

COMMISSIONER OF HUMAN RESOURCES

Deputy

APPROVED

Reviewed By
Office of Town Attorney

Meeting of August 9, 2016 RESOLUTION P-10-16

WHEREAS, The 2016 Budget, adopted October 13, 2015 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, The adoption of said 2016 Budget, on October 13, 2015, was by a Resolution of the Town Board; and

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

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

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

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

Town Clerk
Cc: Town Board
Supervisor
Human Resources
Comptroller
Payroll
Town Attorney

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

ITEM NO.	DEPT.		FROM	
033-16	CMP	\$165,000.00	CMP A	1315 46410 000 0000
			TO	
		165,000.00	CMP A	1315 44800 000 0000
			FROM	
034-16	EXE	150,000.00	DGS A	1620 42200 000 0000
			TO	
		150,000.00	DGS A	1620 42100 000 0000
			CREATE/INCREASE	
035-16	DPW	500.00	DPW A	1490 21000 000 0000
			DECREASE	
		500.00	DPW A	1490 13000 000 0000
			CREATE/INCREASE	
		150.00	DPW A	1490 21000 000 0000
			DECREASE	
		150.00	DPW A	1490 41300 000 0000
			FROM	
036-16	DPW	125,000.00	DPW A	1640 46420 000 0000
			TO	
		125,000.00	DPW A	1640 41210 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)
 Public Works
 General Services

Reviewed By
 Office of Town Attorney



2A

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

August 1, 2016

TO: MEMORANDUM DOCKET
FROM: RICHARD T. BETZ
COMMISSIONER OF PUBLIC WORKS
SUBJECT: AMENDMENT TO 2016 OPERATING BUDGET

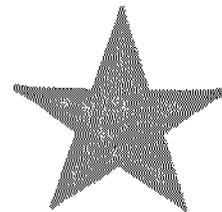
Kindly arrange to transfer funds as indicated below:

Table with 3 columns: ACCOUNT #, OBJECT DESCRIPTION, AMOUNT. Includes rows for CREATE (FURNITURE \$650.00) and DECREASE (SALARIES OVERTIME \$500.00, OFFICE SUPPLIES \$150.00).

This transfer is necessary to provide sufficient funds in order to replace a broken office chair. Please contact Joanne Bordino at extension 5709 should you have any questions regarding this matter.

Handwritten signature of Richard T. Betz, Commissioner of Public Works.

RTB/jb
cc: Town Attorney - 19 copies
Christine Wiss, Deputy Comptroller
Councilman Joseph Pinto, Town Board



2B

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

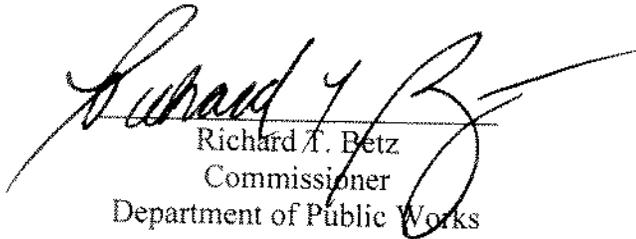
AUGUST 1, 2016

TO: MEMORANDUM DOCKET
FROM: RICHARD T. BETZ, COMMISSIONER DPW
SUBJECT: AMENDMENT TO 2016 OPERATING BUDGET

Kindly arrange to transfer funds as indicated below:

<u>ACCOUNT NO.</u>	<u>OBJECT DESCRIPTION</u>	<u>AMOUNT</u>
<u>INCREASE:</u>		
DPW A 1640 46420 000 0000	OUTSIDE REPAIRS	\$125,000.00
<u>DECREASE:</u>		
DPW A 1640 41210 000 0000	DIESEL OIL	\$125,000.00

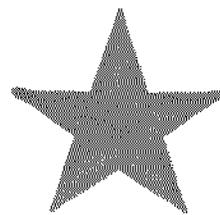
This transfer is necessary to provide sufficient funds in order to repair Town vehicles and equipment.


 Richard T. Betz
 Commissioner
 Department of Public Works

RTB/jjh

cc: Town Attorney -- Original and 19 copies
Raymond Swierkowski, Warehouse Supervisor
Joseph Pinto, Councilman

Amendbud802



2A

TOWN OF OYSTER BAY

Inter-Departmental Memo

JULY 22, 2016

To: MEMORANDUM DOCKET
From: ROBERT J. McEVOY, COMPTROLLER
Subject: TRANSFER OF FUNDS

Town Board authorization is hereby requested for the following transfer of funds:

FROM:
CMP A 1315 46410 000 0000
IT MAINTENANCE
\$165,000.00

TO:
CMP A 1315 44800 000 0000
PROFESSIONAL SERVICES
\$165,000.00

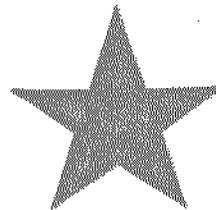
This transfer is necessary to facilitate the funding of various on-going IT initiatives.


ROBERT J. McEVOY
COMPTROLLER

RJM:mr

cc: Town Attorney (19)
Accounts Payable Division
IT Division
Reading File

RECEIVED
TOWN OF OYSTER BAY
FINANCIAL AFFAIRS



2b

Town of Oyster Bay Inter-Departmental Memo

July 25, 2016

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

In order to provide funds for townwide telephone expenses, the following transfer of funds is hereby requested:

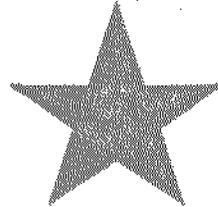
Transfer from:							
DGS	A	1620	42200	000	0000	Light, Power & Water	150,000.00
Transfer to:							
DGS	A	1620	42100	000	0000	Telephone	150,000.00

Thank you.



Robert Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 19 copies)
Word/Documents/Docket/TOF 2016 telephone



RECEIVED
TOWN OF OYSTER BAY
FINANCE AFFAIRS

Reviewed By
Office of Town Attorney

WHEREAS, Patricia A. Beckerle, Deputy Commissioner, Department of Community and Youth Services, by memorandum dated July 14, 2016, has requested authorization to accept the donation of two (2) Dell Inspiron laptops, which have a value of \$854.80, from the Friends of the Community Service Department, Inc.,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board hereby authorizes the Department of Community and Youth Services to accept the donation of two (2) Dell Inspiron laptops from the Friends of the Community Service Department, Inc. to be used by the Group Activities Program for the Handicapped (GAP) which administers programs after-school, Saturdays, and evenings as well as two camps during the summer.

-#-

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

4

414

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

July 14, 2016

TO: Memorandum Docket

FROM: Patricia A. Beckerle, Deputy Commissioner
Department of Community and Youth Services

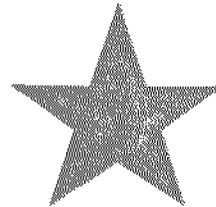
SUBJECT: Donation Acceptance – Dell Inspiron Laptops

The Department of Community & Youth Services is requesting Town Board authorization to accept the donation of two Dell Inspiron laptops from the Friends of the Community Service Department, Incorporated. The laptops are to be used by the Group Activities Program for the Handicapped (GAP) which administers programs after-school, Saturday, and evening as well as two camps during the summer. The laptops have a combined value of \$854.80 as per the attached invoice from Amazon.com.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community & Youth Services to accept the donation of two Dell Inspiron Laptops from the Friends of the Community Service Department, Incorporated.


Patricia A. Beckerle
Deputy Commissioner

PAB:lw
Attachment
cc: Town Attorney (+19 copies)



[Handwritten signature]
Reviewed By
Office of Town Attorney

WHEREAS, John E. Hammond, Town Historian and Chairman of the Town of Oyster Bay Historical Commission, by memorandum dated July 15, 2016, stated that the Quentin Roosevelt Post #4, American Legion, conducted an Independence Day Parade and Celebration on July 4, 2016, and requests, nunc pro tunc, that funds in the amount of \$500.00 be granted to said American Legion Post, to cover the cost of participation for the Oyster Bay East Norwich Community Band, with funds to be drawn from Account No. TWN A 7510 47900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and funds in an amount not to exceed \$500.00 are hereby granted, nunc pro tunc, to the Quentin Roosevelt Post #4, American Legion, in connection with its Independence Day Parade and Celebration, held on July 4, 2016, to cover the cost of participation for the Oyster Bay Community Band; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, from Oyster Bay Historical Commission Account No. TWN A 7510 47900 000 0000, 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)
Town Historian

14

415

Town of Oyster Bay
Inter-Departmental Memo

To : Memorandum Docket
From : John E. Hammond, Chairman
TOB Historical Commission
Date : July 15, 2016
Subject : Independence Day Celebration/Oyster Bay Hamlet

RECEIVED
ADMINISTRATIVE AFFAIRS
TOWN OF OYSTER BAY

The annual Independence Day Celebration in the Hamlet of Oyster Bay is sponsored by the Quentin Roosevelt Post #4 American Legion. The Town of Oyster Bay Historical Commission assisted the Legion with their plans for the event.

The Parade stepped off at 10:30 AM on July 4, 2016 from the Oyster Bay Community Center and proceeded to the Derby-Hall Bandstand where a program commenced at 11:00 AM. After the program the parade returned via the same route to the Community Center.

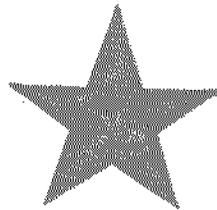
In support of the Quentin Roosevelt Post #4's parade plans the Town of Oyster Bay Historical Commission voted to seek approval for the use of funds from the Historical Commission in the amount of \$500 to cover the cost of the participation of the Oyster Bay East Norwich Community Band in the Independence Day Celebration.

It is hereby requested that Town Board approve and authorize Comptroller's Office to issue an encumbrance for the Oyster Bay East Norwich Community Band in the amount of \$500. Funds are available in account number TWN A 7510 47900 000 0000.



John E. Hammond
Town Historian

Cc: Town Attorney (orig + 19 copies)



OYSTER BAY-EAST NORWICH COMMUNITY BAND

Stephen V. Walker, *Director*

29 School Street

Oyster Bay NY 11771

6 July 2016

Town of Oyster Bay Historical Commission
Oyster Bay Town Hall
Audrey Avenue
Oyster Bay NY 11771

Dear Sirs,

This is an invoice for musical services rendered by the *Oyster Bay-East Norwich Community Band* on July 4th, 2016 for the Town of Oyster Bay's annual Independence Day celebration in conjunction with Quentin Roosevelt Post #4, American Legion. The cost is \$500. Thank you for inviting us to play. It was a memorable day for all.

Sincerely,

Stephen V. Walker
Director



QUENTIN ROOSEVELT POST, NO. 4

AMERICAN LEGION



**BOX 411
OYSTER BAY, N.Y. 11771**

June 06, 2016

**Oyster Bay Community Band
c/o Stephen V. Walker
29 School Street
Oyster Bay, NY 11771**

Dear Mr. Walker,

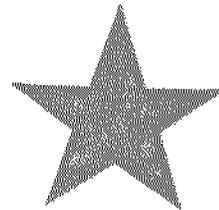
The American Legion, Quentin Roosevelt Post #4 will be hosting the Village of Oyster Bay July 4th Independence Day Celebration. The parade and Ceremony at the Bandstand will take place on Monday July 4th, 2016. We would like the Community Band to provide music at the Derby-Hall Bandstand as they have done in the past, your participation in this event would be appreciated. You will be sponsored by the Town of Oyster Bay Historical Commission. The parade will form on Church Street in front of the Oyster Bay Community Center at 10 A.M. and start time will be 10:30 A.M. The ceremonies will take place at the Derby Hall Band Stand in front of Town Hall approximately 11:00 A.M. After the ceremonies the parade will reform and march back to the Community Center.

Please let the Legion know if you can participate with us. Address all correspondence to the above address or phone the undersigned at (516) 922-7135.

For God and Country


**Reginald Butt, Jr. PCC
Parade Chairman**

**cc: Town of Oyster Bay Historical Commission
TOB Historian**



INDEPENDENCE DAY 2016

TOWNSEND PARK

OYSTER BAY-EAST NORWICH COMMUNITY BAND

WELCOMING MUSIC

Teddy, You're a Bear.....**Lardner & Lee**
Yankee Doodle Boy.....**George M. Cohan**

MASSING OF THE COLORS

Star-Spangled Banner.....**Key/Smith**

PLEDGE OF ALLEGIANCE / WELCOME / INTRODUCTIONS

MUSICAL SELECTION

American Heroes (Armed Forces Salute)..... *arr. by Carl Strommen*

GUEST INTRODUCTION / REMARKS

MUSICAL SELECTION

Teddy's Campaigns (1898-1904-1912).....*arr. by Stephen V. Walker*

JAMES FOOTE AS THEODORE ROOSEVELT

MUSICAL SELECTION

Hands Across the Sea.....**John Philip Sousa**

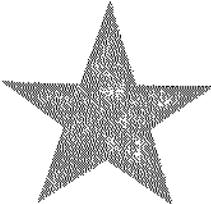
RETIRING OF COLORS

EXIT MUSIC

Down In Oyster Bay.....**Max Clay**



God Bless America the Beautiful.....Irving Berlin



WHEREAS, Patricia Beckerle, Deputy Commissioner of the Department of Community and Youth Services, by memorandum dated July 21, 2016, requested Town Board authorization to sponsor enrichment workshops and to retain the professional services of the instructors on the attached chart for the locations, services and fees listed therein, with funds to be drawn from Account No. CYS A 7020 47660 000 0000, for the 2016 Town of Oyster Bay Enrichment Program Workshops, and that the registration fees for the Children's and Adult Workshops be from \$50.00 to \$100.00 for Residents and \$65.00 to \$115.00 for Non-Residents and monies collected from the workshops will be deposited in Revenue Account No. CYS A 0001 02001 511 0000, and that the Department of Community and Youth Services be granted Town Board authorization to process refunds for workshops that do not materialize for cause,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Community and Youth Services, is hereby authorized to retain the professional services of the instructors on the attached chart, for the locations, services and fees listed therein, for the 2016 Town of Oyster Bay Enrichment Program Workshops; and be it further

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

RESOLVED, That the registration fees for the Children's and Adult Workshops will range from \$50.00 to \$100.00 for Residents and \$65.00 to \$115.00 for Non-Residents and monies collected from the workshops will be deposited in Revenue Account No. CYS A 0001 02001 511 0000; and be it further

RESOLVED, That the Department of Community and Youth Services is hereby authorized to process refunds for workshops that do not materialize for cause, and the Comptroller is hereby authorized and directed to make payment for the aforementioned professional services, upon presentation of a duly certified claim, after audit, and to process refunds for resident and non-resident fees, 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)
Community & Youth Services

Reviewed By
Office of Town Attorney

416

4

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

RECEIVED
EXECUTIVE AFFAIRS
TOWN OF OYSTER BAY
JUL 21 2016

July 21, 2016

TO: Memorandum Docket
FROM: Patricia A. Beckerle, Deputy Commissioner
Department of Community and Youth Services
SUBJECT: Fall, 2016 Workshop Enrichment Program – Instructional Services

The Department of Community & Youth Services is requesting Town Board authorization to sponsor enrichment workshops and to retain the professional services of Instructors to conduct those enrichment workshops.

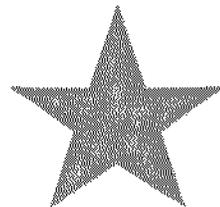
The Instructors shall render professional services and receive fees for the services in accordance with the attached table. The table also details the workshop types and locations. The funds for the Instructor's fees are available in Account CYS A 7020 47660 000 0000 *Special Events*.

The registration fees for the Children's and Adult Workshops will range from \$50.00 to \$100.00 for Residents and \$65.00 to \$115.00 for Non-Residents. The registration fees collected from these workshops shall be deposited in Revenue Account CYS A 0001 02001 511 0000.

The Department also requests authorization for the Commissioner of Community & Youth Services to process refunds for workshops that do not materialize for cause. Said refunds will be issued by the Town's Comptroller's Office after audit.


Patricia A. Beckerle
Deputy Commissioner

PAB:sab
Attachment
cc: Town Attorney (+19 copies)



2016 FALL Instructional Services	Check Payable to:	Community Centers	Fee per Session x Amount of Sessions	Amount Not to Exceed
<u>Zumba Fitness</u> One (1) Adult Workshop. Ten (10) sessions.	<u>Janet Spiro</u> 17 Walters Avenue Syosset, NY 11791	Marjorie Post	\$60.00 per session x ten (10) sessions	\$600.00
<u>Mah Jonga</u> Two (2) Adult Workshops. Eight (8) sessions each.	<u>Amy Miller</u> 91 Convent Road Syosset, NY 11791	Syosset- Woodbury	\$60.00 per session x sixteen (16) sessions	\$960.00
<u>Tuney Tots</u> Two (2) Child-with-Caregiver Workshops. Five (5) Sessions each.	<u>Tuney Tots</u> 407 Madison Avenue West Hempstead, NY 11552	Syosset- Woodbury/ Marjorie Post	\$175.00 per session x ten (10) sessions	\$1,750.00
Instructor: Robin Pilss <u>*JumpBunch</u> One (1) Children's Workshop. Eight (8) sessions.	<u>I Like Sports, Inc. dba</u> <u>JumpBunch</u> 5 Burling Lane Old Bethpage, NY 11804	Syosset- Woodbury	\$120.00 per session x eight (8) sessions	\$960.00
<u>Drama Kids</u> Two (2) Children's Workshops. Five (5) sessions each.	<u>Sam Jr. Inc.</u> <u>(Drama Kids of South</u> <u>Nassau)</u> 68 Raymond Place Hewlett, NY 11557	Syosset- Woodbury	\$150.00 per session x twenty (10) sessions	\$1,500.00
<u>Guitar Kids!</u> <u>Drumming for Kids & Piano for</u> <u>Kids</u> Three (3) Children's Workshops. Eight (8) sessions each.	<u>Long Island</u> <u>School of Music, Inc.</u> 297 Larkfield Road #870 East Northport, NY 11731	Syosset- Woodbury	\$60.00 per session x sixteen (24) sessions	\$1,440.00
Dance Time Two (2) Children's Workshops. Eight (8) sessions each.	<u>Mary Douglas</u> 1099 North Broadway North Massapequa, NY 11758	Syosset- Woodbury	\$130.00 per session x sixteen (16) sessions	\$2,080.00
Beginning Quilting One (1) Adult Workshop. Eight (8) sessions.	<u>Joyce Morici Fischer</u> 137 Connecticut Avenue Massapequa, NY 11758	Syosset- Woodbury	\$150.00 per session x eight (8) sessions	\$1,200.00

TOTAL: \$10,490.00

Please note that in addition to said workshops described above, the Town of Oyster Bay will offer the following workshops for which no funds shall need to be encumbered:

Six Children's workshops run by *Mad Science of Long Island* - three Chess workshops, one Brixology workshop and two Mad Science workshops held at the following locations: Syosset-Woodbury Community Center, Marjorie Post Park Community Center and the William P. Bennett Hicksville Community Center. *Mad Science of Long Island* will conduct the registration process for these workshops and all registration fees will be paid directly to them.

Six Adult workshops in the field of applied fine arts - three workshops in Oil & Acrylics, one workshop in Watercolor and two workshops in Drawing Fundamentals. All will be held at the Syosset-Woodbury Community Center and will be instructed by a Town of Oyster Bay employee.



WHEREAS, Timothy R. Zike, Deputy Commissioner of the Department of Planning and Development, by memorandum dated July 25, 2016, recommended that a refund in the amount of \$243.00 be authorized to Level Solar Inc., 90 13th Avenue, Suite #8, Ronkonkoma, New York 11779, under account number PAD B 0001 02555 000 0000, for Building Permit No. R15001671, because the permit was withdrawn by the property owner Mr. Kenneth Hessel,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board authorizes payment of a refund to Level Solar Inc. in the amount of \$243.00, 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.

-#-

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

Reviewed By
Office of Town Attorney

10

417

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DATE: July 25, 2016

TO: MEMORANDUM DOCKET

FROM: OFFICE OF THE COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: RESIDENT REFUND – LEVEL SOLAR INC.

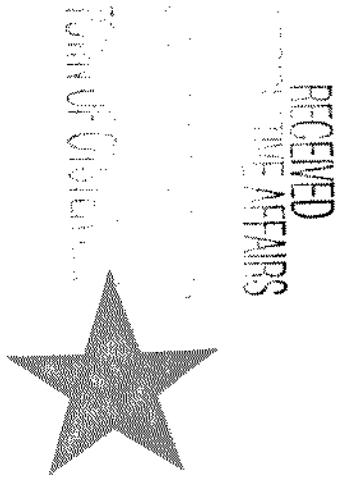
Pursuant to the Code of the Town of Oyster Bay, this department granted a Building Permit Number R15001671 in the amount of \$243.00, receipt number 01000402250 for the installation of solar panels. This permit is being withdrawn by the property owner, Mr. Kenneth Hessel.

Therefore, in light of the aforementioned facts, a two hundred forty-three dollar (\$243.00) refund for the building permit fees associated with Building Permit Number R15001671 should be refunded to Level Solar Inc., 90 13th Avenue, Suite #8, Ronkonkoma, New York 11779 under account number PAD B 0001 02555 000 0000.

Timothy R. Zike

 Timothy R. Zike
 Deputy Commissioner
 Department of Planning and Development

TRZ/ds
 Cc: The Honorable Joseph G. Pinto, Town Councilman
 Town Attorney's Office (w/19 copies)



May 18, 2015

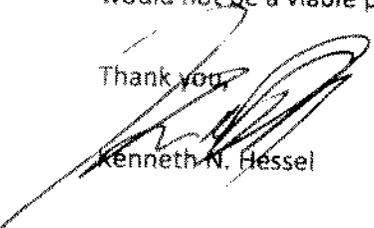
Level Solar
90 13th Ave., Suite 8
Ronkonkoma, NY 11779

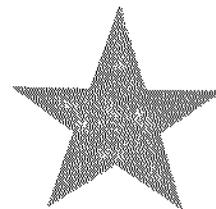
Dear Sirs,

Due to recent change in long term plans for our house we have asked that the building permit issued for the installation of solar panels on the house at 100 Lantern Rd., Hicksville NY be voided.

Due to pending move and the likely sale of the house, we have decided that the lease of solar panels would not be a viable plan at this time.

Thank you,


Kenneth N. Hessel



TOWN OF OYSTER BAY

2 ITEMS OF 3

PERMIT RECEIPT

OPERATOR: ljohnson
COPY # : 1

Sec:45 Twp:Oyster B Rng: Sub: Blk:287 Lot:11
SBL 45-287-11

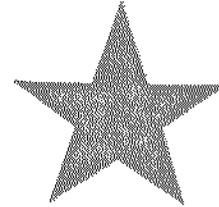
DATE ISSUED.....: 05/05/2015
RECEIPT #.....: 01000402250
REFERENCE ID #: 15040224

SITE ADDRESS: 100 LANTERN RD
SUBDIVISION:
CITY: HICKSVILLE
IMPACT AREA

OWNER: KENNETH N HESSEL
ADDRESS: 100 LANTERN ROAD
CITY/STATE/ZIP: HICKSVILLE, NY 11801

RECEIVED FROM: RECEIPT INTERFACE
CONTRACTOR: LEVEL SOLAR INC LIC # 02623
COMPANY: LEVEL SOLAR INC
ADDRESS: 90 13TH AVENUE #8
CITY/STATE/ZIP: RONKONKOMA, NY 11779
TELEPHONE: (631) 285-2557

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BLDG FEE VALUATION		14,250.00	268.00	0.00	268.00	0.00
B-CC		1.00	25.00	0.00	25.00	0.00
TOTAL PERMIT :			293.00	0.00	293.00	0.00



TOWN OF OYSTER BAY

ITEM 3 OF 3

\$50 CREDIT RECEIPT

RECEIPT # : 01000402250

PRINT DATE : 05/05/2015

RECEIPT DATE : 05/05/2015

PRINT TIME : 13:55:23

OPERATOR : ljohnson

COPY # : 1

RECEIVED BY : LJ

CASH DRAWER: 01

REC'D. FROM : LEVEL SOLAR INC

CUSTOMER ID	ITEM	PAYMENT
1.000 @	\$50.00 \$50 CREDIT	-50.00
TOTAL		-50.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	243.00	1480
TOTAL RECEIPT :	243.00	

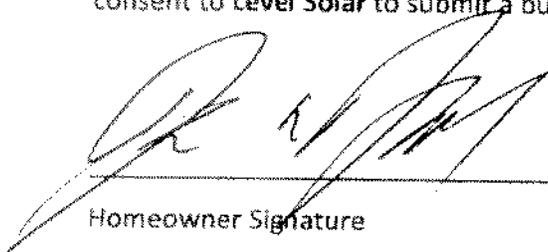


Owners Consent Form

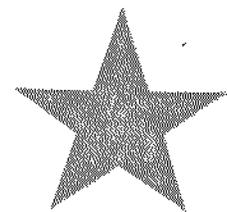
Homeowner Name: Kenner Hessell

Address of Property: 100 Canton Road, Hicksville NY 11801

Please be advised that I am the owner of record for the above referenced property and hereby consent to Level Solar to submit a building permit application on my behalf.


Homeowner Signature

3/25/2015
Date



CHECK: 1424

Date: Apr 15, 2015

Amount: \$50.00



(631) 285-2557 1424

LEVEL SOLAR INC.
50 13TH AVENUE, SUITE B
ROCKY HILL, NY 11773

DATE 04-1-15 1-8-20

PAY TO THE ORDER OF TOWN OF Oyster Bay \$ 50^{xx}/₁₀₀

Fifty Dollars and 00 DOLLARS

citibank
CITIBANK N.A. BR. #008
250 W. 100TH STREET
NEW YORK, NY 10024

FOR Hessel-Am [Redacted] [Signature]

[Redacted]
CAPITAL ONE, NA
[Redacted]
RICHMOND, VA 330 23
Deposit [Redacted]

Citibank Deposit Only
 Town of Oyster Bay
 PAY TO THE ORDER OF
 CAPITAL ONE BANK
 02107912
 FOR DEPOSIT ONLY
 TOWN OF OYSTER BAY

Did you know... Check Image files may be automatically saved on the hard drive of this computer. If other people use this computer you should delete these files so that no one will have access to your check images and account information. [Learn more.](#)



TOWN OF OYSTER BAY

CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER
FEDERAL ID # SOCIAL SECURITY #

46-4060893

CLAIMANT'S NAME LEVEL SOLAR INC.	CONTRACT #	ORDER #
CLAIMANT'S ADDRESS 90 13th Avenue, Suite #8 Ronkonkoma, NY 11779	CONTRACT NAME	
TOWN DEPARTMENT PLANNING & DEVELOPMENT	CLAIMANT INVOICE #	

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
7/22/16	Refund for Building Permit Number R15001671 issued on May 8, 2015 for the installation of solar panels. This permit is being withdrawn by the property owner, Kenneth Hessel.		\$243.00
	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

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

Two hundred forty-three dollars and no cents

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

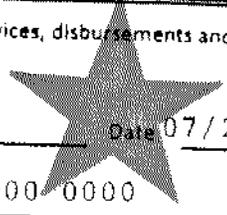
CLAIMANT FURTHER CERTIFIES that the unit prices charged herein are not higher than those charged to any governmental or commercial consumer for like deliveries.

TOTAL AMOUNT	\$243.00
CASH DISCOUNT %	
NET AMOUNT	

Signature <u>Amy M. DePietto</u>	Title <u>Director of Public Affairs</u>
Print or type name <u>Amy M. DePietto</u>	Name of Company <u>Level Solar</u>
	Date <u>05-27-15</u>

HEARBY APPROVE this claim form for the sum of *****\$243.00***** for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.

Signature <u>Timothy R. Zike</u>	Title <u>Deputy Commissioner</u>	Date <u>07/22/2016</u>
Department <u>Planning and Development</u>	Account <u>PAD B 3620 02555 000 0000</u>	



Building Permit

R15001671

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.
Hicksville	45-287-11	R1-7	15040224			01000402250

Permittee	LEVEL SOLAR INC. 90 13TH AVENUE, #2 RONKONKOMA, NY 11779 (631) 285-2567	Contractor	LEVEL SOLAR INC. 90 13TH AVENUE, #2 RONKONKOMA, NY 11779 (631) 285-2567
Property Owner	KENNETH N NESSEL 100 LANTERN ROAD, HICKSVILLE, NY 11801 (516) 470-0608	Plumber	
		Electrician	WAYTE YOUR PROBLEM ELECTRIC 21568 BELLMORE AVENUE, BELLMORE, NY 11730 (516) 489-6328

Address of Actual Construction

100 LANTERN ROAD, HICKSVILLE, NY 11801	Tenant
Permission Granted for the	INSTALLATION OF
	Estimated Cost of Construction \$14,250

Nineteen (19) roof mounted solar panels as per plan prepared by Roger Alsworth, P.E., dated 04/07/15.

ALL WORK TO COMPLY WITH TOWN APPROVED PLAN DATED: 04/14/15

ZONING REVIEW: ONE FAMILY DWELLING ONLY

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 acknowledgment 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
N	LANTERN ROAD	324.00	E	CHERRY LANE HICKSVILLE
DESCRIPTION	FEE	PAID	BALANCE	
APP FEE	30.00	30.00	0.00	
BLDG	243.00	243.00	0.00	
CC	26.00	26.00	0.00	
*** FEE TOTALS ***	343.00	343.00	0.00	
TOTAL PAID AFTER APPLICATION FEE APPLIED: \$243.00				
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. Permits and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspections.		Changes regarding of site 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.		

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:

BUILDING INSPECTIONS:

- *Demolition inspections - Check with Building Division.
- *Concrete Certifications
- *Soil Conditions - before footings and foundations are poured.
- *Forms for footings, keyways and foundations including label.
- *Waterproofing, membrane and insulating
- *Foundations and/or slabs
- *Framing - wood or steel before mechanics.
- *Framing after mechanics are before insulating.
- *Insulation inspection - before closing.
- *Rough enclosed
- *Final inspections

PLUMBING INSPECTIONS

- *Underground plumbing - before backfilling.
- *Rough plumbing - before shored up and ready for test.
- *Final inspection when all fixtures are set.
- *Sewer connection - four tie-in
- *Sanitary systems - (sanitary/Construction)
- *Installation or replacement of burners. (oil, gas, electric)
- *All Tanks - inground or above. (Check with Building Division for required testing and in Testing and Inspections)
- *Pressure tests are required for any natural or propane gas installation. Alteration or replacement
- *Hydrostatic pressure testing must be witnessed by a plumbing inspector for all fire sprinkler systems.

DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONNECTION 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:	05/08/2015	Work Must Start By:	11/6/2015
CO must be issued by 05/08/2016 or permit will expire unless renewed prior to expiration.			
Permittee's copy of approved plans must be available at the site for all inspections.			
CONSTRUCTION DEPARTMENT OF PLANNING AND DEVELOPMENT			



Frederick P. Ippolito, Commissioner

Building Inspector's Report

Timothy R. Zike, Deputy Commissioner

Date: 5/28/15

Time: ___ AM ___ PM

I have reviewed () previous reports.

Owner: K. HESSEL
Address: 100 LANFERN RD.
Telephone: HICKSVILLE

Contractor: LEVEL SOLAR INC.
Address: _____
Telephone: _____

Zone: R1-7.
Sec: 45
Blk: 287
Lot(s): 11

Permit #(s)	Type	Date Issued	Expiration Date
R15001671	SOLAR PANELS	4/14/15	4/14/16

Type of Inspection - Excavation Footing Foundation Rough Frame
 Final Frame Insulation Final Other **VERIFY SOLAR PANELS NOT ADDED + VOID PERMIT**

PLEASE NOTE - A field inspection has revealed that the following items are necessary:

To Continue Work:

- No One Was Home
- Call For Inspection - (516) 624-6222
- No Building Plans on Job
- Need Amended Building Plans
- Work Does Not Conform to Building Code
- Work Does Not Conform to Approved Building Plans

To Obtain a Certificate of Occupancy:

- Must Obtain Electrical Certificate From Approved Electrical Inspection Service For:
- Must Submit Updated Property Survey
- Must Obtain Plumbing Approval
- Must Obtain Permit For:

The items checked below have been observed during the course of the field inspection and require permits. Failure to obtain permits will result in the delay of the issuance of a Certificate of Occupancy/Compliance.

- | | | |
|--|--|---|
| <input type="checkbox"/> Cellar Entrance | <input type="checkbox"/> Roofed-Over Patio/Deck | <input type="checkbox"/> Solar Heat |
| <input type="checkbox"/> Deck | <input type="checkbox"/> Second Apartment/Dwelling | <input type="checkbox"/> A/C Unit |
| <input type="checkbox"/> Dock | <input type="checkbox"/> Shed | <input type="checkbox"/> Dormers |
| <input type="checkbox"/> Enclosed Porch | <input type="checkbox"/> Swimming Pool | <input type="checkbox"/> Other Structures |
| <input type="checkbox"/> Extension | <input type="checkbox"/> Swimming Pool Fence | |
| <input type="checkbox"/> Fence | <input type="checkbox"/> Swimming Pool Heater | |
| <input type="checkbox"/> Fireplace | <input type="checkbox"/> Swimming Pool Filter | |
| <input type="checkbox"/> Garage | <input type="checkbox"/> Swimming Pool Accessories | |
| <input type="checkbox"/> Garage/Converted | <input type="checkbox"/> Swimming Pool Raised Deck | |
| <input type="checkbox"/> Interior Alterations | <input type="checkbox"/> Skylight | |
| <input type="checkbox"/> Retaining Wall/Bulkhead | | |

Comments/Observations/Information:

No SOLAR ON SITE.
VOID PERMIT

PLEASE NOTE - All inspections approved are subject to review of file and certification requirements. You will be notified if any further documentation is required.

Inspection Approved: Yes No Conditional Approval (See Comments)
 Report to Contractor: In Person Left on Premises
 Report to Homeowner: In Person By Mail
 N.O.V. #: _____ Date Due: _____ Summons #: _____ Date Returnable: _____

Received By: _____ Inspector's Signature: Mike Fabrizio
 Inspector's Extension: (516) 624-6225

THIS IS A COPY. THE ORIGINAL IS ON FILE IN THE BUILDING DIVISION.

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

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

WHEREAS, Leonard Genova, Town Attorney, and Jeffrey H. Ehrlich, Deputy Town Attorney, by memorandum dated July 20, 2016, have advised that claimant alleges that he suffered serious personal injuries which resulted in a broken right arm that needed to be reset multiple times that required surgery, when claimant fell off from the steps of a ladder of the high diving board at the Bethpage Community Park pool, in Bethpage, New York; and

WHEREAS, after extensive settlement negotiations, this case settled in September 2012, prior to jury selection, for \$225,000.00 with plaintiff's grandmother, Judith Guido, paying \$35,000.00 and co-defendant, Duraflex International, paying \$35,000.00 and the Town of Oyster Bay paying \$155,000.00,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, payment of the sum of \$155,000.00 is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to claimant, Christopher Guido, an infant by p/n/g William Guido, with regard to Claim No. 2009-10444 (09170), and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check to the following recipients: Michael G. LoRusso, P.C., in the amount of \$3,459.00 (for disbursements); Michael G. LoRusso, P.C., in the amount of \$73,839.61 (for legal fees); Optum, in the amount of \$6,890.81 (for a medical lien); Department of Social Services, State of Connecticut in the amount of \$26,008.03 (for a medical lien); and William Guido, jointly with an officer of People's Bank, in the amount of \$44,802.55; and be it further

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

-#-

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

Supervisor 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)

AMS
Reviewed By
Office of Town Attorney
Amy Ehrlich

418

14

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : July 20, 2016

SUBJECT: SETTLEMENT OF NEGLIGENCE CLAIM
 Claimant: Christopher Guido, an infant by William Guido, p/n/g, and
 William Guido, Individually v. Town of Oyster Bay
 Claim No.: 2009-10444 (09170)

A resolution of the Town Board is required in order for the Town to settle claims, where the amount of the proposed settlement exceeds Ten Thousand (\$10,000.00) Dollars.

The above referenced claim arose as a result of an accident that occurred on August 22, 2009. Claimant, Christopher Guido, suffered serious personal injuries which resulted in a broken right arm that needed to be reset three times which required surgery, when claimant fell off from the steps of a ladder of the high diving board at the Bethpage Community Park pool, in Bethpage, New York.

After extensive settlement negotiations, this case settled in September 2012, prior to jury selection, for \$225,000.00 with plaintiff's grandmother, Judith Guido, paying \$35,000.00 and co-defendant, Duraflex International, paying \$35,000.00 and the Town of Oyster Bay paying \$155,000.00. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

Accordingly, we have attached a resolution authorizing payment of \$155,000.00, together with copies of a Stipulation of Settlement, Hold Harmless Agreement, Infant's Compromise Order, Stipulation of Discontinuance, and a General Release executed by William Guido on May 24, 2016.

LEONARD GENOVA
TOWN ATTORNEY



Jeffrey H. Ehrlich
Deputy Town Attorney

JHE:ba
Attachments
cc: Town Attorney (w/19 copies)



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
CHRISTOPHER GUIDO, an infant by and through his
Father and Natural Guardian, WILLIAM GUIDO, and
WILLIAM GUIDO, Individually,

Index No.: 10-021029

Plaintiffs,

- against -

**STIPULATION OF
SETTLEMENT**

TOWN OF OYSTER BAY, JUDITH A. GUIDO,
DURAFLEX INTERNATIONAL CORPORATION,

Defendants.
-----X

IT IS HEREBY STIPULATED AND AGREED by and between the plaintiffs,
WILLIAM GUIDO, as father and natural guardian of CHRISTOPHER GUIDO, and WILLIAM
GUIDO, Individually, and defendant, TOWN OF OYSTER BAY, and their respective counsel,
that the above matter is settled in the sum of \$155,000.00 to be received from the TOWN OF
OYSTER BAY; and it is

FURTHER STIPULATED AND AGREED TO that plaintiffs' counsel represented to
the TOWN's counsel that he has spoken with his clients and the clients agreed to the settlement
and that plaintiffs' counsel represents, as an officer of the court, that he has the authority to enter
into this settlement agreement; and it is

FURTHER STIPULATED AND AGREED TO that plaintiffs' counsel shall provide
the TOWN's counsel with two (2) original duly executed general releases releasing the TOWN
OF OYSTER BAY, and an original and a copy of the Stipulation of Discontinuance with
Prejudice and without costs to either side; and it is

FURTHER STIPULATED AND AGREED TO, that the settlement is subject to Town
Board approval within 120 days from the date of receipt by the TOWN's counsel of the above-
referenced settlement documents and an executed Infant Compromise Order. In the event said
settlement approval is rejected by the Town Board or not approved within the 120 day period, the



defendant, TOWN OF OYSTER BAY, agrees to enter into a stipulation with plaintiffs' counsel restoring the above matter to the court's calendar on ten (10) days written notice; and it is

FURTHER STIPULATED AND AGREED TO, that the plaintiffs and plaintiffs' counsel represent that if any liens do exist, plaintiffs hold TOWN OF OYSTER BAY and the TOWN's counsel harmless and shall indemnify the TOWN therefor, and it is

FURTHER STIPULATED AND AGREED TO, that plaintiff's counsel and the plaintiffs understand that it may take four (4) months for the TOWN OF OYSTER BAY to process and issue a settlement check and therefore waive the provisions of CPLR §5003-a(b).

Dated: Garden City, New York
April 20, 2016

**BURNS, RUSSO, TAMIGI & REARDON,
LLP**

Burns Russo Tamigi & Reardon LLP
By: *James F. Diviney*

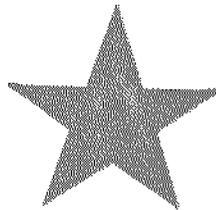
JAMES F. DIVINEY

Attorneys for Defendant
TOWN OF OYSTER BAY
390 East Old Country Road
Garden City, New York 11530
(516) 746-7371
Our Reference: TOB 13888

MICHAEL G. LORUSSO, P.C.

By: *Michael G. Lorusso*

Attorney for Plaintiffs
CHRISTOPHER GUIDO, infant by and
through his father and natural guardian,
WILLIAM GUIDO, and WILLIAM GUIDO,
Individually
316 Jackson Avenue
Syosset, New York 11791
(516) 921-4305



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
CHRISTOPHER GIUDO, an infant by and through his
Father and Natural Guardian, WILLIAM GUIDO,
and WILLIAM GUIDO, Individually,

Index No.: 10-021029

Plaintiffs,

**HOLD HARMLESS
AGREEMENT**

- against -

TOWN OF OYSTER BAY, JUDITH A. GUIDO,
DURAFLEX INTERNATIONAL CORPORATION,

Defendants.
-----X

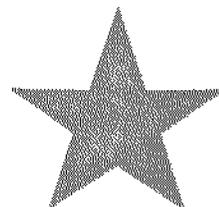
IT IS HEREBY AGREED, that plaintiffs, CHRISTOPHER GUIDO, an infant by and through his father and natural guardian, WILLIAM GUIDO, and WILLIAM GUIDO, individually, will hold the defendant, TOWN OF OYSTER BAY, and defendant's counsel Burns, Russo, Tamigi & Reardon LLP, their agents, servants, employees, heirs, executors, administrators, successors and assigns harmless from any and all medical expenses, medical liens and other liens arising out of the accident/incident and injuries of CHRISTOPHER GUIDO, infant, which occurred on or about August 22, 2009 and arising out of the lawsuit brought in Supreme Court, Nassau County under Index No.: 021029/10, or any other claim arising therefrom, and shall indemnify said defendant and defendant's counsel therefor.

Dated: Garden City, New York
April 20, 2016



WILLIAM GUIDO

As father and natural guardian of
CHRISTOPHER GUIDO and
WILLIAM GUIDO, individually



An Infant Compromise Part
At Part _____ of the Supreme Court of the
County of Nassau, at the Courthouse
thereof, located at 100 Supreme Court
Drive, Mineola, NY, on the 22nd day of
October, 2015.

PRESENT:
HON. HON. R. BRUCE COZZENS, JR.
JUSTICE

Index No.: 10-021029

-----X
CHRISTOPHER GUIDO, an infant by and through his
Father and Natural Guardian, WILLIAM GUIDO,
and WILLIAM GUIDO, Individually,

Plaintiffs,

INFANT COMPROMISE
ORDER

-against-

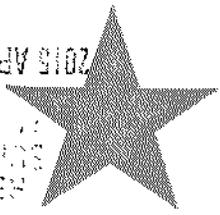
TOWN OF OYSTER BAY, JUDITH A. GUIDO,
And DURAFLEX INTERNATIONAL CORPORATION.

Defendants.
-----X

Upon reading and filing of the Affidavit of the Parent and Natural Guardian,
WILLIAM GUIDO, duly sworn to on the 26th day of March, 2015, Affirmation of MICHAEL
G. LoRUSSO, ESQ., dated the 19th day of March, 2015, the affirmation of Dr. Craig Rodner,
M.D. dated the 31st day of March, 2015, and it appearing that the Infant-Plaintiff,
CHRISTOPHER GUIDO, is currently thirteen (13) years of age, having been born on October
23, 2001, and the infant, the parent and natural guardian and the attorney having appeared
before me on the 22nd day of October, 2015, and it appearing that the best interests
of the said infant will be served, and upon all of the papers, pleadings and proceedings
heretofore had herein,

2015 APR 27 PM 3:11

1
10
31
2015



NOW, on motion of MICHAEL G. LoRUSSO, attorney for the plaintiff, it is

ORDERED, that WILLIAM GUIDO, as father and natural guardian of the infant plaintiff,

CHRISTOPHER GUIDO, is hereby authorized to enter into a compromise of the infant's cause of action herein upon the following terms to wit:

For The Sum of Two Hundred Twenty Five Thousand (\$225,000) Dollars

*7C
ISC*

ORDERED, that out of the settlement, Defendants, who are self-insured, pay to the Plaintiffs' attorney, MICHAEL G. LoRUSSO, P.C. the sum of Three Thousand, Four Hundred and Fifty Nine Dollars and ~~seventy-eight cents~~ (\$3,459.00) covering the itemized disbursements as noted in the attorney's affirmation; and it is further,

ORDERED, that the Defendants, pay to the Plaintiffs' attorney, MICHAEL G. LORUSSO, P.C. , the sum of Seventy-Three Thousand, Eight Hundred Thirty-Nine dollars and sixty-one cents (\$73,839.61) being attributed to legal fees as full and fair compensation for services rendered to the Infant-Plaintiff herein, and it is further,

ORDERED, that the Defendants, pay to Optum the sum of Six Thousand, Eight Hundred Ninety Dollars and eighty-one cents (\$6,890.81) for full and final satisfaction of a lien for medical bills paid.

ORDERED, that the Defendants, pay to Department of Social Services, State of Connecticut, the sum of Twenty-Six Thousand Eight Dollars and three cents (\$26,008.03) for full and final satisfaction of a lien for medical bills paid.

ORDERED, that the balance, to wit, the sum of One Hundred ~~Forty~~ ^{Fourteen} Thousand, Eight Hundred and ~~Ten~~ ^{Two} Dollars and ~~fifty-eight~~ ^{Five} cents (\$114,802.55) shall be paid by the Defendants

ISC

to the guardian parent of the said infant to be held for the sole use and benefit of the said

infant, jointly with an officer of the bank located at People's Bank

located AT

211 High St

Torrington Ct 06790



OK
30

Insured

to be deposited in said bank in an interest bearing account in the name of said guardian to the credit of the said infant, subject to further order of the Court, and it is further

ORDERED, that said depository wherein the proceeds of such compromise and settlement shall be held shall pay over all monies held in the account of the infant, upon demand and without further court order, when the infant reaches the age of eighteen (18) years, upon presentment of proper proof thereof to such depository, and it is further

ORDERED,

a. That said funds shall be deposited in the account having the highest interest yield available, irrespective of whether it be a savings account, a certificate of deposit or other form of time deposit, and

b. If all or part of said funds are deposited in savings certificates or other form of time deposit, the date of maturity of said deposit shall not extend beyond the date when the infant attains the age of eighteen (18) years, and shall be continuously renewed upon maturity at the highest rate of interest then available, and when such time deposit or certificate of deposit account is available, the accumulated funds shall then be placed in the bank's insured money market account, and it is further

ORDERED, THAT THERE SHALL BE NO RIGHT OF WITHDRAWAL FROM ANY OF THE AFORESAID ACCOUNTS, INCLUDING THE INSURED MONEY MARKET ACCOUNT, UNTIL THE INFANT PLAINTIFF'S EIGHTEENTH (18TH) BIRTHDAY, EXCEPT UPON THE FURTHER ORDER OF THIS COURT, and it is further

ORDERED, that conditioned upon compliance with the terms of this Order the said guardian be and hereby is authorized and empowered to execute and deliver a General



Release and any other instruments necessary to effectuate the settlement herein, and it is

AND THAT THE FILING OF A BOND IS HEREBY WAIVED, AND IT
further
IS FURTHER

ORDERED, that upon presentation of future estimated State and Federal tax forms and

upon presentation of the passbook the aforesaid bank will issue drafts payable to the I.R.S.

APPROPRIATE FEDERAL AND STATE TAXING AUTHORITIES

and State Tax for payment of future taxes on behalf of the infant only, ON SAID INFANT'S

ACCOUNT EARNINGS.

ENTER.

OCT 22 2015

I.S.C.



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
CHRISTOPHER GUIDO, an infant by and through his
Father and Natural Guardian, WILLIAM GUIDO, and
WILLIAM GUIDO, Individually,

Index No.: 10-021029

Plaintiffs,

- against -

**STIPULATION OF
DISCONTINUANCE**

TOWN OF OYSTER BAY, JUDITH A. GUIDO,
DURAFLEX INTERNATIONAL CORPORATION,

Defendants.
-----X

IT IS HEREBY STIPULATED AND AGREED, that by and between the undersigned, the attorneys of record for all the parties to the above-entitled action, that whereas no party hereto is an incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of this action, the above-entitled action, together with all cross-claims and counterclaims, be and the same hereby are discontinued, with prejudice, and without interest, costs and disbursements as to any party as against the other.

This stipulation may be filed without further notice with the Clerk of the Court.

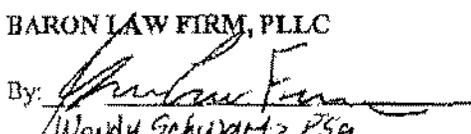
Dated: Garden City, New York
April 20, 2016

MICHAEL G. LORUSSO, P.C.

By: 

Attorney for Plaintiffs
CHRISTOPHER GUIDO AND
WILLIAM GUIDO
336 Jackson Avenue
Syosset, New York 11791
(516) 921-4305

BARON LAW FIRM, PLLC

By: 

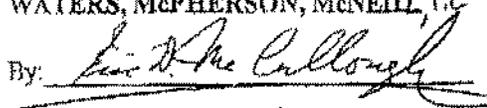
Attorneys for Defendant
JUDITH A. GUIDO
166 Laurel Road, Suite 203
East Northport, New York 11731
(631) 757-4493

BURNS, RUSSO, TAMIGI & REARDON,
LLP

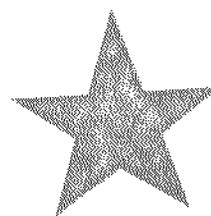
By: 

Attorneys for Defendant
TOWN OF OYSTER BAY
190 East Old Country Road
Garden City, New York 11530
(516) 746-7371
Our Reference: TOB 13888

WATERS, McPHERSON, McNEILL, P.C.

By: 

Attorneys for Defendant
DURAFLEX INTERNATIONAL
CORPORATION
Meadowlands Office
300 Lighting Way
P.O. Box 1560
Secaucus, New Jersey 07096
(201) 863-4400



GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That WILLIAM GUIDO, individually, and WILLIAM GUIDO, as father and natural guardian of CHRISTOPHER GUIDO, an infant, being over the age of 18 years and residing at 278 Heights Drive, Torrington, CT 06790, as RELEASOR,

in consideration of the sum of One Hundred and Fifty-Five Thousand Dollars and no cents (\$155,000.00)

received from TOWN OF OYSTER BAY,

as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges TOWN OF OYSTER BAY, his/her/their heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, for the personal injuries sustained as the result of an accident which occurred on the 22ND day of August, 2009.

The RELEASOR hereby releases and discharges the RELEASEE, RELEASEE'S

The words "RELEASOR" and "RELEASEE" include all releasors and all releasees under this RELEASE.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has hereunto set RELEASOR'S hand and seal on the 24th day of May, 2016.

In presence of

[Handwritten Signature]

WILLIAM GUIDO, as father and natural guardian of CHRISTOPHER GUIDO, an infant and WILLIAM GUIDO, Individually

STATE OF CONNECTICUT }

COUNTY OF Litchfield }

}ss.: Torrington

On May 24, 2016, before me personally appeared WILLIAM GUIDO, to me known, and known to me to be the individual(s) described in, and who executed the foregoing RELEASE, and duly acknowledged to me that (s)he executed the same.

12:21 P 18 JUL 2016

[Handwritten Signature]

Notary Public



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 January 27, 2016, authorized the Highway Department to clean up the premises located at 4699 Merrick Road, Massapequa, New York 11758, also known as Section 57, Block 222, Lot 19 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 July 21, 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 February 23, 2016, in the amount of \$602.99, 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 July 21, 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 \$602.99 may be assessed by the Legislature of the County of Nassau against the parcel known as 4699 Merrick Road, Massapequa, New York 11758, also known as Section 57, Block 222, Lot 19 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
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)
Planning & Development
Highway

15

419

Town of Oyster Bay Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY
PLANNING AND DEVELOPMENT AFFAIRS

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: July 21, 2016
SUBJECT: Property Cleanup Assessment
4699 Merrick Road, Massapequa, New York 11758
Section 57, Block 222, Lot 19

The Department of Planning and Development, by memorandum dated January 27, 2016, directed the Highway Department to clean the premises located at 4699 Merrick Road, Massapequa, New York 11758, also known as Section 57, Block 222, Lot 19 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated March 9, 2016, advised that the property was cleaned by a crew from the Highway Department on February 23, 2016. The cost incurred by the Town of Oyster Bay was \$602.99.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
Town Attorney (w/19 copies)

S:\Atty\DBS\Cleanup MD&Reso\MD 4699 Merrick Rd. 7.21.16.doc



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

To: JOHN BISHOP, HIGHWAY DEPARTMENT
From: MICHAEL ESPOSITO-BUREAU CHIEF/CODE ENFORCEMENT
Through: DIANA S. AQUIAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 4699 Merrick Rd. Massapequa, NY 11758
SBL: 57-222-19

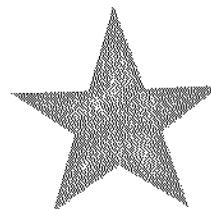
Reference is made to this Department's memorandum dated January 27, 2016. Kindly be advised that the memorandum was addressed in error.

DIANA S. AQUIAR
DEPUTY COMMISSIONER

BY:



MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT



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

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

FROM: JOHN BISHOP, HIGHWAY DEPARTMENT

**SUBJECT: 4699 MERRICK ROAD, MASSAPEQUA
Clean-Up**

Reference is made to this Department's memorandum dated March 9, 2016. Kindly be advised that the memorandum was addressed in error.

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


**JOHN BISHOP
HIGHWAY DEPARTMENT**



2016-5443 S
Need to

TOWN OF OYSTER BAY

Inter-Departmental Memo
January 27, 2016

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
Through: FREDERICK P. IPPOLITO, COMMISSIONER
PLANNING AND DEVELOPMENT
Subject: 4699 Merrick Rd. Massapequa, NY 11758
SBL: 57-222-19

Notice of Violation (No.15425) was issued to the owner of the above-referenced premises 1/20/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

FREDERICK P. IPPOLITO
COMMISSIONER

BY:



MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

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



NYSTT
#700-

THIS INDENTURE, made the 28th day of September, nineteen hundred and eighty-nine
BETWEEN

DENNIS BRONZ, residing at
20 Broadway
Massapequa, New York 11758

party of the first part, and

BARBARA KERN, residing at
86 Ripplewater Avenue
Massapequa, New York 11758

party of the second part.

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

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

BEGINNING at a point on the new northerly side of Merrick Road, distant 328.81 feet westerly from the extreme westerly end of the arc of a curve connecting the new northerly side of Merrick Road with the westerly side of road known as Dover Road which point of beginning is also distant 500.82 feet westerly when measured along the new northerly side of Merrick Road from the westerly side of land of Grace Episcopal Church;

RUNNING THENCE westerly along the new northerly side of Merrick Road, 63 feet;

RUNNING THENCE northerly and at right angles to Merrick Road, 115 feet;

RUNNING THENCE easterly parallel with Merrick Road, 63 feet;

RUNNING THENCE southerly and at right angles to Merrick Road, 115 feet to the northerly side of Merrick Road, at the point or place of BEGINNING, known as Section 57, Block 222, Lot 19 on the Nassau County Land & Tax map.

BEING AND INTENDED TO BE the same premises conveyed to the party of the first part by deed dated 3/4/82 and recorded 3/9/82 in Liber 9395 at page 263.

PREMISES ALSO KNOWN AS No. 4699 Merrick Road, Massapequa, New York.

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part shall receive the consideration for this conveyance and will hold the right to receive such consideration, and 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:

DEES 10024 PAGE 17

Lot 19
Section 57
Block 222
Lot 19
OCT 17 1989

STATE OF NEW YORK, COUNTY OF NASSAU
 On the 28th day of September 19 89, before me
 personally came
 DENNIS BRONZ

to me known to be the individual described in and who
 executed the foregoing instrument, and acknowledged that
 he executed the same.

[Signature]
 NOTARY PUBLIC

NOTARY PUBLIC
 STATE OF NEW YORK
 Commission Expires 12/31/1991

STATE OF NEW YORK, COUNTY OF
 On the day of 19, before me
 personally came

to me known to be the individual described in and who
 executed the foregoing instrument, and acknowledged that
 executed the same.

STATE OF NEW YORK, COUNTY OF
 On the day of 19, before me
 personally came
 to me known, who, being by me duly sworn, did depose and
 say that he resides at No.

that he is the
 of

the corporation described
 in and which executed the foregoing instrument; that he
 knows the seal of said corporation; that the seal affixed
 to said instrument is part, corporate seal; that it was so
 affixed by order of the board of directors of said corpora-
 tion, and that he signed it same thereto by the order.

STATE OF NEW YORK, COUNTY OF
 On the day of 19, before me
 personally came

the subscribing witness to the foregoing instrument, with
 whom I am personally acquainted, who, being by me duly
 sworn, did depose and say that he resides at No.

that he knows

to be the individual
 described in and who executed the foregoing instrument;
 that he, said subscribing witness, was present and saw
 execute the same; and that he, said witness,
 at the same time subscribed it same as witness thereto.

Marginal and State Debt
 WITH COVENANTS AGAINST GRANTORS ACTS
 TITLE No. SP 6592 SA-N-855541

SECTION 57
 BLOCK 222
 LOT 19
 COUNTY OR TOWN NASSAU

BRONZ

TO

KERN



Recorded At Request of
 First American Title Insurance Company of New York
 RETURN BY MAIL TO:
SPANO ABSTRACT SERVICE CORP.
 Complete Title Insurance Service
 370 Old Country Road (516) 294-7037
 Garden City, N.Y. 11530 (718) 358-9418
 FAX (516) 742-9378

RECORDED

OCT 25 10 24 AM '89

OCT 16 10 15 AM '89

OCT 25 1989

HAROLD R. McDONNELL
 COUNTY CLERK
 NASSAU COUNTY

REC'D 10024 PAGE 18

005217

RECEIVED
 REAL ESTATE
 OCT 25 1989
 TRANSFER TAX
 NASSAU COUNTY

RECORDED BY
 SPANO ABSTRACT SERVICE CORP.

DBS

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

March 9, 2016

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

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

FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 4699 MERRICK ROAD, 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 \$602.99.

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

2016 MAR 29 P 1:34
TOWN ATTORNEY OFFICE
TOWN OF OYSTER BAY



CLEAN-UP 4699 MERRICK ROAD, MASSAPEQUA to P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (57-222-19) 4699 MERRICK RD MASSAPEQUA 11758

Date Feb 23, 2016

Work Order # 23309

Labor Costs						
Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL HAYWARD	General Maintenance	01:30	\$43.02	00:00	0	\$64.53
MICHAEL MARTIN	General Maintenance	01:30	\$24.76	00:00	0	\$37.14
JOHN PIETROSANTE	General Maintenance	01:30	\$45.21	00:00	0	\$67.82
Total Labor						\$169.49

Tools/Vehicle					
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost	
PK360	SANI PACKER 2006 INTL 7400 YW (PP940 / PP-940)	\$105.00	01:30	\$157.50	
TD633	PICK-UP TRUCK 2008 FORD F-250 YW (24 / 024)	\$79.00	01:30	\$118.50	
TD728	POWER WAGON 2015 T-245	\$105.00	01:30	\$157.50	
Total Equipment					\$433.50

Materials				
Material	Cost Per Unit	Units	Line Cost	
Total Materials				

Grand Total \$602.99

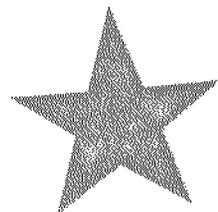
Description of Work:
CLEAN UP 4699 MERRICK ROAD MASSAPEQUA TO DOUG

Signature: _____

Name: Giacomo Grandine

Title: Highway Construction Supervisor

Date: Feb 25, 2016



Meeting of August 9, 2016

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 January 21, 2016, authorized the Highway Department to clean up the premises located at 4 Coronet Lane, Plainview, New York 11803, also known as Section 12, Block 537, Lot 2 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated July 21, 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 February 18, 2016, in the amount of \$1,606.23, 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 July 21, 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 \$1,606.23 may be assessed by the Legislature of the County of Nassau against the parcel known as 4 Coronet Lane, Plainview, New York 11803, also known as Section 12, Block 537, Lot 2 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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)
Planning & Development
Highway

16

420

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: July 21, 2016
SUBJECT: Property Cleanup Assessment
4 Coronet Lane, Plainview, New York 11803
Section 12, Block 537, Lot 2

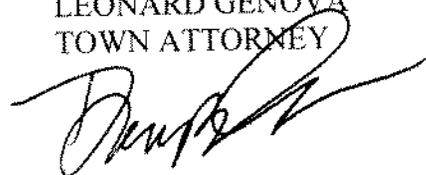
RECEIVED
TOWN OF OYSTER BAY
PLANNING & DEVELOPMENT

The Department of Planning and Development, by memorandum dated January 21, 2016, directed the Highway Department to clean the premises located at 4 Coronet Lane, Plainview, New York 11803, also known as Section 12, Block 537, Lot 2 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated February 23, 2016, advised that the property was cleaned by a crew from the Highway Department on February 18, 2016. The cost incurred by the Town of Oyster Bay was \$1,606.23.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
Town Attorney (w/19 copies)

S:\Attys\DBS\Cleanup MD&Reso\MD 4 Coronet Ln 7 21 16 doc



TOWN OF OYSTER BAY
Inter-Departmental Memo
August 2, 2016

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

FROM: JOHN BISHOP, HIGHWAY DEPARTMENT

SUBJECT: 4 CORONET LANE, PLAINVIEW
Clean-Up

Reference is made to this Department's memorandum dated February 23, 2016. Kindly be advised that the memorandum was addressed in error.

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


JOHN BISHOP
HIGHWAY DEPARTMENT



Need Htr
2016-5437

S

TOWN OF OYSTER BAY**Inter-Departmental Memo
January 21, 2016**

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through: FREDERICK P. IPPOLITO, COMMISSIONER
PLANNING AND DEVELOPMENT

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

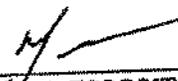
Notice of Violation (No.15415) was issued to the owner of the above-referenced premises 1/08/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

FREDERICK P. IPPOLITO
COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

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



Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Deed Number (RETT):
RERE 016169

Type of Instrument: Deed

Recorded: 1/25/1999

Control No: 199901251198

At: 1:41:23 PM

ALAN
WEINER

In Liber: 11012

Of: Deed Book

From Page: 0358

Through Page: 0360

FRANCINE
WEINER

Refers to Liber: 00000

Of:

Page: 0000

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

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$.00

Received The Following Fees For Above Instrument

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

Fees
Paid: \$ 59.00

Deed Number (RETT): RERE 016169

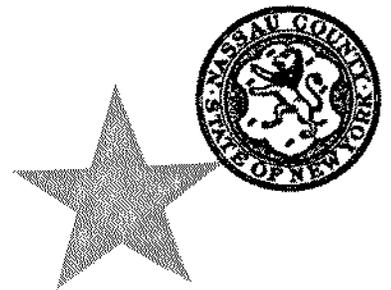
THIS PAGE IS A PART OF THE INSTRUMENT

AJK001

Karen V. Murphy
County Clerk, Nassau County



199901251198



DBS

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

February 23, 2016

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

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

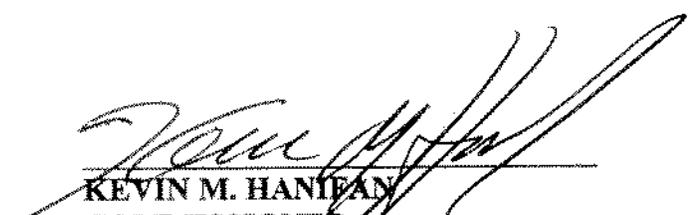
FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 4 CORONET LANE, PLAINVIEW
Clean-Up

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,606.23.

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

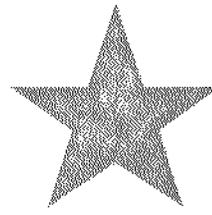


KEVIN M. HANIFAN
COMMISSIONER
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

2016 FEB 26 09 51 AM



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



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

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

Date Feb 18, 2016

Work Order # 23062

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MIGUEL BONILLA	General Maintenance	02:00	\$23.66	00:00	0	\$47.32
SCOTT DADE	General Maintenance	02:00	\$48.00	00:00	0	\$96.00
GARY LEWIS, II	General Maintenance	02:00	\$33.41	00:00	0	\$66.82
JOHN STERGIPOULOS	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
MICHAEL CALAMIA	General Maintenance	02:00	\$25.46	00:00	0	\$50.92
ROBERT SANZOVERINO	General Maintenance	02:00	\$25.56	00:00	0	\$51.12
RAYMOND SWIERKOWSKI	General Maintenance	02:00	\$23.01	00:00	0	\$46.02
PAT DAVINO	General Maintenance	02:00	\$23.01	00:00	0	\$46.02

Total Labor \$453.74

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK407	SANI PACKER 2012 INTER 7400 YW (PP934 / PP-934)	\$105.00	02:00	\$210.00
PU406	PICK UP 2011 FORD F250 TAN (9 / 011)	\$79.00	02:00	\$158.00
TD631	TRUCK DUMP 2008 FORD F-350 YW (T-105) - Power Wagons	\$105.00	02:00	\$210.00
TD699	TRUCK DUMP 2011 INTER 7300 YW (T-101)- 6 Wheeler	\$131.00	02:00	\$262.00
TD702	TRUCK DUMP 2011 FORD F350 YELLO (T-165) - Power Wagons	\$105.00	02:00	\$210.00

Total Equipment \$1050.00

Materials

Material	Cost Per Unit	Units	Line Cost
Tipping Fee (per ton)	\$80.70	1.27	\$102.49

Total Materials \$102.49

Grand Total \$1606.23

Description of Work:

CLEAN UP 4 CORONET LANE, PLAINVIEW TO DOUG

Signature: _____

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Feb 19, 2016



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 1, 2015, authorized the Highway Department to clean up the premises located at 1 Roxbury Lane, Massapequa, New York 11758, also known as Section 57, Block 207, Lot 20 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 July 21, 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 8, 2015, in the amount of \$1,008.29, 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 July 21, 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 \$1,008.29 may be assessed by the Legislature of the County of Nassau against the parcel known as 1 Roxbury Lane, Massapequa, New York 11758, also known as Section 57, Block 207, Lot 20 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)
Planning & Development
Highway

M

421

Town of Oyster Bay Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY
OFFICE OF THE TOWN ATTORNEY
JUL 21 2016

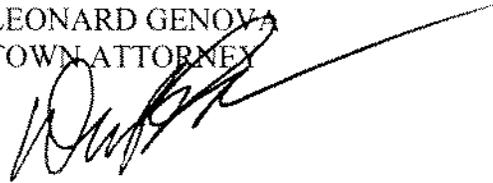
TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: July 21, 2016
SUBJECT: Property Cleanup Assessment
1 Roxbury Lane, Massapequa, New York 11758
Section 57, Block 207, Lot 20

The Department of Planning and Development, by memorandum dated October 1, 2015, directed the Highway Department to clean the premises located at 1 Roxbury Lane, Massapequa, New York 11758, also known as Section 57, Block 207, Lot 20 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 8, 2015. The cost incurred by the Town of Oyster Bay was \$1,008.29.

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

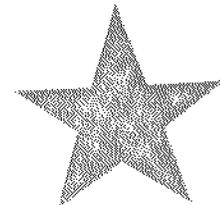
Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
Town Attorney (w/19 copies)



(✓✓) Need str
2016-5283 S

TOWN OF OYSTER BAY

Inter-Departmental Memo
October 1, 2015

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

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

**Subject: 1 Roxbury Ln. Massapequa, NY 11758
SBL: 57-207-20**

Notice of Violation (No.15135) was issued to the owner of the above-referenced premises 09/23/15 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.

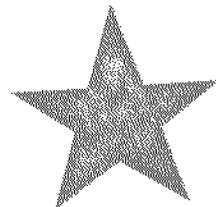
FREDERICK P. IPPOLITO
COMMISSIONER

BY:



MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

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



✓ 1 Roxbury Lane
Massapequa

Standard N.Y.S.T.L. Form 2002 - Mortgage and Sale Deed, with Covenant against Grantor's Act-Individual or Corporation (Single sheet)
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 10th day of May in the year 2011

BETWEEN

FRED KOZAK and MARYANN KOZAK, residing at 1 Roxbury Lane, Massapequa, NY 11758

party of the first part, and

FRED KOZAK, residing at 1 Roxbury Lane, Massapequa, NY 11758

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York, known as and by lot number 20 in block 207 on a certain map entitled "Map of Fairfield Acres, situated at Massapequa, L.I., County of Nassau, N.Y., surveyed April 1949 by Baldwin & Cornelius Co. Inc., Civil Engineers and Surveyors, Freeport, N.Y." and filed in the office of the Clerk of the County of Nassau on August 10, 1949 under file No. 4746 and more particularly bounded And described as follows:

BEGINNING at a point on the southerly side of School Street at the extreme easterly end of the arc connecting the southerly side of School Street with the easterly side of Roxbury Lane; and

RUNNING THENCE easterly along the southerly side of School Street, 90 feet;

THENCE southerly at right angles to the southerly side of School Street, 72 feet;

THENCE westerly at right angles to the easterly side of Roxbury Lane, 100 feet to the easterly side of Roxbury Lane;

THENCE northerly along the easterly side of Roxbury Lane, 62 feet to the extreme southerly end of the above mentioned arc; and

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

SUBJECT TO:

- 1) Zoning ordinances of the Town of Oyster Bay.
- 2) Any state of facts an accurate survey would show.
- 3) Covenants, restrictions and agreements of record, if any.

Said Premises being known as and by 1 Roxbury Lane, Massapequa, NY 11758
Section 57 Block 207 Lot 20

BEING AND INTENDED to be the same premises conveyed to Grantor herein by deed dated June 28, 1966 and recorded on June 29, 1966, in the Office of the Clerk of the County of Nassau in Liber 7535 Page 425

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.

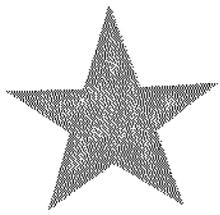
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party 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:

F. Kozak
Fred Kozak

Maryann Kozak
Maryann Kozak





NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 05-27-2011
Recorded Time: 1:49:17 p

Liber Book: D 12723
Pages From: 908
To: 910

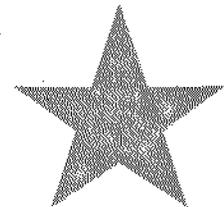
Record and Return To:
LAW OFFICES OF
PENNY B KASSEL PC
100 RING RD
STE 108
GARDEN CITY, NY 11530

Control
Number: 1217
Ref #: RE 016096
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0057	00207-00	00020	

	Taxes Total	.00
LBS001	Recording Totals	260.00
	Total Payment	260.00

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



dfs

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

November 16, 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: 1 ROXBURY LANE, MASSAPEQUA
CLEAN-UP

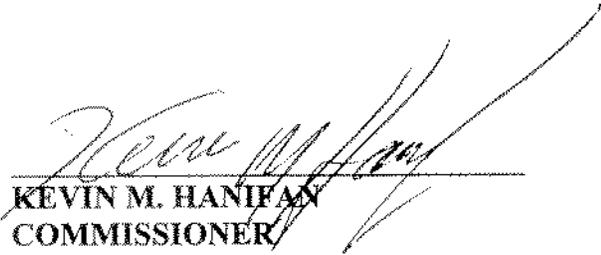
TELEPHONE OFFICE
617-554-6000

2015 JAN -6 1 P 4:03

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 \$1,008.29.

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 1 ROXBURY LANE, MASSAPEQUA to P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Date 10/8/15

Location (57-207-20) 1 ROXBURY LN MASSAPEQUA 11758

Work Order # 18907

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
LARRY JACKSON	General Maintenance	02:00	\$39.42	00:00	\$0.00	\$78.84
DANIEL LAMBERT	General Maintenance	02:00	\$41.05	00:00	\$0.00	\$82.10
MICHAEL MARTIN	General Maintenance	02:00	\$24.04	00:00	\$0.00	\$48.08
MICHAEL MCGEEVER	General Maintenance	02:00	\$27.38	00:00	\$0.00	\$54.76
DERRICK SCOTT	General Maintenance	02:00	\$38.87	00:00	\$0.00	\$77.74
Total Labor						\$341.52

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK388	SANI PACKER 2008 INTL 7400 YW (PP931 / PP-931)	\$105.00	02:00	\$210.00
TD585	TRUCK DUMP 2006 FORD F-250 YW (HP918)	\$79.00	02:00	\$158.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	02:00	\$210.00
Total Equipment				\$578.00

Materials

Material	Cost Per Unit	Units	Line Cost
Tipping Fee (per ton)	\$80.70	1.1	\$88.77
Total Materials			\$88.77

Grand Total \$1008.29

Description of Work:

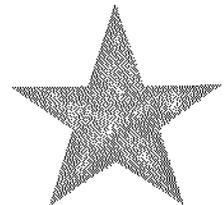
CLEAN UP 1 ROXBURY LANE MS TO DOUG

Signature: _____

Name: GIACOMO GRANNINE

Title: HWY CONST SUPV

Date: 11/12/15



WHEREAS, Karen A. Navin, Clerk/Treasurer of the Incorporated Village of Laurel Hollow, by letter dated April 20, 2016, has requested renewal of the Intermunicipal Agreement under which the Town provides highway cleaning services to said Village; and

WHEREAS, Kevin M. Hanifan, Commissioner of the Highway Department, by memorandum dated April 26, 2016, recommends that the Town renew the Intermunicipal Agreement with the Incorporated Village of Laurel Hollow, for highway cleaning services, through June 30, 2017; and

WHEREAS, the Town will provide said service to the Village on request, subject to the availability of equipment; and

WHEREAS, the Village will pay the Town an hourly rate, based upon the type of equipment used, and will be responsible for the disposal of all debris generated,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor is hereby authorized and directed to execute an Intermunicipal Agreement with the Incorporated Village of Laurel Hollow, for highway cleaning services, through June 30, 2017.

-#-

7/15/16
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

422

188

Town of Oyster Bay Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY
TOWN AFFAIRS

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : July 25, 2016
SUBJECT: Intermunicipal Agreement with the
Incorporated Village of Laurel Hollow for
Highway Cleaning Service

Karen A. Navin, Clerk/Treasurer of the Incorporated Village of Laurel Hollow, by letter dated April 20, 2016, has requested renewal of the Intermunicipal Agreement under which the Town provides highway cleaning services to said Village.

Kevin M. Hanifan, Commissioner of the Highway Department, by memorandum dated April 26, 2016, has recommended that the Town extend the Intermunicipal Agreement with the Incorporated Village of Laurel Hollow for highway cleaning services, through June 30, 2017. The Town would provide said service to the Village on request, subject to the availability of equipment. The Village will pay the Town an hourly rate, based upon the type of equipment used. The Village will be responsible for the disposal of all debris generated.

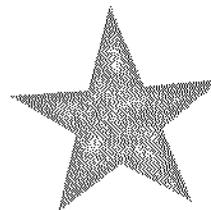
Attached herewith is the abovementioned Intermunicipal Agreement, and a draft Town Board Resolution authorizing same.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Enclosure
GS 4882 (Pro Law)



INCORPORATED VILLAGE OF LAUREL HOLLOW
1492 LAUREL HOLLOW ROAD
SYOSSET, NEW YORK 11791-9603
TEL (516) 692-8826 FAX (516) 692-4198

April 20, 2016

Kevin M. Hanifan
Commissioner of Highways
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

COPY

RE: HIGHWAY MAINTENANCE PROGRAM INTER-MUNICIPAL AGREEMENT

Dear Mr. Hanifan:

The following is an excerpt from the draft minutes of the Board of Trustees meeting held on April 14, 2016:

The Clerk / Treasurer advised the Board that the Highway Maintenance Program Inter-Municipal Agreement dated July 7, 2015 would terminate on June 30, 2016. It was moved by Trustee Novick, seconded by Trustee Miritello and unanimously carried with Trustee Tsafos not present, that the Clerk / Treasurer be authorized to notify the Town of Oyster Bay that the Village wishes to extend the agreement. Board members requested that the Clerk / Treasurer investigate whether a tar kettle with tow vehicle could be added to the agreement.

Please take action required to determine whether the Town also wishes to extend the agreement, whether rates will be updated, and whether the tar kettle and tow vehicle can be added to the equipment listed in the agreement.

Thank you.

Sincerely,

Karen A. Navin
Clerk / Treasurer

cc: Howard Avrutine, Village Attorney



4882
TM

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 26, 2016

TO: LEONARD GENOVA, TOWN ATTORNEY

ATTENTION: THOMAS M. SABELLICO, DEPUTY TOWN ATTORNEY

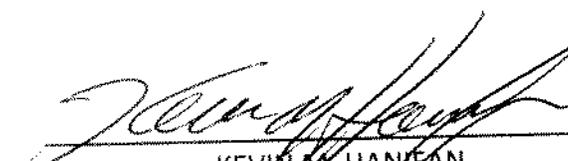
FROM: KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS

SUBJECT: HIGHWAY CLEANING SERVICES AGREEMENT BETWEEN THE TOWN OF OYSTER BAY AND THE INCORPORATED VILLAGE OF LAUREL HOLLOW

The Highway Department is recommending an extension of the Town to furnish Highway cleaning services on various streets and roadways within the Incorporated Village of Laurel Hollow for one (1) year from July 1, 2016 to June 30, 2017.

The Village is to pay the Town for such services at the following rates:
 Street Sweeper with Operator: \$59.00(sweeper) + \$45.00(labor) = \$104.00/hour
 Clam Shell Truck with Operator: \$59.00(truck) + \$45.00(labor) = \$104.00/hour
 Vac Truck with Operator: \$81.00(truck) + \$45.00(labor) = \$126.00/hour
 The overtime and disposal provisions will also stay in effect.

If you have any further questions regarding this, please feel free to contact me at extension 5770.


 KEVIN M. HANIFAN
 COMMISSIONER OF HIGHWAYS

TOWN ATTORNEY OFFICE
TOWN OF OYSTER BAY

APR 27 P 3 2016

KMH/km



INTER-MUNICIPAL AGREEMENT

DATED: _____, 2016

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

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

WITNESSETH:

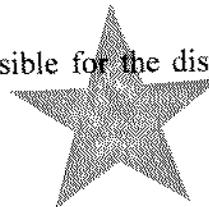
WHEREAS, the VILLAGE has requested a contract with the TOWN to furnish highway cleaning services on various streets and roadways within the VILLAGE; and

WHEREAS, the TOWN desires to assist the VILLAGE in the operations and service it provides to its residents and wishes to encourage environmentally-responsible solutions to its highway maintenance program,

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

FIRST: The TOWN shall provide various highway cleaning services to the VILLAGE on an "as requested" basis. Following a request for service from the VILLAGE, the scheduling of such service shall be at the sole discretion of the TOWN.

SECOND: The VILLAGE shall be solely responsible for the disposal of all



debris and other materials removed as a result of the services provided by the TOWN. No such material shall be disposed of at the TOWN's Old Bethpage Solid Waste Disposal Complex.

THIRD: The VILLAGE agrees to pay to the TOWN for such services at the following rates:

- Street Sweeper with Operator: \$59.00 (sweeper) + \$45.00 (labor) = \$104.00/hour
- Clam Shell Truck with Operator: \$59.00 (truck) + \$45.00 (labor) = \$104.00/hour
- Vac Truck with Operator: \$81.00 (truck) + \$45.00 (labor) = \$126.00/hour

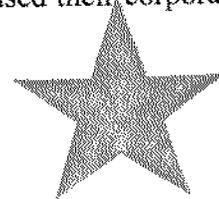
FOURTH: The hourly rates contained in the above Paragraph Third will be charged from the time the equipment leaves the Town facility where is it stored, to the time it returns to the facility. In the event that any work is performed on overtime, the VILLAGE shall pay the Town the above equipment rates, and 1.5 times the above labor rate.

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

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

SEVENTH: This agreement shall terminate on June 30, 2017 unless extended by mutual agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to



be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

Deputy Town Attorney

TOWN OF OYSTER BAY

BY: _____
Supervisor

INCORPORATED VILLAGE OF
LAUREL HOLLOW

BY: _____



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 15, 2015, authorized the Highway Department to clean up the premises located at 19 Terrace View Road, Farmingdale, New York 11735, also known as Section 48, Block 284, Lot 44 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 July 21, 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 27, 2015, in the amount of \$486.87, 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 July 21, 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 \$486.87 may be assessed by the Legislature of the County of Nassau against the parcel known as 19 Terrace View Road, Farmingdale, New York 11735, also known as Section 48, Block 284, Lot 44 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)
Planning & Development
Highway

423

19

Town of Oyster Bay Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY
PLANNING & DEVELOPMENT AFFAIRS

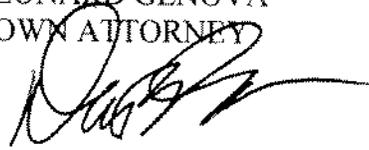
TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: July 21, 2016
SUBJECT: Property Cleanup Assessment
19 Terrace View Road, Farmingdale, New York 11735
Section 48, Block 284, Lot 44

The Department of Planning and Development, by memorandum dated October 15, 2015, directed the Highway Department to clean the premises located at 19 Terrace View Road, Farmingdale, New York 11735, also known as Section 48, Block 284, Lot 44 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 27, 2015. The cost incurred by the Town of Oyster Bay was \$486.87.

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

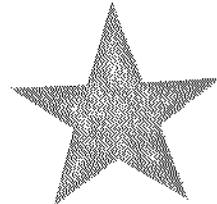
Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
Town Attorney (w/19 copies)



✓ 2016-5363 S
Have Read
ktr

TOWN OF OYSTER BAY

Inter-Departmental Memo
October 15, 2015

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

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

**Subject: 19 Terrace View Road, Farmingdale, NY 11735
SBL: 48-284-44**

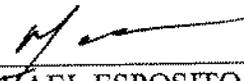
Notice of Violation (No.15091) was issued to the owner of the above-referenced premises 08/31/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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



NYS TRX (370.00)

TR 1066-N

T 691 - Standard Form 1002, Revised 11/82, New York State Office of General Services, Albany, NY 12242

DISTRIBUTED BY BUREAU OF GENERAL SERVICES, INC., NYC 10013

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

THIS INDENTURE, made on ^{22nd} August 23 2004

BETWEEN

THOMAS HORAN and SINEAD HORAN, his wife
19 Terrace View Road, Farmingdale, NY 11735

party of the first part, and

JOHN PEDONE, JR.
7 Wildwood Gardens, Pt. Washington, NY 11050

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 SCHEDULE A DESCRIPTION ATTACHED

BEING & INTENDED to be the same premises conveyed to the Grantors herein by Deed dated 6/3/99 and recorded in the Office of the Nassau County Clerk on 6/18/99 in Liber 11068, Page 450.

SAID PREMISES also known as 19 Terrace View Road, Farmingdale, NY 11735.

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.

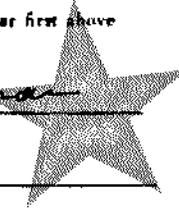
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of

[Handwritten signature]

Thomas M. Horan
THOMAS HORAN

Sinead Horan
SINEAD HORAN



401/5
342,500

Nassau

Dec
78

Block
284

Plot
0044

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 308-b)

State of New York, County of NASSAU ss.:

On August 23 2004 before me, the undersigned, personally appeared

SINEAD HORAN

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.

Thomas Edward Beuss

THOMAS EDWARD BEUSS, Notary Public, State of New York

No. 01ED6092400

Qualified in Nassau County

Commission Expires May 19, 2007

State of Nassau County ss.:

On 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, and that such individual made such appearance before the undersigned in

(insert city or political subdivisions and state or country or other place acknowledgment taken)

(signature and office of individual taking acknowledgment)

Margain and Hair Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. TITAN ABSTRACT #TA18466-N

THOMAS HORAN and SINEAD HORAN, his wife TO

JOHN PEDONE, JR.

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of County of ss.:

On before me, the undersigned, personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof).

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

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

(If taken outside New York State insert city or political subdivision and state or country or other place acknowledgment taken. And that said subscribing witness(es) made such appearance before the undersigned in

(signature and office of individual taking acknowledgment)

SECTION 48 BLOCK 284 LOT 44

COUNTY OR TOWN NASSAU/OYSTER BAY 19 Terrace View Road, Farmingdale, NY 11735

RETURN BY MAIL TO:



Titan Abstract Service Corp.

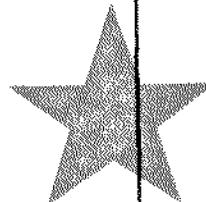
Complete Title Insurance Service

370 Old Country Road, (516) 294-7198

(718) 358-9872

Garden City, NY 11530 Fax (516) 742-9375

Reserve this space for use of Recording Office.



NOTARY PUBLIC

**CERTIFICATE OF ACKNOWLEDGEMENT
(Within New York State)**

STATE OF NEW YORK)

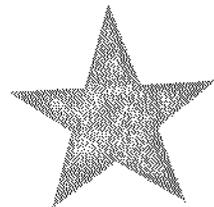
ss.:

COUNTY OF NASSAU)

On August 18, 2004, before me, the undersigned personally appeared THOMAS HORAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person of behalf of which the individual acted, executed the instrument.


Notary Public

EILEEN J HORTON
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01N08048487
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES 7/21/2006



ME
LEER

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

SCHEDULE A

PROPERTY DESCRIPTION

File Number: TA 18466-N

ALL that certain plot, piece or parcel of land, situate, lying and being in Farmingdale, Town of Oyster Bay, County of Nassau, and State of New York, known and designated as and by the Lot No. 44 on a certain map entitled, "Revised Map of Farmardie Farm, situate at Farmingdale, L.I.E. Town of Oyster Bay, Nassau County, N.Y., Property of Paul Browne, Ronkonkoma, N.Y., survey and subdivision made and certified April 1918 by Roswell E. Baylis, C.E. Huntington, N.Y. revised October 1919 by Roswell Baylis, C.E." and filed in the Office of the County of Nassau on March 1, 1920, as Map No. 44, Case No. 325, more particularly bounded and described, according to said map as follows:

BEGINNING at a point on the northerly side of Terrace View Road, distant 220.03 feet easterly from the most easterly end of a curve connecting the easterly side of Pleasant Avenue with the northerly side of Terrace View Road;

RUNNING THENCE North 15 degrees 43 minutes 15 seconds East, 165.72 feet;

THENCE North 72 degrees 58 minutes 20 seconds East, 71.23 feet;

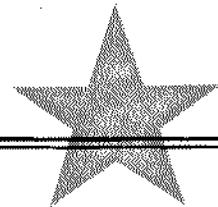
THENCE South 15 degrees 43 minutes 15 seconds West 200.71 feet to the northerly side of Terrace View Road;

THENCE along the northerly side of Terrace View Road, North 74 degrees 16 minutes 45 seconds West, 43.61 feet;

THENCE still along the northerly side of Terrace View Road, North 86 degrees 33 minutes 25 seconds West 16.68 feet to the point or place of BEGINNING.

Issued by:
Titan Abstract Service Corp.
370 Old Country Road Suite 100
Garden City, NY 11530
Telephone: (516) 294-7198 Fax: (516) 742-9375

Title Report



NY
CLERK



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 08-26-2004
Recorded Time: 1:33:57 p

Record and Return To:
TITAN ABSTRACT SERVICE CORP
370 OLD COUNTRY ROAD
GARDEN CITY, NY 11530

Liber Book: D 11835
Pages From: 819
To: 823

Control
Number: 1599
Ref #: RE 003413
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0048	00284-00	00044	

Consideration Amount: 342,500.00

HBD001

Taxes Total	1,370.00
Recording Totals	105.00
Total Payment	1,475.00

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



2004082601599



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

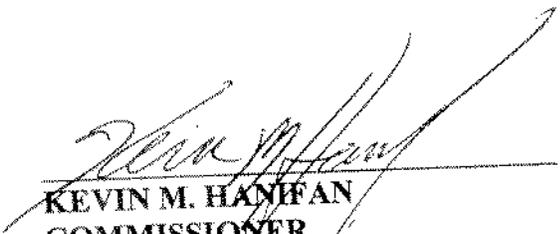
FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 19 TERRACE VIEW ROAD, 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 \$486.87.

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

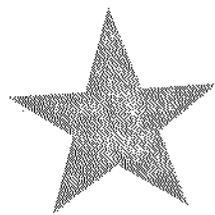


KEVIN M. HANIFAN
COMMISSIONER
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

2015 FEB - 9 P 2:58



Clean up 19 TERRACE VIEW ROAD, FARMINGDALE to P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Date 10/27/15

Location (48-284-44) 19 TERRACE VIEW RD FARMINGDALE 11735

Work Order # 19657

Labor Costs		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
Employee's Name						
JOSEPH CARECCIA	General Maintenance	01:00	\$51.48	00:00	\$0.00	\$51.48
CHRISTOPHER MOORE	General Maintenance	01:00	\$24.04	00:00	\$0.00	\$24.04
JAMES ROMANO	General Maintenance	01:00	\$27.38	00:00	\$0.00	\$27.38
MARK SCHLOSSER	General Maintenance	01:00	\$40.53	00:00	\$0.00	\$40.53
JOHN CRIADO	General Maintenance	01:00	\$28.44	00:00	\$0.00	\$28.44
Total Labor						\$171.87

Tools/Vehicle		Description	Rate per Hour	Hours	Line Cost
Tool/Vehicle					
PLJ444		PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	01:00	\$79.00
TDS72		TRUCK DUMP 2005 INTL 7300 YW (T-242)- 6 Wheeler	\$131.00	01:00	\$131.00
TD692		TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	01:00	\$105.00
Total Equipment					\$315.00

Materials		Material	Cost Per Unit	Units	Line Cost
Total Materials					

Grand Total \$486.87

Description of Work:
CLEAN UP 19 TERRACE VIEW ROAD FARMINGDALE TO DOUG

Signature: 

Name: GIACOMO GRANDINE

Title: HIGHWAY CONSTRUCTION SUPERVISOR

Date: 11/12/15



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 January 22, 2015, authorized the Highway Department to clean up the premises located at 50 Elizabeth Street, Massapequa, New York 11758, also known as Section 53, Block 43, Lots 1, 3, 5 and 7 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 July 21, 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 April 15, 2015, in the amount of \$2,243.42, 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 July 21, 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 \$2,243.42 may be assessed by the Legislature of the County of Nassau against the parcel known as 50 Elizabeth Street, Massapequa, New York 11758, also known as Section 53 Block 43, Lots 1, 3, 5 and 7 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)
Planning & Development
Highway

Reviewed By
Office of Town Attorney
[Signature]

20

424

Town of Oyster Bay Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY
ADMINISTRATIVE AFFAIRS

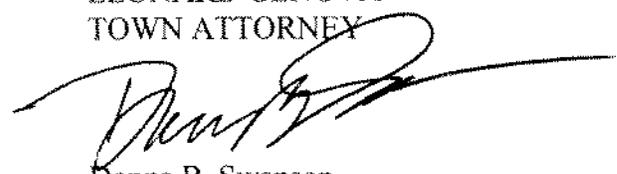
TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: July 21, 2016
SUBJECT: Property Cleanup Assessment
50 Elizabeth Street, Massapequa, New York 11758
Section 53, Block 43, Lots 1, 3, 5 and 7

The Department of Planning and Development, by memorandum dated January 22, 2015, directed the Highway Department to clean the premises located at 50 Elizabeth Street, Massapequa, New York 11758, also known as Section 53, Block 43, Lots 1, 3, 5 and 7 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated April 22, 2015, advised that the property was cleaned by a crew from the Highway Department on April 15, 2015. The cost incurred by the Town of Oyster Bay was \$2,243.42.

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

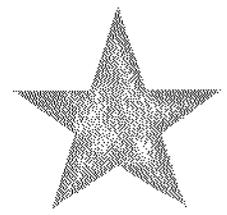
Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
Town Attorney (w/19 copies)



Have read 1/2

Rec'd ltr

2016-5292 S

2015 JAN 23 5 1:47

K.B. 005

REVIEWED BY
K.M.H.

TOWN OF OYSTER BAY

**Inter-Departmental Memo
January 22, 2015**

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
**Through: FREDERICK P. IPPOLITO, COMMISSIONER
PLANNING AND DEVELOPMENT**
**Subject: 50 Elizabeth Street Massapequa, NY 11758
SBL: 53-43-1, 3, 5+7**

Notice of Violation (No.14221) was issued to the owner of the above-referenced premises 01/13/15 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.

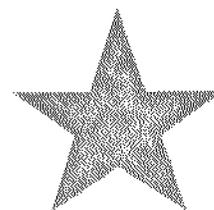
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

FREDERICK P. IPPOLITO
COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

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



1498 ✓

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

THIS INDENTURE, made the 11th day of May, 2005

BETWEEN

RAYMOND A. GRAHAM and ANN ^{ASC} S. GRAHAM, residing at 362 UNIONDALE AVE., UNIONDALE, NY 11553

party of the first part, and

DAVID WALKER, residing at 50 Elizabeth Street, Massapequa, NY

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,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Nassau, more particularly described as follows:

SEE ANNEXED DESCRIPTION

Said premises known as 50 Elizabeth Street, Massapequa, NY

Being and intended to be the same premises as described in Deed recorded in Liber 11896 page 126.

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

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

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

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

IN PRESENCE OF:

[Signature]

[Signature]
RAYMOND A. GRAHAM

[Signature]
ANN S. GRAHAM
ASC



NOT 1, 2, 5, 8, 9
Sec. 53
ALC 43

RC

MC 010



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 08-16-2005
Recorded Time: 11:13:12 a

Record and Return To:
ROBERT SHANAHAN
686 BROADWAY
MASSAPEQUA, NY 11758

Liber Book: D 11993
Pages From: 137
To: 140

Control
Number: 1062
Ref #: RE 001768
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0053	00043-00	00001	
OYSTER BAY (2824)	0053	00043-00	00003	
OYSTER BAY (2824)	0053	00043-00	00005	
OYSTER BAY (2824)	0053	00043-00	00007	

Consideration Amount: 463,500.00

Taxes Total	1,854.00
Recording Totals	127.00
Total Payment	1,981.00

KAV001

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



2005081601062



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

April 22, 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: 50 ELIZABETH 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 \$2,243.42.

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

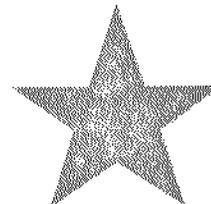


KEVIN M. HANIFAN
COMMISSIONER
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

Clean up 50 Elizabeth Street, Massapequa to P & D



WHEREAS, Resolution No. 753-2015, adopted on December 15, 2015, authorized Nelson & Pope Engineers & Land Surveyors, PLLC, 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, by memorandum dated July 25, 2016, requested Town Board authorization that Nelson & Pope Engineers & Land Surveyors, PLLC, proceed under Contract No. PWC 07-16, On-Call Engineering Services Relative to Civil Engineering, for Preparation of Bid for Sidewalk Replacement Contract within the Town of Oyster Bay, Project Id No. 1503HWYDB-03, and further request that the Comptroller issue an encumbrance order in an amount of \$11,500.00, with funds available in 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 & Land 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 an amount of \$11,500.00 for Contract No. PWC 07-16, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008.

-#-


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)
Highway
Public Works

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 & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers, be authorized to provide on-call engineering services in connection with Contract No. PWC07-16, On-Call Engineering Services, Relative to Civil Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers 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 LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers are hereby authorized and directed to provide on-call engineering services, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and be it further

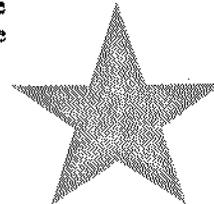
RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreement with the Town, upon presentation of a duly certified claim, after audit.

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



425

21

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JULY 25, 2016

TO: MEMORANDUM DOCKET
FROM: RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC 07-16
CIVIL ENGINEERING
ACCOUNT NO.: HWY H 5197 20000 000 1503 008
PROJECT ID NO. 1503 HWY DB-03

The consultant, Nelson & Pope, Engineers & Land Surveyor, PLLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 07-16 by Resolution No. 753-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Highways, Nelson & Pope, Engineers & Land Surveyor, PLLC, submitted a letter dated July 15, 2016 regarding the scope of work to be performed in an amount not to exceed \$11,500.00. Service to be performed includes preparation of contract documents for the Highway Sidewalk Replacement Contract.

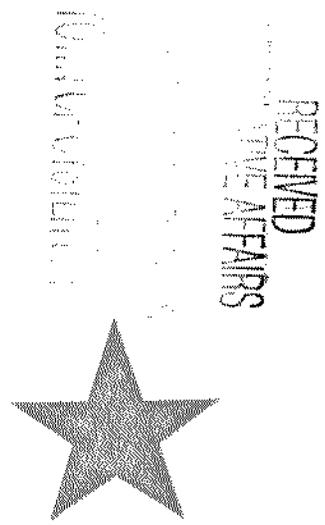
Attached is an availability of funds in the amount of \$11,500.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1503 008.

It is hereby requested that the Town Board authorize by Resolution Nelson & Pope, Engineers & Land Surveyor, under Contract No. PWC 07-16, On-Call Engineering Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/HAS/dz
Attachments

- cc: Leonard Genova, Town Attorney (w/19 copies)
- Robert McEvoy, Comptroller
- Katherine Stefanich, DPW Administration
- John Bishop, Department of Highway
- Joseph Pinto, Councilman



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

July 20, 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

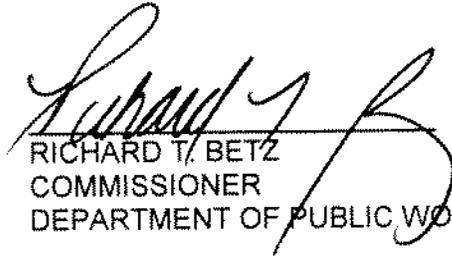
**Subject: REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO PWC 07-16
NELSON & POPE ENGINEERS & LAND SURVEYOR, PLLC
CIVIL ENGINEERING**

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

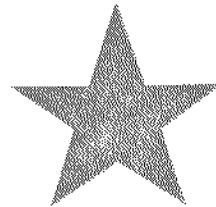


RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm
Attachments

C: Joseph Pinto, Councilman

PWC 07-16 \$11,500 N&P SC.DOCX



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

July 20, 2016

TO : JOHN BISHOP
DEPARTMENT OF HIGHWAYS

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

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

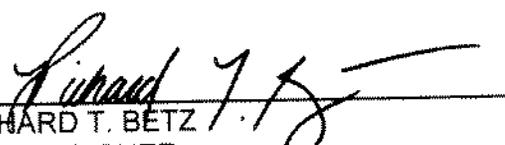
SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC 07-16
SIDEWALK REPLACEMENT CONTRACT
NELSON & POPE ENGINEERS & LAND SURVEYOR, PLLC

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 \$11,500.00.

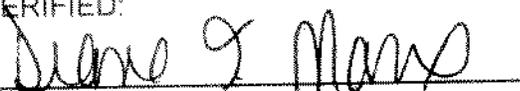
Funds are required Engineering Services, as per the attached letter from Nelson & Pope Engineers & Land Surveyor, PLLC dated July 15, 2016.

If you have any questions, please contact Hans A. Stronstad Sr., Division of Engineering, at extension 5852.


ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

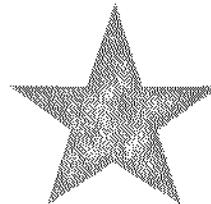
VERIFIED:


DIANE I. MARX
ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/HAS/dm
Attachments

C: Kathleen Stefanich, Division of Engineering

PWC 07-16 RAOF N&P on Sidewalk Replacement Requirement Contract \$11,500.00





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



Requesting Division/Department _____

Highway _____

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

Contract Number _____ PWC 07-16 _____

Contract Period _____ January 01, 2016 to December 31, 2017 _____

Consultant/Contractor _____ Nelson & Pope Engineers & Land Surveyor, PLLC _____

Discipline _____ Civil Engineering _____

Total Authorization _____ \$ 11,500.00 _____ (b)(1)

Resolution No. _____ 753-2015 _____ Date _____ 12/15/2015 _____

Funded To Date _____ \emptyset _____

Amount Requested _____ \$11,500.00 _____

Account To Be Used ~~Acct~~ HWY H 5197 20000 000 1503 008 / ID * 1503 HWY DB 03

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.

Preparation of Bid for Sidewalk Replacement Contract

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 _____ *John P. Beding* _____

Signature _____ *[Signature]* _____

Title _____ *Highway Department* _____

Title _____ **Commissioner of Public Works** _____

Date _____ *7-20-16* _____

Date _____ *7/20/16* _____

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested _____ *11,500.00* _____

Unencumbered Balance _____ *1,008,215.25* _____

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

Signature _____ *[Signature]* _____

Date _____ *7/20/16* _____



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 07-16

Contract End 12/31/2017

Commencement Date 1/1/2016

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

Vendor Name and Address

NELSON & POPE ENGINEERS & LAND SURVEYORS, PLLC

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)

PREPARATION OFF BID FOR SIDEWALK REPLACEMENT CONTRACT

WITHIN THE TOWN OF OYSTER BAY

This work order shall not exceed \$ 11,500.00

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

Requesting Division/Department

Signature *John P. Biedny*

Title Highway Department

Date 7-20-16

Department Approval

Signature *[Signature]*

Commissioner of Public Works

Date 7/20/16

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, request that LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers, be authorized to provide on-call engineering services in connection with Contract No. PWC07-16, On-Call Engineering Services, Relative to Civil Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers 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 LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers are hereby authorized and directed to provide on-call engineering services, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and be it further

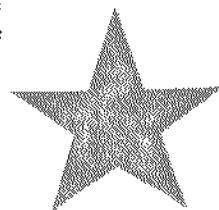
RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreement with the Town, upon presentation of a duly certified claim, after audit.

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





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 C. DIXON, P.E.

678 WALT WHITMAN ROAD, MELVILLE NY 11747-2188
(631) 427-5665 • FAX (631) 427-5660 • NELSONPOPE.COM

July 15, 2016

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

Re: Proposal for Engineering Services
Sidewalk Replacement Bid Contract

PWC07-16

Dear Commissioner Betz:

Nelson & Pope is pleased to submit this proposal to provide Professional Engineering services for the preparation of a requirements contract for concrete work.

The proposed Scope of Services and Manpower Table are attached as **Exhibit A** and **Exhibit B**, respectively. The estimated budget for project is \$11,500.00.

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

Joseph R. Epifania, PE
Partner



**EXHIBIT A
SCOPE OF SERVICES**

Preparation of a Sidewalk Replacement Bid Contract

Nelson & Pope will work with the Town to finish compiling the final locations and quantities for the concrete work orders that have been submitted by the residents. N&P will utilize previously completed concrete construction specifications for inclusion in the project bid manuals. N&P will add/delete specifications as required to complete the scope of the work. 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.

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.





MANPOWER TABLE

TOWN OF OYSTER BAY
SIDEWALK REPLACEMENT BID CONTRACT



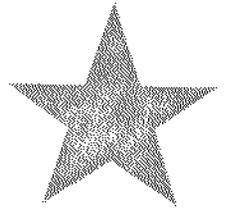
EXHIBIT B

NELSON & POPE



TASK

Preparation of Sidewalk Replacement Bid Contract	4	36	12	12	20	84	\$11,432.00
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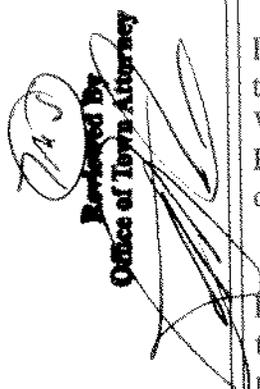
WHEREAS, Timothy R. Zike, Deputy Commissioner of the Department of Planning and Development, by memorandum dated July 22, 2016, recommended that a refund in the amount of \$2,649.00 be authorized to Mr. and Mrs. Harris Herman, 6 Orchard Drive, Woodbury, New York, 11797, under account number PAD B 0001 02555 000 0000, for Building Permit No. R15004167, because the permit was withdrawn due to a financial hardship by the owner,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board authorizes payment of a refund to Mr. and Mrs. Harris Herman in the amount of \$2,649.00, 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

426

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

RECEIVED
TOWN AFFAIRS

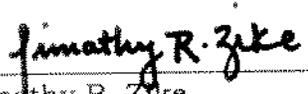
JULY 22, 2016

Town of Oyster Bay

TO: MEMORANDUM DOCKET
FROM: OFFICE OF THE COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
SUBJECT: RESIDENT REFUND – Carrie & Harris Herman

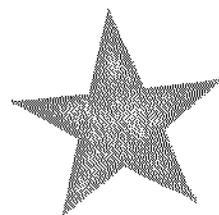
Pursuant to the Code of the Town of Oyster Bay, this department granted a Building Permit, Number R15004167 dated October 13, 2015, receipt #01000408172 in the amount of \$2,649.00. This permit is being withdrawn by the property owner due to a financial hardship. A copy of the building inspector's report is attached verifying that the construction was not done.

Therefore, in light of the aforementioned facts, A two thousand six hundred forty-nine dollar (\$2,649.00) refund for the building permit fees associated with Building Permit Number R15004167 should be refunded to Mr. & Mrs. Harris Herman, 6 Orchard Drive, Woodbury, New York 11797 under account number PAD B 0001 02555 000 0000.



Timothy R. Zike
Deputy Commissioner

cc: Town Attorney (w/19 copies)



SEC. BLK. LOT
13 72 11

- 1) verify
- 2) Letter

Carrie & Harris Herman
6 Orchard Drive Drive
Woodbury, NY 11797

T
C
[REDACTED]

R15004167

December 7, 2015
Mr. Timothy Zike
Deputy Commissioner
Town of Oyster Bay
Department of Planning and Development
74 Audrey Avenue
Oyster Bay, NY 11771

Dear Mr. Zike,

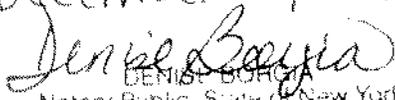
We have decided not to move forward with our construction plans due to a financial reversal, therefore, we are requesting that our construction permits be withdrawn from the town. Along with this request, please refund any filing fees that are applicable. I'm aware that there are several procedures that need to be followed before this happens, please contact me at the number listed above at your earliest convenience so that we can schedule these necessary appointments. Thanks in advance for your understanding during this difficult time.

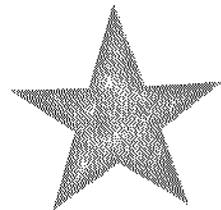
Sincerely,



Carrie Herman

Sworn to before me came Carrie Herman on
December 7, 2015, Woodbury, Nassau County, New York


DENISE BORGIA
Notary Public, State of New York
No. 02805928894
Qualified in Nassau County
Commission Expires June 6, 2016



TOWN OF OYSTER BAY

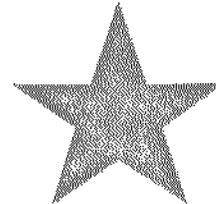
ITEM 5 OF 5

\$50 CREDIT RECEIPT

RECEIPT # : 01000408172 PRINT DATE : 05/17/2016
RECEIPT DATE : 10/13/2015 PRINT TIME : 14:25:48
RECEIVED BY : SG OPERATOR : sgerber
REC'D. FROM : HARRIS&CARRIEHERMAN COPY # : 1
CASH DRAWER: 01

CUSTOMER ID	ITEM	PAYMENT
1.000 @	\$50.00 \$50 CREDIT	-50.00
TOTAL		-50.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	2,649.00	2438
TOTAL RECEIPT :	2,649.00	





TOWN OF OYSTER BAY

4 ITEMS OF 5

PERMIT RECEIPT

OPERATOR: sgerber
COPY # : 1

Sec:13 Twp:Oyster B Rng: Sub: Blk:72 Lot:11
SBL: 13-72-11

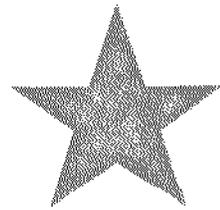
DATE ISSUED.....: 10/13/2015
RECEIPT #.....: 01000408172
REFERENCE ID # ...: 15060609

Permit Num: R15004167
SITE ADDRESS: 6 ORCHARD DR
SUBDIVISION:
CITY: WOODBURY
IMPACT AREA

OWNER: CARRIE M & HARRIS M HERMAN
ADDRESS: 6 ORCHARD DRIVE
CITY/STATE/ZIP ...: WOODBURY, NY 11797

RECEIVED FROM: RECEIPT INTERFACE
CONTRACTOR: AMW DEVELOPMENT CORP. LIC # 01833
COMPANY: AMW DEVELOPMENT CORP.
ADDRESS: 130 STEWART AVENUE
CITY/STATE/ZIP ...: HICKSVILLE, NY 11801
TELEPHONE: [REDACTED]

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BLDG FEE	VALUATION	176,479.00	2212.00	0.00	2212.00	0.00
B-CA	FIXTURES	5.00	25.00	0.00	25.00	0.00
B-CO	VALUATION	176,479.00	377.00	0.00	377.00	0.00
B-PLMB FEE	FIXTURES	5.00	85.00	0.00	85.00	0.00
TOTAL PERMIT :			2699.00	0.00	2699.00	0.00





ATM Debit Card: XXXX-XXXX-XXXX-
As of 05-10-2016 18:43 EDT

SERVICES Check Details

Account Check # Post Date Amount
Interest Checking: 3998 2438 10/14/2015 \$ 2,649.00



HARRIS M. HERMAN 15060609 219 2438
 CARRIE M. HERMAN
 6 ORCHARD DR
 WOODBURY, NY 11797
 Date: 10/13/15
 PAY TO THE ORDER OF: The Town of Oyster Bay \$ 2,649.⁰⁰/₁₀₀
Two Thousand, Six Hundred and Forty Nine Dollars and 00/100
 Citibank Citigold
 CITIBANK, N.A. NY NY 10101 (c) 907-877-7506
 PERMITS (w) 916 692-4848 *Carriker*



⑆065000090⑆
 CAPITAL ONE, N.A.
 0001746100 10132015
 RICHMOND, VA 776 23
 Deposit 6824008764

FOR DEPOSIT ONLY
 TOWN OF OYSTER BAY
 CITIBANK, N.A.
 FOR DEPOSIT ONLY
 TOWN OF OYSTER BAY

Security Tip: Check Image files may be automatically saved on the hard drive of this computer. If other people use this computer you should delete these files so that no one will have access to your

Building Permit

R15004167

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: Syosset Section/Block/Lot: 13-72-11 Zone: R1-1A Application No.: 15060609 ZBA Number: ZBA Date: Receipt No.: 01000408172

Permitter	DH MURRAY ARCHITECTURE 20 JERUSALEM AVE SUITE 206 HICKSVILLE NY 11801 (516) 576-0414	Contractor	AMW DEVELOPMENT CORP. 130 STEWART AVENUE HICKSVILLE, NY 11801 (516) 433-0079
Property Owner	CARRIE M & HARRIS M HERMAN 6 ORCHARD DRIVE WOODBURY, NY 11797	Plumber	SCIALLI & SONS INC. 130 STEWART AVENUE HICKSVILLE NY 11801 (516) 334-6701
		Electrician	RICHARD BRZESKI ELECTRIC 38 ACORN LANE LEVITTOWN NY 11756 516-729-0988

Address of Actual Construction

6 ORCHARD DR WOODBURY, NY 11797	Tenant
Permission Granted for the	CONSTRUCTION OF
Estimated Cost of Construction \$176479	

A 31.92' x 16.5' (OA) (286 sq.ft.) (front) open porch w/steps to grade, 17.7' x 14' (OA) (248 sq.ft.) (rear) first floor addition, a 60' x 37' (OA) (2,220 sq.ft.) int. alt. to the first floor, a 27' x 13.92' (OA) (243 sq.ft.) (front) first floor addition with unfinished basement space below, as per plans prepared by John P. Winberry, R.A., dated 06/30/15. INSTALL five (5) plumbing fixtures (1st Fl: 1-SHR, 1-KS, 1-DW, 1-WC, 1-LAV) as per code.

ALL WORK TO COMPLY WITH TOB APPROVED PLAN DATED: 10/06/15

ZONING REVIEW: ONE FAMILY DWELLING ONLY

CONDITIONED: PERMITS ARE OBTAINED FOR THREE (3) A/C UNITS, 118 SQ. FT. SHED, ANY RETAINING WALL OVER TWO FT HIGH.

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
W	ORCHARD DRIVE	205.64	N	HEADLEY WAY	WOODBURY
DESCRIPTION	FEE	PAID	BALANCE		
APP FEE	50.00	50.00	0.00		
BLDG	2,212.00	2,212.00	0.00		
CA	25.00	25.00	0.00		
CO	377.00	377.00	0.00		
PLUMBING	85.00	85.00	0.00		
*** FEE TOTALS ***	2,749.00	2,749.00	0.00		
TOTAL PAID AFTER APPLICATION FEE APPLIED: \$2,849.00					
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.		

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:

BUILDING INSPECTIONS:

- *Demolition inspections - Check with Building Division.
- *Concrete Certifications.
- *Soil Conditions - before footings and foundations are poured.
- *Forms for footings, keyways and foundations including rebar.
- *Waterproofing, membrane and insulating
- *Foundations and/or slabs.
- *Framing - wood or steel before enclosures.
- *Framing effer mechanicals and before insulating
- *Insulation inspection - before sheathing
- *Rough enclosed.
- *Final inspection(s)

PLUMBING INSPECTIONS:

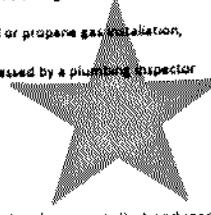
- *Underground plumbing - before backfilling.
- *Rough plumbing - before closed up and ready for test.
- *Final inspection when all fixtures are set.
- *Sewer connection - spur tie-in.
- *Sanitary systems (Excavation/Construction).
- *Installation or replacement of burners. (oil, gas, electric).
- *All Tanks - inground or above. (Check with Building Division for required testing and in Testing and inspections).
- *Pressure tests are required for any natural or propane gas installation, Alteration or replacement
- *Hydrostatic pressure testing must be witnessed by a plumbing inspector for all fire sprinkler systems.

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: 10/13/2015 Work Must Start By: 04/13/2016

CO must be issued by 10/13/2016 or permit will expire unless renewed prior to expiration.

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

Timothy R. Zitek

Deputy Commissioner, Department of Planning and Development



Plumbing Inspector's Report

Date: 5/24/16 Time of Inspection: Start: _____ Finish: _____
 Location of Inspection: 6 ORCHARD DR, WOODBURY
 Section: 13 Block: 72 Lot(s): 11 Zone: R17A Permit # R15004167
 Property Owner's Name: HERMANE Telephone #: [REDACTED]
 Plumber's Name: SCIALLI Telephone #: 334-6701
 Plumber's Address: HUCKSVILLE License #: _____
 Number of Fixtures Installed: _____ Number of Existing Fixtures: _____

PLUMBING

- Underground plumbing
- Rough plumbing
- Water test on rough plumbing
- Lead bend/brass flange
- Pressure test on water pipe
- Final inspection
- Water service completed
- Gas test completed
- RPZ valve completed
- Sewer installation approved
- Final seal test
- Lawn sprinklers
- Vacuum breaker valve
- Solar heating
- Hot tub
- Grease trap Inside Outside
- Sewer ejector pump
- Sump pump
- Boilers
- Other

TANK INSPECTION

- Test approved on tank before installation
- Soil and excavations approved
- Test approved after installation
- Tank piping approved
- Above ground tank base approved
- Above ground tank approved

FIRE SPRINKLER TEST

- Number of heads tested
- New installation approved/200lb test
- Alteration approved/50 over static pressure
- Approve double check valve installation

VIOLATIONS

- Comply by: _____
- No previous rough inspection approved
 - Unable to gain entry
 - Neoprene flexible couplings not permitted
 - Slip tubing traps not permitted
 - 2"x1 1/2" kitchen sink trap required
 - Other

Comments: NO WORK AT THIS TIME INSURE & OUT
VOID PERMIT -

Please Note: Do not close or cover the work until a new inspection has been approved.

Inspection Approved: Yes No Document to Be Issued: _____
 Report to Contractor: In Person Left on Premises Report to Homeowner: _____ By Mail
 Inspector's Extension: 8563 Inspector's Name: DEREK HILL
 Received By: [Signature] Inspector's Signature: [Signature]

THIS IS A COPY. THE ORIGINAL IS ON FILE IN THE BUILDING DIVISION.

Meeting of August 9, 2016

Resolution No. 427 - 2016

WHEREAS, STEVEN BAKER, fee owner, and 388 REALTY LTD., tenant, petitioned the Town Board for a Change of Zone from a Residential R1-7 Zone to an R-O Residence Office District Zone, for premises located at 388 South Oyster Bay Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block 294, Lot 45 on the Land and Tax Map of Nassau County; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its "Review of Action and Determination of Significance", regarding the environmental impacts contemplated by said Petitions; and

WHEREAS, the "Review of Action and Determination of Significance" was duly made in the Town Environmental Quality Review Division's report dated July 18, 2016, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petitions and recommending that the conclusions contained therein be accepted, and that same be deemed to constitute a Negative Declaration, indicating that the proposed actions would not cause significant impacts upon the environment and recommended, accordingly, that the Town Board issue a Negative Declaration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of STEVEN BAKER, fee owner, and 388 REALTY LTD., tenant, for a Change of Zone from a Residential R1-7 Zone to an R-O Residence Office District Zone, for premises located at 388 South Oyster Bay Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block 294, Lot 45 on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Department of Environmental Resources is hereby directed to circulate and file the Negative Declaration in accordance with the requirements of the New York State Environmental Quality Review Act ("SEQRA").

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

FMS
Reviewed By
Office of Town Attorney
Thomas M. Johnson

13

Town of Oyster Bay 427
Inter-Departmental Memo

RECEIVED
ADMINISTRATIVE AFFAIRS

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

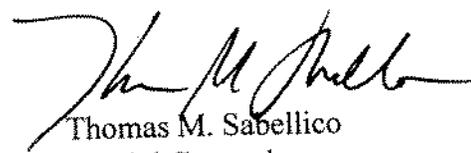
DATE: July 20, 2016

SUBJECT: Application of Stephen Baker, Fee Owner and 388 Realty Ltd., Tenant, for
Change of Zone and Site Plan Application
388 South Oyster Bay, Hicksville
Section 12, Block 294, Lot 45

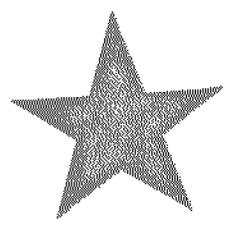
Attached hereto is the Memorandum of Neil Bergin, Commissioner of the Department of Environmental Resources, dated July 18, 2016, recommending that the Town Board adopt a Negative Declaration with respect to the above referenced application.

In the event that the Town Board accepts the recommendation of the Department of Environmental Resources, the attached proposed resolution is submitted for its approval. We hereby request that this matter be scheduled for the August 9, 2016 action calendar.

LEONARD GENOVA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st
Enclosure



TMS

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

July 18, 2016

TO: LEONARD GENOVA, TOWN ATTORNEY
ATTENTION: THOMAS M. SABELLICO, SPECIAL COUNSEL

FROM: NEIL BERGIN, COMMISSIONER,
DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT: Application of Stephen Baker and 388 Realty Ltd. for Change of Zone from R1-7 One-Family Residence District to R0 Residence-Office District and Site Plan Application to Retain Existing Accounting and Audiology Uses, 388 South Oyster Bay Road, Hicksville; Section 12, Block 294, Lot 45

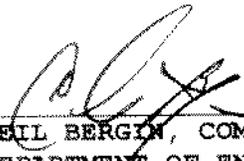
Pursuant to the provisions of the Town of Oyster Bay Environmental Quality Review (TEQR) Law, Chapter 110 of the Code of the Town of Oyster Bay, and the promulgating regulations of the State Environmental Quality Review Act (SEQRA), 6 NYCRR Part 617, the Department of Environmental Resources has completed its review of the above captioned proposed action.

Based on our review, the Department of Environmental Resources believes that the adoption of a Negative Declaration would be appropriate for the subject proposed action. Accordingly, we have prepared the attached proposed draft Negative Declaration memo/notice for consideration by the Town Board.

If the Town Board proceeds with the adoption of a Negative Declaration for this proposed action, the Department of Environmental Resources will finalize the attached document - including any revisions that may be necessary at the direction of the Town Board, as well as including the date of the Town Board's adopting Resolution on the final memo/notice - and we will then forward same for distribution and filing in accordance with the requirements of SEQRA.

The Town Board Resolution adopting a Negative Declaration can make reference to the detailed information contained in the attached proposed memo/notice.

Please do not hesitate to let us know if you have any questions.


NEIL BERGIN, COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

c: FILE - Hicksville/388 Hicksville Road

TOWN ATTORNEY'S OFFICE
TOWN OF OYSTER BAY
JUL 18 P 3:21

**TOWN BOARD
TOWN OF OYSTER BAY
DRAFT
REVIEW OF ACTION AND
DETERMINATION OF SIGNIFICANCE
(NEGATIVE DECLARATION)**

July 18, 2016

Pursuant to the provisions of the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law, SEQRA, as promulgated in the regulations contained in 6 NYCRR Part 617) and the Town of Oyster Bay Environmental Quality Review (EQR) Law (Chapter 110 of the Oyster Bay Town Code), the Town Board of the Town of Oyster Bay has approved the following action:

- **Applicant:** Stephen Baker and 388 Realty Ltd.
- **Title of Project:** 388 South Oyster Bay Road Residence-Office Change of Zone
- **Description of Proposed Action:** Application to the Town Board for a Change of Zone from R1-7 One-Family Residence District to RO Residence-Office District and Site Plan Approval to allow the existing 2,600-square foot, one-story building on the 8,713-square foot property to be retained so that the current accounting and audiology offices can continue, and in the future to allow the subject premises to be used for any permitted RO uses. The proposed action does not entail any physical change to the subject premises, other than updating an existing bathroom to comply with the requirements of the American with Disabilities Act (ADA) and other minor interior alternations which are primarily intended to achieve or maintain code compliance. Both of the existing professional offices have hours of operation of 9 a.m. to 5 p.m. Monday through Friday; the audiology office also is open between 9 a.m. and 3 p.m. on Saturday; and both offices are closed on Sunday.

The proposed site plan provides for on-site parking spaces, eight fewer than the minimum 13 spaces required under the Zoning Code, thereby necessitating the issuance of a variance by the Zoning Board of Appeals. According to the applicant's submissions to the Town, no other variances are required in connection with the proposed action.

- **Other Possible Approvals Required:** none specified
- **Location of Proposed Action:** 388 South Oyster Bay Road, Hicksville, Town of Oyster Bay, State of New York, and further identified as Section 12, Block 294, Lot 45 on the Land and Tax Map of Nassau County.
- **SEQRA Classification:** Unlisted
- **Type of Review:** Uncoordinated
- **Lead Agency:** Not applicable
- **Contact Person:** Town of Oyster Bay Department of Environmental Resources
150 Miller Place
Syosset, NY 11791
Attention: John Ellsworth; telephone: (516) 677-5824



• **Documents Reviewed:**

- New York State Short Environmental Assessment Form, Part 1 (EAF), dated 8/10/2014 and Town of Oyster Bay EAF Addendum, dated 8/3/2014;
- Parking analysis presented in correspondence from RMS Engineering, dated 12/10/2014;
- Petition, prepared by Anthony J. Cincotta, Esq., dated 8/3/2014;
- Application for Site Plan Approval, dated 8/3/2014;
- *Map of Property*, prepared by Donald C. Voorhis, surveyed 1/25/1972;
- 300' Radius Map, prepared by Jean Kennedy, dated 12/13/2013; and
- *Site Plan, Floor Plan & Reflected Clg. Plan*, prepared by Michael Palomba, AIA, as revised 11/15/2013.

The environmental review of this application also included inspection of the subject premises and surrounding area.

Review of this application also took into consideration testimony at the public hearing before the Town Board convened on June 7, 2016. No members of the public addressed the Town Board during the hearing and the Board did not provide commentary indicating any open issues.

REASONS SUPPORTING DETERMINATION OF NO SIGNIFICANCE AND ISSUANCE OF NEGATIVE DECLARATION

The Town Board of the Town of Oyster Bay has issued a **Negative Declaration**, establishing that **the proposed action will not cause significant environmental impacts**, based on review and analysis of the following environmental parameters relative to this matter:

Zoning and Land Use – The subject property contains professional offices (accounting and audiology). The site currently is zoned R1-7 Single-Family Residence. The existing uses are permitted principal uses in the proposed Residence-Office (RO) district. The applicant is seeking approval which will allow for any uses permitted in the RO district in the future, subject to review and approval by the Commissioner of the Department of Planning and Development, and is willing to accept any reasonable conditions and restrictions which the Town Board may wish to impose to regulate future RO uses.

The subject property fronts on South Oyster Bay Road, a four-lane Nassau County arterial roadway, and is located in an area of mixed uses, summarized as follows:

- uses similar to those on the subject premises, with offices occupying former one-story residential structures, to the immediate north – the two adjoining parcels to the north are in an RO district, the next parcel to the north is in an R1-7 district, and the next two parcels to the north (extending to Garden Street) are in a Neighborhood Business (NB) district;
- a single-family residence in an R1-7 district to the immediate south; and an office building and restaurant in an NB district further to the south, across Meran Place;
- single-family residences in an R1-7 district to the immediate west, northwest and southwest; and
- a neighborhood shopping center in an NB district to the east, northeast, and southeast, across South Oyster Bay Road; and a stand-alone restaurant on a site formerly occupied by a gasoline service station in a General Business (GB) district further to the southeast.



Based on the foregoing, it is concluded that the proposed action will not result in significant adverse impacts with respect to zoning and land use.

Traffic – The subject property fronts on South Oyster Bay Road, which is an arterial roadway under Nassau County jurisdiction, with two travel lanes in each direction and additional turning lanes at intersections. The site currently contains two driveways along its South Oyster Bay Road frontage, which will not be altered under the proposed action, except that a sign will be installed prohibiting exiting left turns onto South Oyster Bay Road.

The proposed action will retain the existing uses (accounting and audiology offices) on the subject property and, therefore, approval of the application will not change traffic generation from the site. The EAF Addendum indicates that these uses generate a maximum of eight vehicular trips during the peak hours on weekdays.

Based on the foregoing, it is concluded that the proposed action will not result in significant adverse impacts with respect to traffic.

Parking – The proposed *Site Plan* provides five marked on-site parking spaces, which is eight fewer than the 13 spaces required under the Zoning Code. The applicant's transportation engineering consultant performed a parking analysis, which included observations of parking utilization on the subject premises at 15-minute intervals during a typical weekday (Wednesday, November 12, 2014) and Saturday (November 8, 2014). The maximum parking at the site on the Wednesday investigation date) was eight vehicles at 12:30 p.m. and the number of parked vehicles present exceeded the five marked spaces for most intervals during the entire time period on that date from 11:15 a.m. through 5:45 p.m. However, it was observed that this above-capacity condition was accommodated on the site by three to four employees parking in tandem in the driveway along the south side of the property. On the Saturday investigation date, the number of vehicles present on the site was four or fewer (i.e. less than the five marked parking spaces) during the entire observation period.

As indicated above, review and approval by the Zoning Board of Appeals will be needed regarding the proposed application with respect to the parking requirement under the Zoning Code.

Soils and Topography – The proposed action will retain the existing uses on the subject property, without physical alteration to the site, and, as such, does not entail potential impacts with respect to soils and topography.

Flora and Fauna – The subject property is fully developed and is situated in an area of fairly intense suburban development; and, therefore, does not possess significant ecological resources. The proposed action will retain the existing uses, without physical alteration to the site.

Surface Waters – The subject property does not contain, nor lie in the immediate vicinity of, any surface water body.

The proposed action will retain the existing uses on the subject property, without physical alteration to the site; and, as such, does not entail potential impacts with respect to stormwater drainage.

Groundwater – The proposed action will retain the existing uses on the subject property, without physical alteration to the site. These uses (i.e., accounting and audiology offices) do not involve the



storage or use of hazardous materials or other activities that pose a significant threat for impacting groundwater resources.

Special Groundwater Protection Area (SGPA)/Critical Environmental Area (CEA) – The subject property is not located in or substantially contiguous to the SGPA or in any other area designated as a CEA by the Town of Oyster Bay.

Air Quality, Odors, Noise, and Lighting – The proposed action will retain the existing uses on the subject property, without physical alteration to the site. These uses (i.e., accounting and audiology offices) do not involve activities that typically are associated with potentially significant impacts with respect to air quality, odors, noise, or lighting.

Water Usage and Sewage Generation – The proposed action will retain the existing uses on the subject property; and, therefore, will not increase the rate of water consumption or sewage generation at the site.

Solid Waste Generation – The proposed action will retain the existing uses on the subject property; and, therefore, will not increase the rate of solid waste generation at the site. Recycling is required in accordance with Town of Oyster Bay requirements.

Other Community Services – The proposed action involves commercial uses, which generate school taxes without requiring any services from the Hicksville School District. The existing/proposed uses (accounting and audiology offices) are not expected to place a significant burden on other community services.

Aesthetic Resources – The proposed action will retain the existing uses on the subject property, without physical alteration to the site. As such, does not entail potential impacts with respect to aesthetic resources. The existing/proposed use of the site is consistent with the other professional office uses which primarily line this segment of South Oyster Bay Road. The building on the subject premises retains its original residential appearance which provides aesthetic compatibility with the adjacent residential neighborhood.

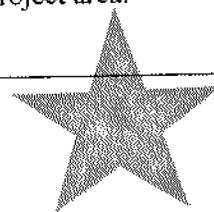
Historic and Archaeological Resources – The subject property does not contain historically significant resources. As the site is already fully developed, it lacks the characteristics which would suggest the potential presence of significant archaeological resources.

Open Space and Recreation – The subject property contains commercial uses; and does not comprise public open space and is not used for recreation.

Energy – The subject property is currently connected to utilities. The proposed action will retain the existing uses on the site, without physical alteration; and, as such, will not result in an increase in energy consumption.

Public Health and Safety – The existing/proposed uses (i.e., accounting and audiology offices) do not entail the types of activities that pose a significant potential public safety or health risk.

Community Growth and Character – The proposed action, retaining the existing accounting and audiology uses on the subject premises, will not affect the character of the project area.



WHEREAS, Resolution No. 734-2015, adopted on December 15, 2015, authorized PACE Analytical Services, Inc., to provide on-call Engineering Services in connection with Contract No. PWC 30-16, On-Call Engineering Services Relative to Laboratory Analysis of Air and Water Samples from Old Bethpage Landfill; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated July 25, 2016, requested that the Comptroller issue an encumbrance order in the amount of \$50,000.00, under Contract No. PWC 30-16, for 2016 Services for Laboratory Analysis of Air and Water Samples from Old Bethpage Landfill, 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, PACE Analytical Services Inc., 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 \$50,000.00, for Contract No. PWC 30-16, 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



Meeting of December 15, 2015

Resolution No. 734-2015

Reviewed By
Office of Town Administrator
[Signature]

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 D & B Engineers and Architects, P.C., and PACE Analytical Services, Inc. be authorized to provide on-call engineering services in connection with Contract No. PWC30-16, On-Call Engineering Services Relative to Laboratory Analysis of Air and Water Samples from the Old Bethpage Landfill, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, D & B Engineers and Architects, P.C., and PACE Analytical Services, Inc. have an open-ended service agreement with the Town under which the services will be provided; and

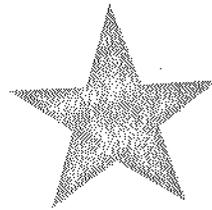
NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and in connection with Contract No. PWC30-16, D & B Engineers and Architects, P.C., and PACE Analytical Services, Inc. are hereby authorized and directed to provide on-call engineering services, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and be it further

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

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works



428

22

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JULY 25, 2016

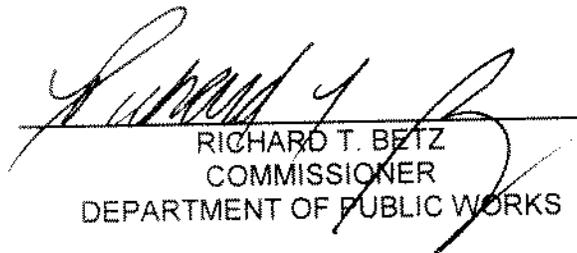
TO: MEMORANDUM DOCKET
FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC30-16
LABORATORY ANALYSIS OF AIR AND WATR SAMPLES FROM OLD BETHPAGE LANDFILL
ACCOUNT NO.: DER SR05 8160 44800 000 0000

The consultant, PACE Analytical Services, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC30-16 by Resolution No. 734-2015 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 July 1, 2016 from PACE Analytical Services, Inc. regarding the scope of work to be performed in an amount not to exceed \$50,000.00. Services to be performed include analysis of grounwater and air samples as part of the remediation programs fro the Old Bethpage Landfill. 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 \$50,000.00 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 PACE Analytical Services, Inc. under Contract No. PWC30-16, On-Call Engineering Services Relative to Laboratory Analysis of Air and Water Samples from the Old Bethpage Landfill, and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

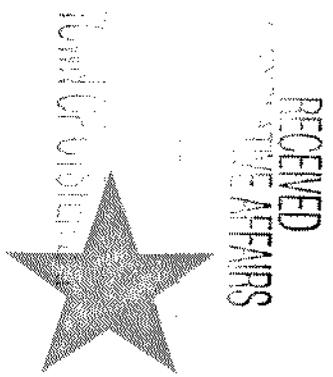

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dz

Attachment

- cc: Office of the Town Attorney (w/19 copies)
- Robert J. McEvoy, Comptroller
- Kathy Stefanich, Administrative Division/DPW
- Neil O. Bergin, Commissioner/Environmental Resources
- Joseph Pinto, Councilman

PWC30-16 PACE DOCKET 2016 FUNDING



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JULY 25, 2016

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC30-16
LABORATORY ANALYSIS OF AIR AND WATER SAMPLES FROM OLD BETHPAGE LANDFILL
ACCOUNT NO.: DER SR05 8160 44800 000 0000

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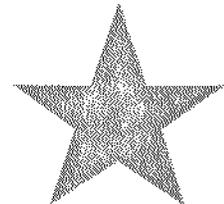

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


RTB/ELM/MR/dz

Attachment

cc: Office of the Town Attorney (w/19 copies)
Robert J. McEvoy, Comptroller
Kathy Stefanich, Administrative Division/DPW
Neil O. Bergin, Commissioner/Environmental Resources

PWC30-16 PACE DOCKET 2016 FUNDING





**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 PWC30-16

Contract Period 1/1/2016 - 12/31/2017

Consultant/Contractor PACE ANALYTICAL SERVICES, INC.

Discipline LAB. ANALYSIS OF AIR AND WATER SAMPLES FROM O.B. LANDFILL

Total Authorization 50,000.00

Resolution No. 734-2015 Date 12/15/2015

Funded To Date Ø

Amount Requested \$50,000.00

Account To Be Used DEP SLOS 8160 44800 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.

LABORATORY ANALYSIS OF AIR AND WATER SAMPLES

FROM THE OLD BETHPAGE LANDFILL - 2016 SERVICES

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 COMM. OF ENVIRONMENTAL RESOURCES
Date 7/20/16

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]
Title Commissioner of Public Works
Date 7/20/16

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 50,000.00

Unencumbered Balance 306,000.00

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

Signature [Signature] Date 7/23/16



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. PWC30-16

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

PACE ANALYTICAL SERVICES, INC.

575 BROAD HOLLOW ROAD

MELVILLE, NEW YORK 11747

Requesting Town Department ENVIRONMENTAL RESOURCES

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

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

LABORATORY ANALYSIS OF AIR AND WATER SAMPLES

FROM THE OLD BETHPAGE LANDFILL - 2016 SERVICES

This work order shall not exceed \$ 50,000.00

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

Requesting Division/Department

Signature [Signature]

Title COMM - ENV. RESOURCES

Date 7/20/16

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Commissioner of Public Works

Date 7/20/16

Meeting of December 15, 2015

Resolution No. 734-2015

Reviewed By
Office of the
Inspector General
[Signature]

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 D & B Engineers and Architects, P.C., and PACE Analytical Services, Inc. be authorized to provide on-call engineering services in connection with Contract No. PWC30-16, On-Call Engineering Services Relative to Laboratory Analysis of Air and Water Samples from the Old Bethpage Landfill, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, D & B Engineers and Architects, P.C., and PACE Analytical Services, Inc. have an open-ended service agreement with the Town under which the services will be provided; and

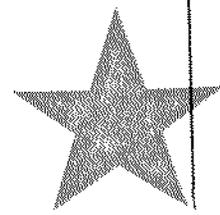
NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and in connection with Contract No. PWC30-16, D & B Engineers and Architects, P.C., and PACE Analytical Services, Inc. are hereby authorized and directed to provide on-call engineering services, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and be it further

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

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works





Pace Analytical Services, Inc.
575 Broad Hollow Road
Melville, NY 11747
Phone: 631.694.3040
Fax: 631.420.8436
www.pacelabs.com

July 1, 2016

Mr. Matthew Russo, P.E.
Town of Oyster Bay
Department of Public Works
Division of Engineering
150 Miller Place
Syosset, New York 11791

**Re: Town of Oyster Bay Landfill Complex
Cost Proposal for 2016 Laboratory Analysis of Air and Water Samples
Contract No.: PWC 30-16**

Dear Mr. Russo:

Pace Analytical Services Inc. is pleased to submit this proposal for laboratory analysis for the Town of Oyster Bay Landfill Complex sampling for Contract No.: PWC 30-16 On-Call Technical Assistance Relative to Laboratory Analysis of Air and Water Samples from the Old Bethpage Landfill. The new annual total will not exceed \$50,000.00

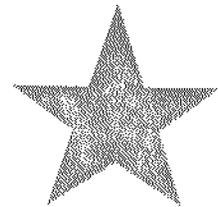
Should you have any questions concerning the proposal please call me at 516-370-6016 or send an email Jennifer.Aracri@pacelabs.com.

We look forward to continuing to provide these services to the Town.

Best Regards,



Jennifer Aracri
Client Services Manager



WHEREAS, Resolution No. 754-2015, adopted on December 15, 2015, authorized Nelson & Pope Engineers & Land Surveyors, PLLC, to provide on-call engineering services, in connection with Contract No. PWC 06-16, On-Call Engineering Services Relative to Contract Administration; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated July 25, 2016, requested Town Board authorization that Nelson & Pope Engineers & Land Surveyors, PLLC, proceed under Contract No. PWC 06-16, On-Call Engineering Services Relative to Contract Administration, for Preparation of Contract Documents for Revised Requirements Contract concerning Concrete Work throughout the Town of Oyster Bay, Project Id No. 1503HWYDB-03, and further request that the Comptroller issue an encumbrance order in an amount of \$9,500.00, with funds available in 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 & Land 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 an amount of \$9,500.00 for Contract No. PWC 06-16, 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


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 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

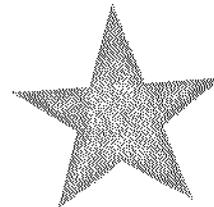
RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreement with the Town, upon presentation of a duly certified claim, after audit.

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



429

23

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JULY 25, 2016

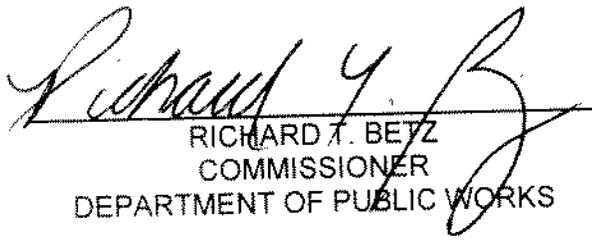
TO: MEMORANDUM DOCKET
FROM: RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC 06-16
CONTRACT ADMINISTRATION
ACCOUNT NO.: HWY H 5197 20000 000 1503 008
PROJECT ID NO. 1503 HWY DB-03

The consultant, Nelson & Pope, Engineers & Land Surveyors, PLLC, has been approved by the Commissioner 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 Highways, Nelson & Pope, Engineers & Land Surveyors, PLLC, submitted a letter dated July 15, 2016 regarding the scope of work to be performed in an amount not to exceed \$9,500.00. Services to be performed include preparation of contract documents for Highway Requirements Contract for Concrete.

Attached is an availability of funds in the amount of \$9,500.00 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.

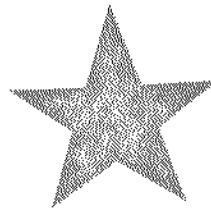
It is hereby requested that the Town Board authorize by Resolution Nelson & Pope, Engineers & Land Surveyors, under Contract No. PWC 06-16, On-Call Engineering Services Relative to Contract Administration and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RECEIVED
TOWN OF OYSTER BAY
PUBLIC AFFAIRS


RTB/ELM/MR/HAS/dz
Attachments

cc: Leonard Genova, Town Attorney (w/19 copies)
Robert McEvoy, Comptroller
Katherine Stefanich, DPW Administration
John Bishop, Department of Highway
Joseph Pinto, Councilman



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

JULY 20, 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, PLLC
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.

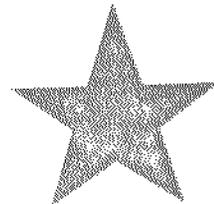

ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm
Attachments

C: Joseph Pinto, Councilman

PWC 06-16 \$9,500.00 N&P HAS.DOCX





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



Requesting Division/Department _____

Highway _____

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 & Land Surveyors, PLLC

Discipline _____ Contract Administration

Total Authorization \$ _____ 37,800.00 *PLD*

Resolution No. _____ 0754-2015 Date _____ 12/15/2015

Funded To Date \$ _____ 28,300

Amount Requested _____ \$9,500.00

Account To Be Used *Acct HWY H 5197 2000 000 1503 008 / DPW 1503 HWYDB 03 PLD*

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.

Preparation of Bid for Revised Concrete Requirements Contract

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 *John P. Buehler*
Title *Highway Department*
Date *7-20-16*

DPW Approval

Only To Be Executed By The Commissioner

Signature *[Signature]*
Title **Commissioner of Public Works**
Date *7/21/16*

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested ~~37,800.00~~ \$9,500.00

Unencumbered Balance *4,008,215.25*

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

Signature *[Signature]* Date *7/21/16*



TOWN OF OYSTER BAY



WORK ORDER

This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2016

Contract No. PWC 06-16

Contract End 12/31/2017

Commencement Date 1/1/2016

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

Vendor Name and Address

Nelson & Pope Engineers & Land Surveyors, PLLC

572 Walt Whitman Road

Melville, New York 11747-2188

(631) 427-5665

Requesting Town Department DPW Engineering

Contact Hans Stronstad Phone 516-877-5852

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

Revised Requirements Contract for Concrete Work

Throughout the Town of Oyster Bay

This work order shall not exceed \$ 9,500.00

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

Requesting Division/Department

Signature *John L. Bishop*
Title *Highway Department*
Date *1-20-16*

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

Signature *[Signature]*
Commissioner of Public Works
Date *1/21/16*

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, 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





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. MIFERRAN, P.E. • THOMAS C. DIXON, P.E.

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188
1631) 427-6885 • FAX 1631)427-5820 • NELSONPOPE.COM

July 15, 2016

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

Re: Proposal for Engineering Services
Revised Concrete Requirements Contract *PWC06-16*

Dear Commissioner Betz:

Nelson & Pope is pleased to submit this proposal to provide Professional Engineering services for the preparation of a requirements contract for concrete work.

The proposed Scope of Services and Manpower Table are attached as **Exhibit A** and **Exhibit B**, respectively. The estimated budget for project is \$9,500.00.

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

Joseph R. Epifania, PE
Partner



EXHIBIT A
SCOPE OF SERVICES

Preparation of a Revised Concrete Requirements Contract

Nelson & Pope will prepare revised concrete construction specifications for inclusion in the project bid manuals. These specifications will include work for miscellaneous concrete related work and will be in a 'requirements' format for the Town to use for issuance of contractor Purchase Orders throughout the Town. The work to be anticipated to be completed under this contract is Town required concrete work and resident sidewalk replacement. 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.



MANPOWER TABLE

TOWN OF OYSTER BAY
REVISED CONCRETE REQUIREMENTS CONTRACT



EXHIBIT B

NELSON & POPE

TASK	4	24	14	15	16	73	\$9,456.00
Preparation of Revised Concrete Requirements Contract							



WHEREAS, on July 27, 2015, the Town of Oyster Bay's Lake Avenue Garage facility was inspected on behalf of the U.S. Environmental Protection Agency, to determine the facility's compliance with Underground Storage Tank requirements under Subtitle I of the Resource Conservation and Recovery Act (42 U.S.C. §§6991 et seq.) and its implementing regulations (40 C.F.R. Part 280), and it was discovered that the Town was in violation of not having yearly testing on the leak detector system, fuel lines and shear valves, and the Town was in violation of not having archived records for at least one year, of the monthly release detection monitoring for the 2 tanks via continual statistical leak detection using an automatic tank gauge and interstitial monitoring associated pressurized lines; and

WHEREAS, the United States Environmental Protection Agency, by letter dated June 21, 2016, informed the Town of the hereinabove set forth violations discovered, and offered the Town an opportunity to settle the violations expeditiously within 30 days of receiving the letter at a reduced rate of \$6,390.00; and

WHEREAS, Paul M. Sacker, Acting Team Leader, United States Environmental Protection Agency – UST Team, by e-mail dated July 7, 2016, informed the Town that an extension of time to August 23, 2016 was granted to pay the proposed settlement; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Michael Cipriano, Deputy Commissioner of the Department of Public Works, by memorandum dated June 30, 2016, informed the Office of the Town Attorney that as a result of an inspection by the Environmental Protection Agency, the Town was issued a fine totaling \$6,390.00, and requested that the Office of the Town Attorney review the proposed Expedited Settlement Agreement and Final Order between the Town and the Environmental Protection Agency; and

WHEREAS, Leonard Genova, Town Attorney, and Anthony C. Curcio, Assistant Town Attorney, by memorandum dated July 8, 2016, have reviewed the proposed Expedited Settlement Agreement and Final Order between the Town of Oyster Bay and the U.S. Environmental Protection Agency, and do not have any objections to the Town of Oyster Bay entering into this Settlement Agreement; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated July 27, 2016, requested the Town Board to authorize the Supervisor, or his designee, to sign the proposed Expedited Settlement Agreement and Final Order, and to pay \$6,390.00 to the Environmental Protection Agency for the violations discovered, with funds to be drawn from Account No. DPW A 1640 47900 000 0000,

Reviewed By
Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, That upon the requests as hereinabove set forth, Richard T. Betz, Commissioner of the Department of Public Works, and Michael Cipriano, Deputy Commissioner of the Department of Public Works, are hereby authorized to enter the Expedited Settlement Agreement and Final Order with the U.S. Environmental Protection Agency, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$6,390.00, with funds to be drawn from Account No. DPW A 1640 47900 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)
Public Works
Environmental Resources

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

July 27, 2016

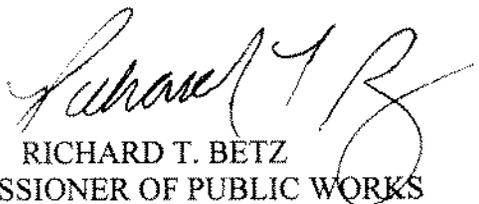
TO : MEMORANDUM DOCKET

FROM : RICHARD T. BETZ, COMMISSIONER OF PUBLIC WORKS

SUBJECT: 2016 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
EXPEDITED SETTLEMENT
TOWN OF OYSTER BAY LAKE AVENUE GARAGE
OYSTER BAY, NEW YORK 11771

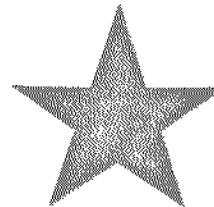
Permission is requested for the Department of Public Works/Central Vehicle Maintenance to settle the EPA inspection of the Lake Avenue site garage facility. This settlement has been reviewed by the Office of the Town Attorney, who has given consent for its authorization by their attached memo dated July 8, 2016. It is therefore requested that the Town Board authorize by resolution the Town Supervisor, or his designee, to sign the EPA settlement.

It is further requested that the Office of the Comptroller establish an Encumbrance Order in the amount of \$6,390.00 for this purpose, utilizing Account No. DPW A 1640 47900 000 0000 and payment be made to the U.S. Environmental Protection Agency after the review of a claim by the Comptroller.


RICHARD T. BETZ
COMMISSIONER OF PUBLIC WORKS

RTB/sb

cc: Town Attorney- Original and 19 copies
Attachments



Town of Oyster Bay
Inter-Departmental Memo

TO: RICHARD T. BETZ, COMMISSIONER DPW
MICHAEL CIPRIANO, DEPUTY COMMISSIONER OF DPW

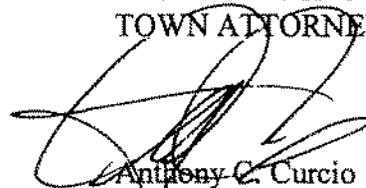
FROM: OFFICE OF THE TOWN ATTORNEY

DATE: July 8, 2016

SUBJECT: 2016 EPA SETTLEMENT AGREEMENT LAKE AVENUE GARAGE FACILITY

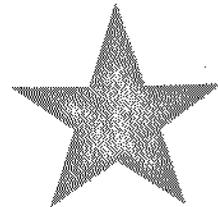
After review of the proposed Expedited Settlement Agreement and Final Order between the Town of Oyster Bay and the U.S. Environmental Protection Agency, this Office does not have any objections to the Town of Oyster Bay entering into this Settlement Agreement.

LEONARD GENOVA
TOWN ATTORNEY


Anthony C. Curcio
Assistant Town Attorney

ACC:nb

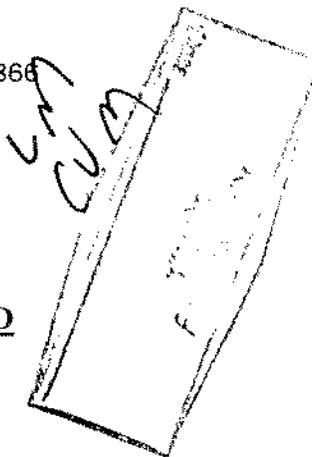

OFFICE OF THE TOWN ATTORNEY
FILE COPY





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866



JUL 11 2016

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Article Number: 7016 0910 0000 4441 4878

Raymond Sweirkowski, Supervisor
Town of Oyster Bay
150 Miller Pl.
Syosset, NY 11791

Re: Request for Extension to Reply to Comply With
Town of Oyster Bay Lake Ave. Garage, Lake Ave. Oyster Bay, NY 11791
Nassau County Fire Marshal No.: NAU38891
Opportunity for Expedited Settlement within 30 Days
Docket No. RCRA-02-2016-7702

Dear Mr. Sweirkowski:

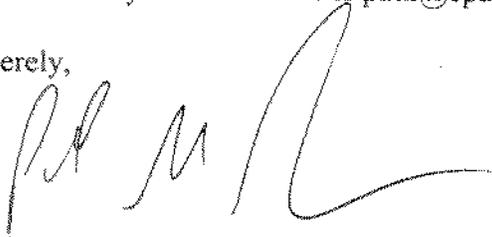
We are in receipt of the request of Richard Reiner, Automotive Shop Supervisor 1, for additional time to achieve compliance with the U.S. Environmental Protection Agency's (EPA's) offer of an Expedited Settlement Agreement ("ESA") RCRA-02-2016-7702 issued on June 21, 2016 and received by your offices on June 23, 2016. The request has been approved. The deadline for signing the ESA, paying the penalty and submitting documentation demonstrating full compliance is now due in this office by no later than August 22, 2016. Please submit all documentation to the following addressee:

Paul M. Sacker, Acting Team Leader
UST Team
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency
290 Broadway, 20th Floor
New York, NY 10007-1866
212-637-4211 (fax)

If we do not receive documentation of full compliance with the terms of ESA RCRA-02-2016-7702 by the above-referenced due date, EPA may terminate the offer of settlement under the ESA Citation and initiate a formal enforcement action which can include seeking penalties of

up to \$16,000 per UST per day of violation (\$22,587 per UST per day of violation after July 31, 2016). If you have any questions concerning the information requested, please contact me at (212) 637-4237 or by e-mail at sacker.paul@epa.gov.

Sincerely,



Paul M. Sacker, Acting Team Leader
UST Team
Division of Enforcement and Compliance Assistance

Enclosures

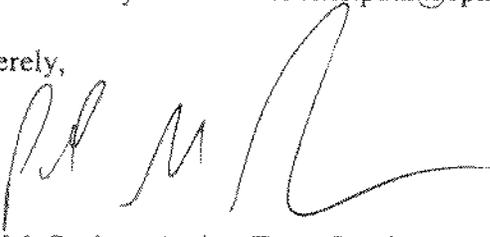
cc: Carrie Meek Gallagher
DEC Region 1
50 Circle Road
Stony Brook, NY 11790-3409

Scott D. Tusa (w/Enclosure)
Chief Fire Marshal
Nassau County Fire Marshal's Office
1194 Prospect Ave.
Westbury, NY 11590

Richard Reiner
Automotive Shop Supervisor 1
Town of Oyster Bay
150 Miller Pl.
Syosset, NY 11791

up to \$16,000 per UST per day of violation (\$22,587 per UST per day of violation after July 31, 2016). If you have any questions concerning the information requested, please contact me at (212) 637-4237 or by e-mail at sacker.paul@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul M. Sacker', written in a cursive style.

Paul M. Sacker, Acting Team Leader
UST Team
Division of Enforcement and Compliance Assistance

Enclosures

cc: Carrie Meek Gallagher
DEC Region 1
50 Circle Road
Stony Brook, NY 11790-3409

Scott D. Tusa (w/Enclosure)
Chief Fire Marshal
Nassau County Fire Marshal's Office
1194 Prospect Ave.
Westbury, NY 11590

Richard Reiner
Automotive Shop Supervisor 1
Town of Oyster Bay
150 Miller Pl.
Syosset, NY 11791



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

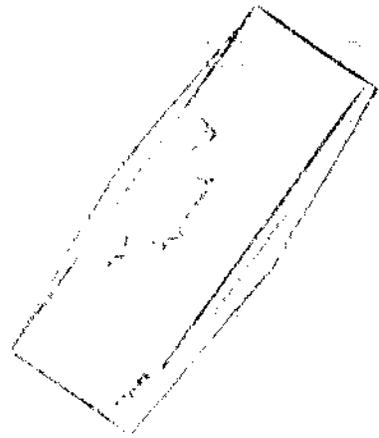
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

JUN 21 2016

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Article Number: 7015 3010 0000 7504 0900

Raymond Sweirkowski, Supervisor
Town of Oyster Bay
150 Miller Pl.
Syosset, NY 11791



Re: Underground Storage Tank (UST) Compliance Inspection of
Town of Oyster Bay Lake Ave. Garage, Lake Ave. Oyster Bay, NY 11791
Nassau County Fire Marshal No.: NAU38891
Opportunity for Expedited Settlement within 30 Days
Docket No. RCRA-02-2016-7702

Dear Mr. Sweirkowski:

I. Notice of Investigation Results

On July 27, 2015, the Town of Oyster Bay's Lake Avenue Garage facility (the "Facility") was inspected on behalf of the U.S. Environmental Protection Agency, Region 2 (EPA) (the "Inspection"), by EPA's Contract Inspector Jeffrey Blair, to determine the facility's compliance with Underground Storage Tank ("UST") requirements under Subtitle I of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §§ 6991 *et seq.*) and its implementing regulations (40 C.F.R. Part 280). An EPA enforcement officer reviewed the Inspection findings and determined your facility to be in violation of the following requirements:

- a. 40 C.F.R. Part 280.44(a) requires that owner/operators of USTs that utilize pressurized piping, must have an automatic line leak detector (ALLD) installed on the USTs and that the ALLD be tested annually to ensure that it can detect leaks of 3 gallons per hour at 10 pounds per square inch line pressure within 1 hour. During his review, the EPA enforcement officer noted that there were no historical records of conducting automatic line leak detector (ALLD) tests on the two pressurized lines at the facility within the twelve months prior to the Inspection. On September 11, 2015, the EPA enforcement officer contacted the Town of Oyster Bay and spoke to Richie Reiner, the mechanic who maintains the USTs at all the Town's facilities, and inquired if an ALLD test was conducted at the facility in the twelve months prior to the inspection. Mr. Reiner admitted that there were no ALLD tests conducted for the Lake Avenue Garage facility. Failure to conduct an annual ALLD test is a violation of 40 C.F.R. §280.44(a).
- b. 40 C.F.R. Part 280.45 requires that all UST system owners and operators must maintain records in accordance with §280.34 demonstrating compliance with all applicable

requirements of this subpart and must maintain the results of any sampling, testing, or monitoring for at least one year. The EPA enforcement officer noted that, while the Town, owner/operator of the facility, conducts monthly release detection monitoring for the two tanks via continual statistical leak detection using an automatic tank gauge and electronic interstitial monitoring for the tanks and associated pressurized lines, there were no historical records of release detection monitoring for the twelve months prior to the Inspection. Mr. Reiner also told the enforcement officer that the Veeder Root System was not programmed to provide twelve months of passing records. As a result of the inspection, the Town is now printing out the release detection records for the lines and tanks on the first of the month. At the time of the Inspection, the failure to maintain records of release detection monitoring for twelve months or annually is a violation of 40 C.F.R. §280.45.

If you believe the Town is not in violation of these UST requirements, you may provide a written explanation, along with any supporting documentation to Paul Sacker, Enforcement Officer, at the EPA address shown below within 30 days of your receipt of this letter.

II. Opportunity for Expedited Settlement

Under RCRA § 9006(d), the EPA may pursue civil penalties of up to \$16,000 per day (as adjusted for inflation) for each violation of UST requirements, including, where applicable, violations of approved and authorized state program requirements. **However, the EPA is offering you an opportunity to settle this matter quickly and at a reduced penalty if you choose to follow the expedited settlement procedures outlined below within 30 days of your receipt of this letter.** This settlement process is optional. You are not required to submit this form. If you do not submit this form, the EPA will conclude you are not interested in pursuing expedited settlement. The EPA will then consider other actions to resolve these violations including the possibility of formal (*i.e.*, non-expedited) administrative or judicial enforcement.

If you choose to participate in this expedited settlement process, and the EPA determines you have satisfied the requirements for expedited settlement described below, the EPA will settle the outstanding violations for \$ 6,390.

III. Procedure for Expedited Settlement

To take advantage of the expedited settlement process, within 30 days of your receipt of this letter you must:

- A. Correct the violations identified above in this form. This means you must correct all past violations that can be corrected and ensure your USTs are in full compliance with the provisions that were identified as violated in Section I above. (**Note:** Some UST violations cannot be "corrected" because they require performance by, or within, a certain date or timeframe in the past.¹ For example, an owner/operator cannot correct a failure to monitor tanks every 30 days for releases (40 C.F.R. § 280.41(a)) once those 30-day terms have expired. However, those violations will be considered remedied in this ESA if an

¹ If an owner/operator is unsure if a violation is correctable, he or she should consult with the EPA compliance officer assigned to this case.

requirements of this subpart and must maintain the results of any sampling, testing, or monitoring for at least one year. The EPA enforcement officer noted that, while the Town, owner/operator of the facility, conducts monthly release detection monitoring for the two tanks via continual statistical leak detection using an automatic tank gauge and electronic interstitial monitoring for the tanks and associated pressurized lines, there were no historical records of release detection monitoring for the twelve months prior to the Inspection. Mr. Reiner also told the enforcement officer that the Veeder Root System was not programmed to provide twelve months of passing records. As a result of the inspection, the Town is now printing out the release detection records for the lines and tanks on the first of the month. At the time of the Inspection, the failure to maintain records of release detection monitoring for twelve months or annually is a violation of 40 C.F.R. §280.45.

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**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION II**

IN THE MATTER OF:)	
)	Docket No. RCRA-02-2016-7702
)	
Town of Oyster Bay)	EXPEDITED SETTLEMENT
)	AGREEMENT AND
Respondent)	FINAL ORDER
)	
)	

EXPEDITED SETTLEMENT AGREEMENT

1. The U.S. Environmental Protection Agency (“EPA”) has determined that the Town of Oyster Bay (the “Town” or “Respondent”), owner and operator of the Underground Storage Tanks (“USTs”) at the Facility at Lake Ave. Oyster Bay, NY 11791 (the “UST Facility”), failed to comply with the following requirement(s) of Subtitle I of the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6991 *et seq.*, and its implementing regulations at 40 C.F.R. Part 280.
 - a. 40 C.F.R. §280.44(a) requires that owners/operators of USTs that utilize pressurized piping, must have an automatic line leak detector (ALLD) installed on the USTs and that the ALLD be tested annually to ensure that it can detect leaks of 3 gallons per hour at 10 pounds per square inch line pressure within 1 hour. An EPA enforcement officer observed that there were no historical records of the Town having conducted an automatic line leak detector (ALLD) test on the two pressurized lines at the facility within the twelve months prior to his inspection on July 27, 2015. On September 11, 2015, the EPA enforcement officer contacted the Town of Oyster Bay and spoke to Richie Reiner, the mechanic, who maintains the USTs at all the Town’s facilities, and inquired if an ALLD test was conducted at this facility in the twelve months prior to the July 27, 2015 EPA Inspection. Mr. Reiner admitted that there were no ALLD tests conducted for the Lake Avenue facility. The Town of Oyster Bay violated 40 C.F.R. §280.44(a) by failing to conduct an annual ALLD test for the period of at least July 27, 2014 through July 27, 2015.
 - b. 40 C.F.R. §280.45 requires that all UST system owners and operators must maintain records in accordance with §280.34 demonstrating compliance with all applicable requirements of this subpart and must maintain the results of any sampling, testing, or monitoring for at least one year. The enforcement officer noted that while the Town conducts release detection for the two tanks via continual statistical leak detection via an automatic tank gauge and electronic interstitial monitoring for the tanks and

associated pressurized lines, there were no historical records of any release detection monitoring for the twelve months prior to the inspection. Mr. Reiner also told the EPA enforcement officer that the Veeder Root System was not programmed to provide twelve months of records. As a result of the Inspection, the Town is now printing out the release detection records for the lines and tanks on the first of the month. The Town of Oyster Bay violated 40 C.F.R. §280.45 by failing to maintain records of release detection monitoring for its two tanks and pressurized lines for the period of at least July 27, 2014 through July 27, 2015.

2. The EPA and the Respondent agree that settlement of this matter for a penalty of \$6,390 without further proceedings is in the public interest.
3. The EPA is authorized to enter into this Expedited Settlement Agreement and Final Order ("Agreement") pursuant to section 9006 of RCRA and 40 C.F.R. § 22.13(b) and § 22.18(b)(2).
4. In signing this Agreement, the Respondent: (1) admits that the Respondent is subject to requirements listed above in Paragraph 1, (2) admits that the EPA has jurisdiction over the Respondent and the Respondent's conduct as alleged herein, (3) neither admits nor denies the factual determinations contained herein, (4) consents to the assessment of this penalty, and (5) waives any right to contest the determinations contained herein.
5. By its signature below, the Respondent certifies, subject to civil and criminal penalties for making a false submission to the United States Government, that it has: (1) corrected the alleged violations, (2) submitted true and accurate documentation of those corrections, (3) provided a deposit for full payment of the civil penalty in Paragraph 2 above in accordance with the EPA penalty collection procedures provided to the Respondent, (4) submitted true and accurate proof of deposit for full payment of the civil penalty with this Agreement, and (5) agrees to release the deposit for full payment to the EPA upon entry of this Order.
6. Upon filing, this Expedited Settlement Agreement and Final Order shall constitute full settlement of the Respondent's civil liabilities under Section 9006 of RCRA for the violation(s) described in paragraph 1, above.
7. The EPA reserves all of its rights to take enforcement action for any other past, present, or future violations by the Respondent of RCRA, any other federal statute or regulation, or for any violations alleged to have been corrected pursuant to this Agreement that were not corrected.
8. Upon signing and returning this Agreement to the EPA, the Respondent waives the opportunity for a hearing or appeal pursuant to Section 9006(b) of RCRA or 40 C.F.R. Part 22.
9. Each party shall bear its own costs and fees, if any.
10. This Agreement is binding on the parties signing below, and in accordance with 40 C.F.R. § 22.31(b), is effective upon filing.

associated pressurized lines, there were no historical records of any release detection monitoring for the twelve months prior to the inspection. Mr. Reiner also told the EPA enforcement officer that the Veeder Root System was not programmed to provide twelve months of records. As a result of the Inspection, the Town is now printing out the release detection records for the lines and tanks on the first of the month. The Town of Oyster Bay violated 40 C.F.R. §280.45 by failing to maintain records of release detection monitoring for its two tanks and pressurized lines for the period of at least July 27, 2014 through July 27, 2015.

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cc: Carrie Meek Gallagher
DEC Region 1
50 Circle Road
Stony Brook, NY 11790-3409

Scott D. Tusa (w/Enclosure)
Chief Fire Marshal
Nassau County Fire Marshal's Office
1194 Prospect Ave.
Westbury, NY 11590

Enclosures

Expedited Settlement Agreement
Standard Information for Small Businesses

IT IS SO AGREED,

RESPONDENT:

Name of individual signing (print): _____

Title: _____

Signature: _____

Date: _____

APPROVED BY EPA:

Dore F. LaPosta, Director
Division of Enforcement and Compliance Assistance

Date _____

The Town of Oyster Bay
Docket No. RCRA-02-2016-7702

FINAL ORDER

The Regional Judicial Officer of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Expedited Settlement Agreement ("Agreement"). This Agreement, entered into by the parties to this matter, is hereby approved, incorporated herein, and issued as an Order pursuant to Section 9006 of the Act and 40 C.F.R. § 22.18(b)(3). The Effective Date of this Order shall be the date of its filing with the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region 2, New York, New York. 40 C.F.R. § 22.31(b).

BY: _____

Helen Ferrara
Regional Judicial Officer
U.S. Environmental Protection Agency - Region 2
290 Broadway
New York, New York 10007-1866

DATE: _____

The signed ESA and attached documentation should be sent certified mail, return receipt requested, to:

Paul M. Sacker, Acting Team Leader
UST Team
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency
290 Broadway, 20th Floor
New York, NY 10007-1866

Extensions: The EPA, at its discretion, may grant an extension of up to 30 days if Respondent can demonstrate that it is not feasible to come into compliance within the initial 30-day time period. Respondent must request that extension in writing before the initial 30-day time period expires. That written request must explain why compliance within 30 days is not feasible and it must contain a schedule for when you will come into compliance (which must not extend beyond the extension period).

Settlement Agreement Certification: By signing the ESA, you are certifying under penalty of law that Respondent corrected the violations, submitted true and accurate documentation of compliance, provided a deposit to pay the full penalty, and that Respondent released to the EPA the deposit for payment upon entry of the Agreement. Failure to meet those conditions means Respondent may be liable for the original violations as well as liable for making a false representation to the U.S. Government.³ By signing the ESA, Respondent agrees to waive its opportunity for a hearing or appeal concerning the violations.

By a copy of this letter, the EPA is providing the New York State Department of Environmental Conservation ("NYSDEC" or "DEC") with notice of the UST violations listed above. For your information, the EPA's fact sheet with details on small business resources and compliance is included with this package.

We are committed to the fair and rapid settlement of this matter. If you have any questions, or wish to discuss the general circumstances of your case, please contact the Enforcement Officer assigned to your case, Paul Sacker at (212) 637-4237 and/or sacker.paul@epa.gov.

Sincerely,

for Kathleen Malone-Bogusky

Dore F. LaPosta, Director
Division of Enforcement and Compliance Assistance

³ Under 18 U.S.C. § 1001, it is a federal crime to make materially false, fictitious, or fraudulent statements or representations to the U.S. Government.

owner/operator demonstrates steps were taken to prevent a reoccurrence in the future.) This return to compliance along with the costs of returning to compliance must be documented by the owner/operator.

B. Provide a deposit for payment in full of the assessed penalty of \$ 6,390 using one of the methods described below.

- Provide a check or money order for payment sent by mail to: U.S. Environmental Protection Agency, P.O. Box 979077, St. Louis, MO 63197-9000.
- Provide a check or money order for payment sent by overnight/common carriers (*i.e.*, FedEx, DHL, UPS) to: U.S. Environmental Protection Agency, Government Lockbox 979077, 1005 Convention Plaza SL-MO-C2-GL, St. Louis, MO 63101.
- Electronic deposits for payment (Vendor Express, Fedwire, Pay.gov) can also be made following these online directions:
<http://www2.epa.gov/financial/makepayment>.

To ensure proper credit, include the following information with your deposit for payment.²

1. The docket number as listed on the UST ESA. (For checks, money orders, and other non-electronic deposits, the document number should be written on the deposit instrument.);
2. Respondent's name and address (as it appears in the UST ESA documents);
3. Respondent's point of contact (name and phone number);
4. EPA contact name and phone number; and
5. Reason for deposit.

C. Complete, sign and return to the EPA the enclosed Expedited Settlement Agreement and Final Order ("ESA" or "Agreement"). When returning the signed ESA to the EPA, you must also include:

1. Documentation demonstrating that your facility is now in compliance with the UST requirements that EPA determined were violated;
2. Proof of deposit for penalty payment (*e.g.*, copy of the check, a statement of affirmation or receipt of an electronic funds transfer); and
3. An estimate of the cost of returning to compliance.

² When making an electronic payment, you will have the ability to provide this information. For non-electronic payments, this information can be provided on a note accompanying the payment instrument (check, money order, etc.); however, the docket number should always be placed on the payment instrument.

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U.S. EPA Small Business Resources Information Sheet

The United States Environmental Protection Agency provides an array of resources to help small businesses understand and comply with federal and state environmental laws. In addition to helping small businesses understand their environmental obligations and improve compliance, these resources will also help such businesses find cost-effective ways to comply through pollution prevention techniques and innovative technologies.

Small Business Programs

www.epa.gov/smallbusiness
EPA's Office of Small Business Programs (OSBP) advocates and fosters opportunities for direct and indirect partnerships, contracts, and sub-agreements for small businesses and socio-economically disadvantaged businesses.

EPA's Asbestos Small Business Ombudsman

www.epa.gov/sbo or 1-800-368-5888
The EPA Asbestos and Small Business Ombudsman (ASBO) serves as a conduit for small businesses to access EPA and facilitates communications between the small business community and the Agency.

EPA's Compliance Assistance Homepage

www2.epa.gov/compliance
This page is a gateway industry and statute-specific environmental resources, from extensive web-based information to hotlines and compliance assistance specialists.

EPA's Compliance Assistance Centers

www.assistancecenters.net
EPA's Compliance Assistance Centers provide information targeted to industries with many small businesses. They were developed in partnership with industry, universities and other federal and state agencies.

Agriculture

www.epa.gov/agriculture/

Automotive Recycling

www.ecarcenter.org

Automotive Service and Repair

ccar-greenlink.org/ or 1-888-GRN-LINK

Chemical Manufacturing

www.chemalliance.org

Construction

www.cicacenter.org or 1-734-995-4911

Education

www.campuserc.org

Food Processing

www.fpeac.org

Healthcare

www.hercenter.org

Local Government

www.lgean.org

Metal Finishing

www.nmfrc.org

Paints and Coatings

www.paintcenter.org

Printing

www.pneac.org

Ports

www.portcompliance.org

Transportation

www.tercenter.org

U.S. Border Compliance and Import/Export Issues

www.bordercenter.org

EPA Hotlines, Helplines and Clearinghouses

www2.epa.gov/home/epa-hotlines

EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. Some examples are:

Clean Air Technology Center (CATC) Info-line

www.epa.gov/ttn/catc or 1-919-541-0800

Superfund, TRI, EPCRA, RMP and Oil Information Center

www.epa.gov/superfund/contacts/infocenter/index.htm or 1-800-424-9346

EPA Imported Vehicles and Engines Public Helpline

www.epa.gov/otaq/imports or 734-214-4100

National Pesticide Information Center

www.npic.orst.edu/ or 1-800-858-7378

National Response Center

Hotline to report oil and hazardous substance spills - www.nrc.uscg.mil or 1-800-424-8802

Pollution Prevention Information Clearinghouse (PPIC) -

www.epa.gov/opptintr/ppic or 1-202-566-0799

Safe Drinking Water Hotline -

www.epa.gov/drink/hotline/index.cfm or 1-800-426-4791

Stratospheric Ozone Protection Hotline

www.epa.gov/ozone/comments.htm or 1-800-296-1996

Toxic Substances Control Act (TSCA) Hotline

tsc-hotline@epa.gov or 1-202-554-1404

Small Entity Compliance Guides

<http://www.epa.gov/sbrefa/compliance-guides.html>

EPA publishes a Small Entity Compliance Guide (SECG) for every rule for which the Agency has prepared a final regulatory flexibility analysis, in accordance with Section 604 of the Regulatory Flexibility Act (RFA).

Regional Small Business Liaisons

<http://www.epa.gov/sbo/rsbl.htm>

The U.S. Environmental Protection Agency (EPA) Regional Small Business Liaison (RSBL) is the primary regional contact and often the expert on small business assistance, advocacy, and outreach. The RSBL is the regional voice for the EPA Asbestos and Small Business Ombudsman (ASBO).

State Resource Locators

www.envcap.org/statetools

The Locators provide state-specific contacts, regulations and resources covering the major environmental laws.

State Small Business Environmental Assistance Programs (SBEAPs)

www.epa.gov/sbo/507program.htm

State SBEAPs help small businesses and assistance providers understand environmental requirements and sustainable business practices through workshops, trainings and site visits.

EPA's Tribal Portal

www.epa.gov/tribalportal/

The Portal provides access to information on environmental issues, laws, and resources related to federally recognized tribes.

EPA Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions. EPA has two such policies that may apply to small businesses:

EPA's Small Business Compliance Policy

www2.epa.gov/enforcement/small-businesses-and-enforcement

This Policy offers small businesses special incentives to come into compliance voluntarily.

EPA's Audit Policy

www2.epa.gov/compliance/epas-audit-policy

The Policy provides incentives to all businesses that voluntarily discover, promptly disclose and expeditiously correct their noncompliance.

Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established a SBREFA Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the Small Business Administration's definition of a small business (based on your North American Industry Classification System designation, number of employees or annual receipts, as defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247).

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

Your Duty to Comply

If you receive compliance assistance or submit a comment to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.

Stratospheric Ozone Protection Hotline

www.epa.gov/ozone/comments.htm or 1-800-296-1996

Toxic Substances Control Act (TSCA) Hotline

tsc hotline@epa.gov or 1-202-554-1404

Small Entity Compliance Guides

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The Policy provides incentives to all businesses that voluntarily discover, promptly disclose and expeditiously correct their noncompliance.

Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established a SBREFA Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the Small Business Administration's definition of a small business (based on your North American Industry Classification System designation, number of employees or annual receipts, as defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247).

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

Your Duty to Comply

If you receive compliance assistance or submit a comment to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.



WHEREAS, Kathryn Griswold-Caporuscio, Director and Board Member of Trudy Deschamps Memorial Fund Foundation Corp., 1132 Udall Road, Bay Shore, NY 11706, by letter dated June 23, 2016, has requested a donation of ice time at the Town of Oyster Bay Ice Skating Center at Bethpage, New York, on August 14, 2016 from 5:00 p.m. to 8:00 p.m., for the Trudy Deschamps Memorial Fund Foundation Corp's inaugural "Trudy's Kids Skate with the Greats" fundraiser; and

7/15
 Reviewed By
 Office of Town Attorney

WHEREAS, The Trudy Deschamps Memorial Fund Foundation Corp. is a 501(c)(3) Not for Profit Organization; and

WHEREAS, George Baptista Jr., Deputy Commissioner of the Department of Parks, by memorandum dated July 22, 2016, and Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated July 28, 2016, have requested Town Board approval to waive the ice fee for this event,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board hereby authorizes the Department of Parks to waive the ice fee for the Trudy Deschamps Memorial Fund Foundation Corp's inaugural "Trudy's Kids Skate with the Greats" fundraiser, to be held at the Town of Oyster Bay Ice Skating Center on August 14, 2016 from 5:00 p.m. to 8:00 p.m.

-#-

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

431

Frank A. Nocerino
Commissioner



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

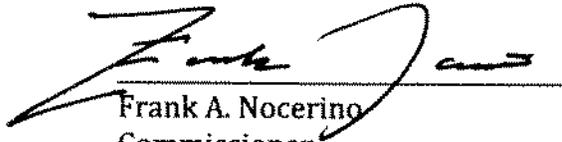
Town of Oyster Bay
Department of Parks
Inter-Departmental Memo

TO: Memorandum Docket
FROM: Frank A. Nocerino, Commissioner
Department of Parks
DATE: July 28, 2016
SUBJECT: SUPPLEMENTAL MEMO TO DOCKET OF JULY 26, 2016
ITEM # 8
TRUDY'S KIDS SKATE WITH THE GREATS CHARITY EVENT

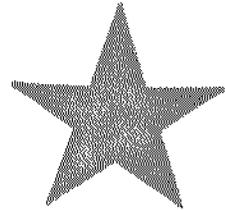
Kathryn Griswold-Caporuscio, Director, Board Member of Trudy Deschamps Memorial Fund Foundation Corp, has submitted a request to host a charity fundraiser at the Town of Oyster Bay's Ice Skating Center on Sunday, August 14, 2016 from 5:00 p.m. to 8:00 p.m. A waiver of the ice rental fee is requested.

"Trudy's Kids Skate with the Greats" fundraiser will raise money to provide financial assistance to less fortunate children that will allow them to participate in various recreational and character building activities within our region. Trudy Deschamps Memorial Fund Foundation Corp, is a 501(c) (3) Not for Profit organization. Staff members from the organization and volunteers will handle all the arrangements and logistics for the event. This request has no impact on the operation of the Town of Oyster Bay Ice Skating Center.

Town Board approval to waive the ice fee for this event is respectfully requested.


Frank A. Nocerino
Commissioner

FAN:GB:ca
cc: Town Attorney (+19 Copies)



Trudy Deschamps Memorial Fund Foundation Corp.
1132 Udall Road
Bay Shore, NY 11706

June 23, 2016

Kathryn M. Griswold-Caporuscio
Director, Board Member
Kathryn.Caporuscio@gmail.com

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

CC: Andrew Rothstein

Commissioner Nocerino:

As you may already know, Trudy Deschamps Memorial Fund Foundation Corp. is an organization formed to provide financial assistance to as many less fortunate children as possible, to allow them to participate in various recreational and character building activities within our region. 2016 is our inaugural year, and in an effort to support this mission, we would like to host a Skate with the Greats event to establish our scholarship fund.

As a director and board member of Trudy Deschamps Memorial Fund Foundation Corp., and resident of the Town of Oyster Bay, I am requesting a donation of ice time from the Town of Oyster Bay Skating Facility, Bethpage, on August 14, 2016, from 5-8pm. We will be hosting family skates, where the families will be joined by at least two hockey celebrities on the ice. In addition to the on ice activity, there will be an autograph session as well as food, (first right of refusal for catering will be offered to the Bethpage rink concessions), games for kids, and a basket raffle. We are also requesting use of the community rooms from 4-9pm.

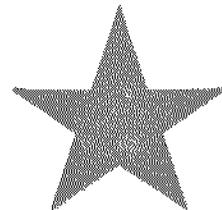
Hockey celebrities included in the event are Ron Greschner, Ron Duguay, Clark Gillies, Bobby Nystrom, Pat LaFontaine, Benoit Hogue, Nick Fitou, Pete Setmkowski, Gilles Velleure, EJ Hradek, Alan Hahn, Rick DiPietro, Steve Webb, Doug Weight, and Paul D'Amato. Logistics and coordination of the event will be handled by the board members of Trudy Deschamps Memorial Fund Foundation Corp. on a volunteer basis.

Please get back to me at your earliest convenience to let me know if the town can accommodate this request. We hope you will join us in this mission of providing opportunities to those less fortunate.

Thank you,



Kathryn M. Griswold-Caporuscio



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

DEPARTMENT OF THE TREASURY

Date: JUL 07 2016

TRUDY DESCHAMPS MEMORIAL FUND
FOUNDATION CORP
1132 UDALL ROAD
BAY SHORE, NY 11706-1906

Employer Identification Number:
81-1980998
DLN:
26053587003656
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 4, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.


Letter 5436

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

DEPARTMENT OF THE TREASURY

Date: JUL 07 2016

TRUDY DESCHAMPS MEMORIAL FUND
FOUNDATION CORP
1132 UDALL ROAD
BAY SHORE, NY 11706-1906

Employer Identification Number:
81-1980998
DLN:
26053587003656
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 4, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

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Letter 5436



CERTIFICATE OF LIABILITY INSURANCE

TRUDY-1

OP ID: AK

DATE (MM/DD/YYYY)
07/27/2016

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 Allstate Agency, Inc. 255 Executive Dr. Suite 308 Plainville, NY 11803	CONTACT NAME A Kleinman	TAX AC. Reg. 516-576-0168
	PHONE (AC. Reg. 516-576-0166)	FAX (AC. Reg. 516-576-0168)
INSURER AFFORDING COVERAGE		
INSURER A: US Liability Ins Co		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	CLASS BOUND INSR BOND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CL1760931	08/14/2016	08/16/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					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 991, Additional Remarks Schedule, if more space is required)
ONE DAY EVENT 8/14/16 CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER	CANCELLATION
TOWN0BD Town of Oyster Bay 577 Hicksville Road Massapequa, NY 11758	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Philip Muller</i></p>

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ACORD 25 (2010/05)

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Reviewed By
Office of Town Attorney
Dyantha H. Adams

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Effective Date: 08/14/2016
TOWN OF OYSTER BAY
877 HICKSVILLE RD
MASSAPEQUA, NY 11758

Designation of Premises (Part Leased To You):

1001 Stewart Ave
Bethpage, NY 11714

Additional Premium: \$

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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person (s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

Reviewed By
Office of Town Attorney

Walter P. Longo

Page 1 Of 1

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

This Agreement is made the 30 day of June, 2016, by TRUDY DESCHAMPS MEMORIAL FUND FOUNDATION CORP (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as TOBAY ICE SKATING RINK AND COMMON ROOMS

For the event described as SKATE WITH THE GREATS
The Property/equipment is needed from 4PM AUG 14, 2016 to 9PM AUG 14, 2016 The event for which the property and/or equipment is requested is is not a not-for-profit event.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving 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 again any and all claims for loss and/or expense or suits for damage to persons or property, including its property, arising from its use of Town property and/or equipment.

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

I understand that the above-mentioned 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:

TRUDY DESCHAMPS MEMORIAL FUND FOUNDATION CORP

Address of Organization:

1132 UDALL ROAD
BAY SHORE, NY 11706

By: [Signature]
Authorized Representative

Title: DIRECTOR

Telephone: 516 695 9466

Reviewed By
Office of Town Attorney.

[Signature]

431

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

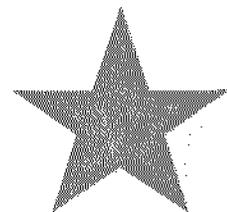
July 22, 2016

TO : MEMORANDUM DOCKET
FROM : GEORGE BAPTISTA JR.,
DEPUTY COMMISSIONER OF PARKS
SUBJECT : Fee Waiver – Trudy Deschamps Memorial Fund Foundation Corporation

The Department of Parks will submit a formal request for the waiver of fees for a proposed charity event sponsored by the above noted organization in a supplemental memorandum. Therefore we recommend and request that a space be reserved at the next Town Board Meeting to be held on August 9, 2016.


GEORGE BAPTISTA JR.
DEPUTY COMMISSIONER OF PARKS

FAN/ ca
c. Town Attorney with 19 Copies



Reviewed By
Office of Town Attorney
D. M.

WHEREAS, John P. Bishop, Highway Department, by memorandum dated August 1, 2016, has advised that the Highway Department is in receipt of a request from Delta Well & Pump Co., Inc., on behalf of the United States Navy, 97 Union Avenue, Ronkonkoma, New York 11779, for permission to conduct drilling and to install one temporary test well in Town Recharge Basin #20 on the west side of North Woodward Drive, between North Wisconsin Avenue and North Michigan Avenue, in North Massapequa, New York; and one permanent test well in Town Recharge Basin #20, or if there is insufficient space in Recharge Basin #20, three permanent test wells in a Town of Oyster Bay roadway easement along the east side of North Woodward Drive, between North Wisconsin Avenue and North Michigan Avenue, in North Massapequa, New York. The proposed test wells are being installed as part of an investigation being conducted by the United States Navy in cooperation with the New York State Department of Environmental Conservation (NYSDEC) with regard to groundwater contamination which originated at the former Grumman Aerospace facility in Bethpage, New York; and

WHEREAS, Delta Well & Pump Co., Inc., has provided a Certificate of Insurance, with the Town named as an additional insured,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Supervisor is hereby authorized to enter into an agreement with Delta Well & Pump Co., Inc., on behalf of the United States Navy, 97 Union Avenue, Ronkonkoma, New York 11779, permitting drilling and the installation of one temporary test well in Town Recharge Basin #20 on the west side of North Woodward Drive, between North Wisconsin Avenue and North Michigan Avenue, in North Massapequa, New York; and one permanent test well in Town Recharge Basin #20, or if there is insufficient space in Recharge Basin #20, three permanent test wells in a Town of Oyster Bay roadway easement along the east side of North Woodward Drive, between North Wisconsin Avenue and North Michigan Avenue, in North Massapequa, New York.

-#-

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

8

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Town of Oyster Bay
Inter-Departmental Memo

August 1, 2016

TO: MEMORANDUM DOCKET
FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT
SUBJECT: ACCESS TO TOWN OF OYSTER BAY RIGHT-OF-WAY FOR INSTALLATION
OF TEMPORARY AND PERMANENT TEST WELLS (VPB-161)

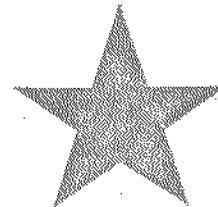
SUPPLEMENT TO MD 7/26/2016, #24

APPLICANT: Delta Well & Pump Co., Inc.
(on behalf of U.S. Navy)
97 Union Avenue
Ronkonkoma, NY 11779

SITE LOCATION: Temporary Test Well in Town Recharge Basin #20; and One
Permanent Well in Recharge Basin #20 or Up to Three Permanent
Test Wells in Roadway Easement along North Woodward Drive,
North Massapequa, New York

The Department of Highways is in receipt of a request from the above-named applicant for permission to install the following test wells on Town of Oyster Bay property in North Massapequa:

- one temporary test well (USN Vertical Profile Boring #161) in Town Recharge Basin #20 on the west side of North Woodward Avenue, between North Wisconsin Avenue and North Michigan Avenue; and
- one permanent test well (USN Monitoring Well RE127D) in Town Recharge Basin #20; or, if there is insufficient space in Recharge Basin #20, three permanent test wells (USN Monitoring Wells RE127D1, RE127D2, and RE127D3) in a Town of Oyster Bay roadway easement along the east side of North Woodward Avenue, between North Wisconsin Avenue and North Michigan Avenue.



The proposed test wells are being installed as part of an investigation being conducted by the U.S. Navy (the Navy) in cooperation with the New York State Department of Environmental Conservation (NYSDEC) with regard to groundwater contamination which originated at the former Grumman Aerospace facility in Bethpage.

The proposed drilling work will involve two steps. The vertical profile boring will be installed as an initial investigative step. After the data from this boring have been reviewed, the monitoring well(s) will be installed.

Once the monitoring wells have been installed, the Navy's representatives will return to the site periodically to collect groundwater samples. This sample collection work typically is performed using a pickup truck, and will not involve any further drilling or other intensive activity.

At the Town's request, the applicant has contacted the two adjoining residential property owners at 402 North Woodward Drive and 307 North Michigan Avenue regarding the project. A direct discussion occurred with the resident at the former address; and no response was received to notices left at the latter address. An e-mail memorializing the applicant's communications with these residents and the notice which was provided to them are attached hereto.

Additionally, at the Town's request, the applicant has developed a traffic control plan directed at ensuring public safety, as the proposed drilling operation will extend into the public right-of-way. This plan is also attached hereto.

The site has been inspected, and we have no objection to the issuance of a Road Opening Permit, nunc pro tunc to April 18, 2016.

The agreement is based on a form agreement approved by the Town Attorney's Office. All fees have been paid.


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/rac

C: Office of the Town Attorney (19)
John Bellock, Comptroller's Office
Richard A. Carozza, Department of Highways, Permit Section



JOB 739

PRINT OR TYPE
(All three copies must be legible)



TOWN OF OYSTER BAY
HIGHWAY DEPARTMENT
150 Miller Place, Syosset, New York 11791
Phone # 677-5708 - 577-5804

RESIDENTIAL/COMMERCIAL APPLICATION
PERMIT FOR WORK ON TOWN RIGHT-OF-WAY

(see reverse side for explanation of terms and conditions)

Application	25744
PERMIT NO.	
FILE NO.	17649
RECEIPT NO.	
CASH	CHECK

www.town-of-oyster-bay.org

Phone No. 631-981-2255
(applicant)

- 1) Dennis W. Pupa, Inc. 97 Union Ave Ronkonkoma, NY 1009
Name of Homeowner address
 - 2) _____
Name and address of licensed contractor/plumber Homeowner to complete if no contractor is being hired
 - 3) _____
Homeowner's Insurance Company Policy No. _____
- _____ Donna L. Birch President Date _____

LOCATIONS OF WORK TO BE PERFORMED

Address East side N. Woodward Dr South of N Wisconsin Ave
Section: _____ Block: _____ Lot: N. Massapequa

CHECK BELOW ONLY APPROPRIATE ITEMS BEING REQUESTED
(All measurements are in linear feet)
PERMITS OTHER THAN WATER OR SEWER REQUIRE DRAINAGE BUREAU'S APPROVAL

4a) ROAD OPENING PERMIT (up to 4 Ft. wide)
Length: _____ Type: _____ Sewer: _____ Water Service: _____ Other: _____
Any road opening over 4 Ft. wide must be approved by the Commissioner of Highways.

Approval:	<u>WHP</u>
Fee: \$100.00	Paid _____

- 4b) CURB CUT/APRON PERMIT (1 Per Opening)
Residential: size: _____ (maximum 20 Ft.) Commercial Size _____ (maximum 30 ft.)
Lighting Bureau called PVC Required PVC not required
- 4c) CURB ONLY CONSTRUCTION PERMIT (per 100 Lin. Ft. or part thereof)
- 4d) SIDEWALK CONSTRUCTION PERMIT (per 100 Lin. Ft. or part thereof)
- 4e) CURB DRAIN CONNECTION (includes scupper)

HIGHWAY AREA Y MAP NO. 4 CONTRACT AREA Yes _____ No _____

TOTAL FEES RECEIVED: _____

THIS PERMIT IS NOT VALID UNLESS RECEIPT NUMBERED ABOVE. ALL CONDITIONS ON REVERSE SIDE ARE OBSERVED AND IS EXECUTED BY COMMISSIONER OF HIGHWAYS.

INSPECTED BY _____
APPROVED DISAPPROVED

Comments: _____

REVIEWED BY _____ BY _____ DATE _____
NOTE: PERMIT EXPIRES 90 DAYS FROM DATE OF ISSUE
No work to be started until 36 hours after permit has been issued

PERMIT MUST BE AVAILABLE FOR INSPECTION

HIGHWAY DEPARTMENT
TOWN OF OYSTER BAY NY

Copy Distribution: White - Contractor/Resident
Pink - Permit
Yellow - Inspector



TOWN OF OYSTER BAY
 DEPARTMENT OF HIGHWAYS
 150 MILLER PLACE
 Syosset, N.Y. 11791

PERMIT RECEIPT
 (Utility Billing Notice)*

47647

RECEIPT NO.

PERMIT NO(s) 25799

Date: 4/26/77

RECEIVED: \$ None Cash _____ Check _____ Billed* _____
 (Fill in amount)

FOR: Road Opening Permit _____ Curb Cut Permit _____ Sidewalk Permit _____

Tree Planting Permit _____ Curb Only Permit _____

FROM: Retha Well _____ Check Here If**
 Name of Company or Individual Water Company

Department of Highways, Town of Oyster Bay
 By: [Signature]



* This is your official receipt for the above numbered permit. This document issued contingent upon actual receipt of amount billed.
 ** Permit fee waived for Water Service Companies, per Town of Oyster Bay Resolution No. 223-77, dated 3/22/77



TOWN OF OYSTER BAY
HIGHWAY DEPARTMENT
150 Miller Place
Syosset, New York 11791-5699
www.oysterbaytown.com

Richard T. Betz
Commissioner

(516) 877-5757

AGREEMENT FOR PERMANENT TEST WELL

THIS AGREEMENT MADE the _____ day of _____, 20____,
between the Town of Oyster Bay, a municipal corporation, having its principal place of
business at Town Hall, Audrey Avenue, Oyster Bay, New York, 11771 (hereinafter
referred to as the TOWN), and Delta Well & Pump Co., Inc. having its principal place of
business at 97 Union Ave., Ronkonkoma (hereinafter referred to as Contractor).

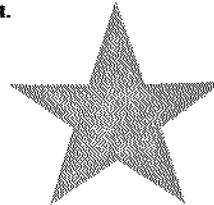
WITNESSETH

WHEREAS, Delta has requested Town permission to install
permanent test wells within the TOWN's right-of-way on N. Woodward Dr. in
N. Massapequa, New York; and

WHEREAS, the Town has passed Resolution No. _____, permitting the Town
Supervisor to enter into and sign and execute an agreement between the Town and
Delta

NOW, THEREFORE, it is mutually agreed as follows:

- 1) Delta, prior to placing its permanent test wells- which for this agreement will mean wells that remain in the Town's right-of-way for more than a day- will file with the Highway Department, a certificate of insurance in the amount of one (1) million dollars personal and \$500,000 property damage for this agreement. Delta will also see that the Town is named as additional insured and that the Town receives a site plan indicating the location of all permanent test wells.
- 2) Delta will deposit with the Town (\$1,500 per well) for 3 wells permanent test well it plans to install in the Town's right-of-way. (Deposit money will be returned when the permanent test well or wells have been removed to the satisfaction of the Town)
- 3) Delta agrees to indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind of nature, whether direct or indirect, arising out of the performance of this agreement or the carelessness, negligence of improper conduct of Delta and/or its subcontractors, agents or employees.



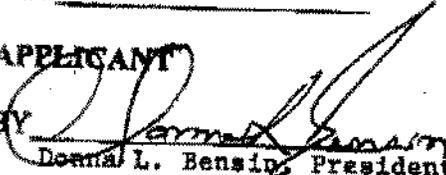
- 4) Delta will bear all costs for installation and maintenance and removal of its permanent test wells. Delta will also see that the installation and removal of its permanent test wells meet New York State Department of Environmental Control guidelines.
- 5) Delta will provide the Town with copies of all logs, sample results and/or records obtained from installing its permanent test wells.
- 6) This agreement will be for an indefinite period. The Commissioner of the Department of Highways, however, Upon thirty (30) days notice, may revoke this permission for Delta to install or maintain its permanent test wells. If after being notified, Delta does not remove the permanent test wells, the Town will remove the permanent test wells and submit the cost to Delta and/or its surety company for reimbursement.

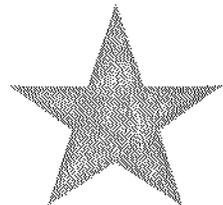
IN THE WITNESS WHEREOF, the parties hereto set their hands and seal this _____ of _____, 20__.

TOWN OF OYSTER BAY

BY: _____

APPLICANT

BY 
Donald L. Bensing, President



STATE OF NEW YORK)
SUFFOLK) ss:
COUNTY OF ~~NASSAU~~)

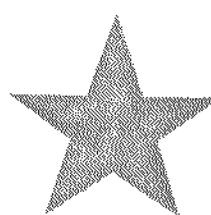
On this 21st day of January, 2016, before me personally came Donna L. Bensing, to me known, who, being by me duly sworn, did depose and say that he resides at 62 Old Country Road, Malville, NY 11747 that he is the President of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows that seal of said municipal corporation; that the seal he knows that seal of said municipal corporation; that the seal affixed to said instrument is such municipal corporate seal; that it was so affixed by order of the Town Board of said municipal corporation; and that he signed his name thereto by like order.


NOTARY PUBLIC

THERESA M. DONOVAN
Notary Public, State of New York
No. 01DQ4989230
Qualified in Suffolk County
Commission Expires December 2, 2017

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

On this _____ day of _____, 20____, before me personally came _____ to me know, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____ and has the authority to sign on behalf of said corporation; that the seal affixed to said instrument by order of the Board of Directors of said corporation is said corporate seal and that he signed his name thereto by like order.





CERTIFICATE OF LIABILITY INSURANCE

DELTAWO

OP ID: JM

DATE (MM/DD/YYYY)
08/01/2016

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 Joseph P. Price Agency, Inc. 1150 Portion Road, Suite 14 Holtsville, NY 11742 Joseph P. Price		CONTACT NAME: Christine Pubins PHONE (A/C, No, Ext): 631-698-7400 E-MAIL ADDRESS: cpubins@joepriceinsurance.com FAX (A/C, No): 631-698-5494	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Ins. Co.	NAIC # 20508
INSURED Delta Well & Pump Co., Inc. PO Box 1309 Ronkonkoma, NY 11779		INSURER B: Continental Casualty Company	20443
		INSURER C: Utica Mutual Insurance Company	10687
		INSURER D: Crum & Forster Specialty Ins	44520
		INSURER E: Nat'l Fire Ins Co. of Hartford	20478
		INSURER F:	

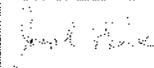
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	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 <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6016486977	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMPROP AGG \$ 2,000,00
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6016486946	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000			601648693	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 5,000,00 AGGREGATE \$ 5,000,00
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4769127	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
A	Builders Risk			6016486977	06/01/2016	06/01/2017	Inst. Flt 500,00
D	Pollution			CPL-104917	02/03/2016	02/03/2017	Liability 10,000,00

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

Town of Oyster Bay is included as additional insured with respect to the insured's work.

CERTIFICATE HOLDER		CANCELLATION	
TOWNOYS		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
Town of Oyster Bay 74 Audrey Avenue Oyster Bay, NY 11771		AUTHORIZED REPRESENTATIVE  	

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Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 24902270 briefly described as ROAD OPENING TOWN OF OYSTER BAY

for DELTA WELL & PUMP CO., INC., as Principal,

in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning February 24, 2015, and ending February 24, 2017, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 17 day of December, 2014.



WESTERN SURETY COMPANY

By Paul T. Bruhat
Paul T. Bruhat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.





DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND, MID-ATLANTIC
9324 VIRGINIA AVENUE NORFOLK, VA 23511-3095

AM14-SW
PI-10447
July 12, 2016

Town of Oyster Bay, Legislative Affairs
ATTN: Carol Ann Strafford, Director
54 Audrey Ave
Oyster Bay, NY 11771

Dear Ms. Strafford:

Enclosed are five (5) pre-executed originals of Real Estate Agreement, Contract No. N40085-16-RP-00163 (Navy File No. PI-10447) authorizing the U.S. Navy, use of the public right-of-way on and in the area located at North Woodward Drive between North Michigan Avenue and North Wisconsin Avenue, North Massapequa, NY to install borings and monitoring wells.

Please retain copies of the agreement for your records and return one (1) fully executed original to the following address:

Seth Whitby AM14
Commanding Officer
NAVFAC Mid-Atlantic
9324 Virginia Avenue Bldg Z-144
Norfolk, Va 23511

Should you have any questions or concerns, please contact Seth Whitby at (757) 341-2005 or by email at seth.whitby@navy.mil.

Sincerely,

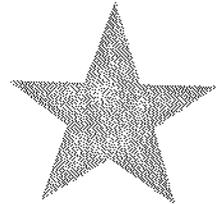
HEATHER STADLER
Real Estate Contracting Officer
NAVFAC, Mid-Atlantic
By direction of the Commanding Officer

Enclosure:

License Contract Number N40085-16-RP-00163 (5 copies)

Copy to:

NAVFAC MIDLANT EV



RECEIVED
LEGISLATIVE AFFAIRS

Vivaudou, Eleanor

From: Vivaudou, Eleanor
Sent: Thursday, November 12, 2015 1:52 PM
To: Rich Carozza (rcarozza@oysterbay-ny.gov)
Cc: Fly, Lora B CIV NAVFAC MIDLANT, IPTNE; Brian Caldwell (bcaldwell@ensafe.com); Vivaudou, Eleanor
Subject: VPB 161 north Woodward drive
Attachments: VPB 161 Traffic maps.pdf; VPB 161 traffic plan.pdf

Good afternoon

Attached is a copy of the traffic map and traffic control plan for the above mentioned location. I requested that the resident letter be distributed even though it will be 8-10 weeks before we will be in front of a residents as that we plant to start in the sump (pending your approval). Drilling notices will be distributed pending receipt of permit for the sump.

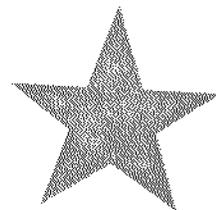
Please let me know if you require any further information.

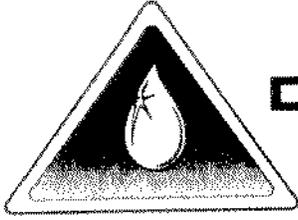
v/r

Eleanor

Eleanor Capasso Vivaudou, PE
Field Manager
Tel. - 845-425-4980
Cell - 914-227-3942
eleanor.vivaudou@aecom.com

Resolution Consultants
A Joint Venture of AECOM and EnSafe
100 Red Schoolhouse Road, Suite B-1
Chestnut Ridge, NY 10977





DELTA WELL & PUMP Co., Inc.

WATER AND ENVIRONMENTAL DRILLING

TRAFFIC CONTROL PLAN

SITE NAME: VPB 161

LOCATION: East Side of North Woodward Drive,
South of intersection with North Wisconsin Ave., North Massapequa, New York

The work area will be 16 feet wide and 90 feet long. It will be surrounded by a 6-foot high lockable chain link fence. The work area will block a 90 foot section of sidewalk. There will be Sidewalk Closed signs placed 10 feet in front of the north end of our work area and 30 feet past the south end of our work area on North Woodward Drive. Road Work Ahead signs will be placed on North Woodward Drive approximately 40 feet from each end of the work area. End Road Work signs will be placed on North Woodward Drive approximately 40 feet from the south and 30 feet from the north end of our work area.

Footages are approximate and the proposed setup (not to scale) is shown on the attached site plan.

151027

97 UNION AVENUE • P.O. BOX 1309 • RONKONKOMA, N.Y. • 11779-0760 • (631) 981-2255 • FAX (631) 981-2369





Resolution Consultants
A Joint Venture of AECOM & EnSafe
1500 Wells Fargo Building
440 Monticello Avenue
Norfolk, Virginia 23510

November 11, 2015

**RE: Drilling Notification
North Woodward Drive, Massapequa**

Dear Resident:

This notification letter is being distributed to you on behalf of the U.S. Navy to inform you of environmental investigation work being conducted in your neighborhood. Please be advised that the U.S. Navy, in conjunction with the New York State Department of Environmental Conservation, will be conducting drilling activities in the town right-of-way adjacent to your property starting in the last week of March. Because of the depth of the drilling work, the drill rig and support vehicles will be present at this specific location for approximately 8 to 12 weeks to install permanent groundwater wells. We apologize in advance for the inconvenience that this work will cause. However, we assure you that the work is critical and that the Navy and its contractors are taking all reasonable steps to minimize disruption to your neighborhood.

Drilling is being conducted in your neighborhood to install wells to sample the groundwater. Industrial activities conducted from the 1950s to 1990s at the former Grumman plant to the north resulted in groundwater contamination. Solvents known as trichloroethylene (TCE) and perchloroethylene (PCE or Perc) were used at the former Grumman plant, and some of these solvents made their way into the groundwater and have since moved off property to the south with the groundwater flow. Over the past 25 years, actions have been taken in several areas to clean up the groundwater and to protect water supplies. Although significant progress has been made, this process is not complete. The off-property solvent-impacted groundwater is complex and the Navy is continuing to investigate to better understand how the contamination is moving and develop additional cleanup options.

Your neighborhood is a strategic location for groundwater sampling. The Navy considered multiple factors in selecting a sampling point in your neighborhood including: presence of overhead power lines and fire hydrants, space between driveways to allow drilling activities, traffic, presence of trees, location of underground utilities, availability of side yards, and location of school bus stops. After reviewing these factors, the curb in front of your house was selected as the best location for a new sampling point.

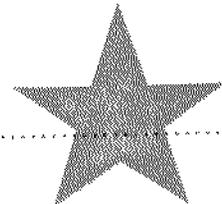
As stated above, the Navy and its contractors are taking all reasonable steps to minimize disruption to you and your neighbors during drilling activities. Information on the drilling activities, schedule, and work hours are presented in the attached Drilling Notice. If you have questions, please contact me or one of the other points of contact also provided in the Drilling Notice. Additional information on the Navy's environmental cleanup program and the groundwater investigation is available at (<http://go.usa.gov/DyXF>).

Sincerely,

Brian Caldwell,

A handwritten signature in cursive script that reads "Brian Caldwell".

cc: Henry Wilke, Project Engineer - NYSDEC
Steve Karpinski, Public Health Specialist II - NYSDOH
Colleen Romano-DELTA
John Ellsworth --Town of Oyster Bay





DRILLING NOTICE
N. Woodward Drive, between N. Michigan
and N. Wisconsin Ave, North Massapequa
November 16, 2015

Please be advised that the U.S. Navy, in conjunction with the New York State Department of Environmental Conservation, will be conducting drilling activities in your area. This work is being conducted to test groundwater quality at depths of 50 to 1,000 feet below ground surface. Volatile organic compounds (VOCs), including the solvents trichloroethylene (TCE) and perchloroethylene (PCE), have been detected in groundwater in the general area as a result of historic operations at the Grumman plant to the north. The drilling is part of an on-going investigation to better understand where the groundwater contamination is located, and how it is moving and to develop cleanup options. *Additional information on the Navy's environmental cleanup program and the groundwater investigation is available at <http://go.usa.gov/DyXF>.*

The work will involve drilling a soil boring and installation of permanent groundwater wells to depths of approximately 1,000 feet. The borings will be approximately 8 to 10 inches in diameter and access to the borings will be secured with the drilling equipment. During the drilling of the borings and wells, soil mixed with a natural drilling fluid (bentonite) will be removed from the boring. The removed materials will be containerized and transported to Navy property off of South Oyster Bay Road. Groundwater samples will be collected and submitted to a certified laboratory to test for the presence of VOCs. Any additional groundwater taken from the wells will also be containerized and transported to Navy property.

Because of the depth of the drilling work, the drill rig and support vehicles will be present at this specific location for approximately 16 to 20 weeks to install the boring and permanent groundwater wells. Once the work is completed, the area will be returned to current conditions with the addition of the small permanent well access.

Work hours will normally be Monday through Friday, from 8:00 AM to 4:30 PM. However, periodically during drilling operations, extended work hours and weekend activities will be required. If it is necessary to visit the drill site during other hours or on the weekends, the operation of the drill rig will not occur before 8:00 AM.

The onsite contractors for the Navy will be Delta Drilling who will be conducting the drilling operations, and Resolution Consultants, who will provide oversight.

If you require additional information, please contact:

Eleanor Vivaudou
 Resolution Consultants
 Field Manager
 (845) 425-4980 ext 12

Brian Caldwell
 Resolution Consultants
 Project Manager
 (865) 693-3623

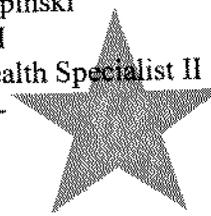
Ms. Lora Fly
 Navy
 Remedial Project Manager
 (757) 341-2012

Henry Wilke
 NYSDEC
 Project Engineer
 (518) 402-9622
 7860 henry.wilkie@dec.ny.gov

Bill Fonda
 NYSDEC
 Regional Citizen Participation
 Specialist
 (631) 444-0350

Steve Karpinski
 NYSDOH
 Public Health Specialist II
 (518) 402-

steven.karpinski@health.ny.gov





bill.fonda@dec.ny.gov



From Vivaudou, Eleanor

Date 12/8/2015, 11:34:16 AM

To John Ellsworth

Cc Fly, Lora B CIV NAVFAC MIDLANT, IPTNE; Brian Caldwell (bcaldwell@ensafe.com); Rich Carozza; Vivaudou, Eleanor

Subject VPB 161 East woodward Drive

Good morning

On the morning of November 16 Farrell Bell left a drilling notice and resident letter at 402 North Woodward and 307 North Michigan no one was home. On December 3, Ms. Bell again visited 402 North Woodward and no one was home. She visited 307 North Michigan and there was a car in the driveway but no one answered the door. She left another drilling notice, her business card and a hand written note at both locations.

On December 4, Ms. Maureen Kovacs from 402 North Woodward contacted Ms. Bell and asked if drilling would affect her drinking water and expressed concern that her driveway would be blocked. Ms. Bell let Ms. Kovacs know that drilling will not affect her drinking water and that access to her driveway will be unimpaired.

Please note that the vertical profile boring location is requested to be in sump 20. The utility location (non-ground intrusive) will need to be completed prior to drilling. It has not be completed because we have not been granted access.

I apologize for the delay in getting back to you.

Please let me know if you require any further information.

v/r

Eleanor

Eleanor Capasso Vivaudou, PE

Field Manager

Tel. - 845-425-4980

Cell - 914-227-3942

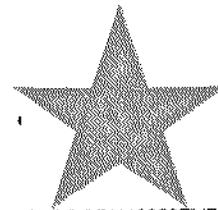
eleanor.vivaudou@aecom.com

Resolution Consultants

A Joint Venture of AECOM and EnSafe

100 Red Schoolhouse Road, Suite B-1

Chestnut Ridge, NY 10977



24

432

Town of Oyster Bay
Inter-Departmental Memo

July 21, 2016

TO: MEMORANDUM DOCKET
FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT
SUBJECT: ACCESS TO TOWN OF OYSTER BAY RIGHT-OF-WAY FOR INSTALLATION
OF TEMPORARY AND PERMANENT TEST WELLS (VPB-161)

SUPPLEMENTAL MEMO TO FOLLOW

APPLICANT: Delta Well & Pump Co., Inc.
(on behalf of U.S. Navy)
97 Union Avenue
Ronkonkoma, NY 11779

SITE LOCATION: Locations on Town Property or Rights-of-Way for One Temporary
Test Well and Up To Three Permanent Test Wells in North
Massapequa, New York

It is requested that a space be reserved on the agenda for the Town Board meeting of August 9, 2016
for a resolution to approve an access agreement in regard to the above referenced proposed project.

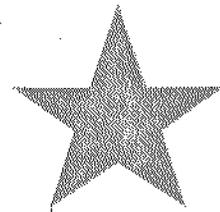
Upon the receipt of all required information from the applicant, the Department of Highways will
submit a supplemental memo regarding this matter.


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/rac

- C: Office of the Town Attorney (19)
- John Bellock, Comptroller's Office
- Richard A. Carozza, Department of Highways, Permit Section

RECEIVED
PERMIT SECTION
DEPARTMENT OF HIGHWAYS
AUG 10 2016



Reviewed By
Office of Town Attorney

WHEREAS, John P. Bishop, Highway Department, by memorandum dated August 1, 2016, has advised that the Highway Department is in receipt of a request from Arcadis of New York, Inc., Two Huntington Quadrangle, Suite 1S10, Melville, New York 11747, made on behalf of Northrop Grumman Corporation, for permission to install one (1) permanent remedial well in the Town of Oyster Bay easement, east of Broadway, southwest of southerly terminus of North Windhorst Avenue, Bethpage, Town of Oyster Bay, New York, for the purpose of monitoring groundwater contamination from the former Grumman Aerospace Facility in Bethpage in connection with a project being undertaken by Northrop Grumman Corporation at the direction of the New York State Department of Environmental Conservation (NYSDEC), to investigate and remediate the groundwater contamination plume emanating from the baseball field area at Bethpage Community Park; and

WHEREAS, Arcadis of New York, Inc., has provided a Certificate of Insurance with the Town named as an additional insured,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor is hereby authorized to enter into an agreement with Arcadis of New York, Inc., Two Huntington Quadrangle, Suite 1S10, Melville, New York 11747, made on behalf of Northrop Grumman Corporation, for permission to install one (1) permanent remedial well in the Town of Oyster Bay easement, east of Broadway, southwest of southerly terminus of North Windhorst Avenue, Bethpage, Town of Oyster Bay, New York, for the purpose of monitoring groundwater contamination from the former Grumman Aerospace Facility in Bethpage.

-#-

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
Environmental Resources

434

Town of Oyster Bay
Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY

August 1, 2016

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: ACCESS TO TOWN OF OYSTER BAY RIGHT-OF-WAY FOR INSTALLATION OF
ONE PERMANENT REMEDIAL WELL (RW-22)

SUPPLEMENT TO MD 7/26/2016, #26

APPLICANT: Arcadis of New York, Inc.
(on behalf of Northrop Grumman Corporation, NGC)
Two Huntington Quadrangle, Suite 1S10
Melville, NY 11747

SITE LOCATION: Town of Oyster Bay easement, east of Broadway, southwest of southerly
terminus of North Windhorst Avenue (Section 49, Block 154, Lot 425)

The Department of Highways is in receipt of a request from the above-named applicant for permission to gain access to the above-referenced Town of Oyster Bay-owned easement in Bethpage, New York, in connection with the installation one new remedial well. The proposed well is being installed in connection with a project being undertaken by NGC at the direction of the New York State Department of Environmental Conservation (NYSDEC) to investigate and remediate the groundwater contamination plume emanating from the baseball field area at Bethpage Community Park. This plume resulted from waste disposal operations by Grumman Corp (predecessor to NGC) prior to their conveyance of this land to the Town of Oyster Bay in 1962. NYSDEC has requested that approval of these applications be expedited to the maximum extent practicable.

The proposed remedial well is one of three such wells to be installed to pump groundwater from a contamination "hot spot" which has been identified based on the results of testing of vertical profile borings and monitoring wells previously installed in the Bethpage area. In addition to the remedial well which is the subject of this memorandum: one remedial well is in the process of being installed in Town of Oyster Bay Parking Lot B-2, having been the subject of a prior Town Board approval (Resolution #383-2016, on July 12, 2016); and the third remedial well is proposed for installation at the intersection of Broadway at William Street and is the subject of a separate, concurrent application for consideration by the Town Board.

Each of the three remedial wells will be connected by a new piping system to a new treatment plant which tentatively is being considered for the Town of Oyster Bay owned property on the west side of the Seaford-Oyster Bay Expressway, south of the southerly terminus of North Hermann Avenue, which is the site of an existing treatment plant for a distinct groundwater contamination plume being addressed by the U.S. Navy. NGC intends to submit one or more subsequent applications for the underground vaults containing the controls for the remedial wells, the treatment plant, and piping system connecting the remedial wells to the plant.



At the Town's request, the applicant held a public meeting for residents in the project area on June 21st at Bethpage Community Center. The applicant gave a presentation describing the proposed project, and then provided the opportunity for questions from the audience. Representatives of NYSDEC and the New York State Department of Health attended the meeting and assisted with the question-and-answer portion of the meeting. Written notification of this meeting was provided directly to all residences in the area between Stewart Avenue and the Seaford-Oyster Bay Expressway, South of Central Avenue and north of Hempstead Turnpike. Direct notification of the proposed well installation has occurred by overnight mail to the three residences which immediately adjoin the project area to the north (106 Broadway, 105 North Windhorst Avenue, and 106 North Windhorst Avenue), as indicated by the tracking forms attached to this memorandum.

Additionally, at the Town's request, the applicant has developed traffic control plan for the proposed project location directed at ensuring public safety. This plan is also attached hereto.

The applicant has submitted to this Department the requisite application documents. The subject properties have been inspected, and we have no objection to the applicant's request for access to the sites for the purposes described above.

It should be noted that the agreement is based on a form agreement approved by the Town Attorney's Office. All fees have been paid.


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/rac

C: Office of the Town Attorney (19)
John Bellock, Comptroller's Office
Richard A. Carozza, Department of Highways, Permit Section



Mr. John Ellsworth
Town of Oyster Bay
Highway Department
150 Miller Place
Syosset, NY 11791

Arcadis of New York, Inc.
Two Huntington Quadrangle
Suite 1S10
Melville
New York 11747
Tel 631 249 7600
Fax 631 249 7610
www.arcadis.com

Subject:
Supplemental Documents for Permanent Well Application for RW-22

ENVIRONMENT

Dear Mr. Ellsworth:

Date:
August 1, 2016

As requested during our call on July 29, 2016, Arcadis of New York, Inc. (Arcadis), on behalf of Northrop Grumman, is submitting following additional documentation to supplement the Permanent Well Application for RW-22 submitted to Town of Oyster Bay on July 22, 2016.

Contact:
Xuan Xu

The supplemental permit application consists of the following items:

Phone:
631 391 5235

- Updated Arcadis insurance certificate;
- Attachment 1: Copy of the Project Fact Sheet and Notice of Work that have been sent to local residents on July 29, 2016 regarding upcoming work. Also included are FedEx shipping confirmations.

Email:
xuan.xu@arcadis.com

If you have any questions, please do not hesitate to contact me.

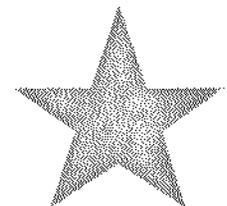
Our ref:
NY001496.2415.R21E3

Sincerely,

Arcadis of New York, Inc.



Xuan Xu
Staff Geologist



John Ellsworth
August 4, 2016

Copies:

Ed Hannon, Northrop Grumman Corporation

Fred Weber, Northrop Grumman Corporation

Carlo San Giovanni, Arcadis

David Stern, Arcadis

File

Enclosures

arcadis.com

G:\PROJECT\Northrop Grumman\Superfund\2016\OU3\NY001496.2515 RW-22 VPB Drilling\Planning\TOB Permits\RW-22 TOB Application\Cover Letter_RW-22_revised.docx



Page:

2/2



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/05/2016

Holder Identifier : AB

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

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

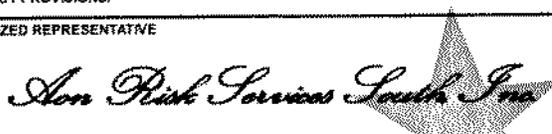
PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURED Arcadis of New York, Inc. 6723 Towpath Road Syracuse NY 13214 USA	INSURER A: XL Specialty Insurance Co	NAIC # 37885
	INSURER B: Greenwich Insurance Company	22322
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570062920273 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GEC001076114 General Liability	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AEC001075814 Auto (AOS)	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD943516310 Workers Compensation RWR943516710 State of Wisconsin	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 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)
 Re: Northrop Grumman Corporation, Operable Unit 3, Bethpage, New York.
 Town of Oyster Bay is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER Town of Oyster Bay 54 Audrey Avenue Oyster Bay NY 11771 USA	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 
--	--

Certificate No : 570062920273



ENDORSEMENT #021

This endorsement, effective 12:01 a.m., January 1, 2016 forms a part of Policy No. GEC001076114 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

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 FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS
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:

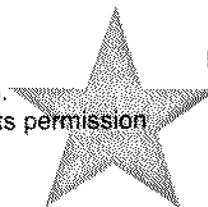
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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 for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.



ENDORSEMENT #008

This endorsement, effective 12:01 a.m., January 1, 2016 forms a part of Policy No. GEC001076114 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/29/2016

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Arcadis of New York, Inc. 6723 Towpath Road Syracuse NY 13214 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: Steadfast Insurance Company		26387
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570063237935 **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. **Limits shown are as requested**

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Env Contr Poll			IPK929693802 Professional & Pollution SIR applies per policy terms & conditions	06/01/2016	06/01/2017	Each Claim \$3,500,000 Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Northrop Grumman Corporation, Operable Unit 3, Bethpage, New York. The Town of Oyster Bay is included as Additional Insured in accordance with the policy provisions of the Pollution Liability policy. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER Town of Oyster Bay 54 Audrey Avenue Oyster Bay NY 11771 USA	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
--	--

Holder Identifier: M
Certificate No: 570063237935



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis of New York, Inc.	
POLICY NUMBER See Certificate Number: 570063237935			
CARRIER See Certificate Number: 570063237935	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Archit&Eng Prof			015448990 Excess Prof/Poll Liabil SIR applies per policy terms & conditions	06/01/2016	06/01/2017	Each Claim	\$1,500,000
	<input checked="" type="checkbox"/> Claims-Made							
	<input checked="" type="checkbox"/> Professional Liabil							
	<input checked="" type="checkbox"/> and Contractors							
	<input checked="" type="checkbox"/> Pollution Liability							



Street, Boston MA 02110 or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

K. INSPECTION

The Company shall be permitted but not obligated to inspect, sample, and monitor on a continuing basis the Insured's property or operations, at any time. Neither the Company's right to make inspections, sample, and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of the Insured or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

L. SOLE AGENT

The Named Insured first listed in Item 1 of the Declarations shall act on behalf of all other Insureds, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, and giving and receiving notice of cancellation or nonrenewal.

M. ASSIGNMENT

This Policy shall not be assigned without the prior written consent of the Company. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed onto this Policy.

N. SUBROGATION

If there is a payment made by the Company, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization. The Insured shall cooperate with the Company and do whatever is necessary to secure these rights. The Insured shall do nothing after a claim to waive or prejudice such rights. The Company agrees to waive this right of subrogation against the client of the Insured or other parties to the extent that the Insured had, prior to Claim, a written agreement to waive such rights.

O. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

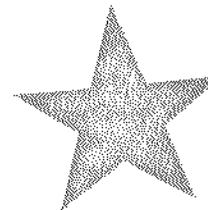
P. CANCELLATION

This Policy is non-cancellable by either the Named Insured or the Company, except the Company can cancel this Policy for non-payment of premium. In the event the Company does cancel this Policy for non-payment of premium, the Named Insured shall be entitled to ten (10) days written notice of cancellation from the Company, at the address last known to the Company.

If the Company cancels, earned premium shall be computed pro-rata.

Proof of mailing of any notice of cancellation shall be sufficient proof of notice. The effective date of cancellation terminates the Policy Period. Return of unearned premium is not a condition of cancellation. Unearned premium shall be returned by the Company as soon as practicable.

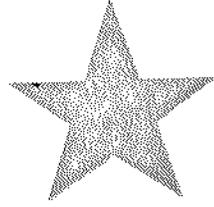
Q. ARBITRATION



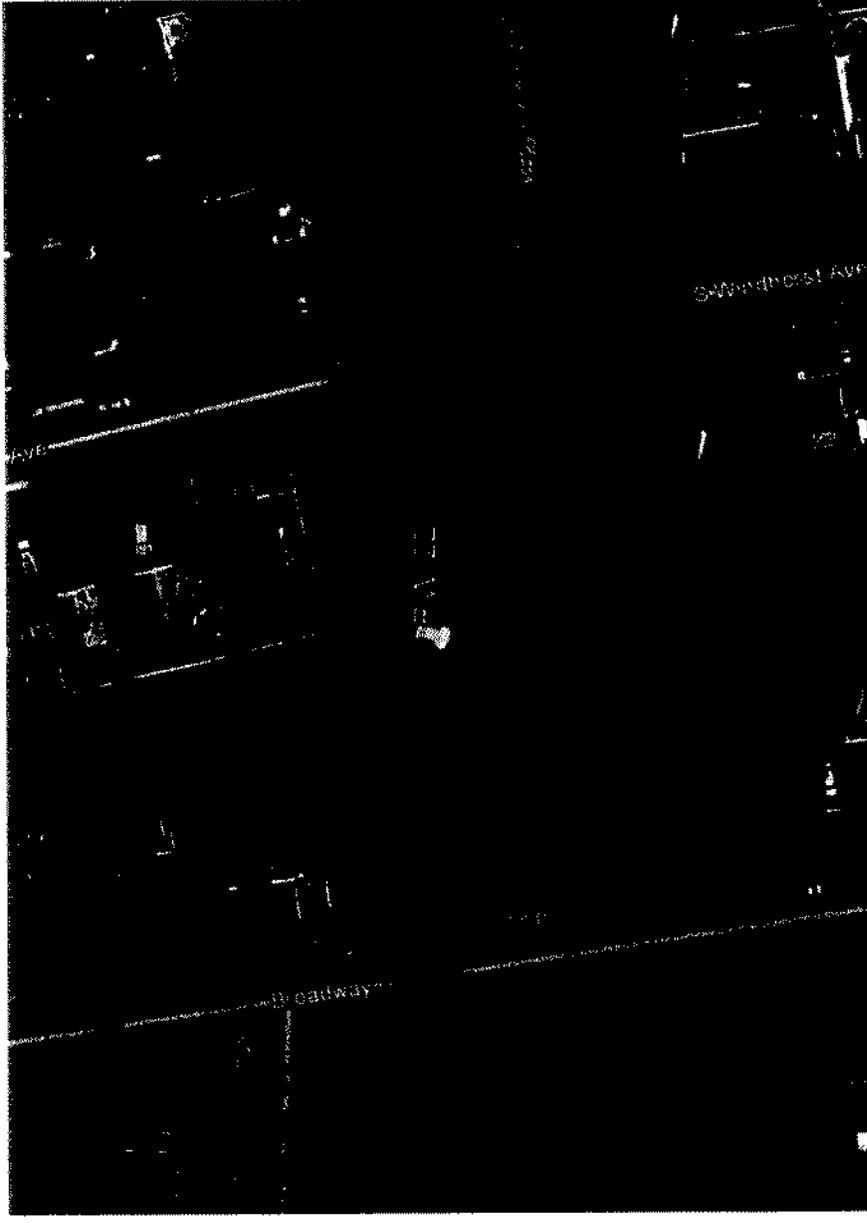
RW-22 Community Mailing Layout

Residence within red line will receive notification of upcoming work through FedEx trackable services. The notification will include a Project Factsheet and a Notice of Drilling Activities indicating corresponding boring location.

List of Address:
106 Broadway, Bethpage 11714
105 North Windhorst Ave, Bethpage 11714
106 North Windhorst Ave, Bethpage 11714



Attachment 1



Subject:
Notice of Remedial Well RW-22 Installation, Northrop Grumman, OU3, Bethpage,
New York

Arcadis of New York, Inc.
Two Huntington Quadrangle
Suite 1S10
Melville
New York 11747
Tel 631 249 7600
Fax 631 249 7610
www.arcadis.com

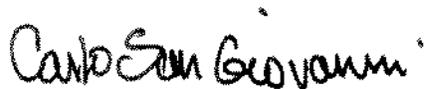
Dear Resident:

Arcadis of New York, Inc. (Arcadis), on behalf of Northrop Grumman Systems Corporation (Northrop Grumman), is providing this Notice of Work of the planned installation of Remedial Well RW-22, which is one of the three wells comprising the RW-21 Project Area Groundwater Remedy, in Bethpage, New York. Remedial Well RW-22 is planned to be installed at the location shown on **Figure 1**. The proposed work zone and Project Fact Sheet are included with this Notice of Work and provide additional information regarding the planned work.

If you have any questions, please do not hesitate to contact me or Northrop Grumman.

Sincerely,

Arcadis of New York, Inc.



Carlo San Giovanni
Project Manager

Copies:

Ed Hannon, Northrop Grumman Corporation
Dianne Boumert-Moyik, Northrop Grumman
Fred Weber, Northrop Grumman Corporation
Carlo San Giovanni, Arcadis
David Stern, Arcadis

File

Enclosures

ENVIRONMENT

Date:
July 29, 2016

Contact:
Carlo San Giovanni

Phone:
631 249 7600

Our ref:
NY001496.2415.R21E3



UPDATED FACT SHEET
GROUNDWATER INVESTIGATION AND
WELL DRILLING (RW-21 AREA)
Bethpage, New York

NORTHROP GRUMMAN

THIS FACT SHEET summarizes key information about the planned drilling and sampling of four temporary borings (used to collect soil and groundwater samples), three remedial wells (used to clean up the groundwater), and four permanent groundwater monitoring wells (used to monitor groundwater levels and quality over time) in your neighborhood as part of the groundwater cleanup south of the Bethpage Community Park. These activities will be performed by a consultant (Arcadis of New York, Inc.) and their subcontractors on behalf of Northrop Grumman. The work will be performed under the oversight of the New York State Department of Environmental Conservation (NYSDEC) and in compliance with methods approved by the NYSDEC. Adherence to a written health and safety plan will ensure the security and safety of residents and workers during the field activities.

THE PLANNED WORK will include the following activities:

1. Underground utilities will be located and marked out and a drilling rig will be set up at the proposed drilling locations.
2. Temporary borings will be drilled to collect soil and groundwater samples so that permanent monitoring and remedial wells can be properly located and designed.
3. Groundwater wells will be installed and groundwater quality samples collected. The monitoring and remedial wells will be flush with the ground surface and not generally noticeable.
4. At the same time the remedial wells are installed, a trench will be excavated and a portion of the pipe that will connect each well to the treatment plant will be installed. Additionally, a vault will be installed around each remedial well.
5. The drilling sites will be restored and waste materials removed.

Equipment used at each location will include: drilling rig, support trucks, portable water containers, pumps, and well construction materials. The drilling rigs will be secured at the drilling sites and cannot be moved until the drilling is completed. Soil, water, and other materials produced by the work will be transported daily from the work sites for disposal.

Borings and groundwater wells will be located on Town of Oyster Bay rights-of-way. The work is targeted to start in mid-July 2016 and is expected to be completed by early 2017. Drilling and well installation at a particular location will usually take place Monday to Friday from 7 a.m. to 5 p.m. and will take approximately 6 to 8 weeks to complete per location.

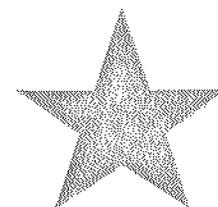
QUESTIONS OR COMMENTS? If you have any questions or experience any problems as a result of this work, please contact Northrop Grumman using the information provided below.

Ms. Dianne Baumert-Moyik

Communications, Northrop Grumman

Cell Phone: (516) 754-2645

E-mail: Dianne.Baumert-Moyik@ngc.com



From: trackingupdates@fedex.com
To: Xu, Xuan
Subject: FedEx Shipment 776877528003: Delivery scheduled for tomorrow
Date: Sunday, July 31, 2016 10:04:55 AM

FedEx®

Your delivery is scheduled for tomorrow, 08/01 by 10:30 am

See "Preparing for Delivery" for helpful tips

Tracking # 776877528003



Ship date:
Fri, 7/29/2016

Xuan Xu
ARCADIS
Melville, NY 11747
US



in transit

Scheduled delivery:
Mon, 8/1/2016 by 10:30
am

Estimated between:
9:00 am - 10:20 am

Resident
106 Broadway
BETHPAGE, NY 11714
US

Shipment Facts

Our records indicate that the following package is scheduled to be delivered to you:

Tracking number:	776877528003
Status:	At FedEx destination facility
Reference:	NY001496.2515.R2AB2
Service type:	FedEx Priority Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	No Signature Required Deliver Weekday
Standard transit:	8/1/2016 by 10:30 am

Preparing for Delivery

To help ensure successful delivery of your shipment, please review the below.

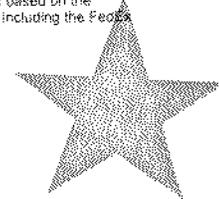
Won't be in?

You may be able to hold your delivery at a convenient FedEx World Service Center or FedEx Office location for pick up. Track your shipment to determine Hold at FedEx location availability.

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:04 AM CDT on 07/31/2016.

All weights are estimated.
The shipment is scheduled for delivery on or before the scheduled delivery displayed above. FedEx does not determine money-back guarantee or delay claim requests based on the scheduled delivery. The "estimated between" time range is based on historical data of prior deliveries in the same delivery area for the same service type. Actual delivery time may vary based on current conditions such as weather, traffic, routing and other considerations. The "estimated between" time range is provided for the recipient's convenience and FedEx does not determine money-back guarantee or delay claim requests based on the "estimated between" time range. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx customer support representative.

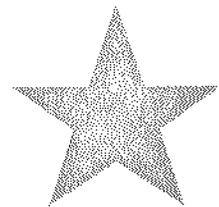
To track the latest status of your shipment, click on the tracking number above.



Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and stop data. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.



From: trackingupdates@fedex.com
To: Xu, Xuan
Subject: FedEx Shipment 776877601113: Delivery scheduled for tomorrow
Date: Sunday, July 31, 2016 10:05:43 AM

FedEx®

Your delivery is scheduled for tomorrow, 08/01 by 10:30 am

See "Preparing for Delivery" for helpful tips

Tracking # 776877601113



Ship date:
Fri, 7/29/2016

Xuan Xu
ARCADIS
Melville, NY 11747
US



In transit

Scheduled delivery:
Mon, 8/1/2016 by 10:30
am

Estimated between:
9:00 am - 10:20 am

Resident
105 North Windhorst Avenue
BETHPAGE, NY 11714
US

Shipment Facts

Our records indicate that the following package is scheduled to be delivered to you:

Tracking number:	776877601113
Status:	At FedEx destination facility
Reference:	NY001496.2515.R2AB2
Service type:	FedEx Priority Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	No Signature Required Deliver Weekday
Standard transit:	8/1/2016 by 10:30 am

Preparing for Delivery

To help ensure successful delivery of your shipment, please review the below.

Won't be in?

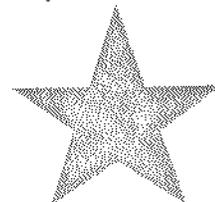
You may be able to hold your delivery at a convenient FedEx World Service Center or FedEx Office location for pick up. Track your shipment to determine Hold at FedEx location availability.

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All weights are estimated.

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To track the latest status of your shipment, click on the tracking number above.



Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.



From: trackingupdates@fedex.com
To: Xu, Xuan
Subject: FedEx Shipment 776877720475: Delivery scheduled for tomorrow
Date: Sunday, July 31, 2016 10:00:41 AM

FedEx®

Your delivery is scheduled for tomorrow, 08/01 by 10:30 am

See "Preparing for Delivery" for helpful tips

Tracking # [776877720475](#)



Ship date:
Fri, 7/29/2016

Xuan Xu
ARCADIS
Melville, NY 11747
US



In transit

Scheduled delivery:
Mon, 8/1/2016 by 10:30
am

Estimated between:
9:00 am - 10:20 am

Resident
106 North Windhorst Avenue
BETHPAGE, NY 11714
US

Shipment Facts

Our records indicate that the following package is scheduled to be delivered to you:

Tracking number:	776877720475
Status:	At FedEx destination facility
Reference:	NY001496.2515.R2AB2
Service type:	FedEx Priority Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	No Signature Required Deliver Weekday
Standard transit:	8/1/2016 by 10:30 am

Preparing for Delivery

To help ensure successful delivery of your shipment, please review the below.

Won't be in?

You may be able to hold your delivery at a convenient FedEx World Service Center or FedEx Office location for pick up. Track your shipment to determine Hold at FedEx location availability.

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:00 AM CDT on 07/31/2016.

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To track the latest status of your shipment, click on the tracking number above.



Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and this date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.



Mr. Richard Carozza
Town of Oyster Bay
Highway Department
150 Miller Place
Syosset, NY 11791

Arcadis of New York, Inc.
Two Huntington Quadrangle
Suite 1S10
Melville
New York 11747
Tel 631 249 7600
Fax 631 249 7610
www.arcadis.com

Subject:
Permanent Well Application for Drilling within the Town of Oyster Bay

ENVIRONMENT

Date:
July 22, 2016

Dear Mr. Carozza:

Arcadis, on behalf of Northrop Grumman, is submitting applications to install one remedial well (RW-22) in Bethpage, New York. The method for installation of the remedial well is discussed in the Preliminary Design Plan dated April 26, 2016. The NYSDEC approved this plan on April 28, 2016.

Contact:
Xuan Xu

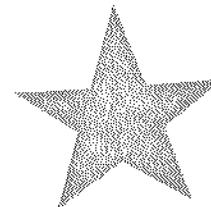
Phone:
631 391 5235

This application consists of the following items:

Email:
xuan.xu@arcadis.com

- Permanent Test Well Application form;
- Road Opening Permit;
- Certified check of \$1,500 as deposit for the permanent test well;
- Certified check of \$100 as deposit for road opening permit;
- Surety bond in the amount of \$10,000;
- Updated Arcadis insurance certificate;
- **Figure 1** indicating the location of the remedial well;
- **Attachment 1:** Traffic control plan;
- **Attachment 2:** Copy of the Project Fact Sheet and Notice of Local Resident Meeting that had previously been sent to local residents regarding upcoming work;
- **Attachment 3:** Figure showing the geographic area of residents who have received notification and information regarding the RW-21 Project Area project (cover letter and Fact Sheet) via USPS first class.

Our ref:
NY001496.2415.R21E3



Richard Carozza
July 22, 2016

If you have any questions, please do not hesitate to contact me.

Sincerely,

Arcadis of New York, Inc.

Xuan Xu

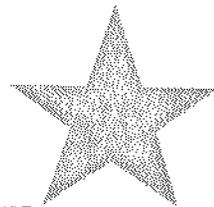
Xuan Xu
Staff Geologist

Copies:

Ed Hannon, Northrop Grumman Corporation
Thomas Pirrung, Northrop Grumman Corporation
Fred Weber, Northrop Grumman Corporation
Carlo San Giovanni, Arcadis
David Stern, Arcadis

File

Enclosures



PRINT OR TYPE

(All three copies must be legible)



TOWN OF OYSTER BAY

HIGHWAY DEPARTMENT
150 Miller Place, Syosset, New York 11791
Phone # 677-5762 - 677-5884

**RESIDENTIAL/COMMERCIAL APPLICATION
PERMIT FOR WORK ON TOWN RIGHT-OF-WAY**

(see reverse side for explanation of terms and conditions)

Application
PERMIT NO. _____
FILE NO. _____
RECEIPT NO. _____
CASH _____ CHECK# _____

www.town-of-oyster-bay.org

Phone No. _____
(applicant)

1) _____
Name of Homeowner _____ address _____

2) _____
Name and address of licensed contractor/plumber _____ Homeowner to complete if no contractor is being hired

3) _____
Homeowners Insurance Company _____ Policy No. _____

_____ Nassau County Permit No. _____
Signature of Applicant _____ Date _____

LOCATIONS OF WORK TO BE PERFORMED

Address RW-22; To be drilled power line easement east of Broadway, Bethpage, NY

Section: 49 Block: 154 Lot: 425

CHECK BELOW ONLY APPROPRIATE ITEMS BEING REQUESTED

(All measurements are in linear feet)
PERMITS OTHER THAN WATER OR SEWER REQUIRE DRAINAGE BUREAU'S APPROVAL

4a) ROAD OPENING PERMIT (up to 4 Ft. wide)
Length: 2 FT Type: _____ Sewer: _____ Water Service: _____ Other: Remedial Well
Any road opening over 4 Ft. wide must be approved by the Commissioner of Highways. Approval: _____

4b) CURB CUT/APRON PERMIT (1 Per Opening)
Residential: size: _____ (maximum 20 Ft.) Commercial Size _____ (maximum 30 ft.)
Lighting Bureau called PVC Required PVC not required Fee: \$100.00 Paid _____

4c) CURB ONLY CONSTRUCTION PERMIT (per 100 Lin. Ft. or part thereof) Fee: \$100.00 Paid _____

4d) SIDEWALK CONSTRUCTION PERMIT (per 100 Lin. Ft. or part thereof) Fee: \$100.00 Paid _____

4e) CURB DRAIN CONNECTION (includes scupper) Fee: \$100.00 Paid _____

HIGHWAY AREA _____ MAP NO. _____ CONTRACT AREA Yes _____ No _____

TOTAL FEES RECEIVED: _____

THIS PERMIT IS NOT VALID UNLESS RECEIPT NUMBERED ABOVE. ALL CONDITIONS ON REVERSE SIDE ARE OBSERVED AND IS EXECUTED BY COMMISSIONER OF HIGHWAYS.

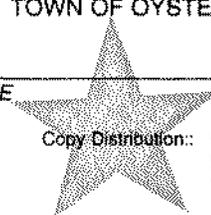
INSPECTED BY _____
APPROVED DISAPPROVED

HIGHWAY DEPARTMENT
TOWN OF OYSTER BAY NY

REVIEWED BY _____ BY _____ DATE _____
Comments: _____
NOTE: PERMIT EXPIRES 60 DAYS FROM DATE OF ISSUE
No work to be started until 36 hours after permit has been issued

PERMIT MUST BE AVAILABLE FOR INSPECTION

Copy Distribution: White - Contractor/Resident
Pink - Permits
Yellow - Inspector

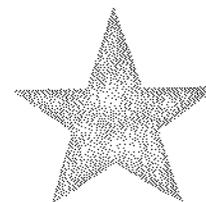


**EXPLANATION OF ITEMS, TERMS AND CONDITIONS
SHOWN ON REVERSE SIDE**

- (1) **Applicant** - Under Section 149, New York State Highway Law, must be a resident or taxpayer of the Town of Oyster Bay, or a corporation.
- (2) **Licensed Plumber** - If plumbing is involved, this permit must be in possession of the plumber duly licensed by the Town of Oyster Bay or his representative actually doing the work.
- (3) **Insurance Policy** - As too all highway excavations, must insure the Town of Oyster Bay for one million dollars (\$1,000,000.00) for personal liability and five hundred thousand dollars (\$500,000.00) for property Damage.
- (4) **Location** - Give street address of premises affected, or section, lot and block number and distance from nearest intersection.
- (5) **Repairs** - Any excavations made under this permit must be repaired by the applicant or the plumber or contractor at his own expense. Such repairs must be made to standards as set forth by the Commissioner of Public Works.
- (6) **Acceptance** - Permit is not valid unless signed on behalf of the Commissioner of Public Works and accepted by applicant or owner of premises affected. If applicant is not the owner his acceptance signifies that he is authorized by the owner of the premises affected.

GENERAL CONDITIONS

- A. Applicant understands and agrees that this permit is granted upon consideration that construction will be so performed as not to interrupt or interfere with public traffic upon the highway and upon further condition that the applicant will replace the earth remove and leave the highway in all respects, in as good condition as before construction, will keep all excavations in good repair and maintain for two (2) years after notice of completion has been given pursuant to Section 6 of the Ordinance of the Town of Oyster Bay, dated November 18, 1952 revised January 25, 1977, and will save the Town harmless for all damages which may occur by reason of such construction and upon notice by the Commissioner of Highways, the applicant will make the repairs for the protection and preservation of the highway.
 - B. The owner of the property affected understands and agrees that under Section 149 of the New York State Highway Law, if the applicant fails to make any repair required to be made under the permit, they may be made by the Commissioner of Highways of the Town of Oyster Bay at the expense of the applicant and/or the owner and such expense shall be a lien prior to any other lien upon the land benefited by the use of the highway.
In addition, the issuing of additional permits to the applicant may be withheld until the required repairs are made and approved by the Commissioner of Highways.
 - C. The Commissioner of Highways may revoke this permit upon failure to comply with any part of the terms and conditions hereof.
 - D. **Penalties:** One Hundred (\$100.00) Dollars for each offense, pursuant to Section 7 of the Ordinance of the Town of Oyster Bay, dated November 18, 1952, as amended, and each offense constitutes disorderly conduct.
 - E. **Legal requirement:** Before you dig, call No Cuts 1 - 800 - 272-4480 for location of underground utilities. Contractor is responsible for receiving clearance from all utility companies servicing area prior to commencing excavation.
- T.O.B. Public Lighting Phone No. 677-5736 677-5813
Cablevision Phone No. 733-3221
Nassau County Sewer Dist. 571-4152
Water Districts: Contact your nearest Water District





an ACE Company

LICENSE AND/OR PERMIT BOND

Bond No: K09501654

KNOW ALL MEN BY THESE PRESENTS:

That we, ARCADIS OF NEW YORK, INC. as Principal and WESTCHESTER FIRE INSURANCE COMPANY, incorporated under the laws of the State of Pennsylvania, with principal office in Philadelphia, as Surety, are held and firmly bound unto TOWN OF OYSTER BAY HIGHWAY DEPT. as Obligee, in penal sum of \$ 10,000.00 Ten Thousand and 00/100, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for installation of permanent test wells at various locations in Bethpage, NY and the term of said license or permit is as indicated opposite the block checked below:

- Beginning the day of ; and ending the day of
X Continuous, beginning the 20th day of May, 2016.

WHEREAS, The Principal is required by law to file with TOWN OF OYSTER BAY HIGHWAY DEPT. a bond for the above indicated term and conditioned as hereinafter set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

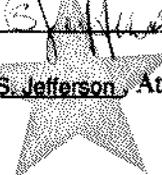
Signed, sealed and dated the 20th day of May, 2016.

Signature of Kayte Jo Gerwig (Witness) Kayte Jo Gerwig

ARCADIS OF NEW YORK, INC. By: Elizabeth Spada (SEAL) Elizabeth Spada (Principal) Secretary WESTCHESTER FIRE INSURANCE COMPANY

Signature of Nancy Thomas (Witness) Nancy Thomas

By: Mvisha S. Jefferson (SEAL) Mvisha S. Jefferson, Attorney-In-Fact



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise;
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of power provided for in such persons written appointment as such attorney-in-fact;
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the extent of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Anoop Chawla Adhikari, Dennis L. Williams, Jennifer Copeland, Lisa Ward, Lupe Tylor, Margaret Buboltz, Michael J Herrod, Myriah S Jefferson, Nancy Thomas, Stephanie Whittington, Vanessa Dominguez, Wendy Stockay, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Henry, Vice-President, has hereto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 20 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY

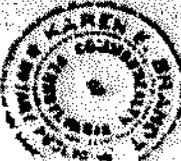


Signature of Stephen M. Henry, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 20 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Henry, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Signature of Karen E. Smock, Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 20th day of May, 2016



Signature of William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 20, 2017



CERTIFICATE OF ACKNOWLEDGMENT OF SURETY

State of Texas |

County of Harris |

Before me, the undersigned authority, on this day personally appeared, Myisha S. Jefferson known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of the Westchester Fire Insurance Company and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

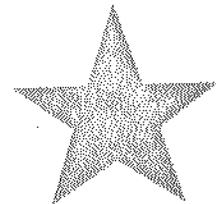
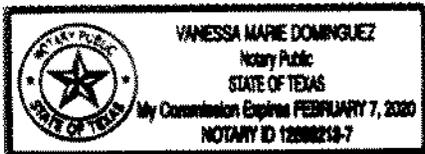
Given under my hand and seal of office this 20th day of May, 2016.

SEAL



Vanessa Marie Dominguez, Notary Public in and for
The State of TEXAS

My Commission expires: 02/07/2020





Traffic Control Plan/Site Traffic Awareness and Response Plan

Revision 8, 10/15/2015

1.0 General

Plan type	TCP
Project Name:	Northrop Grumman System Corporation
Project Number:	NY001496.2515
Developer Name:	Xuan Xu
Duration of Project (in hours or days):	60 days
Time Restrictions (Y/N, if Y describe below):	Y
Roadway Work Zone Start Point	See Work Description
Roadway Work Zone End Point	See Work Description
Posted Speed Limit (roadway)	NA
Number of Lanes (each direction)	1

Comments:

Duration of work (60 days) is approximate and may vary pending progress on each borehole. General work hours are from 7:00am to 5:00pm. Work day may be extended beyond 5:00pm as necessary to complete activities, but will be limited to the extent reasonable possible.

2.0 Work Description

Provide a brief description of scope of work:

ARCADIS will be installing remedial well RW-22 on rights-of-ways within the Town of Oyster Bay New York (Town). Equipment used at each location will include a drill rig, support trucks, a water truck, portable water containers, a pump rig, and a pump. The drill rig will be secured at the location, within the work zone, until the work is complete and will not be moved offsite overnight. Construction fence and yellow flashing lights will be used around the work zone overnight.

At RW-22, the work zone will be located within the powerline easement area east of Broadway. The work zone will begin approximately 80 feet east of Broadway and extend approximately 100 feet east along the northern side of the access road within the easement. Work zone will be on the grass area and will not interfere with traffic on the access road.

Due to the complexity of underground utilities at these locations, 5ft hand clear will be performed to determine final drilling location. Once the recovery well is installed, a separate crew will develop and sample the wells.

3.0 Type and Duration

Work locations on this project will be: **Long term work (>8 hours per location)**

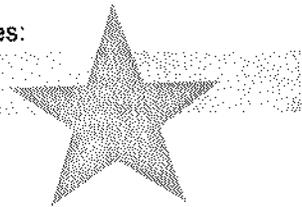
Roadway work will be performed: **Greenway**

Special traffic conditions may include (select most prevalent): **Construction equipment**

4.0 Traffic Control Layout, Number of Devices Required and Phasing

The following traffic control configuration in the Field Guide to RWZ Safety applies:

Section 6.13 Atypical Traffic Control (DOT Facts-301u)



The following pedestrian requirements in the Field Guide to RWZ Safety applies:

All ARCADIS vehicles in a RWZ will, at a minimum, have a functioning high intensity strobe or rotating orange light. All ARCADIS employees in the RWZ will wear, at a minimum, a retroreflective high visibility vest meeting Class II or III requirements and other PPE required by JSA or HASP. Don't leave vehicle doors open. Do not park within 25 ft of the rear or front of parked large vehicles/construction equipment.

Select the traffic control devices to be used and enter number each required:

Check all that apply:	Wording or Pictogram	Number:	TCP Phasing:
<input checked="" type="checkbox"/> Warning signs	Road Work Ahead	See attached layout	1) Deploy warning signs at first approach, if required 2) Deploy subsequent approach warning signs, if required 3) Deploy channeling devices, if required, starting with first approach 4) Deploy "End Road Work" signs, if required 5) Position vehicle as shield to the extent practical 6) Commence work, SSO or designated contractor to maintain devices 7) Remove devices in reverse order
<input checked="" type="checkbox"/> Warning signs	End Road Work	See attached layout	
<input type="checkbox"/> Warning signs		See attached layout	
<input type="checkbox"/> Stop/Slow paddle			
<input type="checkbox"/> Red flag			
<input type="checkbox"/> Drums			
<input type="checkbox"/> Channelizer cone (42 inch height, 10 lb base)			
<input type="checkbox"/> Channelizer cone (42 inch height, 30 lb base)			
<input checked="" type="checkbox"/> Traffic cones (≥ 18 inches tall)		20	
<input type="checkbox"/> Barricade <input type="checkbox"/> Type I <input type="checkbox"/> Type II			
<input type="checkbox"/> Flags for cones			
<input type="checkbox"/> Lights (for night work)			
<input checked="" type="checkbox"/> Plastic fencing (rolls)		as needed	
<input checked="" type="checkbox"/> Caution tape (rolls)		as needed	
<input checked="" type="checkbox"/> Other (specify):			
	Solar Warning Lights	as needed	

5.0 Approvals

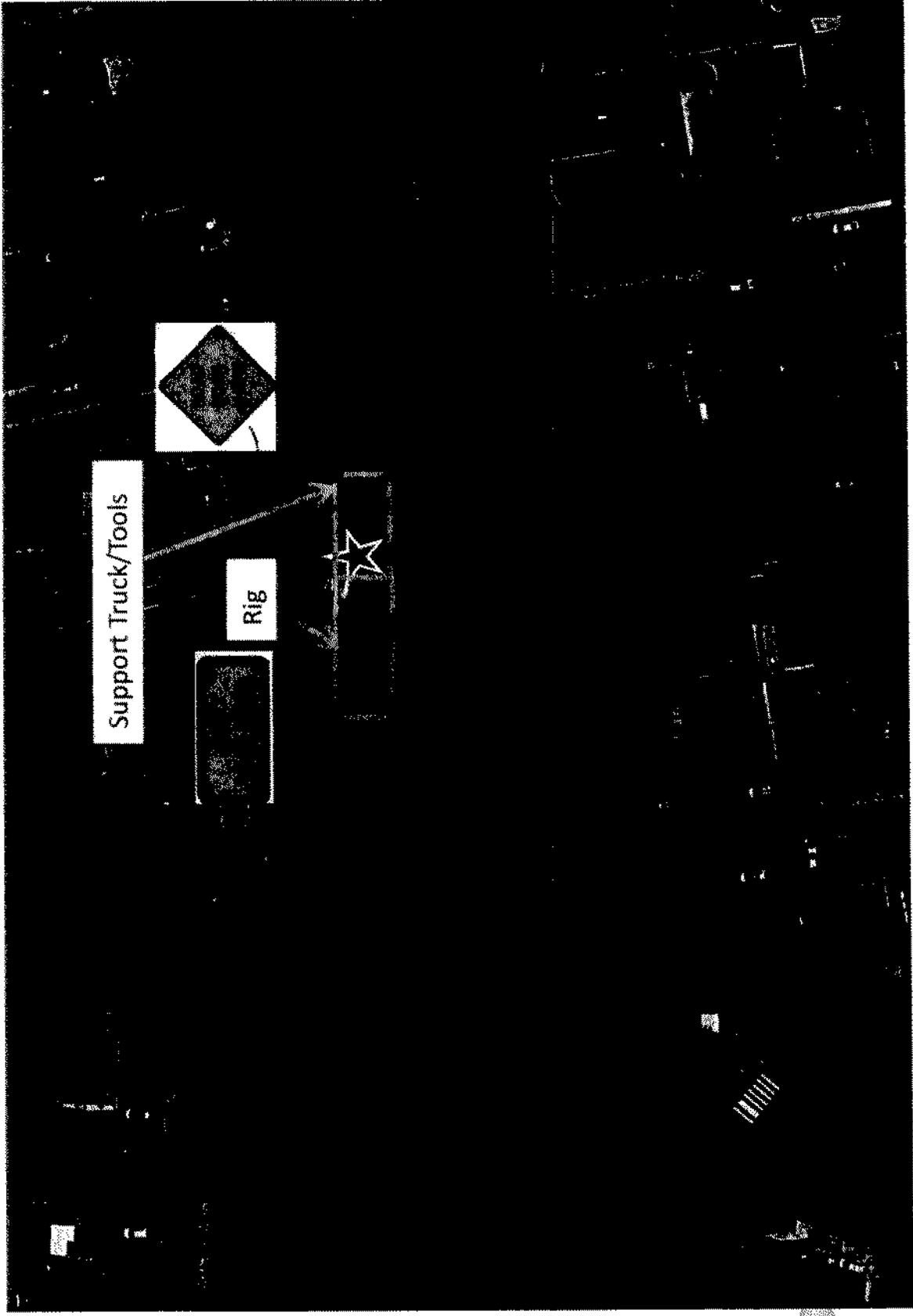
Plan Developer: Xuan Xu

HASP Reviewer Carlo San Giovanni

Engineering Judgment Review By: Justin Maderia



RW-22 Layout of Traffic Control Signs



- Approximate extend of work zone
- Channelizer Cones. Cone spacing on road side is 25ft or less apart



Subject:
Notice of Local Resident Meeting,
Northrop Grumman RW-21 Area Groundwater Well Drilling Program,
Bethpage, New York

Dear Sir/Madam:

Arcadis has been retained by Northrop Grumman to provide notification of an upcoming Local Resident Meeting. This Local Resident Meeting will describe the RW-21 Area Groundwater Well Drilling Program that will be initiated in your area in the next few weeks.

The Meeting schedule is as follows:

Date: June 21, 2016

Time: 7:00 p.m. to 9.00 p.m.

**Location: Bethpage Senior Community Center
103 Grumman Road West, Bethpage, NY 11714**

Representatives of the New York State Department of Environmental Conservation, the New York State Department of Health, the Nassau County Department of Health, as well as Northrop Grumman and Arcadis will be available at this meeting to answer questions. The enclosed fact sheet provides more information on this upcoming meeting.

Sincerely,

Arcadis of New York, Inc.



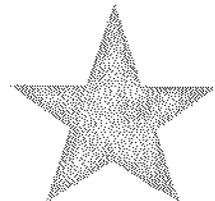
Carlo San Giovanni
Project Manager

Enclosures: Project Fact Sheet

Arcadis of New York, Inc.
Two Huntington Quadrangle
Suite 1S10
Melville
New York 11747
Tel 631 249 7600
Fax 631 249 7610
www.arcadis.com

ENVIRONMENT

Date:
June 13, 2016



UPDATED FACT SHEET
GROUNDWATER INVESTIGATION AND
WELL DRILLING (RW-21 AREA)
Bethpage, New York

NORTHROP GRUMMAN

THIS FACT SHEET summarizes key information about the planned drilling and sampling of four temporary borings (used to collect soil and groundwater samples), three remedial wells (used to clean up the groundwater), and four permanent groundwater monitoring wells (used to monitor groundwater levels and quality over time) in your neighborhood as part of the groundwater cleanup south of the Bethpage Community Park. These activities will be performed by a consultant (Arcadis of New York, Inc.) and their subcontractors on behalf of Northrop Grumman. The work will be performed under the oversight of the New York State Department of Environmental Conservation (NYSDEC) and in compliance with methods approved by the NYSDEC. Adherence to a written health and safety plan will ensure the security and safety of residents and workers during the field activities.

THE PLANNED WORK will include the following activities:

1. Underground utilities will be located and marked out and a drilling rig will be set up at the proposed drilling locations.
2. Temporary borings will be drilled to collect soil and groundwater samples so that permanent monitoring and remedial wells can be properly located and designed.
3. Groundwater wells will be installed and groundwater quality samples collected. The monitoring and remedial wells will be flush with the ground surface and not generally noticeable.
4. At the same time the remedial wells are installed, a trench will be excavated and a portion of the pipe that will connect each well to the treatment plant will be installed. Additionally, a vault will be installed around each remedial well.
5. The drilling sites will be restored and waste materials removed.

Equipment used at each location will include: drilling rig, support trucks, portable water containers, pumps, and well construction materials. The drilling rigs will be secured at the drilling sites and cannot be moved until the drilling is completed. Soil, water, and other materials produced by the work will be transported daily from the work sites for disposal.

Borings and groundwater wells will be located on Town of Oyster Bay rights-of-way. The work is targeted to start in mid-July 2016 and is expected to be completed by early 2017. Drilling and well installation at a particular location will usually take place Monday to Friday from 7 a.m. to 5 p.m. and will take approximately 6 to 8 weeks to complete per location.

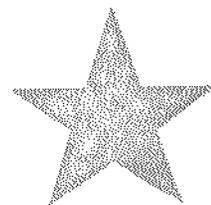
QUESTIONS OR COMMENTS? If you have any questions or experience any problems as a result of this work, please contact Northrop Grumman using the information provided below.

Ms. Dianne Baumert-Moyik

Communications, Northrop Grumman

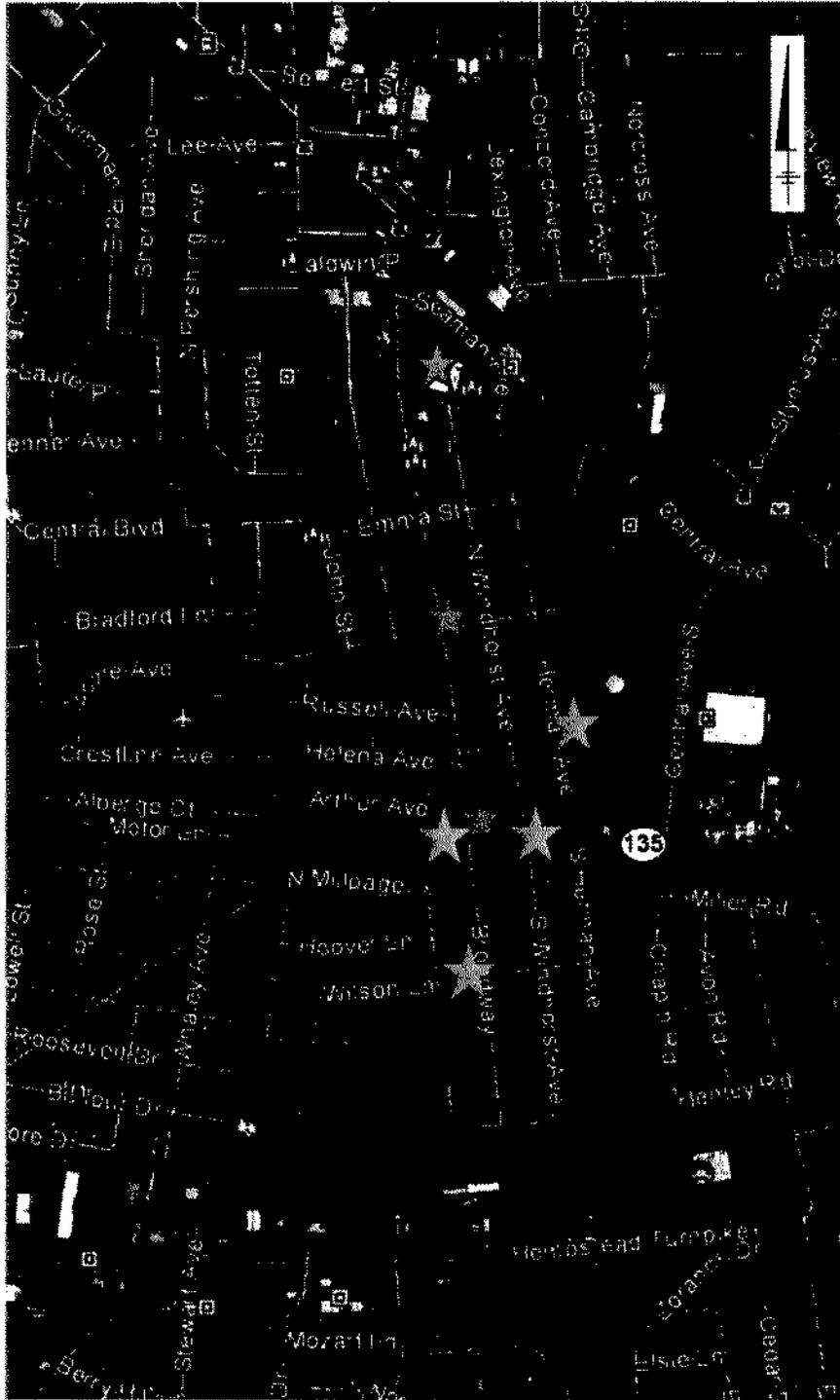
Cell Phone: (516) 754-2645

E-mail: Dianne.Baumert-Moyik@ngc.com



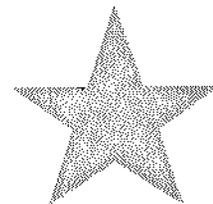
Attachment 3

Delineation of Area of Public Notification Mailing



- ★ Remedial Well
- ★ Monitoring Well

0 1000'
APPROXIMATE SCALE IN FEET



26

434

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

July 21, 2016

TO: MEMORANDUM DOCKET
FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT
SUBJECT: ACCESS TO TOWN OF OYSTER BAY RIGHT-OF-WAY FOR INSTALLATION OF
ONE PERMANENT REMEDIAL WELL (RW-22)

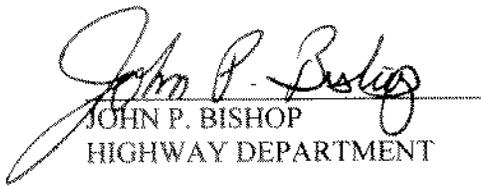
SUPPLEMENTAL MEMO TO FOLLOW

APPLICANT: Arcadis of New York, Inc.
(on behalf of Northrop Grumman Corporation, NGC)
Two Huntington Quadrangle, Suite 1S10
Melville, NY 11747

SITE LOCATIONS: One Location in Bethpage, for the installation of one remedial well

It is requested that a space be reserved on the agenda for the Town Board meeting of August 9, 2016 for a resolution to approve an access agreement in regard to the above referenced proposed project.

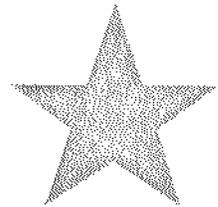
Upon the receipt of all required information from the applicant, the Department of Highways will submit a supplemental memo regarding this matter.


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/RAC

C: Office of the Town Attorney (19)
John Bellock, Comptroller's Office
Richard A. Carozza, Permit Section

RECEIVED
LEGISLATIVE AFFAIRS
TOWN OF OYSTER BAY
JUL 21 2016



WHEREAS, by Resolution No. 671-2012, adopted on August 14, 2012, the Town Board authorized the Supervisor to enter into a two (2) year contract with four (4), two (2) year, extension options with HPP Rinx Inc., d/b/a The Rinx, to provide recreational ice hockey, a figure skating school and ancillary services at the Town of Oyster Bay Ice Skating Center at Bethpage, New York, and outdoor facilities for the Department of Parks, for the period from September 1, 2012 through August 31, 2014, and Resolution No. 28-2015, adopted on January 20, 2015, authorized the first two (2) year extension from September 1, 2014 through August 31, 2016; and

WHEREAS, Thomas J. Palamara, Executive Vice President of HPP Rinx Inc., d/b/a The Rinx, has requested to extend the Agreement hereinabove referenced, for an additional two (2) years from September 1, 2016 through August 31, 2018;

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memoranda dated July 21, 2016 and July 28, 2016, requested the Town Board to authorize the Supervisor to exercise the second extension option of said agreement, from September 1, 2016 through August 31, 2018,

NOW, THEREFORE BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor is hereby authorized to exercise the second extension option of the agreement with HPP Rinx Inc., d/b/a The Rinx, to provide recreational ice hockey, a figure skating school and ancillary services at the Town of Oyster Bay Ice Skating Center and outdoor facilities for the Department of Parks, from September 1, 2016 through August 31, 2018.

-#-

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

7/25
Reviewed By
Office of Town Attorney

435

6

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: Frank A. Nocerino, Commissioner
Department of Parks

DATE: July 28, 2016

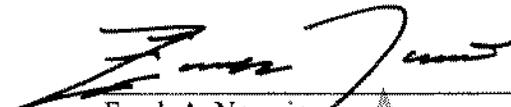
SUBJECT: SUPPLEMENTAL MEMO TO DOCKET OF JULY 26, 2016, ITEM # 7
CONTRACT EXTENSION HPP RINX INC., d/b/a The Rinx

Pursuant to Resolution No. 671-2012, dated August 14, 2012, the Town Board authorized the Supervisor to enter into a two (2) year contract with four (4), two (2) year, extension options with HPP Rinx Inc., d/b/a The Rinx. The purpose of this agreement is to provide recreational ice hockey, a figure skating school and ancillary services at the Town of Oyster Bay Ice Skating Center and outdoor facilities for the Department of Parks. Town Board Resolution 28-2015, dated January 20, 2015 authorized the first contract extension effective September 1, 2014 through August 31, 2016 under the terms and conditions of the current agreement.

By letter dated June 21, 2016, (attached) Thomas J. Palamara, Executive Vice President of HPP Rinx Inc., d/b/a The Rinx has requested to extend said agreement for an additional two (2) years from September 1, 2016 through August 31st, 2018, under the terms and conditions of the current agreement.

HPP Rinx, Inc. d/b/a The Rinx has successfully provided ice hockey, skating and related services to the Town of Oyster Bay, Department of Parks. At this time the vendor is current in its monetary obligation to the Town of Oyster Bay. It is the determination of this department that the Town would benefit from the continuity of this service, if the Town were to exercise the second of its four (4) two (2) year options.

It is recommended that the Town Board authorize the Supervisor to exercise the contract provision to extend the contract for the second two (2) year option of the agreement under the same conditions as the current contract between with HPP Rinx Inc. d/b/a The Rinx and the Town of Oyster Bay effective September 1, 2016 through August 31, 2018.



Frank A. Nocerino
Commissioner



FAN:GB:ca
Attachment
cc: Town Attorney (original with 19 copies)

RESOLUTION NO. 671-2012

Meeting of August 14, 2012

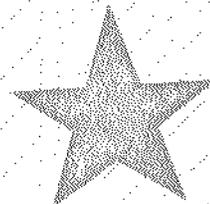
WHEREAS, James M. Byrne, P.E., Commissioner of Parks, and Kevin P. Conologue, Deputy Commissioner of the Department of Parks, by memoranda dated July 10, 2012 and July 16, 2012, recommend that the Supervisor be authorized to enter into a Contract with The Rinx, 660 Terry Road, Hauppauge, New York 11788, for an ice hockey and figure skating school, for the period from September 1, 2012 through August 31, 2014, with an option for four (4) two (2) year extensions.

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Supervisor is hereby authorized to enter into a Contract with The Rinx, 660 Terry Road, Hauppauge, New York 11788, for an ice hockey and figure skating school, for the period from September 1, 2012 through August 31, 2014, with an option for four (4) two (2) year extensions.

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
Councilwoman Faughnan	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Parks



Meeting of January 20, 2015

RESOLUTION NO. 28-2015

WHEREAS, by Resolution No. 671-2012, adopted on August 14, 2012, this Town Board authorized the Supervisor to enter into a two (2) year Contract with The Rinx, 660 Terry Road, Hauppauge, New York 11788, to provide recreational ice hockey, a figure skating school and ancillary services at the Town of Oyster Bay Ice Skating Center and outdoor facilities for the Department of Parks, for the period from September 1, 2012 through August 31, 2014, with an option for four (4) two (2) year extensions; and

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, and George Baptista, Jr., Deputy Commissioner of the Department of Parks, by memorandum dated January 6, 2015, recommend that the Town Board exercise the first two (2) year extension of said Contract under the same conditions as the current Contract, nunc pro tunc from September 1, 2014 through August 31, 2016.

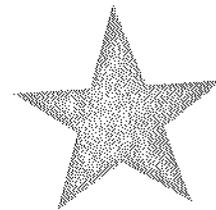
NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and Town Board authorization is given for the first two (2) year extension of the aforementioned Contract, under the same conditions as the current contract, nunc pro tunc from September 1, 2014 through August 31, 2016.

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
Walter D. Calogero



THE RINX

June 21, 2016

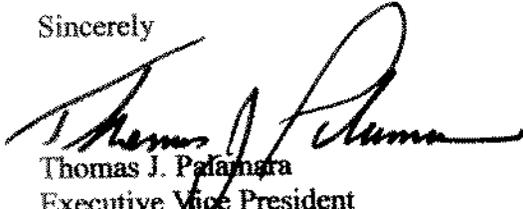
Andrew Rothstein
Director of Operations
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

Dear Mr. Rothstein,

Please use this letter as our request to extend the August 2012 agreement with the Town for an additional two years per section 38. Please let me know what the next steps are, if any, to move forward.

Thank you for your assistance in this matter.

Sincerely



Thomas J. Palamara
Executive Vice President
HPP Rinx Inc.

Hidden Pond Park • 660 Terry Road • Hauppauge, NY 11788 • (631) 232-3222
www.therinx.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
7/29/2018

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

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

PRODUCER Commercial Lines - 800-990-7465 (CA DOI # 0G13581) Safeshold Special Risk, Inc. 230 Commerce Way, Suite 230 Portsmouth, NH 03801	CONTACT NAME: Lori Potter PHONE (A/C No. Ext.): 603-559-1360 FAX (A/C. No.): 855-529-7884 E-MAIL ADDRESS: lori.potter@safeshold.com INSURER(S) AFFORDING COVERAGE INSURER A: NOVA Casualty Company NAIC # 42552 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	---

COVERAGES **CERTIFICATE NUMBER: 10729330** **REVISION NUMBER: See below**

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. INSR	INSR	W/O	POLICY NUMBER	POLICY EFF. (MMDDYYYY)	POLICY EXP. (MMDDYYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:				WSI-CL-0010111-2	09/27/2015	09/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (EA OCCUR) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY							EACH OCCURRENCE \$ AGGREGATE \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N	N/A	WSI-WK-0010024-5	09/27/2015	09/27/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as Additional Insured where required by written contract per attached General Liability Extra Endorsement - AGL01350408 solely as respects their interest in the Named Insured's management of the ice arena located at 1001 Stewart Ave., Bethpage, NY.

CERTIFICATE HOLDER Town of Oyster Bay Town Hall Audrey Ave. Oyster Bay, NY 11771	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
--	--

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ACORD 25 (2016/03)

(This certificate replaces certificate # 10717063 issued on 7/29/2018)

Reviewed By
Office of Town Attorney
M. A. Lopez

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. EXTENDED PROPERTY DAMAGE

It is agreed that SECTION I – COVERAGE A., paragraph 2. Exclusions a. Expected or Intended is deleted and replaced by the following:

- a. **Extended Property Damage**
 "Bodily Injury" or "Property Damage" expected or Intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. PROPERTY SOLD OR ABANDONED BY YOU

It is agreed that SECTION I – COVERAGE A. paragraph 2. Exclusion j.(2) is deleted and replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

3. NON OWNED WATERCRAFT

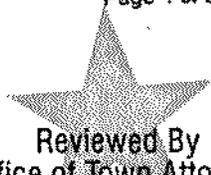
It is agreed that SECTION I – COVERAGE A. paragraph 2. Exclusion g.(2) is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge;
 This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.
 This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

4. DAMAGE TO PREMISES RENTED TO YOU

a. It is agreed that SECTION I – COVERAGE A. the last paragraph of 2. Exclusions is deleted and replaced by the following:

- Exclusions c. through n. does not apply to:
 - (1) damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; and
 - (2) damage caused by a resident;
 - to premises while rented to you or temporarily occupied by you with the permission of the owner.
- b. It is agreed that paragraph 6. of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:
 - 5. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under COVERAGE A for damages because of "property damage":
 - a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; and
 - b. caused by a resident;
 - to premises, rented to you or temporarily occupied by you with the permission of the owner.


 Reviewed By
 Office of Town Attorney
Walter H. Almy

5. BROAD NAMED INSURED

It is agreed that **SECTION II - WHO IS AN INSURED** is amended to include the following:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

6. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs 2.a. and 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** apply only when the "occurrence", offense, claim, or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member if you are a partnership or joint venture;
- c. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us. Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision G. has actual knowledge.

7. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition 6. **Representations of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences" or offenses is unintentional.

8. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

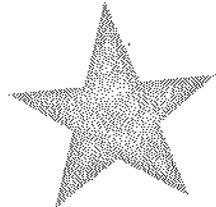
Condition 8. **Transfer of Rights of Recovery Against Others To Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by adding the following:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

9. ADDITIONAL INSURED**a. LESSOR OF LEASED EQUIPMENT**

- I. **SECTION II - WHO IS AN INSURED** is amended to include as an additional Insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- II. With respect to the insurance afforded these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.



b. MANAGERS OR LESSORS OF PREMISES

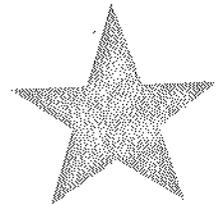
- i. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
- ii. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

c. VENDORS

- i. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- ii. The insurance afforded the vendor does not apply to:
- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or.
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-paragraphs 4. or 6.; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- iii. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.



d. OWNERS, LESSEES OR CONTRACTORS

- i. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- ii.** With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

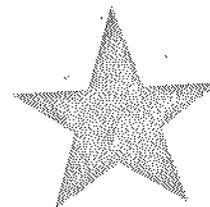
This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Bodily injury" or "property damage" occurring after:
 - (a) 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
 - (b) 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 for a principal as a part of the same project.

e. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

- (1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract, written agreement, or permit that is:
 - (a) currently in effect or becoming effective during the term of this policy; and
 - (b) executed prior to the "bodily injury", "property damage", "personal and advertising injury".
- (2) This insurance provided to the additional insured by this endorsement applies as follows:
 - (a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - (b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.



- (3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
- (a) 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 site 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 on or at the same project.
 - (b) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" caused by the rendering of or failure to render any professional services.
 - (4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

10. EXTENDED DEFINITION OF "BODILY INJURY"

The definition of "bodily injury" in SECTION V – DEFINITIONS paragraph 3, is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

11. EXTENDED DEFINITION OF "PERSONAL AND ADVERTISING INJURY"

The definition of "personal and advertising injury" in SECTION V – DEFINITIONS paragraph 14, is amended to include the additional offense of abuse of process.



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

This Agreement is made this 27th day of July 2016, by HPP Rinx Incorporated (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 September 1, 2016 through August 31, 2018.

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:

HPP Rinx Inc.

Address of Organization:

660 Terry Road

Hauppauge NY, 11778

By:

Thomas J. Peluso
Authorized Representative

Title: Executive Vice- President

Telephone Number: (631) 232-3222

Reviewed By
Office of Town Attorney

Mark A. Almy

7
Frank A. Nocerino
Commissioner



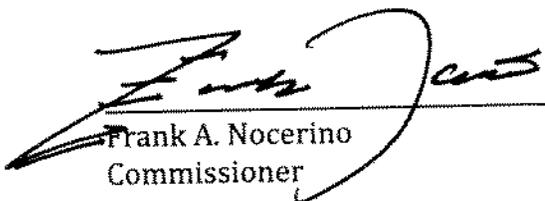
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George Baptista, Jr.
Deputy Commissioner
Michael J. Schwalje
Deputy Commissioner

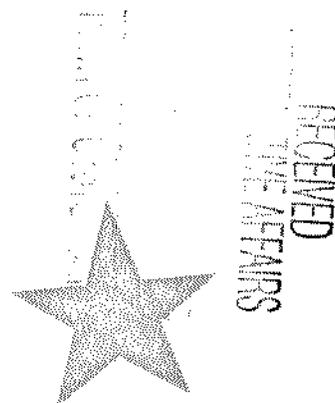
Town of Oyster Bay
Department of Parks
Inter-Departmental Memo

TO: Memorandum Docket
FROM: Frank A. Nocerino, Commissioner
Department of Parks
DATE: July 21, 2016
SUBJECT: Contract Extension - HPP Rinx Incorporated

The Department of Parks will submit a formal recommendation for the extension 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 August 9, 2016.


Frank A. Nocerino
Commissioner

FAN:GB:ca
cc: Town Attorney (+19 Copies)




Reviewed By
Office of Town Attorney


WHEREAS, KRE BROADWAY OWNER, LLC, fee owner, has petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit to permit a fast food restaurant with drive-thru service in a General Business ("GB") Zone in a new building, approximately 1,975 square feet in size, as an out parcel at the Broadway Mall Shopping Center, located on the west side of Broadway (a/k/a Route 106/107), Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381 on the Land and Tax Map of Nassau County; and

WHEREAS, KRE BROADWAY OWNER, LLC, fee owner, has also petitioned the Town Board for a Special Use Permit to permit an active recreation use with game room in a General Business ("GB") Zone, approximately 49,223 square feet in size, within the existing enclosed mall, at the Broadway Mall Shopping Center, located on the west side of Broadway (a/k/a Route 106/107), Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381 on the Land and Tax Map of Nassau County; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its "Review of Action and Determination of Significance", regarding the environmental impacts contemplated by said Petitions; and

WHEREAS, the "Review of Action and Determination of Significance" was duly made in the Town Environmental Quality Review Division's report dated July 29, 2016, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petitions and recommending that the conclusions contained therein be accepted, and that same be deemed to constitute a Negative Declaration, indicating that the proposed actions would not cause significant impacts upon the environment and recommended, accordingly, that the Town Board issue a Negative Declaration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of KRE BROADWAY OWNER, LLC, fee owner, for a Special Use Permit to permit a fast food restaurant with drive-thru service in a General Business ("GB") Zone in a new building, approximately 1,975 square feet in size, as an out parcel at the Broadway Mall Shopping Center, located on the west side of Broadway (a/k/a Route 106/107), Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381 on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of KRE BROADWY OWNER, LLC, fee owner, for a Special Use Permit to permit an active recreation use with game room in a General Business ("GB") Zone, approximately 49,223 square feet in size, within the existing enclosed mall, at the Broadway Mall Shopping Center, located on the west side of Broadway (a/k/a Route 106/107), Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block-D, Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381 on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Department of Environmental Resources is hereby directed to circulate and file the Negative Declarations in accordance with the requirements of the New York State Environmental Quality Review Act ("SEQRA").

-#-

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 2
Town Attorney
Comptroller (2)
Planning & Development
Environmental Resources

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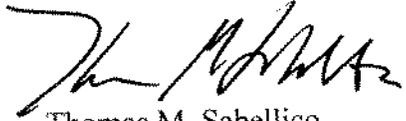
Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: August 1, 2016
SUBJECT: Petition of KRE Broadway Owner, LLC, Fee Owner
for Special Use Permit for a Fast Food Restaurant (Starbucks)
and for Special Use Permit for an Active Recreation Use with Game Room
Broadway Mall Shopping Center
Section 11, Block D Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289,
1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381.
Supplemental to Memorandum Docket Item No. 30 of July 26, 2016

Attached hereto is the Memorandum of Neil O. Bergin, Commissioner of the Department of Environmental Resources, recommending that the Town Board should adopt Negative Declarations with respect to the above-referenced applications.

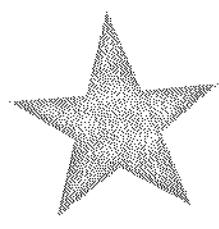
In the event that the Town Board accepts the recommendation of the Department of Environmental Resources, the attached proposed resolution is submitted for its approval. We hereby request that this matter be scheduled for the August 9, 2016 action calendar.

LEONARD GENOVA
TOWN ATTORNEY



Thomas M. Sabellico
Special Counsel

TMS:st
Enclosure



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

July 29, 2016

TO: LEONARD GENOVA, TOWN ATTORNEY
ATT: CAROL STRAFFORD, DIRECTOR, LEGISLATIVE AFFAIRS
FROM: NEIL BERGIN, COMMISSIONER, DEPARTMENT OF ENVIRONMENTAL RESOURCES
SUBJECT: APPLICATIONS OF KRE BROADWAY OWNER, LLC FOR SPECIAL USE PERMITS AND SITE PLAN APPROVAL FOR ACTIVE RECREATIONAL USE WITH GAME ROOM (ROUND 1 BOWLING & AMUSEMENT CENTER) AND FAST FOOD RESTAURANT WITH DRIVE-THROUGH WINDOW (STARBUCKS), BROADWAY MALL, NORTH BROADWAY, HICKSVILLE; SECTION 11, BLOCK D, LOTS 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375 AND 1381

Pursuant to the provisions of the Town of Oyster Bay Environmental Quality Review (TEQR) Law, Chapter 110 of the Code of the Town of Oyster Bay, and the promulgating regulations of the State Environmental Quality Review Act (SEQRA), 6 NYCRR Part 617, the Department of Environmental Resources has completed its review of the above captioned proposed action.

Based on our review, the Department of Environmental Resources believes that the adoption of a Negative Declaration would be appropriate for the subject proposed action. Accordingly, we have prepared the attached proposed draft Negative Declaration memo/notice for consideration by the Town Board.

If the Town Board proceeds with the adoption of a Negative Declaration for this proposed action, the Department of Environmental Resources will finalize the attached document - including any revisions that may be necessary at the direction of the Town Board, as well as including the date of the Town Board's adopting Resolution on the final memo/notice - and we will then forward same for distribution and filing in accordance with the requirements of SEQRA.

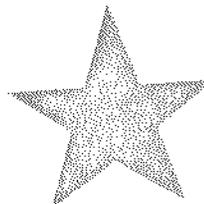
The Town Board Resolution adopting a Negative Declaration can make reference to the detailed information contained in the attached proposed memo/notice.

Please do not hesitate to let us know if you have any questions.


NEIL O. BERGIN
COMMISSIONER
ENVIRONMENTAL RESOURCES

Attachment

c: w/ Attachment
Thomas Sabellico, Special Counsel, Office of the Town Attorney
File: Hicksville / Broadway Mall / Round 1 and Starbucks



**TOWN BOARD
TOWN OF OYSTER BAY
DRAFT
REVIEW OF ACTION AND
DETERMINATION OF SIGNIFICANCE
(NEGATIVE DECLARATION)**

July 29, 2016

Pursuant to the provisions of the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law, SEQRA, as promulgated in the regulations contained in 6 NYCRR Part 617) and the Town of Oyster Bay Environmental Quality Review (EQR) Law (Chapter 110 of the Oyster Bay Town Code), the Town Board of the Town of Oyster Bay has reviewed the following action:

- **Applicant:** KRE Broadway Owner, LLC
- **Title of Project:** Round 1 Bowling & Amusement Center and Starbucks Coffee
- **Description of Proposed Action:** The proposed action includes the following three main components:
 - a. construction of a 49,223-square foot two-story Round 1 Bowling & Amusement Center (with bowling, billiards, karaoke, ping pong, food service, office space, rest rooms, employee break room, and mechanical space occupying 30,000 square feet on the first floor and an arcade occupying 19,191 square feet on the second floor) to replace existing retail space near the northwest corner of the main Mall building;
 - b. construction of a 1,650-square foot Starbucks restaurant with drive-through window service to replace a 738-square foot vacant bank building on a pad site on the east side of the Mall property, fronting on North Broadway, directly south of the Mall's main egress driveway (which is south of the pad site previously approved for a Chick-Fil-E restaurant); and
 - c. demolition of a 5,019-square foot vacant Bellini building, previously occupied by a bank on the south side of the main Mall building (adjacent to Macy's), and construction of additional at-grade parking in this area.

Components "a" and "b" entail two distinct applications for Special Use Permits, each of which the Town Board will evaluate and decide upon based on its own merit. However, for the purposes of SEQRA, both of these applications, along with the building demolition and parking lot modification comprising Component "c", are being considered together because they are being proposed concurrently on the same site as part of a single site plan application. In this way, the cumulative impacts of all three components can be considered together in a single Determination of Significance, consistent with the relevant regulatory provisions, at 6 NYCRR §617.3(g), which specify that segmented review is contrary to the intent of SEQRA.

The applicant is proposing the following hours of operation:

- Starbucks – 5 a.m. to 10 p.m. daily
- Round 1 – 10 a.m. to midnight on weekdays; and 10 a.m. to 1 a.m. on weekends (modified from the applicant's originally proposed closing time of 2 a.m. daily)

At present, the subject property contains 4,838 on-site parking stalls (including 281 land-banked stalls), which represents an 89-stall surplus in reference to the 4,749-stall parking requirement under



approvals currently in-place. The proposed site plan will result in a net increase in on-site parking capacity to 4,894 spaces; however, the addition of the proposed new facilities will increase the parking requirement to 5,079 spaces under the Zoning Code, thereby necessitating the issuance of a variance for a 185-stall (3.6 percent) parking deficit. According to the applicant's submissions to the Town, no other variances are required in connection with the proposed action.

At the request of community representatives, Starbucks has agreed to forego wine and beer sales at the proposed facility. Starbucks recently has begun to provide such service at some of its locations in an effort to increase business activity later in the day, but has decided not to include these items on the menu at the subject site.

• **Other Possible Approvals Required:**

- Nassau County Department of Health – sanitary sewer connection; food service permit
- Nassau County Department of Public Works – sanitary sewer connection
- Nassau County Planning Commission – 239m referral and recommendation
- New York State Department of Transportation (NYSDOT) – highway work permit, possibly including modifications related to relocating the Mall's southeast access point, create a new intersection on Newbridge Road approximately 250 feet to the north of the existing access point at the Newbridge Road-William Street/James Street intersection

- **Location of Proposed Action:** Broadway Mall, Hicksville, Town of Oyster Bay, State of New York, and further identified as Section 11, Block Lots 1237, 1260, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1365, 1374, 1375 and 1376 on the Land and Tax Map of Nassau County.

- **SEQRA Classification:** Low Impact

- **Type of Review:** Uncoordinated

- **Lead Agency:** Not applicable

- **Contact Person:** Town of Oyster Bay Department of Environmental Resources
15 Miller Place
Syosset, NY 11791
Attention: John Elsworth; telephone: (516) 677-5824

- **Documents Reviewed:**

Overall Proposed Action

- New York State Short Environmental Assessment Form (EAF) Part 1 and Town of Oyster Bay Addendum to the Short EAF (Addendum), dated 12/4/2015, including supplemental information provided in a series of follow-up submissions from the applicant;
- *300' Radius Map* (Sheet RM-1), prepared by Bohler Engineering and Joseph A. Deal, as revised 10/26/2015;
- *Property Owners & Zoning*, (Sheet RM-2), prepared by Bohler Engineering and Joseph A. Deal, as revised 10/26/2015;
- *Overall Site Plan* (Sheet OVL-1), prepared by Bohler Engineering and Joseph A. Deal, dated 11/6/2015;
- Property Survey (2 sheets), prepared by Millman National Land Services, as amended 2/7/2014;



- *Trip Generation Analysis*, prepared by Atlantic Traffic & Design Engineers (ATDE), as revised 3/2/2016;
- *Parking Utilization Analysis*, prepared by ATDE, as revised 3/2/2016;
- *Traffic Impact Study*, prepared by ATDE, dated July 11, 2016, submitted in follow up to meeting with NYSDOT on June 20, 2016;

Round 1

- Petition, prepared by Minerva & D'Agostino, P.C., dated 11/5/2015;
- *Overall Site Plan*, (Sheet RND-1), prepared by Bohler Engineering and Joseph A. Deal, dated 11/6/2015;
- *Floor Plan* (Sheets A 101 and A 102), prepared by Paradigm Design, dated 7/23/2015;
- Elevation Drawings, prepared by Paradigm Design, dated 9/16/2015;

Starbucks

- Petition, prepared by Minerva & D'Agostino, P.C., dated 10/1/2015;
- Site plan drawings prepared by Bohler Engineer and Joseph A. Deal, Professional Engineer, as revised 3/18/2016, including:
 - *Cover Sheet* (Sheet C-1),
 - *Overall Site Plan* (Sheet C-2),
 - *Removals Plan* (Sheet C-3),
 - *Partial Site Plan* (Sheet C-4),
 - *Grading & Drainage Plan* (Sheet C-5),
 - *Utility & Sanitary Plan* (Sheet C-6),
 - *Soil Erosion & Sediment Control Plan* (Sheet C-7),
 - *Landscape Plan* (Sheet C-8),
 - *Landscape Plan Notes* (Sheet C-9),
 - *Lighting Plan* (Sheet C-10), and
 - *Detail Sheet* (Sheet C-11).
- *Exterior Elevations with Signage*, (pages 7 and 8), prepared by Starbucks, undated;
- *Proposed Plans and Schedule of Work* (page 9), prepared by Starbucks, undated;
- *Enlarged Engine*, (page 10), prepared by Starbucks, undated;
- correspondence from Starbucks dated 5/5/2016 regarding the speaker system for the proposed Starbucks drive-through window;
- *Summary Report Starbucks Drive-Thru Noise Impact; Hicksville, NY*, prepared by Riedel Audio Acoustics, LLC, dated 5/10/2016; and
- Starbucks Traffic Issue, two letters submitted by ATDE, dated 5/4/2016 and 5/16/2016.

The environmental review of this application also included inspection of the subject premises and surrounding area.

Review of this application also took into consideration testimony at the public hearings before the Town Board on June 21, 2016, during which time concerns were expressed regarding a number of issues, including: security and public safety at and in the vicinity of the proposed Round 1 facility, particularly given the originally proposed 2 a.m. closing time; and traffic safety, primarily pertaining to existing conditions, rather than the potential impacts of the proposed facilities, at the Newbridge Road-James Street/William Street intersection at the southeast corner of the Mall. Certain other issues raised by the community – e.g., regarding potential noise impacts due to the operation of the speaker system for the proposed Starbucks drive-through service – were previously addressed as a result of resident meetings with the applicant.



REASONS SUPPORTING DETERMINATION OF NO SIGNIFICANCE AND ISSUANCE OF NEGATIVE DECLARATION

The Town Board of the Town of Oyster Bay has issued a **Negative Declaration**, establishing that the **proposed action will not cause significant environmental impacts**, based on review and analysis of the following environmental parameters relative to this matter:

Zoning and Land Use – The developed area of Broadway Mall is located in a General Business (GB) zoning district. The commercial uses which comprise the shopping center are permitted uses in the GB district; some uses, including the proposed recreational use and stand-alone fast-food restaurant with drive-through window, require the issuance of a Special Use Permit by the Town Board. A parcel being retained as open space in the southwest corner of the overall Mall property, which is designated for land-banked parking, is located in an R1-7 One-Family Residence district.

The overall Mall property is situated in an area of mixed uses and zoning districts, including the following:

- North Broadway, a multi-lane, divided New York State highway (Route 106/107) to the immediate east; and commercial uses along the east side of Broadway (including Sears Department Store and Automotive Center) in a GB district;
- A fast-food restaurant, grocery store, cigar shop and deli to the immediate north, along the west side of North Broadway, in a GB district; and a neighborhood of single-family residences along the remaining northerly property line of the subject premises, in an R1-7 district;
- multi-tenant strip stores further to the north, along the west side of North Broadway, in a GB district;
- a neighborhood of single-family residences, a recharge basin, and a public elementary school to the immediate west in an R1-7 district;
- a neighborhood of single-family residences to the immediate south and southwest, in an R1-7 district;
- commercial uses (including a nursery school, family care facility, professional services, and multi-tenant strip centers) in a Neighborhood Business (NB) district further to the south, along the north side of West John Street; and multi-tenant strip centers and a public storage facility beyond West John Street to the south, across West John Street, in a Central Business (CB) district; and
- car rental, vehicle repairs, and a U.S. Post Office further to the southwest, across West John Street, in a Light Industrial (LI) district.

The proposed Starbucks restaurant will occupy a pad site on the east side of the Mall property, fronting on North Broadway (NYS Route 106/107), in a location just south of the pad site previously approved for a Chick-Fil-A restaurant. The nearest residences are located to the south of the Mall property, at a distance of approximately 750 feet from the proposed Starbucks pad site. The main Mall building is situated between the proposed Starbucks location and the nearest residential neighbors adjoining the Mall property to the west.

The Round 1 Bowling & Amusement Center will occupy existing floor space on the westerly side the main Mall building. The front entrance of this facility will be situated at a distance of more than 400



feet across a parking lot from the nearest residential parcels adjoining the Mall's westerly property line, where a perimeter 20-foot vegetated strip and stockade fence is present for screening and buffering. Based on discussion during the Town Board hearing, the applicant has agreed to a closing time of midnight on weekdays and 1:00 a.m. on weekends, as opposed to its original request for a 2:00 a.m. closing time seven days a week. Additionally, in consideration of concerns regarding potential impacts with respect to nearby residents, the applicant has submitted an enhanced security plan to the Office of the Town Attorney by correspondence dated July 12, 2016, to be implemented in conjunction with the proposed action.

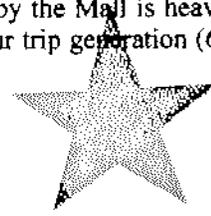
Based on the foregoing, it is concluded that the proposed action, including the mitigation measures identified, will not result in significant adverse impacts with respect to zoning and land use.

Traffic – The Mall property fronts on North Broadway (NYS Route 107), which is an arterial roadway under NYSDOT jurisdiction. North Broadway has three travel lanes in each direction, and additional turning lanes at intersections.

The Mall's access configuration includes the following: two right-turn-only, un-signalized driveways, one for ingress and one for egress, near the north end of the North Broadway frontage; two signalized driveways near the middle of the North Broadway frontage, one for ingress and one for egress; a signalized ingress-egress driveway at the southwest corner of the site, at West John Street, opposite the U.S. Post Office; and three un-signalized driveways along the easterly portion of the southerly property line, at William Street, Sackett Street and Wycott Street.

The applicant's transportation engineering consultant performed a trip generation analysis for the proposed new facilities (i.e., stand-alone 1,085-square-foot Starbucks on the east side of the Mall property; and interior renovation of 49,223 square feet of existing retail floor space on the west side of the main Mall building to house a Round 1 Bowling & Amusement Center), also considering the elimination of an existing 5,600 square foot vacant bank building to provide additional parking to the south of the main Mall building. This analysis, based on empirical data in the 9th edition of *Trip Generation* published by the Institute of Transportation Engineers, indicates that the proposed action will increase site-generated traffic by 35 two-way trips during the weekday morning peak hour (i.e., approximately one trip per two-way trip as compared to 648 existing site-generated AM peak-hour trips total), and will decrease site-generated traffic by 128 trips during the weekday afternoon peak hour (from 2,691 existing Mall-generated trips) and by 151 trips during the Saturday midday peak hour (from 722 existing trips). To provide for a more precise calculation, the analysis considered the specific uses being proposed (i.e., coffee/donut shop with drive-through service, bowling alley and multi-purpose recreation), rather than the net change in floor area of the generic "shopping center" category.

Community representatives had raised concerns in discussions with the applicant regarding the potential for project-generated traffic to impact the un-signalized intersection of Newbridge Road-William Street/Jamestown Street at the southeast corner of the Mall, particularly during the AM peak period when, it was surmised, commuters would use Starbucks' drive-through service while on route (via that intersection) to the train station. In response to these concerns, the applicant's transportation engineering consultant undertook a detailed analysis of the location in question. The results of this analysis indicate that there will be no exceedance of any of the warrants for traffic signalization set forth in the *Manual on Uniform Traffic Control Devices* published by the Federal Highway Administration, including accident rates, and traffic volumes during eight-hour, four-hour and peak-hour periods; according to the applicant's transportation engineering consultant, NYSDOT has concurred with this conclusion. The data further indicate that trip generation by the Mall is heavily skewed toward the PM peak hour (2,691 trips), with much lower AM peak-hour trip generation (643



trips), such that site-generated traffic volumes under the Build scenario at the Newbridge Road-William Street/James Street intersection will still be much lower during the AM peak than during the PM peak even with the additional traffic generated by the proposed Starbucks.

Although the analyses do not indicate the need for a traffic signal or any other mitigation measures at the Newbridge Road-William Street/James Street intersection related to the proposed project, the applicant, in consideration of the concerns expressed, has proposed closing off the Mall's William Street access point and creating a new, direct connection between the southeast corner of the Mall's perimeter roadway and Newbridge Road; only the single residence at the north end of William Street would continue to access Newbridge Road via William Street. The proposed new Mall driveway – which would have a more conventional configuration and improved sight lines as compared to the existing exit via William Street; and, thereby, would provide for enhanced traffic safety – is subject to NYSDOT review and approval. In furtherance to a meeting with NYSDOT on June 20, 2016, the applicant's transportation engineering consultant prepared for NYSDOT review a *Traffic Impact Study* which comprehensively examines all of the Mall's access connections to NYS 106/107, rather than limiting the analysis to the single intersection which was the focus of the community's concerns with respect to the instant application. NYSDOT, has jurisdiction over NYS Route 106/107 and is best situated and qualified to evaluate the *Traffic Impact Study*; and ultimately, based on its review, NYSDOT will determine what, if any, modifications should be made to the Mall's driveways along this roadway.

Based on the foregoing, it is concluded that the proposed action is subject to NYSDOT's review and determination as to whether any access modifications are appropriate or necessary with respect to the Mall's access driveway configuration, which will not result in significant adverse impacts with respect to traffic.

Parking – The applicant's transportation engineering consultant also performed a parking analysis for the proposed action. Under existing conditions (including the previously approved Chick-Fil-A restaurant), the parking requirement pursuant to the Zoning Code is 4,749 spaces, whereas 4,838 spaces are provided on the site (including 281 land-banked spaces), a surplus of 89 spaces. Development of the currently proposed facilities, combined with removal of the vacant bank building on the south side of the Mall will increase the required parking to 5,079 spaces, whereas 4,894 spaces will be provided on the proposed site plan (again, including 281 land-banked spaces), a deficit of 185 spaces (3.6 percent).

Field observations of parking demand were made in April 2015 (Friday and Saturday, the 17th and 18th, when the Mall's leasable space was 93 percent occupied) in connection with the previous application for a Chick-Fil-A restaurant and Blink Fitness Center, and additional observations were made during the week before Christmas 2015 (Friday and Saturday, December 18 and 19, when the Mall's leasable space was 92 percent occupied). Peak parking utilization observed during these surveys was 3,146 occupied spaces between 3:30 p.m. and 4:00 p.m. on 12/19/2015. The investigation points out that the previously approved Chick-Fil-A restaurant and Blink Fitness Center will result in a small decrease in required parking, so no adjustment was necessary to account for the parking demand associated with the development of those facilities.

The combined parking requirement under the Zoning Code for the proposed new facilities (Starbucks and Round 1 Bowling & Amusement Center) is 330 additional spaces. When this increase in utilization under the proposed action is combined with the peak parking occupancy (3,146 spaces) observed on the site during the 2015 surveys, the peak future demand is projected at 3,476 spaces, which is only 75 percent of the 4,613 constructed parking spaces (i.e., not including the 281 land-banked spaces) to be provided on the site under the proposed action.



A more refined analysis also was performed to evaluate parking demand in the sub-areas which are most conveniently located with respect to the proposed Round 1 facility (i.e., the outdoor lot area in the northwest corner of the Mall property and the tiered parking structure which is only a short distance from the Round 1 space via internal access through the main Mall building). This analysis indicates that there is sufficient available, localized capacity to accommodate the peak parking demand (late Saturday afternoon in December) that will be created by customers of the proposed Round 1 facility.

When considered separately, the applicant's submissions indicate that the proposed Starbucks requires 26 parking spaces pursuant to the standards in the Zoning Code. The site plan for this facility includes 28 on-site parking spaces, a surplus of two spaces.

The stacking lane for the drive-through window service for the proposed Starbucks has an eight-car capacity, which exceeds the minimum storage capacity of five cars specified in the Zoning Code. A separate aisle adjoining this stacking lane will allow vehicles to bypass the drive-through window and circulate freely, in a counterclockwise direction, around the east side of the pad site.

The applicant is in discussions with the Town regarding a possible agreement to make available the area of land-banked parking in the southwest corner of the Mall property for development as commuter parking, which would help to alleviate a persistent shortage of such parking. If an agreement is reached between the applicant and the Town, concurrence would be needed from the Mall's anchor tenants before this project could proceed, due to the applicant's contractual obligations.

Soils and Topography – The proposed action will result in the removal or alteration of the subject property, consisting of the demolition and removal of a 773-square foot bank building and construction of a 1,985-square foot Starbucks building at that location, and the removal of a 5,019-square foot bank building and installation of additional paved parking in that location; the remaining component of the proposed action (i.e., the 49,200-square foot Round 1 facility) involves the redevelopment of existing Mall floor area, which will not entail soil disturbance. These circumstances, along with the relatively level grade of the subject property, minimize the potential for the proposed construction to result in impacts with respect to soils and topography. A *Soil Erosion & Sediment Control Plan* has been prepared which specifies measures directed at mitigating any incidental erosion that may be associated with the development of the Starbucks pad site. The subject property is not expected to be susceptible to erosion after completion of the proposed construction.

Flora and Fauna – The subject property is fully developed and is situated in an area of fairly intense suburban development. Therefore, the site does not possess significant ecological resources.

Surface Waters – The subject property does not contain, nor lie in the immediate vicinity of, any surface water body. The proposed action will slightly decrease impervious surface coverage on the site – by replacing a small area of pavement with landscaping – and, therefore, does not entail potential impacts with respect to stormwater drainage.

Groundwater – The uses that will be constructed under the proposed action (i.e., indoor recreational facilities and a restaurant) do not involve the storage or use of hazardous materials or other activities that pose a significant threat for impacting groundwater resources.



Special Groundwater Protection Area (SGPA)/Critical Environmental Area (CEA) – The subject property is not located in or substantially contiguous to the SGPA or in any other area designated as a CEA by the Town of Oyster Bay.

Air Quality, Odors, Noise, and Lighting – The primary uses that will be constructed under the proposed action (i.e., indoor recreational facilities and a restaurant) do not involve activities that typically are associated with potentially significant impacts with respect to air quality, odors or noise.

The drive-through window lane for the proposed Starbucks includes a speaker system to allow communication between customers in their vehicles and employees in the building. According to information provided by the applicant, this speaker system will include "Automatic Volume Control", which allows the outgoing volume to be adjusted automatically based on ambient sound levels, thereby helping to mitigate potential noise impacts associated with the use of this equipment.

In order to address concerns raised by community representatives regarding potential noise impacts to neighboring residents due to operation of the speaker for Starbucks' proposed drive-through window, the applicant's engineering consultant conducted a "lock-up" test at the subject location on May 10, 2016 between 5 a.m. and 6 a.m. A test speaker was positioned at the ordering location in the queuing aisle as depicted on the *Site Plan*, and sound levels were recorded at various locations on the site for both ambient conditions and with the speaker in operation. The testing was performed under early morning conditions when ambient noise levels are relatively low, as compared to later in the day when ambient noise levels increase due to higher traffic volumes on North Broadway and other increases in human activity. According to the data results, sound from the proposed drive-through speaker system will not be discernable at the nearest residence to the north. Although these findings do not indicate the need for further mitigation, the applicant has agreed to install a noise abatement wall and additional shrubbery at the proposed speaker location to further buffer noise levels.

Any exterior lighting that is installed in association with the proposed facilities would be required to be of shielded design so as to minimize illumination impacts to neighboring properties and adjacent roadways.

Water Usage and Sewage Generation – The EAF indicates that the proposed action will increase water consumption at the subject location by approximately 3,600 gallons per day, based on Nassau County sewer design rates.

Wastewater generated by the proposed uses will be discharged to existing Nassau County sewer connections which serve the site. This sewage will be conveyed to the County's Cedar Creek facility on the south shore of the Town of Hempstead (hamlet of Wantagh) for treatment and effluent discharge to the Atlantic Ocean. Sewage typically is generated at about the same rate as water consumption.

Solid Waste Generation – The EAF indicates that the proposed action will increase solid waste generation at the subject location by approximately 3.5 tons per month, based on information available from www.CalRecycle.gov. Recycling is required in accordance with Town of Oyster Bay requirements.

Other Community Services – The proposed action involves commercial uses, which will generate school taxes without requiring any services from the Hicksville School District. The proposed uses (restaurant and indoor recreational facilities) are not expected to place a significant burden on other community services.



Aesthetic Resources – The proposed new facilities will be constructed with similar materials and design features as the existing facilities at Broadway Mall, ensuring aesthetic consistency. The proposed action involves a slight (0.2-acre) increase in the area of landscaping on the subject property, replacing existing areas of pavement and buildings, which will slightly enhance aesthetic conditions on the redeveloped portion of the site.

Historic and Archaeological Resources – The subject property does not contain historically significant resources. As the site is already fully developed, it lacks the characteristics which suggest the potential presence of significant archaeological resources.

Open Space and Recreation – The subject premises contain private commercial uses, which do not comprise public open space. The proposed Round 1 Bowling & Amusement Center will expand recreational opportunities available to local residents.

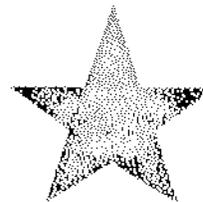
Energy – The subject property is currently connected to utilities. It is not expected that the proposed conversion of existing retail space to a recreational use and removal of an existing bank and construction of a new restaurant will significantly increase in energy consumption.

Public Health and Safety – The proposed uses (i.e., restaurant and recreational facilities) do not entail the types of activities that pose a significant potential public safety or health risk.

Community Growth and Character – The proposed development is consistent with the existing character of Broadway Mall and the adjacent North Broadway commercial corridor.

Mitigation – In addition to various mitigation measures incorporated into the subject site plan (e.g., buffering, screening, etc.), the following measures have been identified for inclusion in the proposed action so as to mitigate potential environmental impacts:

- Enhanced on-site security shall be provided in conjunction with the operation of the proposed Round 1 facility, as set forth in a plan submitted to the Office of the Town Attorney by correspondence dated July 17, 2016.
- The operating hours of the proposed facilities shall be: 5 a.m. to 11 p.m. daily for Starbucks; and 10 a.m. to midnight on weekdays and 10 a.m. to 1 a.m. on weekends for Round 1.
- The proposed Starbucks shall not serve wine or liquor.
- Subject to review and concurrence/approval by NYSDOT, the applicant shall fund roadway modifications at the southeast corner of the Mall, including: relocation of the Mall's southeast access point to create a new intersection on Newbridge Road approximately 250 feet to the north of the existing access point at the Newbridge Road/William Street/James Street intersection; and dead-ending the northerly end of James Street to prevent traffic flow between James Street and the Mall.
- The speaker system for the drive-through window lane for the proposed Starbucks shall be equipped with "Automatic Volume Control" to allow the outgoing sound volume to be adjusted automatically based on ambient sound levels, thereby helping to mitigate potential noise impacts associated with the use of this equipment.



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

July 29, 2016

TO: LEONARD GENOVA, TOWN ATTORNEY
ATT: CAROL STRAFFORD, DIRECTOR, LEGISLATIVE AFFAIRS

FROM: NEIL BERGIN, COMMISSIONER, DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT: APPLICATIONS OF KRE BROADWAY OWNER, LLC FOR SPECIAL USE PERMITS AND SITE PLAN APPROVAL FOR ACTIVE RECREATIONAL USE WITH GAME ROOM (ROUND 1 BOWLING & AMUSEMENT CENTER) AND FAST FOOD RESTAURANT WITH DRIVE-THROUGH WINDOW (STARBUCKS), BROADWAY MALL, NORTH BROADWAY, HICKSVILLE; SECTION 11, BLOCK D, LOTS 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375 AND 1381

Pursuant to the provisions of the Town of Oyster Bay Environmental Quality Review (TEQR) Law, Chapter 110 of the Code of the Town of Oyster Bay, and the promulgating regulations of the State Environmental Quality Review Act (SEQRA), 6 NYCRR Part 617, the Department of Environmental Resources has completed its review of the above captioned proposed action.

Based on our review, the Department of Environmental Resources believes that the adoption of a Negative Declaration would be appropriate for the subject proposed action. Accordingly, we have prepared the attached proposed draft Negative Declaration memo/notice for consideration by the Town Board.

If the Town Board proceeds with the adoption of a Negative Declaration for this proposed action, the Department of Environmental Resources will finalize the attached document - including any revisions that may be necessary at the direction of the Town Board, as well as including the date of the Town Board's adopting Resolution on the final memo/notice - and we will then forward same for distribution and filing in accordance with the requirements of SEQRA.

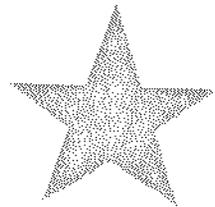
The Town Board Resolution adopting a Negative Declaration can make reference to the detailed information contained in the attached proposed memo/notice.

Please do not hesitate to let us know if you have any questions.


NEIL O. BERGIN
COMMISSIONER
ENVIRONMENTAL RESOURCES

Attachment

c: w/ Attachment
Thomas Sabellino, Special Counsel, Office of the Town Attorney
File: Hicksville / Broadway Mall / Round 1 and Starbucks



**TOWN BOARD
TOWN OF OYSTER BAY
DRAFT
REVIEW OF ACTION AND
DETERMINATION OF SIGNIFICANCE
(NEGATIVE DECLARATION)**

July 29, 2016

Pursuant to the provisions of the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law, SEQRA, as promulgated in the regulations contained in 6 NYCRR Part 617) and the Town of Oyster Bay Environmental Quality Review (EQR) Law (Chapter 110 of the Oyster Bay Town Code), the Town Board of the Town of Oyster Bay has reviewed the following action:

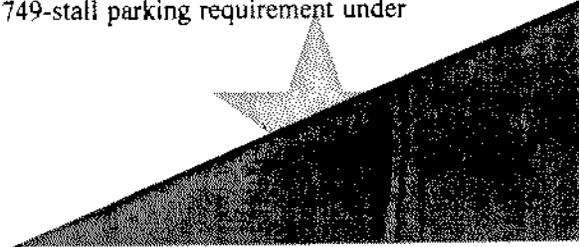
- **Applicant:** KRE Broadway Owner, LLC
- **Title of Project:** Round 1 Bowling & Amusement Center and Starbucks Coffee
- **Description of Proposed Action:** The proposed action includes the following three main components:
 - a. construction of a 49,223-square foot two-story Round 1 Bowling & Amusement Center (with bowling, billiards, karaoke, ping pong, and service, office space, rest rooms, employee break room, and mechanical space occupying 30,000 square feet on the first floor and an arcade occupying 19,191 square feet on the second floor) to replace existing retail space near the northwest corner of the main Mall building;
 - b. construction of a 1,000-square foot Starbucks restaurant with drive-through window service to replace a 738-square foot vacant bank building on a pad site on the east side of the Mall property, fronting on North Broadway, directly south of the Mall's main egress driveway (which is south of the pad site previously approved for a Chick-Fil-Ee restaurant); and
 - c. demolition of a 5,019-square foot vacant cellite building, previously occupied by a bank on the south side of the main Mall building (adjacent to Macy's), and construction of additional at-grade parking in this area.

Components "a" and "b" will require two distinct applications for Special Use Permits, each of which the Town Board will evaluate and decide upon based on its own merit. However, for the purposes of SEQRA, both of these applications, along with the building demolition and parking lot modification comprising Component "c", are being considered together because they are being proposed concurrently on the same site as part of a single site plan application. In this way, the cumulative impacts of all three components can be considered together in a single Determination of Significance, consistent with the relevant regulatory provisions, at 6 NYCRR §617.3(g), which specify that segmented review is contrary to the intent of SEQRA.

The applicant is proposing the following hours of operation:

- Starbucks – 5 a.m. to 10 p.m. daily
- Round 1 – 10 a.m. to midnight on weekdays; and 10 a.m. to 1 a.m. on weekends (modified from the applicant's originally proposed closing time of 2 a.m. daily)

At present, the subject property contains 4,838 on-site parking stalls (including 281 land-banked stalls), which represents an 89-stall surplus in reference to the 4,749-stall parking requirement under



approvals currently in-place. The proposed site plan will result in a net increase in on-site parking capacity to 4,894 spaces; however, the addition of the proposed new facilities will increase the parking requirement to 5,079 spaces under the Zoning Code, thereby necessitating the issuance of a variance for a 185-stall (3.6 percent) parking deficit. According to the applicant's submissions to the Town, no other variances are required in connection with the proposed action.

At the request of community representatives, Starbucks has agreed to forego wine and beer sales at the proposed facility. Starbucks recently has begun to provide such service at some of its locations in an effort to increase business activity later in the day, but has decided not to include these items on the menu at the subject site.

• **Other Possible Approvals Required:**

- Nassau County Department of Health – sanitary sewer connection; food service permit
- Nassau County Department of Public Works – sanitary sewer connection
- Nassau County Planning Commission – 239m referral and recommendation
- New York State Department of Transportation (NYSDOT) – highway work permit, possibly including modifications related to relocating the Mall's southeast access point to create a new intersection on Newbridge Road approximately 250 feet to the north of the existing access point at the Newbridge Road-William Street/James Street intersection

- **Location of Proposed Action:** Broadway Mall, Hicksville, Town of Oyster Bay, State of New York, and further identified as Section 11, Block Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1365, 1374, 1375 and 1376 on the Land and Tax Map of Nassau County.

- **SEQRA Classification:** Uncoordinated

- **Type of Review:** Uncoordinated

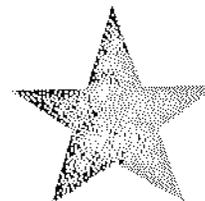
- **Lead Agency:** Not applicable

- **Contact Person:** Town of Oyster Bay Department of Environmental Resources
150 Miller Plaza
Syosset, NY 11791
Attention: John E. Swarth; telephone: (516) 677-5824

- **Documents Reviewed:**

Overall Proposed Action

- New York State Short Environmental Assessment Form (EAF) Part 1 and Town of Oyster Bay Addendum to the Short EAF (Addendum), dated 12/4/2015, including supplemental information provided in a series of follow-up submissions from the applicant;
- *300' Radius Map* (Sheet RM-1), prepared by Bohler Engineering and Joseph A. Deal, as revised 10/26/2015;
- *Property Owners & Zoning*, (Sheet RM-2), prepared by Bohler Engineering and Joseph A. Deal, as revised 10/26/2015;
- *Overall Site Plan* (Sheet OVL-1), prepared by Bohler Engineering and Joseph A. Deal, dated 11/6/2015;
- Property Survey (2 sheets), prepared by Millman National Land Services, as amended 2/7/2014;



- *Trip Generation Analysis*, prepared by Atlantic Traffic & Design Engineers (ATDE), as revised 3/2/2016;
- *Parking Utilization Analysis*, prepared by ATDE, as revised 3/2/2016;
- *Traffic Impact Study*, prepared by ATDE, dated July 11, 2016, submitted in follow up to meeting with NYSDOT on June 20, 2016;

Round 1

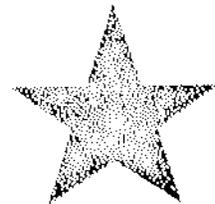
- Petition, prepared by Minerva & D'Agostino, P.C., dated 11/5/2015;
- *Overall Site Plan*, (Sheet RND-1), prepared by Bohler Engineering and Joseph A. Deal, dated 11/6/2015;
- *Floor Plan* (Sheets A 101 and A 102), prepared by Paradigm Design, dated 7/23/2015;
- Elevation Drawings, prepared by Paradigm Design, dated 9/16/2015;

Starbucks

- Petition, prepared by Minerva & D'Agostino, P.C., dated 10/7/2015;
- Site plan drawings prepared by Bohler Engineering and Joseph A. Deal, Professional Engineer, as revised 3/18/2016, including:
 - *Cover Sheet* (Sheet C-1),
 - *Overall Site Plan* (Sheet C-2),
 - *Removals Plan* (Sheet C-3),
 - *Partial Site Plan* (Sheet C-4),
 - *Grading & Drainage Plan* (Sheet C-5),
 - *Utility & Sanitary Plan* (Sheet C-6),
 - *Soil Erosion & Sediment Control Plan* (Sheet C-7),
 - *Landscape Plan* (Sheet C-8),
 - *Landscape Plan Notes* (Sheet C-9),
 - *Lighting Plan* (Sheet C-10), and
 - *Detail Sheet* (Sheet C-11).
- *Exterior Elevations with Signage*, (pages 7 and 8), prepared by Starbucks, undated;
- *Proposed Plans and Schedule of Work* (page 9), prepared by Starbucks, undated;
- *Enlarged Engine*, (page 10), prepared by Starbucks, undated;
- correspondence from Bohler Engineering dated 5/5/2016 regarding the speaker system for the proposed Starbucks drive-through window;
- *Summary Report Starbucks Drive-Thru Noise Impact; Hicksville, NY*, prepared by Riedel Audio Acoustics, LLC, dated 5/10/2016; and
- *Starbucks Traffic Issues*, two letters submitted by ATDE, dated 5/4/2016 and 5/16/2016.

The environmental review of this application also included inspection of the subject premises and surrounding area.

Review of this application also took into consideration testimony at the public hearings before the Town Board on June 21, 2016, during which time concerns were expressed regarding a number of issues, including: security and public safety at and in the vicinity of the proposed Round 1 facility, particularly given the originally proposed 2 a.m. closing time; and traffic safety, primarily pertaining to existing conditions, rather than the potential impacts of the proposed facilities, at the Newbridge Road-James Street/William Street intersection at the southeast corner of the Mall. Certain other issues raised by the community – e.g., regarding potential noise impacts due to the operation of the speaker system for the proposed Starbucks drive-through service – were previously addressed as a result of resident meetings with the applicant.



REASONS SUPPORTING DETERMINATION OF NO SIGNIFICANCE AND ISSUANCE OF NEGATIVE DECLARATION

The Town Board of the Town of Oyster Bay has issued a **Negative Declaration**, establishing that **the proposed action will not cause significant environmental impacts**, based on review and analysis of the following environmental parameters relative to this matter:

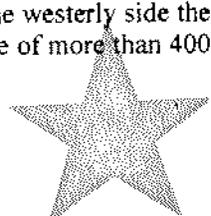
Zoning and Land Use – The developed area of Broadway Mall is located in a General Business (GB) zoning district. The commercial uses which comprise the shopping center are permitted uses in the GB district; some uses, including the proposed recreational use and standalone fast-food restaurant with drive-through window, require the issuance of a Special Use Permit by the Town Board. A parcel being retained as open space in the southwest corner of the overall Mall property, which is designated for land-banked parking, is located in an R1-7 One-Family Residence district.

The overall Mall property is situated in an area of mixed uses and zoning districts, including the following:

- North Broadway, a multi-lane, divided New York State highway (Route 106/107) to the immediate east; and commercial uses along the east side of Broadway (including Sears Department Store and Automotive Center) in a GB district;
- A fast-food restaurant, grocery store, cigar shop and deli to the immediate north, along the west side of North Broadway, in a GB district; and a neighborhood of single-family residences along the remaining northerly property line of the subject premises, in an R1-7 district;
- multi-tenant strip stores further to the north, along the west side of North Broadway, in a GB district;
- a neighborhood of single-family residences, a recharge basin, and a public elementary school to the immediate west, in an R1-7 district;
- a neighborhood of single-family residences to the immediate south and southwest, in an R1-7 district;
- commercial uses including a nursery school, family care facility, professional services, and multi-tenant strip centers in an Neighborhood Business (NB) district further to the south, along the north side of West John Street; and multi-tenant strip centers and a public storage facility beyond that to the south across West John Street, in a Central Business (CB) district; and
- car rental, vehicle repairs, and a U.S. Post Office further to the southwest, across West John Street, in a Light Industrial (LI) district.

The proposed Starbucks restaurant will occupy a pad site on the east side of the Mall property, fronting on North Broadway (NYS Route 106/107), in a location just south of the pad site previously approved for a Chick-Fil-A restaurant. The nearest residences are located to the south of the Mall property, at a distance of approximately 750 feet from the proposed Starbucks pad site. The main Mall building is situated between the proposed Starbucks location and the nearest residential neighbors adjoining the Mall property to the west.

The Round 1 Bowling & Amusement Center will occupy existing floor space on the westerly side the main Mall building. The front entrance of this facility will be situated at a distance of more than 400



feet across a parking lot from the nearest residential parcels adjoining the Mall's westerly property line, where a perimeter 20-foot vegetated strip and stockade fence is present for screening and buffering. Based on discussion during the Town Board hearing, the applicant has agreed to a closing time of midnight on weekdays and 1:00 a.m. on weekends, as opposed to its original request for a 2:00 a.m. closing time seven days a week. Additionally, in consideration of concerns regarding potential impacts with respect to nearby residents, the applicant has submitted an enhanced security plan to the Office of the Town Attorney by correspondence dated July 12, 2016, to be implemented in conjunction with the proposed action.

Based on the foregoing, it is concluded that the proposed action, including the mitigation measures identified, will not result in significant adverse impacts with respect to zoning and land use.

Traffic – The Mall property fronts on North Broadway (NYS Route 107), which is an arterial roadway under NYSDOT jurisdiction. North Broadway has three travel lanes in each direction, and additional turning lanes at intersections.

The Mall's access configuration includes the following: two right-turn-only, un-signalized driveways, one for ingress and one for egress, near the north end of the North Broadway frontage; two signalized driveways near the middle of the North Broadway frontage, one for ingress and one for egress; a signalized ingress-egress driveway at the southwest corner of the site, at West John Street, opposite the U.S. Post Office; and three un-signalized driveways along the easterly portion of the southerly property line, at William Street, Sackett Street and Wycott Street.

The applicant's transportation engineering consultant performed a trip generation analysis for the proposed new facilities (i.e., stand-alone 1,285-square-foot Starbucks on the east side of the Mall property; and interior renovation of 49,223 square feet of existing retail floor space on the west side of the main Mall building to use as a Round 1 Bowling & Amusement Center), also considering the elimination of an existing 5,600 square foot vacant bank building to provide additional parking to the south of the main Mall building. This analysis, based on empirical data in the 9th edition of *Trip Generation* published by the Institute of Transportation Engineers, indicates that the proposed action will increase site-generated traffic by 35 two-way trips during the weekday morning peak hour (i.e., approximately one trip per two-way trip, as compared to 648 existing site-generated AM peak-hour trips at the Mall), and will decrease site-generated traffic by 128 trips during the weekday afternoon peak hour (from 2,691 existing Mall-generated trips) and by 151 trips during the Saturday midday peak hour (from 722 existing trips). To provide for a more precise calculation, the analysis considered the specific uses being proposed (i.e., coffee/donut shop with drive-through service, bowling alley and multi-purpose recreation), rather than the net change in floor area of the generic "shopping center" category.

Community representatives had raised concerns in discussions with the applicant regarding the potential for project-generated traffic to impact the un-signalized intersection of Newbridge Road-William Street/Jamestown Street at the southeast corner of the Mall, particularly during the AM peak period when, it was surmised, commuters would use Starbucks' drive-through service while on route (via that intersection) to the train station. In response to these concerns, the applicant's transportation engineering consultant undertook a detailed analysis of the location in question. The results of this analysis indicate that there will be no exceedance of any of the warrants for traffic signalization set forth in the *Manual on Uniform Traffic Control Devices* published by the Federal Highway Administration, including accident rates, and traffic volumes during eight-hour, four-hour and peak-hour periods; according to the applicant's transportation engineering consultant, NYSDOT has concurred with this conclusion. The data further indicate that trip generation by the Mall is heavily skewed toward the PM peak hour (2,691 trips), with much lower AM peak-hour trip generation (643



trips), such that site-generated traffic volumes under the Build scenario at the Newbridge Road-William Street/James Street intersection will still be much lower during the AM peak than during the PM peak even with the additional traffic generated by the proposed Starbucks.

Although the analyses do not indicate the need for a traffic signal or any other mitigation measures at the Newbridge Road-William Street/James Street intersection related to the proposed project, the applicant, in consideration of the concerns expressed, has proposed closing off the Mall's William Street access point and creating a new, direct connection between the southeast corner of the Mall's perimeter roadway and Newbridge Road; only the single residence at the north end of William Street would continue to access Newbridge Road via William Street. The proposed new Mall driveway – which would have a more conventional configuration and improved sight lines as compared to the existing exit via William Street; and, thereby, would provide for enhanced traffic safety – is subject to NYSDOT review and approval. In furtherance to a meeting with NYSDOT on June 20, 2016, the applicant's transportation engineering consultant prepared for NYSDOT review a *Traffic Impact Study* which comprehensively examines all of the Mall's access connections to NYS 106/107, rather than limiting the analysis to the single intersection which was the focus of the community's concerns with respect to the instant application. NYSDOT, has jurisdiction over NYS 106/107 and is best situated and qualified to evaluate the *Traffic Impact Study*; and ultimately, based on its review, NYSDOT will determine what, if any, modifications should be made to the Mall's driveways along this roadway.

Based on the foregoing, it is concluded that the proposed action is subject to NYSDOT's review and determination as to whether any access modifications are appropriate or necessary with respect to the Mall's access driveway configuration, which will not result in significant adverse impacts with respect to traffic.

Parking – The applicant's transportation engineering consultant also performed a parking analysis for the proposed action. Under existing conditions (including the previously approved Chick-Fil-A restaurant), the parking requirement pursuant to the Zoning Code is 4,749 spaces, whereas 4,838 spaces are provided on the site (including 281 land-banked spaces), a surplus of 89 spaces. Development of the currently proposed facilities, combined with removal of the vacant bank building on the south side of the Mall, will increase the required parking to 5,079 spaces, whereas 4,894 spaces will be provided on the site (including 281 land-banked spaces), a deficit of 185 spaces (3.6 percent).

Field observations of parking demand were made in April 2015 (Friday and Saturday, the 17th and 18th, when the Mall's leasable space was 93 percent occupied) in connection with the previous application for a Chick-Fil-A restaurant and Blink Fitness Center, and additional observations were made during the week before Christmas 2015 (Friday and Saturday, December 18 and 19, when the Mall's leasable space was 92 percent occupied). Peak parking utilization observed during these surveys was 3,146 occupied spaces between 3:30 p.m. and 4:00 p.m. on 12/19/2015. The investigation points out that the previously approved Chick-Fil-A restaurant and Blink Fitness Center will result in a small decrease in required parking, so no adjustment was necessary to account for the parking demand associated with the development of those facilities.

The combined parking requirement under the Zoning Code for the proposed new facilities (Starbucks and Round 1 Bowling & Amusement Center) is 330 additional spaces. When this increase in utilization under the proposed action is combined with the peak parking occupancy (3,146 spaces) observed on the site during the 2015 surveys, the peak future demand is projected at 3,476 spaces, which is only 75 percent of the 4,613 constructed parking spaces (i.e., not including the 281 land-banked spaces) to be provided on the site under the proposed action.



A more refined analysis also was performed to evaluate parking demand in the sub-areas which are most conveniently located with respect to the proposed Round 1 facility (i.e., the outdoor lot area in the northwest corner of the Mall property and the tiered parking structure which is only a short distance from the Round 1 space via internal access through the main Mall building). This analysis indicates that there is sufficient available, localized capacity to accommodate the peak parking demand (late Saturday afternoon in December) that will be created by customers of the proposed Round 1 facility.

When considered separately, the applicant's submissions indicate that the proposed Starbucks requires 26 parking spaces pursuant to the standards in the Zoning Code. The site plan for this facility includes 28 on-site parking spaces, a surplus of two spaces.

The stacking lane for the drive-through window service for the proposed Starbucks has an eight-car capacity, which exceeds the minimum storage capacity of five cars specified in the Zoning Code. A separate aisle adjoining this stacking lane will allow vehicles to bypass the drive-through window and circulate freely, in a counterclockwise direction, around the east side of the pad site.

The applicant is in discussions with the Town regarding a possible agreement to make available the area of land-banked parking in the southwest corner of the Mall property for development as commuter parking, which would help to alleviate a persistent shortage of such parking. If an agreement is reached between the applicant and the Town, concurrence would be needed from the Mall's anchor tenants before this project could proceed, due to the applicant's contractual obligations.

Soils and Topography – The proposed action will result in the removal or alteration of the subject property, consisting of the demolition and removal of a 771-square foot bank building and construction of a 1,985-square foot Starbucks at that location, and the removal of a 5,019-square foot bank building and installation of additional paved parking in that location; the remaining component of the proposed action (i.e., the 49,200-square foot Round 1 facility) involves the redevelopment of existing Mall floor area, which will not entail significant disturbance. These circumstances, along with the relatively level grade of the subject property, minimize the potential for the proposed construction to result in impacts with respect to soils and topography. A *Soil Erosion & Sediment Control Plan* has been prepared which specifies measures directed at mitigating any incidental erosion that may be associated with the development of the Starbucks pad site. The subject property is not expected to be susceptible to erosion after completion of the proposed construction.

Flora and Fauna – The subject property is fully developed and is situated in an area of fairly intense suburban development. Therefore, the site does not possess significant ecological resources.

Surface Waters – The subject property does not contain, nor lie in the immediate vicinity of, any surface water body. The proposed action will slightly decrease impervious surface coverage on the site – by replacing a small area of pavement with landscaping – and, therefore, does not entail potential impacts with respect to stormwater drainage.

Groundwater – The uses that will be constructed under the proposed action (i.e., indoor recreational facilities and a restaurant) do not involve the storage or use of hazardous materials or other activities that pose a significant threat for impacting groundwater resources.



Special Groundwater Protection Area (SGPA)/Critical Environmental Area (CEA) – The subject property is not located in or substantially contiguous to the SGPA or in any other area designated as a CEA by the Town of Oyster Bay.

Air Quality, Odors, Noise, and Lighting – The primary uses that will be constructed under the proposed action (i.e., indoor recreational facilities and a restaurant) do not involve activities that typically are associated with potentially significant impacts with respect to air quality, odors or noise.

The drive-through window lane for the proposed Starbucks includes a speaker system to allow communication between customers in their vehicles and employees inside the building. According to information provided by the applicant, this speaker system will include "Automatic Volume Control", which allows the outgoing volume to be adjusted automatically based on ambient sound levels, thereby helping to mitigate potential noise impacts associated with the use of this equipment.

In order to address concerns raised by community representatives regarding potential noise impacts to neighboring residents due to operation of the speaker for Starbucks' proposed drive-through window, the applicant's engineering consultant conducted a "mock-up" test at the subject location on May 10, 2016 between 5 a.m. and 6 a.m. A test speaker was positioned at the ordering location in the queuing aisle as depicted on the *Site Plan*, and sound levels were recorded at various locations on the site for both ambient conditions and with the speaker in operation. The testing was performed under early morning conditions when ambient noise levels are relatively low, as compared to later in the day when ambient noise levels increase due to higher traffic volumes on North Broadway and other increases in human activity. According to the data results, sound from the proposed drive-through speaker system will not be discernable at the nearest residence to the south. Although these findings do not indicate the need for further mitigation, the applicant has agreed to install a noise abatement wall and additional shrubbery at the proposed speaker location to further buffer noise levels.

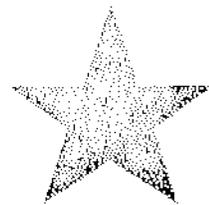
Any exterior lighting that is installed in association with the proposed facilities would be required to be of shielded design so as to minimize illumination impacts to neighboring properties and adjacent roadways.

Water Usage and Sewage Generation – The EAF indicates that the proposed action will increase water consumption at the subject location by approximately 3,600 gallons per day, based on Nassau County sewer design rates.

Sanitary wastewater generated by the proposed uses will be discharged to existing Nassau County sewer collections which serve the site. This sewage will be conveyed to the County's Cedar Creek facility on the south shore of the Town of Hempstead (hamlet of Wantagh) for treatment and effluent discharge to the Atlantic Ocean. Sewage typically is generated at about the same rate as water consumption.

Solid Waste Generation – The EAF indicates that the proposed action will increase solid waste generation at the subject location by approximately 3.5 tons per month, based on information available from www.CalRecycle.gov. Recycling is required in accordance with Town of Oyster Bay requirements.

Other Community Services – The proposed action involves commercial uses, which will generate school taxes without requiring any services from the Hicksville School District. The proposed uses (restaurant and indoor recreational facilities) are not expected to place a significant burden on other community services.



Aesthetic Resources – The proposed new facilities will be constructed with similar materials and design features as the existing facilities at Broadway Mall, ensuring aesthetic consistency. The proposed action involves a slight (0.2-acre) increase in the area of landscaping on the subject property, replacing existing areas of pavement and buildings, which will slightly enhance aesthetic conditions on the redeveloped portion of the site.

Historic and Archaeological Resources – The subject property does not contain historically significant resources. As the site is already fully developed, it lacks the characteristics which suggest the potential presence of significant archaeological resources.

Open Space and Recreation – The subject premises contain private commercial uses, which do not comprise public open space. The proposed Round 1 Bowling & Amusement Center will expand recreational opportunities available to local residents.

Energy – The subject property is currently connected to utilities. It is not expected that the proposed conversion of existing retail space to a recreational use and removal of an existing bank and construction of a new restaurant will significantly increase in energy consumption.

Public Health and Safety – The proposed uses (i.e., restaurant and recreational facilities) do not entail the types of activities that pose a significant potential public safety or health risk.

Community Growth and Character – The proposed development is consistent with the existing character of Broadway Mall and the adjacent North Broadway commercial corridor.

Mitigation – In addition to various mitigation measures incorporated into the subject site plan (e.g., buffering, screening, etc.), the following measures have been identified for inclusion in the proposed action so as to mitigate potential environmental impacts:

- Enhanced on-site security shall be provided in conjunction with the operation of the proposed Round 1 facility, as set forth in a plan submitted to the Office of the Town Attorney by correspondence dated July 17, 2016.
- The operating hours of the proposed facilities shall be: 5 a.m. to 11 p.m. daily for Starbucks; and 10 a.m. to midnight on weekdays and 10 a.m. to 1 a.m. on weekends for Round 1.
- The proposed Starbucks shall not serve wine or liquor.
- Subject to review and concurrence/approval by NYSDOT, the applicant shall fund roadway modifications at the southeast corner of the Mall, including: relocation of the Mall's southeast access point to create a new intersection on Newbridge Road approximately 250 feet to the north of the existing access point at the Newbridge Road/William Street/James Street intersection; and dead-ending the northerly end of James Street to prevent traffic flow between James Street and the Mall.
- The speaker system for the drive-through window lane for the proposed Starbucks shall be equipped with "Automatic Volume Control" to allow the outgoing sound volume to be adjusted automatically based on ambient sound levels, thereby helping to mitigate potential noise impacts associated with the use of this equipment.



Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: July 28, 2016
SUBJECT: Petition of KRE Broadway Owner, LLC, Fee Owner
for Special Use Permit for a Fast Food Restaurant (Starbucks)
and for Special Use Permit for an Active Recreation Use with Game Room
Broadway Mall Shopping Center
Section 11, Block D Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289,
1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381.

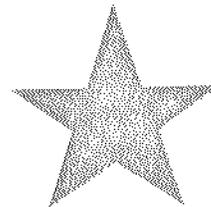
The Office of the Town Attorney requests that the Town Board adopt the recommendation of the Department of Environmental Resources with respect to the SEQRA determination in connection with the above referenced applications. Additional information will be forwarded to the Docket by supplemental memorandum.

Kindly place this matter on the Town Board action calendar for the meeting of August 9, 2016.

LEONARD GENOVA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st



Meeting of August 9, 2016

Resolution No. 437-2016

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 6th day of ~~September~~ 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 246, ZONING, SECTION 246-11.6.1.3, TEMPORARY SIGNS"; 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.

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:

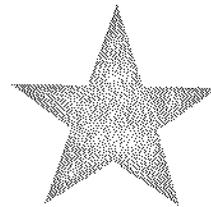
Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

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

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 ___ day of _____, 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 246, ZONING, SECTION 246-11.6.1.3." 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
[Signature]

437

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : July 15, 2016
SUBJECT: Proposed Local law entitled:
"A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER
BAY, NEW YORK, CHAPTER 246 ZONING, SECTION 246-11.6.1.3"

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.

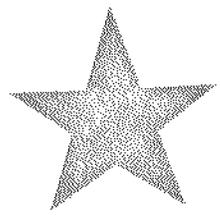
Kindly place this matter on the Town Board Action calendar.

LEONARD GENOVA
TOWN ATTORNEY

Thomas M. Sabellico
Thomas M. Sabellico
Special Counsel

TMS:st
Enclosure
cc: Town Attorney (w/19 copies)
S:\Attorney\LOCAL LAWS\LAC 205 Sidewalks\MD.docx

RECEIVED
TOWN OF OYSTER BAY
TOWN ATTORNEY
JUL 15 2016



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 246 – ZONING, SECTION 246-11.6.1.3 TEMPORARY SIGNS"

Be it enacted by the Town Board of the
(Name of Legislative Body)

Town of Oyster Bay as follows:

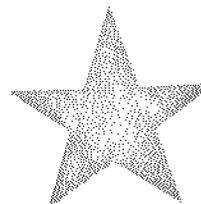
Section 1. Amend CHAPTER 246– ZONING, of the Code of the Town of Oyster Bay, so as to modify the provisions relating to the erection and maintenance of temporary signs within the jurisdiction of the Town of Oyster Bay, to read as follows:

**CHAPTER 246, ZONING.
ARTICLE 11: Sign Regulation**

§ 246-11.6.1.3 Temporary Signs

"Temporary signs containing expressive, non-commercial content, including but not limited to, political campaign signs, may be displayed for a period not to exceed 135 consecutive days. In the case of political campaign signs only, such signs may be displayed no sooner than 120 days prior to the election, and must be removed no later than 15 days following the election. No such temporary expressive sign, including any campaign sign, shall exceed 64 square feet in surface area or be located within a public road or right-of-way."

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 2016 of the (Town) of Oyster Bay was duly passed by the Town Board on _____ 2016, 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.~~

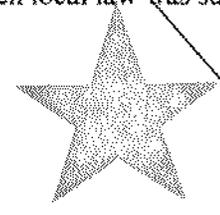
3. (Final adoption by referendum).

~~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).

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

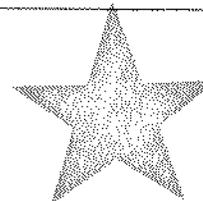
I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper
proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature

Town Attorney

Town of Oyster Bay

Date: _____ 2016



WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated August 5, 2016, advised that on July 18, 2016, the Department of Public Works issued a Request for Proposal for Engineering Services relative to Highway Improvements to the Smith Street area in Glen Head, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. H16-142; and

WHEREAS, in response to that Request for Proposals, five (5) responses were timely received by the Department of Public Works; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated August 5, 2016, that after review of the preliminary recommendations and in conjunction with the current workload, the Department has selected Lockwood, Kessler & Bartlett, Inc., to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy. Accordingly, the Department of Public Works requests that the Town Board authorize the Supervisor to enter into an agreement with Lockwood, Kessler & Bartlett, Inc. The Department of Public Works further requests that \$234,000.00 of the total authorization be encumbered for the Design Phase; further authorizations, up to the maximum of \$156,000.00, comprised of \$2,000.00 for the Bid Phase and \$154,000.00 for the Construction Phase, will be submitted to the Office of the Comptroller when required; and

WHEREAS, Lockwood, Kessler & Bartlett request the approval to retain the firm of Gayron de Bruin Land Surveying and Engineering, P.C. for the topographic/base mapping work of this project,

NOW, THEREFORE, BE IT RESOLVED, That upon the abovementioned recommendations, the Supervisor is hereby authorized to enter into Contract No. H16-142 with Lockwood, Kessler & Bartlett, Inc., in the amount of \$390,000.00, in accordance with the provisions thereunder; and be it further

RESOLVED, that Lockwood, Kessler & Bartlett, Inc., shall retain Gayron de Bruin Land Surveying and Engineering, P.C., for the topographic/base mapping as hereinabove set forth; and be it further

RESOLVED, That funds are available to satisfy the initial encumbrance in the amount of \$234,000.00 from Account No. HWY H 5197 20000 000 1503 008; and be it further

RESOLVED, That in accordance with Town policy, the amount of \$234,000.00 shall be encumbered, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008, further authorizations, up to the maximum of \$156,000.00, comprised of \$2,000.00 for the Bid Phase and \$154,000.00 for the Construction Phase, will be submitted to the Office of the Comptroller when required.

-#-

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
Highway

Reviewed By
Office of Town Audiology
PMS
M. Schmitt

438

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

AUGUST 5, 2016

TO : MEMORANDUM DOCKET
FROM : RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
SUBJECT: AWARD OF ENGINEERING SERVICES & APPROVAL OF SUB-CONSULTANT
DESIGN, BID AND CONSTRUCTION PHASE ENGINEERING SERVICES
FOR HIGHWAY IMPROVEMENTS TO THE SMITH STREET AREA, GLEN HEAD
CONTRACT NO. H16-142
ACCOUNT NO. HWY H 5197 20000 000 1503 008
PROJECT ID NO. 1503 HWYDB-03
SUSPEND THE RULES

At the request of the Department of Highways, on July 18, 2016 the Department of Public Works issued "Requests for Proposals" to five (5) firms in accordance with the Town of Oyster Bay Procurement Policy – Qualification-Based Selection process (Guideline 6).

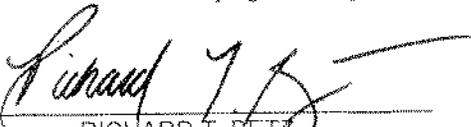
On August 3, 2016 the Division of Engineering had received four (4) responses which were reviewed and evaluated by a selection committee based on the technical merits of the responses. The Commissioner of Public Works, after review of the Division's preliminary recommendations and in conjunction with the current workload, has selected Lockwood, Kessler & Bartlett, Inc. to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy.

Successful negotiation of fees was completed on August 4, 2016 with the total fee for engineering services, based upon the scope of work as detailed in the RFP document, to be \$390,000.00, comprising of \$234,000.00 relative to the Design Phase, \$2,000.00 for the Bid Phase, and \$154,000.00 for the Construction Phase, as stated in the attached letter from Lockwood, Kessler & Bartlett, Inc., dated August 5, 2016. The firm of Lockwood, Kessler & Bartlett, Inc. has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.

At this time the Department of Public Works requests that \$234,000.00 be encumbered for the Design Phase. Further authorizations for the Bid and Construction Phases engineering services will be submitted to the Office of the Comptroller when required. Funds are available to satisfy engineering services for the Design Phase from Account No. HWY H 5197 20000 000 1503 008. These funds are provided from the available balance of the 2015 Highway capital budget.

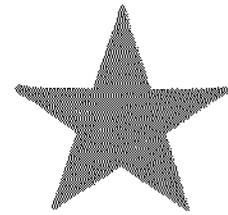
Further, the office of Lockwood, Kessler & Bartlett, Inc. has requested the use of Gayron deBruin Land Surveying and Engineering, P.C. to provide survey services relative to this project, as stated in their letter of August 5, 2016.

It is hereby requested that the Town Board suspend the rules to award, by resolution, Lockwood, Kessler & Bartlett, Inc. to provide Design, Bid and Construction Phase Engineering Services for Highway Improvements to the Smith Street Area, Glen Head, Contract No. H16-142, and that Gayron deBruin Land Surveying and Engineering, P.C. be approved as a sub-consultant.


RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dm

cc: Office of the Town Attorney (w/19 copies)
Christine Wiss, Deputy Comptroller
John Bishop, Highway Department
Joseph Pinto, Councilman
Kathleen Stefanich, DPW/Administration
H16-142 DOCKET SMITH ST ENGINEERING AWARD





August 5, 2016
LKB No. 20160093

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

Re: **Smith Street Area, Glen Head**

Dear Commissioner Betz:

LKB submits this proposal based upon the services detailed in our response to the RFP and as negotiated with your office.

Design Phase	\$	234,000.00
Bid Phase	\$	2,000.00
Construction Phase	\$	154,000.00

As noted in our technical proposal, Lockwood Kessler and Bartlett, Inc. requests the Town's approval to retain the firm of Gayron de Bruin Land Surveying and Engineering, P.C. for the topographic/base mapping work of this project.

We are prepared to commence the Design Phase of the project immediately upon your authorization to proceed. Should you have questions or comments on this proposal, please do not hesitate to contact me.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.

Andre Haddad, P.E.
President

AH:bam
Encl.

Lockwood, Kessler & Bartlett, Inc.
One Aerial Way, Syosset, NY 11791
Phone: 516.938.0600 Fax: 516.931.6344



Meeting of August 9, 2016

Resolution No. 370-2016

WHEREAS, Sinnreich, Kosakoff & Messina, LLP, by Resolution No. 70-2009, adopted on January 20, 2009, was retained to represent the Town of Oyster Bay in connection with various matters; and

WHEREAS, Leonard Genova, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum dated June 27, 2016, advise that legal fees, costs and disbursements have exceeded the previously authorized sum, and it is now necessary to request an additional sum, not to exceed \$75,000.00; and

WHEREAS, funds will be available in Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the authorization of an additional sum not to exceed \$75,000.00 for purposes of payment to Sinnreich, Kosakoff & Messina, LLP, for legal fees, costs and disbursements as outside counsel, which sum is to be paid at the predetermined rate; and be it further

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

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

Supervisor 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)

MS
Reviewed By
Office of Town Attorney
Thomas M. Sabellico

286

370

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : June 27, 2016
SUBJECT: Outside Counsel to the Town of Oyster Bay
Sinnreich, Kosakoff & Messina, LLP

By Resolution No. 70-2009, adopted on January 20, 2009, the law firm of Sinnreich, Kosakoff & Messina, LLP, was retained to represent and provide legal services to the Town of Oyster Bay in connection with various matters, and from time to time, by various resolutions, the Town Board has authorized additional funds for the payment of legal services.

Legal costs have now exceeded the previously authorized sums, and an additional sum not to exceed \$75,000.00 is necessary. Therefore, it is recommended that the Town Board authorize the additional legal fees for Sinnreich, Kosakoff & Messina, LLP with funds available in Account No. OTA A 1420 44110 000 0000.

LEONARD GENOVA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st
Attachment
cc: Town Attorney w/19 copies
GS 4709

