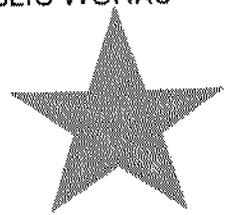
*Richard T. Betz*

RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

Attachment

cc: Office of the Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller  
Kathy Stefanich, Administrative Division  
Neil Bergin, Commissioner/Environmental Resources

SHAW-WALKER  
RECEIVED  
JUN 10 2016



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

June 3, 2016

To: ROBERT S. DARIENZO  
DIRECTOR OF FINANCE

From: ELIZABETH L. MACCARONE                      RICHARD T. BETZ  
DEPUTY COMMISSIONER                      COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS      DEPARTMENT OF PUBLIC WORKS

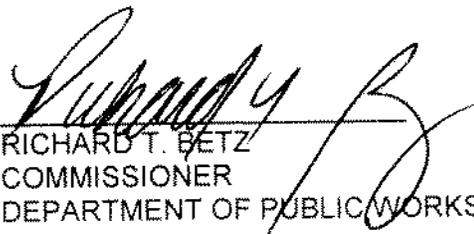
Subject: REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO PWC 28-16  
RTP ENVIRONMENTAL ASSOCIATES, INC.  
EMISSION SAMPLING AT OLD BETHPAGE LANDFILL

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

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



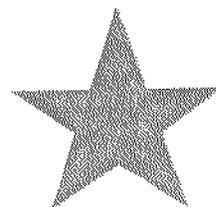
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm  
Attachments

PWC 28-16 \$75,000.00 RTP SC.DOCX



ORIG → FILE-G-500  
COPY → TR

Tom R

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

MAY 18, 2016

TO : NEIL O. BERGIN, COMMISSIONER  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

FROM: ELIZABETH L. MACCARONE                      RICHARD T. BETZ  
DEPUTY COMMISSIONER                      COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS              DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO. PWC28-16  
ON-CALL EMISSION SAMPLING AT OLD BETHPAGE LANDFILL  
RTP ENVIRONMENTAL ASSOCIATES, INC.

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$75,000.00.

Funds are required for the 2016 sampling program, as per the attached letter from RTP Environmental Associates, Inc., dated May 17, 2016.

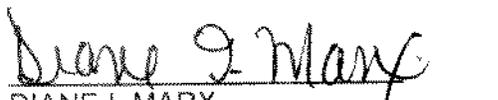
Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$75,000.00 and Resolution No. 736-2015 authorizing RTP Environmental Associates, Inc. for on-call services.

If you have any questions, please contact Sunita Chakraborti, Division of Engineering, at extension 5725.

  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

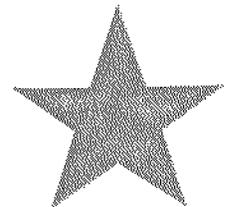
VERIFIED:

  
DIANE I. MARX  
ENGINEERING DIVISION  
DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR/dz  
Attachments

C: Kathleen Stefanich, Administration/DPW

PWC28-16 RTP DER 2016 FUNDS REQUEST9



WHEREAS, by Resolution No. 725-2015, adopted on December 15, 2015, the Town Board authorized and directed D & B Engineers and Architects P.C., and Holzmacher, McLendon & Murrell, P.C. to provide on-call engineering services in connection with Contract No. PWC 27-16, On-Call Engineering Services Relative to Old Bethpage Landfill Groundwater Monitoring and Hydraulic Modeling, for a two-year term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated June 6, 2016, and D & B Engineers and Architects, P.C., by letter dated March 1, 2016, request Town Board authorization for D & B Engineers and Architects P.C., to provide on-call engineering services under Contract No. PWC 27-16, in connection with services for the 2016 annual monitoring program, and further request that the Comptroller issue an encumbrance order in an amount of \$62,000.00, with funds to be drawn from Account No. DER SR05 8160 44800 000 0000; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memoranda dated June 13, 2016, and D & B Engineers and Architects, P.C., by letter dated March 1, 2016, request that D & B Engineers and Architects, P.C. be authorized to utilize Pace Analytical Services, Inc., 575 Broadhollow Road, Melville, NY, 11747, and Pine Environmental Services, Inc., 92 North Main Street, Building 20, Windsor, NJ 08561, as sub-consultants relative to this Project, for sampling equipment and sample analysis services,

NOW, THEREFORE, BE IT RESOLVED, That upon the requests as hereinabove set forth, D & B Engineers and Architects P.C., is hereby authorized to proceed to provide services under Contract No. PWC 27-16, and utilize Pace Analytical Services, Inc., 575 Broadhollow Road, Melville, NY, 11747, and Pine Environmental Services, Inc., 92 North Main Street, Building 20, Windsor, NJ 08561 as sub-consultants relative to this Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$62,000.00, for Contract No. PWC 27-16, with funds to be drawn from Account No. DER SR05 8160 44800 000 0000.

-#-

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

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

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

Reviewed By  
Office of Town Attorney

32

335

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JUNE 6, 2016

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE DEPUTY COMMISSIONER DEPARTMENT OF PUBLIC WORKS  
RICHARD T. BETZ COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC27-16  
OLD BETHPAGE LANDFILL GROUNDWATER MONITORING AND HYDRAULIC MODELING  
ACCOUNT NO.: DER SR05 8160 44800 000 0000

The consultant, D&B Engineers and Architects, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC27-16 by Resolution No. 737-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Environmental Resources, attached is a letter dated March 1, 2016 from D&B Engineers and Architects, P.C. regarding the scope of work to be performed in an amount not to exceed \$62,000.00. Services to be performed include the 2016 groundwater monitoring and modeling program for the Old Bethpage Landfill as required by the Town's Consent Decree. Due to the Consent Decree requirements, services have commenced as of January 1, 2016 relative to this request. A formal request for authorization for these services has been delayed as the Department of Public Works has been in active negotiations with the NYSDEC to reduce the Town's obligations under this program.

Attached is an availability of funds in the amount of \$62,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DER SR05 8160 44800 000 0000.

It is hereby requested that the Town Board authorize by Resolution D&B Engineers and Architects, P.C. under Contract No. PWC27-16, On-Call Engineering Services Relative to Old Bethpage Landfill Groundwater Monitoring and Hydraulic Modeling, and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

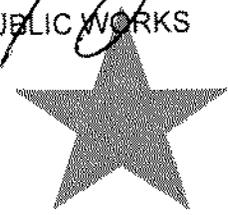
*Elizabeth L. Maccarone*  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
RTB/ELM/MF/dz

*Richard T. Betz*  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

Attachment

cc: Office of the Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller  
Kathy Stefanich, Administrative Division/DPW  
Neil Bergin, Commissioner/Environmental Resources

RECEIVED  
ADMINISTRATIVE AFFAIRS



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

June 3, 2016

To: ROBERT S. DARIENZO  
DIRECTOR OF FINANCE

From: ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

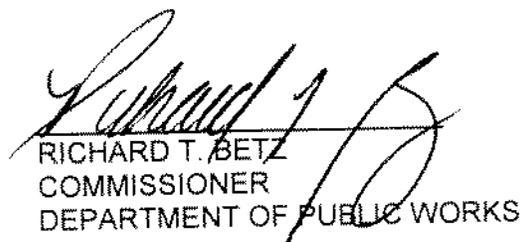
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

Subject: REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO PWC 27-16  
D & B ENGINEERS AND ARCHITECTS, P.C.  
OLD BETHPAGE LANDFILL GROUNDWATER MONITORING AND  
HYDRAULIC MODELING

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

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

  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm  
Attachments

PWC 27-16 \$62,000.00 D&B SC.DOCX



OR19 → FILE S-1100  
Copy - DP

DANNY

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

MAY 16, 2016

TO : NEIL O. BERGIN, COMMISSIONER  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

FROM: ELIZABETH L. MACCARONE DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO. PWC27-16  
ON-CALL OLD BETHPAGE LANDFILL GROUNDWATER MONITORING  
AND HYDRAULIC MODELING  
D & B ENGINEERS AND ARCHITECTS, P.C.

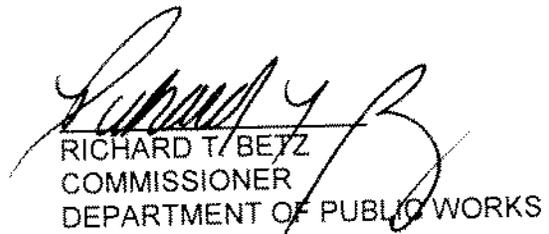
The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$62,000.00.

Funds are required to perform the monitoring services for 2016, as per the attached letter from D & B Engineers & Architects, P.C., dated March 1, 2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$62,000.00 and Resolution No. 737-2015 authorizing D & B Engineers and Architects, P.C. for on-call services.

If you have any questions, please contact Sunita Chakraborti, Division of Engineering, at extension 5725.

  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

VERIFIED:  
  
EDWARD GIOELI  
ADMINISTRATIVE STAFF  
DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR:dz  
Attachments

C: Kathleen Stefanich, Administration/DPW

PWC27-16 D&B DER 2016 FUNDS REQUEST





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



Requesting Division/Department ENVIRONMENTAL RESOURCES

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

Contract Number PWC 27-16

Contract Period JANUARY 1, 2016 - DECEMBER 31, 2017

Consultant/Contractor D & B ENGINEERS AND ARCHITECTS, P.C.

Discipline OBL GROUNDWATER MONITORING AND HYDRAULIC MODELLING

Total Authorization \$ 62,000.00

Resolution No. 737-2015 Date 12/15/2015

Funded To Date φ

Amount Requested \$62,000.00

Account To Be Used DEP 058160448000000000

If Capital Account, State The Related Contract Number: \_\_\_\_\_

**Description Of Work**

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

**SERVICES FOR THE 2016 MONITORING PROGRAM**

Work To Be Completed In Contract Period: Yes  No

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

Required Insurances Are In Effect: Yes  No

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

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

Amount of Bond \$ \_\_\_\_\_

**Requesting Division/Department**

**DPW Approval**

Only To Be Executed By The Commissioner

Signature [Signature]  
Title Deputy Commissioner  
Date 6/2/16

Signature [Signature]  
Title Commissioner of Public Works  
Date 6/3/16

**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 62,000.00

Unencumbered Balance 62,000.00

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

Signature [Signature] Date 6/3/16



# TOWN OF OYSTER BAY



## WORK ORDER

*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2016

Contract No. PWC 27-16

Contract End 12/31/2017

Commencement Date JANUARY 1, 2016

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

Vendor Name and Address

D & B ENGINEERS AND ARCHITECTS, P.C.

330 CROSSWAYS PARK DRIVE

WOODBURY, NEW YORK 11797

Requesting Town Department ENVIRONMENTAL RESOURCES

Contact SUNITA CHAKRABORTI Phone 516-677-5725

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

SERVICES FOR THE 2016 ANNUAL MONITORING PROGRAM

**This work order shall not exceed \$ 62,000.00**

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

**Requesting Division/Department**

Signature [Signature]

Title Public Commissioner

Date 6/2/16

**Department Of Public Works Approval**

*Only To Be Executed By The Commissioner*

Signature [Signature]

**Commissioner of Public Works**

Date 6/3/16



WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, have requested that D & B Engineers and Architects, P.C., and Holzmacher, McLendon & Murrell, P.C., be authorized to provide on-call engineering services in connection with Contract No. PWC 27-16, On-Call Engineering Services Relative to Old Bethpage Landfill Groundwater Monitoring and Hydraulic Modeling, for a two-year term contract, from January 1, 2016 through December 31, 2017; and

WHEREAS, the above listed firms have an open ended service contract with the Town under which the services will be provided,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and D & B Engineers and Architects, P.C., and Holzmacher, McLendon & Murrell, P.C., are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC 27-16, On-Call Engineering Services Relative to Old Bethpage Landfill Groundwater Monitoring and Hydraulic Modeling for a two-year term contract, from January 1, 2016 through December 31, 2017,

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

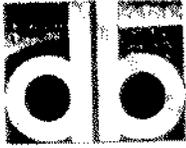
*Ma*  
Reviewed By  
Office of Town Attorney  
*W. J. ...*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works





**D&B ENGINEERS  
AND  
ARCHITECTS, P.C.** **50**  
YEARS  
EST. 1965

330 Crossways Park Drive, Woodbury, New York 11797-2015  
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Michael R. Hofgren  
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Christopher M. LeHanka  
Richard W. Lenz, P.E.  
James J. Magda  
Olga Mubarak-Jaramillo  
Philip R. Sachs, P.E.  
Daniel Shabat, P.E.

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Christopher W. Francis  
Michele Mastrangelo  
Janil Miranda, P.E.  
Roger W. Owens  
Steven E. Patak  
Robbin A. Petrella  
Edward J. Reilly  
Michael G. Savarese, P.E.  
Stephen E. Tauss

March 1, 2016

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

Attn: Elizabeth L. Maccarone, Deputy Commissioner  
Department of Public Works

Re: Engineering Services for Groundwater Monitoring at  
Old Bethpage Landfill  
TOB Contract No. PWC 15-16  
D&B No. 3617-02

Dear Commissioner Betz:

D&B Engineers and Architects, P.C. (D&B) as the Town's approved consultant for the above referenced contract, proposes the following tasks in accordance with this assignment:

Old Bethpage Landfill Groundwater Monitoring and Hydraulic Modeling

1. Hydraulic Monitoring

- a. Take groundwater level measurements on a quarterly basis at 55 wells to check the hydraulic containment system in exerting control over the volatile organic compounds (VOC) plume associated with the landfill.
- b. Coordinate and obtain water level readings from three (3) Farmingdale Water District supply wells.
- c. The water level data will be tabulated and plotted on base maps. This data will be coordinated with similar testing conducted by Nassau County at the Fireman's Training Center and the regulatory agencies at the Claremont Polychemical site.

2. Groundwater Quality and Monitoring

- a. Quarterly groundwater quality sampling rounds of 16 wells will be conducted for VOCs, total and dissolved metals and leachate parameters.



**"50 Years of Facing Challenges, Finding Solutions... Since 1965"**

Richard T. Betz, Commissioner  
Department of Public Works  
Town of Oyster Bay  
March 1, 2016

3. Additional Groundwater Sampling Requirements
  - a. If groundwater treatment is nearing "Termination Monitoring", additional monitoring of up to 20 wells may be required on an as-needed basis and any additional monitoring will require additional funding.
4. Quarterly and Annual Monitoring Reports
  - a. Draft quarterly and annual reports will be submitted to the Town and the Oversight Consultant.
  - b. A maximum of five (5) copies of the final report will be submitted.
5. Laboratory analyses of all samples will be conducted under a contract separate from this one as follows:
  - a. VOC analyses will be conducted by the Town of Oyster Bay Environmental Resource Laboratory.
  - b. Metals and wet chemistry analysis will be conducted by Pace Analytical Services, Inc. - Laboratories, 575 Broadhollow Road, Melville, NY 11747.
  - c. Equipment for this assignment will be provided by Pine Environmental Services, Inc.; Windsor Industrial, 92 North Main Street, Building 20, Windsor, NJ 08561.

D&B was informed at a meeting with DPW and Environmental Resource that the Clean Fill Phase 2 Groundwater Monitoring is no longer required.

D&B respectively requests an authorization of \$62,000 for the conductance of these tasks for 2016 and that the subcontractors, Pace Analytical Services, Inc.; along with Pine Environment Service, Inc. also be approved for this project.

If you have any questions or comments, please do not hesitate to contact me at (516) 364-9890, Ext. 3015.

Very truly yours,

  
Richard W. Lenz, P.E.  
Senior Associate

RWL/cf  
cc: M. Russo (TOB)  
T. Fox (D&B)  
\*3617RWL16LTR-01



22

335

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

JUNE 13, 2016

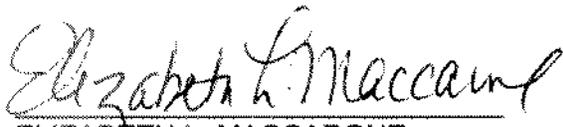
TO: MEMORANDUM DOCKET

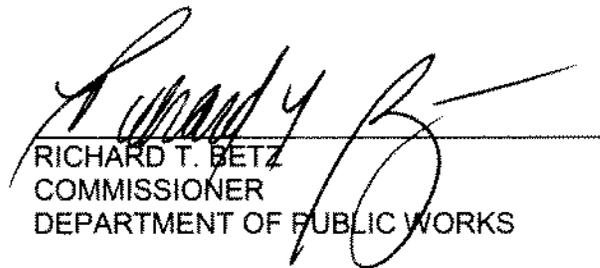
FROM: ELIZABETH L. MACCARONE                      RICHARD T. BETZ  
DEPUTY COMMISSIONER                      COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS              DEPARTMENT OF PUBLIC WORKS

SUBJECT: SUPPLEMENTAL MEMO TO ITEM NO. 32  
DOCKET OF JUNE 7, 2016  
ON-CALL CONSULTANT SERVICE REQUEST AND  
USE OF SUB-CONSULTANTS  
CONTRACT NO. PWC27-16  
OLD BETHPAGE LANDFILL GROUNDWATER MONITORING  
AND HYDRAULIC MODELING

In furtherance to Item No. 32 of the docket of June 7, 2016, the office of D&B Engineers and Architects, P.C. has requested in their attached letter of March 1, 2016 to utilize the services of Pace Analytical Services, Inc. and Pine Environmental Services, Inc., as sub-consultants relative to this project, for sampling equipment and sample analysis services.

It is hereby requested that the Town Board authorize the use of Pace Analytical Services, Inc. and Pine Environmental Services, Inc. as sub-consultants to D&B Engineers and Architects, P.C. for On-Call Engineering Services for Old Bethpage Landfill Groundwater Monitoring, Contract No. PWC27-16.

  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

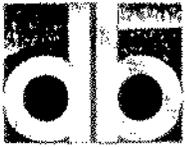
RTB/ELM/MR/dm

Attachment

cc: Leonard Genova, Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller  
Kathy Stefanich, Administrative Division/DPW  
Neil Bergin, Commissioner/Environmental Resources

PWC27-16 D&B DOCKET 2016 FUNDS SUPP -- SUB APPROVAL





**D&B ENGINEERS  
AND  
ARCHITECTS, P.C.** **50**  
YEARS  
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Stephen E. Tauss

March 1, 2016

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

Attn: Elizabeth L. Maccarone, Deputy Commissioner  
Department of Public Works

Re: Engineering Services for Groundwater Monitoring at  
Old Bethpage Landfill  
TOB Contract No. PWC27-16  
D&B No. 3617-02

Dear Commissioner Betz:

D&B Engineers and Architects, P.C. (D&B) as the Town's approved consultant for the above referenced contract, proposes the following tasks in accordance with this assignment:

Old Bethpage Landfill Groundwater Monitoring and Hydraulic Modeling

1. Hydraulic Monitoring

- a. Take groundwater level measurements on a quarterly basis at 55 wells to check the hydraulic containment system in exerting control over the volatile organic compounds (VOC) plume associated with the landfill.
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- a. Quarterly groundwater quality sampling rounds of 16 wells will be conducted for VOCs, total and dissolved metals and leachate parameters.



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Richard T. Betz, Commissioner  
Department of Public Works  
Town of Oyster Bay  
March 1, 2016

Page Two

3. Additional Groundwater Sampling Requirements
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  - a. Draft quarterly and annual reports will be submitted to the Town and the Oversight Consultant.
  - b. A maximum of five (5) copies of the final report will be submitted.
5. Laboratory analyses of all samples will be conducted under a contract separate from this one as follows:
  - a. VOC analyses will be conducted by the Town of Oyster Bay Environmental Resource Laboratory.
  - b. Metals and wet chemistry analysis will be conducted by Pace Analytical Services, Inc. - Laboratories, 575 Broadhollow Road, Melville, NY 11747.
  - c. Equipment for this assignment will be provided by Pine Environmental Services, Inc.; Windser Industrial, 92 North Main Street, Building 20, Windser, NJ 08561.

D&B was informed at a meeting with DPW and Environmental Resource that the Clean Fill Phase 2 Groundwater Monitoring is no longer required.

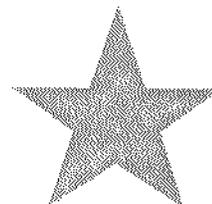
D&B respectfully requests an authorization of \$62,000 for the conductance of these tasks for 2016 and that the subcontractors, Pace Analytical Services, Inc.; along with Pine Environment Service, Inc. also be approved for this project.

If you have any questions or comments, please do not hesitate to contact me at (516) 364-9890, Ext. 3015.

Very truly yours,

  
Richard W. Lenz, P.E.  
Senior Associate

RWL/cf  
cc: M. Russo (TOB)  
T. Fox (D&B)  
•3617NRWL16LTR-01



WHEREAS, by Resolution No. 754-2015, adopted on December 15, 2015, the Town Board authorized and directed Cashin, Spinelli, & Ferretti, LLC, to provide on-call engineering services in connection with Contract No. PWC 06-16, On-Call Engineering Services Relative to Contract Administration, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memoranda dated June 3, 2016 and June 9, 2016, and Cashin, Spinelli, & Ferretti, LLC, by letter dated May 16, 2016, request Town Board authorization for Cashin, Spinelli, & Ferretti, LLC, to provide On-Call Engineering Services Relative to Contract Administration under Contract No. PWC 06-16, including part-time inspection, construction observation, contract administration, and construction closeout administration for the Syosset Fire Department Traffic Signal Installation, and further request that the Comptroller issue an encumbrance order in an amount of \$30,368.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008, Project ID No. 1503 HWYDB-03,

NOW, THEREFORE, BE IT RESOLVED, That upon the requests as hereinabove set forth, Cashin, Spinelli, & Ferretti, LLC is hereby authorized to proceed to provide services in connection with Contract No. PWC 06-16, On-Call Engineering Services Relative to Contract Administration, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$30,368.00, for Contract No. PWC 06-16, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008, Project ID No. 1503 HWYDB-03.

-#-

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

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

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

*MJ*  
Reviewed By  
Office of Town Attorney

33

337

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

June 3, 2016

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE DEPARTMENT OF PUBLIC WORKS  
RICHARD T. BETZ COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT: REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO. PWC 06-16  
SUPPLEMENTAL MEMO TO FOLLOW

---

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on June 21, 2016.

*Elizabeth L. Maccarone*  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

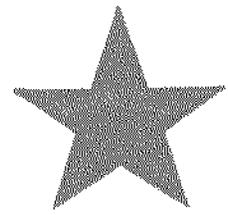
*Richard T. Betz*  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/BK/dm

cc: Leonard Genova, Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller  
Kevin M. Hanifan, Commissioner/Highways  
Kathleen Stefanich, DPW Administration

PWC06-16 SYOSSET TRAFFIC SIGNAL INSTALL RESERVE A SPACE

RECEIVED  
SURVEY AFFAIRS



337

23

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

June 9, 2016

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE                      RICHARD T. BETZ  
DEPUTY COMMISSIONER                      COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS              DEPARTMENT OF PUBLIC WORKS

SUBJECT: SUPPLEMENTAL TO ITEM NO.33  
DOCKET OF JUNE 7, 2016  
ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC06-16  
ON-CALL CONTRACT ADMINISTRATION  
ACCOUNT NO.: HWY H 5197 20000 000 1503 008  
PROJECT ID NO. 1503 HWYDB- 03

The consultant, Cashin, Spinelli & Ferretti, LLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC06-16 by Resolution No. 754-2015 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated May 16, 2016 from Cashin, Spinelli & Ferretti, LLC regarding the scope of work to be performed in an amount not to exceed \$30,368.00. Services to be performed include part-time inspection, construction observation, contract administration, and construction closeout administration for the Syosset Fire Department Traffic Signal Installation.

Attached is an availability of funds in the amount of \$30,368.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1503 008. These funds are utilized from remaining balances of the 2015 Capital Budget.

It is hereby requested that the Town Board authorize by Resolution Cashin, Spinelli & Ferretti, LLC, under Contract No. PWC06-16, On-Call Engineering Services Relative to Contract Administration and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

*Elizabeth L. Maccarone*

ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

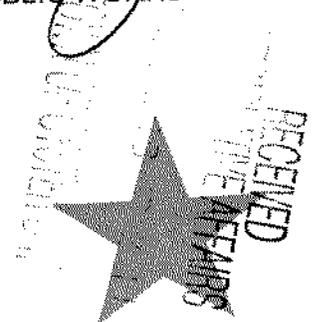
RTB/ELM/MR/BK/dm

Attachment

cc: Leonard Genova, Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller  
Kathy Stefanich, Administrative Division/DPW

*Richard T. Betz*

RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



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

June 6, 2016

To: ROBERT S. DARIENZO  
DIRECTOR OF FINANCE

From: ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

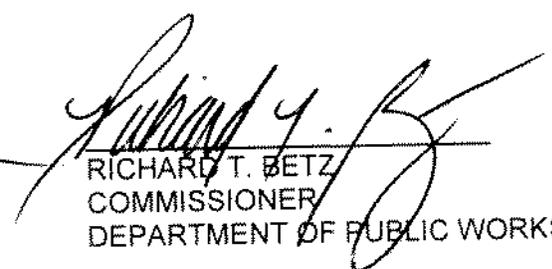
Subject: REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO PWC 06-16  
CASHIN, SPINELLI & FERRETTI, LLC  
CONTRACT ADMINISTRATION

---

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

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

  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm  
Attachments

PWC 06-16 \$30,368.00 CSF DOCX



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



Requesting Division/Department \_\_\_\_\_

Parks

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

Contract Number PWC06-16

Contract Period January 1, 2016 through December 31, 2017

Consultant/Contractor Cashin, Spinelli & Ferretti, LLC

Discipline Contract Administration

Total Authorization \$ 30,368.00 (PM)

Resolution No. 754-2015 Date 12/15/2015 (PM)

Funded To Date Ø (PM)

Amount Requested \$30,368.00

Account To Be Used Acc# HWY H 5197 20000 000 1503 008 / Proj ID 150.3 HWY DB 03

If Capital Account, State The Related Contract Number: DP15-129

**Description Of Work**

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

Funds are required for part-time inspection, construction observation,

contract administration, and construction closeout administration. Syosset F.D. Traffic Sign - Sy.

Work To Be Completed In Contract Period: Yes  No

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

Required Insurances Are In Effect: Yes  No

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

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

Amount of Bond \$ \_\_\_\_\_

**Requesting Division/Department**

Signature [Signature]  
**COMMISSIONER OF HIGHWAY**  
 Title \_\_\_\_\_  
 Date 5-25-16

**DPW Approval**

Only To Be Executed By The Commissioner

Signature [Signature]  
 Title Commissioner of Public Works  
 Date 6/6/16

**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 30,368.00

Unencumbered Balance 30,368.00

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

Signature [Signature] Date 6/6/16



# TOWN OF OYSTER BAY



## WORK ORDER

*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2016

Contract No. PWC06-16

Contract End 12/31/2017

Commencement Date \_\_\_\_\_

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

Vendor Name and Address

Cashin, Spinelli & Ferretti, LLC

801 Motor Parkway

Suite 103, Happaugue, NY 11788

Requesting Town Department Parks

Contact Brian Kunzig Phone 677-5741

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

Funds are required for part-time inspection, construction observation,

contract administration, and construction closeout administration.

Syosset F.D Traffic Syosset.

**This work order shall not exceed \$ 30,368.00**

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature

Signature

**COMMISSIONER OF HIGHWAY**

Commissioner of Public Works

Date

5-25-16

Date

6/6/16



**Cashin Spinelli & Ferretti, LLC**

SURETY CONSULTING • MUNICIPAL PLANNING • CONSTRUCTION MANAGEMENT

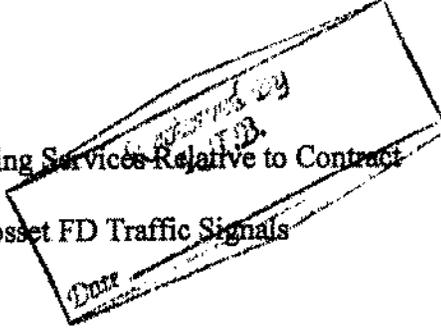
New York • Connecticut • Pennsylvania • Illinois

*Mark Buer*

May 16, 2016

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

Re: **DPW Contract No:** PWC 06-16  
**DPW Contract Name:** On-Call Engineering Services Relative to Contract Administration  
**Task:** Installation of Syosset FD Traffic Signals  
**Funding Request Amount:** \$30,368.00  
**CSF#:** 40:1313



Dear Commissioner Betz:

Cashin Spinelli & Ferretti, LLC ("CSF") is pleased to submit this proposal for contract administration services with respect to the Installation of Syosset FD Traffic Signals in Syosset, New York on behalf of the Town of Oyster Bay ("Town"). This project includes the installation of new traffic signals on Cold Spring Road in Syosset at the Syosset Firehouse as well as the exits from the Town's Syosset LIRR parking field and CVS.

CSF's services under this proposal would cover the administration of the construction contract.

The professional services proposed would include:

**Construction Phase Services:**

- Provide part-time inspection/construction observation;
- Facilitate progress meetings;
- Review contractor submittals;
- Review contractor requisitions for payment;
- Attend meetings with Town and Fire District;
- Contract administration; and
- Construction closeout administration.

The construction contract duration is 60 calendar days, however, in discussions with Welsbach Electric of Long Island ("Welsbach"), the actual on site construction activities are anticipated to be a maximum of 4 weeks. Therefore we have included in this proposal inspection/observation for a four week duration. Following substantial completion, a 2 week closeout period is included.

801 Motor Parkway, Suite 103, Hauppauge, New York 11788  
T: 631.737.9170 | F: 631.737.9171 | [www.csflc.com](http://www.csflc.com)

Richard T. Betz, Commissioner  
May 16, 2016  
Page 2 of 2

Based on the scope of services as described above, CSF respectfully requests funding in the amount of \$30,368.00 under the new two (2) year contract term commencing January 1, 2016 through December 31, 2017. The low bid received from Welsbach for this project is \$162,200.00.

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

Yours truly,

**CASHIN SPINELLI & FERRETTI, LLC**



Bruce Strum, AIA  
Director of Architecture

Enc.

cc: Michael W. Spinelli, AIA  
Stephen P. Ferretti, Director of Project Management  
Harold B. Mayer, Jr., Director of Municipal Services

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

*John B*  
REVIEWED BY  
K.M.H.  
DATE: 5/25/16

May 24, 2016

2016 MAY 25 A 10:37

TO : KEVIN HANIFAN, COMMISSIONER, DEPARTMENT OF HIGHWAYS

FROM: ELIZABETH L. MACCARONE DEPUTY COMMISSIONER DEPARTMENT OF PUBLIC WORKS RICHARD T. BETZ COMMISSIONER DEPARTMENT OF PUBLIC WORKS

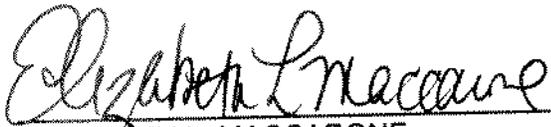
SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO. PWC06-16  
ON-CALL CONTRACT ADMINISTRATION  
CASHIN, SPINELLI & FERRETTI, LLC

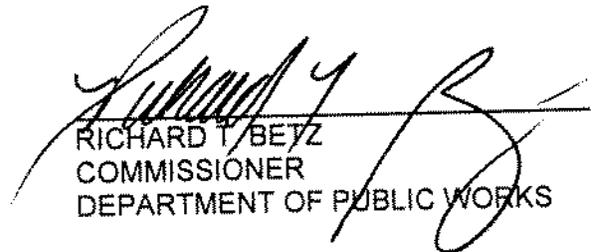
The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$30,368.00.

Funds are required for part-time inspection and construction observation as well as contract administration and construction closeout as per the attached letter from Cashin, Spinelli & Ferretti, LLC, dated May 16, 2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$30,368.00 and Resolution No. 754-2015 authorizing Cashin, Spinelli & Ferretti, LLC for on-call services.

If you have any questions, please contact Brian Kunzig, Division of Engineering, at extension 5741.

  
ELIZABETH L. MACCARONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RICHARD T. BETZ  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

VERIFIED:

  
DIANE I. MARX  
ENGINEERING DIVISION  
DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR:BK:dm  
Attachments

C: Kathleen Stefanich, Administration/DPW

PWC06-16 AVAIL 30368 CSF SYOSSET TRAFFIC SIGNAL INSTALL

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request and recommend that Cashin, Spinelli & Ferretti, LLC, John A. Grillo Architect, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, Schneider Engineering, PLLC, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP and Nassau Suffolk Engineers & Architecture, PLLC be authorized to provide on-call engineering services in connection with Contract No. PWC06-16, On-Call Engineering Services Relative to Contract Administration, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Cashin, Spinelli & Ferretti, LLC, John A. Grillo Architect, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, Schneider Engineering, PLLC, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP and Nassau Suffolk Engineers & Architecture, PLLC, have an open-ended service agreement with the Town under which the services will be provided; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and in connection with Contract No. PWC06-16, Cashin, Spinelli & Ferretti, LLC, John A. Grillo Architect, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, Schneider Engineering, PLLC, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP and Nassau Suffolk Engineers & Architecture, PLLC are hereby authorized and directed to provide on-call engineering services, from January 1, 2016 through December 31, 2017; and be it further

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

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works

Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, by Resolution No. 441-14, adopted on June 17, 2014, this Town Board authorized the Supervisor to enter into Contract No. PWC 060-14, On-Call Planning Services, with Cashin, Spinelli & Ferretti, LLC, for a period of one (1) year, from January 1, 2014 through December 31, 2014, with two (2) one (1) year extension options, to provide the Department of Planning and Development with technical assistance relating to various issues; and

WHEREAS, Diana S. Aquiar, Deputy Commissioner of the Department of Planning and Development, by memoranda dated June 6, 2016 and June 13, 2016, recommends that the Town Board exercise the second one (1) year extension, for the period nunc pro tunc from January 1, 2016 through December 31, 2016, in an amount not to exceed \$485,000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as set forth above is hereby accepted, and this Town Board hereby ratifies and authorizes the second one (1) year extension of Contract No. PWC 060-14, On-Call Planning Services, with Cashin, Spinelli & Ferretti, LLC, for the period nunc pro tunc from January 1, 2016 through December 31, 2016, in an amount not to exceed \$485,000; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. PAD B 3620 44800 000 0000.

-#-

745  
Reviewed By  
Office of Town Attorney

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

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

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

338

Town of Oyster Bay  
Department of Planning and Development

Inter-Departmental Memo

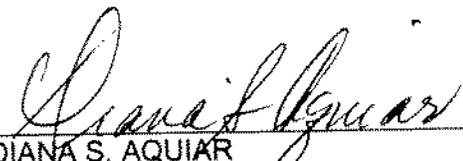
June 13, 2016

TO: MEMORANDUM DOCKET  
FROM: DIANA S. AQUIAR  
Deputy Commissioner  
SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 24  
ON DOCKET OF JUNE 7, 2016  
ON-CALL PLANNING SERVICES – PWC 060-14  
CASHIN, SPINELLI & FERRETTI, LLC  
CONTRACT EXTENSION

In furtherance to Item 24 of the docket of June 7, 2016, on June 17, 2014, the Town Board adopted Resolution No. 441-14 authorizing the Supervisor to enter into a Consultant Agreement with Cashin, Spinelli & Ferretti, LLC to perform consulting services for a one (1) year period, with two (2) one (1) year extension options.

In view of the above and whereas Cashin, Spinelli & Ferretti, LLC has provided exceptional service response to the requests made through the Department of Planning and Development, we are hereby respectfully requesting that Contract #PWC 060-14 for On-Call Planning Services be extended for the 2<sup>nd</sup> one-year extension for the period January 1, 2016 (*nunc pro tunc*) through December 31, 2016, for an amount not to exceed \$485,000.00.

Authorization for calendar year 2016 will be for a total of \$485,000.00 and these funds are available in Account No. PAD B 3620 44800 000 0000. This authorization and others charged to this account will not exceed the 2016 budget.

  
DIANA S. AQUIAR  
Deputy Commissioner

:dsa  
cc: Leonard Genova, Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller



Meeting of June 17, 2014

Reviewed by  
Office of Town Attorney  
*[Signature]*

WHEREAS, in connection with Contract No. PWC 060-14, On-Call Planning Services, Frederick P. Ippolito, Commissioner of the Department of Planning and Development, and Diana S. Aquiar, Deputy Commissioner of the Department of Planning and Development, by memorandum dated June 3, 2014, have recommended that the Supervisor be authorized, nunc pro tunc from January 1, 2014, to enter into an agreement with Cashin, Spinelli & Ferretti, LLC, 801 Motor Parkway, Suite 103, Hauppauge, New York 11788, for a period of one (1) year, from January 1, 2014 through December 31, 2014, with two (2) one (1) year extension options to provide the Department with technical assistance relating to various issues, for an amount not to exceed \$1,200,000,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and in connection with Contract No. PWC 060-14, the Supervisor is hereby authorized, nunc pro tunc from January 1, 2014, to enter into an agreement with Cashin Spinelli & Ferretti, LLC, for a period of one (1) year, from January 1, 2014 through December 31, 2014, with two (2) one (1) year extension options, to provide the Department with technical assistance relating to various issues, for an amount not to exceed \$1,200,000; and be it further

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

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
P S D



Town of Oyster Bay  
Department of Planning and Development

Inter-Departmental Memo

June 6, 2016

TO: MEMORANDUM DOCKET  
FROM: TIMOTHY R. ZIKE Deputy Commissioner      DIANA S. AQUIAR Deputy Commissioner  
SUBJECT: SAVE A SPACE ON THE TOWN BOARD CALENDAR OF JUNE 21, 2016  
AWARD OF ON-CALL PLANNING SERVICES  
SUPPLEMENTAL MEMO TO FOLLOW

It is respectfully requested that the Memorandum Docket Committee save a space on the Town Board Calendar of June 21, 2016 for an item from this Department regarding On-Call Planning Services.

*Timothy R. Zike*  
TIMOTHY R. ZIKE  
Deputy Commissioner

*Diana S. Aquiar*  
DIANA S. AQUIAR  
Deputy Commissioner

:dsa  
cc: Leonard Genova, Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller

DAquiar/l



Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, Diana Aquiar, Deputy Commissioner of the Department of Planning and Development, by memoranda dated June 6, 2016 and June 13, 2016, advised that by Resolution 821-2014, the Town Board authorized a one-year agreement with On-Time Reporting, Inc., to provide stenographic services for the Zoning Board of Appeals, with options for two, one-year extensions; and

WHEREAS, based upon past performance, the Department of Planning and Development is requesting that the Town Board exercise the second, one-year extension option, with On-Time Reporting, Inc., nunc pro tunc from January 1, 2016 through December 31, 2016; and

WHEREAS, the Department of Planning and Development further requests that the Town Board increase the authorization under Resolution 821-2014 to an amount not to exceed \$30,000.00 in order to cover anticipated expenses for the transcription of Zoning Board of Appeals proceedings and the production of transcripts,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and On-Time Reporting, Inc. is authorized to provide stenographic services to the Zoning Board of Appeals nunc pro tunc from January 1, 2016 through December 31, 2016, in an amount not to exceed \$30,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. PAD B 8010 44120 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

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

Town of Oyster Bay  
Department of Planning and Development

Inter-Departmental Memo

June 13, 2016

TO: MEMORANDUM DOCKET  
FROM: DIANA S. AQUIAR  
Deputy Commissioner  
SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 9  
ON DOCKET OF JUNE 7, 2016  
STENOGRAPHER SERVICES FOR THE ZONING BOARD OF APPEALS  
CONTRACT EXTENSION  
ON-TIME REPORTING, INC.

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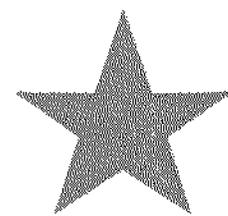
On December 16, 2014, the Town Board adopted Resolution No. 821-2014 authorizing the Supervisor to enter into an agreement with On-Time Reporting, Inc. to perform stenographic services for the Zoning Board of Appeals for a one (1) year period, with two (2) one (1) year extension options in an amount not to exceed \$10,000.00.

In view of the above and whereas On-Time Reporting, Inc. has provided exceptional service and rapid response to the requests made through the Zoning Board of Appeals and the Department of Planning and Development, we are hereby respectfully request that Stenographic Services be extended for the second (2<sup>nd</sup>) one (1) year extension for the period January 1, 2016 (*nunc pro tunc*) through December 31, 2016.

The contract terms remain as follows:

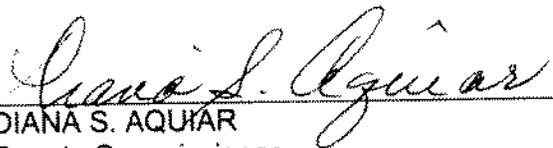
Evening Session Appearance	\$85.00/3 hours
	\$30.00 for each additional hour
Original Transcribed*	\$5.85/page
*2 copies of digital PDF provided with original	

Additionally, it is respectfully requested that the annual amount of \$10,000.00 be increased to an amount not to exceed \$30,000.00. The additional funds are necessary to cover anticipated expenses for transcribing and production of minutes for the remaining calendar year.



June 13, 2016  
Page Two

Authorization for calendar year 2016 will be for a total of \$30,000.00 and these funds will be available in Account No. PAD B 8010 44120 000 0000.

  
\_\_\_\_\_  
DIANA S. AQUAR  
Deputy Commissioner

:dsa  
cc: Leonard Genova, Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller



Meeting of December 16, 2014

RESOLUTION NO. 821-2014

WHEREAS, Frederick P. Ippolito, Commissioner of the Department of Planning and Development, by memorandum dated November 20, 2014, requests Town Board authorization for the Supervisor to enter into an agreement with On Time Court Reporting Inc., to provide stenographic services for the Zoning Board of Appeals, from January 1, 2015 through December 31, 2015, in an amount not to exceed \$10,000.00, with two (2), one (1) year extension options,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor is hereby authorized to enter into an agreement with On Time Court Reporting Inc., to provide stenographic services for the Zoning Board of Appeals, January 1, 2015 through December 31, 2015, in an amount not to exceed \$10,000.00, with two (2), one (1) year extension options; 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 shall be drawn from Account No. PAD-B8010-44120, or any other appropriate account.

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
P&D

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



Town of Oyster Bay  
Department of Planning and Development

Inter-Departmental Memo

June 6, 2016

TO: MEMORANDUM DOCKET  
FROM: TIMOTHY R. ZIKE Deputy Commissioner DIANA S. AQUIAR Deputy Commissioner  
SUBJECT: SAVE A SPACE ON THE TOWN BOARD CALENDAR OF JUNE 21, 2016  
STENOGRAPHIC SERVICES TO THE ZONING BOARD OF APPEALS  
SUPPLEMENTAL MEMO TO FOLLOW

It is respectfully requested that the Memorandum Docket Committee save a space on the Town Board Calendar of June 21, 2016 for an item from this Department regarding Stenographic Services to the Zoning Board of Appeals.

*Timothy R. Zike*  
TIMOTHY R. ZIKE  
Deputy Commissioner

*Diana S. Aquiar*  
DIANA S. AQUIAR  
Deputy Commissioner

:dsa  
cc: Leonard Genova, Town Attorney (w/19 copies)  
Robert J. McEvoy, Comptroller

DAquiar/I



WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, and George Baptista, Deputy Commissioner of the Department of Parks, by memoranda dated June 6, 2016 and June 9, 2016, advised that on February 11, 2016, the Parks Department issued a Request for Proposal for "Summer Camp Programs"; and

WHEREAS, in response to that Request for Proposals, three (3) responses were timely received by the Department of Parks; and

WHEREAS, after review of all of the responses that were received by the Department of Parks, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, the Department of Parks recommends and requests that the Town Board authorize the Supervisor to enter into an agreement with Zoda, LLC d/b/a Mad Science of Long Island, P.O. Box 401, Woodmere, NY 11598, to provide youth science enrichment camp programs for one (1) year, effective July 1, 2016 and terminating on June 30, 2017, with the option of five (5) one year, mutually agreed upon, extensions, and Zoda, LLC d/b/a Mad Science of Long Island, shall pay the Town 12% of the annual gross registration receipts each year; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is hereby approved, and the Supervisor is hereby authorized to execute any and all documents necessary to enter into an agreement with Zoda, LLC d/b/a Mad Science of Long Island, P.O. Box 401, Woodmere, NY 11598.

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

Reviewed By  
Office of Town Attorney

*Frank A. Nocerino*  
Commissioner



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

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

TO: Memorandum Docket

FROM: George Baptista, Jr. Deputy Commissioner

THROUGH: Frank A. Nocerino, Commissioner  
Department of Parks

DATE: June 9, 2016

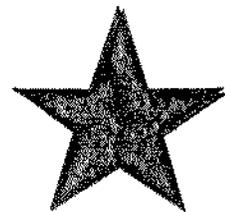
SUBJECT: Supplemental Memorandum – Docket of June 7, 2016, Item #13,  
Contract Award for the Summer Camp Program – Zoda, LLC.

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Pursuant to the Town of Oyster Bay Procurement Policy, the Department of Parks released a Request for Proposal (RFP) for "Summer Camp Programs" through a public notice that was printed in Newsday on Thursday, February 11, 2016.

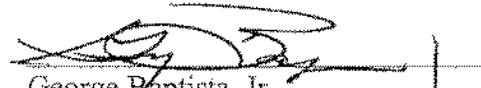
The Parks Department received three proposals from the following respondents: RLEntertainment, LLC., US Sports Institute Inc., and Zoda, LLC., as of the return date of Tuesday, March 1, 2016. The respondent Zoda, LLC. submitted a proposal to offer a summer camp that provides science enrichment activities at John J. Burns Park, Haypath Park, and Ellsworth Allen Park. The proposal was reviewed and graded pursuant to the provisions of the Town of Oyster Bay's Procurement Policy and satisfied the requirements of the RFP.

The attached contract with Zoda, LLC. will provide youth science enrichment and similar camp programs that best utilize the building and amenities at various Town facilities.



The Department of Parks respectfully requests that the Town Board authorize the Supervisor to enter into a contract (attached) with Zoda, LLC., effective July 1, 2016 through June 30, 2017 with five (5) one (1) year option extensions. The concessionaire shall pay the Town 12% of the gross registration receipts.

  
Frank A. Nocerino  
Commissioner

  
George Baptista, Jr.  
Deputy Commissioner

FAN:GB:ca  
Attachments  
cc: Town Attorney (original with 19 copies)



INFORMATION PAGE

WEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD UNDERWRITERS INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 10456

Company Code: 6



00047  
\*3500245PM30490101



POLICY NUMBER: 45 WEC PM3049  
Previous Policy Number: 45 WEC PM3049  
HOUSING CODE: SA

Suffix	
LARS	RENEWAL
	10

1. Named Insured and Mailing Address: ZODA, LLC  
(No., Street, Town, State, Zip Code)

(SEE ENDT)

FEIN Number: 542110573 P.O. BOX 401  
WOODMERE, NY 11598

State Identification Number(s):  
UIN:

The Named Insured is: LIMITED LIABILITY COMPANY  
Business of Named Insured: SCHOOL - COMMERCIAL NOC FOR PR  
Other workplaces not shown above: 75 HOWE COURT  
WOODMERE NY 11598

2. Policy Period: From 10/19/15 To 10/19/16  
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: HYLANT GROUP INC

PO BOX 1687  
TOLEDO, OH 43603  
Producer's Code: 456389

Issuing Office: THE HARTFORD  
8711 UNIVERSITY EAST DRIVE  
CHARLOTTE NC 28213  
(877) 853-2582

Total Estimated Annual Premium: \$3,576

Deposit Premium:

Policy Minimum Premium: \$292 NY

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Susan S. Castarada*  
Authorized Representative



3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: NY

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**

WC 00 03 08 WC 00 04 21D WC 00 04 22B WC 31 04 02 WC 99 03 65  
SEE ENDT

4. **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8868 SCHOOL - PROFESSIONAL EMPLOYEES & CLERICAL	327,600	.84	2,752
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			2,752
NY - MERIT RATING CREDIT (9884)			1.000
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			2,752
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			2,752
EXPENSE CONSTANT (0900)			200
NEW YORK STATE ASSESSMENT (0932) 13.20 PERCENT			394
TERRORISM (9740)			327,600 .060 197
TERRORISM (9740) PER CAPITA 2.9 PERCENT			0
CATASTROPHE (9741)			327,600 .010 33
CATASTROPHE (9741) PER CAPITA 0.7 PERCENT			0
TOTAL ESTIMATED ANNUAL PREMIUM			3,576

Total Estimated Annual Premium:	\$3,576
Deposit Premium:	
Policy Minimum Premium:	\$292 NY

Interstate/Intrastate Identification Number: / 000843387

Labor Contractors Policy Number:

NAICS: 611699  
SIC: 8299  
UIN:  
NO. OF EMP: 0000





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2015

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 Cylant Group Inc - Toledo 11 Madison Ave Toledo OH 43604	CONTACT NAME:		
	PHONE (AG No. Ext): 419-255-1020	FAX (AG No.):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A Philadelphia Indemnity Ins Co			18058
INSURER B Philadelphia Insurance Companies			5777
INSURER C Hartford Underwriters Ins Co			80104
INSURER D:			
INSURER E:			
INSURER F:			

INSURED: ZODAL-1  
Zoda, LLC dba Mad Science Long Island  
Zoda, LLC dba Schoolhouse Chess of Long Island  
P.O. Box 401  
Woodmere NY 11598

COVERAGES CERTIFICATE NUMBER: 1429949695 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.

IS/TS	TYPE OF INSURANCE	ADDITIONAL INSURER	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		PHPK1395764	9/23/2015	9/23/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 A&M \$500,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS Hired Autos			PHPK1395764	9/23/2015	9/23/2016	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
X	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB515331	9/23/2015	9/23/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/R	N/A	45WECPM3049	10/19/2015	10/19/2018	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Certificate Holder is included as an Additional Insured-ATIMA per attached CG2010.

CERTIFICATE HOLDER Town of Oyster Bay Attn Douglas Tirpado 977 Hicksville Road Massapequa NY 11758	CANCELLATION 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 <i>MILL</i> Reviewed By
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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):	Location(s) Of Covered Operations
Town of Oyster Bay	

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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations as a principal as a part of the same project.

Reviewed By  
Office of Town Attorney

*Mark A. Kelly* Page 1 of 1

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

This Agreement is made this 6<sup>th</sup> day of April 2016, by Zoda LLC dba Mad Science of LI (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 June 27<sup>th</sup>, 2016 through Sept. 2<sup>nd</sup>, 2016.

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:

Zoda LLC dba Mad Science of LI

Address of Organization:

P.O. Box 401  
Woodmere, NY 11598

By: [Signature]  
Authorized Representative

Title: owner / manager

Telephone Number: 516-668-1111



AGREEMENT

DATED:

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN", acting for and on behalf of the DEPARTMENT OF PARKS, and hereinafter referred to as the "DEPARTMENT";

ZODA LLC, d/b/a MAD SCIENCE of LONG ISLAND, having a place of business at P.O. Box 401, Woodmere, NY 11598 and hereinafter referred to as "LICENSEE".

WITNESSETH:

WHEREAS, it is the general intent and purpose of this Agreement to secure the efficient and beneficial operation of a Science Enrichment Program at various TOWN parks, and

WHEREAS, LICENSEE has submitted a response to a Request for Proposals, which response has been selected as the most beneficial, and is attached hereto and made a part hereof; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

USE

1. LICENSEE shall occupy and use the premises located at the parks as noted in Paragraph 3, or other park facilities with written approval by the Commissioner of Parks for no other purposes than intended, and contemplated by this Agreement.
2. TOWN will provide or otherwise make available an interior space, at each facility as noted in Paragraph 3, sufficient to accommodate 25 children with tables and chairs, as well as access to water and electricity.



PURPOSE

3. LICENSEE agrees to implement and administer a Science Enrichment Program at the park facilities noted below:

1. John J. Burns Park -- Massapequa
2. Haypath Park -- Old Bethpage
3. Ellsworth Allen Park -- Farmingdale
4. Other Town Facilities when approved in writing by the Commissioner of Parks

4. LICENSEE agrees to provide experienced and trained staff to work with the TOWN to create and manage programs, including science enrichment activities, and youth based summer camp programs that will provide activities approved by the Commissioner of Parks.

5. LICENSEE agrees to develop and implement security and safety programs for the Science Enrichment Program, including emergency protocols and safety procedures. These protocols and procedures shall be submitted annually to the Commissioner of Parks in advance of the program commencement for review and comment.

MAINTENANCE OF PREMISES

6. TOWN shall be responsible for maintaining or causing to be maintained the grounds and building exterior in a safe, functional and clean condition. Exterior maintenance includes routine pick-up and removal of trash not produced by the programs ran by LICENSEE, and customary grounds maintenance including but not limited to mowing, landscaping, watering, pest management, fertilizing and snow removal except as otherwise noted.

7. LICENSEE shall clean and remove any litter, rubbish and garbage generated by the operation of the daily summer Science Enrichment Program sessions and place them in appropriate containers for collection and disposal by the TOWN.



### YOUTH SCIENCE ENRICHMENT PROGRAMS

8. LICENSEE shall develop youth science enrichment and similar summer camp programs that best utilize the building and amenities and provide meaningful recreation activities.
9. LICENSEE shall submit a description of programs and associated fees to Commissioner of Parks for approval prior to the implementation of the program.
10. TOWN residents shall receive priority placement in any and all LICENSEE Summer Enrichment Programs.

### SCHEDULING

11. LICENSEE may schedule any and all of its programs at times and days that best suit the needs of LICENSEE and the programs, subject to review and approval by the Commissioner of Parks.
12. LICENSEE may, at its own discretion, cancel any activity if enrollment is insufficient to sustain the activity. LICENSEE shall be responsible to notify the Commissioner of Parks in the event of said cancellation. LICENSEE is solely responsible to notify the parents of enrolled children.

### PERSONNEL

13. LICENSEE agrees to have a sufficient number of trained, qualified attendants on duty to insure the proper operation of the program. Said personnel will be employed by and will be employees of LICENSEE, subject, however, to the approval of the TOWN. LICENSEE agrees to replace any attendant or employee of LICENSEE, whenever required to do so by TOWN, due to inefficient work habits, discourtesy to the public or other cause. LICENSEE agrees that a manger or an assistant will be on duty during all operating hours.



LICENSES AND PERMITS

14. LICENSEE agrees to procure, at its own cost and expense, all permits or licenses necessary for the operation of the summer camp pursuant to this Agreement.

15. LICENSEE assumes all risk in the operation of the facilities and agrees to comply with all federal, state and local regulations, and all rules, regulations and ordinances of the TOWN, as well as rules and regulations of the DEPARTMENT.

POSSESSION

16. It is expressly understood and agreed that no building space or equipment is leased to LICENSEE. During the term of this Agreement, LICENSEE shall have use of the premises, as designated in Paragraph 3.

TITLE TO EQUIPMENT

17. Title to all equipment provided by LICENSEE shall remain with LICENSEE, and such equipment shall be removed by LICENSEE at the termination of this Agreement. Should any property remain at the premises after such expiration or termination, the TOWN shall notify the LICENSEE to remove such property with ten (10) days from the date of such writing, and if the LICENSEE should fail to remove such property, TOWN may deal with such as though same had been abandoned, and charge all cost and expenses incurred in the removal thereof to LICENSEE. The LICENSEE's obligation to observe and perform all the terms, covenants, and conditions of this Agreement shall survive the expiration or other termination thereof. If LICENSEE's equipment is removed, LICENSEE shall return all premises to their original condition to the satisfaction of the Commissioner of Parks.

18. Any equipment provided by the LICENSEE shall be age appropriate, safe and work in the way in which such equipment is intended.



DAMAGE TO EQUIPMENT

19. LICENSEE shall agree to be responsible for loss or damage to property turned over to it by TOWN, or by its duly appointed representative or by a patron of the facilities, if damage or loss occurs by reason of the fault or negligence of LICENSEE, its patrons, employees or suppliers.

20. LICENSEE shall grant access to TOWN personnel for inspection purposes.

WAIVER OF CLAIMS

21. LICENSEE waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the water supply systems, drainage systems, gas mains, electrical apparatus or wires furnished for the premises, or by reason of any loss of any gas supplies, water supplies, heat or current which may occur from time to time from any cause, or for any loss or damage resulting from fire, water, tornado, civil commotion or riot, or any other reasons whatsoever. LICENSEE releases and discharges TOWN and its agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, or other reason except the TOWN's own negligence. LICENSEE further waives any and all claims for compensation, refund of its investment, if any, or any other payments whatsoever in the event this Agreement is terminated by TOWN sooner than the fixed term, pursuant to the provisions for termination as contained herein.

INSURANCE AND WORKER'S COMPENSATION

22. LICENSEE agrees to provide the required Certificates of Insurance prior to the program commencement.

23. The LICENSEE 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 License Agreement, a policy of comprehensive general liability and products liability insurance on which the LICENSEE 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 LICENSEE'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.

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

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

26. Such policies shall be issued in the name of TOWN as an additional insured. Copies of the aforementioned insurance must be filed with the TOWN. No such insurance policy shall be cancelled without thirty (30) days prior written notice to the TOWN. The failure of LICENSEE to maintain such insurance policies, and to furnish such policies and/or certificates, shall 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. The LICENSEE shall provide an endorsement page indicating the TOWN as an additional insured.

27. LICENSEE agrees to provide the required Certificate of Insurance prior to commencement of the program.

#### TERMINATION OF AGREEMENT

28. TOWN has the right to terminate the Agreement if:

- (a) LICENSEE does not make prompt payment to the TOWN in accordance with Paragraph 33 herein;
- (b) LICENSEE is adjudged bankrupt or makes an assignment for the benefit of creditors;
- (c) A receiver or liquidator is appointed for LICENSEE for any of its



property;

- (d) LICENSEE, after notice or warnings from the Commissioner of Parks, does not furnish adequately skilled personnel or proper materials;
- (e) LICENSEE does not, in the opinion of Commissioner of Parks, fulfill its obligations, or any part thereof, with diligence;
- (f) LICENSEE does not make prompt payment to persons supplying labor or materials for the work;
- (g) LICENSEE does not comply with all laws, ordinances, rules, or provisions governing this Agreement, or the instructions of the Commissioner of Parks, or is otherwise in violation of any provisions of the Agreement; or
- (h) LICENSEE is in violation of any law, rule, regulation or judicial order, which the TOWN deems to affect the faithful performance of this contract;
- (i) The area this Agreement encompasses is sublet by the LICENSEE;
- (j) The Agreement or any claim under it is assigned by LICENSEE.
- (k) The TOWN, without prejudice or waiver of any of its rights or interests, has the right to terminate this Agreement, declare LICENSEE in default, and after eight (8) calendar days, or earlier in cases of emergency, after forwarding a notice to LICENSEE and sureties at its last known address, may assume possession and control of all materials, equipment or operations under the contract. TOWN may thereupon undertake all appropriate measures for the completion of the Agreement. Under such default, TOWN has the further right to take possession of and utilize the materials, supplies, plant and equipment on the site or stored in LICENSEE's allocated facilities, which are necessary for completion of this Agreement.

MODIFICATION

29. This Agreement may be modified from time to time by agreement, in writing, duly executed by TOWN and LICENSEE, but no modification of this Agreement shall be effected until the same has been agreed to in writing, and duly executed by the Supervisor of the TOWN.



TRANSFER OR ASSIGNMENT

30. LICENSEE shall not sell, mortgage, or parcel out this Agreement, or any interest herein, or consent, allow or permit any other person or party to use any part of the premises, buildings, or space except as provided by this Agreement, nor shall this Agreement be transferred by operation of law; it being the purpose and spirit of the instrument to be issued to grant the Agreement and privilege solely to LICENSEE.

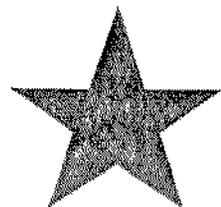
31. LICENSEE agrees that it is, and shall at all times be deemed to be, an independent contractor, and it shall not, in any manner whatsoever, by its actions or deeds, commit the TOWN to any obligation irrespective of the nature thereof, and it shall not, at any time or for any purpose, be deemed an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

TERM

32. Unless sooner terminated or extended as herein provided, the terms of this Agreement shall consist of a one year period commencing July 1, 2016, and terminating June 30, 2017 with five (5) one (1) year option extensions, upon request by the LICENSEE and at the sole option of the TOWN. This Agreement may be cancelled at any time by either party giving to the other not less than ninety (90) days written notice, that on or after a date certain, the Agreement shall be deemed terminated and cancelled.

33. LICENSEE shall pay to the TOWN 12% of gross registration receipts. Payment to the Town shall be provided no later than sixty (60) days from the last day of the Science Enrichment Programs.

34. LICENSEE will not owe the TOWN for cancelled sessions.



BOOKS AND RECORDS

35. LICENSEE shall keep the following books and records for purposes of inspection by the TOWN at reasonable times and upon notice in writing of said request to inspect. Any information which is computerized may be supplied in electronic format:

- (A) Account books;
- (B) Gross Sales statements;
- (C) Contracts for programming;
- (D) Daily sheets for count utilization.

36. LICENSEE shall furnish the Town with a statement of Gross Sales within thirty (30) days after the close of each month reflecting Gross Sales for that month.

37. At its own cost and expense, LICENSEE shall provide the TOWN with a statement of Gross Sales, prior to the end of each License Year.

38. The foregoing books and records are to be provided in such detail as to furnish and identify the financial information necessary to inspect and verify the activities and operations conducted by the LICENSEE at the Premises.

39. LICENSEE shall provide financial records by a mutually agreed upon third party auditor when requested by the Town.



IN WITNESS WHEREOF, LICENSEE has executed this Agreement the day and year first above written, and the TOWN OF OYSTER BAY has executed this Agreement the day of \_\_\_\_\_, 2016.

TOWN OF OYSTER BAY

By: \_\_\_\_\_  
Supervisor

ZODA LLC, d/b/a MAD SCIENCE of LONG ISLAND

By: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
TOWN ATTORNEY

\_\_\_\_\_  
COMMISSIONER OF PARKS





*Frank A. Nocerino*  
Commissioner



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

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

TO: Memorandum Docket

FROM: George Baptista, Jr. Deputy Commissioner

THROUGH: Frank A. Nocerino, Commissioner  
Department of Parks

DATE: June 6, 2016

SUBJECT: Recommendation of Contract Award for Summer Camp Program  
Mad Science of Long Island, Inc.

---

The Department of Parks will submit a formal recommendation for the award of the above noted contract in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board Meeting to be held on June 21, 2016.

  
\_\_\_\_\_  
Frank A. Nocerino  
Commissioner

  
\_\_\_\_\_  
George Baptista, Jr.  
Deputy Commissioner

FAN:GB:ca  
Attachments  
cc: Town Attorney (original with 19 copies)

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, and George Baptista, Deputy Commissioner of the Department of Parks, by memoranda dated June 6, 2016 and June 9, 2016, advised that on February 11, 2016, the Parks Department issued a Request for Proposal for "Summer Camp Programs"; and

WHEREAS, in response to that Request for Proposals, three (3) responses were timely received by the Department of Parks; and

WHEREAS, after review of all of the responses that were received by the Department of Parks, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, the Department of Parks recommends and requests that the Town Board authorize the Supervisor to enter into an agreement with RLEntertainment LLC, 175 Main Avenue Apt. 106, Wheatley Heights, NY 11798-2119, to provide youth science enrichment camp programs for one (1) year, effective July 1, 2016 and terminating on June 30, 2017, with the option of five (5) one year, mutually agreed upon, extensions, and RLEntertainment LLC shall pay the Town 15% of the annual gross registration receipts each year; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is hereby approved, and the Supervisor is hereby authorized to execute any and all documents necessary to enter into an agreement with RLEntertainment LLC, 175 Main Avenue Apt. 106, Wheatley Heights, NY 11798-2119.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

*[Handwritten Signature]*  
Reviewed By  
Office of Town Attorney

6  
*Frank A. Nocerino*  
*Commissioner*



341  
*George Baptista, Jr.*  
*Deputy Commissioner*  
*Michael J. Schwalje*  
*Deputy Commissioner*

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

TO: Memorandum Docket

FROM: George Baptista, Jr. Deputy Commissioner

THROUGH: Frank A. Nocerino, Commissioner  
Department of Parks

DATE: June 9, 2016

SUBJECT: Supplemental Memorandum - Docket of June 7, 2016, Item #14,  
Contract Award for the Summer Camp Program –  
REEntertainment, LLC.  
Science, Technology, Engineering and Math (STEM)

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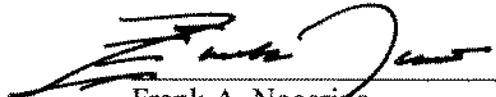
Pursuant to the Town of Oyster Bay Procurement Policy, the Department of Parks released a Request for Proposal (RFP) for "Summer Camp Programs" through a public notice that was printed in Newsday on Thursday, February 11, 2016.

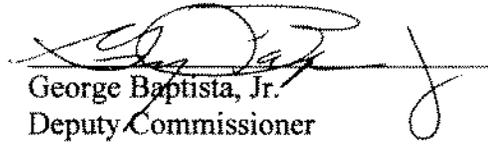
The Parks Department received three proposals from the following respondents: Mad Science of Long Island, REEntertainment, LLC. and US Sports Institute Inc., as of the return date of Tuesday, March 1, 2016. The respondent REEntertainment, LLC. submitted a proposal to offer a summer camp that provides science enrichment activities at John J. Burns Park, Haypath Park, and Ellsworth Allen Park. The proposal was reviewed by committee, and graded pursuant to the provisions of the Town of Oyster Bay's Procurement Policy including compliance with Guideline #9. The proposal satisfied the program and administrative requirements stated in the RFP.

The attached contract with REEntertainment, LLC. will provide youth science enrichment and similar camp programs that best utilize the building and amenities at various Town facilities.



The Department of Parks respectfully requests that the Town Board authorize the Supervisor to enter into a contract (attached) with RLEntertainment, LLC., effective July 1, 2016 through June 30, 2017 with five (5) one (1) year option extensions. The concessionaire shall pay the Town 15% of the gross registration receipts.

  
Frank A. Nocerino  
Commissioner

  
George Baptista, Jr.  
Deputy Commissioner

FAN:GB:ca  
Attachments  
cc: Town Attorney (original with 19 copies)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/25/2016

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).

<b>PRODUCER</b> Brian Levitt Agency LLC - State Farm Insurance 704 5th Avenue Brooklyn, NY 11215 	<b>CONTACT NAME:</b> Brian Levitt, Agent <b>PHONE (A/C, No, Ext):</b> 718-768-7500 <b>E-MAIL ADDRESS:</b> Brian@WeInsureNewYork.com	<b>FAX (A/C, No):</b> 977-625-9302
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> RL ENTERTAINMENT LLC 175 MAIN AVE APT 106 WHEATLEY HTS NY 11798-2119	<b>INSURER A:</b> State Farm Fire and Casualty Company <b>NAIC #</b> 25143	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSR	W/O/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT. <input type="checkbox"/> LOC	Y		92-BU-V383-5	10/18/15	10/18/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

TUTORING/TEACHING SCHOOL AGED CHILDREN  
 The following are to be named as additional insured: dates 06/25/2016 THROUGH 09/02/2016  
 TOWN OF OYSTER BAY  
 977 HICKSVILLE RD  
 MASSAPEQUA, NY 11758

**CERTIFICATE HOLDER**

TOWN OF OYSTER BAY  
 977 HICKSVILLE RD  
 MASSAPEQUA, NY 11758

**CANCELLATION**

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

*Leyda Villa*

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ACORD 25 (2010/05)

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1001455 132349.6 11-15-2010  
 Reviewed By  
 Office of Town Attorney  
*Michael A. Abryse*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4860 ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number:** 92-BU-V383-5

**Named Insured:**

RL ENTERTAINMENT LLC  
175 MAIN AVE APT 106  
WHEATLEY HTS NY 11798-2119

**Name And Address Of Additional Insured Person Or Organization:**

TOWN OF OYSTER BAY  
977 HICKSVILLE RD  
MASSAPEQUA NY 11758-1267

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization 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:
  - a. **Premises And Ongoing Operations**  
Your acts or omissions or the acts or omissions of those acting on your behalf:
    - (1) In connection with your premises; or
    - (2) In the performance of your ongoing operations; or
  - b. **Products-Completed Operations**  
"Your work" performed for that additional insured and included in the "products-completed operations hazard".
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

CMP-4860

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Reviewed By  
Office of Town Attorney  
*Matthew P. Chynoweth*

62 (Policy Provisions: WC 00 00 00 B)

57

GA INFORMATION PAGE

WBG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD  
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 30147  
Company Code: P



03192

\*3500276GAS7620101

POLICY NUMBER: 76 WBG GA5762  
Previous Policy Number: 76 WBG GA5762

LAPS RENEWAL	
	02

HOUSING CODE: 76

1. Named Insured and Mailing Address: RL ENTERTAINMENT  
(No., Street, Town, State, Zip Code)

(SEE ENDT)

FEIN Number: 460851133  
175 MAIN AVE APT 106  
WYANDANCH, NY 11798

State Identification Number(s):  
UIN:

The Named Insured is: CORPORATION  
Business of Named Insured: SCHOOL - FINE ART  
Other workplaces not shown above: 175 MAIN AVE APT 106  
WYANDANCH NY 11798

2. Policy Period: From 11/12/15 To 11/12/16  
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: AP INTEGO INSURANCE GROUP LLC

PO BOX 33015  
SAN ANTONIO, TX 78265

Producer's Code: 250846

Issuing Office: THE HARTFORD  
3600 WISEMAN BLVD.  
SAN ANTONIO TX 78251  
(877) 287-1316

Total Estimated Annual Premium: \$315  
Deposit Premium:  
Policy Minimum Premium: \$297 NY

Audit Period: ANNUAL  
Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Susan D. Costantino*  
Authorized Representative

09/26/15

Reviewed By Date  
Office of Town Attorney

*Walter K. Allyn*

Page 1 (Continued on next page)  
Policy Expiration Date: 11/12/16

Form WC 00 00 01 A (1) Printed in U.S.A.  
Process Date: 09/26/15

ORIGINAL

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

This Agreement is made this 24<sup>th</sup> day of March 2016, by REntertainment aka Bricks4kids (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 2016 through 2017.

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:

REntertainment, LLC

Address of Organization:

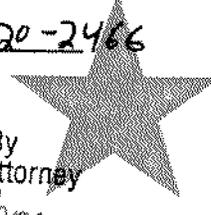
175 Main Ave. Apt. 106  
Wheatley Heights, NY 11798

By: Jaume Morria  
Authorized Representative

Title: owner/operator

Telephone Number: 631-920-2466

Reviewed By  
Office of Town Attorney  
Walter K. Albright



AGREEMENT

DATED:

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN", acting for and on behalf of the DEPARTMENT OF PARKS, and hereinafter referred to as the "DEPARTMENT";

RLENTERTAINMENT, LLC, having a place of business at 175 Main Avenue, Apt 106, Wheatley Heights NY 11798 and hereinafter referred to as "LICENSEE".

WITNESSETH:

WHEREAS, it is the general intent and purpose of this Agreement to secure the efficient and beneficial operation of a Science, Technology, Engineering and Math (STEM) Enrichment Program at various TOWN parks, and

WHEREAS, LICENSEE has submitted a response to a Request for Proposals, which response has been selected as the most beneficial, and is attached hereto and made a part hereof; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

USE

1. LICENSEE shall occupy and use the premises located at the Parks allocated to it as noted in Paragraph 3 or other park facilities when approved by the Commissioner of Parks for no other purposes than intended, and contemplated by this Agreement.

2. TOWN will provide or otherwise make available an interior space, at each facility noted



in Paragraph 3 sufficient to accommodate 25 children with tables and chairs, as well as access to water and electricity.

#### PURPOSE

3. LICENSEE agrees to implement and administer a Science Technology Engineering and Math (STEM) Program at the park facilities noted below:

1. Haypath Park – Old Bethpage
2. Ellsworth Allen Park – Farmingdale
3. Other Town Facilities when Approved by the Commissioner of Parks

4. LICENSEE agrees to provide experienced and trained staff to work with the TOWN to create and manage programs, including STEM enrichment activities, and youth based summer camp programs that will provide wholesome activities approved by the Commissioner of Parks.

5. LICENSEE agrees to develop and implement security and safety programs for the STEM Program, including emergency protocols and safety procedures. These protocols and procedures shall be submitted annually to the Commissioner of Parks in advance of the program commencement for review and comment.

#### MAINTENANCE OF PREMISES

6. TOWN shall be responsible for maintaining or causing to be maintained the grounds and building exterior in a safe, functional and clean condition. Exterior maintenance includes routine pick-up and removal of trash not produced by the programs run by LICENSEE and customary grounds maintenance including but not limited to mowing, landscaping, watering, pest



management, fertilizing and snow removal. Except as otherwise noted.

7. LICENSEE shall clean and remove any litter, rubbish and garbage generated by the operation of the daily summer camp/science enrichment sessions, and place them in appropriate containers for collection and disposal by the TOWN.

#### YOUTH STEM PROGRAMS

8. LICENSEE shall develop youth STEM enrichment and similar summer camp programs that best utilize the building and amenities and provide meaningful recreation activities.

9. LICENSEE shall submit a description of programs and associated fees to the Commissioner of Parks for approval prior to the implementation of the program.

10. TOWN residents shall receive priority placement in any and all LICENSEE Summer Camp programs.

#### SCHEDULING

11. LICENSEE may schedule any and all of its programs at times and days that best suit the needs of LICENSEE and the programs, subject to review and approval by the Commissioner of Parks.

12. LICENSEE may, at its own discretion, cancel any activity if enrollment is insufficient to sustain the activity. LICENSEE shall be responsible to notify the Commissioner of Parks in the event of said cancellation. LICENSEE is solely responsible to notify the parents of enrolled children.



PERSONNEL

13. LICENSEE agrees to have a sufficient number of trained, qualified attendants on duty to insure the proper operation of the program. Said personnel will be employed by and will be employees of LICENSEE, subject, however, to the approval of the TOWN. LICENSEE agrees to replace any attendant or employee of LICENSEE, whenever required to do so by TOWN, due to inefficient work habits, discourtesy to the public or other cause. LICENSEE agrees that a manger or an assistant will be on duty during all operating hours.

LICENSES AND PERMITS

14. LICENSEE agrees to procure, at its own cost and expense, all permits or licenses necessary for the operation of the Summer Camp pursuant to this Agreement.

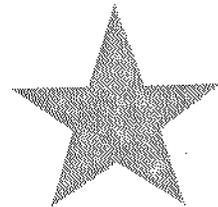
15. LICENSEE assumes all risk in the operation of the facilities and agrees to comply with all federal, state and local regulations, and all rules, regulations and ordinances of the TOWN, as well as rules and regulations of the DEPARTMENT.

POSSESSION

16. It is expressly understood and agreed that no building space or equipment is leased to LICENSEE. During the term of this Agreement, LICENSEE shall have use of the premises, as designated in Paragraph 3.

TITLE TO EQUIPMENT

17. Title to all equipment provided by LICENSEE shall remain with LICENSEE, and such equipment shall be removed by LICENSEE at the termination of this Agreement. Should any property remain at the premises after such expiration or termination, the TOWN shall notify the LICENSEE to remove such property with ten (10) days from the date of such writing, and if the LICENSEE should fail to remove such property, TOWN may deal with such as though same had been abandoned, and charge all cost and expenses incurred in the removal thereof to LICENSEE.



The LICENSEE's obligation to observe and perform all the terms, covenants, and conditions of this Agreement shall survive the expiration or other termination thereof. If LICENSEE's equipment is removed, LICENSEE shall return all premises to their original condition to the satisfaction of the Commissioner of Parks.

18. Any equipment provided by the LICENSEE shall be age appropriate, safe and work in the way in which the equipment is intended

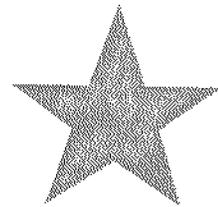
#### DAMAGE TO EQUIPMENT

19. LICENSEE shall agree to be responsible for loss or damage to property turned over to it by TOWN, or by its duly appointed representative or by a patron of the facilities, if damage or loss occurs by reason of the fault or negligence of LICENSEE, its patrons, employees or suppliers.

20. LICENSEE shall grant access to TOWN personnel for inspection purposes.

#### WAIVER OF CLAIMS

21. LICENSEE waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the water supply systems, drainage systems, gas mains, electrical apparatus or wires furnished for the premises, or by reason of any loss of any gas supplies, water supplies, heat or current which may occur from time to time from any cause, or for any loss or damage resulting from fire, water, tornado, civil commotion or riot, or any other reasons whatsoever. LICENSEE releases and discharges TOWN and its agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, or other reason except the TOWN's own negligence. LICENSEE further waives any and all claims for compensation, refund of its investment, if any, or any other payments whatsoever in the event this Agreement is terminated by TOWN sooner than the fixed term, pursuant to the provisions for termination as contained herein.



INSURANCE AND WORKER'S COMPENSATION

22. The LICENSEE 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 License Agreement, a policy of comprehensive general liability and products liability insurance on which the LICENSEE 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 LICENSEE'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.

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

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

25. 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 LICENSEE 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. LICENSEE shall provide an endorsement page indicating the Town as an additional insured.

26. LICENSEE agrees to provide the required Certificate of Insurance prior to commencement of the program.



TERMINATION OF AGREEMENT

27. TOWN has the right to terminate the Agreement if:
- (a) LICENSEE does not make prompt payment to the TOWN in accordance with Paragraph 32 herein;
  - (b) LICENSEE is adjudged bankrupt or makes an assignment for the benefit of creditors;
  - (c) A receiver or liquidator is appointed for LICENSEE for any of its property;
  - (d) LICENSEE, after notice or warnings from the Commissioner of Parks, does not furnish adequate skilled personnel or proper materials;
  - (e) LICENSEE does not, in the opinion of Commissioner of Parks, fulfill its obligations, or any part thereof, with diligence;
  - (f) LICENSEE does not make prompt payment to persons supplying labor or materials for the work;
  - (g) LICENSEE does not comply with all laws, ordinances, rules, or provisions governing this Agreement, or the instructions of the Commissioner of Parks, or is otherwise in violation of any provisions of the Agreement; or
  - (h) LICENSEE is in violation of any law, rule, regulation or judicial order, which the TOWN deems to affect the faithful performance of this contract;
  - (i) The area this Agreement encompasses is sublet by the LICENSEE;
  - (j) The Agreement or any claim under it is assigned by LICENSEE.



(k) The TOWN, without prejudice or waiver of any of its rights or interests, has the right to terminate this Agreement, declare LICENSEE in default, and after eight (8) calendar days, or earlier in cases of emergency, after forwarding a notice to LICENSEE and sureties at its last known address, may assume possession and control of all materials, equipment or operations under the contract. TOWN may thereupon undertake all appropriate measures for the completion of the Agreement. Under such default, TOWN has the further right to take possession of and utilize the materials, supplies, plant and equipment on the site or stored in LICENSEE's allocated facilities, which are necessary for completion of this Agreement.

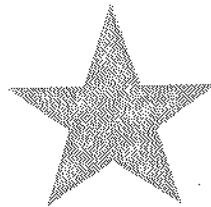
#### MODIFICATION

28. This Agreement may be modified from time to time by agreement, in writing, duly executed by TOWN and LICENSEE, but no modification of this Agreement shall be effected until the same has been agreed to in writing, and duly executed by the Supervisor of the Town.

#### TRANSFER OR ASSIGNMENT

29. LICENSEE shall not sell, mortgage, or parcel out this Agreement, or any interest herein, or consent, allow or permit any other person or party to use any part of the premises, buildings, or space except as provided by this Agreement, nor shall this Agreement be transferred by operation of law; it being the purpose and spirit of the instrument to be issued to grant the Agreement and privilege solely to LICENSEE.

30. LICENSEE 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 the 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 LICENSEE shall, at any time, or under any circumstances, be deemed to be an agent, servant or employee of TOWN.



TERM

31. Unless sooner terminated or extended as herein provided, the terms of this Agreement shall consist of a one year period commencing July 1, 2016, and terminating June 30, 2017 with five (5) one (1) year option extensions, upon request of the Licensee and at the sole option of the Town. This Agreement may be cancelled at any time by either party giving to the other not less than ninety (90) days written notice, that on or after a date certain, the Agreement shall be deemed terminated and cancelled.

32. LICENSEE shall pay to the TOWN 15% of gross registration receipts. Payment to the Town shall be provided no later than sixty (60) days from the last day of the STEM Enrichment Programs.

33. LICENSEE will not owe the TOWN for cancelled sessions.

BOOKS AND RECORDS:

34. LICENSEE shall keep the following books and records for purposes of inspection by the TOWN at reasonable times and upon notice in writing of said request to inspect. Any information which is computerized may be supplied in electronic format:

- (A) Account books;
- (B) Gross Sales statements;
- (C) Contracts for programming;
- (D) Daily sheets for count utilization.

35. LICENSEE shall furnish the Town with a statement of Gross Sales within thirty (30) days after the close of each month reflecting Gross Sales for that month.



36. At its own cost and expense, LICENSEE shall provide the TOWN with a statement of Gross Sales, within sixty (60) days of the end of each License Year.

37. The foregoing books and records are to be provided in such detail as to furnish and identify the financial information necessary to inspect and verify the activities and operations conducted by the LICENSEE at the Premises.

38. LICENSEE shall provide financial records by a mutually agreed upon third party auditor when requested by the Town.

IN WITNESS WHEREOF, LICENSEE has executed this Agreement the day and year first above written, and the TOWN OF OYSTER BAY has executed this Agreement the day of \_\_\_\_\_, 2016.

TOWN OF OYSTER BAY

By: \_\_\_\_\_  
Supervisor

RLENTERTAINMENT, LLC

By: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
TOWN ATTORNEY

\_\_\_\_\_  
COMMISSIONER OF PARKS





14

341

*Frank A. Nocerino*  
Commissioner



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

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

TO: Memorandum Docket  
FROM: George Baptista, Jr. Deputy Commissioner  
THROUGH: Frank A. Nocerino, Commissioner  
Department of Parks  
DATE: June 6, 2016  
SUBJECT: Recommendation of Contract Award for Summer Camp Program  
RLEntertainment, LLC.

---

The Department of Parks will submit a formal recommendation for the award of the above noted contract in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board Meeting to be held on June 21, 2016.

Frank A. Nocerino  
Commissioner

George Baptista, Jr.  
Deputy Commissioner

FAN:GB:ca  
Attachments  
cc: Town Attorney (original with 19 copies)



WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, and George Baptista, Deputy Commissioner of the Department of Parks, by memoranda dated June 6, 2016 and June 9, 2016, advised that on February 11, 2016, the Parks Department issued a Request for Proposal for "Summer Camp Programs"; and

WHEREAS, in response to that Request for Proposals, three (3) responses were timely received by the Department of Parks; and

WHEREAS, after review of all of the responses that were received by the Department of Parks, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, the Department of Parks recommends and requests that the Town Board authorize the Supervisor to enter into an agreement with US Sports Institute, Inc., 4 Somerset Street, Whitehouse Station, NJ 08889, to provide youth athletic camp programs for one (1) year, effective July 1, 2016 and terminating on June 30, 2017, with the option of five (5) one year, mutually agreed upon, extensions, and US Sports Institute, Inc. shall pay the Town 10% of the annual gross registration receipts each year; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request is hereby approved, and the Supervisor is hereby authorized to execute any and all documents necessary to enter into an agreement with US Sports Institute, Inc., 4 Somerset Street, Whitehouse Station, NJ 08889.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

*[Handwritten Signature]*  
Reviewed By  
Office of Town Attorney

7  
*Frank A. Nocerino*  
Commissioner



342  
*George Baptista, Jr.*  
Deputy Commissioner  
*Michael J. Schwalje*  
Deputy Commissioner

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

TO: Memorandum Docket

FROM: George Baptista, Jr. Deputy Commissioner

THROUGH: Frank A. Nocerino, Commissioner  
Department of Parks

DATE: June 9, 2016

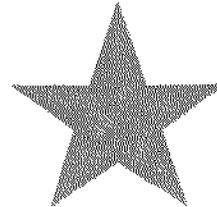
SUBJECT: Supplemental Memorandum – Docket of June 7, 2016 Item #15,  
Contract Award for the Summer Camp Program – US Sports  
Institute, Inc.

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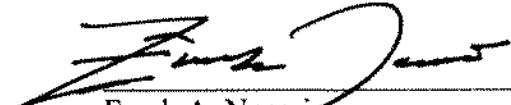
Pursuant to the Town of Oyster Bay Procurement Policy, the Department of Parks released a Request for Proposal (RFP) for “Summer Camp Programs” through a public notice that was printed in Newsday on Thursday, February 11, 2016.

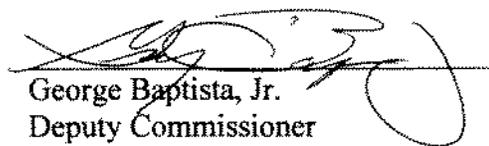
The Parks Department received three proposals from the following respondents: Mad Science of Long Island, RLEntertainment, LLC. and US Sports Institute, Inc., as of the return date of Tuesday, March 1, 2016. The respondent US Sports Institute, Inc., submitted a proposal to offer a summer camp that provides athletic instruction and activities at John J. Burns Park, Ellsworth Allen Park, and Haypath Park. The proposal was reviewed by committee, and graded pursuant to the provisions of the Town of Oyster Bay’s Procurement Policy including compliance with Guideline #9. The proposal satisfied the program and administrative requirements stated in the RFP.

The attached contract with US Sports Institute Inc., will provide youth athletic activities and similar camp programs that best utilize the building and amenities at various Town facilities.



The Department of Parks respectfully requests that the Town Board authorize the Supervisor to enter into a contract (attached) with US Sports Institute Inc., effective July 1, 2016 through June 30, 2017 with five (5) one (1) year option extensions. The concessionaire shall pay the Town 10% of the gross registration receipts.

  
Frank A. Nocerino  
Commissioner

  
George Baptista, Jr.  
Deputy Commissioner

FAN:GB:ca  
Attachments  
cc: Town Attorney (original with 19 copies)





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2016

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 CLG Insurance 172 Main Street Nanuet, NY 10954	CONTACT NAME:	PHONE (A/C, No, Ext): 845-623-3434	FAX (A/C, No): 845-623-4332
	E-MAIL ADDRESS: certificates@ciginsurance.com		
INSURED US Sports Institute, Inc 4 Somerset Street Whitehouse Station, NJ 08889	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322
	INSURER B: Liberty Mutual		23043
	INSURER C: IWIF		
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL BUBR (INSR WVR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	ASG0908073	04/09/2016	04/09/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 Sexual Ab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ASA0908076	04/09/2016	04/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		ASX0908074	04/09/2016	04/09/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 DED \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A	N/A	WC5-33S-358409-025	12/07/2015	12/07/2016	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000
C	DESCRIPTION OF OPERATIONS below		4652568	03/23/2016	03/23/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Town of Oyster Bay Parks and Town of Oyster Bay Parks Department are included as additional insureds under the General Liability as per the written agreement with regard to work performed by the named insured. Per the terms of the blanket additional insured endorsement, coverage for the additional insureds is contingent upon a written "(Cont'd)"

## CERTIFICATE HOLDER

## CANCELLATION

TOWNOBP Town of Oyster Bay Parks Town of Oyster Bay Department of Parks 977 Hicksville Road Massapequa, NY 11758	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 <i>E. J. Lopez</i> Reviewed By <i>Michael A. Lopez</i>
---	--

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POLICY NUMBER: ASG0908073

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION WRITTEN CONTRACT OR WRITTEN AGREEMENT**

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

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured, any person or organization you are required to add as an additional insured to this policy by written contract or written agreement which is:

1. Currently in effect or coming into effect during the term of this policy; and
2. Executed prior to any "property damage," "bodily injury," or "personal and advertising injury."

It is further understood and agreed that **SECTION II – WHO IS AN INSURED** is amended to also include as an additional insured, any person or organization designated in the Schedule below.

**SCHEDULE**

**Additional Insured:** Any Certificate Holder identified as an additional insured on a Certificate of Insurance issued by American Specialty Insurance & Risk Services, Inc. dba A.S.I.R.S.I. Insurance Agency, American Specialty Insurance & Risk Services Agency, and A S Insurance & Risk Services Agency

Coverage provided to any additional insured designated in the Schedule applies as follows:

That person or organization is an additional insured, 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.

All other terms and conditions remain unchanged.

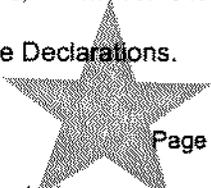
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Page 1 of 1

  
Reviewed By  
Office of Town Attorney  
*Monty A. Lopez*

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

This Agreement is made this 24 day of MAY 2016, by US SPORTS INSTITUTE (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 2016 through 2017.

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:

US SPORTS INSTITUTE

Address of Organization:

4 SOMERSET ST  
WHITEHOUSE STATION, NJ 08889

By: h  
Authorized Representative

Title: DIRECTOR

Telephone Number: 732.563.2527

Reviewed By  
Office of Town Attorney

*Walter K. Calvino*

AGREEMENT

DATED:

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

US SPORTS INSTITUTE, INC., having a place of business at 4 Somerset Street, Whitehouse Station, NJ 08889, and hereinafter referred to as "LICENSEE".

WITNESSETH:

WHEREAS, it is the general intent and purpose of this Agreement to secure the efficient and beneficial operation of a Multi-Sport Summer Camp Program at John J. Burns Park and Ellsworth Allen Park; and

WHEREAS, the LICENSEE has submitted a response to a Request for Proposals, which response has been selected as the most beneficial, and is attached hereto and made a part hereof; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

USE

1. The LICENSEE shall occupy and use portions of the premises located in the parks allocated to it in this agreement as noted in Paragraph 2 and/or other park facilities when approved by the Commissioner of Parks for no other purposes than intended. The Commissioner of Parks shall designate areas or portions of the park sufficient to successfully operate the camp.

PURPOSE

2. The LICENSEE agrees to implement and administer a Multi-Sport Summer Camp Program at the following park facilities:

John J. Burns Park

Ellsworth Allen Park

3. The LICENSEE agrees to provide experienced and trained staff to create and manage a youth based summer camp that provides athletic activities and related programs, that will provide activities approved by the Commissioner of Parks.

4. The LICENSEE agrees to provide and develop organized activities and programs for special needs children.

5. The LICENSEE agrees to develop and implement security and safety programs for the Multi-Sport Summer Camp Program, including emergency protocols and safety procedures. These protocols and procedures shall be submitted annually to the Commissioner of Parks in advance of the program commencement for review and comment.

MAINTENANCE OF PREMISES

6. The TOWN shall be responsible for maintaining or causing to be maintained the grounds and in a safe, functional and clean condition. Exterior maintenance includes routine pick-up and removal of trash not produced by the programs run by LICENSEE, and customary grounds maintenance including but not limited to mowing, maintaining landscaping, watering, pest management, fertilizing and snow removal, except as otherwise noted.



7. The LICENSEE shall clean and remove any litter, rubbish and garbage generated by the operation of the daily summer camp session and place them in appropriate containers for collection and disposal by the TOWN.

#### YOUTH ATHLETIC PROGRAMS

8. The LICENSEE shall develop youth athletic and similar summer camp programs that best utilize the grounds, fields and amenities that provide meaningful recreation activities.

9. The LICENSEE shall submit a description of programs and associated fees to the Commissioner of Parks for approval prior to the implementation of the program.

10. TOWN residents shall receive priority placement in any and all of the LICENSEE Summer Camp programs.

#### SCHEDULING

11. In the event of inclement weather or other situations that interfere with the planned programs, the LICENSEE may modify or amend the schedule of any of its programs at times and days that best suit the needs of the LICENSEE and the programs, subject to review and approval by the Commissioner of Parks.

12. LICENSEE may, at its own discretion, cancel any activity if enrollment is insufficient to sustain the activity. LICENSEE shall be responsible to notify the Commissioner of Parks in the event of said cancellation. LICENSEE is solely responsible to notify the parents of enrolled children.

#### PERSONNEL

13. The LICENSEE agrees to have a sufficient number of trained, qualified attendants on



duty to insure the proper operation of the program. Said personnel will be employed by and will be employees of the LICENSEE, subject, however, to the approval of the TOWN. The LICENSEE agrees to replace any attendant or employee of the LICENSEE, whenever required to do so by the TOWN, due to inefficient work habits, discourtesy to the public or other cause. The LICENSEE agrees that a manager or an assistant manager will be on duty during all operating hours.

#### LICENSES AND PERMITS

14. The LICENSEE agrees to procure, at its own cost and expense, all permits or licenses necessary for the operation of the Summer Camp pursuant to this Agreement.

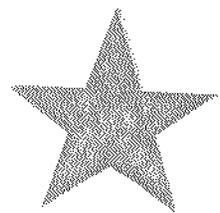
15. The LICENSEE assumes all risk in the operation of the facilities and agrees to comply with all federal, state and local regulations, and all rules, regulations and ordinances of the TOWN, as well as rules and regulations of the DEPARTMENT.

#### POSSESSION

16. It is expressly understood and agreed that no building space or equipment is leased to the LICENSEE. During the term of this Agreement, the LICENSEE shall have use designated portions of the premises, as noted in Paragraph 2.

#### TITLE TO EQUIPMENT

17. Title to all equipment provided by the LICENSEE shall remain with the LICENSEE, and such equipment shall be removed by the LICENSEE at the termination of this Agreement. Should any property remain at the premises after such expiration or termination, the TOWN shall notify the LICENSEE to remove such property with ten (10) days from the date of such writing, and if the LICENSEE should fail to remove such property, the TOWN may deal with such as though same had been abandoned, and charge all cost and expenses incurred in the removal thereof to the LICENSEE. The LICENSEE's obligation to observe and perform all the terms,



covenants, and conditions of this Agreement shall survive the expiration or other termination thereof. If the LICENSEE's equipment is removed, the LICENSEE shall return all premises to their original condition to the satisfaction of the Commissioner of Parks.

18. Any equipment provided by the LICENSEE shall be age appropriate, safe and work in the way in which such equipment was intended.

#### DAMAGE TO EQUIPMENT

19. The LICENSEE shall agree to be responsible for loss or damage to property turned over to it by the TOWN, or by its duly appointed representative or by a patron of the facilities, if damage or loss occurs by reason of the fault or negligence of the LICENSEE, its patrons, employees or suppliers.

20. The LICENSEE shall grant access to TOWN personnel for inspection purposes.

#### WAIVER OF CLAIMS

21. The LICENSEE waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the water supply systems, drainage systems, gas mains, electrical apparatus or wires furnished for the premises, or by reason of any loss of any gas supplies, water supplies, heat or current which may occur from time to time from any cause, or for any loss or damage resulting from fire, water, tornado, civil commotion or riot, or any other reasons whatsoever. The LICENSEE releases and discharges the TOWN and its agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, or other reason except the TOWN's own negligence. The LICENSEE further waives any and all claims for compensation, refund of its investment, if any, or any other payments whatsoever in the event this Agreement is terminated by the TOWN sooner than the fixed term, pursuant to the provisions for termination as contained herein.



INSURANCE AND WORKER'S COMPENSATION

22. The LICENSEE agrees to provide the required Certificates of Insurance prior to the program commencement.

23. The LICENSEE 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 License Agreement, a policy of comprehensive general liability and products liability insurance on which the LICENSEE 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 LICENSEE'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.

24. The LICENSEE shall comply with all provisions of the Workers' Compensation Law, and shall furnish a certificate showing evidence of current coverage;

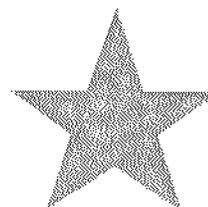
25. All insurance coverage as stipulated herein shall be subject to the approval of the Office of the Town Attorney of the TOWN;

26. Such policies shall be issued, designating the TOWN as an additional insured. Copies of the aforementioned insurance must be filed with the TOWN. No such insurance policy shall be cancelled without thirty (30) days prior written notice to the TOWN. The failure of the LICENSEE to maintain such insurance policies, and to furnish such policies and/or certificates, shall 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. The LICENSEE shall provide an endorsement indicating the TOWN as an additional insured.



## TERMINATION OF AGREEMENT

27. The TOWN has the right to terminate the Agreement if:
- (a) The LICENSEE does not make prompt payment to the TOWN in accordance with Paragraph 32 herein;
  - (b) The LICENSEE is adjudged bankrupt or makes an assignment for the benefit of creditors;
  - (c) A receiver or liquidator is appointed for the LICENSEE for any of its property;
  - (d) The LICENSEE, after notice or warnings from the Commissioner of Parks, does not furnish adequately skilled personnel or proper materials;
  - (e) The LICENSEE does not, in the opinion of Commissioner of Parks, fulfill its obligations, or any part thereof, with diligence;
  - (f) The LICENSEE does not make prompt payment to persons supplying labor or materials for the work;
  - (g) The LICENSEE does not comply with all laws, ordinances, rules, or provisions governing this Agreement, or the instructions of the Commissioner of Parks, or is otherwise in violation of any provisions of the Agreement; or
  - (h) The LICENSEE is in violation of any law, rule, regulation or judicial order, which the TOWN deems to affect the faithful performance of this contract;
  - (i) The area this Agreement encompasses is sublet by the LICENSEE;



- (j) The Agreement or any claim under it is assigned by the LICENSEE.
- (k) The TOWN, without prejudice or waiver of any of its rights or interests, has the right to terminate this Agreement, declare LICENSEE in default, and after eight (8) calendar days, or earlier in cases of emergency, after forwarding a notice to LICENSEE and sureties at its last known address, may assume possession and control of all materials, equipment or operations under the agreement. The TOWN may thereupon undertake all appropriate measures for the completion of the Agreement. Under such default, the TOWN has the further right to take possession of and utilize the materials, supplies, plant and equipment on the site or stored in LICENSEE's allocated facilities, which are necessary for completion of this Agreement.

#### MODIFICATION

28. This Agreement may be modified from time to time by agreement, in writing, duly executed by THE TOWN and LICENSEE, but no modification of this Agreement shall be effected until the same has been agreed to in writing, and duly executed by the Supervisor of the Town.

#### TRANSFER OR ASSIGNMENT

29. The LICENSEE shall not sell, mortgage, or parcel out this Agreement, or any interest herein, or consent, allow or permit any other person or party to use any part of the premises, buildings, or space except as provided by this Agreement, nor shall this Agreement be transferred by operation of law; it being the purpose and spirit of the instrument to be issued to grant the Agreement and privilege solely to the LICENSEE.

30. The LICENSEE 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 the 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 the LICENSEE shall, at any time, or under any circumstances, be deemed to be an agent, servant or employee of the TOWN.

TERM

31. Unless sooner terminated or extended as herein provided, the terms of this Agreement shall consist of a one year period commencing July 1, 2016, and terminating June 30, 2017 with five (5) one (1) year option extensions, upon request by the LICENSEE and at the sole option of the TOWN. This Agreement may be cancelled at any time by either party giving to the other not less than ninety (90) days written notice, that on or after a date certain, the Agreement shall be deemed terminated and cancelled.

32. The LICENSEE shall pay to the TOWN 10% of the gross registration receipts. Payment to the TOWN shall be provided no later than thirty (30) days from the last day of the Multi-sport Summer Camp Program.

33. LICENSEE will not owe the TOWN for cancelled sessions.

BOOKS AND RECORDS:

34. The LICENSEE shall keep the following books and records for purposes of inspection by the TOWN at reasonable times and upon notice in writing of said request to inspect. Any information which is computerized may be supplied in electronic format:

- (A) Account books;
- (B) Gross Sales statements;



- (C) Contracts for programming;
- (D) Daily sheets for count utilization.

35. The LICENSEE shall furnish the TOWN with a statement of Gross Sales within thirty (30) days after the close of each month reflecting Gross Sales for that month.

36. The LICENSEE shall furnish a copy of any contracts for programs, daily sheets for count utilization and any other daily sheets for use of the Premises and Facilities within five (5) business days of a request by the TOWN. All other books and records shall be provided within ten (10) business days of any written request.

37. The foregoing books and records are to be provided in such detail as to furnish and identify the financial information necessary to inspect and verify the activities and operations conducted by the LICENSEE at the Premises.

38. The LICENSEE shall provide financial records prepared by a mutually agreed upon third party auditor when requested by the Town.

39. At its own cost and expense, Licensee shall provide the Town with a statement of Gross Sales, within sixty (60) days of the end of each License Year.



IN WITNESS WHEREOF, LICENSEE has executed this Agreement the day and year first above written, and the Town THE TOWN OF OYSTER BAY has executed this Agreement the day of , 2016.

THE TOWN OF OYSTER BAY

By: \_\_\_\_\_  
Supervisor

US SPORTS INSTITUTE INC.

By: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
THE TOWN ATTORNEY

\_\_\_\_\_  
COMMISSIONER OF PARKS





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*Frank A. Nocerino*  
Commissioner



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

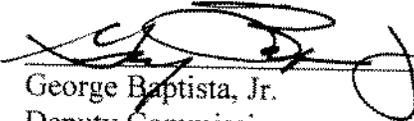
**Town of Oyster Bay**  
*Department of Parks*  
**Inter-Departmental Memo**

TO: Memorandum Docket  
FROM: George Baptista, Jr. Deputy Commissioner  
THROUGH: Frank A. Nocerino, Commissioner  
Department of Parks  
DATE: June 6, 2016  
SUBJECT: Recommendation of Contract Award for Summer Camp Program  
US Sports Institute, Inc.

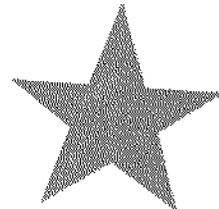
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The Department of Parks will submit a formal recommendation for the award of the above noted contract in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board Meeting to be held on June 21, 2016.

  
\_\_\_\_\_  
Frank A. Nocerino  
Commissioner

  
\_\_\_\_\_  
George Baptista, Jr.  
Deputy Commissioner

FAN:GB:ca  
Attachments  
cc: Town Attorney (original with 19 copies)



RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 12<sup>th</sup> day of July, 2016, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 205, STREETS AND SIDEWALKS"; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

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Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Highway  
Town Clerk

**PUBLIC NOTICE**

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 12<sup>th</sup> day of July, 2016, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the matter set forth hereinafter: PROPOSED LOCAL LAW, entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 205, STREETS AND SIDEWALKS." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor.  
JAMES ALTADONNA, JR., Town Clerk.

Dated: \_\_\_\_\_, Oyster Bay, New York.

  
Reviewed By  
Office of Town Attorney  


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Town of Oyster Bay  
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : June 7, 2016

SUBJECT: Proposed Local law entitled:  
"A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER  
BAY, NEW YORK, CHAPTER 205 STREETS AND SIDEWALKS"

---

This office has prepared the following items necessary to establish a new local law referenced above:

1. Public Notice;
2. Resolution calling for a Public Hearing; and
3. Proposed legislation.

Kindly place this matter on the Town Board Action calendar.

LEONARD GENOVA  
TOWN ATTORNEY

*Thomas M. Sabellico/st*

Thomas M. Sabellico  
Special Counsel

TMS:st

Enclosure

cc: Town Attorney (w/19 copies)

S:\Attorney\LOCAL LAWS\LAC 205 Sidewalks\MD.docx



## ***Local Law Filing***

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of Oyster Bay

Local Law No. \_\_\_\_\_ of the year 2016

A local law entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 205, STREETS AND SIDEWALKS."

Be it enacted by the Town Board of the  
(Name of Legislative Body)

Town of Oyster Bay as follows:

**Section 1.** Amend CHAPTER 205 – STREETS AND SIDEWALKS, of the Code of the Town of Oyster Bay, so as to modify the provisions relating to the maintenance and repair of sidewalks within the jurisdiction of the Town of Oyster Bay, to read as follows:

### **CHAPTER 205, STREETS AND SIDEWALKS.**

#### **ARTICLE II: Sidewalks, Curbs and Gutters**

##### **§ 205-2. Duty to Repair, Maintain, and Keep Sidewalks Clear; Liability.**

- A. Each owner and occupant of any house or other building, and any owner or person entitled to possession of any vacant lot, and any person having charge of any church or any public building in the Town shall keep the sidewalk in front of the lot or house or building free from obstruction by snow or ice and icy conditions, and shall at all times keep the sidewalk in good and safe repair and maintain it in a clean condition and free from filth, dirt, weeds or other obstructions or encumbrances. Snow and ice shall be removed within six (6) hours after snow has ceased to fall. The period between 9:00 p.m. and 7:00 a.m. shall not be included in the time requirements.
- B. Such owner or occupant and each of them shall be liable for any injury or damage by reason of omission, failure or negligence to make, maintain or repair such sidewalk or for a violation or nonobservance of the ordinances relating to making, maintaining and repairing sidewalks, curbstones and gutters.



**§ 205-3. Prohibited Obstructions; exceptions.**

- A. No person or entity who is the owner, occupant or lessee of any premises abutting on any street, road, highway or parkway in the unincorporated area of the Town shall place, keep, permit or suffer to be placed or kept on any sidewalk in front of, adjoining or adjacent to his/her/its premises any goods, wares, merchandise, boxes, barrels, display signs or material things of any kind or description, nor shall he/she/it in any manner obstruct any sidewalk or in any manner obstruct or interfere with the use of any sidewalk, but nothing contained in this section shall prevent persons or entities from placing goods, wares, merchandise or household furniture on a sidewalk temporarily while loading or unloading it, if it is done without unnecessary delay and if such goods, wares or merchandise are not allowed or permitted to remain on the sidewalk for a period longer than one hour.
- B. No person or entity who is the owner, occupant or lessee of any premises abutting on any street, road, highway or parkway in the unincorporated area of the Town shall place, keep, permit or suffer to be placed or kept in the curb, gutter or street, in front of, adjoining or adjacent to his/her/its premises any item, including but not limited to basketball hoops, or traffic cones or barricades of any kind or description, nor shall he/she/it in any manner obstruct any curb, gutter or street or in any manner obstruct or interfere with the use of any curb, gutter or street, but nothing contained in this section shall prevent persons or entities from placing a traffic cone or marker in the street temporarily to note the existence of a defect in said street.

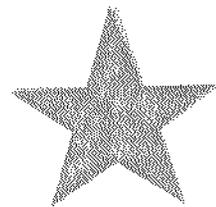
**§ 205-4. Plantings.**

Any planting on a public right-of-way between curb and sidewalk by the adjacent owner or lawful occupant of the premises thereof shall require a permit and approval of such plantings, and said owner or occupant shall be responsible for the maintenance of such plantings.

**§ 205-5. Town Board Order to Construct or Repair.**

The Town Board may from time to time, by resolution, require the construction or repair of sidewalks or curbs along streets, roads, highways and parkways in the Town, as well as the construction of sidewalks along state highways within the Town, and the repair of sidewalks constructed by the state along state highways in the Town, at the expense of the abutting owners, upon such notice and pursuant to the authority of the requirements of § 130, Subdivision 4, and § 200-a of the New York State Town Law.

- A. Whenever the Town Board adopts an order or orders directing the abutting owners of the respective lots or parcels of land in front of which it is desired that sidewalks or curbs be built, relaid, or repaired, or to construct them in accordance with this chapter, the Commissioner of Highways or his/her designee shall specify the place, manner and time within which the construction or repair shall be done.
- B. The Town Clerk shall publish a notice of the Town Board's orders, pursuant to Subsection A of this Section, in a newspaper to be designated by the Town Board, at least twice, the first publication of which shall be at least 15 days before the time specified for the completion of the work, and he/she shall serve, within two business days from the issuance of the order, a copy of the notice upon the owner or owners, occupant or occupants of the land in front of which it is desired that such construction or repair shall be done.



**§ 205-6. Compliance Required.**

All sidewalks, curbs, gutters or driveways constructed on any privately owned street, highway or parkway of a new development shall be subject to these regulations and comply in all respects with the regulations covering streets, the title to which is vested in the Town. Failure to comply with these regulations shall constitute sufficient cause for the Town to reject any preferred dedication of such a street.

**§ 205-6.1. Waiver of Installation.**

- A. Anyone who has requested a waiver of sidewalk installation and has received such authorization from the Commissioner of Highways shall pay or be billed on the basis of four-by-four foot flags, identical to the rate used to calculate the cost of sidewalk construction.
- B. Failure to pay the billing within 90 days shall result in an assessment resolution by the Town Board against the subject property.

**§ 205-7. Work by Town Upon Noncompliance.**

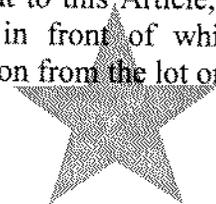
- A. Whenever a notice to construct or repair a sidewalk or curb, pursuant to an order of the Town Board, has been served upon an owner or occupant of a lot or parcel of land in front of which it is desired that sidewalks or curbs be built, relaid or repaired, and the owner or occupant shall not cause the construction or repair to be made to the sidewalk or curb as required by the notice, the Commissioner of Highways is hereby authorized and directed to cause the construction and repair to be made as required by notice.
- B. The Commissioner of Highways is hereby authorized to perform such work or repair with his/her own forces or cause a contract to be let therefor, and to pay for the work out of the funds to be appropriated by the Town Board for such purposes.
- C. If work is performed by the Town of Oyster Bay under this Section, the Town shall be reimbursed for the actual and complete cost of such work within 60 days of the completion of said work. In the event that the property owner does not fully satisfy said costs, the Town shall be reimbursed therefor by an assessment resolution by the Town Board as provided for and in the manner prescribed in Section 205-9 of this article.

**§ 205-8. Appropriate Permits and Bonds Required.**

- A. Whenever the owner or occupant of property in front of which the Town Board, pursuant to this Chapter, has ordered a sidewalk or curb constructed or repaired, shall build, relay or repair the sidewalk or curb called for by the notice, he/she/it shall obtain a permit therefor as required by this Chapter.
- B. If the location where the construction or repair is to be made shall be upon a state highway where the sidewalks or curbs have been constructed by the state, the permit shall be obtained from the appropriate office of the New York State Department of Transportation in accordance with the rules and regulations of that Department.
- C. The Commissioner of Highways may require such bonds or deposits and issue the permit subject to such terms and conditions as he/she may consider necessary for the protection of the Town property.

**§ 205-9. Reimbursement of Town.**

- A. The Town shall be reimbursed for the cost of building, relaying or repairing any sidewalk or curb, when made by the Commissioner of Highways pursuant to this Article, by the owner or occupant of the respective lot or parcel of land in front of which the construction or repair was made, by assessment upon and collection from the lot or parcel



of land termed benefited by the construction or repair; so much of the actual and complete cost upon and from each lot as shall be in just proportion to the amount of the benefit which the improvement shall confer upon the property, and collected in the same manner and at the time as other ad valorem Town charges.

- B. In the event that a property owner fails to fully satisfy any bill or invoice for work performed by the Town under this Chapter within 60 days of billing or invoicing, the Town shall be reimbursed for the full cost of the work performed or the services rendered, as hereinabove provided, by assessment against the collection from the lots or parcels of land where such work was performed or services rendered for so much of the actual and complete cost as incurred upon and from each lot or lots, in the manner provided for the assessment of the cost of public improvements by Article 4, § 64, of the New York State Town Law, as amended

**§ 205-9.1. Replacement of Sidewalk Flags.**

In the event that the Highway Department informs the owner or occupant of a property that the Town has determined that a sidewalk hazard exists at the property, the owner or occupant shall replace the sidewalk through use of a private contractor, in which event the owner or occupant must complete said replacement no later than 90 days from the date of the notice of defect from the Highway Department. In the event that the owner or occupant has failed to correct the defect within 90 days from the date of the notice of defect, the Highway Department may elect to remedy the defect upon written notice to the owner or occupant, and shall bill the owner or occupant for cost of said work. Until such time as the sidewalk replacement is complete, the owner and/or occupant shall remain liable for the sidewalk condition. If additional time is required to replace the defective sidewalk due to weather restrictions during the winter months, the owner or occupant shall submit to the Highway Department, in writing, a request for such additional time. In the event the owner or occupant chooses to use a private contractor to replace the defective sidewalk, a permit will be required for work on the Town right-of-way.

**§ 205-10. Conformance with Specifications.**

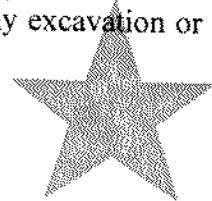
No sidewalk, curb or gutter shall be constructed or permitted to be constructed or repaired along any street, road or highway or parkway in the Town unless such construction shall conform to the lines, grades and specifications furnished by the Commissioner of Highways and in conformity with all of the specifications and requirements established by rules and regulations of the Town Board.

**§ 205-11. Application and Issuance of Permit.**

No sidewalk, curb or gutter shall be constructed or repaired, or work thereon commenced, until the owner of the premises in front of which the sidewalk, curb or gutter is to be constructed or repaired, or the authorized agent of the owner, shall have obtained a permit therefor. Applications for the permit required by this Section shall be made, in writing, to the Commissioner of Highways in such form as may be required by the Highway Department. No permit required by this Section shall be issued without the approval of the Commissioner of Highways endorsed on the application therefor, unless so directed by resolution of the Town Board.

**§ 205-12. Permit to be in Addition to other Requirements.**

The permit required by this Chapter shall be in addition to the permit required for street openings and obstructions, and shall be in addition to any permit required for any excavation or curb cut permit, if any is required.



**§ 205-13. Permit Specifications.**

A permit issued pursuant to this Chapter shall specify the lines or grades of the sidewalk, curb or gutter to be constructed or repaired, and such other directions as the circumstances may require.

**§ 205-14. Insurance.**

Each applicant for a permit required by this Chapter must file an insurance policy or certificate with the Commissioner of Highways insuring the Town in the sum \$1,000,000/\$1,000,000 for personal injury liability and \$500,000 for property damages, unless in the opinion of the Commissioner of Highways higher limits are necessary.

**§ 205-15. Performance Bond.**

The applicant for a permit required by this Chapter must file a performance bond with the Commissioner of Highways in at least the amount of the cost of the work to be performed under the permit, except that no performance bond need be filed by any water district for a job to be performed under a permit obtained by the water district.

**§ 205-16. Permit Fees.**

**A. Fees established.**

1. By order of the Town Board, except where otherwise provided by law or where permits required by this Chapter are granted for work done at the direction of the Commissioner of Highways or his or her designee, each application for a permit which is granted by the Commissioner of Highways or his or her designee for a street opening or excavation in any street, highway or sidewalk in the Town for any purpose shall be accompanied by a fee in an amount as shall be established by the Commissioner of Highways.
2. Any permit shall expire 60 days from the date such permit is issued unless work is in progress at the end of such period and the Commissioner of Highways or his or her designee extends such permit.

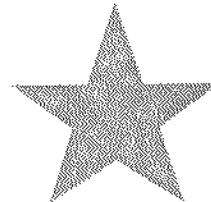
B. Public utility companies servicing the Town will pay fees in the same amounts as listed above. However, such companies need not submit payment with each application. Each public utility will be billed monthly by the Town for each permit issued to it during the previous month.

C. Water districts shall be exempt from the above permit fees.

**§ 205-17. Waivers.**

The Commissioner of Highways may waive the requirements of § 205-15 and § 205-16 when such construction or repair work is being performed in conjunction with the tree removal service provided for or by the Town of Oyster Bay and when the permit applicant can produce a homeowners' liability insurance policy which, by its terms, provides at least 10 days' notice to the Town of Oyster Bay of any cancellation and which, in the opinion of the Commissioner of Highways adequately protects the applicant and the Town during the period of the construction, and has a limit of liability of not less than \$25,000 for each occurrence.

**Section 2. Effective Date.** This Local Law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.



(Complete the certification in the paragraph that applies to the filing of this local law and strikeout that which is not applicable).

1. (Final adoption by local legislative body only).

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 2015 of the (Town) of Oyster Bay was duly passed by the Town Board on \_\_\_\_\_ 2015, in accordance with the applicable provisions of law.

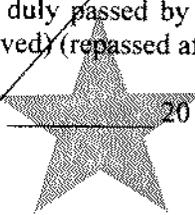
*(Name of Legislative Body)*

~~2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.~~

~~I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_\_ of the (County) (City) (Town) (Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_\_, and was (approved) (not approved) (repassed after~~

~~*(Name of Legislative Body)*~~

~~disapproval) by the \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 20 \_\_\_\_\_,~~



(Elective Chief Executive Officer\*)

in accordance with the applicable provisions of law.

3. (Final adoption by referendum).

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_ of the (County) (City) (Town) (Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_, and was (approved) (not approved) (repassed after (Name of Legislative Body) disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_. Such local law was submitted

(Elective Chief Executive Officer\*)

to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on \_\_\_\_\_ 20 \_\_\_\_, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum).

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_ of the (County) (City) (Town) (Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_, and was (approved) (not approved) (repassed after (Name of Legislative Body) disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_. Such local law was subject to

(Elective Chief Executive Officer\*)

permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20 \_\_\_\_, in accordance with the applicable provisions of law.

\*Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition).

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 20 \_\_\_\_, became operative.

6. (County local law concerning adoption of Charter).

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20 \_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.



If any other authorized form of final adoption has been followed, please provide an appropriate certification).

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I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

\_\_\_\_\_  
Clerk of the Town of Oyster Bay

(Seal)

Date: \_\_\_\_\_, 2016

(Certification to be executed by Town Attorney or other authorized attorney of locality).

STATE OF NEW YORK  
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

\_\_\_\_\_  
Signature

Town Attorney

Title

Town of Oyster Bay

Date: \_\_\_\_\_ 2016

S:\Attorney\LOCAL LAWS\South Oyster Bay Road\Legislation.doc



Meeting of June 21, 2016

Resolution No. 344 -2016

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall, Audrey Avenue, Oyster Bay, New York on, the 26<sup>th</sup> day of July, 2016, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application from FORE IMPROVEMENT CORP., fee owner, and K&K VENTURES, INC. d/b/a C&B ARCHERY, tenant, for a Special Use Permit to allow premises located at 11 Commercial Street, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 46, Block Q, Lot 235 on the Land and Tax Map of Nassau County to be used as an archery center with an accessory retail store; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in Hicksville Illustrated News and MidIsland Times (Hicksville) newspapers of general circulation within the Town of Oyster Bay.

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

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

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

Reviewed By  
Office of Town Attorney



PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, July 26, 2016, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from FORE IMPROVEMENT CORP., fee owner, and K&K VENTURES, INC. d/b/a C&B ARCHERY, tenant, for a Special Use Permit to allow premises located at 11 Commercial Street, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 46, Block Q, Lot 235 on the Land and Tax Map of Nassau County to be used as an archery center with an accessory retail store. The abovementioned Petition and maps 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 Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. TOWN BOARD OF TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: June 21, 2016, Oyster Bay, New York.

Reviewed By  
Office of Town Attorney

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Town of Oyster Bay  
Inter-Departmental Memo

TO : MEMORANDUM DOCKET  
FROM : OFFICE OF THE TOWN ATTORNEY  
DATE : June 7, 2016  
SUBJECT: FORE IMPROVEMENT CORP. and K&K VENTURES, INC.  
d/b/a C&B ARCHERY  
Application for Special Use Permit  
Premises: 11 Commercial Street, Hicksville, New York

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on July 26, 2016, in connection with the above referenced matter.

Please place this Resolution on the June 21, 2016 Town Board Calendar for action.

LEONARD GENOVA  
TOWN ATTORNEY



Dennis P. Sheehan  
Assistant Town Attorney

DPS:st  
Enclosure



WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on June 21, 2016, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated June 17, 2016, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 20, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

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

RESOLVED, That said Local Law 2-2016, entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AUTHORIZING A LOCAL RETIREMENT INCENTIVE FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

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

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Human Resources

  
Reviewed By  
Office of Town Attorney  
