

Reviewed By
Office of Town Attorney
[Signature]

[Signature]
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of May 7, 2019

RESOLUTION P-8-19

WHEREAS, The 2019 Budget, adopted October 30, 2018 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 2019 Budget, on October 30, 2018, was by a Resolution of the Town Board; and

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

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

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

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

cc: Supervisor
Town Attorney
Comptroller
Human Resources
Payroll

Reviewed By
Office of Town Attorney
John Canning
APPROVED
COMMISSIONER OF HUMAN RESOURCE

Meeting of May 7, 2019

PA -5-2019

WHEREAS, Resolution #PA 3-73, adopted the 1973 Graded Salary Plan for all titles in use in the Town of Oyster Bay; and

WHEREAS, it is deemed necessary periodically to change or upgrade the grades of such approved titles of Nassau County Civil Service Commission,

NOW, THEREFORE, BE IT RESOLVED, That the Graded Salary Plan, as adopted by Resolution #PA 3-73, on January 1973, be and hereby is amended to reflect the following effective May 7, 2019:

TO CHANGE THE GRADE OF:	FROM:	TO:
Cultural Program Specialist	28	25

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

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


cc: Supervisor
Town Attorney
Comptroller
Human Resources

Meeting of May 7, 2019

Resolution No. TF-8-2019

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

ITEM NO.	DEPT.	AMOUNT	FROM
022-19	PKS	\$1,638.00	PKS A 7110 47670 000 0000
			TO
		\$1,638.00	PKS A 7110 21000 000 0000
			FROM
	PKS	\$ 600.00	PKS A 7110 41600 000 0000
			TO
		\$ 600.00	PKS A 7110 21000 000 0000
			FROM
	PKS	\$8,000.00	PKS A 7110 44900 000 0000
			TO
		\$8,000.00	PKS A 7110 45100 000 0000
			FROM
023-19	HWY	\$10,000.00	HWY ST 5650 46300 000 0000
			TO
		\$10,000.00	HWY ST 5650 25000 000 0000
			FROM
024-19	HWY	\$2,160.00	HWY DB 5110 41710 000 0000
			TO
		\$2,160.00	HWY DB 5110 25000 000 0000
			FROM
025-19	EXE	\$1,000.00	DGS A 1620 46300 000 0000
			TO
		\$1,000.00	DER A 3510 46300 000 0000
			FROM
	EXE	\$1,000.00	DER A 3510 42200 000 0000
			TO
		\$1,000.00	DER A 3510 44900 000 0000
			FROM
026-19	IGA	\$20,000.00	IGA CD 8668 48250 730 CD17
			TO
		\$20,000.00	IGA CD 8668 48250 732 CD17

Reviewed By
Office of Town Attorney


IGA	\$5,780.41	FROM	IGA CD 8684 48270 000 CD17
		TO	IGA CD 8668 48250 732 CD17
	\$5,780.41		
		#	

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

	Supervisor Saladino	Aye
	Councilman Muscarella	Aye
	Councilman Macagnone	Aye
	Councilwoman Johnson	Absent
	Councilman Imbroto	Aye
	Councilman Hand	Aye
	Councilman Labriola	Aye
cc:	Supervisor	
	Town Attorney	
	Comptroller	
	Parks	
	Highway	
	Finance	
	IGA	

2A

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: April 12, 2019

SUBJECT: 2019 Transfer of Funds

Town Board authorization is hereby requesting that the Comptroller transfer the following:

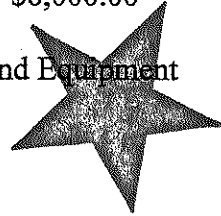
FROM:


PKS-A-7110-47670-000-0000	Special Sporting Events	\$1,638.00
PKS-A-7110-41600-000-0000	Materials & Supplies	\$ 600.00
PKS-A-7110-44900-000-0000	Other Contract	\$8,000.00

TO:

PKS-A-7110-21000-000-0000	Furniture	\$2,238.00
PKS-A-7110-45100-000-0000	Equipment Rental	\$8,000.00

This transfer is being requested to provide funds necessary for Furniture and Equipment Rental.





Joseph G. Pinto
Commissioner

JGP:dim
cc: Town Attorney (+ 7 copies)

2A

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

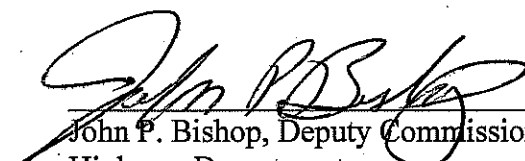
April 12, 2019

TO: MEMORANDUM DOCKET
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT
SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

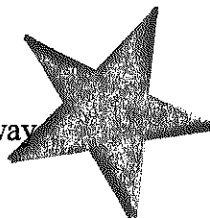
Account No.	Object Description	Amount
<u>From:</u> HWY ST 5650 46300 000 0000	BUILDING, PROPERTY MAINT	\$10,000.00
<u>To:</u> HWY ST 5650 25000 000 0000	EQUIPMENT	\$10,000.00

This transfer is necessary to purchase sixteen (16) chain saws. Due to the fact that the Highway Department is performing all tree removal requests Town of Oyster Bay wide.


John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

C: Town Attorney (7)
Comptroller's Office
Richard Lenz, P.E., Commissioner of DPW/Highway



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TOWN OF OYSTER BAY
Inter-Departmental Memo

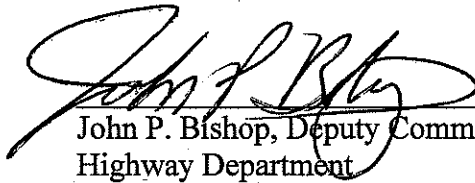
April 18, 2019

TO: MEMORANDUM DOCKET
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT
SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

<u>Account No.</u>	<u>Object Description</u>	<u>Amount</u>
<u>From:</u> HWY DB 5110 41710 000 0000	SIGN SUPPLIES	\$2,160.00
<u>To:</u> HWY DB 5110 25000 000 0000	EQUIPMENT	\$2,160.00

This transfer is necessary to use the 25000 equipment account for the purchase of two (2) jaws for post puller, and five (5) flexible sign posts.


John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

C: Town Attorney (7)
Comptroller's Office
Richard Lenz, P.E., Commissioner of DPW/Highway



2C

Town of Oyster Bay
Inter-Departmental Memo

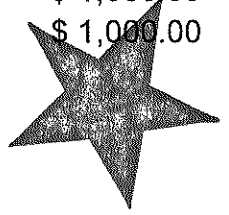
April 17, 2019

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

In order to provide funds in various accounts in the Animal Shelter Division of the Department of Environmental Resources, the following transfer of funds is hereby requested:

Transfer from:							
DGS	A	1620	46300	000	0000	Building,Property Maintenance	\$ 1,000.00
DER	A	3510	42200	000	0000	Light, Power & Water	\$ 1,000.00
Transfer to:							
DER	A	3510	46300	000	0000	Building,Property Maintenance	\$ 1,000.00
DER	A	3510	44900	000	0000	Other Contract	\$ 1,000.00

Thank you.




Robert Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 7 copies)
Word/Documents/Docket/TOF 2019 DER AS

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Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: April 19, 2019

SUBJECT: Transfer of Funds

FROM

IGA CD 8668 48250 730 CD17 (Residential Rehabilitation-Environmental Review)	\$20,000.00
IGA CD 8684 48270 000 CD 17 (Planning Consultants)	\$ 5,780.41

TO

IGA CD 8668 48250 732 CD 17 (Residential Rehabilitation-Res Rehab)	\$25,780.41
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JUSTIFICATION

This transfer is respectfully requested to expend available remaining CDBG funds for the 42nd Program Year.


Frank V. Sammartano
Commissioner



FSV/PA
cc: Town Attorney w/ 7 copies

WHEREAS, Rev. David Regan, Pastor, St. Gertrude's Roman Catholic Church, 28 School Street, Bayville, New York 11709, by letter dated March 21, 2019, requested the use of Town property and equipment in connection with its annual Feast, to be held from Thursday, June 13, 2019 through Sunday, June 16, 2019, as follows:

Thursday, June 13	6:00 p.m. to 10:00 p.m.
Friday, June 14	6:00 p.m. to 11:00 p.m.
Saturday, June 15	5:00 p.m. to 11:00 p.m.
Sunday, June 16	5:00 p.m. to 9:00 p.m.; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 1, 2019, advised that the following property and equipment will not be required for use by the Town at that time, and that the Department of Parks has no objection to providing same, and granting the following requests of St. Gertrude's Roman Catholic Church:

1. The use of Centre Island Beach from June 13, 2019 through June 16, 2019;
2. The waiver of the following ordinances of the Code of the Town of Oyster Bay: Section 168-3, which provides for payment of entrance fees at beaches, so as to allow the waiver of entrance fees at Centre Island Beach on Thursday, June 13, Friday, June 14, Saturday, June 15 and Sunday, June 16, 2019; Section 168-5B, which prohibits gambling at parks, pools, and beaches, so as to allow games of chance to be sold; Section 168-20, which prohibits Solicitation of Alms, in order that contributions may be sought; Section 168-24, in order to allow for the sale of beer during its annual Feast;
3. The use of a showmobile, and portable lights from Wednesday, June 12, 2019 through Sunday, June 16, 2019; and
4. The use of twenty (20) trash receptacles and eighteen (18) picnic tables, from the Department of Parks and four hundred (400) feet of barricades with all fees being waived; and

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

Reviewed By
Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Parks and the Highway Department are hereby authorized to provide the abovementioned property and equipment to St. Gertrude's Roman Catholic Church, for its annual Feast, to be held from June 13, 2019 through June 16, 2019, at the times set forth above, and said property and equipment will be delivered on June 9, 2019 and picked up on June 17, 2019 except as specified above, subject to the following conditions:

1. St. Gertrude's Roman Catholic Church shall be responsible for obtaining all necessary permits for its Feast, and will furnish copies of same to the Department of Parks;

2. St. Gertrude's Roman Catholic Church shall be responsible for adequate 24-hour security at Centre Island Beach from Sunday, June 9, 2019 through Monday, June 17, 2019;

3. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Parks or his duly authorized designee;

4. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town Property, and in the conduct of the aforescribed activities, except for Sections 168-3, 168-5B, and 168-20 and 168-22, which are to be waived as abovementioned; and

5. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains commercial general liability insurance, in the amounts of \$1,000,000 with a general aggregate of \$2,000,000 and naming the Town as an additional insured, in connection with the aforescribed activities.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks
Highway

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

April 1, 2019

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: St. Gertrude's Annual Feast

The attached letter dated March 21, 2019 from St. Gertrude's requests the use of Centre Island Beach to hold their annual feast. The dates would be from Thursday, June 13, 2019 through Sunday, June 16, 2019. The actual hours the feast will be open are as follows:

Thursday, June 13	6:00pm to 10:00pm
Friday, June 14	6:00pm to 11:00pm
Saturday, June 15	5:00pm to 11:00pm
Sunday, June 16	5:00pm to 9:00pm

Set up will begin on Sunday night, June 9, 2019 and final breakdown will be on Monday, June 17, 2019.

For this feast to take place at Centre Island Beach, the following Town Ordinances for the Parks Department must be waived:

168-3 Payment of charges-since Centre Island Beach opens for fee collection on weekends beginning Saturday, May 25, 2019. A waiver of entrance fees will be required for Thursday, June 13, Friday, June 14, Saturday, June 15 and Sunday, June 16.

168-5B. Gambling is strictly prohibited in all areas of any park, pool or beach. Other games of chance will be sold during the course of the feast.

168-20 Solicitation of Alms-During the feast, solicitation of Alms and contributions will take place on behalf of St. Gertrude's.

168-24 Conduct of Private Business (sale of beer).

Other items that require Town Board authorization are:

The use of a showmobile and portable lights from Wednesday, June 12, 2019 through Sunday, June 16, 2019. Fees are in conjunction with Resolution 174-2017, pertaining to permits for showmobile and portable lights.

The Parks Department will supply 20 trash receptacles and 18 picnic tables.

Highway Department will supply 400 feet of barricades.

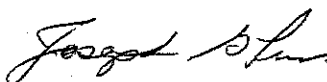
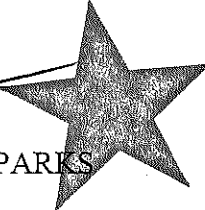


Page 2, St. Gertrude's Annual Feast

It is understood that St. Gertrude's must obtain insurance and all necessary permits from various regulating agencies in relation to the operation of this feast and supply the Department of Parks with copies of same. The copies must be in our possession prior to the start of the feast.

It is understood that St. Gertrude's will provide adequate 24-hour security at Centre Island Beach from Sunday, June 9, 2019 through Monday, June 17, 2019. Security will include night coverage and patrol of the beachfront.

Town Board authorization is requested for the use of Centre Island Beach and Town equipment for St. Gertrude's Church for its annual feast.


JOSEPH G. PINTO
COMMISSIONER OF PARKS 

Cc: Town Attorney (original + 7 copies)

Greg Skupinski, Deputy Commissioner of Parks
Frank Gatto, Deputy Commissioner of Parks
Donna Antetomaso, Recreation Specialist III
Justin McCaffrey, Commissioner Public Safety
Gary Bergenstock, Roosevelt Park Manager
John Bishop, Deputy Commissioner Highway

ROMAN CATHOLIC CHURCH OF ST. GERTRUDE
28 School Street
Bayville, NY 11709

Telephone: 516-628-1113
Facsimile: 516-628-9032

March 21, 2019

Ms. Donna Antetomaso
Town of Oyster Bay Department of Parks
977 Hicksville Road
Massapequa, NY 11758

VIA FACSIMILE AND REGULAR MAIL – 797-7959

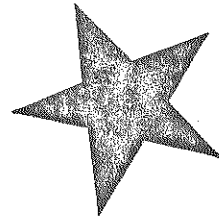
Re: St. Gertrude's Annual Feast, June 13, 2019, through June 16, 2019
Town of Oyster Bay Centre Island Beach

Dear Ms. Antetomaso:

Pursuant to the above noted event and our telephone conversation, enclosed is St. Gertrude's Town of Oyster Bay Equipment Permit Application, the Certificate of Liability Insurance, Additional Insured Endorsement, Hold Harmless Agreement for Use of Town Property and/or Equipment, Lewis J Newton & Sons Certificate of Liability Insurance and Additional Conditions Attachment.

Please note, the schedule is as follows:

Thursday, June 13, 2019, 6:00-10:00 p.m.
Friday, June 14, 2019, 6:00-11:00 p.m.
Saturday, June 15, 2019, 5-11:00 p.m.
Sunday, June 16, 2019, 5:00-9:00 p.m.



Setup will begin late Sunday Night, June 9, 2019, final breakdown on Monday, June 17, 2019.

Many thanks for your kind assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Rev. David Regan", written over the typed name.

Rev. David Regan
Pastor

Enclosure

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

This Agreement is made this 7th day of March 2019, by St. Gertrude's R.C. Church (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Centre Island Beach

for the event described as St. Gertrude's Feast of St. Anthony
The property/equipment is needed from June 12, 2019 to June 17, 2019
The event for which the property and/or equipment is requested (☒) is (☐) is not a profit making 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 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 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 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

St. Gertrude's R.C. Church

Address of Organization

28 School Street
Bayville, NY 11704

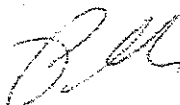
By: 

Authorized Representative

Title: Pastor

Telephone Number: 516-628-1113

Reviewed By
Office of Town Attorney



Policy Number: PKG-2018-1

Endorsement Number: 17

Date Effective: 11/1/2018

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following Coverage Part(s):
GENERAL LIABILITY

SCHEDULE

Town of Oyster Bay, 54 Audrey Avenue, Oyster Bay, NY 11771

The person or organization shown in the Schedule above is an "insured", but only as respects your agreement to insure such person or organization and only if the wrongful act occurs after the date of agreement.

The amount of insurance shall not exceed the lesser of the amount of limits you agree to provide or the available limits of this insurance.

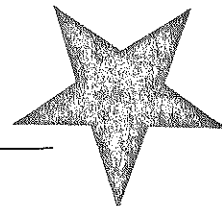
All other terms and conditions remain unchanged.

In witness whereof, this Endorsement has been executed in Rockville Centre, New York by the Company's authorized officer as set forth below.

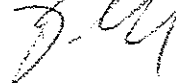
ECCLESIA ASSURANCE COMPANY


Authorized Representative's Signature

9/26/2018
Date



Reviewed By
Office of Town Attorney





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2018

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	Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: PHONE (A/C No. Ext): 727-547-3050 FAX (A/C No.): 727-367-1407 E-MAIL: ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		INSURER A: T.H.E. Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD (W/V)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CPP0105249-02	03/31/2018	03/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP ASS \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0105249-02	03/31/2018	03/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		ELP0012100-02	03/31/2018	03/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

EFFECTIVE: 06/09/18 THROUGH 06/18/19

ADDITIONAL INSURED: ROMAN ROMAN CATHOLIC CHURCH OF ST. GERTRUDE; DIOCESE OF ROCKVILLE CENTRE AND BISHOP THEREOF; TOWN OF OYSTER BAY; AND VILLAGE OF BAYVILLE AS RESPECTS TO THE NEGLIGENCE OF THE NAMED INSURED ONLY.

CERTIFICATE HOLDER	CANCELLATION
ROMAN ROMAN CATHOLIC CHURCH OF ST. GERTRUDE ATTN: REV. DAVID REGAN 28 SCHOOL STREET BAYVILLE, NY 11709	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Reviewed By Office of Town Attorney 	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2019

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 Ecclesia Assurance Company c/o Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME: Porsha Seal PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: pseal@portercurtis.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ECCLESIA ASSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ST. GERTRUDE CHURCH 26 SCHOOL STREET BAYVILLE, NY 11709	NAIC # 11952

COVERAGES CERTIFICATE NUMBER: C000177729 Account: 000002 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 ISURR (NSD) 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PKG-2018-1	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ None Applicable PRODUCTS - COMPROP AGG \$ None Applicable \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The limits include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract with respect to equipment rental for the annual feast at the Town of Oyster Bay Centre Island Beach from 06/12/2019 through 06/17/2019 and the use of roll off containers from 06/11/2019 through 06/17/2019.

CERTIFICATE HOLDER TOWN OF OYSTER BAY 54 AUDREY AVENUE 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 <i>William J. Curtis</i>
--	--

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Reviewed By
Office of Town Attorney

[Signature]

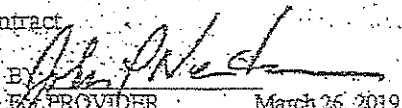
ADDITIONAL CONDITIONS ATTACHMENT

1. Newton Shows shall indemnify and save Roman Catholic Church of St. Gertrude, Diocese of Rockville Centre, and the Bishop thereof ("Church") harmless against and from any and all claims, debts, demands, suits, obligations, expenses and costs of every kind, character and description which may be asserted, claimed, filed or brought against or paid by the CHURCH arising out of the use of the PROVIDER'S goods and/or services. If the PROVIDER does not defend any action, and it becomes necessary for the CHURCH to defend any action or proceeding seeking to impose any liability, the PROVIDER shall pay all court costs and the reasonable attorneys' fees and any other sums which the CHURCH may be called upon to pay by reason of the entry of a judgment in such action or proceeding.



2. During the term of the agreement, the PROVIDER, at its own cost and expense, will provide and keep in force with companies of good standing satisfactory to the CHURCH, comprehensive general liability and automobile liability insurance insuring the CHURCH against any and all sums which the CHURCH shall be legally obligated to pay because of accident or disaster arising from the PROVIDER'S goods and or services and resulting in bodily injury, death or property damage in the amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS each occurrence and aggregate. The policy must include an endorsement stating that, the Diocese of Rockville Centre and the Bishop thereof are "Additional Insureds."

3. PROVIDER will carry workers' compensation insurance in accordance with statutory requirements and employers liability insurance with a minimum limit of \$1,000,000 each occurrence, naming the CHURCH as a "Certificate Holder."

4. If this document is attached as a rider to a contract, then the terms of this document shall supersede the terms of the contract.

By 
PROVIDER March 26, 2019.

Reviewed By
Office of Town Attorney



Meeting of May 7, 2019

Resolution No. 271-2019

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 3, 2019, recommended that the Town Board authorize a refund to be paid to Ludvig Waage, in the amount of \$1,228.50 paid for a boat slip at Tappen Marina, due to relocation before the April 15, 2019 season,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount \$1,228.50 to Ludvig Waage, from Account No. PKS A 0001 02025 526 0000 and payment of said refunds are to be made upon presentation of a duly certified claim, after audit by the Comptroller.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

6

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: April 3, 2019

SUBJECT: Resident Refund

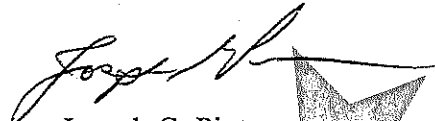
The Department of Parks has received correspondence from Ludvig Waage requesting a refund in the amount of \$1,228.50 for a boat slip at Tappen Marina due to his relocating out of state before the season begins on April 15, 2019. Please see attached for pertinent information regarding this refund request.

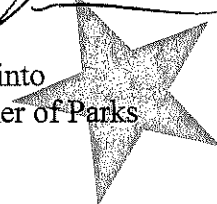
The refund should be mailed to:

Ludvig Waage
38 Glenwood Road
Glen Head, NY 11545

The Department of Parks requests that the Town Board authorize a refund.

Kindly debit account PKS A 0001 02025 526 0000.


Joseph G. Pinto
Commissioner of Parks



JGP:lc

Attachments

CC: Office of the Town Attorney (original + 7 copies)



Joseph G. Pinto
Parks Commissioner

TOWN OF OYSTER BAY
Department of Parks

Joseph S. Saladino
Town Supervisor

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

SUMMER 2019 MARINA FULL RECEIPT

Ludvig Waage
38 Glenwood road
Glen Head, NY 11545

Receipt #: **15571**

Slip No.: Tappen Beach **N09**

Vessel: Dagmar

Birthdate: 7/17/1949 Payment Type: Personal Check

Reg. #: NY 9189 GU

Amount Received: \$1,228.50 Check #: 7259

LOA: 21'

Date: 2/8/2019 2:25:31 PM

Payment Received By: GVALLI

TERMS AND CONDITIONS

The season shall begin on Monday, Apr 15, 2019 and end on Sunday, Nov 10, 2019.

1. All boat and boating equipment docked, berthed, located or left at Town Facilities are left at the sole risk of the owner of said boats and equipment and permission to so dock, berth, locate or leave such property is conditioned upon the owner's acceptance of said risk. All boat and boat equipment owners are reminded to obtain adequate insurance before making use of Town facilities.
2. The licensee expressly assumes all risk of loss due to damages, theft, vandalism, or accident to his/her property while berthed in the marina and expressly releases the Town of Oyster Bay, its agents, officers, and employees from any and all claims whatsoever for loss, damage, fire, theft, or accident to his/her property.
3. The security that is provided at the marinas is for the protection of Town property. The Town does not assume responsibility for damage done to vessels docked at Town marinas.
4. Upon assignment of boat slip, which is for the exclusive use of the licensee, said boat slip SHALL NOT be transferable to another person or to another vessel.
5. Once a vessel is assigned a slip in a category, only that vessel may occupy said slip. The only change in slip assignment permitted will be those that involve slips in the applicant's authorized category size. The change in slip assignment will only be made through the Beach Division
6. A tenant who wishes to place a different vessel in his/her assigned slip will be permitted to do so only under the following conditions:
 - a. The vessel's overall length must fall within the original category size (for example in the 26-31 foot category, the different vessel cannot be less than 26 feet or more than 31 feet in overall length).
 - b. The tenant has ownership of the new vessel and he/she remains the primary owner.
7. A tenant may not:
 - a. Own or be co-owner of more than one vessel which occupies a slip in either north shore marina.
 - b. Trade up or down in vessel size that takes him/her out of his/her category size
 - c. Transfer ownership to other persons (full or part) and maintain current slip space
8. All deadlines for receipt of various documents, required deposits, and final payment must be met. No extensions will be granted.
9. The boat slip licensee's are under the express stipulation that the licensee shall not sub-lease or assign such space to anyone.
10. All requests for refunds must be made in writing and received at the Parks Department main office.
11. Any false statement contained on the marina application shall constitute grounds for revocation of the assigned slip.
12. Violation of any of the rules and regulations governing the use of the marina area shall constitute grounds for revocation of slip assigned.
13. No refunds of fees upon revocation of assigned slip.
14. Each licensee shall give the facility manager at least 48 hours notice of his/her occupancy of assigned slip and the licensee shall give notice to said manager by Sunday, Nov 3, 2019 as to the date of which licensee shall vacate assigned slip.
15. Any vessel remaining at a marina after Sunday, Nov 10, 2019, will be charged \$30 per day. Please note, regardless of what you may be told by facility employees, this fee cannot be waived. This does not apply to boat owners who have received winter storage assignments.
16. Lessees of boat slips, dinghy and sunfish/sailfish racks shall be issued one vehicle gate pass free of charge.
17. All rules and regulations governing the use of Town marinas shall be established by the Commissioner of Parks.

Present to Dockmaster Prior to Occupying Slip

Gina

4/11/19

To whom it may concern,

I am making a request for a refund on ship N 9 at Tupper Beach.

VESSEL: DAGMAR

REG: NY 9189 GU

LOA: 21'

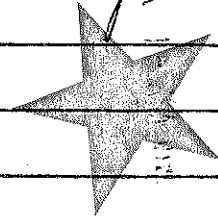
The reason for this request is because I bought a house in Maryland and will be closing on said property 4/12/19.

Thank you for your consideration.

Sincerely,

Ludvig Waage

CELL # 516-840-3445



DEPOSIT RECORD COPY
1-2/210

TOWN OF OYSTER BAY



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

DATE _____

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

LIST CHECKS SINGLY OR ATTACH LIST

DOLLARS

CENTS

[illegible]

PLEASE ENTER TOTAL HERE

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



CHASE

CHASE

CHASE

ASU

PK S191030

Deposit cash or checks
at most Chase ATMs.
An image of your check can
be printed on your receipt.

My Transaction Summary

Transaction #62
Account Number Ending In: 0206
Checking Deposit \$1,828.50

Further review may result in delayed availability of this deposit

JPMorgan Chase Bank, N.A.
North Massapequa, Branch 000200
1-800-935-9935

Your satisfaction matters. Share your feedback at: chase.com/sendusfeedback

Member FDIC, Equal Housing Lender
Please keep your receipt
02/12/2019 09:50

Business Date 02/12/2019
Session #26

Thank you - Maureen
Cashbox #09

Summer 2019

PKS A 0001 02025
526 0000

Meeting of May 7, 2019

Resolution No. 272-2019

WHEREAS, Joseph G. Pinto, Commissioner, Department of -Parks, by memorandum dated April 2, 2019, recommended that the Town Board authorize a refund to be paid to Sean Donnellan, in the amount of \$325.00 for his registration fee for Spring Ice Hockey at the Town of Oyster Bay Skating Center at Bethpage, due to a scheduling conflict,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount of \$325.00 to Sean Donnellan, from Account No. PKS A 0001 02001 510 0000, and payment of said refunds are to be made upon presentation of a duly certified claim, after audit by the Comptroller.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

7448
Reviewed By
Office of Town Attorney

7

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: April 2, 2019

SUBJECT: Resident Refund

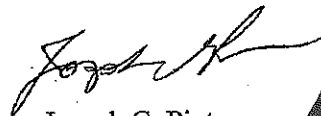
The Department of Parks has received correspondence from Sean Donnellan requesting a refund in the amount of \$325.00 due to scheduling conflicts for the Spring Ice Hockey at the Town of Oyster Bay Ice Skating Center at Bethpage. Please see attached for pertinent information regarding this refund request.

The refund should be mailed to:

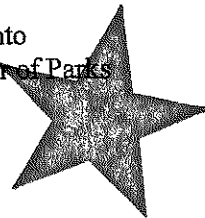
Sean Donnellan
41 Lincoln Avenue
Massapequa Park, NY 11762

The Department of Parks requests that the Town Board authorize a refund.

Kindly debit account PKS A 0001 02001 510 0000.



Joseph G. Pinto
Commissioner of Parks



JGP:lc

Attachments

CC: Office of the Town Attorney (original + 7 copies)

5/6 Admin

From: Sean Donnellan [<mailto:slax33@yahoo.com>]
Sent: Wednesday, March 27, 2019 9:46 AM
To: Joseph Pinto
Subject: Town of Oyster Bay Spring Hockey

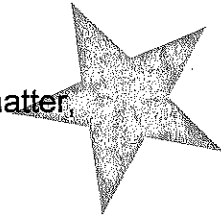
Mr. Pinto,

My name is Sean Donnellan, and I recently enrolled my son, Carter Donnellan in the Spring Ice Hockey program. We just completed the winter and thought it was great, however once the schedule came out we have too many conflicts and I need to disenroll my son. I spoke with Buzz Dechamps and he told me I needed to contact you. If I need a formal letter, let me know, but I am requesting a refund for my son for the spring season.

Please refund my credit card, or send to:

Sean Donnellan
41 Lincoln Ave
Massapequa Park, NY 11762

Thank you for your help regarding this matter.
Sean Donnellan
516-662-9514



TOWN OF OYSTER BAY

PKS191018


SUMMARY OF BANK DEPOSIT REPORT

DEPARTMENT: TOB Hockey		LOCATION: Retchy Page	
DESCRIPTION OF RECEIPTS: TOB Spring Hockey 2019		CODE #:	
DATE OF RECEIPTS: 11/13/19	DATE OF DEPOSITS: 11/13/19	AMOUNT: Cont'd	
Praneeth Kodala	credit card VISA	325	00
Carter Donnellan	VISA	325	00
Schastian Caliendo	VISA	425	00
Kylan Murph	M/C	325	00
Aaron Schwartz	VISA	325	00
Markus Leung	VISA	325	00
Nicola DeStefano	M/C	700	00
Nicholas Wang	VISA	325	00
TOTAL AMOUNT OF DEPOSITS		Cont'd	
LAST REPORT YEAR TO DATE			
ADJUSTMENTS			
TOTAL DEPOSITS YEAR TO DATE			

NAME OF BANK: Chase

DO NOT WRITE IN SPACE BELOW.
FOR USE BY DIRECTOR OF FINANCE.

CASH RECEIPT NO.


SIGNATURE OF AUTHORIZED EMPLOYEE

Reviewed By
Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 2, 2019, recommended that the Town Board authorize a refund to be paid to Jason Leung, in the amount of \$325.00 for his registration fee for Spring Ice Hockey at the Town of Oyster Bay Skating Center at Bethpage, due to a scheduling conflict,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount of \$325.00 to Jason Leung, from Account No. PKS A 0001 02001 510 0000, and payment of said refunds are to be made upon presentation of a duly certified claim, after audit by the Comptroller.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

8

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: April 2, 2019

SUBJECT: Resident Refund

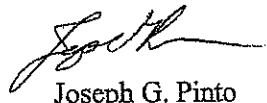
The Department of Parks has received correspondence from Jason Leung requesting a refund in the amount of \$325.00 due to scheduling conflicts for the Spring Ice Hockey at the Town of Oyster Bay Ice Skating Center at Bethpage. Please see attached for pertinent information regarding this refund request.

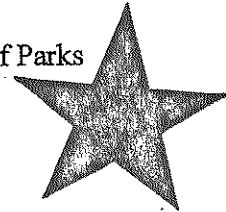
The refund should be mailed to:

Jason Leung
18 Birchwood Park Drive
Jericho, NY 11753

The Department of Parks requests that the Town Board authorize a refund.

Kindly debit account PKS A 0001 02001 510 0000.


Joseph G. Pinto
Commissioner of Parks



JGP:lc

Attachments

CC: Office of the Town Attorney (original + 7 copies)

Jason Leung
18 Birchwood Park Dr
Jericho, NY 11753
(917) 515-6983
jkleung01@gmail.com

March 28, 2019

Commissioner Pinto
Town of Oyster Bay

RE: TOB SPRING HOCKEY PROGRAM

Dear Commissioner Pinto,

Due to schedule conflict, my son Markus Leung will not be able to join the TOB Spring Hockey Program. We would like to request your approval for the refund. Please be advised that when we first sign-up in January there were no confirmed schedule. The schedule was not posted until March 22nd, 2019.

Sincerely,

Jason Leung

ok 5%

TOWN OF OYSTER BAY

PKS191018

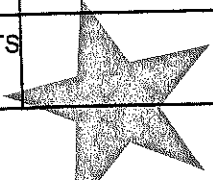
SUMMARY OF BANK DEPOSIT REPORT

DEPARTMENT: TOB Hockey		LOCATION: Bethpage	
DESCRIPTION OF RECEIPTS: TOB Spring Hockey 2019		CODE #:	
DATE OF RECEIPTS: 11/13/19	DATE OF DEPOSITS: 11/13/19	AMOUNT: Cont'd	
Praneeth Kodaba	credit card VISA	325	00
Carter Donnellan	VISA	325	00
Sebastian Caliendo	VISA	425	00
Kylan Murphy	M/C	325	00
Aaron Schwartz	VISA	325	00
Markus Leung	VISA	325	00
Nicola DeStefano	M/C	200	00
Nicholas Wang	VISA	325	00
TOTAL AMOUNT OF DEPOSITS		Cont'd	
LAST REPORT YEAR TO DATE			
ADJUSTMENTS			
TOTAL DEPOSITS YEAR TO DATE			

NAME OF BANK: Chase

DO NOT WRITE IN SPACE BELOW.
FOR USE BY DIRECTOR OF FINANCE.

CASH RECEIPT NO.



SIGNATURE OF AUTHORIZED EMPLOYEE



TOWN OF OYSTER BAY
Department of Parks
GENERAL RECEIPT

PKS191018

104
3233 #4

Name MARKUS LEUNG			Phone [REDACTED]	
Street 18 BIRCHWOOD PARK DR			Age 8	
Town JERSEY CHASE, NY.		Zip	Day	Hour
Activity SPRING 2019 ICE HOCKEY			Location BETHPAGE	
Mo./	Day/	Year	Received By [Signature]	Fee \$ 325.00
1-	13-	19		

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

STORNER

Cash ☐
Check ☐ VISA

108 HOLLER
1001 STEWART AVE
BETHPAGE, NY 11714
(516) 433 1465

Bank ID: 6001
Merchant ID: 5012
Term ID: 003

Sale

XXXXXXXXXX9164

VISA

Entry Method: Chip

Total: \$ 325.00

01/13/19

10:41:30

Inv #: 000015

Appr Code: 01928C

Apprvd: OnLine

Batch#: 013001

Retrieval Ref. #: 70100007

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

X 
J. F. JASON

CHASE VISA
AID: A000000021410
TST: F500
TVR: 000000000

Merch Copy

HAVE A NICE DAY

PKS191018

108 HOLLER
1001 STEWART AVE
BETHPAGE, NY 11714
(516) 433 1465

01-13-19

20:32:03

Merchant ID: 00001510012
Bank ID: 6001

BATCH INQUIRY REPORT

Sales	Refunds	Total
15	0	15
15	0	15

Batch Num: 13001
Host Name: VNTV
Merchant: 1

Term ID: 003

01-13-19

20:32:12

SETTLEMENT REPORT

Sales	Refunds	Total
15	0	15
15	0	15

Settlement Successful

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated April 5, 2019, requested Town Board authorization to renew the membership of the Town's Building and Code Enforcement Inspectors, in the Building Inspectors Association of Nassau County, for the period from May 1, 2019 to April 30, 2020, at a cost of \$3,060.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Planning and Development is hereby authorized to renew the membership of the Town's Building and Code Enforcement Inspectors, in the Building Inspectors Association of Nassau County, for the period from May 1, 2019 to April 30, 2020, at a cost of \$3,060.00, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. PAD B 3620 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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

Reviewed By
Office of Town Attorney
[Signature]

17

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

TO: MEMORANDUM DOCKET

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

DATE: APRIL 5, 2019

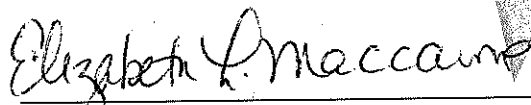
**SUBJECT: MEMBERSHIP DUES FOR "BIANCO"
BUILDING INSPECTORS ASSOCIATION OF NASSAU COUNTY**

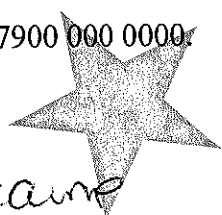
This Department's Building, Plumbing and Code Enforcement Inspectors are certified by New York State's Department of State, Division of Code Enforcement and Administration as Code Enforcement Officials for the New York State Uniform Fire Prevention and Building Code. Twenty-four (24) hours of approved in-service training is required annually to maintain the New York State Code Enforcement Official Certification.

The Department of Planning and Development elected to register each Code Enforcement Official as a member of the Building Inspectors Association of Nassau County ("BIANCO"), which would then entitle them to take the in-service training courses sponsored by BIANCO. The cost of membership for each Code Enforcement Official in this Department is \$85.00 per year. The total amount owed to BIANCO for this Department's Code Enforcement Officials for the period covering May 1, 2019 through April 30, 2020 is \$3,060.00.

Authorization by the Town Board is therefore respectfully requested for the payment of said dues for each of this Department's Code Enforcement Officials in an amount not to exceed \$3,060.00 for BIANCO membership for the period covering May 1, 2019 through April 30, 2020.

Funds are available for this purpose in Account Number PAD B 3620 47900 000 0000.


ELIZABETH L. MACCARONE
COMMISSIONER



ELM:tz

cc: Legislative Affairs (+7 copies)



Timothy Dougherty

Treasurer
18 Horse Hill Road
Brookville, NY 11545

VOUCHER

Voucher Number: 2019-2
Voucher Date: 4/3/2019

Building Inspectors Association of Nassau County

Invoice To: Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771
Attn: Tim Zikes

Mail To: Tim Dougherty
18 Horse Hill Road
Brookville, NY 11545

Make check payable to: BIANCO

\$ 85 PER MEMBERSHIP

MEMBERSHIP DUES:

Gregory Aiello
John Bacigalupo
Michael Bathie
James Baudille
Thomas Burke
Scott Byrne
Joseph Cangro
Alexander Chebuske
Joseph Ciambra
Kevin Conway
Nick Condoleo
Michael DiCarlo
Joseph DiSalvo
Nicholas Domingo
Michael Esposito
Michael Fabrizio
Enrico Fiumara
Bryan Hardman

Dennis Hill
Lara Jahchan
Jim Jazwinski
Michael Landman
John Laruccia
Margaret Lippolt
Elizabeth Maccarone
Richard Marino
Kamila Matulik
David Mercado
James Nicollet
Liam O'Keefe
Richard Peters
Vito Rella
John Rice
Thomas Robinson
James Spano
Timothy Zike

Total Members:	36
AMOUNT DUE:	\$3,060.00

BIANCO is a non-profit professional association, Federal I.D. #11-3086236


TREASURER

WHEREAS, by Resolution No. 56-2018, adopted on January 23, 2018, the Town Board authorized the retention of JuriSolutions, Inc., 33 Queens Street, Suite 201, Syosset, New York 11791, to facilitate and provide independent medical examination services for the period commencing on January 23, 2018, and concluding on December 31, 2018, with a one (1) year extension option, at a cost not to exceed \$7,000.00; and

WHEREAS, in connection with the defense of the Town of Oyster Bay in the matter of Majestic Adesanya v. Town of Oyster Bay (Index No. 2015 – 5179), it was necessary to utilize the services of JuriSolutions, to conduct an independent medical examination of the plaintiff, and to prepare a report based upon said examination; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 29, 2019, requested and recommended that the Town Board authorize payment to JuriSolutions, Inc., in the amount of \$400.00, to pay the fee of orthopedic surgeon Peter Varriale, M.D., for the independent medical examination report prepared in connection with the matter of Majestic Adesanya v. Town of Oyster Bay, with funds for said payment to be drawn from Account No. TWN AMS 1910 43020 602 0000 000; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by the aforementioned memorandum, further requested and recommended that the Town Board authorize and direct the Town Comptroller to make payment for said fee to JuriSolutions, Inc., upon submission of a duly certified claim, after audit,

NOW, THEREFORE, BE IT RESOLVED, that the requests and recommendations as hereinabove set forth are accepted and approved, and payment to JuriSolutions, Inc., in the amount of \$400.00 is authorized to pay the fee of orthopedic surgeon Peter Varriale, M.D., for the independent medical examination report prepared in connection with the matter of Majestic Adesanya v. Town of Oyster Bay; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. TWN AMS 1910 43020 602 0000 000; and be it further

RESOLVED, that the Town Board hereby authorizes and directs the Town Comptroller to make payment for same, upon submission of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

28

Town of Oyster Bay Inter-Departmental Memo

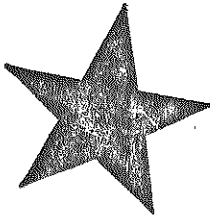
TO: Memorandum Docket
FROM: Office of the Town Attorney
DATE: March 29, 2019
SUBJECT: Payment for Expert & Consulting Fee
JuriSolutions, Inc.

By Resolution No. 56-2018, adopted on January 23, 2018, the Town Board authorized the retention of JuriSolutions, Inc., 33 Queens Street, Suite 201 Syosset New York 11791, to facilitate and provide independent medical examination services for the period commencing on January 23, 2018, with one (1) year extension option, at a cost not to exceed \$7,000.00.

In light of the foregoing, the Office of the Town Attorney hereby requests the Town Board authorize payment to JuriSolutions, Inc., in the amount of \$400.00, to pay the fee of orthopedic surgeon Peter Varriale, M.D., for the independent medical examination report he has rendered in connection with the matter of Majestic Adesanya v. Town of Oyster Bay, (Index No. 2015-5179). The Town Attorney further requests that the Town Board authorize and direct the Town Comptroller to make payment for said fee, upon submission of a duly certified claim, after audit. The funds for said payment shall be drawn from Account No. TWN AMS 1910 43020 602 0000 000.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



RPH:ba
Attachment
Town Attorney (w/7 copies)

S:\Attorney\RESOS 2019\MD & RESO\Resolution Payment for Juri-Solutions Incfinal RPH.docx

WHEREAS, Tim Kirkwood, Facilities Director, Parish of the Holy Family, 17 Fordham Avenue, Hicksville, New York 11801, by letter dated March 18, 2019, has requested the Town's assistance in supplying thirty (30) recycling cans and thirty (30) traffic horses for their annual Holy Family Festival to be held from August 14, 2019 through August 17, 2019, and;

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated March 26, 2019, has no objection in supplying thirty (30) recycling cans and thirty (30) complete barricades to the Parish of the Holy Family, for its annual Holy Family Festival;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Highway Department is hereby authorized to supply thirty (30) recycling cans and thirty (30) complete barricades to the Parish of the Holy Family, for their annual Holy Family Festival, to be held August 14, 2019 through August 17, 2019, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized representative;

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and in the conduct of the aforescribed activity; and

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance naming the Town as an additional insured in connection with the aforescribed activity.

#

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway

Reviewed By
Office of Town Attorney
M. J. D. Jr.

30

TOWN OF OYSTER BAY

Inter-Departmental Memo

March 26, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: PARISH OF THE HOLY FAMILY ANNUAL FESTIVAL
AUGUST 14TH – 17TH, 2019

Enclosed please find a copy of the letter from Tim Kirkwood, Facilities Director, requesting our assistance on behalf of the Parish of the Holy Family Church in Hicksville in conducting their annual festival on August 14th through August 17th, 2019.

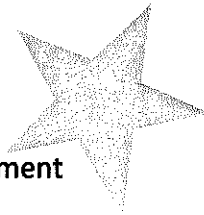
The Highway Department can readily supply thirty (30) complete barricades and thirty (30) sort pails for the event.

Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this event. Therefore, Town Board approval is requested.


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

C: Town Attorney (7) copies
Richard Lenz, P.E., Commissioner DPW
Doug Robalino, General Foreman 002
Parks Department
Justin McCaffrey, Commissioner, Public Safety Department





PARISH OF THE HOLY FAMILY

17 Fordham Avenue Hicksville, New York 11801
516-938-3846 516-938-6241 fax

REC'D BY HIGHWAY DEPT
MAR 20 19 PM 4:18

DEPUTY COMM/HIGHWAY

Kim Z

Sign Bureau
Public Parking
Town of Oyster Bay
Attn: Kimberly Zervos

18 March 2019

Kimberly,

My Name is Tim Kirkwood, I am the Facilities Director at Holy Family Parish, in Hicksville New York. I have been asked to help with the organization of our festival. This year, our festival will run Wednesday, August 14, 2019 through Saturday, August 17, 2019. On behalf of Holy Family Church, I would like to request 30 yellow recycling pails and 30 horses for use during our festival. If at all possible, we would like them dropped off on Tuesday morning, August 13, 2019, and they would be available for pick up on Monday morning, August 19, 2019.

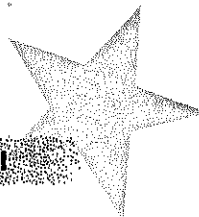
My work telephone number is 1-516-938-3846 xtn 364, my cell number is 1-516-263-6511. My email is tkirkwood@holymfamilyparishny.org.

I thank you in advance for your assistance with this.

Sincerely

Tim Kirkwood
Facilities Director
Holy Family Church
17 Fordham Avenue
Hicksville, New York, 11801

✠Jesus, ✠Mary, and ✠Joseph continue to Bless Us!





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2019

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
Ecclesia Assurance Company c/o Porter & Curtis, LLC
225 State Road
Media, PA 19063

CONTACT NAME: Penha Seal
PHONE (A/C No. Ext):
FAX (A/C No.):
E-MAIL ADDRESS: pseal@portercurtis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ECCLESIA ASSURANCE COMPANY	11952
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HOLY FAMILY CHURCH
5 FORDHAM AVENUE
HICKSVILLE, NY 11801

COVERAGES

CERTIFICATE NUMBER: C000176539

Account: 000023

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	ADOL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PKG-2018-1	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (EA occurrence) \$ Included				
		MED EXP (Any one person) \$ Not Covered				
		PERSONAL & ADV INJURY \$ Included				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ None Applicable
						PRODUCTS - COMPROP AGG \$ None Applicable
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE 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 EXCESS LIAB DED RETENTIONS					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

The limits include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract with respect to use of showmobile and lights for the festival to be held from 08/13/2018 - 08/19/2019.

CERTIFICATE HOLDER

TOWN OF OYSTER BAY
54 AUDREY AVENUE
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Reviewed By
Office of Town Attorney

Policy Number: PKG-2018-1

Endorsement Number: 17

Date Effective: 11/1/2018

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following Coverage Part(s):
GENERAL LIABILITY

SCHEDULE

Town of Oyster Bay, 54 Audrey Avenue, Oyster Bay, NY 11771

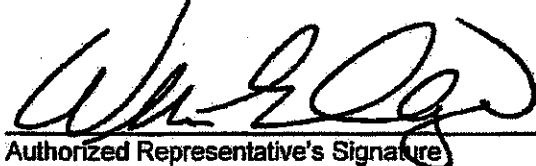
The person or organization shown in the Schedule above is an "insured", but only as respects your agreement to insure such person or organization and only if the wrongful act occurs after the date of agreement.

The amount of insurance shall not exceed the lesser of the amount of limits you agree to provide or the available limits of this insurance.

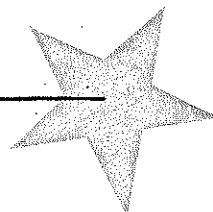
All other terms and conditions remain unchanged.

In witness whereof, this Endorsement has been executed in Rockville Centre, New York by the Company's authorized officer as set forth below.

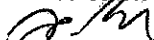
ECCLESIA ASSURANCE COMPANY


Authorized Representative's Signature

9/26/2018
Date



Reviewed By
Office of Town Attorney



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 18 day of MARCH 2019, by (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 AUGUST 13, 2019 through AUGUST 19, 2019.

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:

HOLY FAMILY CHURCH

Address of Organization:

17 FORDHAM AVE

HICKSVILLE, New York, 11801

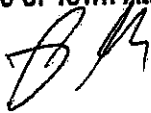
By: 

Authorized Representative

Title: Pastor

Telephone Number: 1-516-938-3846

Reviewed By
Office of Town Attorney



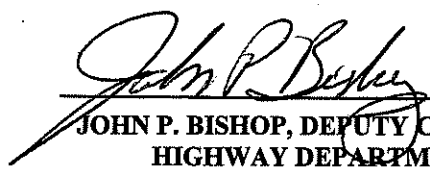
DATE: 3/26/19
TO: HIGHWAY OPERATIONS
SUBJECT: Parish of the Holy Family Annual Festival

PLEASE DELIVER TO:	DATE OF EVENT:	8/14/19-8/17/19
Holy Family 17 Fordham Avenue Hicksville	OTHER:	
	BARRICADES:	30
	CONES:	
CONTACT: Tim Kirkwood 516-263-6511	SORT PAILS:	30
	PORTABLE LIGHTS:	
	GENERATOR:	
	PACKER:	
	DELIVER ON:	8/13/19
	PICKUP ON:	8/19/19

SWEEPING BEFORE AFFAIR IS NEEDED:		XX
	YES	NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/taw


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Peter Brown, General Foreman 003
Doug Robalino, General Foreman 002
Vinny Padavano, Area Foreman 010
Jeff VanNostrand

Dan Kornfeld
Public Safety Division
Dan Pearl, DPW

Reviewed By
Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated April 11, 2019, requested Town Board authorization to enter into contracts with various performers, and/or their agents, for the programs located on Grid A, attached hereto and made a part thereof, in connection with the "2019 Music Under the Stars" series, for a total fee of \$64,400.00 (with the sum of \$11,500.00 to be reimbursed to the Town from The Friends of Community Services Department, Incorporated), with a net payout from the Town for Grid A being \$52,900.00, to be drawn from Account No. CYS A 7020 47660 000 0000, and for programs, performances and services, as set forth on Grid B, attached hereto and made a part hereof, total fees of \$24,478.00 for Grid B will be paid by The Friends of the Community Services Department, Incorporated, and said Commissioner further requested authorization for her and/or her designee to make changes, as necessary, to the date, time and location of said events;

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes the Department of Community and Youth Services and/or their designee to enter into contracts with various performers, and/or their agents, for the programs located on Grid A attached hereto, in connection with the "2019 Music Under the Stars" series, for a total fee of \$64,400.00 (with the sum of \$11,500.00 to be reimbursed to the Town from The Friends of Community Services Department, Incorporated), to be drawn from Account No. CYS A 7020 47660 000 0000, and for programs, performances and services, as set forth on Grid B attached hereto, all fees for which will be paid by The Friends of Community Services Department, Incorporated accounts, and a total net payout for the Town under Grid A and Grid B is \$52,900.00, and the Department of Community and Youth Services and/or their designee is authorized to make changes, as necessary, to the date, time and location of said events; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment 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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

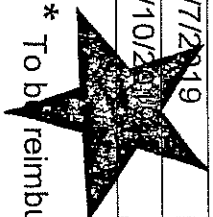
cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

Music Under The Stars 2019

Town Of Oyster Bay

Grid A

Date	Location	Check made payable to	Amount
7/2 – 8/10/2019	Various Locations	Various National Anthem Artists	Amt. not to exceed \$1,600
7/2/2019	John J. Burns Town Park	Sean McGrath	\$2,500
7/6/2019	Harry Tappen Beach	Stephen Becker	\$1,000
7/9/2019	John J. Burns Town Park	Fireworks by Grucci, Inc.	*\$11,500
7/9/2019	John J. Burns Town Park	JC Revue Inc.	\$2,500
7/10/2019	Ellsworth W. Allen Town Park	Lucilu Productions, Inc.	\$3,800
7/13/2019	Syosset-Woodbury Community Park	Disco Unlimited Inc.	\$3,200
7/16/2019	Syosset-Woodbury Community Park	Plaza Theatrical Productions, Inc.	\$4,500
7/17/2019	Theodore Roosevelt Memorial Park & Beach	Charles D'Oria	\$1,750
7/17/2019	Theodore Roosevelt Memorial Park & Beach	Greg Warnokowski	\$1,750
7/20/2019	John F. Kennedy Middle School, Bethpage	NJ Star Productions, Inc.	\$3,500
7/23/2019	Ellsworth W. Allen Town Park	Lucilu Productions, Inc.	\$3,150
7/24/2019	John J. Burns Town Park	Cathy SantoPietro	\$500
7/27/2019	Ellsworth W. Allen Town Park	Gary Weinlein	\$4,450
7/30/2019	John J. Burns Town Park	Dr. K's Motown Revue	\$3,000
7/31/2019	Plainview Old-Bethpage Community Park	-----	\$0
8/3/2019	John J. Burns Town Park	Back Stage Pass Media Productions Inc.	\$6,000
8/6/2019	John J. Burns Town Park	V&H Channel Consulting	\$3,000
8/7/2019	Syosset-Woodbury Community Park	Concert Pops of Long Island	\$4,500
8/10/2019	John J. Burns Town Park	The Music in You, LLC	\$2,200
Total			\$64,400

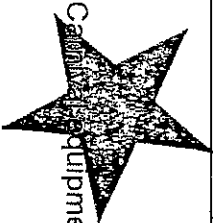
 * To be reimbursed to the Town by *The Friends of the Community Service Department, Incorporated*

Music Under The Stars 2019

The Friends of the Community Service Department, Incorporated

Grid B

Date	Location	Check made payable to	Amount
7/10/2019	John J. Burns Town Park	Town of Oyster Bay (Fireworks reimbursement)	\$11,500
7/11/2019	Plainview-Old Bethpage Community Park	Swank Motion Pictures, Inc.	\$420
7/18/2019	Ellsworth W. Allen Town Park	Swank Motion Pictures, Inc.	\$384
7/24/2019	John J. Burns Town Park	Big Shot Tribute Band, Inc.	\$10,950
7/25/2019	Syosset-Woodbury Community Park	Swank Motion Pictures, Inc.	\$420
8/1/2019	Marjorie R. Post Community Park	Swank Motion Pictures, Inc.	\$384
8/8/2019	Theodore Roosevelt Memorial Park & Beach	Swank Motion Pictures, Inc.	\$420
Total			\$24,478



Carnival equipment for Movies by Moonlight will be procured through the Town of Oyster Bay's Carnival Equipment bid, # SO068-16.

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

April 11, 2019

TO: Memorandum Docket

FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services

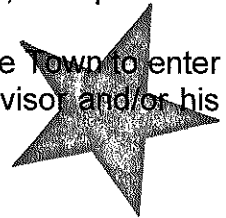
SUBJECT: 2019 "Music Under the Stars" and *Movies By Moonlight* Series


The Department of Community and Youth Services requests Town Board authorization to sign contracts with various performers, and/or their agents for the 2019 "Music Under the Stars" concert series which includes the *Salute to America* and *Movies by Moonlight*. The Department also requests authorization for the Commissioner of The Department of Community and Youth Services and/or her designee to make changes, as necessary, to the date, time and location of said events.

The attached **Grid A**, details fees for the performances and services that will be paid by the Town of Oyster Bay. The fees total \$64,400.00 and will be paid from Account No. CYS A 7020 47660 000 0000, *Special Events*. All purchase and/or service orders related to these events shall be pursuant to the Town's Procurement Policy and charged to an appropriate account. The fee for *Fireworks by Grucci, Incorporated*, of \$11,500.00, will be reimbursed to the Town of Oyster Bay by *The Friends of the Community Service Department, Incorporated*.

The attached **Grid B**, details fees for the performances and services that will be paid by *The Friends of the Community Service Department, Incorporated*. The total of \$24,478.00 includes the reimbursement to the Town of Oyster Bay for Fireworks by Grucci, Incorporated.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into agreements as negotiated and attached and further authorize the Supervisor and/or his designee to execute said agreements.



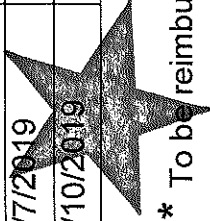

Maureen A. Fitzgerald
Commissioner

MAF:kf
Attachments
cc: Town Attorney (+7 copies)

Music Under The Stars 2019
Town Of Oyster Bay

Grid A

Date	Location	Check made payable to	Amount
7/2 – 8/10/2019	Various Locations	Various National Anthem Artists	Amt. not to exceed \$1,600
7/2/2019	John J. Burns Town Park	Sean McGrath	\$2,500
7/6/2019	Harry Tappen Beach	Stephen Becker	\$1,000
7/9/2019	John J. Burns Town Park	Fireworks by Grucci, Inc.	*\$11,500
7/9/2019	John J. Burns Town Park	JC Revue Inc.	\$2,500
7/10/2019	Ellsworth W. Allen Town Park	LuciLu Productions, Inc.	\$3,800
7/13/2019	Syosset-Woodbury Community Park	Disco Unlimited Inc.	\$3,200
7/16/2019	Syosset-Woodbury Community Park	Plaza Theatrical Productions, Inc.	\$4,500
7/17/2019	Theodore Roosevelt Memorial Park & Beach	Charles D'Oria	\$1,750
7/17/2019	Theodore Roosevelt Memorial Park & Beach	Greg Warnokowski	\$1,750
7/20/2019	John F. Kennedy Middle School, Bethpage	NJ Star Productions, Inc.	\$3,500
7/23/2019	Ellsworth W. Allen Town Park	LuciLu Productions, Inc.	\$3,150
7/24/2019	John J. Burns Town Park	Cathy SantoPietro	\$500
7/27/2019	Ellsworth W. Allen Town Park	Gary Weinlein	\$4,450
7/30/2019	John J. Burns Town Park	Dr. K's Motown Revue	\$3,000
7/31/2019	Plainview Old-Bethpage Community Park	-----	\$0
8/3/2019	John J. Burns Town Park	Back Stage Pass Media Productions Inc.	\$6,000
8/6/2019	John J. Burns Town Park	V&H Channel Consulting	\$3,000
8/7/2019	Syosset-Woodbury Community Park	Concert Pops of Long Island	\$4,500
8/10/2019	John J. Burns Town Park	The Music in You, LLC	\$2,200
		Total	\$64,400

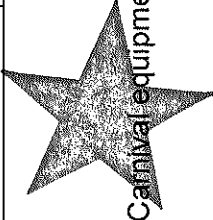


* To be reimbursed to the Town by *The Friends of the Community Service Department, Incorporated*

Music Under The Stars 2019
The Friends of the Community Service Department, Incorporated

Grid B

Date	Location	Check made payable to	Amount
7/10/2019	John J. Burns Town Park	Town of Oyster Bay (Fireworks reimbursement)	\$11,500
7/11/2019	Plainview-Old Bethpage Community Park	Swank Motion Pictures, Inc.	\$420
7/18/2019	Ellsworth W. Allen Town Park	Swank Motion Pictures, Inc.	\$384
7/24/2019	John J. Burns Town Park	Big Shot Tribute Band, Inc.	\$10,950
7/25/2019	Syosset-Woodbury Community Park	Swank Motion Pictures, Inc.	\$420
8/1/2019	Marjorie R. Post Community Park	Swank Motion Pictures, Inc.	\$384
8/8/2019	Theodore Roosevelt Memorial Park & Beach	Swank Motion Pictures, Inc.	\$420
Total			\$24,478



Carnival equipment for *Movies by Moonlight* will be procured through the Town of Oyster Bay's Carnival Equipment bid, # SO068-16.

Reviewed By
Office of Town Attorney

WHEREAS, Len Margolis, President, Locust Valley Chamber of Commerce, P. O. Box 178, Locust Valley, New York 11560, by letter dated March 21, 2019, requested the use of twelve (12) complete barricades and the closure of the parking area on Birch Hill Road (between Forest Avenue and Elm Street) and Parking Lot LV-1, Locust Valley, New York, for its 5th Annual Outdoor Art Walk Festival, to be held on Saturday, May 25, 2019 from 11:00 a.m. to 4:00 p.m.; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated April 8, 2019, advised that the Highway Department has no objection to providing the Locust Valley Chamber of Commerce with the use of twelve (12) complete barricades, that said barricades be dropped off on Friday, May 24, 2019 and collected on Tuesday, May 28, 2019, and the closure of the parking area on Birch Hill Road and Parking Lot LV-1, Locust Valley, New York, in conjunction with the 5th Annual Outdoor Art Walk Festival, to be held on Saturday, May 25, 2019 from 11:00 a.m. to 4:00 p.m.; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and John P. Bishop, Deputy Commissioner, Highway Department, is hereby authorized to provide the Locust Valley Chamber of Commerce with the use of twelve (12) complete barricades, to be delivered on May 24, 2019 and collected on May 28, 2019, and to close off the parking area on Birch Hill Road and Parking Lot LV-1, Locust Valley, New York, in conjunction with the 5th Annual Outdoor Art Walk Festival, to be held on Saturday, May 25, 2019 from 11:00 a.m. to 4:00 p.m.:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly authorized designee;
2. The Locust Valley Chamber of Commerce must provide the Town with proof that they notified the Nassau County Police Department, and the Nassau County Department of Public Works;
3. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and in the conduct of the aforesaid activity; and
4. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability and products liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate naming the Town of Oyster Bay as an additional insured, in connection with the aforescribed activity.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway

1

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 8, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: LOCUST VALLEY CHAMBER OF COMMERCE
5th ANNUAL OUTDOOR ART WALK FESTIVAL
SATURDAY, MAY 25th 2019

Enclosed please find a copy of the letter from Len Margolis, President, requesting our assistance on behalf of the Locust Valley Chamber of Commerce in conducting their 5th Annual Outdoor Art Walk Festival on Saturday, May 25th, 2019.

The highway department has no objection to the Locust Valley Chamber of Commerce utilizing parking lot LV-1 during the Annual Outdoor Art Walk Festival from 11:00 A.M. to 4:00 P.M. on May 25th, 2019.

In addition, the Highway Department will be pleased to provide twelve (12) complete barricades for the event, from May 24th thru May 28th, 2019.

Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover the Town of Oyster Bay equipment used for the event. Therefore Town Board approval is requested.




JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz

C: Town Attorney (7) copies
Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Richard Lenz, P.E., Commissioner DPW/HWY
Justin McCaffrey, Commissioner, Public Safety Department
Steve Kelly, Sign Bureau Supervisor



DEPUTY COMM/HIGHWAY

RECD BY HIGHWAY DEPT
MAR 22 '19 10:53

Locust Valley Chamber of Commerce

P.O. Box 178

Locust Valley, New York 11560

www.locustvalleychamber.com

March 21st, 2019

Richard Lenz
Commissioner of Highway
150 Miller Place
Syosset, NY 11791

The Locust Valley Chamber of Commerce (LVCC) will be holding its 5th annual Outdoor Art Walk Festival, on Saturday May 25th, from 11:00 am until 4:00 pm. We would like to request a permit to close off the parking area (island) on Birch Hill Road (between Forest Ave. and Elm St.) and Parking Lot LV-1. We are hoping that this will help bring potential customers to the area to promote commerce in the area for this event.

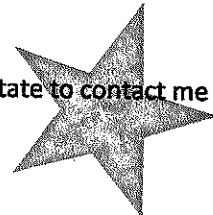
We would like to request the use of 12 barricades to close off the parking area.

The requisite insurance will be provided to the Town of Oyster Bay and Nassau County for this event. We would very much appreciate your assistance in arranging for a permit, for the approval for the use of this area.

Should you have any questions or require any further information please do not hesitate to contact me @ (516) 759-1133. Thank you

Yours Truly,

Len Margolis, President LVCC





LOCUS-4

OP ID: MC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2019

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
BADGE AGENCY, INC.
1000 Woodbury Rd, Suite 207
Woodbury, NY 11797
MARGE WINOWSKY

516-676-0070

CONTACT REARDON RAPLEE LINDNER

PHONE (A/C, No, Ext): 516-676-0070

FAX (A/C, No): 516-676-0258

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #:

INSURER A: MT. VERNON INSURANCE CO.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Locust Valley Chamber of
Commerce
P.O. Box 178
Locust Valley, NY 11550

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	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	NSP2552881A	05/04/2019	05/04/2020	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per person) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is additional insured.

Locust Valley Food and Art Walk May 25, 2019

CERTIFICATE HOLDER

TOBHWD

TOWN OYSTER BAY
150 MILLER PLACE
SYOSSET, NY 11791

Reviewed By
Office of Town Attorney

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

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Town of Oyster Bay
160 Miller Place
Syosset, NY 11791

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

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

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

However:

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

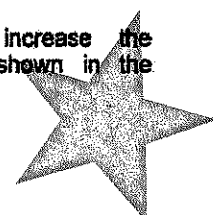
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

whichever is less.

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



Reviewed By
Office of Town Attorney

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

This Agreement is made this 21st day of MARCH 2019, by Locust Valley Chamber of Commerce (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Parking Area on Birch Hill Rd Between Forest Ave. and Elm St. Pkwy. Closing of L.V.C. for its Annual Art Walk on

Saturday May 25th - 12 Berriedes

for the event described as 5th Annual Art Walk

The property/equipment is needed from May 24th to May 28th

The event for which the property and/or equipment is requested ☒ is ☐ is not a profit making 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 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 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 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

Locust Valley Chamber of Commerce

Address of Organization

P.O. Box 178
Locust Valley NY 11560

By: [Signature] Len Mangione
Authorized Representative

Title: Pres.

Telephone Number: 516-759-1133

Reviewed By
Office of Town Attorney
[Signature]


DATE: 4/8/19
TO: HIGHWAY OPERATIONS
SUBJECT: Locust Valley CoC 5th Annual Art Walk Festival

PLEASE DELIVER TO:	DATE OF EVENT:	5/25/19
Lot LV-1	BARRICADES:	12
Locust Valley	CONES:	
	SORT PAILS:	
CONTACT: Len Margolis	PORTABLE LIGHTS:	
516-759-1133	GENERATOR:	
	PACKER:	
	DELIVER ON:	5/24/19
	PICKUP ON:	5/28/19

SWEEPING BEFORE AFFAIR IS NEEDED:	<u>XX</u>
	YES NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Peter Brown, Regional Foreman 003
Scott Dade, Area Foreman 011
Jeff VanNostrand

Public Safety Division
Dan Kornfeld

WHEREAS, Carmine Serravalli, Business Manager, Our Lady of Mercy Church, 500 South Oyster Bay Road, Hicksville, New York 11801, by letter dated March 25, 2019, requested the use of seventy-five (75) complete barricades and forty-eight (48) yellow recycling pails for its 12th Annual Summer Fair to be held from July 31, 2019 through August 4, 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated April 9, 2019, advised that the Highway Department has no objection to providing Our Lady of Mercy Church with the use of seventy-five (75) complete barricades and forty-eight (48) yellow recycling pails, for its summer fair, with said barricades to be delivered to 500 South Oyster Bay Road, Hicksville, New York, on July 29, 2019 and collected on August 6, 2019; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Highway Department is hereby authorized and directed to provide Our Lady of Mercy Church with the use of seventy-five (75) complete barricades and forty-eight (48) yellow recycling pails for its Annual Summer Fair to be held on July 31, 2019 through August 4, 2019, with said barricades and pails to be delivered to 500 South Oyster Bay Road, Hicksville, New York, on July 29, 2019 and collected on August 6, 2019, subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly designated representative;

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activity; and

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance in the amount of \$1,000,000.00 bodily injury and \$500,000.00 property damage, and naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity.

#

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway

Reviewed By
Office of Town Attorney
M. J. D. J.

8

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 9, 2019

TO: MEMORANDUM DOCKET

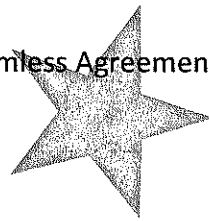
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: OUR LADY OF MERCY CHURCH 12th ANNUAL SUMMER FAIR
JULY 31ST THROUGH AUGUST 4TH, 2019

Enclosed please find a copy of the letter from Carmine Serravalli, Business Manager, requesting our assistance on behalf of Our Lady of Mercy Church in Hicksville in conducting their 12th Annual Summer Fair. The fair is to be held at the church from July 31st through August 4, 2019.

The Highway Department will be pleased to provide seventy five (75) complete barricades and forty (48) yellow recycling pails for the fair, from July 29th through August 6th, 2019.

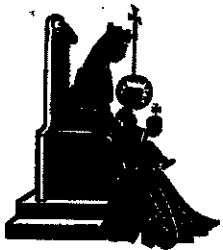
Also attached are a Certificate of Insurance, Endorsement Sheet and Hold Harmless Agreement to cover the event. Therefore, Town Board approval is requested.




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

C: Town Attorney (7) copies
Richard Lenz P.E., Commissioner DPW/Highway
Doug Robalino, General Foreman 002
Parks Department
Justin McCaffrey, Commissioner of Public Safety



OUR LADY OF MERCY

March 25, 2019

Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Attention: Mr. John Bishop Highway Acting Deputy Commissioner

REC'D BY HIGHWAY DEPT
APR 4 19 AM 11:03

OUR LADY OF MERCY CHURCH
500 SOUTH OYSTER BAY ROAD
HICKSVILLE, NEW YORK 11801-3501
TEL. NO.: (516) 931-4351
FAX: (516) 433-8702

Kim Z
DEPUTY COMM/HIGHWAY

Dear Commissioner Bishop,

Our Lady of Mercy Church is planning on their 12th Annual Summer Fair and would kindly like to request, if the Town of Oyster Bay kindly would provide us with the following equipment. We again are truly indebted for your past support and are very grateful for that you have provided for our community. Details related to our Summer Fair are as follows:

EVENT: Our Lady of Mercy Church Summer Fair

DATES: July 31st to August 4th

LOCATON: Our Lady of Mercy Church 500 South Oyster Bay Road Hicksville, NY 11801

Time: 7/31 to 8/2 6:00PM to 11:00PM, Saturday 8/3 5:00PM to 11:00PM, Sunday 8/4 5:00PM to 10:00PM

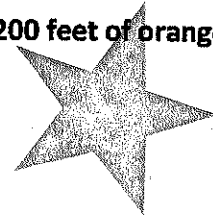
EQUIPMENT REQUEST: 75 Barricades, 24 Sort Pails, 24 Recycle Bins, and 200 feet of orange snow fence.

Again, we are very grateful for your continued support and cooperation.

Sincerely,

Carmine Serravalli

Our Lady of Mercy Church Business Manager
516 931-4351X216





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2019

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 Ecclesia Assurance Company c/o Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME: Porsha Seal PHONE (A/C No. Ext): E-MAIL: pseal@portercurtis.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ECCLESIA ASSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C No.): NAIC# 11952
INSURED OUR LADY OF MERCY CHURCH 600 SOUTH OYSTER BAY ROAD HICKSVILLE, NY 11801		

COVERAGES		CERTIFICATE NUMBER: C000177882		Account: 000025		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	ADD'L SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included	
A			PKG-2018-1	11/01/2018	11/01/2019	MED EXP (Any one person) \$ Not Covered	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ Included	
	POLICY PROJECT LOC					GENERAL AGGREGATE \$ None Applicable	
	OTHER:					PRODUCTS - COMP/OP AGG \$ None Applicable	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	ANY AUTO					BODILY INJURY (Per person) \$	
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$	
	DED RETENTIONS					PER STATUTE OTH. ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				E.L. EACH ACCIDENT \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The limits include applicable retentions.
See Addendum.

CERTIFICATE HOLDER
TOWN OF OYSTER BAY
54 AUDREY AVENUE
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

William A. Quint

Reviewed By
Office of Town Attorney

[Signature]

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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CERTIFICATE #: C000177882

AGENCY CUSTOMER ID: 000025

LOG #:



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY
Ecclesia Assurance Company c/o Porter & Curtis, LLC

NAMED INSURED
OUR LADY OF MERCY CHURCH
500 SOUTH OYSTER BAY ROAD
HICKSVILLE, NY 11801

POLICY NUMBER

CARRIER

NAIC CODE

EFFECTIVE DATE:

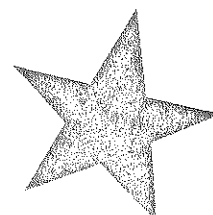
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

The certificate holder is included as an Additional Insured if required by written contract with respect to the equipment rentals for the Church Summer Fair taking place from 07/31/2019 through 08/04/2019 as follows:

- Showmobile portable lights, and picnic tables from 07/30/2019 through 08/05/2019;
- 75 Barricades, 24 Sort Pails, 24 Recycle Bins, and 200 feet of snow fence from 07/29/2019 through 08/05/2019;
- 2 load retainers from 07/30/2019 through 08/06/2019.

Reviewed By
Office of Town Attorney



ACORD 101 (2008/01)

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Endorsement Number: 17
Policy Number: PKG-2018-1 Date Effective: 11/1/2018.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following Coverage Part(s):
GENERAL LIABILITY

SCHEDULE

Town of Oyster Bay, 54 Audrey Avenue, Oyster Bay, NY 11771

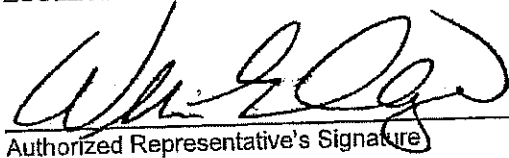
The person or organization shown in the Schedule above is an "insured", but only as respects your agreement to insure such person or organization and only if the wrongful act occurs after the date of agreement.

The amount of insurance shall not exceed the lesser of the amount of limits you agree to provide or the available limits of this insurance.

All other terms and conditions remain unchanged.

In witness whereof, this Endorsement has been executed in Rockville Centre, New York by the Company's authorized officer as set forth below.

ECCLESIA ASSURANCE COMPANY


Authorized Representative's Signature

9/26/2018
Date

Reviewed By
Office of Town Attorney




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

This Agreement is made this 25 day of March 2019, by Our Lady of Mercy Church (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Our Lady of Mercy Summer Fair
Request for 2 Load Containers to be placed in South
Driveway of School Right Parallel to our School Sidewalk
in the South Driveway - 13 Barrieades - 4 & 500 Pails
For the event described as Our Lady of Mercy Summer Fair
The property/equipment is need from July 29th August 6th
The event for which the property and/or equipment is requested (☒) is (☐) is not a not a profit making 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 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 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 additional insured. All certificated 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:

Our Lady of Mercy Church

Address of Organization:

500 South Oyster Bay Road
Hicksville, NY 11801

By: [Signature]

Authorized Representative

Title: Business Manager

Telephone Number: 516 931-4351 x2116

Reviewed By
Office of Town Attorney

[Signature]

DATE: 4/9/19
TO: HIGHWAY OPERATIONS
SUBJECT: OLM 12th Annual Summer Fair

PLEASE DELIVER TO:

Our Lady of Mercy Grounds
500 South Oyster Bay Road
Hicksville

CONTACT: Carmine Serravalli
516-931-4351

DATE OF EVENT: July 31-August 4, 2019

SNOW FENCE:

BARRICADES: 75

CONES:

SHORT PAILS: 48

PORTABLE LIGHTS:

GENERATOR:


PACKER:

DELIVER ON: 7/29/19

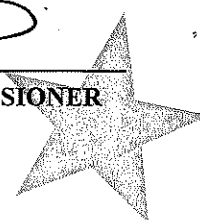
PICKUP ON: 8/6/19

SWEEPING BEFORE AFFAIR IS NEEDED:	<u>XX</u>	
	YES	NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT



JPB/kaz

CC: Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Joe Piczczatowski, Area Foreman 017
Jeff VanNostrand

Public Safety Division
Dan Kornfeld

Meeting of May 7, 2019

Resolution No. 280-2019

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 10, 2019, requested Town Board authorization to register Michael Imbergamo, a Code Enforcement Inspector working as a Residential Rehabilitation Inspector in the Community Development Block Grant program, as a member of the Building Inspectors Association of Nassau County, for the period from May 1, 2019 to April 30, 2020, at a cost of \$85.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Intergovernmental Affairs is hereby authorized to register Michael Imbergamo as a member of the Building Inspectors Association of Nassau County, for the period from May 1, 2019 to April 30, 2020, at a cost of \$85.00, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. IGA CD 8668 48250 732 CD18.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

Reviewed By
Office of Town Attorney

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Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: April 10, 2019

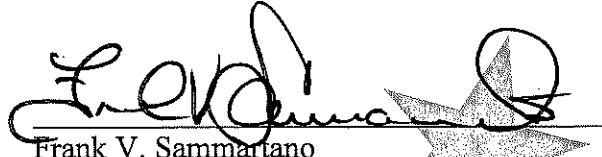
SUBJECT: Membership dues for BIANCO
Building Inspectors Association of Nassau County

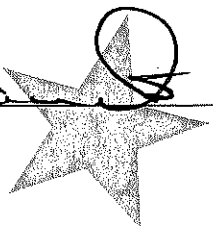
Michael Imbergamo is a Code Enforcement Inspector who works for the Community Development Block Grant Program in the capacity of Residential Rehabilitation Inspector. In this capacity he is certified by New York State's Department of State, Division of Code Enforcement and Administration as a Code Enforcement official for the New York State Uniform Fire Prevention and Building Code. Twenty-four (24) hours of approved in-service training is required annually to maintain the New York State Code Enforcement Official Certification.

The Department of Intergovernmental Affairs elected to register Inspector Imbergamo as a member of the Building Inspectors Association of Nassau County (BIANCO) which entitles him to take the in-service training courses sponsored by BIANCO. The cost of membership for Inspector Imbergamo is \$85.00 per year (May 1, 2019- April 30, 2020).

It is therefore, respectfully requested that the Town Board authorize Payment of Inspector Imbergamo's membership in BIANCO for the period (May 1, 2019– April 30, 2020)

Funds are available for this purpose in Account Number IGA CD 8668 48250 732 CD18


Frank V. Sammartano
Commissioner



FVS/PA
Attachment
cc: Town Attorney w/ 7 copies



Timothy Dougherty

Treasurer
18 Horse Hill Road
Brookville, NY 11545

VOUCHER

Voucher Number: 2019-4
Voucher Date: 4/4/2019

Building Inspectors Association of Nassau County

Invoice To: Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771
Attn: Peter Aiello

Mail To: Tim Dougherty
18 Horse Hill Road
Brookville, NY 11545

Make check payable to: BIANCO

\$ 85 PER MEMBERSHIP

MEMBERSHIP DUES:

Michael Imbergamo

Total Members:	1
AMOUNT DUE:	\$85.00

BIANCO is a non-profit professional association, Federal ID, #11-3086236


TREASURER

WHEREAS, pursuant to the Code of the Town of Oyster Bay ("Code"), Chapter 241, "Waterways", Section 241-9, "Applications", Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated April 12, 2019, directed ROBERT GREENWOOD, Applicant, to provide an Affidavit of Mailing Notice, pursuant to Section 241-9(E)(3) of the Code, of the application to erect, maintain, alter or improve a dock, pier, float, bulkhead or similar structure at 339 Bay Drive, Massapequa, New York 11758, known and designated as Section 65, Block 215, Lots 52-53, on the Nassau County Land and Tax Map, in compliance with Section 241-9; and

WHEREAS, more than 14 days have elapsed since said Affidavit of Mailing Notice was given; and

WHEREAS, Commissioner Maccarone, by said memorandum, stated that Chapter 241 of the Code requires Town Board approval for structures projecting into the Town waterways, which the proposed structure does, and has requested a calendar date of May 7, 2019, for Town Board action, in connection with the aforementioned application; and

WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated February 6, 2019, advised that pursuant to the provisions of the Town of Oyster Bay Environmental Quality Review Law, the Town Environmental Quality Review Division ("Division") has reviewed the captioned site plan application and has reviewed the relevant environmental factors affected by the uses proposed in the subject application, and has determined that said application warrants a TYPE II ACTION, thus having no significant impact on the environment, in accordance with the Environmental Conservation Law of the State of New York, and the applicable regulations thereof,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board does hereby determine that the aforementioned dock application will not have a significant impact on the environment, that the proposed action in said application constitutes a TYPE II ACTION, in accordance with the New York State Environmental Conservation Law and the applicable regulations thereof, and that the Town Board hereby adopts the Town of Oyster Bay Environmental Quality Review Division Report, dated February 6, 2019; and be it further

RESOLVED, That the application of ROBERT GREENWOOD, to erect, maintain, alter or improve a dock, float, pier, bulkhead or similar structure, at 339 Bay Drive, Massapequa, New York 11758, known and designated as Section 65, Block 215, Lots 52-53 on the Nassau County Land and Tax Map, is hereby APPROVED.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Environmental Resources

Reviewed By
Office of Town Attorney

15

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

TO: MEMORANDUM DOCKET

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

DATE: APRIL 12, 2019

**SUBJECT: WATERWAYS REVIEW
ROBERT GREENWOOD
339 BAY DRIVE
MASSAPEQUA, NY 11758
SECTION 65, BLOCK 215, LOT(S) 52-53
DOCK BUILDING PERMIT APPLICATION # 18090177**

We have received a request from Robert Greenwood to "construct a 5-foot-wide by 65 foot long pier, a 4 foot wide by 6 foot long cantilever deck with attached 2.5 foot wide by 16 foot long ramp connecting to a 6 foot wide by 40 foot long mooring float. Additionally install a 12 foot square boat lift supported by 12 inch diameter pilings and an 8 feet square dual Jet Ski lift with one piling." All work is to be done according to the attached plans stamped "NYSDEC Approved" Permit No. 1-2824-03179/00001 revised February 2, 2018 and approved February 22, 2018 and the Department of the Army, New York District, Corps of Engineers Nationwide Permit No. NAN-2016-00650-EPI dated July 1, 2016. Chapter 241 of the Code of the Town of Oyster Bay entitled "Waterways" requires Town Board approval for structures projecting into the waterways.

Copies of the following documents are attached: Town of Oyster Bay Mooring, Dock, Pier, Float and Bulkhead Permit Application No.18090177; New York State Department of Environmental Conservation (NYSDEC) Permit No. 1-2824-03179/00001 dated November 4, 2016; Department of the Army, New York District Corps of Engineers Permit No. NAN-2016-00650-EPI dated July 1, 2016, and a letter of General Concurrence with the Federal Consistency Assessment Form from the New York State Department of State dated April 29, 2016. Also attached is a memo from George Baptista Jr., Deputy Commissioner Department of Environmental Resources dated February 6, 2019,

classifying the project as a TYPE II ACTION under SEQRA. Please note that plans for the proposed work can be found attached to the DEC permit.

The relevant documents are attached for your review. Please note the proposed plans can be located in the NYSDEC and the Department of the Army Corps of Engineers Permit approvals.



HONORABLE MEMBERS OF THE TOWN BOARD
WATERWAYS REVIEW
ROBERT GREENWOOD
339 BAY DRIVE
MASSAPEQUA, NY 11758
SECTION 65, BLOCK 215, LOT(S) 52-53
DOCK BUILDING PERMIT APPLICATION # 18090177

Page 2

The proposed work at the subject premises would, in our opinion, be compatible with the surrounding area.

Pursuant to Section §241-9(E)(3) in the Town Code, all persons, local governments, other agencies or corporations having any property or operating any facilities on the two properties on both sides of the premises for which the permit is sought (four properties in total), and any properties which have any frontage on a waterway and are directly opposite from the subject premises shall be notified at least 14 days in advance, in writing, of the appearance of such matter for Town Board action. It is the responsibility of the applicant to issue said notices and the applicant shall bear the cost of same. Therefore, I respectfully request that this application be put on the agenda for the May 7, 2019 Town Board calendar to provide the applicant ample time to comply with this requirement.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM/MM
Encls.

cc: Legislative Affairs (7 copies w/ attachments)
cc: Town Attorney's Office, Attn: Dennis Sheehan

TOWN OF OYSTER BAY
Inter-Departmental Memo
January 31, 2019

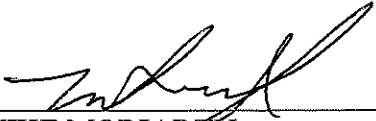
To : DEPARTMENT OF ENVIRONMENTAL RESOURCES
ATTN: JULIA SCHNEIDER, DIRECTOR OF TEQR

From : DEPARTMENT OF PLANNING & DEVELOPMENT – PLANNING DIVISION

Subject : REVIEW OF PIER APPLICATION NUMBER 18090177
ROBERT GREENWOOD
339 BAY DRIVE
MASSAPEQUA, N.Y. 11758
SEC 65 BLK. 215 LOT 52
ZONE: NOT TOWN OF OYSTER BAY ZONING JURISDICTION

Attached is a copy of pier application number 18090177 along with one set of all paperwork, approvals and plans submitted with this application. Please review the paperwork, approvals and plans for compliance with the Environmental Ordinances of the Town of Oyster Bay. Kindly send all correspondence directly to the Planning Division. Thank you for your attention to this matter.





MIKE MORIARTY
PLANNING DIVISION

MM

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

February 6, 2019

TO: JOSEPH NOCELLA, TOWN ATTORNEY
ATTENTION: CAROL STRAFFORD, LEGISLATIVE AFFAIRS

FROM: GEORGE BAPTISTA JR., DEPUTY COMMISSIONER,
DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT: DOCKS, PIERS & FLOATS PERMIT:
ROBERT GREENWOOD
Application # 18090177
339 BAY DRIVE, MASSAPEQUA, New York
Section: 65 Block: 215 Lot(s): 52

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 (TEQR) Law (Chapter 110 of the Oyster Bay Town Code), the Department of Environmental Resources has reviewed the above-captioned application.

Based on our review, the Department has classified the subject proposal as a **TYPE II ACTION**, under the SEQRA Type II Actions List, at §617.5(c)(12), relative to "construction, expansion or placement of minor accessory/appurtenant residential structures, including garages, carports, patios, decks, swimming pools, tennis courts, satellite dishes, fences, barns, storage sheds or other buildings not changing land use or density;" and under Appendix B, §B(2), of the TEQR Law, relative to "The installation of minor accessory facilities such as lawn sprinkler systems, swimming pool heaters and fire sprinkler systems, provided that such systems comply with all applicable codes and ordinances."

Actions or classes of actions identified in the above-referenced section of SEQRA have been pre-determined not to have a significant impact on the environmental or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8.

Inasmuch as the action which would be undertaken by the subject applicant is on SEQRA's pre-determined Type II Actions list, as described above, the Department of Environmental Resources has applied the law and finds that the subject application does not require the completion of an environmental assessment form or an environmental impact statement, or any further review under SEQRA.


GEORGE BAPTISTA JR., DEPUTY COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

cc: Elizabeth L. Maccarone, Commissioner, Department of Planning & Development
Attn: Michael Moriarty, Commercial Planning

SECTION 65 BLOCK 215 LOT(S) 52-53



TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF BUILDING
Town Hall
Oyster Bay, New York 11771

18090177

APPLICATION FOR PERMIT TO BUILD OR INSTALL

APPLICATION MUST BE TYPEWRITTEN OR PRINTED IN INK LEGIBLY.

PROPERTY
OWNER: Name MR. ROBERT GREENWOOD Street Address 53 STILLWATER AVE Post Office MASSAPEQUA Zip 11758 Phone # (516) 779-4611
LESSEE
TENANT:

APPLICANT: MR. ADON AUSTIN | RISING TIDE 486 SUNRISE HWY SUITE 102 ROCKVILLE CENTER 11570 (516) 595-3483

ARCHITECT: PERMITS BY GARY 2 WHALENECK DRIVE MERRICK 11566

CONTRACTOR: KEVEL MARINE 327 SUNSET BLVD. MASSAPEQUA 11758 (516) 541-8819

PLUMBER:

ELECTRICIAN:

ADDRESS OF CONSTRUCTION: 339 BAY DRIVE MASSAPEQUA 11758
IF DIFFERENT FROM ABOVE NO. & STREET POST OFFICE ZIP CODE

LOCATION OF PROPERTY: N.E.S.W. SIDE OF BAY DRIVE 900 FEET
N.E.S.W. OF SUNSET BLVD MASSAPEQUA
OR (STREET) (POST OFFICE)
N.E.S.W. OF corner of and (STREET) (STREET) (POST OFFICE)

CHECK HERE IF REQUESTING A WAIVER OF THE RECENT SURVEY REQUIREMENT (SEE INSTRUCTIONS FOR FURTHER INFO).

TYPE OF BUILDING

A. TYPE OF IMPROVEMENT

B. PROPOSED USE

EXISTING PROPOSED X

EXISTING X PROPOSED

1. NEW BUILDING/STRUCTURE
2. ADDITION/EXTENSION
3. ALTERATION (i.e. Garage Conv.)
4. DECK
5. AWNING/ROOF-OVER
6. CELLAR ENTRANCE
7. REISSUE #
8. OTHER BULKHEAD / PIER / FLOAT X

1. ONE FAMILY X
2. TWO FAMILY
3. PARENT CHILD
4. GARAGE
5. BUSINESS
6. INDUSTRIAL
7. RESTAURANT
8. PUBLIC ASSEMBLY
9. OTHER

DESCRIBE THE WORK IN DETAIL (Size and Dimension(s) of Structure(s) RECONSTRUCT 279 FT OF BULKHEAD 18 IN. HIGHER WITH TWO RETURNS, CONSTRUCT/INSTALL 4X60 PIER W/ 4 PILE BOAT LIFT, 8X8 JET SKI LIFT, KNEE DOCK W/ RAMP AND 6X40 FLOAT. WORK PER DEC PERMIT.

CHECK HERE IF TREES ARE BEING REMOVED ON THE PROPERTY. IF SO, A TREE PERMIT MUST BE OBTAINED FROM THE DEPARTMENT OF PARKS. PLEASE CALL (516) 797-7956 FOR FURTHER INFORMATION.

HAVE BOTH AFFIDAVITS NOTARIZED

THE OWNER OF THE BUILDING & THE UNDERSIGNED AGREE TO CONFORM TO ALL APPLICABLE LAWS OF THE TOWN OF OYSTER BAY, COUNTY OF NASSAU & STATE OF NEW YORK

APPLICANT

OWNER

STATE OF NEW YORK
COUNTY OF NASSAU

ss:

MR. ADON AUSTIN, PE being duly sworn, deposes and says: That he/she resides at RISING TIDE / 486 SUNRISE HWY SUITE 102 In the hamlet of ROCKVILLE CENTRE in the State of NEW YORK and that he/she is authorized by the Owner MR. ROBERT GREENWOOD who is the owner in fee of all that certain lot, piece or parcel of land shown on the attached survey, situated, lying and being within the unincorporated area of the Town of Oyster Bay, to make application for a permit to perform said work in the foregoing application and accompanying plans, and all the statements contained herein are true to deponent's own knowledge.
Address: 486 SUNRISE HIGHWAY SUITE 102 ROCKVILLE CENTRE, NY, 11570
Phone: (516) 595-3483

(Sign here)
Sworn to before me this day of 20

NOTARY PUBLIC

STATE OF NEW YORK
COUNTY OF NASSAU

ss:

MR. ROBERT GREENWOOD being duly sworn, deposes and says: That he/she resides at 53 STILLWATER AVE in the hamlet of MASSAPEQUA in the State of NEW YORK and that he/she is the owner in fee of all that certain lot, piece or parcel of land shown on the attached survey, situated, lying and being within the unincorporated area of the Town of Oyster Bay, that the work proposed to be done upon the said premises, will be done in accordance with the approved application and accompanying plans, and hereby authorizes N/A (applicant) to make application for a permit to perform said work in the foregoing application and accompanying plans, and all the statements herein contained are true to deponent's own knowledge.

(Sign here)
Sworn to before me this 17 day of July 2019

Susan Santoro SUSAN SANTORO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02SA5021158

NOTARY PUBLIC
Qualified in Nassau County
My Commission Expires December 31, 2021

BULKHEAD REPLACEMENT

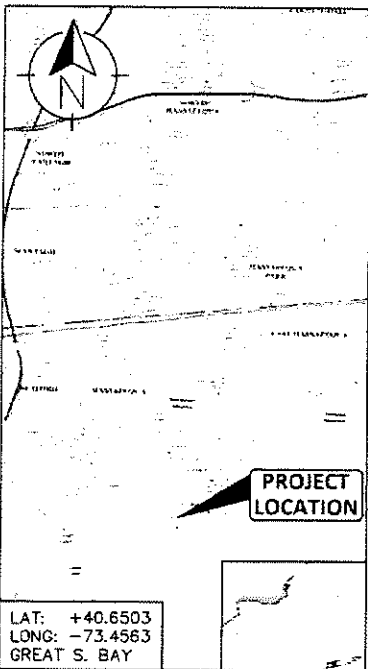
339 BAY DRIVE

MASSAPEQUA NY, 11758

15 OCTOBER 2018

T.O.B. PERMIT APPLICATION
ISSUED FOR CONSTRUCTION

LOCATION MAP



REF: AMITYVILLE QUADRANGLE NEW
YORK 7.5-MINUTE SERIES

PROJECT INFORMATION

LOCATION
PRIVATE RESIDENCE OF MR. ROBERT GREENWOOD, 339
BAY DRIVE, IN THE TOWN OF MASSAPEQUA, NASSAU
COUNTY, NEW YORK ALONG THE GREAT SOUTH BAY.

PROJECT NOTIFICATION
COMMENCEMENT NOTIFICATION TO REGULATORY AGENCY
SHALL BE SUBMITTED, AS REQUIRED, BY SELECTED
CONTRACTOR PRIOR TO THE START OF WORK.

GENERAL CONTACT INFORMATION
RISING TIDE WATERFRONT SOLUTIONS, PLLC
486 SUNRISE HIGHWAY, SUITE 102
ROCKVILLE CENTRE, NY 11570
PHONE: 516-595-3483
EMAIL: CONTACT@RT-WS.COM

DEFINITION(S)

AUTHORITY: PROJECT AUTHORITY
ENGINEER: RISING TIDE WATERFRONT SOLUTIONS, PLLC
CONTRACTOR: KEVEL MARINE CONSTRUCTION

REVISION(S)

A: TOWN OF OYSTER BAY 10-5-2018

SKETCH INDEX

- SK-1 TITLE SHEET & LOCATION PLAN
- SK-2 GENERAL NOTES
- SK-3 FACILITY PLAN
- SK-4 BULKHEAD SECTION
- SK-5 BULKHEAD CONNECTION DETAILS
- SK-6 BULKHEAD CONNECTION DETAILS
- SK-7 PIER DETAILS
- SK-8 PIER CONNECTION DETAILS
- SK-9 PIER CONNECTION DETAILS
- SK-10 FLOATING DOCK DETAILS
- SK-11 KNEE DOCK NOTES & DETAILS
- SK-12 VESSEL LIFT DETAILS



SCHEDULE C - TIDAL CHART ELEVATION(S)			
POSITION	MLW	NAVD88	DESCRIPTION
MHWS	+2.5	+1.4	MEAN HIGH WATER SPRING
MHHW	+2.3	+1.2	MEAN HIGHER HIGH WATER
MHW	+2.1	+1.0	MEAN HIGH WATER
MSL	+1.0	-0.1	MEAN SEA LEVEL
MLW	±0.0	-1.1	MEAN LOW WATER
MLLW	-0.1	-1.2	MEAN LOWER LOW WATER

PROJECT DESCRIPTION

REMOVE AND RECONSTRUCT 278 LINEAR FEET OF FUNCTIONING AND LAWFULLY EXISTING BULKHEAD, INCLUDING RETURNS AND PARALLEL CAPPING BOARDWALKS, WITHIN THE LITTORAL ZONE (DEF: 6 NYCRR PART 661) IN-PLACE (WITHOUT SEAWARD EXPANSION). THE REPLACEMENT BULKHEAD SHALL BE 18-INCHES HIGHER THAN THE EXISTING. IN ADDITION, CONSTRUCT/INSTALL (A) A 4FT WIDE BOARDWALK ALONG THE BULKHEAD; (B) A 60X5 FT TIMBER PIER WITH THRU-FLOW DECK EXTENDING SEAWARD FROM THE BULKHEAD THAT PROVIDES ACCESS TO A VESSEL LIFT; (C) A 40X6 FT FLOATING DOCK ACCESSIBLE FROM A GANGWAY AND KNEE DOCK. INSTALL LIFT FOR PERSONAL WATERCRAFT. PROJECT INCLUDES DREDGING 35 CY FROM AN AREA UP TO 5 FT FROM THE BULKHEAD TO A DEPTH OF 4 FT BELOW THE MEAN LOW WATER ELEVATION.

SHEET NO. SK-1 1 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE N/A	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570 SHEET TITLE SHEET & LOCATION PLAN
	DRAWN BY DAC		DATE 10/15/2018	
	CHECKED BY AWA		REVISION NO. A	

GENERAL NOTE(S)

1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS, METHODS, AND SAFETY OF WORK.
2. ALL WORK SHALL CONFORM TO ALL FEDERAL, STATE, COUNTY, OR LOCAL CODES HAVING JURISDICTION OVER THE PROJECT LOCATION.
3. ALL PROJECT WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE AUTHORITY OR THE ENGINEER. CONTRACTOR SHALL BECOME FAMILIAR WITH THE ACTUAL SITE CONDITIONS AND SHALL BE RESPONSIBLE FOR FURNISHING A COMPLETED PROJECT AS REPRESENTED IN THE CONTRACT DOCUMENTS.
4. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING. THE CONTRACTOR SHALL PERFORM FIELD MEASUREMENTS PRIOR TO CONSTRUCTION, FABRICATION, AND/OR PURCHASE OF ANY MATERIAL. DISCOVERY OF INCONSISTENT SITE INFORMATION OR CONDITIONS SHALL BE IMMEDIATELY CONVEYED TO THE AUTHORITY AND THE ENGINEER PRIOR TO COMMENCING OR CONTINUING CONSTRUCTION. CONFLICTS ARISING DUE TO THE LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND AT THE SOLE EXPENSE OF THE CONTRACTOR.

PERMIT(S)

1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL REQUIRED REGULATORY, CONSTRUCTION AND/OR BUILDING PERMITS AND/OR CLEARANCES ARE SECURED PRIOR TO COMMENCING CONSTRUCTION.

SITE ACCESS AND STAGING AREA(S)

1. THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE SECURITY AND JOB SAFETY. ALL CONSTRUCTION ACTIVITY SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL & STATE REGULATIONS.
2. THE PROJECT AREA SHALL BE KEPT, AT ALL TIMES, FREE OF DEBRIS AND EXCESS MATERIAL TO THE SATISFACTION OF THE AUTHORITY AND THE ENGINEER.

ENVIRONMENTAL CONTROLS

1. CONTRACTOR SHALL PERFORM ALL WORK IN CONFORMANCE WITH THE CONDITIONS DEFINED WITHIN LISTED REGULATORY PERMITS.
2. CLEAN FILL ONLY - ALL FILL SHALL CONSIST OF CLEAN SAND, GRAVEL OR SOIL. ASPHALT, SLAG, FLY ASH, BROKEN CONCRETE OR DEMOLITION DEBRIS IS PROHIBITED.
3. CONTRACTOR SHALL NOT DISTURB PROTECTED BUFFER AREA OR AREAS PREVIOUSLY DESIGNATED TO REMAIN IN A NATURAL AND/OR UNDISTURBED STATE BY ANY ENVIRONMENTAL AGENCY.
4. BULKHEAD / STRUCTURE EXCAVATION - ALL BACKFILL SHALL BE EXCAVATED LANDWARD OF THE STRUCTURE AND RETAINED PRIOR TO ANY CONSTRUCTION OR REMOVAL OF THE BULKHEAD. CONTRACTOR SHALL PREVENT ALL EXCAVATED SOIL FROM ENTERING THE WATERBODY. ALL EXCAVATED MATERIAL SHALL BE RETAINED AT THE PROJECT SITE ABOVE THE REACH OF HIGH WATER OR BEHIND THE COMPLETED WALL.
5. BULKHEAD / STRUCTURE BACKFILL - BULKHEAD CONSTRUCTION SHALL BE COMPLETED PRIOR TO PLACEMENT OF FILL MATERIAL BEHIND SUCH STRUCTURE.
6. DREDGING - DREDGING ASSOCIATED WITH THE BULKHEAD REPLACEMENT SHALL NOT EXCEED 25-CUBIC YARDS AND BE LIMITED TO THE AREA 10-FEET SEAWARD OF THE BULKHEAD AND TO A DEPTH OF 4-FEET BELOW THE MEAN LOW WATER ELEVATION. ALL DREDGING SHALL BE CONDUCTED TO LEAVE A UNIFORM BOTTOM ELEVATION FREE OF MOUNDS OR HOLES.
 - A. ALL DREDGING OPERATIONS SHALL BE PERFORMED WITH A CLAM SHELL OR OTHER CLOSED BUCKET EQUIPMENT. HYDRAULIC DREDGING AND THE USE OF A DRAGLINE IS PROHIBITED. SIDE CASTING (DOUBLE DIPPING) OR TEMPORARY STORAGE OF DREDGED MATERIAL IS PROHIBITED.
 - B. ALL DREDGED MATERIAL SHALL BE RETAINED ON THE PROJECT SITE ABOVE THE REACH OF HIGH WATER OR BEHIND THE COMPLETED WALL TO PREVENT RE-ENTRY INTO THE WATERBODY. OFF-SITE, UPLAND DISPOSAL OF DREDGED MATERIAL IS PROHIBITED.

MATERIAL(S)

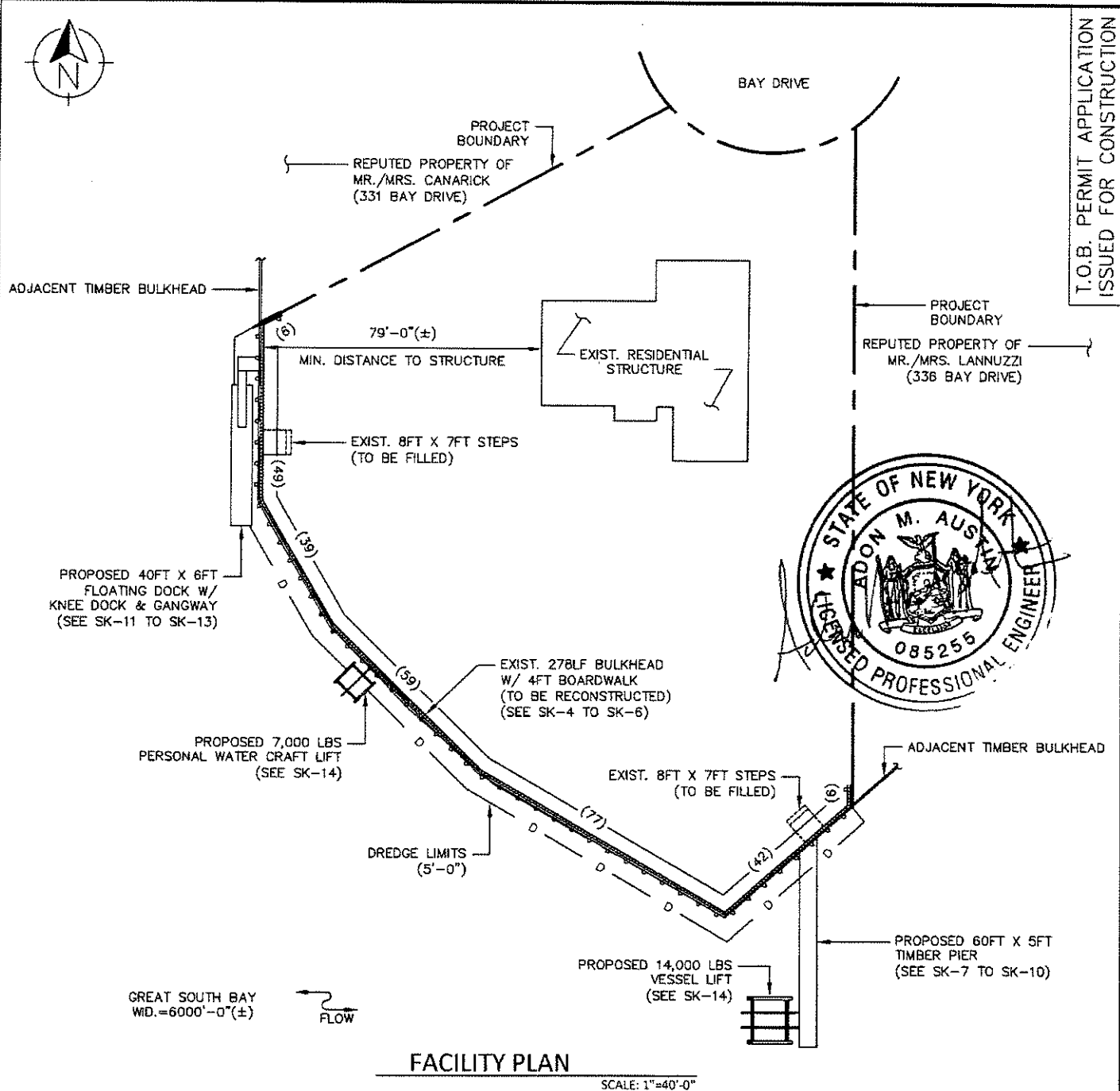
1. MATERIALS THAT ARE STORED ON SITE SHALL BE STORED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS AND LOCATED IN AN AREA THAT IS PROTECTED TO PREVENT ACCIDENTS, DAMAGE, AND ANY ADVERSE ENVIRONMENTAL EFFECTS. DAMAGED MATERIALS SHALL BE PROMPTLY REPORTED TO THE AUTHORITY AND THE ENGINEER. DAMAGED MATERIALS SHALL BE REMEDIATED BY THE CONTRACTOR AT THE CONTRACTORS SOLE EXPENSE AND IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
2. TIMBER: TIMBER EXPOSED TO SEAWATER, SALTWATER SPRAY OR IN CONTACT WITH THE GROUND SHALL RECEIVE CCA TREATMENT IN ACCORDANCE WITH THE LATEST AWP A STANDARDS, COMMODITY SPECIFICATION A.P. 3.0.
 - A. PILES: PILES SHALL BE CLASS B SOUTHERN YELLOW PINE SUITABLE FOR A DESIGN STRESS OF 1200-PSI IN ACCORDANCE WITH ASTM D2899-70 T. PILES SHALL BE CCA TREATED PER AWP A-P5 AT A RETENTION RATE OF 2.5-PCF. MAXIMUM ALLOWABLE HORIZONTAL INSTALLATION DEVIATIONS SHALL BE 3-INCH AND VERTICAL INSTALLATION DEVIATION SHALL BE 1-INCH IN 10-FEET.
 - B. FRAMING AND POSTS - FRAMING AND POSTS SHALL BE CLASSIFIED AS USE CATEGORY UC4B AND RECEIVE A MINIMUM TREATMENT CONSISTING OF 0.6-PCF OF CCA.
 - C. DECKING AND RAILS - TIMBER FOR DECKING OR RAILS SHALL BE CLASSIFIED AS USE CATEGORY UC4B AND RECEIVE TREATMENT CONSISTING OF 0.6-PCF OF ACQ-B.
3. VINYL SHEET PILES - SHEET PILES SHALL BE FABRICATED BY A MANUFACTURER APPROVED, IN WRITING, BY THE AUTHORITY OR ENGINEER, A PROVIDE A MINIMUM MODULUS OF ELASTICITY OF 380-KSI.
 - A. SHEET PILING SHALL BE DRIVEN TO DEPTH AS SHOWN IN THE CONTRACT DOCUMENTS. SHEETS DRIVEN TO A DEPTH, LESS THAN SPECIFIED MUST BE REPORTED TO THE ENGINEER, IN WRITING.
 - B. SHEET PILING SHALL BE DRIVEN WITHIN 1-INCH PER 5- FEET IN THE PLANE OF THE SHEET AND 3/8-INCH PER 1-FOOT PERPENDICULAR TO THE PLANE OF THE SHEET.
4. FASTENING HARDWARE - STEEL FOR TIMBER CONNECTIONS SHALL BE HOT DIPPED GALVANIZED (HDG.), WITH COATING WEIGHT NOT LESS THAN 2-OUNCES PER 1-SQUARE FOOT, AFTER FABRICATION.
5. FILL MATERIALS - MATERIAL CONSISTING OF ROCK, STONE, SLAG, COBBLES, OR GRAVEL FREE OF SHALE OR OTHER SOFT, POOR DURABILITY PARTICLES AND UNSUITABLE MATERIALS. UNSUITABLE FILL SHALL COMPRISE ANY MATERIAL SO DESIGNATED BY THE ENGINEER BECAUSE OF ITS TYPE, INABILITY TO BE PROPERLY COMPACTED, OR LEVEL OF CONTAMINATION.



ABBREVIATIONS	
CL	CENTER LINE
Ø	DIAMETER
EL.	ELEVATION
EMBED.	EMBEDMENT
EXIST.	EXISTING
FND	FOUNDATION
HDG.	HOT DIPPED GALVANIZED
MHHW	MEAN HIGHER HIGH WATER
MHWS	MEAN HIGH WATER SPRING
MIN.	MINIMUM
MLLW	MEAN LOWER LOW WATER
MLW	MEAN LOW WATER
MSL	MEAN SEA LEVEL
N/A	NOT APPLICABLE
N.T.S.	NOT TO SCALE
PL	PLATE
PLA.	PLACE(S)
T/	TOP OF
TREAT.	TREATMENT
TYP.	TYPICAL

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SHEET NO. SK-2 2 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE N/A	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570 SHEET GENERAL NOTES
	DRAWN BY DAC		DATE 10/15/2018	
	CHECKED BY AWA		REVISION NO. A	



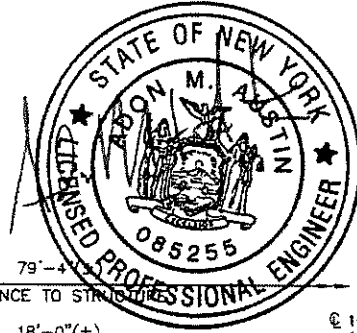
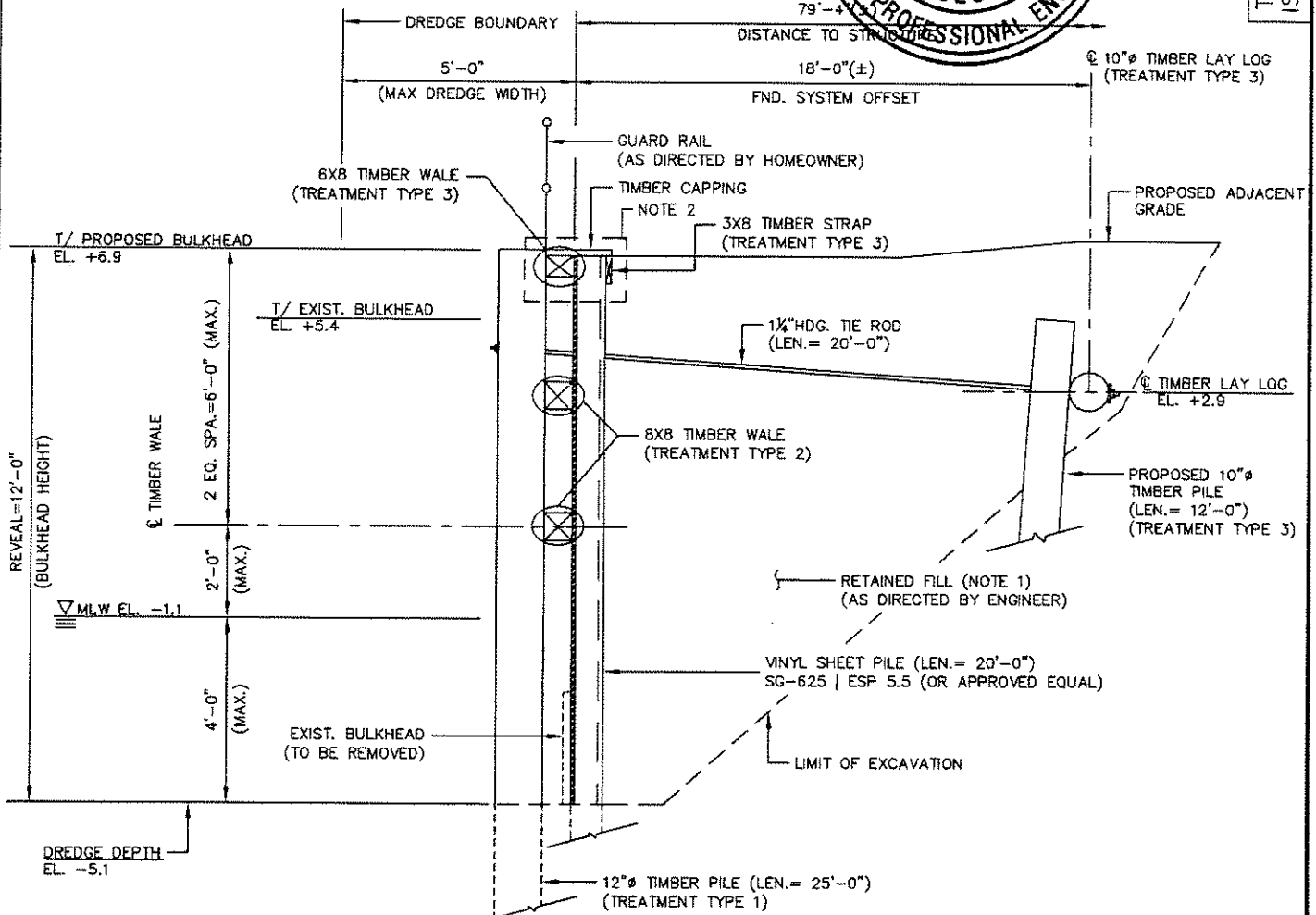
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LEGEND:
(XX) BULKHEAD SEGMENT LENGTH

SHEET NO. SK-3 3 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=40'-0"	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570 SHEET FACILITY PLAN
	DRAWN BY DAC		DATE 10/15/2018	
	CHECKED BY AWA		REVISION NO. A	

NOTE(S):

1. FILL: ALL FILL WILL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
2. BULKHEAD ELEVATION: T/PROPOSED BULKHEAD TO BE RAISED NO MORE THAN 18 INCHES HIGHER THAN EXISTING T/BULKHEAD ELEVATION.

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TYPICAL SECTION

SCALE: 1"=3'-6"

NOTE: BOARDWALK NOT SHOWN FOR CLARITY

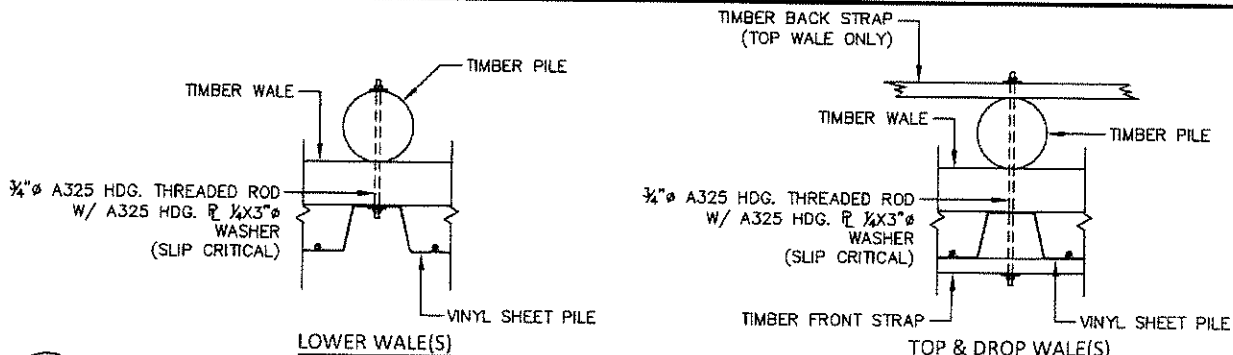
SCHEDULE 3-A: TIMBER TREATMENT

TREATMENT TYPE	CCA RETENTION	DESCRIPTION
1	2.5	CCA TREATED PER AWPA P5
2	2.5	CCA TREATED PER LATEST AWPA STANDARDS, COMMODITY SPECIFICATION A P 3.0
3	1.5	

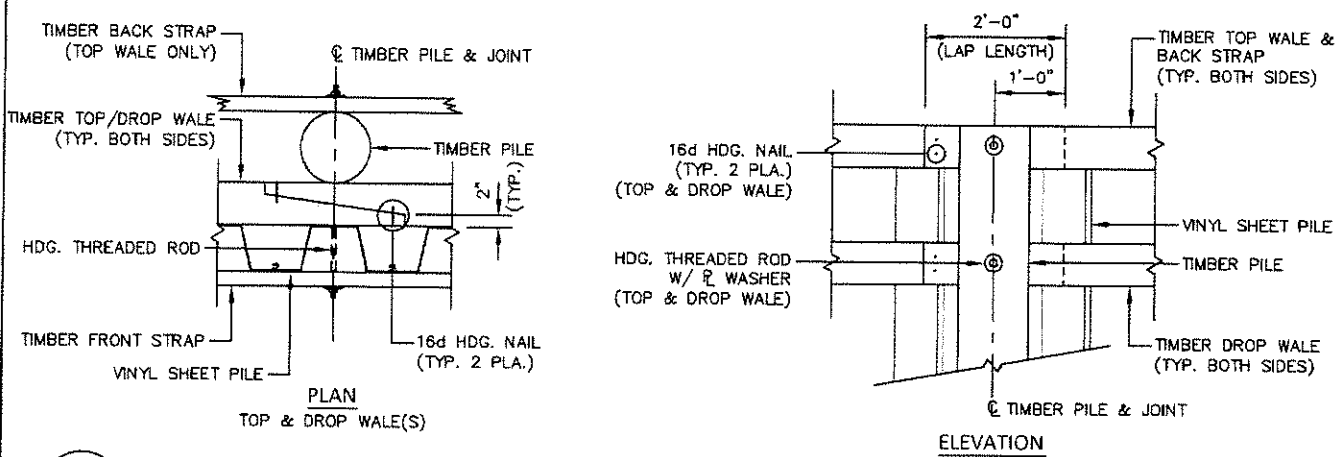
NOTE:
ELEVATIONS ARE PROVIDED IN NAVD88

SHEET NO. SK-4 4 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=3'-6" DATE 10/15/2018 REVISION NO. A	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570 SHEET BULKHEAD SECTION
	DRAWN BY DAC CHECKED BY AWA			

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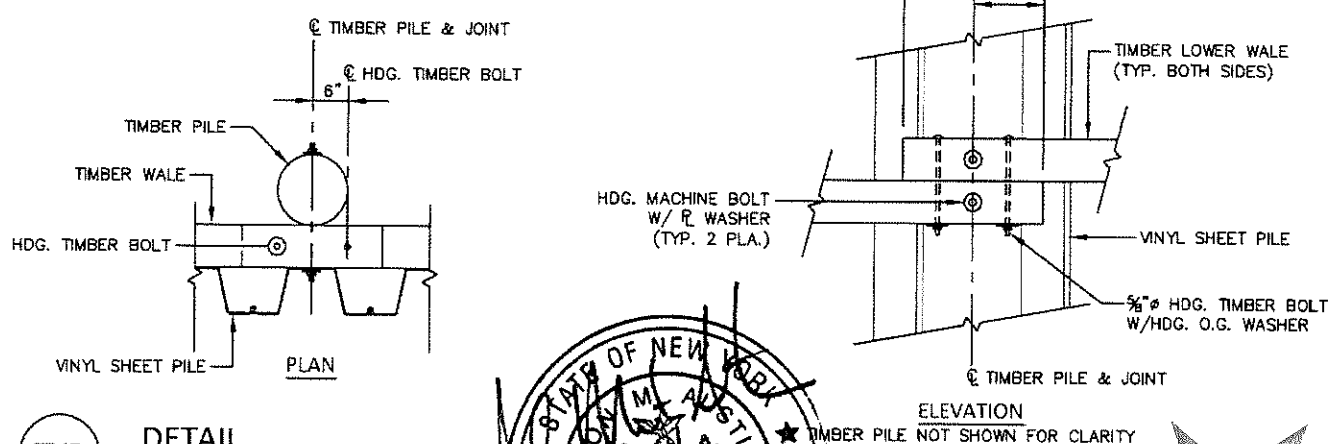


TYP DETAIL PILE FASTENER(S) - VINYL SHEET PILE N.T.S.



TYP DETAIL SCARF JOINT - TOP & DROP WALE N.T.S.

DETAIL NOTE(S)
1. SEAL ALL SAWN JTS. OF TREATED LUMBER AS RECOMMENDED BY THE MFR.

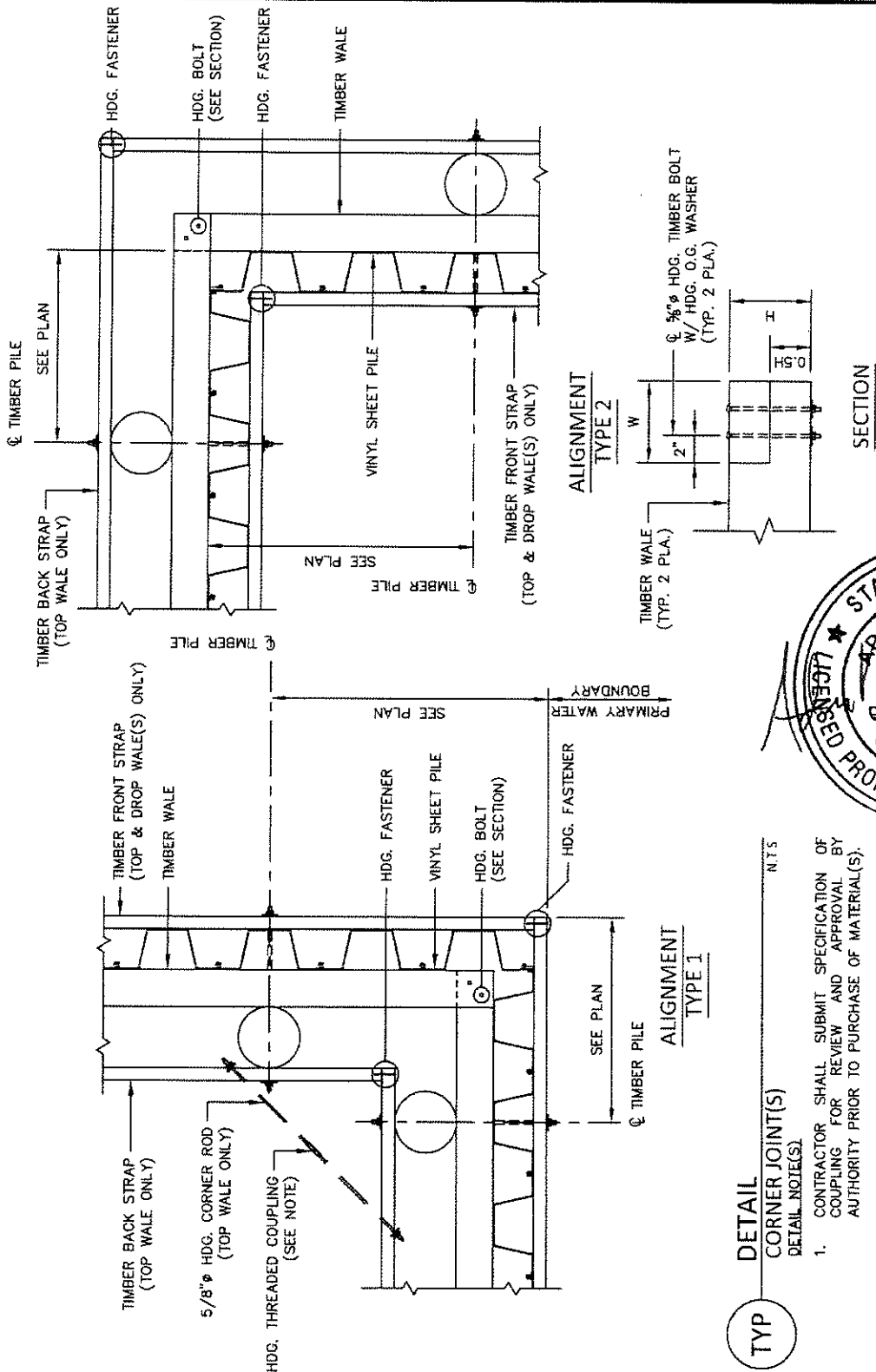


TYP DETAIL LAP JOINT - LOWER WALE(S) N.T.S.

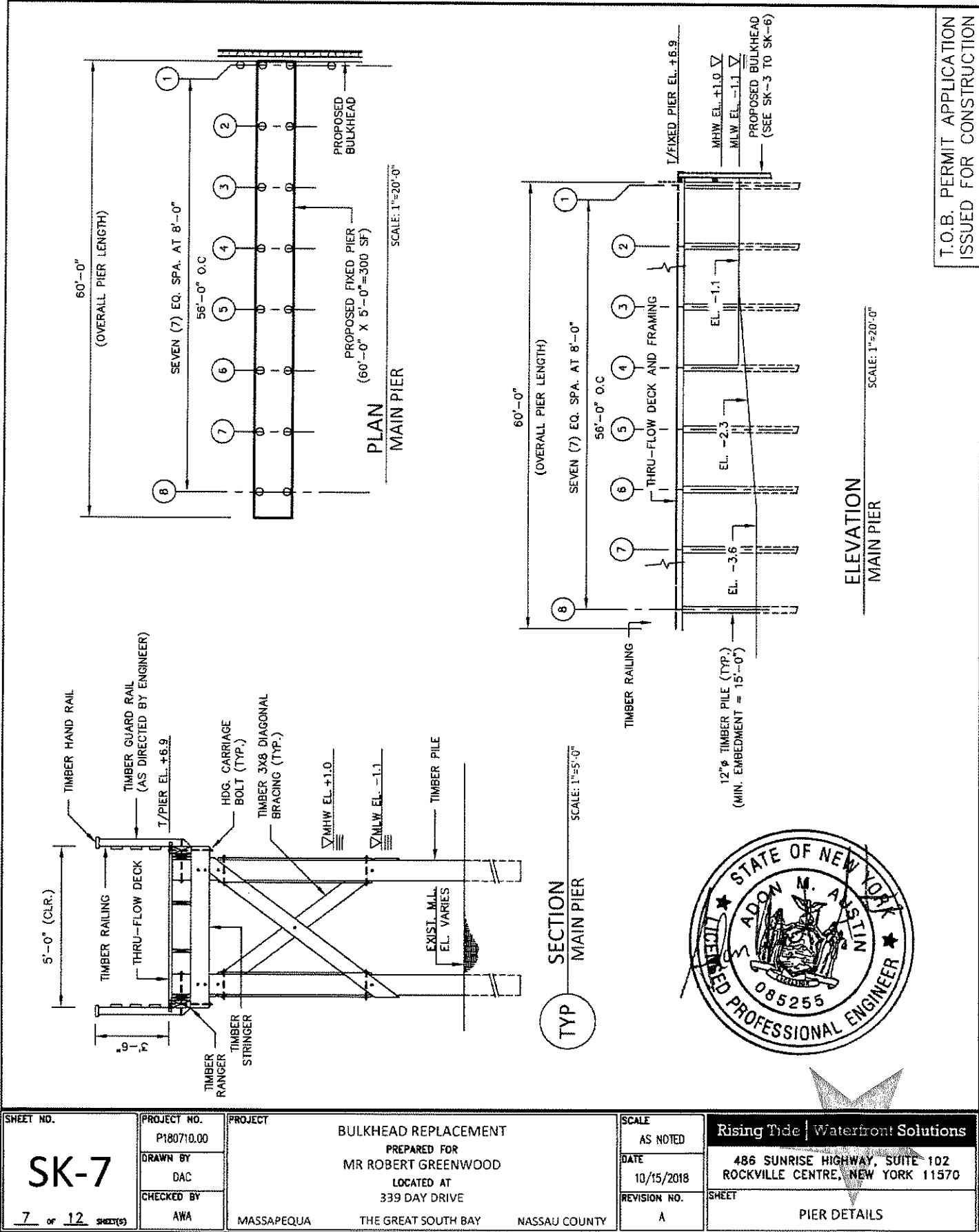
DETAIL NOTE(S)
1. SEAL ALL SAWN JTS. OF TREATED LUMBER AS RECOMMENDED BY THE MFR.

SHEET NO. SK-5 5 of 12 SHEET(S)	PROJECT NO. P180710.00 DRAWN BY DAC CHECKED BY AWA	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=3'-6" DATE 10/15/2018 REVISION NO. A	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570 SHEET BULKHEAD CONNECTION DETAILS
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SHEET NO. <div>SK-6</div> <div>6 of 12 SHEET(S)</div>	PROJECT NO. P180710.00 DRAWN BY DAC CHECKED BY AWA	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=3'-6" DATE 10/15/2018 REVISION NO. A	<div> <div>Rising Tide Waterfront Solutions</div> <div>486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570</div> </div> <div> SHEET BULKHEAD CONNECTION DETAILS </div>
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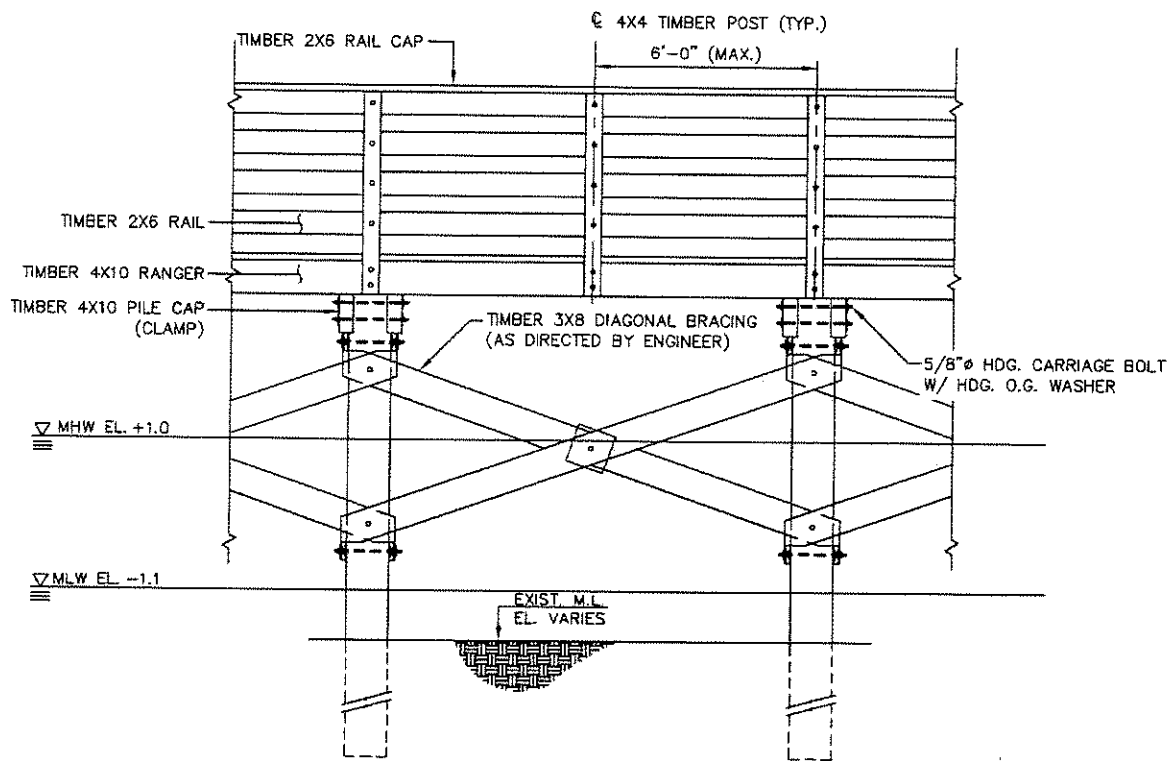


T.O.B. PERMIT APPLICATION
ISSUED FOR CONSTRUCTION



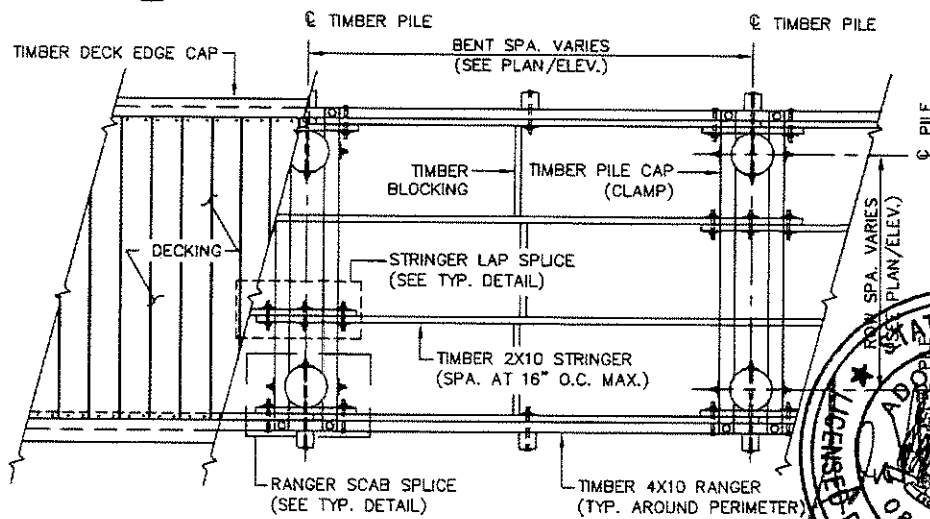
T.O.B. PERMIT APPLICATION
ISSUED FOR CONSTRUCTION

SHEET NO. SK-7 7 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE AS NOTED	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570
	DRAWN BY DAC		DATE 10/15/2018	
	CHECKED BY AWA		REVISION NO. A	SHEET PIER DETAILS



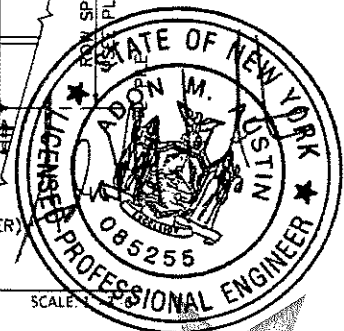
TYP. PIER/PLATFORM FRAMING

SCALE: 1"=3'-6"

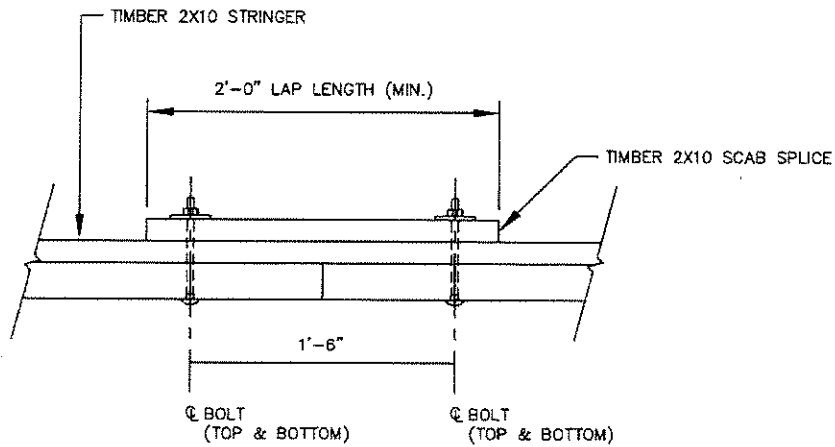
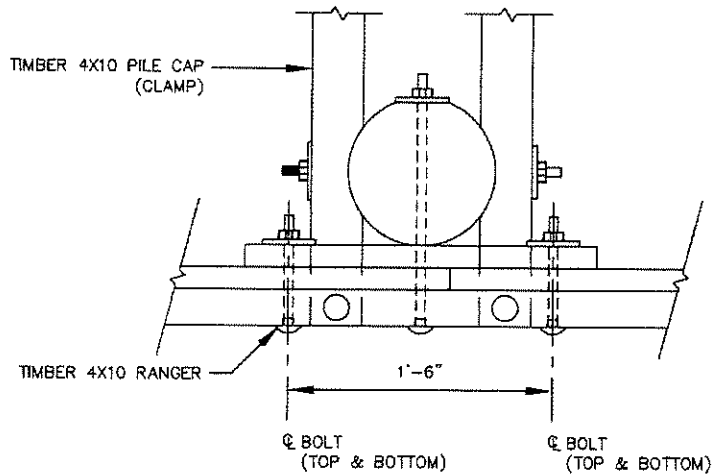


TYP. PIER ELEVATION

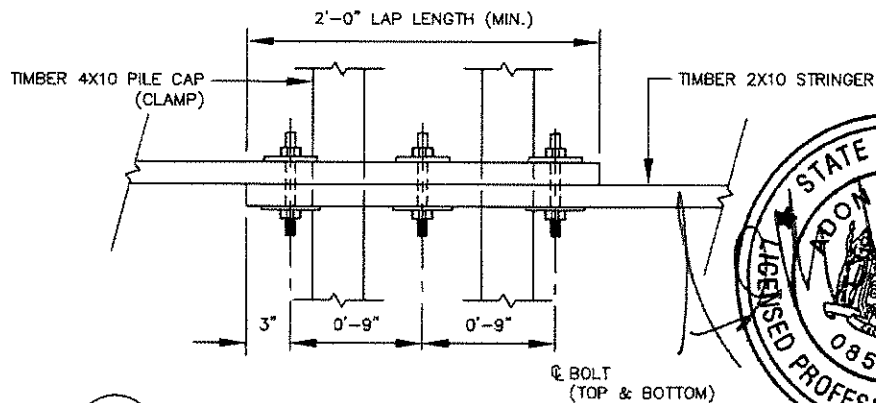
SCALE: 1"=3'-6"



<div>SHEET NO.</div> <div>SK-8</div> <div>8 of 12 SHEET(S)</div>	<div>PROJECT NO.</div> <div>P180710.00</div> <div>DRAWN BY</div> <div>DAC</div> <div>CHECKED BY</div> <div>AWA</div>	<div>PROJECT</div> <div>BULKHEAD REPLACEMENT</div> <div>PREPARED FOR</div> <div>MR ROBERT GREENWOOD</div> <div>LOCATED AT</div> <div>339 DAY DRIVE</div> <div>MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY</div>	<div>SCALE</div> <div>1"=3'-6"</div> <div>DATE</div> <div>10/05/2018</div> <div>REVISION NO.</div> <div>A</div>	<div>Rising Tide Waterfront Solutions</div> <div>486 SUNRISE HIGHWAY, SUITE Y02</div> <div>ROCKVILLE CENTRE, NEW YORK 11570</div> <div>SHEET</div> <div>PIER CONNECTION DETAILS</div>
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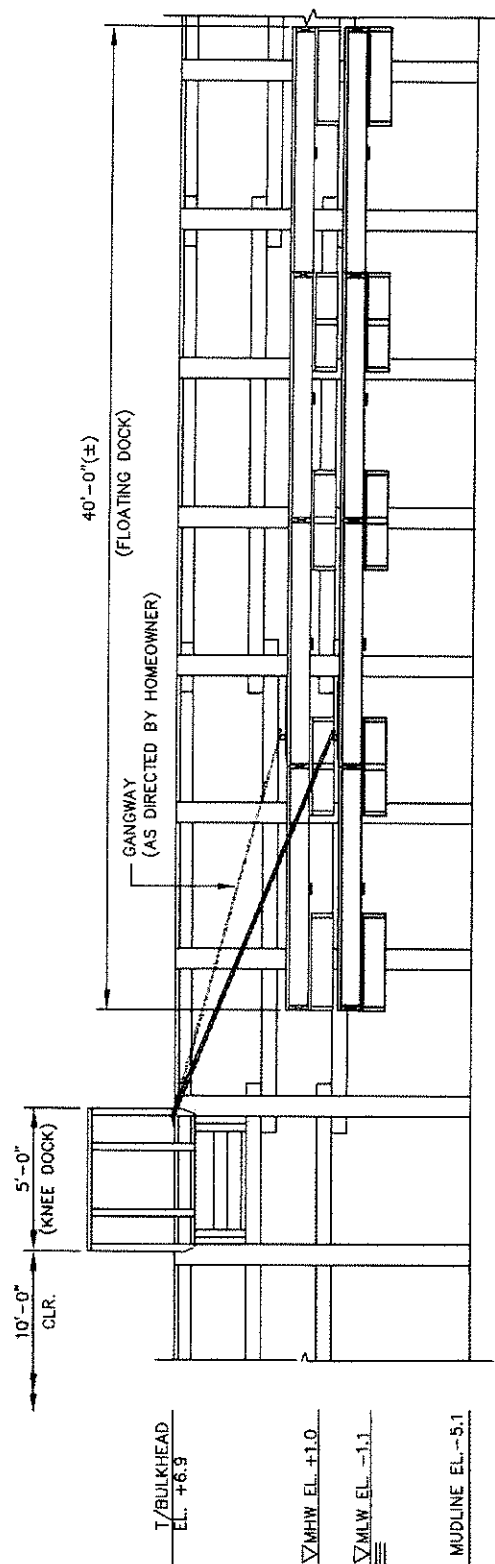
TYP. SCAB SPLICE
SCALE: 1"=1'-0"



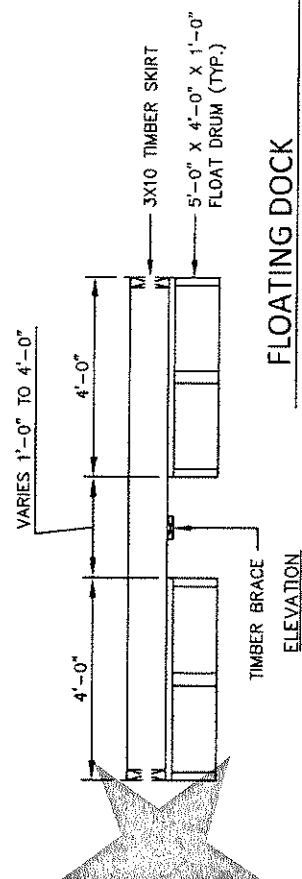
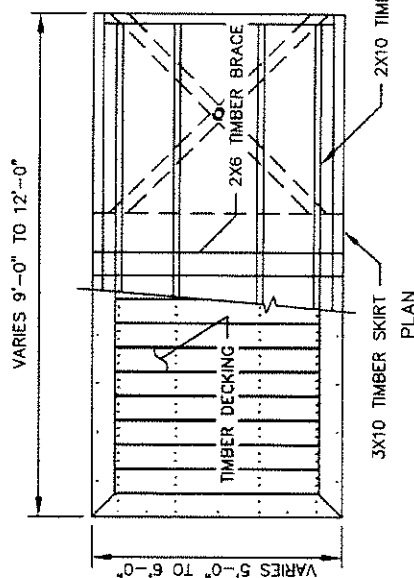
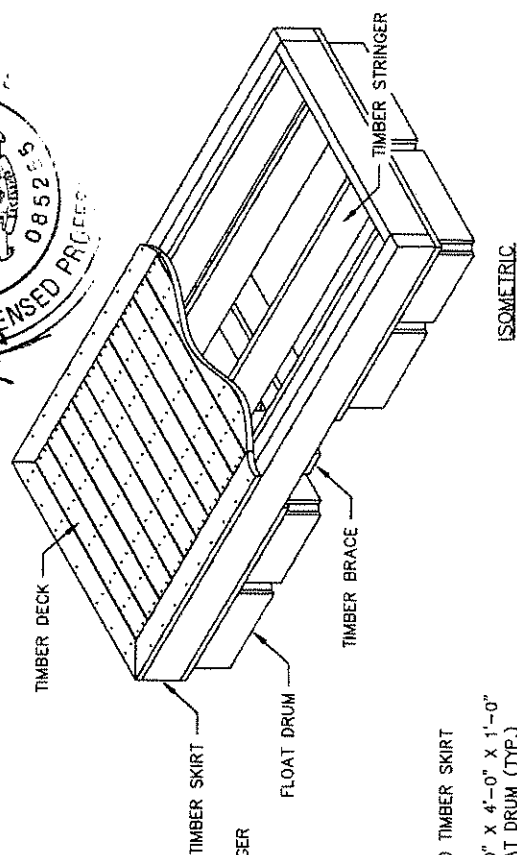
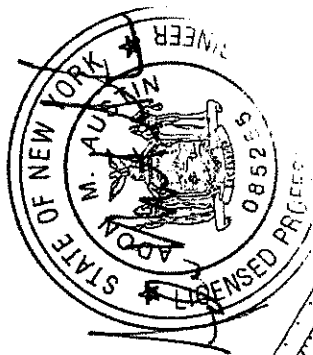
TYP. LAP SPLICE
SCALE: 1"=1'-0"



<div>SHEET NO.</div> <div>SK-9</div> <div>9 OF 12 SHEETS</div>	<div>PROJECT NO.</div> <div>P180710.00</div> <div>DRAWN BY</div> <div>DAC</div> <div>CHECKED BY</div> <div>AWA</div>	<div>PROJECT</div> <div>BULKHEAD REPLACEMENT</div> <div>PREPARED FOR</div> <div>MR ROBERT GREENWOOD</div> <div>LOCATED AT</div> <div>339 DAY DRIVE</div> <div>MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY</div>	<div>SCALE</div> <div>1"=1'-0"</div> <div>DATE</div> <div>10/05/2018</div> <div>REVISION NO.</div> <div>A</div>	<div>Rising Tide Waterfront Solutions</div> <div>486 SUNRISE HIGHWAY, SUITE 102</div> <div>ROCKVILLE CENTRE, NEW YORK 11570</div> <div>SHEET</div> <div>PIER CONNECTION DETAILS</div>
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BULKHEAD ELEVATION



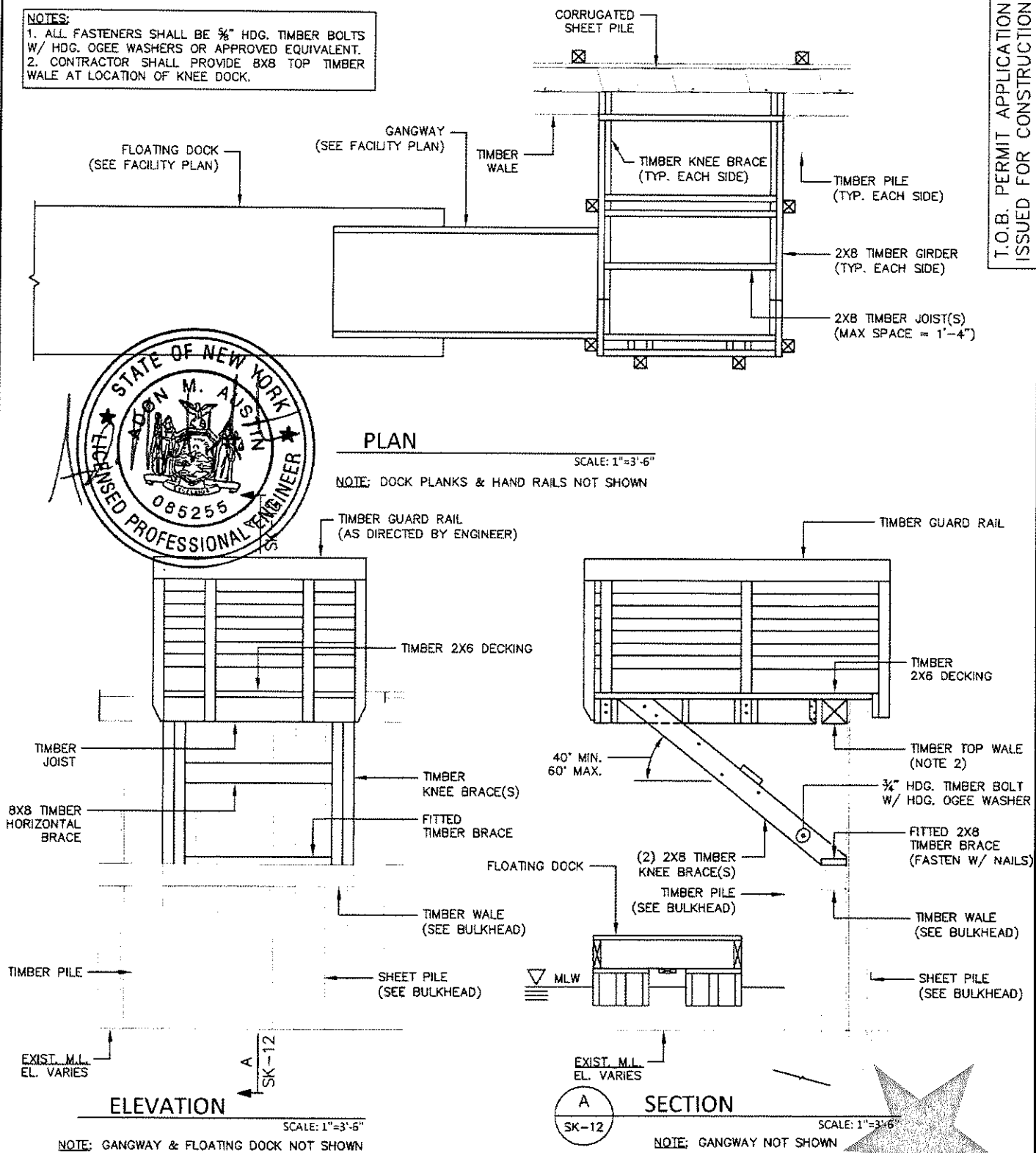
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SCALE: 1"=3'-6"

SHEET NO. SK-10 10 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=3'-6"	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570	
	DRAWN BY DAC		DATE 10/05/2018		SHEET
	CHECKED BY AWA		REVISION NO. A		FOLATING DOCK DETAILS

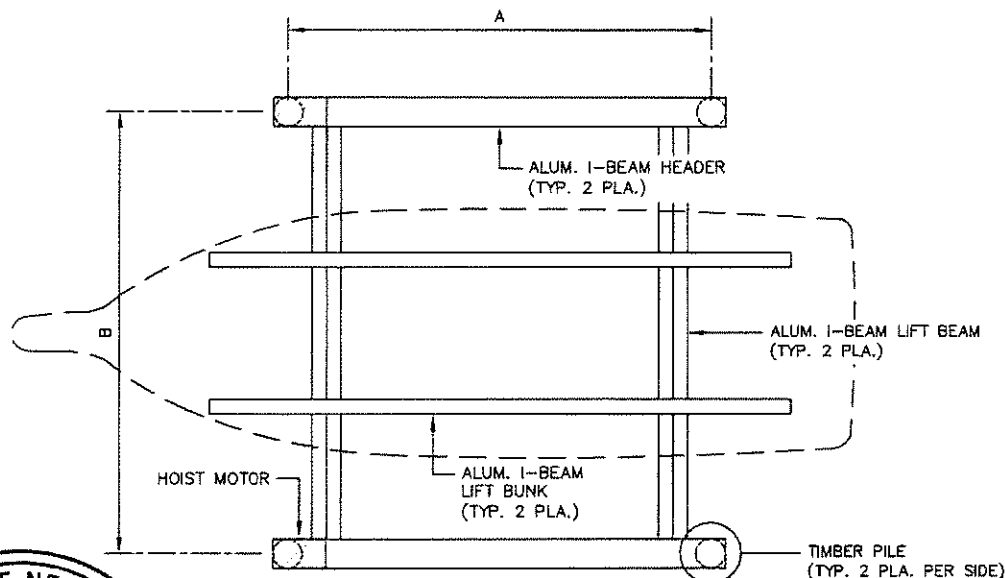
NOTES:
1. ALL FASTENERS SHALL BE 3/4" HDG. TIMBER BOLTS W/ HDG. OGEE WASHERS OR APPROVED EQUIVALENT.
2. CONTRACTOR SHALL PROVIDE 8X8 TOP TIMBER WALE AT LOCATION OF KNEE DOCK.

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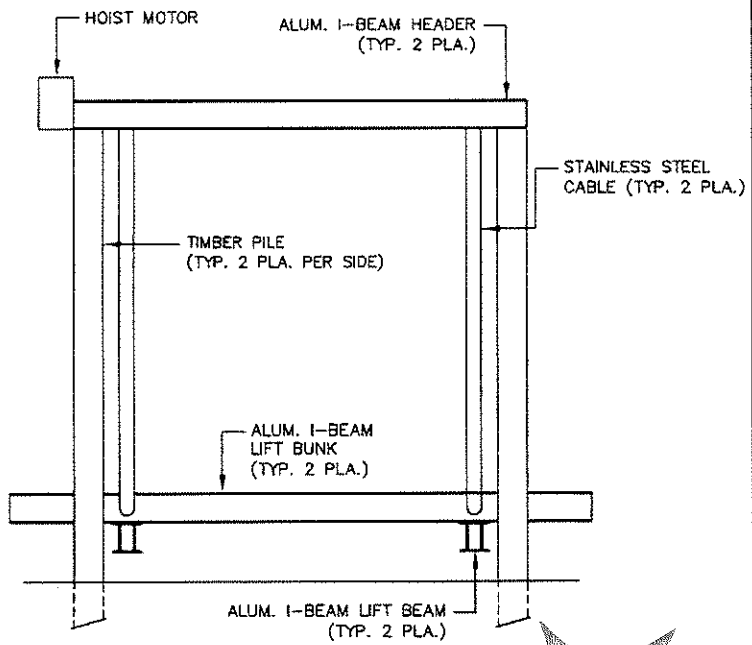


SHEET NO. SK-11 11 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=3'-6"	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570 SHEET KNEE DOCK NOTES & DETAILS
	DRAWN BY DAC		DATE 10/05/2018	
	CHECKED BY AWA		REVISION NO. A	

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PLAN
VESSEL LIFT
SCALE: 1"=5'-0"



ELEVATION
VESSEL LIFT
SCALE: 1"=5'-0"

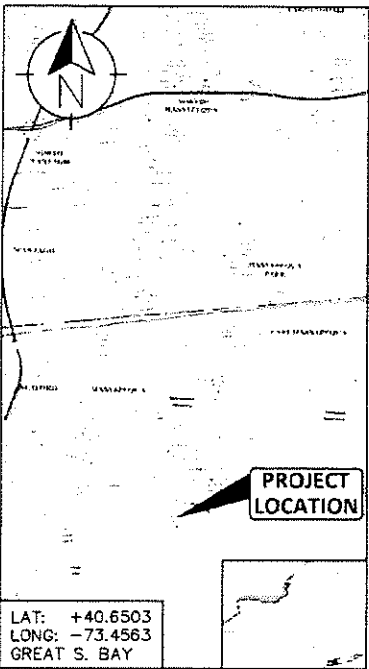
SCHEDULE A - ALL SPACING TO CENTER OF PILE			
LIFT CAPACITY	A	B	RECOMMENDED PILING SIZES
5,000 LBS	11'-0"	10'-0"	10"Ø
7,000 LBS	12'-0"	12'-0"	10"Ø
10,000 LBS	12'-0"	12'-6"	10"Ø
14,000 LBS	12'-0"	12'-6"	10"Ø
18,000 LBS	14'-0"	14'-0"	12"Ø
22,000 LBS	12'-0"	16'-0"	12"Ø
27,000 LBS	16'-0"	16'-0"	12"Ø
33,000 LBS	18'-0"	18'-0"	12"Ø

SHEET NO. SK-12 12 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=5'-0"	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570
	DRAWN BY DAC		DATE 10/05/2018	
CHECKED BY AWA			REVISION NO. A	

BULKHEAD REPLACEMENT
339 BAY DRIVE
MASSAPEQUA NY, 11758
15 OCTOBER 2018

T.O.B. PERMIT APPLICATION
ISSUED FOR CONSTRUCTION

LOCATION MAP



PROJECT INFORMATION

LOCATION
PRIVATE RESIDENCE OF MR. ROBERT GREENWOOD, 339 BAY DRIVE, IN THE TOWN OF MASSAPEQUA, NASSAU COUNTY, NEW YORK ALONG THE GREAT SOUTH BAY.

PROJECT NOTIFICATION
COMMENCEMENT NOTIFICATION TO REGULATORY AGENCY SHALL BE SUBMITTED, AS REQUIRED, BY SELECTED CONTRACTOR PRIOR TO THE START OF WORK.

GENERAL CONTACT INFORMATION
RISING TIDE WATERFRONT SOLUTIONS, PLLC
486 SUNRISE HIGHWAY, SUITE 102
ROCKVILLE CENTRE, NY 11570
PHONE: 516-595-3483
EMAIL: CONTACT@RT-WS.COM

DEFINITION(S)

AUTHORITY: PROJECT AUTHORITY
ENGINEER: RISING TIDE WATERFRONT SOLUTIONS, PLLC
CONTRACTOR: KEVEL MARINE CONSTRUCTION

REVISION(S)

A: TOWN OF OYSTER BAY 10-5-2018

SKETCH INDEX

- SK-1 TITLE SHEET & LOCATION PLAN
- SK-2 GENERAL NOTES
- SK-3 FACILITY PLAN
- SK-4 BULKHEAD SECTION
- SK-5 BULKHEAD CONNECTION DETAILS
- SK-6 BULKHEAD CONNECTION DETAILS
- SK-7 PIER DETAILS
- SK-8 PIER CONNECTION DETAILS
- SK-9 PIER CONNECTION DETAILS
- SK-10 FLOATING DOCK DETAILS
- SK-11 KNEE DOCK NOTES & DETAILS
- SK-12 VESSEL LIFT DETAILS



SCHEDULE C - TIDAL CHART ELEVATION(S)			
POSITION	MLW	NAVD88	DESCRIPTION
MHWS	+2.5	+1.4	MEAN HIGH WATER SPRING
MHHW	+2.3	+1.2	MEAN HIGHER HIGH WATER
MHW	+2.1	+1.0	MEAN HIGH WATER
MSL	+1.0	-0.1	MEAN SEA LEVEL
MLW	±0.0	-1.1	MEAN LOW WATER
MLLW	-0.1	-1.2	MEAN LOWER LOW WATER

PROJECT DESCRIPTION

REMOVE AND RECONSTRUCT 278 LINEAR FEET OF FUNCTIONING AND LAWFULLY EXISTING BULKHEAD, INCLUDING RETURNS AND PARALLEL CAPPING BOARDWALKS, WITHIN THE LITTORAL ZONE (DEF: 6 NYCRR PART 661) IN-PLACE (WITHOUT SEAWARD EXPANSION). THE REPLACEMENT BULKHEAD SHALL BE 18-INCHES HIGHER THAN THE EXISTING. IN ADDITION, CONSTRUCT/INSTALL (A) A 4FT WIDE BOARDWALK ALONG THE BULKHEAD; (B) A 60X5 FT TIMBER PIER WITH THRU-FLOW DECK EXTENDING SEAWARD FROM THE BULKHEAD THAT PROVIDES ACCESS TO A VESSEL LIFT; (C) A 40X6 FT FLOATING DOCK ACCESSIBLE FROM A GANGWAY AND KNEE DOCK. INSTALL LIFT FOR PERSONAL WATERCRAFT. PROJECT INCLUDES DREDGING 35 CY FROM AN AREA UP TO 5 FT FROM THE BULKHEAD TO A DEPTH OF 4 FT BELOW THE MEAN LOW WATER ELEVATION.

SHEET NO. SK-1 1 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE N/A	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570 TITLE SHEET & LOCATION PLAN
	DRAWN BY DAC		DATE 10/15/2018	
	CHECKED BY AWA		REVISION NO. A	

GENERAL NOTE(S)

- 1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS, METHODS, AND SAFETY OF WORK.
- 2. ALL WORK SHALL CONFORM TO ALL FEDERAL, STATE, COUNTY, OR LOCAL CODES HAVING JURISDICTION OVER THE PROJECT LOCATION.
- 3. ALL PROJECT WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE AUTHORITY OR THE ENGINEER. CONTRACTOR SHALL BECOME FAMILIAR WITH THE ACTUAL SITE CONDITIONS AND SHALL BE RESPONSIBLE FOR FURNISHING A COMPLETED PROJECT AS REPRESENTED IN THE CONTRACT DOCUMENTS.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING. THE CONTRACTOR SHALL PERFORM FIELD MEASUREMENTS PRIOR TO CONSTRUCTION, FABRICATION, AND/OR PURCHASE OF ANY MATERIAL. DISCOVERY OF INCONSISTENT SITE INFORMATION OR CONDITIONS SHALL BE IMMEDIATELY CONVEYED TO THE AUTHORITY AND THE ENGINEER PRIOR TO COMMENCING OR CONTINUING CONSTRUCTION. CONFLICTS ARISING DUE TO THE LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND AT THE SOLE EXPENSE OF THE CONTRACTOR.

PERMIT(S)

- 1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL REQUIRED REGULATORY, CONSTRUCTION AND/OR BUILDING PERMITS AND/OR CLEARANCES ARE SECURED PRIOR TO COMMENCING CONSTRUCTION.

SITE ACCESS AND STAGING AREA(S)

- 1. THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE SECURITY AND JOB SAFETY. ALL CONSTRUCTION ACTIVITY SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL & STATE REGULATIONS.
- 2. THE PROJECT AREA SHALL BE KEPT, AT ALL TIMES, FREE OF DEBRIS AND EXCESS MATERIAL TO THE SATISFACTION OF THE AUTHORITY AND THE ENGINEER.

ENVIRONMENTAL CONTROLS

- 1. CONTRACTOR SHALL PERFORM ALL WORK IN CONFORMANCE WITH THE CONDITIONS DEFINED WITHIN LISTED REGULATORY PERMITS.
- 2. CLEAN FILL ONLY - ALL FILL SHALL CONSIST OF CLEAN SAND, GRAVEL OR SOIL. ASPHALT, SLAG, FLY ASH, BROKEN CONCRETE OR DEMOLITION DEBRIS IS PROHIBITED.
- 3. CONTRACTOR SHALL NOT DISTURB PROTECTED BUFFER AREA OR AREAS PREVIOUSLY DESIGNATED TO REMAIN IN A NATURAL AND/OR UNDISTURBED STATE BY ANY ENVIRONMENTAL AGENCY.
- 4. BULKHEAD / STRUCTURE EXCAVATION - ALL BACKFILL SHALL BE EXCAVATED LANDWARD OF THE STRUCTURE AND RETAINED PRIOR TO ANY CONSTRUCTION OR REMOVAL OF THE BULKHEAD. CONTRACTOR SHALL PREVENT ALL EXCAVATED SOIL FROM ENTERING THE WATERBODY. ALL EXCAVATED MATERIAL SHALL BE RETAINED AT THE PROJECT SITE ABOVE THE REACH OF HIGH WATER OR BEHIND THE COMPLETED WALL.
- 5. BULKHEAD / STRUCTURE BACKFILL - BULKHEAD CONSTRUCTION SHALL BE COMPLETED PRIOR TO PLACEMENT OF FILL MATERIAL BEHIND SUCH STRUCTURE.
- 6. DREDGING - DREDGING ASSOCIATED WITH THE BULKHEAD REPLACEMENT SHALL NOT EXCEED 25-CUBIC YARDS AND BE LIMITED TO THE AREA 10- FEET SEAWARD OF THE BULKHEAD AND TO A DEPTH OF 4- FEET BELOW THE MEAN LOW WATER ELEVATION. ALL DREDGING SHALL BE CONDUCTED TO LEAVE A UNIFORM BOTTOM ELEVATION FREE OF MOUNDS OR HOLES.
 - A. ALL DREDGING OPERATIONS SHALL BE PERFORMED WITH A CLAM SHELL OR OTHER CLOSED BUCKET EQUIPMENT. HYDRAULIC DREDGING AND THE USE OF A DRAGLINE IS PROHIBITED. SIDE CASTING (DOUBLE DIPPING) OR TEMPORARY STORAGE OF DREDGED MATERIAL IS PROHIBITED.
 - B. ALL DREDGED MATERIAL SHALL BE RETAINED ON THE PROJECT SITE ABOVE THE REACH OF HIGH WATER OR BEHIND THE COMPLETED WALL TO PREVENT RE-ENTRY INTO THE WATERBODY. OFF-SITE, UPLAND DISPOSAL OF DREDGED MATERIAL IS PROHIBITED.

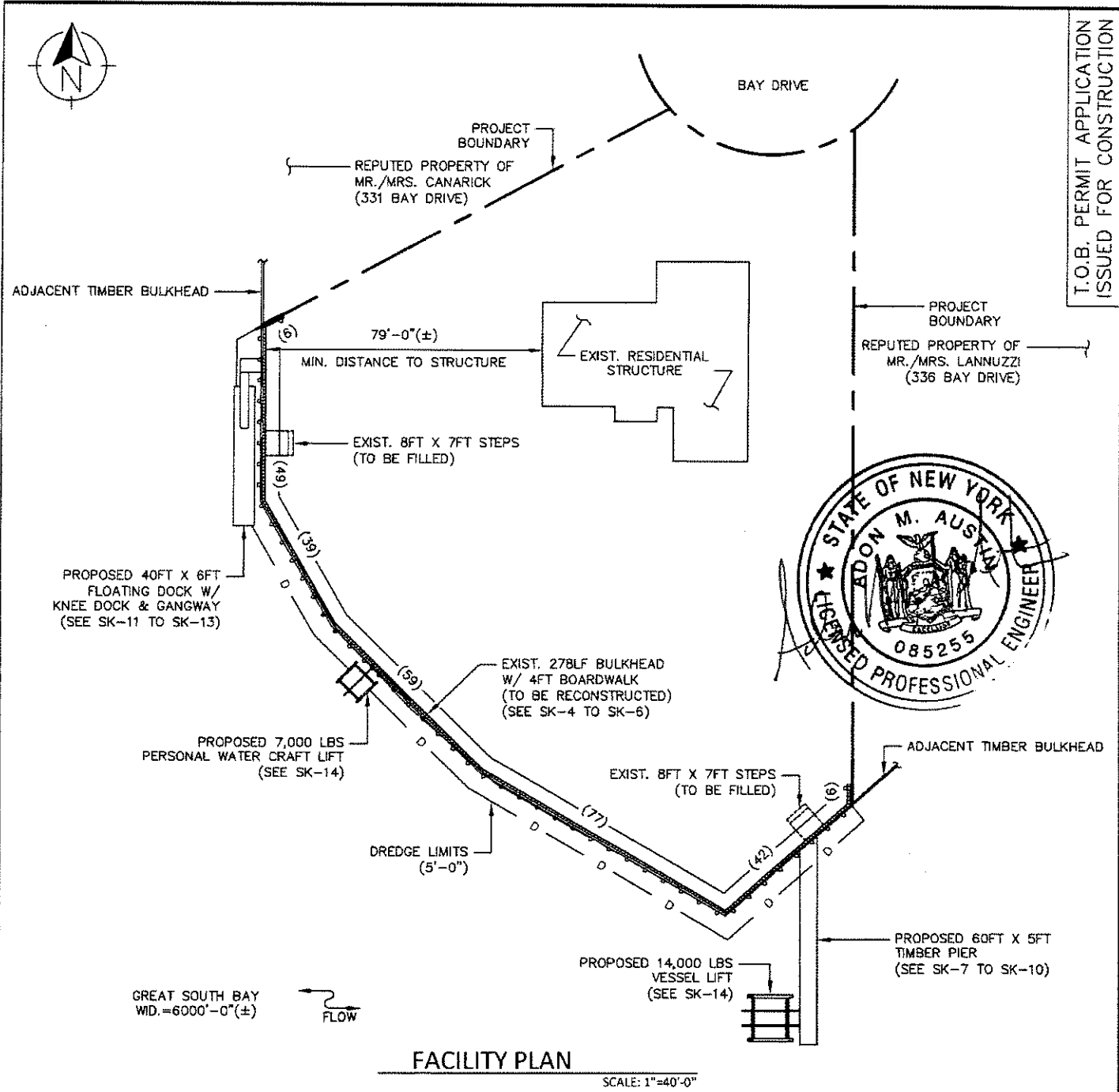
MATERIAL(S)

- 1. MATERIALS THAT ARE STORED ON SITE SHALL BE STORED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS AND LOCATED IN AN AREA THAT IS PROTECTED TO PREVENT ACCIDENTS, DAMAGE, AND ANY ADVERSE ENVIRONMENTAL EFFECTS. DAMAGED MATERIALS SHALL BE PROMPTLY REPORTED TO THE AUTHORITY AND THE ENGINEER. DAMAGED MATERIALS SHALL BE REMEDIED BY THE CONTRACTOR AT THE CONTRACTORS SOLE EXPENSE AND IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
- 2. TIMBER: TIMBER EXPOSED TO SEAWATER, SALTWATER SPRAY OR IN CONTACT WITH THE GROUND SHALL RECEIVE CCA TREATMENT IN ACCORDANCE WITH THE LATEST AWWA STANDARDS, COMMODITY SPECIFICATION A.P. 3.0.
 - A. PILES: PILES SHALL BE CLASS B SOUTHERN YELLOW PINE SUITABLE FOR A DESIGN STRESS OF 1200-PSI IN ACCORDANCE WITH ASTM D2899-70 T. PILES SHALL BE CCA TREATED PER AWWA-P5 AT A RETENTION RATE OF 2.5-PCF. MAXIMUM ALLOWABLE HORIZONTAL INSTALLATION DEVIATIONS SHALL BE 3-INCH AND VERTICAL INSTALLATION DEVIATION SHALL BE 1-INCH IN 10- FEET.
 - B. FRAMING AND POSTS - FRAMING AND POSTS SHALL BE CLASSIFIED AS USE CATEGORY UC4B AND RECEIVE A MINIMUM TREATMENT CONSISTING OF 0.6-PCF OF CCA.
 - C. DECKING AND RAILS -TIMBER FOR DECKING OR RAILS SHALL BE CLASSIFIED AS USE CATEGORY UC4B AND RECEIVE TREATMENT CONSISTING OF 0.6-PCF OF ACQ-B.
- 3. VINYL SHEET PILES - SHEET PILES SHALL BE FABRICATED BY A MANUFACTURER APPROVED, IN WRITING, BY THE AUTHORITY OR ENGINEER. A PROVIDE A MINIMUM MODULUS OF ELASTICITY OF 380-KSI.
 - A. SHEET PILING SHALL BE DRIVEN TO DEPTH AS SHOWN IN THE CONTRACT DOCUMENTS. SHEETS DRIVEN TO A DEPTH, LESS THAN SPECIFIED MUST BE REPORTED TO THE ENGINEER, IN WRITING.
 - B. SHEET PILING SHALL BE DRIVEN WITHIN 1-INCH PER 5- FEET IN THE PLANE OF THE SHEET AND 3/8-INCH PER 1-FOOT PERPENDICULAR TO THE PLANE OF THE SHEET.
- 4. FASTENING HARDWARE -STEEL FOR TIMBER CONNECTIONS SHALL BE HOT DIPPED GALVANIZED (HDG.), WITH COATING WEIGHT NOT LESS THAN 2-OUNCES PER 1-SQUARE FOOT, AFTER FABRICATION.
- 5. FILL MATERIALS - MATERIAL CONSISTING OF ROCK, STONE, SLAG, COBBLES, OR GRAVEL FREE OF SHALE OR OTHER SOFT, POOR DURABILITY PARTICLES AND UNSUITABLE MATERIALS. UNSUITABLE FILL SHALL COMPRISE ANY MATERIAL SO DESIGNATED BY THE ENGINEER BECAUSE OF ITS TYPE, INABILITY TO BE PROPERLY COMPACTED, OR LEVEL OF CONTAMINATION.



ABBREVIATIONS	
CL	CENTER LINE
Ø	DIAMETER
EL	ELEVATION
EMBED.	EMBEDMENT
EXIST.	EXISTING
FND	FOUNDATION
HDG.	HOT DIPPED GALVANIZED
MHHW	MEAN HIGHER HIGH WATER
MHWS	MEAN HIGH WATER SPRING
MIN.	MINIMUM
MLLW	MEAN LOWER LOW WATER
MLW	MEAN LOW WATER
MSL	MEAN SEA LEVEL
N/A	NOT APPLICABLE
N.T.S.	NOT TO SCALE
PL	PLATE
PLA.	PLACE(S)
T/	TOP OF
TREAT.	TREATMENT
TYP.	TYPICAL

SHEET NO. SK-2 2 OF 12 SHEETS	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE N/A	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570 SHEET GENERAL NOTES
	DRAWN BY DAC		DATE 10/15/2018	
	CHECKED BY AWA		REVISION NO. A	



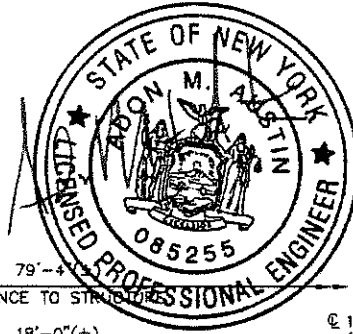
T.O.B. PERMIT APPLICATION
ISSUED FOR CONSTRUCTION



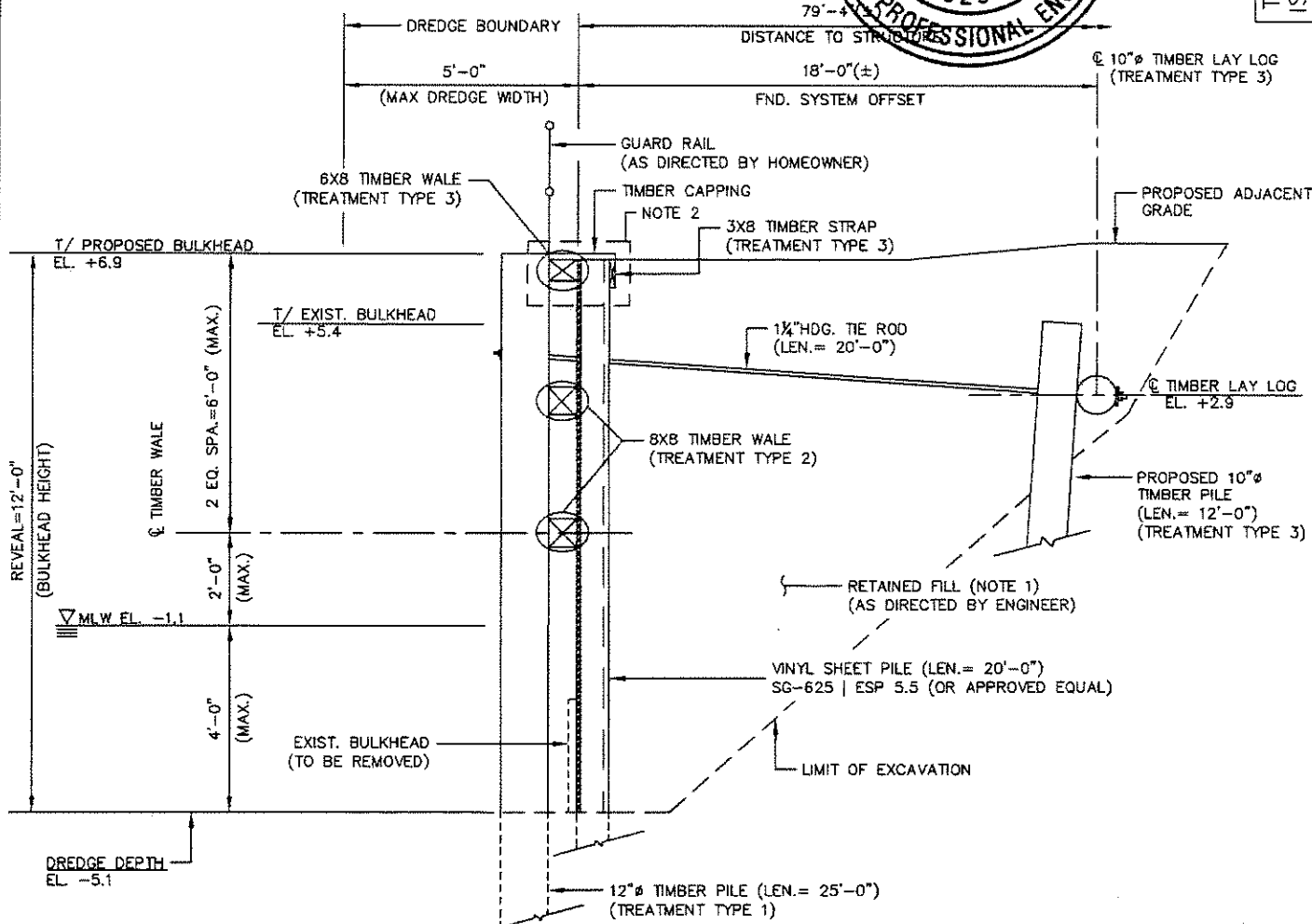
LEGEND:
(XX) BULKHEAD SEGMENT LENGTH

SHEET NO. SK-3 3 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=40'-0"	Rising Tide Waterfront Solutions 485 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570
	DRAWN BY DAC		DATE 10/15/2018	
	CHECKED BY AWA		REVISION NO. A	SHEET FACILITY PLAN

- NOTE(S):
- FILL: ALL FILL WILL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
 - BULKHEAD ELEVATION: T/PROPOSED BULKHEAD TO BE RAISED NO MORE THAN 18 INCHES HIGHER THAN EXISTING T/BULKHEAD ELEVATION.



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TYPICAL SECTION

SCALE: 1"=3'-6"

NOTE: BOARDWALK NOT SHOWN FOR CLARITY

SCHEDULE 3-A: TIMBER TREATMENT

TREATMENT TYPE	CCA RETENTION	DESCRIPTION
1	2.5	CCA TREATED PER AWPA-B5
2	2.5	CCA TREATED PER LATEST AWPA STANDARDS, COMMODITY SPECIFICATION A.P. 3.0
3	1.5	

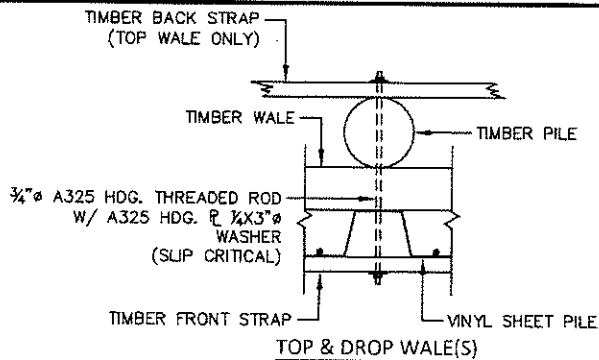
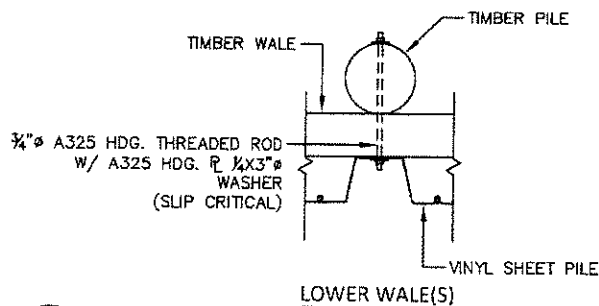
NOTE:
ELEVATIONS ARE PROVIDED IN NAVD88

SHEET NO. SK-4 4 of 12 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=3'-6"	DATE 10/15/2018	REVISION NO. A	SHEET BULKHEAD SECTION
	DRAWN BY DAC					
	CHECKED BY AWA					

Rising Tide | Waterfront Solutions

486 SUNRISE HIGHWAY, SUITE 102
ROCKVILLE CENTRE, NEW YORK 11570

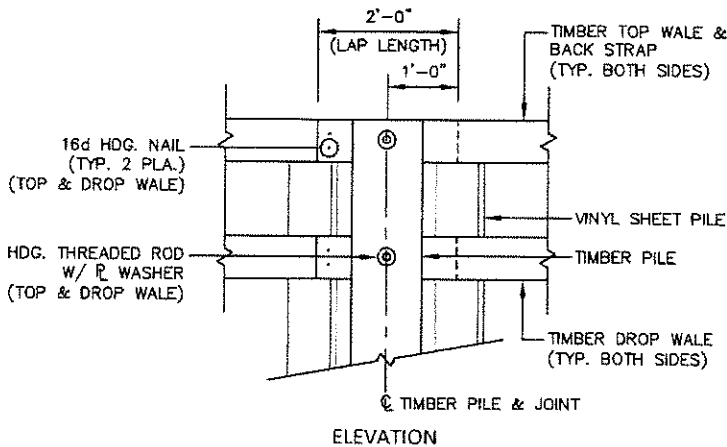
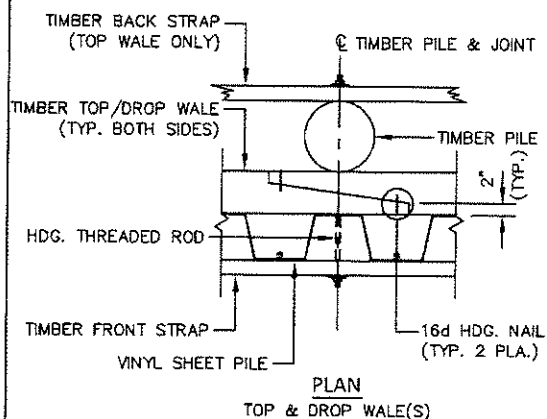
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TYP

DETAIL
PILE FASTENER(S) - VINYL SHEET PILE

N.T.S.



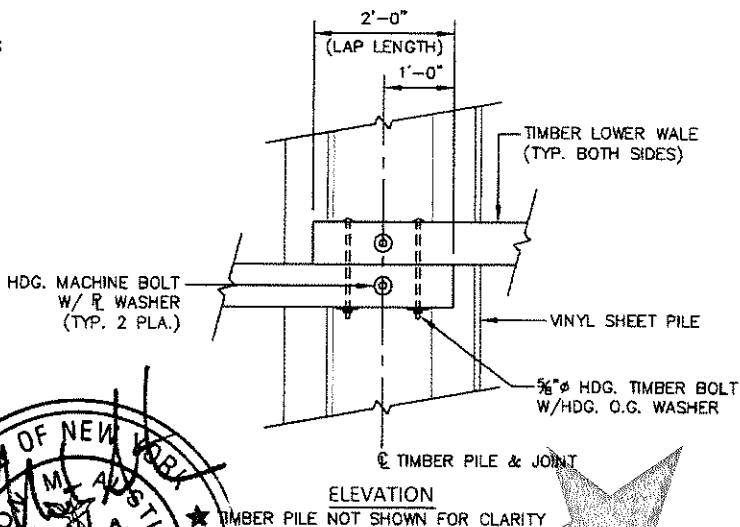
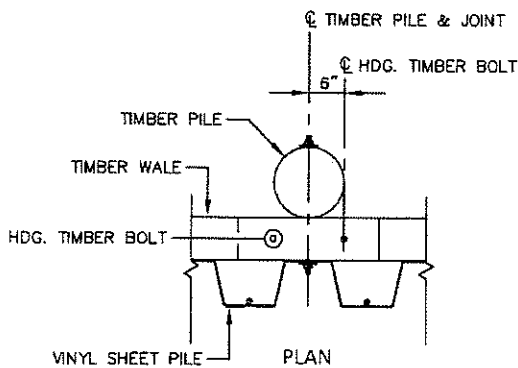
TYP

DETAIL
SCARF JOINT - TOP & DROP WALE

N.T.S.

DETAIL NOTE(S)

1. SEAL ALL SAWN JTS. OF TREATED LUMBER AS RECOMMENDED BY THE MFR.



TYP

DETAIL
LAP JOINT - LOWER WALE(S)

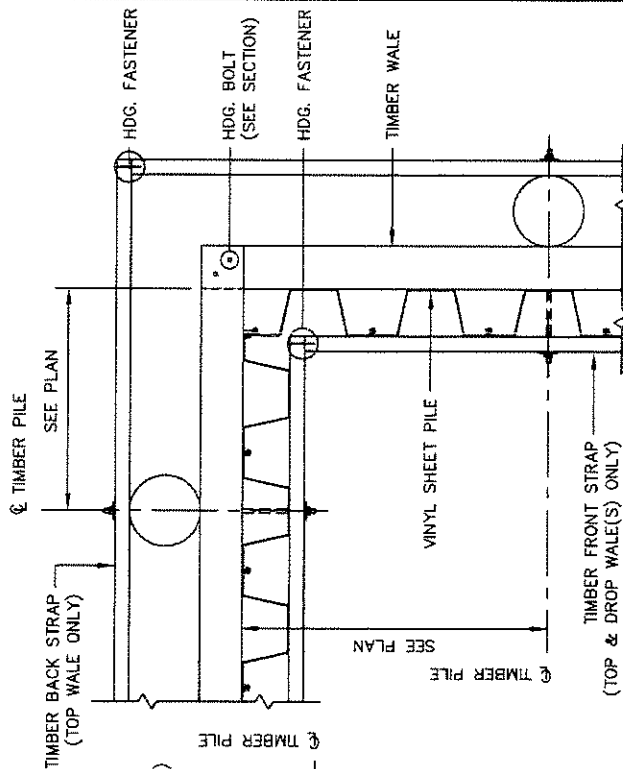
N.T.S.

DETAIL NOTE(S)

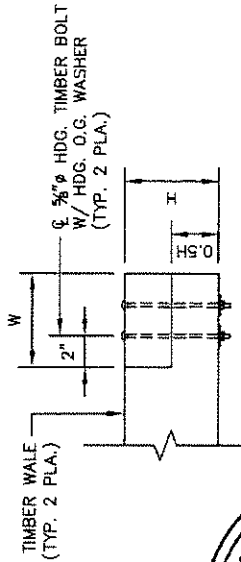
1. SEAL ALL SAWN JTS. OF TREATED LUMBER AS RECOMMENDED BY THE MFR.

TIMBER PILE NOT SHOWN FOR CLARITY

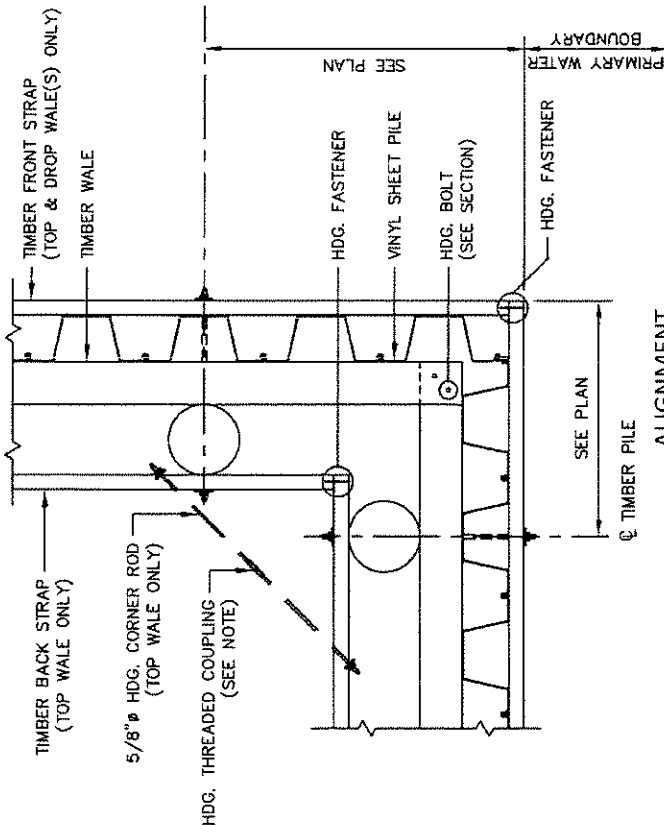
SHEET NO. SK-5 5 of 12 SHEET(S)	PROJECT NO. P180710.00 DRAWN BY DAC CHECKED BY AWA	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=3'-6" DATE 10/15/2018 REVISION NO. A	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570 SHEET BULKHEAD CONNECTION DETAILS
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ALIGNMENT
TYPE 2



SECTION



ALIGNMENT
TYPE 1

DETAIL

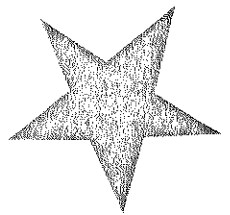
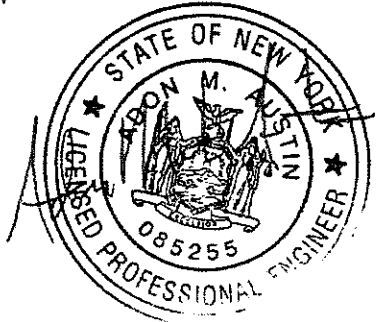
CORNER JOINT(S)

DETAIL NOTE(S)

- CONTRACTOR SHALL SUBMIT SPECIFICATION OF COUPLING FOR REVIEW AND APPROVAL BY AUTHORITY PRIOR TO PURCHASE OF MATERIAL(S).

NTS

TYP



T.O.B. PERMIT APPLICATION
ISSUED FOR CONSTRUCTION

<p>SHEET NO.</p> <p>SK-6</p> <p>6 of 12 SHEET(S)</p>	<p>PROJECT NO.</p> <p>P180710.00</p> <p>DRAWN BY</p> <p>DAC</p> <p>CHECKED BY</p> <p>AWA</p>	<p>PROJECT</p> <p>BULKHEAD REPLACEMENT</p> <p>PREPARED FOR</p> <p>MR ROBERT GREENWOOD</p> <p>LOCATED AT</p> <p>339 DAY DRIVE</p> <p>MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY</p>	<p>SCALE</p> <p>1"=3'-6"</p> <p>DATE</p> <p>10/15/2018</p> <p>REVISION NO.</p> <p>A</p>	<p>Rising Tide Waterfront Solutions</p> <p>486 SUNRISE HIGHWAY, SUITE 102</p> <p>ROCKVILLE CENTRE, NEW YORK 11570</p> <p>SHEET</p> <p>BULKHEAD CONNECTION DETAILS</p>
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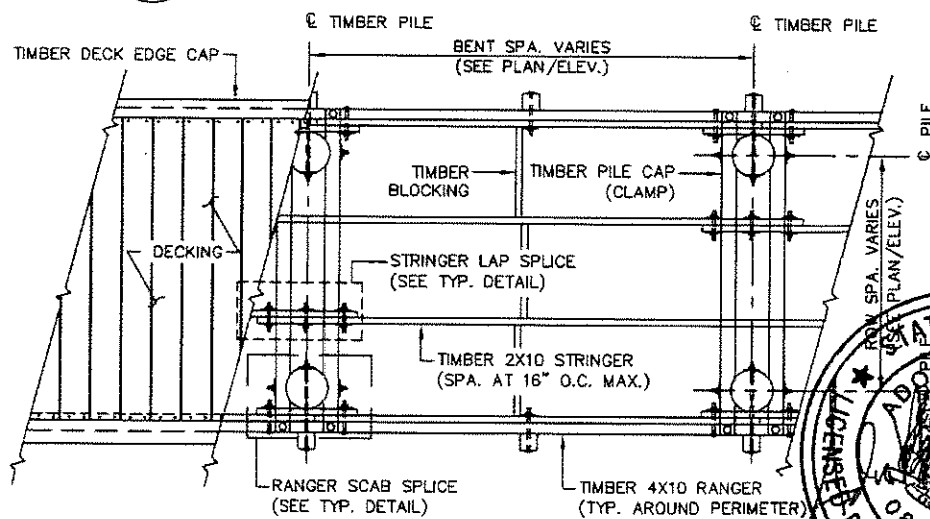
A circular professional seal for Adon M. Austin, a Licensed Professional Engineer in the State of New York. The seal features the text "STATE OF NEW YORK" at the top and "LICENSED PROFESSIONAL ENGINEER" at the bottom. In the center is the coat of arms of the State of New York, with the name "ADON M. AUSTIN" arched above it and the license number "085255" below it. The seal is stamped in black ink on a document.

Technical drawing of a timber pile cap and rafter assembly. The drawing shows a cross-section of a structure with a timber 2x6 rail cap at the top, supported by a timber 4x10 rafter. The rafter is connected to a timber 4x10 pile cap (clamp) using 5/8 inch diameter high-tensile carriage bolts with high-tensile outer gasket washers. The pile cap is supported by two timber 4x4 timber posts. The posts are connected to the pile cap using 3x8 timber diagonal bracing, as directed by the engineer. The drawing also shows the existing ground level (EXIST. M.L. EL. VARIES) and the proposed structure's elevation (M.H.W. EL. +1.0). The spacing between the timber posts is 6 feet 0 inches maximum.

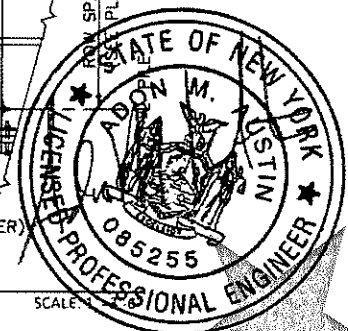
Labels and dimensions in the drawing include:

- TIMBER 2X6 RAIL CAP
- 6'-0" (MAX.)
- 4x4 TIMBER POST (TYP.)
- TIMBER 2X6 RAIL
- TIMBER 4X10 RANGER
- TIMBER 4X10 PILE CAP (CLAMP)
- TIMBER 3X8 DIAGONAL BRACING (AS DIRECTED BY ENGINEER)
- 5/8" ϕ HDG. CARRIAGE BOLT W/ HDG. O.G. WASHER
- M.H.W. EL. +1.0
- EXIST. M.L. EL. VARIES
- M.L.W. EL. -1.1

SCALE: 1"=3'-6"

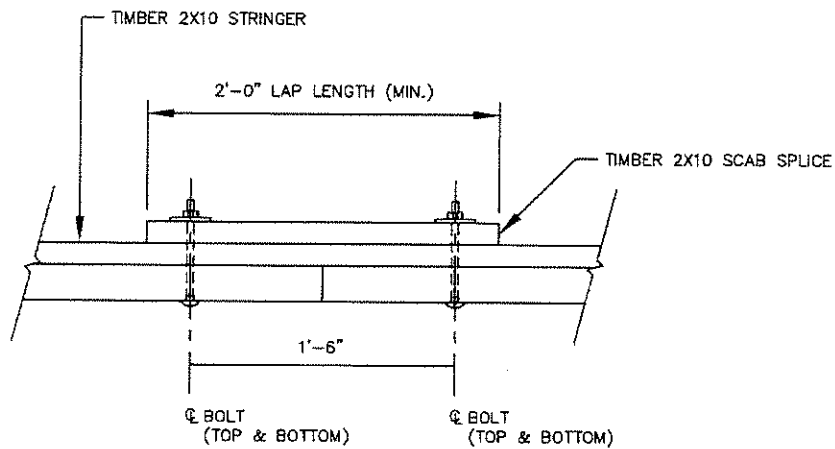
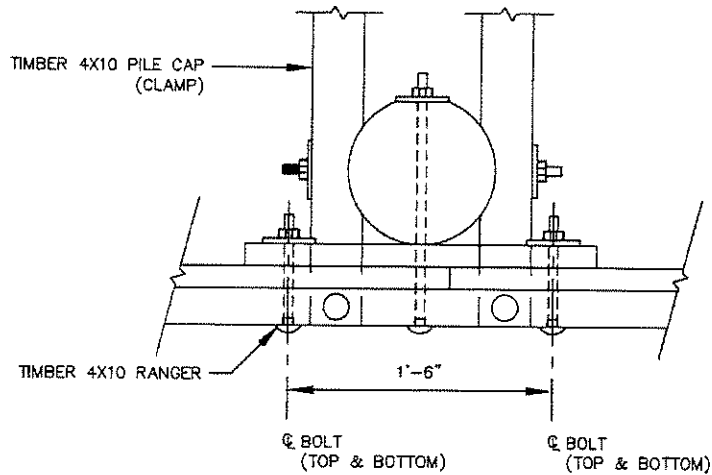


SCALE.



SHEET NO. <div style="font-size: 2em; font-weight: bold; text-align: center;">SK-8</div> <u>8</u> of <u>12</u> SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=3'-6"	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570
	DRAWN BY DAC		DATE 10/05/2018	
	CHECKED BY AWA		REVISION NO. A	SHEET
				PIER CONNECTION DETAILS

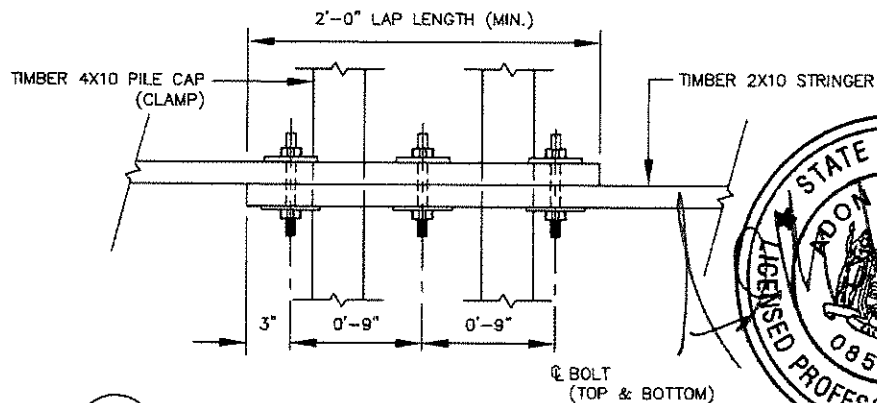
T.O.B. PERMIT APPLICATION
ISSUED FOR CONSTRUCTION



TYP.

SCAB SPLICE

SCALE: 1"=1'-0"



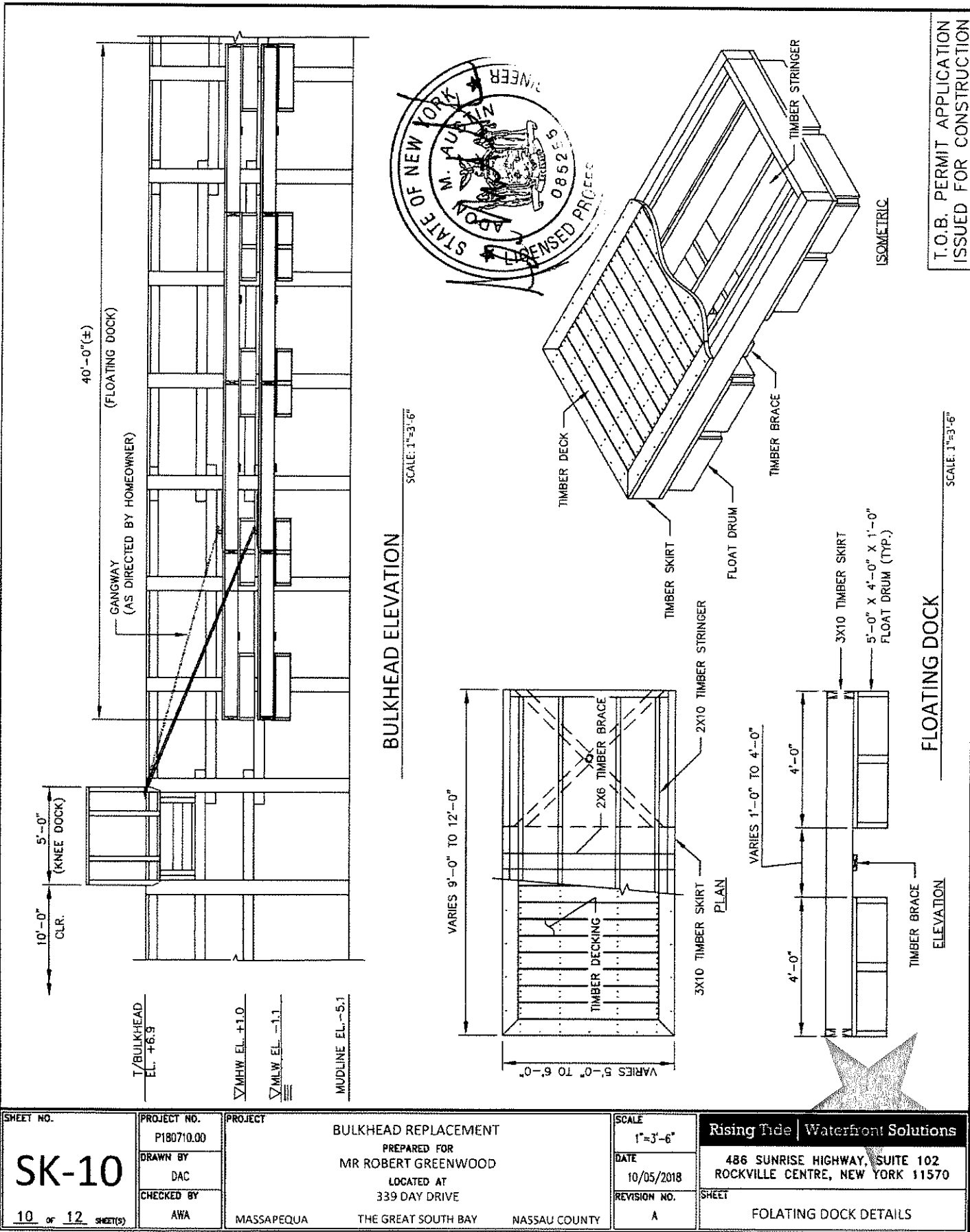
TYP.

LAP SPLICE

SCALE: 1"=1'-0"



<div>SHEET NO.</div> <div>SK-9</div> <div>9 of 12 SHEET(S)</div>	<div>PROJECT NO.</div> <div>P180710.00</div> <div>DRAWN BY</div> <div>DAC</div> <div>CHECKED BY</div> <div>AWA</div>	<div>PROJECT</div> <div>BULKHEAD REPLACEMENT</div> <div>PREPARED FOR</div> <div>MR ROBERT GREENWOOD</div> <div>LOCATED AT</div> <div>339 DAY DRIVE</div> <div>MASSAPEQUA</div> <div>THE GREAT SOUTH BAY</div> <div>NASSAU COUNTY</div>	<div>SCALE</div> <div>1"=1'-0"</div> <div>DATE</div> <div>10/05/2018</div> <div>REVISION NO.</div> <div>A</div>	<div>Rising Tide Waterfront Solutions</div> <div>486 SUNRISE HIGHWAY, SUITE 102</div> <div>ROCKVILLE CENTRE, NEW YORK 11570</div> <div>SHEET</div> <div>PIER CONNECTION DETAILS</div>
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NOTES:

1. ALL FASTENERS SHALL BE 5/8" HDG. TIMBER BOLTS W/ HDG. OGEE WASHERS OR APPROVED EQUIVALENT.
2. CONTRACTOR SHALL PROVIDE 8X8 TOP TIMBER WALE AT LOCATION OF KNEE DOCK.

T.O.B. PERMIT APPLICATION
ISSUED FOR CONSTRUCTION

FLOATING DOCK
(SEE FACILITY PLAN)

GANGWAY
(SEE FACILITY PLAN)

TIMBER
WALE

CORRUGATED
SHEET PILE

TIMBER KNEE BRACE
(TYP. EACH SIDE)

TIMBER PILE
(TYP. EACH SIDE)

2X8 TIMBER GIRDER
(TYP. EACH SIDE)

2X8 TIMBER JOIST(S)
(MAX SPACE = 1'-4")



PLAN

SCALE: 1"=3'-6"

NOTE: DOCK PLANKS & HAND RAILS NOT SHOWN

TIMBER GUARD RAIL
(AS DIRECTED BY ENGINEER)

TIMBER 2X6 DECKING

TIMBER
JOIST

8X8 TIMBER
HORIZONTAL
BRACE

TIMBER
KNEE BRACE(S)
FITTED
TIMBER BRACE

TIMBER WALE
(SEE BULKHEAD)

SHEET PILE
(SEE BULKHEAD)

TIMBER PILE

EXIST. M.L.
EL. VARIES

ELEVATION

SCALE: 1"=3'-6"

NOTE: GANGWAY & FLOATING DOCK NOT SHOWN

TIMBER GUARD RAIL

TIMBER
2X6 DECKING

40' MIN.
60' MAX.

TIMBER TOP WALE
(NOTE 2)

3/4" HDG. TIMBER BOLT
W/ HDG. OGEE WASHER

FITTED 2X8
TIMBER BRACE
(FASTEN W/ NAILS)

TIMBER WALE
(SEE BULKHEAD)

SHEET PILE
(SEE BULKHEAD)

EXIST. M.L.
EL. VARIES

A

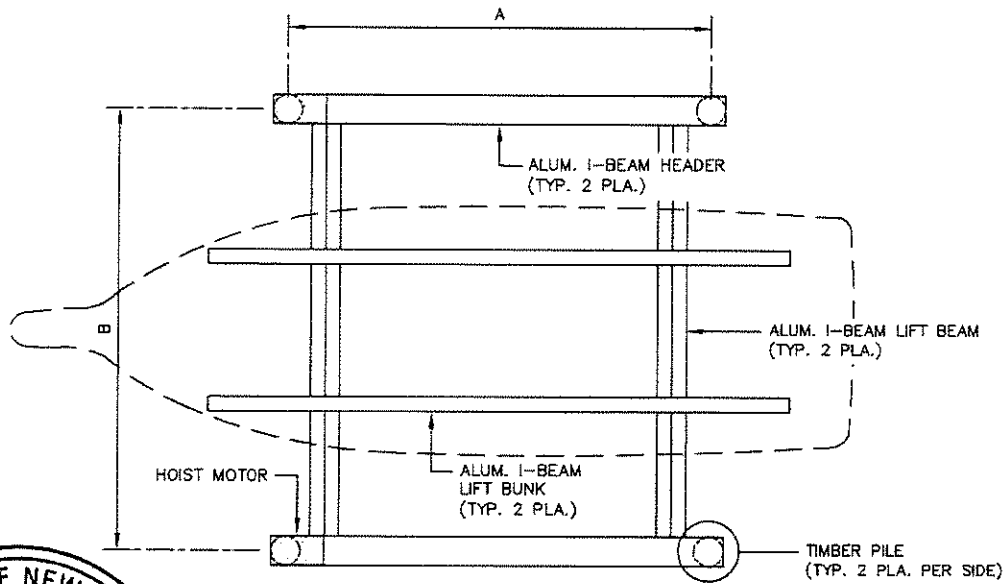
SECTION

SCALE: 1"=3'-6"

NOTE: GANGWAY NOT SHOWN

<div>SHEET NO.</div> <div>SK-11</div> <div>11 of 12 SHEET(S)</div>	<div>PROJECT NO.</div> <div>P180710.00</div> <div>DRAWN BY</div> <div>DAC</div> <div>CHECKED BY</div> <div>AWA</div>	<div>PROJECT</div> <div>BULKHEAD REPLACEMENT</div> <div>PREPARED FOR</div> <div>MR ROBERT GREENWOOD</div> <div>LOCATED AT</div> <div>339 DAY DRIVE</div> <div>MASSAPEQUA</div> <div>THE GREAT SOUTH BAY</div> <div>NASSAU COUNTY</div>	<div>SCALE</div> <div>1"=3'-6"</div> <div>DATE</div> <div>10/05/2018</div> <div>REVISION NO.</div> <div>A</div>	<div>Rising Tide Waterfront Solutions</div> <div>486 SUNRISE HIGHWAY, SUITE 102</div> <div>ROCKVILLE CENTRE, NEW YORK 11570</div> <div>SHEET</div> <div>KNEE DOCK NOTES & DETAILS</div>
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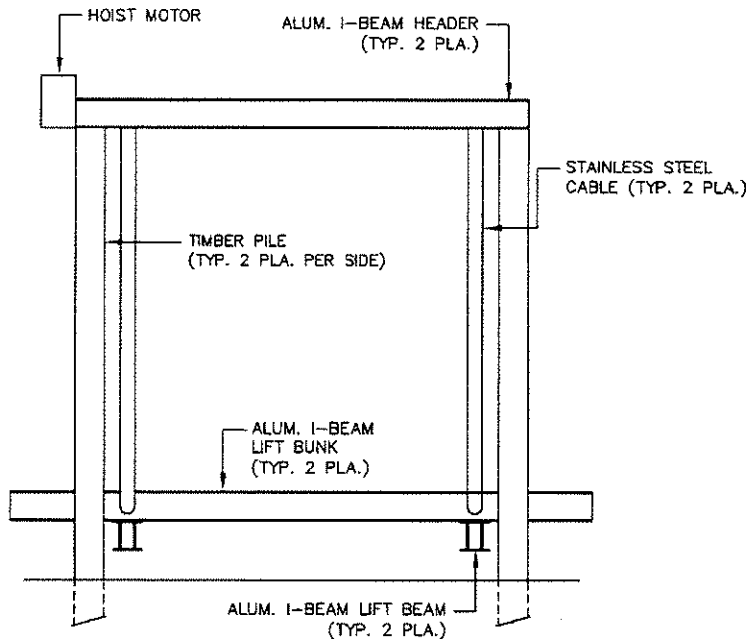
T.O.B. PERMIT APPLICATION
ISSUED FOR CONSTRUCTION



PLAN
VESSEL LIFT
SCALE: 1"=5'-0"



SCHEDULE A - ALL SPACING TO CENTER OF PILE			
LIFT CAPACITY	A	B	RECOMMENDED PILING SIZES
5,000 LBS	11'-0"	10'-0"	10"Ø
7,000 LBS	12'-0"	12'-0"	10"Ø
10,000 LBS	12'-0"	12'-6"	10"Ø
14,000 LBS	12'-0"	12'-6"	10"Ø
18,000 LBS	14'-0"	14'-0"	12"Ø
22,000 LBS	12'-0"	16'-0"	12"Ø
27,000 LBS	16'-0"	16'-0"	12"Ø
33,000 LBS	18'-0"	18'-0"	12"Ø



ELEVATION
VESSEL LIFT
SCALE: 1"=5'-0"

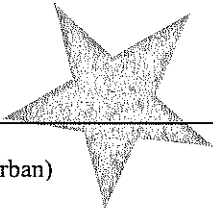
SHEET NO. SK-12 <u>12</u> of <u>12</u> SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=5'-0"	Rising Tide Waterfront Solutions 486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570
	DRAWN BY DAC		DATE 10/05/2018	
	CHECKED BY AWA		REVISION NO. A	SHEET
	VESSEL LIFT DETAILS			

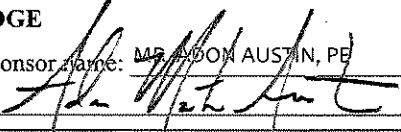
Short Environmental Assessment Form
Part 1 - Project Information

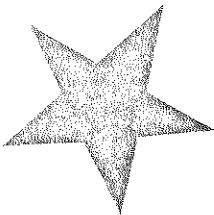
Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information																		
Name of Action or Project: WATERFRONT BULKHEAD RECONSTRUCTION W/ PIER & FLOATING DOCK GREENWOOD PROPERTY																		
Project Location (describe, and attach a location map): 339 BAY DRIVE, MASSAPEQUA, NY 11758 (SBL 65/215/52-53)																		
Brief Description of Proposed Action: REMOVE AND RECONSTRUCT 279 LF OF BULKHEAD W/ MODIFIED ARRANGEMENT 18 IN HIGHER WITH TWO RETURNS. MAINTENANCE DREDGING ALONG 232 LF OF THE BULKHEAD WITH SPOIL PLACEMENT PLACED LANDWARD OF THE BULKHEAD. CONSTRUCT 5X60 (300 SF) PILE SUPPORTED PIER WITH THRU-FLOW DECK ACCESSING BOAT AND JETSKI LIFTS. CONSTRUCT KNEE DOCK AND RAMP TO ACCESS NEW 4X60 (240 SF) FLOATING DOCK ALONG THE CANAL.																		
Name of Applicant or Sponsor: MR. ROBERT GREENWOOD		Telephone: 516-779-4611																
		E-Mail:																
Address: 53 STILLWATER AVENUE																		
City/PO: MASSAPEQUA		State: NY	Zip Code: 11758															
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table><tr><td>NO</td><td>YES</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td></tr></table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>											
NO	YES																	
<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: USACE Sect. 10 Rivers & Harbors Act, NYS DEC (Tidal Wetlands / Water Quality Certification / Excavation & Fill in Navigable Waters), NYS DOS Coastal Consistency, and NYS OGS. All required authorizations are attached.			<table><tr><td>NO</td><td>YES</td></tr><tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr></table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>											
NO	YES																	
<input type="checkbox"/>	<input checked="" type="checkbox"/>																	
3.a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			<table><tr><td>0.6 acres</td></tr><tr><td>< 0.6 acres</td></tr><tr><td>0.6 acres</td></tr></table> 	0.6 acres	< 0.6 acres	0.6 acres												
0.6 acres																		
< 0.6 acres																		
0.6 acres																		
4. Check all land uses that occur on, adjoining and near the proposed action. <table><tr><td><input type="checkbox"/> Urban</td><td><input type="checkbox"/> Rural (non-agriculture)</td><td><input type="checkbox"/> Industrial</td><td><input type="checkbox"/> Commercial</td><td><input checked="" type="checkbox"/> Residential (suburban)</td></tr><tr><td><input type="checkbox"/> Forest</td><td><input type="checkbox"/> Agriculture</td><td><input checked="" type="checkbox"/> Aquatic</td><td colspan="2"><input type="checkbox"/> Other (specify): _____</td></tr><tr><td colspan="5"><input checked="" type="checkbox"/> Parkland</td></tr></table>				<input type="checkbox"/> Urban	<input type="checkbox"/> Rural (non-agriculture)	<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Residential (suburban)	<input type="checkbox"/> Forest	<input type="checkbox"/> Agriculture	<input checked="" type="checkbox"/> Aquatic	<input type="checkbox"/> Other (specify): _____		<input checked="" type="checkbox"/> Parkland				
<input type="checkbox"/> Urban	<input type="checkbox"/> Rural (non-agriculture)	<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Residential (suburban)														
<input type="checkbox"/> Forest	<input type="checkbox"/> Agriculture	<input checked="" type="checkbox"/> Aquatic	<input type="checkbox"/> Other (specify): _____															
<input checked="" type="checkbox"/> Parkland																		

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>MR. ADON AUSTIN, PE</u>		Date: <u>15 October 2018</u>
Signature: <u></u>		





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278-0090

JUL 01 2016

Regulatory Branch

SUBJECT: Permit NAN-2016-00650
Issued to Robert Greenwood.

Robert Greenwood
53 Stillwater Avenue
Massapequa, NY 11758

Dear Mr. Greenwood

We have completed our review of Application Number NAN-2016-00650-EPI.

Pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403), you are hereby authorized by the Secretary of the Army:

ACTIVITY: Construction of a 5-foot-wide by 65-foot-long pier, a 4-foot-wide by 6-foot-long cantilever deck with attached 2.5-foot-wide by 16-foot-long ramp connecting to a 6-foot-wide by 40-foot-long mooring float. Additionally install a 12-foot square boat lift supported by 12-inch diameter pilings and an 8-foot square dual Jet Ski lift with one piling. None of the new structures are to extend further than 10 feet from the shoreline into the canal..

Under Nationwide # 3, repair and replace a 280 linear foot bulkhead in place with an 18 inch increase in elevation.

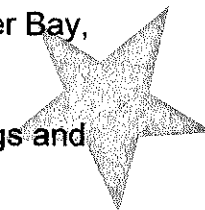
Under Nationwide # 19, minor dredging of 25 cubic yards of material 10 feet seaward of the bulkhead to a depth of -4 feet mean low water (MLW) with upland placement.

Fixed structures shall be constructed approximately 8 feet above the Plane of Mean Low Water of East Canal. Floats shall remain at least 3.5 feet above canal bottom.

WATERWAY: East Canal tributary to Great South Bay

LOCATION: 339 Bay Drive, Hamlet of Massapequa, Town of Oyster Bay,
Nassau County, New York

All work shall be performed in accordance with the attached drawings and special conditions A through B, which are hereby made part of this permit.



PERMITTEE: Robert Greenwood
PERMIT NO.: NAN-2016-00650

JUL 01 2016

- 3 -

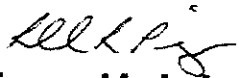
The authorized activity must be performed in accordance with the enclosed plans. If any material changes in the location or plans of the subject work are found necessary, revised plans should be submitted to the District Engineer. These plans must receive the approval required by law before work begins.

Notice is hereby given that the permittee should recognize that a possibility exists that the structures permitted herein may be subject to wavewash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structures permitted herein and the safety of boats moored thereto from damage by wavewash and the permittee shall not hold the United States liable for any such damage.

In order for us to better serve you, please complete our Customer Service Survey located at <http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>

If any questions should arise concerning this matter, please contact Randy Piersol, of my staff, at (917) 790-8533.

Sincerely,



For and In behalf of

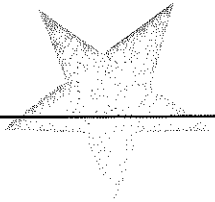
David A. Caldwell
Colonel, US Army
Commander



Enclosures

2-1-16
10-10-16

form must be received by the North Atlantic Division Engineer within 60 days of the date of this notice with a copy furnished to the New York District Engineer.		
E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.		
SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT		
REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)		
ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.		
POINT OF CONTACT FOR QUESTIONS OR INFORMATION:		
If you have questions regarding this decision and/or the appeal process you may contact: Stephan A. Ryba Chief, Regulatory Branch U.S. Army Corps of Engineers, New York District Jacob K. Javits Federal Building New York, NY 10278-0090 (917) 790-8418	If you only have questions regarding the appeal process you may also contact: James W. Haggerty, Regulatory Program Manager North Atlantic Division, U.S. Army Engineer Division Fort Hamilton Military Community General Lee Avenue, Building 301 Brooklyn, NY 11252-6700 (347) 370-4650 E-mail: James.W.Haggerty@usace.army.mil	
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.		
Signature of appellant or agent.	Date:	Telephone number:





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278-0090

CENAN-OP-R

IMPORTANT

This letter must be completed and mailed to the Regulatory Branch at the above address following completion or cancellation of work authorized under the permit.

Permittee: Robert Greenwood

Permit No. NAN-2016-00650

Date Permit Issued: JUL 01 2016 Expiration Date: JUL 01 2019

Waterway: East Canal

City & State: City of Long Beach, Town of Hempstead, Nassau County, New York
Check and complete applicable item(s) listed below:

- ☐ Work was completed on _____.
- ☐ Work will not be performed on the project.
- ☐ Deviation from work authorized in permit is explained below.
- ☐ Other (explain) _____

☐ For dredging projects, list the volume of material dredged, and the amount placed at each disposal location (if more than one).

_____ cubic yards placed at _____

_____ cubic yards placed at _____

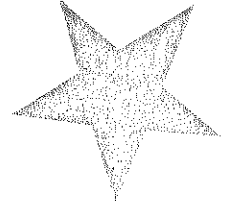
_____ cubic yards placed at _____

Signature of Permittee

Date

Fold this form into thirds, with the bottom third facing outward. Tape it together and mail to the address below or FAX to (212) 264-4260.

Place Stamp
Here



Department of the Army
New York District Corps of Engineers
Jacob K. Javits Federal Building
26 Federal Plaza, Room 1937
ATTN: CENAN-OP-R
New York, New York 10278-0090

JUL 01 2016

- (B) The permittee, and their agents, shall take actions to prevent construction materials, including debris, from entering any waterway to become drift or pollution hazards.

Further Information:

1. Limits of authorization.

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

2. Limits to Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

South Farmingdale

Project Vicinity for Robert
Greenwood, Massapequa, NY
NAN-2016-00650-EPI

North Lir

United States · NY · Suffolk Co. |

Wantagh

7410 8

North Massapequa

North Amityville

Massapequa

Copique

Massapequa Park Amityville

East Massapequa

Seaford

Monica Rd

Monica Hwy

Lindenhurst

West Babylon

Babylon

274

West E

Robe

itagh

339 Bay Dr

Massapequa, NY 11758

Oak Island

Oak B

Gilgo State Park

Cedar Island

Thatch Island

Gilgo Island

Gilgo Beach

South Line Island

Wantagh State Pkwy

Ocean Dr

Ocean pkwy

N

JUL 0 1 2016

DWG 1084

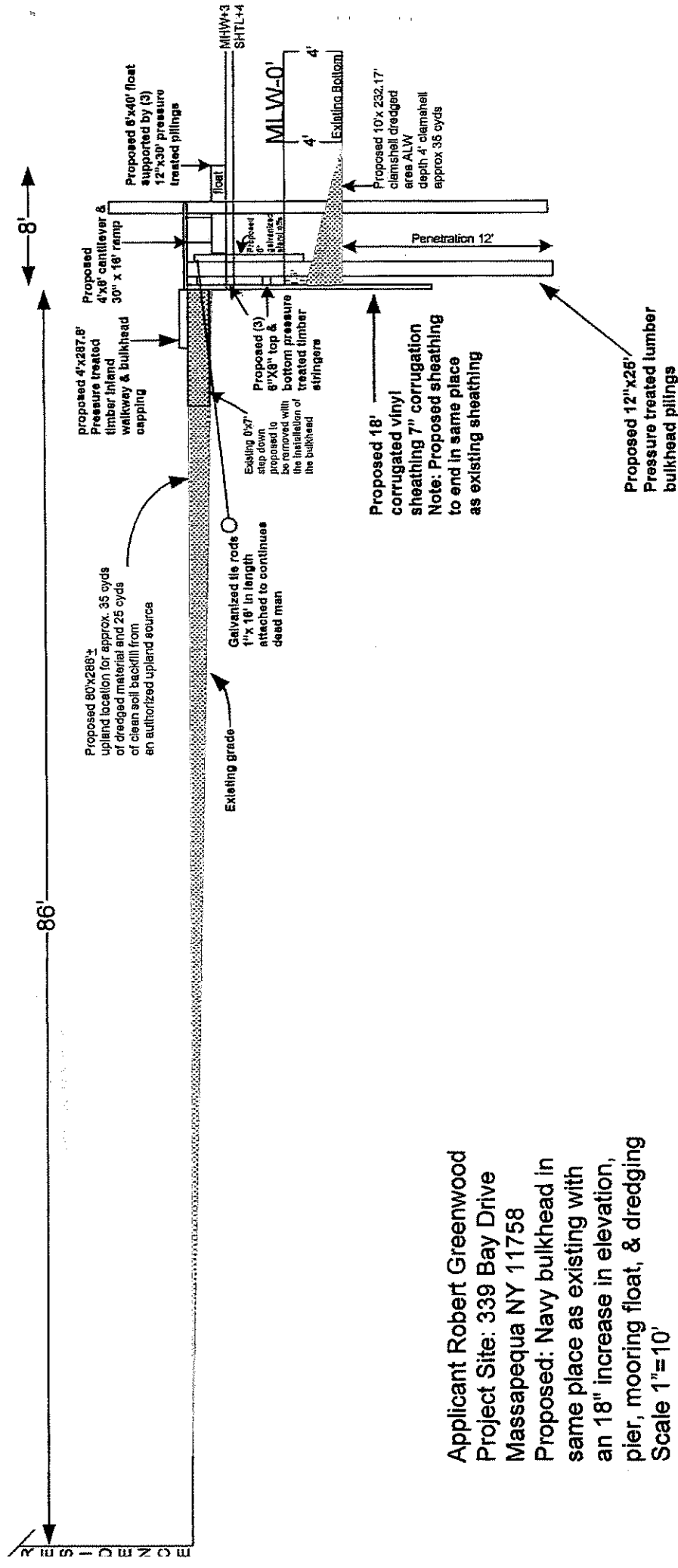
Feedback Tips Previous Version

1 miles 1 km

© 2016 HERE

CROSS VIEW
Mooring float
& bulkhead
replacement
Page 2 of 3

All hardware, nails and bolts shall be hot dip galvanized, all bolt heads and nuts will be used with cut washers. All timber will be pressure treated marine grade. All corrugated vinyl sheathing will be marine grade.



Applicant Robert Greenwood
Project Site: 339 Bay Drive
Massapequa NY 11758
Proposed: Navy bulkhead in
same place as existing with
an 18" increase in elevation,
pier, mooring float, & dredging
Scale 1"=10'
Prepared by Bulkhead permits
by Gary Inc.

2 Whaleneck Dr,
Merrick NY 11566
March 22, 2016

JUL 01 2016
DWG 30f4

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 1

SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790

P: (631) 444-0365 | F: (631) 444-0360

www.dec.ny.gov

PERMIT MODIFICATION

February 22, 2018

Mr. Robert Greenwood
53 Stillwater Ave.
Massapequa, NY 11758

**Re: Permit #1-2824-03179/00001
339 Bay Drive, Massapequa
NCTM# 65-215-52&53**

Dear Mr. Greenwood:

The Department of Environmental Conservation (DEC) has reviewed your request to modify the above referenced permit in accordance with the Uniform Procedures Regulations (6NYCRR Part 621). It has been determined that the proposed modifications will not substantially change the scope of the permitted actions or the existing permit conditions.

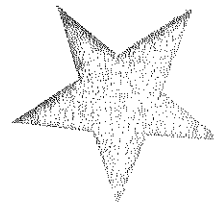
Therefore, the permit is hereby modified to authorize: **Reconfigure the southern portion of the bulkhead by moving it landward in accordance with plans by Bulkhead Permits by Gary Inc (sheets 1-3), revised 2/2/2018 and stamped NYSDEC approved 2/22/2018.**

This letter is a modification to the original permit and must be available at the job site whenever authorized work is in progress.

All other terms and conditions remain as written in the original permit.

Sincerely,


Susan Ackerman
Deputy Permit Administrator



cc:MHP
File
BH Permits by Gary



Department of
Environmental
Conservation

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: SUSAN ACKERMAN, Deputy Regional Permit Administrator

Address: NYSDEC Region 1 Headquarters
SUNY @ Stony Brook 50 Circle Rd
Stony Brook, NY 11790-3409

Authorized Signature: _____

Date 11/2/2016

Distribution List

BULKHEAD PERMITS BY GARY INC
Habitat
SUSAN ACKERMAN

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

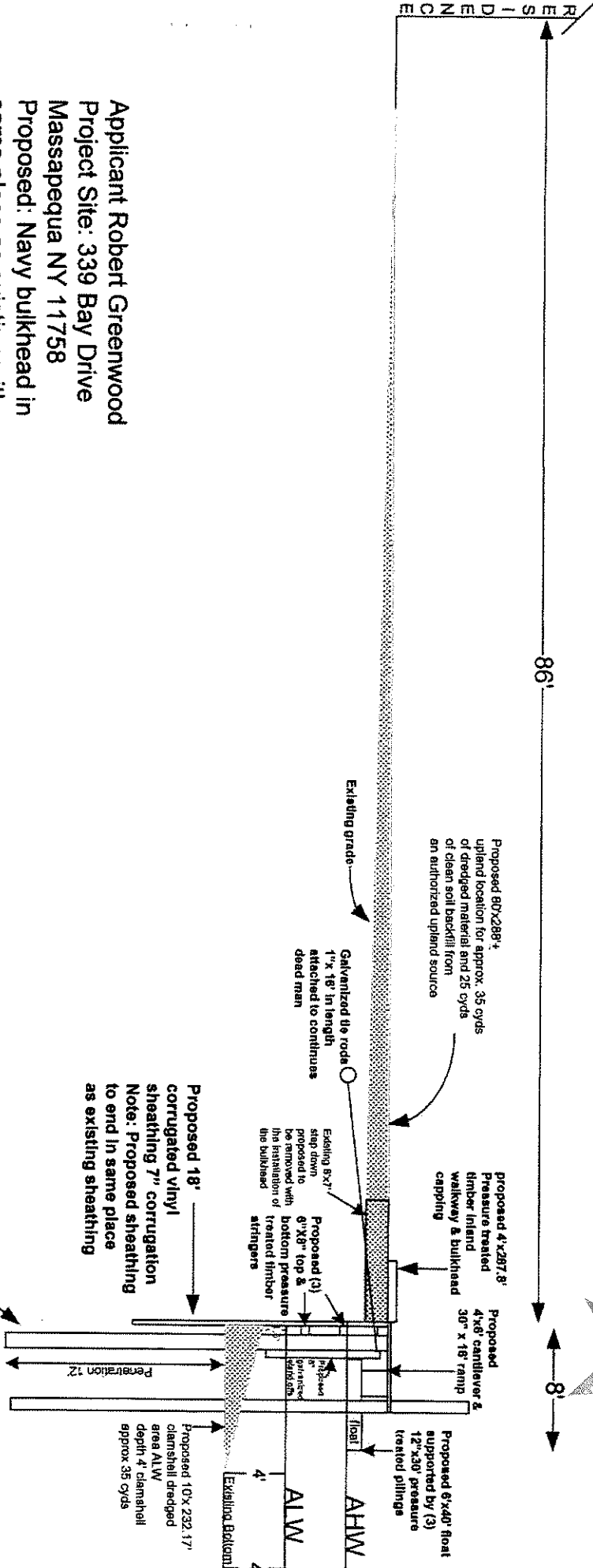
NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following
Permits: TIDAL WETLANDS; WATER QUALITY CERTIFICATION;
EXCAVATION & FILL IN NAVIGABLE WATERS**

- 1. No Construction Debris in Wetland or Adjacent Area** Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.
- 2. No Disturbance to Vegetated Tidal Wetlands** There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activities.
- 3. Storage of Equipment, Materials** The storage of construction equipment and materials shall be confined to the upland area landward of the bulkhead or on a barge.

All hardware, nails and bolts shall be hot dip galvanized, all bolt heads and nuts will be used with cut washers. All timber will be pressure treated marine grade. All corrugated vinyl sheathing will be marine grade.

CROSS VIEW
Mooring float
& bulkhead
replacement
Page 2 of 3



Applicant Robert Greenwood
Project Site: 339 Bay Drive
Massapequa NY 11758
Proposed: Navy bulkhead in
same place as existing with
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pier, mooring float, & dredging
Scale 1"=10'
Prepared by Bulkhead permits
by Gary Inc.
2 Whaleneck Dr,
Merrick NY 11566
Revised October 15, 2016

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 1

SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790

P: (631) 444-0365 | F: (631) 444-0360

www.dec.ny.gov

November 7, 2016

Mr. Robert Greenwood
53 Stillwater Ave
Massapequa, NY 11758

RE: Permit No.: 1-2824-03179/00001

Dear Permittee:

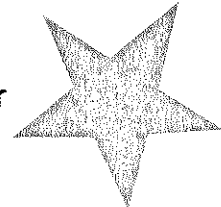
In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing your permit for the referenced activity. Please carefully read all permit conditions and special permit conditions contained in the permit to ensure compliance during the term of the permit. If you are unable to comply with any conditions please contact us at the above address.

Also enclosed is a permit sign which is to be conspicuously posted at the project site and protected from the weather and a Notice of Commencement/Completion of Construction. Please note, the permit sign and Notice of Commencement/Completion of Construction form are sent to either the permittee or the facility application contact, not both.

Sincerely,


Susan V. Ackerman
Permit Administrator

SVA/ls



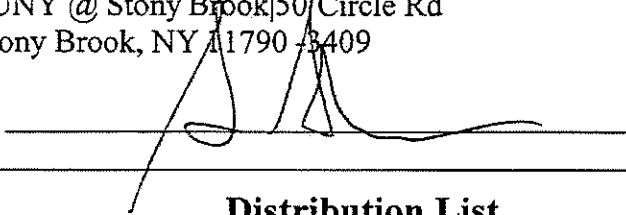
Department of
Environmental
Conservation



NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: SUSAN ACKERMAN, Deputy Regional Permit Administrator
Address: NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790-3409

Authorized Signature: 

Date 11/2/2016

Distribution List

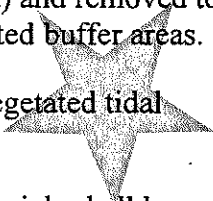
BULKHEAD PERMITS BY GARY INC
Habitat
SUSAN ACKERMAN

Permit Components

- NATURAL RESOURCE PERMIT CONDITIONS
- WATER QUALITY CERTIFICATION SPECIFIC CONDITION
- GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS
- NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: TIDAL WETLANDS; WATER QUALITY CERTIFICATION; EXCAVATION & FILL IN NAVIGABLE WATERS

- 1. No Construction Debris in Wetland or Adjacent Area** Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.
- 2. No Disturbance to Vegetated Tidal Wetlands** There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activities.
- 3. Storage of Equipment, Materials** The storage of construction equipment and materials shall be confined to the upland area landward of the bulkhead or on a barge.





- e. Any wood debris such as sawdust or wash water must not enter any water body, including wetlands or protected buffer areas.

15. No Permanent Structures on Dock No permanent structures shall be installed on dock/catwalk/float without first obtaining written Department approval (permit, modification, or amendment).

16. No Structures on Pilings No structures, other than structures specifically authorized by this permit, shall be constructed on pilings without further authorization from the department (permit, modification or amendment).

17. Install, Maintain Erosion Controls Necessary erosion control measures, i.e., straw bales, silt fencing, etc., are to be placed on the downslope edge of any disturbed area. This sediment barrier is to be put in place before any disturbance of the ground occurs and is to be maintained in good and functional condition until thick vegetative cover is established.

18. Leave a Uniform Bottom Elevation All dredging shall be conducted so as to leave a uniform bottom elevation free of mounds or holes.

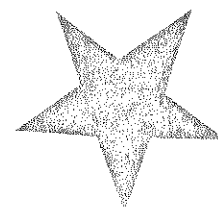
19. Filter Fabric Curtain Around Dredging Area A filter fabric (turbidity) curtain weighted across the bottom and suspended at the top by floats shall be positioned to enclose the work site before commencing dredging. The curtain shall remain in place and in functional condition during all phases of the dredging operations and remain in place for two hours after dredging termination and turbidity inside the curtain no longer exceeds ambient levels.

20. Post Permit Sign The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.

21. Notice of Commencement At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work.

22. Tidal Wetland Covenant The permittee shall incorporate the attached Covenant (or similar Department-approved language) to the deed for the property where the project will be conducted and file it with the Clerk of NASSAU County within 30 days of the effective date of this permit. This deed covenant shall run with the land into perpetuity. A copy of the covenanted deed or other acceptable proof of record, along with the number assigned to this permit, shall be submitted within 90 days of the effective date of this permit to

Marine Habitat Protection
NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY11790 -3409
Attn: Compliance



23. No Interference With Navigation There shall be no unreasonable interference with navigation by the work herein authorized.



GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Deputy Regional Permit Administrator
NYSDEC Headquarters
625 Broadway
Albany, NY12233

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Tidal Wetlands, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;

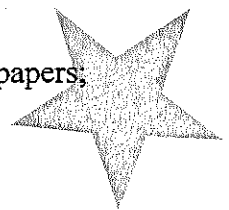
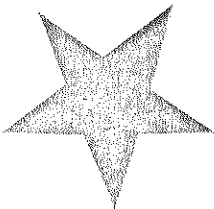




TABLE OF PROPERTIES		
ID	OWNER	ADDRESS
1	FRANK P BLASI	328 BAY DRIVE
2	CHRISTOPHER RICHARDS	332 BAY DRIVE
3	REGINA M LANNUZZI	336 BAY DRIVE
4	ROBERT GREENWOOD	LOCATION OF WORK
5	LINDA A SPANIER	335 BAY DRIVE
6	MARELYN CANARICK	331 BAY DRIVE
7	SIMON DANA	327 BAY DRIVE
8	KATIE CHRIST	10 CLUB DRIVE
9	FLORENCE DEMATO	14 CLUB DRIVE
10	SETH C WAPNICK	18 CLUB DRIVE
11	MARIA R VERMEULEN	22 CLUB DRIVE
12	VICTORIA O'SHEA	26 CLUB DRIVE
13	HELEN MORRIS	30 CLUB DRIVE



SHEET NO. IL-1 1 OF 1 SHEET(S)	PROJECT NO. P180710.00	PROJECT BULKHEAD REPLACEMENT PREPARED FOR MR ROBERT GREENWOOD LOCATED AT 339 DAY DRIVE MASSAPEQUA THE GREAT SOUTH BAY NASSAU COUNTY	SCALE N/A	Rising Tide Waterfront Solutions	
	DRAWN BY DAC		DATE 10/15/2018	486 SUNRISE HIGHWAY, SUITE 102 ROCKVILLE CENTRE, NEW YORK 11570	
	CHECKED BY AWA		REVISION NO. A	SHEET	
				RADIUS MAP	

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
ACTING SECRETARY OF STATE

April 29, 2016

Ms. Janet Moses
Bulkhead Permits Gary, Inc.
2 Whaleneck Drive
Merrick, New York 11566

RE: F-2016-0326
U.S. Army Corps of Engineers/New York District Permit
Application - Robert Greenwood
Bulkhead replacement in same place with an 18" increase
in elevation and mooring float pier
East Canal/Great South Bay, T/of Oyster Bay, Nassau Co.
No Review Necessary

Dear Ms. Moses:

The Department of State received your Federal Consistency Assessment Form and supporting information on 4/8/2016. From the information provided, it appears that the proposed action may be authorized by the Army Corps of Engineers under a Nationwide Permit that the Department of State has already concurred with, and as such further review by the Department of State is not required.

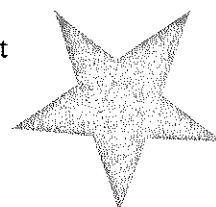
Should the Army Corps determine that the proposed project may not be conducted under the Nationwide Permit program or if the project is modified, please contact the Department of State to determine if further review is required.

This is without prejudice to and does not obviate the need to obtain all other applicable licenses, permits, other forms of authorization or approval that may be required pursuant to existing State statutes. Specifically, it appears that you may require authorization from the New York State Department of Environmental Conservation (DEC). Please contact the DEC region 1 office to determine if their authorization is required.

Sincerely,



Jeffrey Zappieri
Supervisor, Consistency Review Unit
Office of Planning and Development



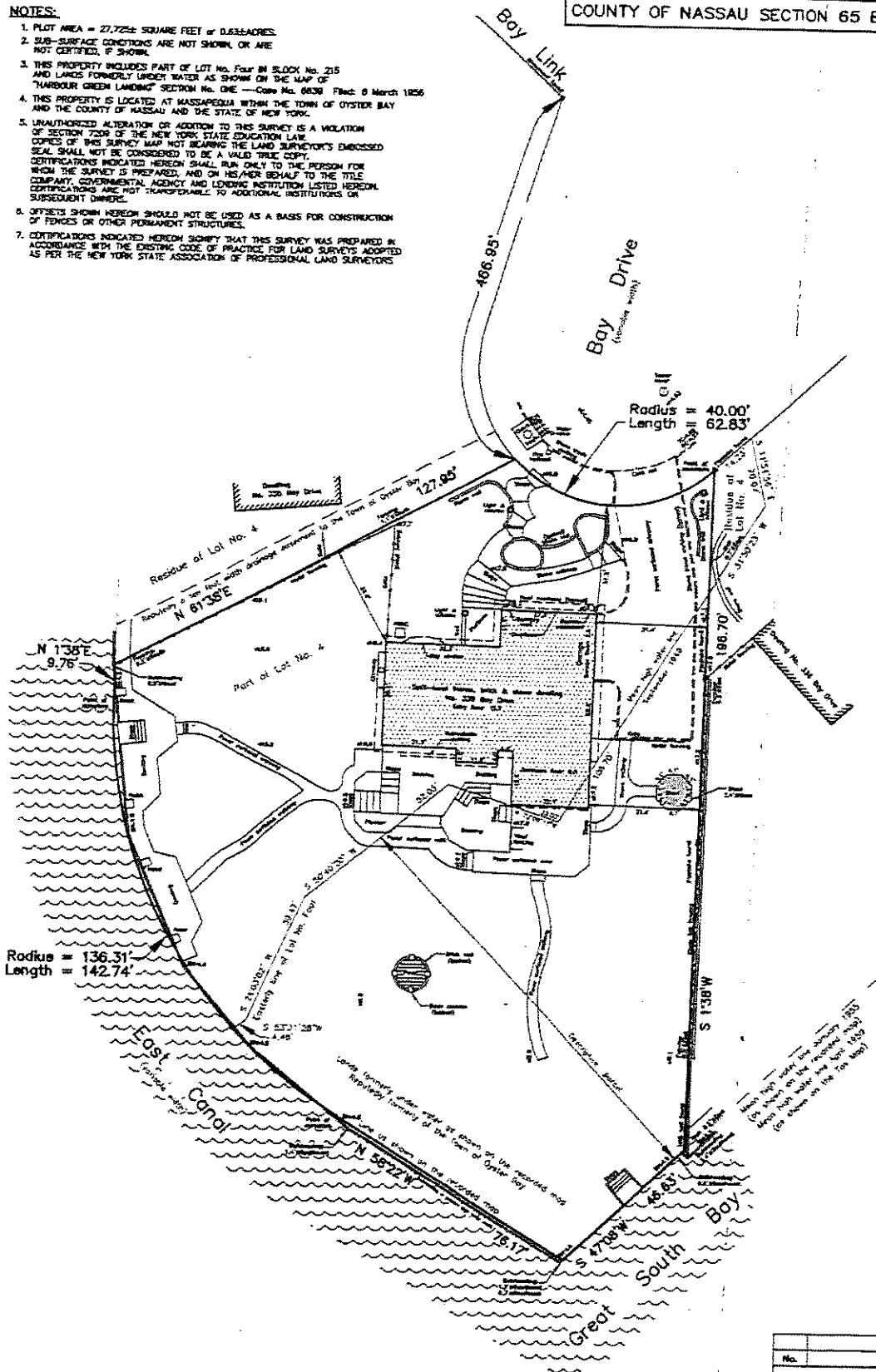
JZ/dc

cc: COE/New York District – Steve Ryba
DEC/Region 1 – Roger Evans



Department
of State

1. PLOT AREA = 27,725.5 SQUARE FEET OR 0.635ACRES.
2. SUB-SURFACE CONDITIONS ARE NOT SHOWN, OR ARE NOT CERTIFIED, IF SHOWN.
3. THIS PROPERTY INCLUDES PART OF LOT NO. FOUR IN BLOCK NO. 215 AND LANDS FORMERLY UNDER WATER AS SHOWN ON THE MAP OF "HARBOR CREEK LANDING" SECTION NO. ONE —————Cove No. 6638 Filed: 8 March 1926
4. THIS PROPERTY IS LOCATED AT MASSAPEQUA WITHIN THE TOWN OF OYSTER BAY AND THE COUNTY OF NASSAU AND THE STATE OF NEW YORK.
5. UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 2209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID SURVEY. ANY ALTERATIONS OR CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS/HER BEHALF TO THE TITLE INSURANCE COMPANY, COUNTY, CITY, TOWN OR VILLAGE OFFICIALS. ANY ALTERATIONS, CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
6. OFFSETS SHOWN HEREON SHOULD NOT BE USED AS A BASIS FOR CONSTRUCTION OF FENCES OR OTHER PERMANENT STRUCTURES.
7. CERTIFICATIONS INDICATED HEREON SIGNIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED AS PER THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS



Final election rolls

1. Election shows Pollen are 100% of 1988 as per County of Sussex Election Amendment No. 22/05 0013 & subsequent Order.
2. On the Flood Insurance Rate Map No. 2603000016 G issued 11 September 2008 this property appears to be within Zones AE 7 & X & VE 10.

No.	DESCRIPTION	BY	DATE
REVISONS			
<p>Greenwood Residence 339 Bay Drive Massapequa, New York 11758</p>			
Topographical Survey			DATE 12 October 2015 PRICE 1" = 20' SHEET No.
<p>John A. Robinson Lead Surveyor N.T.S. Libraries No. 49059 10023 Park Boulevard, Massapequa Park, N.Y. 11762 (516) 798-1290 (Fax) 516-1117 © - COPYRIGHT - ALL RIGHTS RESERVED</p>			

WHEREAS, the Town of Oyster Bay has applied for, and the New York State Department of Environmental Conservation ("NYS DEC") has approved, a grant of up to \$96,000.00 through the NYS DEC 2017 Household Hazardous Waste Assistance Program to reimburse the Town for eligible expenses incurred in administering the "Stop Throwing Out Pollutants" (STOP) program for the period from April 1, 2017 through December 31, 2017; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 22, 2019, informed the Town Board that receipt of the aforesaid funding is contingent upon the execution of a State of New York Master Contract between the Town and the NYS DEC, and requested Town Board authorization to permit the Supervisor, or his designee, to execute all forms necessary, *nunc pro tunc*, in connection with the NYS DEC's 2017 Household Hazardous Waste Assistance Program;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor or his designee, are authorized to execute all forms necessary, *nunc pro tunc*, in connection reimbursement of eligible expenses under the New York State Department of Environmental Conservation's 2017 Household Hazardous Waste Assistance Program.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

Reviewed By
Office of Town Attorney

9

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET


FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

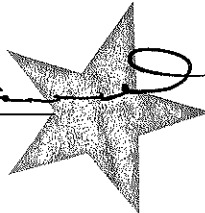
DATE: APRIL 22, 2019

SUBJECT: 2017 HOUSEHOLD HAZARDOUS WASTE STATE ASSISTANCE
PROGRAM

The Town of Oyster Bay has been approved to receive up to \$96,000 through the New York State Department of Environmental Conservation's (NYSDEC) 2017 Household Hazardous Waste Assistance Program. Funding through this program would provide the Town with up to a 50% reimbursement of costs incurred in administering the "Stop Throwing Out Pollutants" (S.T.O.P) Program from April 1, 2017 through December 31, 2017. Receipt of this grant funding is contingent upon the execution of a State of New York Master Contract between the NYS DEC and Town.

We therefore respectfully request a Town Board Resolution authorizing the Supervisor or his authorized designee to execute a State of New York Master Contract with the New York State Department of Conservation in connection with the 2017 Household Hazardous Waste Assistance Program.


Frank V. Sammartano,
Commissioner



cc: Town Attorney w/7 copies

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 22, 2019, informed the Town Board that the Town of Oyster Bay has been awarded up to \$700,000 through the New York State and Municipal Facilities Program for the purchase and installation of sports lighting at Ellsworth W. Allen Community Park, Farmingdale; which grant funding would be in reimbursement to the Town for eligible costs incurred in completing the project; and

WHEREAS, Commissioner Sammartano, in said memorandum, further informed the Town Board that receipt of the aforesaid funding is contingent upon the execution of a Grant Disbursement Agreement with the Dormitory Authority of the State of New York ("DASNY") and other documentation as required by DASNY, and requested Town Board authorization to permit the Supervisor, or Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, as the Supervisor's authorized designee, to execute all documents in connection with the New York State and Municipal Facilities Program with respect to the purchase and installation of sports lighting at Ellsworth W. Allen Community Park,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor and the Supervisor's authorized designee, Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, are authorized to execute all documents in connection with the New York State and Municipal Facilities Program with respect to the purchase and installation of sports lighting at Ellsworth W. Allen Community Park.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

Reviewed By
Office of Town Attorney

Elizabeth A. Jauchman

10

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

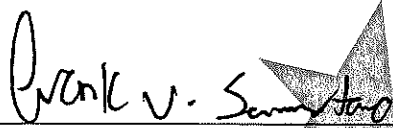
FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

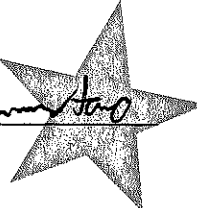
DATE: APRIL 22, 2019

SUBJECT: STATE AND MUNICIPAL FACILITIES PROGRAM: PURCHASE AND
INSTALLATION OF SPORTS LIGHTING AT ELLSWORTH W. ALLEN
COMMUNITY PARK

The Town of Oyster Bay (Town) has been awarded up to \$700,000 through the New York State and Municipal Facilities (SAM) Program for the purchase and installation of sports lighting at Ellsworth W. Allen Community Park, Farmingdale. Grant funding provided through the SAM Program would be in reimbursement to the Town for eligible costs incurred in completing the Project. Receipt of this grant funding is contingent upon the Town's execution of a Grant Disbursement Agreement with the Dormitory Authority of the State of New York and other documentation as required by the Dormitory Authority of the State of New York.

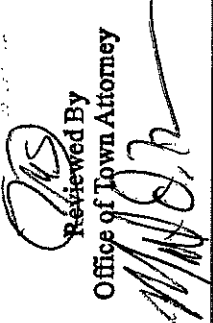
We therefore respectfully request a Town Board Resolution authorizing the Supervisor and Colin Bell as the Supervisor's authorized designee to execute all documents in connection with the New York State and Municipal Facilities Program as it pertains to the purchase and installation of sports lighting at Ellsworth W. Allen Community Park.


Frank V. Sammartano,
Commissioner



By Colin Bell

cc: Town Attorney w/7 copies


Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 22, 2019, informed the Town Board that the Town of Oyster Bay has been awarded up to \$250,000 through the New York State and Municipal Facilities (SAM) Program for streetscape and crosswalk improvements within the hamlet of Oyster Bay; which grant funding would be in reimbursement to the Town for eligible costs incurred in completing the project; and

WHEREAS, Commissioner Sammartano, in said memorandum, further informed the Town Board that receipt of the aforesaid funding is contingent upon the execution of a Grant Disbursement Agreement with the Dormitory Authority of the State of New York ("DASNY") and other documentation as required by DASNY, and requested Town Board authorization to permit the Supervisor, or Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, as the Supervisor's authorized designee, to execute all documents in connection with the New York State and Municipal Facilities Program with respect to streetscape and crosswalk improvements within the hamlet of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor and the Supervisor's authorized designee, Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, are authorized to execute all documents in connection with the New York State and Municipal Facilities Program with respect to streetscape and crosswalk improvements within the hamlet of Oyster Bay.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

12

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET


FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: APRIL 22, 2019

SUBJECT: STATE AND MUNICIPAL FACILITIES PROGRAM: OYSTER BAY DOWNTOWN
STREETSCAPE AND CROSSWALK IMPROVEMENTS

The Town of Oyster Bay (Town) has been awarded up to \$250,000 through the New York State and Municipal Facilities (SAM) Program to be applied to streetscape and crosswalk improvements within the hamlet of Oyster Bay, downtown area. Grant funding provided through the SAM Program would be in reimbursement to the Town for eligible costs incurred in completing the Project. Receipt of this grant funding is contingent upon the Town's execution of a Grant Disbursement Agreement with the Dormitory Authority of the State of New York and other documentation as required by the Dormitory Authority of the State of New York.

We therefore respectfully request a Town Board Resolution authorizing the Supervisor and Colin Bell as the Supervisor's authorized designee to execute all documents in connection with the New York State and Municipal Facilities Program as it pertains to streetscape and crosswalk improvements within the hamlet of Oyster Bay, downtown area.


Frank V. Sammartano,
Commissioner

By Colin Bell

cc: Town Attorney w/7 copies

WHEREAS, Joanne Foley, Event Coordinator, by letter dated April 9, 2019, requested the use of twenty-five (25) traffic cones and ten (10) barricades, to be used at the Bethpage-Central Park Kiwanis Club Annual Street Fair on Sunday, May 19, 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Highways, by memorandum dated April 23, 2019, advised that the Department has no objection to providing the Bethpage-Central Park Kiwanis Club with the use of twenty-five (25) traffic cones and ten (10) barricades, to be used at the Bethpage-Central Park Kiwanis Club Annual Street Fair on Sunday, May 19, 2019, said traffic cones and barricades to be delivered on Friday, May 17, 2019 and picked up on Monday, May 20, 2019; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth are hereby accepted and approved, and the Department of Highways is hereby authorized to provide twenty-five (25) traffic cones and ten (10) barricades, to be used at the Bethpage-Central Park Kiwanis Club Annual Street Fair on Sunday, May 19, 2019, said traffic cones and barricades to be delivered on Friday, May 17, 2019 and picked up on Monday, May 20, 2019, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of Highways or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment and in the conduct of the aforescribed activity; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance in the amounts of \$1,000,000 with a general aggregate of \$2,000,000, and naming the Town as an additional insured, in connection with the aforescribed activity.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway

Reviewed By
Office of Town Attorney

31

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 23, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAYS

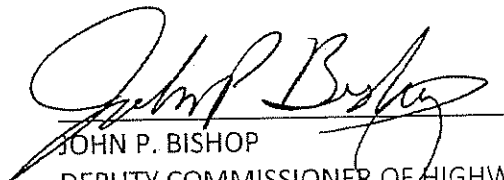
SUBJECT: BETHPAGE-CENTRAL PARK KIWANIS CLUB ANNUAL STREET FAIR
SUNDAY, MAY 19TH, 2019

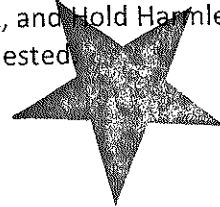
Enclosed please find letter from Joanne Foley, Event Coordinator, requesting our assistance on behalf of the Bethpage-Central Park Kiwanis Club, in hosting their annual street fair on Sunday, May 19, 2019.

The Highway Department has no objection to the closure of Broadway in Bethpage, between Powell Avenue and Nibbe Lane for the event. The Organization is requesting the posting of temporary 'Road Closure' and 'No Parking' signs on Broadway from 6:00 A.M. through 6:00 P.M. on the above mentioned date.

In addition, the Highway Department can readily supply Ten (10) Barricades and Twenty Five (25) Traffic Cones for the event.

Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement for this event. Therefore, Town Board approval is requested


JOHN P. BISHOP
DEPUTY COMMISSIONER OF HIGHWAYS
JPB/kaz



C: Town Attorney (7) copies
Doug Robalino, General Foreman 002
Richard Lenz, P.E., Commissioner DPW/HWY
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Public Safety Department
Grace Santa Maria, Highway Administration



DEPUTY COMM/HIGHWAY

Km 2

REC'D BY HIGHWAY DEPT
APR 9 19 PM 4:49

Bethpage Central Park Kiwanis

P.O.Box 623, Bethpage, NY 11714-0623 * BethpageKiwanis@gmail.com

Charter Members

Dominick Agnese
Laura Leigh Agnese
Christine Auer
Debra A. Auer
Joseph V. Belesi
Dr. Scott Berg
Bethpage Pharmacy
Teri Catapano Black
Janice M. Boyd
Dennis Brady
Gary S. Bretton
Marianne D. Brown
Matthew Brown
Patty Donohue Brown
Sean P. Brown
Donna Marie Caivano
Donna Callegari
Frank Camerlengo
Paula Carey
Carole Ann Catapano
Anthony Ciarniello
Ronny Ciarniello
Bill Ciminelli
Joseph R. Ciminella Jr.
Josephine Cittadino
Terrence Clark
Brad Cohen
Alicia Cosentino
John Coumatos
Maryola Dannebaum
Lori Dietrich
Brian Feingold
Alan Finchley
James J. Foley
Joanne Foley
Mary Guariglia
James Hudak
Shane Kanover
Joe Kenny
Jerry Kohli
Bob Krol
Susan Lippman
Edward P. Mangano
Linda Mangano
Robert Pearl
Charles Razenson
Vincent Riservato
Marguarite Romano
John Sarcone
Ellen Scimeca
Joseph Smalarz
Edward Rae
Eileen Thompson
Ann Torcivia
Al Trotter
Frances Trotter
Dr. Larain Valenti
Rose Marie Walker
Joseph Wing

April 9, 2019

John Bishop, Deputy Commissioner
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Dear Deputy Commissioner Bishop,

I am writing to request your assistance with our Annual Street Fair which will be held on Broadway between Powell Avenue and Nibbe Lane on Sunday, May 19, 2019. This event is our biggest fundraiser. We have already requested and received approval from Nassau County to close the road from 7 am through 6 p.m.

We are requesting your assistance. We would like to have 10 barricades and 25 traffic cones to help us with traffic diversion during set up and breakdown of the fair. These barricades can be delivered behind BK Sweeney's on Friday, May 17th and can be picked up from that same location at your convenience.

In addition, we were wondering if it might be possible to get temporary "No Parking/Road Closure" signs put up on Broadway one week prior to the event. These signs should contain the information that there is **no parking and the road will be closed from 6 am through 6 pm on Sunday, May 19th.**

Please feel free to contact me if you need additional information. I can be reached on my cell phone at 516-322-1819. Thank you, in advance, for your assistance.

Regards,

Joanne

Joanne Foley
Event Coordinator
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2019

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 Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL: kiwaniscert@hylant.com ADDRESS: kiwaniscert@hylant.com
INSURED KIWANIS Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1214384458

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 ISURR INSD 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"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	013138005	11/1/2018	11/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input 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		013138005	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED 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 <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention		013138005	11/1/2018	11/1/2019	All Claims \$75,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).

May 19, 2019 or any future date(s) during the policy term
Kiwanis Street Vendor Fair
Held on Broadway between Powell Avenue and Nibbe Lane/Broadway to Stewart Ave., Bethpage, NY
Kiwanis Club of Bethpage-Central Park

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay Highway Department 150 Miller Place Syosset, NY 11791	Reviewed By Office of Town Attorney	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 Judy K. Wilson

ACORD 25 (2016/03)

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2018

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Town of Oyster Bay
Highway Department
150 Miller Place
Syosset, NY 11791

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or

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Reviewed By
Office of Town Attorney

B.M.

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

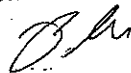
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.


Authorized Representative

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Reviewed By
Office of Town Attorney



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 9 day of April, 2019, by KIWANIS of Bethpage Central Park (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 May 19, 2019 through May 19, 2019.

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:

KIWANIS of Bethpage Central Park

Address of Organization:

P.O. Box 623

Bethpage, NY 11714

By: Joanne Wiley

Authorized Representative

Title: Secretary

Telephone Number: 516-322-1819

Reviewed By
Office of Town Attorney

[Signature]

DATE: 4/11/19

TO: HIGHWAY OPERATIONS

SUBJECT: Bethpage Central Park Kiwanis Club Annual Street Fair

PLEASE DELIVER TO:

B.K. Sweenys - In the back
356 Broadway
Bethpage

CONTACT: Joanne Foley
516-322-1819

DATE OF EVENT: May 19, 2019

SNOW FENCE:

BARRICADES: 10

CONES: 25

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

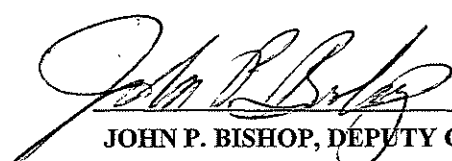
DELIVER ON: 5/17/19

PICKUP ON: 5/20/19

		XX
SWEEPING BEFORE AFFAIR IS NEEDED:	YES	NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Ray Swierkowski Jr., Area Foreman 023
Jeff VanNostrand
Public Safety Division

Dan Kornfeld

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, May 7, 2019, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Joseph Saladino
Supervisor
Joseph Muscarella

Councilman
Anthony Macagnone

Councilman
Louis Imbroto

Councilman
Thomas Hand

Councilman
Steven Labriola

Councilman

Councilman

In the Matter of the Increase and Improvement
of the Facilities of the South Farmingdale
Water District in the Town of Oyster Bay,
Nassau County, New York.

Resolution No. 287-2019

ORDER CALLING PUBLIC HEARING

WHEREAS, the Commissioners of the South Farmingdale Water District (the "District") have submitted a petition, dated March 14, 2019 (the "Petition"), requesting that the Town Board of the Town of Oyster Bay, New York (the "Town") hold a public hearing to consider approving the increase and improvement of certain District facilities and the financing thereof by the issuance of Town obligations;

Reviewed By
Office of Town Attorney
Th. Molitor

WHEREAS, said increase and improvement consists of various water system improvements, including, the installation of iron removal facilities for Well No. 4-1, improvements to the water distribution system, expansion of the garage at Plant No. 1, and installation of an Advanced Oxidation Process (AOP) water treatment system for Plant No. 3, including incidental expenses in connection therewith; and

WHEREAS, the District has prepared a map, plan and report, including an estimate of cost, relating to said increase and improvement of facilities of said District; in form and substance acceptable to the Town Board; and

WHEREAS, the map, plan and report is in the form of a report from H2M Architects & Engineering ("H2M"), engineers duly licensed in the State of New York, entitled "2018 Bond Report" dated December 2018; and

WHEREAS, the \$16,300,000 estimated maximum cost to said District of such increase and improvement of facilities is determined to borne by the District under a proposed issuance of up to \$16,300,000 of bonds of the Town; and

WHEREAS, such estimated maximum cost shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA") in connection with such increase and improvement of the facilities of said District and it has been determined by the District that such increase and improvement of the facilities of said District and the use thereof constitute an "unlisted" action under SEQRA which will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on said proposed increase and improvement of facilities and the map, plan and report, including estimate of cost pursuant to Section 202-b of the Town Law; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on May 21, 2019, at 10:00 A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of said District in said Town, and the map, plan and report, including estimate of cost referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in Newsday, a newspaper having general circulation in said Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on May 21, 2019, at 10:00 A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the South Farmingdale Water District (the "District") in said Town, consisting of various water system improvements, including the installation of iron removal facilities for Well No. 4-1, expansion of the garage at Plant No. 1, improvements to the water distribution system, and installation of an Advanced Oxidation Process (AOP) water treatment system for Plant No. 3, including incidental

expenses in connection therewith, at an estimated maximum cost of \$16,300,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the South Farmingdale District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

An environmental analysis has been prepared on behalf of the District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and it has been determined that such increase and improvement of the facilities of said District will not result in any significant environmental effects.

Dated: Oyster Bay, New York
May 7, 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF OYSTER BAY,
NASSAU COUNTY, NEW YORK

James Altadonna, Jr.

Town Clerk

Section 3. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

<u>Supervisor Saladino</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Muscarella</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Macagnone</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilwoman Johnson</u>	<u>VOTING</u>	<u>ABSENT</u>
<u>Councilman Imbroto</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Hand</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Labriola</u>	<u>VOTING</u>	<u>AYE</u>

The order was thereupon declared duly adopted.

* * *

cc: Supervisor
Comptroller
Town Attorney

14

Town of Oyster Bay Inter-Departmental Memo

April 22, 2019

To: Memorandum Docket
From: Robert Darienzo, Director of Finance
Subject: Public Hearing – South Farmingdale Water District Improvements

Town Board action is required to approve the resolution calling for a public hearing on May 21, 2019 for \$ 16,300,000.00 in serial bonds for South Farmingdale Water District Improvements. Said resolution prepared by Bond Counsel is attached to this memo.

Thank you.



Robert Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 7 copies)
Word/Documents/Docket/2019 south farm wd improve

Meeting of May 7, 2019

Resolution No. 288-2019

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 21st day of May, 2019, 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 CHAPTER 201, SOLID WASTE, OF THE CODE OF TOWN OF OYSTER BAY" and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

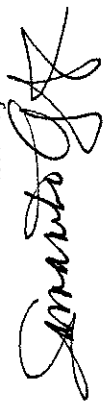
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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

Reviewed By
Office of Town Attorney



15

Town of Oyster Bay Inter-Departmental Memo

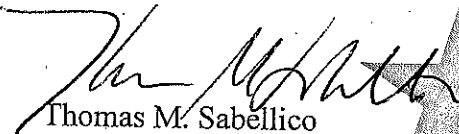
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : April 11, 2019
SUBJECT: Proposed Local law entitled:
"A LOCAL LAW TO AMEND CHAPTER 201, SOLID WASTE, OF THE
CODE OF TOWN OF OYSTER BAY"

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 for May 7, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel



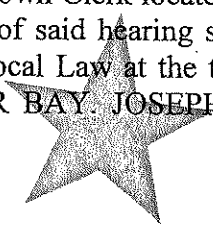
TMS:sg
Enclosure
cc: Town Attorney (w/7 copies)

S:\Attorney\LOCAL LAWS\LAC 201 Solid Waste\MD 2019.docx

TMS
Reviewed By
Office of Town Attorney
Samuel J. J.

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 21st day of May, 2019, 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 manner set forth hereinafter: "A LOCAL LAW TO AMEND CHAPTER 201, SOLID WASTE, OF THE CODE OF TOWN OF OYSTER BAY" 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. JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.
Dated: , 2019, Oyster Bay, New York.



NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET
ALBANY, NY 12231

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 2019

A local law entitled "A LOCAL LAW TO AMEND CHAPTER 201, SOLID WASTE, OF THE CODE OF TOWN OF OYSTER BAY"

Be it enacted by the Town Board
of the
(Name of Legislative Body)

Town of Oyster Bay as follows:

Section 1. Legislative Intent.

Upon recommendation of the Commissioner of the Department of Public Works, the Board finds that it is in the best interest of the Town of Oyster Bay and its residents to amend certain provisions of Chapter 201, Solid Waste, Part 1, Solid Waste Regulations, Article II, Collection and Container Provisions.

Section 2. Amend Section 201-2 Garbage, to read as follows:

§ 201-2 Garbage.

A. Frequency of collection.

- (1) Garbage will be collected from residential areas and from business areas on regularly scheduled days designated by resolution of the Town Board, during the hours designated by the Commissioner of Public Works.



- (2) There shall be no collection of any type on Sundays and on such other holidays as may be designated by resolution of the Town Board.
- B. Limitation on the number of containers. There is no limitation to the number of containers of garbage that may be placed for collection.
- C. Capacity, weight and type of containers to be used.
 - (1) Containers used for the disposal of garbage shall have a capacity not exceeding 32 gallons, shall not be designed for mechanical use/collection, and shall not have a permanently affixed lid.
 - (2) No container shall weigh more than 50 pounds when filled.
 - (3) Garbage which cannot be readily placed in containers must be securely enclosed in plastic bags or other weatherproof and durable receptacles not weighing greater than 50 pounds each nor exceeding 18 cubic feet in capacity.

Section 3. Amend Section 201-3 Rubbish, to read as follows:

§ 201-3 Rubbish.

- B. Frequency of collection.
 - (1) Rubbish will be collected from residential areas and from business areas on regularly scheduled days designated by resolution of the Town Board, during the hours designated by the Commissioner of Public Works.
 - (2) There shall be no collection of any type on Sundays and on such other holidays as may be designated by resolution of the Town Board.
- B. Limitation on the number of containers. No more than 10 containers of rubbish may be placed out for collection by any property owner or occupants of a building, collectively, in a residential or business area on any given day, and, in no event shall the total maximum weight placed out for collection on any given collection day exceed 200 pounds.
- C. Capacity, weight and type of containers to be used.
 - (1) Containers used for the disposal of rubbish shall have a capacity not exceeding 32 gallons, shall not be designed for mechanical use/collection and shall not have a permanently affixed lid.
 - (2) No container or bundle shall weigh more than 50 pounds when filled or placed out for collection.
 - (3) Rubbish which cannot be readily placed in containers must be securely enclosed in plastic bags or other weatherproof and durable receptacles not weighing greater than 50 pounds each nor exceeding 18 cubic feet in capacity.
 - (4) In no event shall the total maximum weight of rubbish placed out for collection on any given collection day exceed 200 pounds.

Section 4. Amend Section 201-6 Provision of containers by Town, to read as follows:

§ 201-6 Provision of containers by Town.

The Town will provide one (1) recycling container to each household or designated recycling area for the purpose of separating and placing recyclable materials for collection. Such containers will remain the property of the Town and must be kept in a good and clean condition by such residents. Recycling containers are not to be used for any purpose other than as

described in this section. In the event that such container is lost, damaged or stolen, one (1) additional container shall be available from the Town.

Section 5. Amend Section 201-11 Container specifications, to read as follows:

§ 201-11 Container specifications.

All garbage, rubbish and recycling shall be placed in either reusable or single use type containers which shall be uniform. Each type of container shall not exceed 32 gallons in capacity, shall not have a permanently attached lid and shall not be designed or manufactured for mechanical use. Containers for use for the purposes set forth herein shall be approved by the Commissioner of Public Works. Garbage and rubbish containers shall be kept covered or enclosed at all times. The reusable type containers for garbage and rubbish shall be equipped with handles and tight fitting covers and shall be watertight and shall be kept in a clean, neat and sanitary condition at all times. Recycling containers will not require a lid but shall have adequate drain holes in the bottom. The design and construction of and the materials used for the single use type containers and the method of the storage thereof shall be in accordance with specifications and rules and regulations therefor which shall be established by the Commissioner of Public Works. Grease and oil drums are specifically prohibited.

Section 6. SEQRA Determination.

It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(20) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

Section 7. Severability.

If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Section 8. Effective Date.

This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.



Certification:

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2019 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2019, in accordance with the applicable provisions of law.

Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2019

(Certification to be executed by Town Attorney).

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

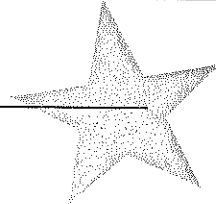
Signature

Town Attorney

Title

Town of Oyster Bay

Date: _____ 2019



RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall, Audrey Avenue, Oyster Bay, New York on, the 21st day of May, 2019, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of 550 HICKSVILLE REALTY CORP. and GRAMARCY POINT REALTY CORP., fee owners, and LSC DEVELOPMENT, LLC, contract vendee, for a Special Use Permit to allow for construction and operation of a self-storage facility, on premises located at 550 West Old Country Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block 484, Lots 42 and 43, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

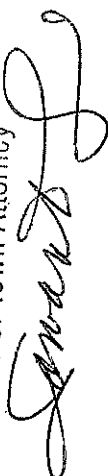
newspapers of general circulation within the Town of Oyster Bay.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

Reviewed By
Office of Town Attorney


PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, May 21, 2018, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from 550 HICKSVILLE REALTY CORP. and GRAMARCY POINT REALTY CORP., fee owners, and LSC DEVELOPMENT, LLC, contract vendee, for a Special Use Permit to allow for construction and operation of a self-storage facility, on premises located at 550 West Old Country Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block 484, Lots 42 and 43, on the Land and Tax Map of Nassau County. The abovementioned application 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 at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: May 7, 2019

, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

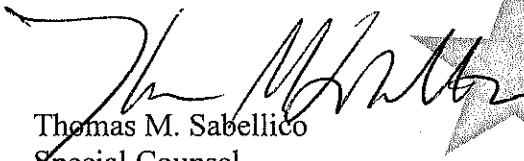
FROM : OFFICE OF THE TOWN ATTORNEY

DATE : April 19, 2019

SUBJECT: 550 Hicksville Realty Corp., et al and
Special Use Permit
Premises: 550 West Old Country Road, Hicksville, New York
Section 11, Block 484, Lots 42 and 43

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on May 21, 2019, in connection with the above referenced matter.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:nb
Enclosure
File LA 2017-5992
Town Attorney (w/7 copies)

S:\Attorney\RESOS 2019\MD & RESO\MD for PublHear 550 Hicksville RealtyTMS.doc

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 854-2017, adopted on December 12, 2017, the Town Board authorized and directed Nelson & Pope Engineers and Land Surveyors, PLLC to provide on-call engineering services in connection with Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering, for a two-year term, from January 1, 2018 through December 31, 2019; and

WHEREAS, Nelson & Pope Engineers and Land Surveyors, PLLC, by letter dated April 11, 2019, set forth the scope of work to be performed under Contract No. PWC07-18, in an amount not to exceed \$200,000.00, in connection with providing On-Call Engineering Services related to quality control and oversight of the construction of miscellaneous concrete throughout the Town under the concrete requirements contract; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 22, 2019, requested Town Board authorization for Nelson & Pope Engineers and Land Surveyors, PLLC to provide On-Call Engineering Services relative to Civil Engineering under Contract No. PWC07-18 as aforesaid, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$200,000.00 for this purpose; and

WHEREAS, funds in the amount of \$200,000.00, to satisfy said engineering costs are available in Account No. HWY H 5197 20000 000 1903 008,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and Nelson & Pope Engineers and Land Surveyors, PLLC is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$200,000.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1903 008.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

April 22, 2019

TO: MEMORANDUM DOCKET

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


SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO CIVIL ENGINEERING
CONTRACT NO. PWC07-18
ACCOUNT NO.: HWY H 5197 20000 000 1903 008
PROJECT ID. 1903HWYDB-09

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. PWC07-18 by Resolution No. 854-2017 for the subject project.

Attached is a letter dated April 11, 2019 from Nelson & Pope Engineers & Land Surveyor, PLLC regarding the scope of work to be performed in an amount not to exceed \$200,000.00. Services to be performed include the quality control and oversight of the Town of Oyster Bay Requirements Contract for Concrete Restoration.

Attached is an availability of funds in the amount of \$200,000.00 to satisfy said Engineering costs from the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1903 008.

It is hereby requested that the Town Board authorize, by Resolution, Nelson & Pope Engineers & Land Surveyor, PLLC under Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


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


RWL/JCT/MR/nm

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, Administrative Division/DPW

PWC07-18 DOCKET N & P CONCRETE



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 PWC07-18

Contract Period January 1, 2018 thru December 31, 2019

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

Discipline On-Call Civil Engineering

Total Authorization \$ 530,000.00

Resolution No. 854-17 Date 12/12/2017

Funded To Date \$ 330,000.00

Amount Requested \$200,000.00

Account To Be Used HWY H5197 20000000 1903 008 - 1903 HWY DB-09

If Capital Account, State The Related Contract Number: N/A

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.

Quality Control and Oversight of the Concrete Replacement 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 \$ n/a

Requesting Division/Department

Signature [Signature]

Title DEPUTY COMMISSIONER OF HIGHWAYS

Date 4-16-19

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 4/16/19

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 200,000.00

Unencumbered Balance 750,000.00

Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Yes ☒ No ☐

Signature [Signature]

Date 4/17/19



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 1/1/2018

Contract No. PWC07-18

Contract End 12/31/2019

Commencement Date _____

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

Vendor Name and Address

Nelson & Pope Engineers and Land Surveyor, PLLC

572 Walt Whitman Road

Melville, NY 11747

Requesting Town Department HIGHWAY

Contact _____ Phone _____

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

Provide engineering services for quality control and oversight of the concrete replacement requirements contract

This work order shall not exceed \$ \$200,000.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature _____

Signature _____

Title DEPUTY COMMISSIONER OF HIGHWAYS

Commissioner of Public Works

Date _____

Date 4/16/19



NELSON & POPE
ENGINEERS & SURVEYORS

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

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188
(631) 427-8685 • FAX (631) 427-5620 • NELSONPOPE.COM

April 11, 2019

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

Re: Proposal for Construction Observation Services
For Concrete Requirement Contract

Dear Commissioner Lenz:

Nelson & Pope is pleased to submit this proposal to provide Construction Observation services for the construction of miscellaneous concrete throughout the Town under the Concrete Requirements Contract.

The estimated budget for the project is \$200,000.00

I look forward to further discussion of how we can assist the Town in moving forward with project. Thank you for the opportunity to submit this proposal, and please contact me to discuss this submission at your convenience.

Sincerely,
Nelson & Pope

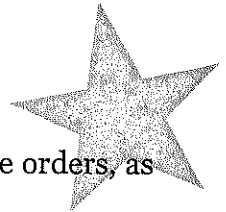
A handwritten signature in black ink, appearing to read 'Joe Epifania', written in a cursive style.

Joseph R. Epifania, PE
Partner

EXHIBIT A
SCOPE OF SERVICES AND FEES
Construction Observation

The general scope of the project is to provide construction inspection services to ensure that the work performed by the Contractor conforms to the provisions of the contract documents. Services performed will include construction administration, pre-construction photo inventory, detailed inspection. More specifically, the Consultant services will include but are not limited to:

- Ensuring the Contractor's compliance with the requirements of the contract documents.
- Ensuring timely notice to residents for work on their property.
- Verification that work complies with the contract documents and the Town of Oyster Bay Contract Specifications.
- Verification that the work performed by the Contractor does not exceed the limits of the work identified on each work order.
- Conduct slump tests and obtain concrete cylinders for testing, as deemed necessary.
- Procure the services of a testing company for concrete cylinder testing.
- Prepare a work summary sheet for each residence.
- Review and approval of Contractor invoices.
- Preparation of a punchlist at the completion of each highway area.
- Attendance at bi-weekly progress meetings at a location to be determined by the Commissioner of Public Works.
- Respond to resident complaints received directly from the resident or the Town's project manager.
- Compilation of a final punchlist at the completion of the project.
- Review and approval of the Contractor's maintenance bond.
- Provide recommendations for contract quantity adjustments and change orders, as necessary.
- Issuance of a recommendation for final acceptance.



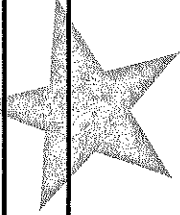


MANPOWER TABLE
TOWN OF OYSTER BAY
CONCRETE REQUIREMENTS CONTRACT
APRIL 2019
EXHIBIT B



NELSON & POPE

TASKS		Partner	Project Manager	Senior Engineer Tech.	TOTAL HOURS	COST
		\$175.00	\$150.00	\$130.00		
TASK						
1	Construction Observation			1280	1280	\$166,400.00
2	Office Support	60	154		214	\$33,600.00
TOTALS		60	154	1280	1494	\$200,000.00



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated November 27, 2017 and December 4, 2017, advised that on September 27, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to Civil Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC07-18; and

WHEREAS, in response to that Request for Proposals, fifteen (15) responses were timely received by the Department of Public Works, Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memoranda, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., to provide Engineering Services relative to Civil Engineering, in accordance with the specifications contained in Contract No. PWC07-18, for a two (2) year term commencing on January 1, 2018 through December 31, 2019

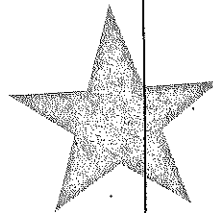
NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-18 with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., in accordance with the provisions thereunder, for a two (2) year term, commencing on January 1, 2018 through and including December 31, 2019.

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Public Works



Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, by Resolution No. 861-2017, adopted on December 12, 2017, the Town Board authorized Douglas A. Wilke, Architects & Engineers, 38 Roosevelt Avenue, Glen Head, New York 11545, to provide the Town of Oyster Bay with On-Call Engineering Services, in connection with Contract No. PWC22-18, On Call Engineering Services Relative to Architecture, for a two (2) year term, commencing on January 1, 2018, and expiring on December 31, 2019; and

WHEREAS, in connection with Contract No. PWC22-18, Douglas A. Wilke, of Douglas A. Wilke Architects & Engineers, by letter dated March 20, 2019, described the scope of work to be performed under said Contract, for architecture and engineering services related to the Townsend Structure (circa 1692-1820) at the Oyster Bay Mill Pond House, including, but not limited to, the preparation of design, bid and construction documents, oversight and document drawings for the removal of the deteriorated non-Landmarked structure, the direction and oversight for the stabilization of the remaining historic elements and weather resistant cover for the temporary preservation of the structure, in an amount not to exceed \$55,000.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 22, 2019, requested that the Town Board authorize Douglas A. Wilke, Architects & Engineers, to provide On-Call Engineering Services under Contract No. PWC22-18, for engineering services related to the Townsend Structure, at the Oyster Bay Mill Pond House, including, but not limited to, the preparation of design, bid and construction documents, oversight and document drawings for the removal of the deteriorated non-Landmarked structure, the direction and oversight for the stabilization of the remaining historic elements and weather resistant cover for the temporary preservation of the structure, in an amount not to exceed \$55,000.00; and

WHEREAS, Commissioner Lenz further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$55,000.00, to satisfy said engineering costs, and advised that funds in the amount of \$55,000.00, to satisfy said engineering costs, are available in Account No. PKS H 7197 20000 000 1102 001,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and the Comptroller to authorized to issue an encumbrance order, in an amount not to exceed \$55,000.00, to satisfy said architecture and engineering costs, with funds to be drawn from Account No. PKS H 7197 20000 000 1102 001.

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Nay
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Environmental Resources
Public Works

Reviewed By
Office of Town Attorney

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

April 22, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO ARCHITECTURAL ENGINEERING
CONTRACT NO. PWC 22-18
ACCOUNT NO. :PKS H 7197 20000 000 1102 001
PROJECT ID. 1102 PKSA 18

The consultant, Douglas A. Wilke Architects and Engineers, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 22-18 by Resolution No. 861-2017 for the subject project.

Attached is a letter dated March 20, 2019 from Douglas A. Wilke Architects and Engineers, regarding the scope of work to be performed in an amount not to exceed \$55,000.00. Services to be performed include oversite and documentation drawings for the removal of the fire damaged deteriorated non landmarked portion of the structure. Additional direction and oversight for the stabilization of the remaining historic elements and weather resistant cover for the preservation of the landmarked structure. This will also include the shoring of the structure.


In addition said architectural and engineering work shall identify and record all-inclusive building areas to be saved as part of any future restoration to the property or structures. The structures will be numbered, sized and existing condition noted. Based on these services, full basic historical plans for the future utilization of the remaining building segments will be prepared for grants and possible occupancy.

These services also include field work for multi-phased in-house work and contracted work once a final determination has been made and funding is secured.

Attached is an availability of funds in the amount of \$55,000.000 to satisfy said Engineering costs from the Director of Finance indicating that funds are available in Account No. PKSH 7197 20000 000 1102 001.



It is hereby requested that the Town Board authorize, by Resolution, Douglas A. Wilke Architects and Engineers, under Contract No. PWC 22-18, On-Call Engineering Services Relative to architectural engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


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

RWL/JCT/MR/nm

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
George Baptista, Deputy Commissioner/Environmental
Kathy Stefanich, Administrative Division/DPW

PWC 22-18 DOCKET WILKE MILL POND HOUSE





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



Requesting Division/Department

DER

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

Contract Number PWC 22-18

Contract Period 1/1/2018 thru 12/31/19

Consultant/Contractor Douglas A. Wilke Architects and Engineers

Discipline Engineering Services relative to Architecture

Total Authorization \$ 60,000.00

Resolution No. 861-17 Date 12/12/2017

Funded To Date \$ 5,000.00

Amount Requested \$55,000.00

Account To Be Used PKS-H-7197-20000-000-1102-001 Project ID
1102-PKSA-18

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.

Engineering services to include design, bid, and construction documents

relative to the Townsend Structure, Oyster Bay (Mill Pond House)

Work To Be Completed In Contract Period: Yes ☒ No ☐

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$ _____

Requesting Division/Department

Signature [Signature]

Title DEPUTY COMMISSIONER

Date 4-3-2019

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 4-3-19

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 55,000.00

Unencumbered Balance 391,000.00

Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Yes ☒ No ☐

Signature [Signature]

Date 4/3/19



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 1/1/2018

Contract No. PWC 22-18

Contract End 12/31/2019

Commencement Date _____

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

Vendor Name and Address

Douglas A. Wilke Architects & Engineers

38 Roosevelt Avenue

Glen Head, N.Y. 11545

Requesting Town Department Engineering/Parks

Contact John C. Tassone Phone 677-5722

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

Engineering services to include design, bid, and construction documents

relative to the Townsend Structure, Oyster Bay (Mill Pond House)

This work order shall not exceed \$ 55,000.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title DEPUTY COMMISSIONER

Commissioner of Public Works

Date 4-3-2019

Date 4/3/19

Richard W. Lenz PE
Commissioner
Deputy of Public Works
Town of Oyster Bay
150 Miller Place
Syosset New York 11791.

March 20th 2019

Attention
John C. Tassone
Deputy Commissioner
Division of Engineering

RE

Douglas A. Wilke Architects & Engineers herein submits a proposal to provide architectural and engineering serviced for the Town of Oyster Bay to on site provide over site and documentation drawings for the removal of deteriorated structure covering circa 1692 – 1820 Townsend structure plus direction and over site for the remaining historic elements stabilization and weather resistant cover for temporary preservation.

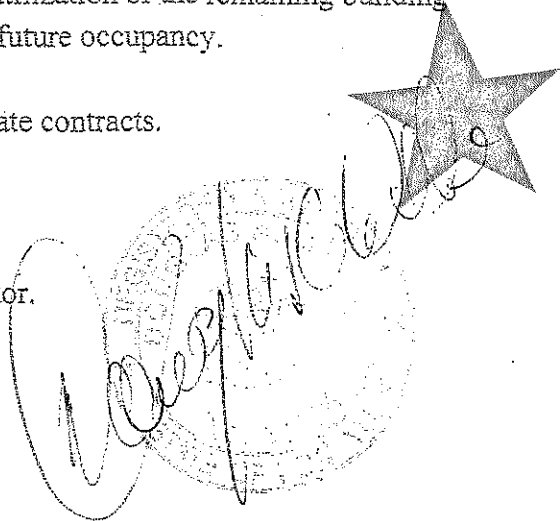
In addition the architectural and engineering work shall identify, approximately date, record, and draw to scale all inclusive building areas to be saved and be part of a future restoration. Individual structural and architectural elements will be numbered, sized, and condition noted. The intent is to provide full basic historic plans for full utilization of the remaining building segment for purposes of historic grant procurement and future occupancy.

The field work is to include three phases with two separate contracts.

1. Clean – up phase – Clean up contractor.
2. Removals phase – Carpentry contractor.
3. Stabilization & cover phase – Carpentry contractor.

Architectural & Engineering work shall include:

- A. Onsite.
 1. Direction and over site of removals.
 2. On site recording of structure and condition.
 3. Direction of temporary cover.
- B. Offsite.
 1. Drawing of plans and specifications for restoration.



- 2. Drawing of plans and specifications for useable code compliant occupancy.
- 3. Preparation of documentation for grants and funding.

The estimated contract cost is:

- 1. Clean - up contractor - \$32,000.
- 2. Carpentry stabilization and cover \$300,000.

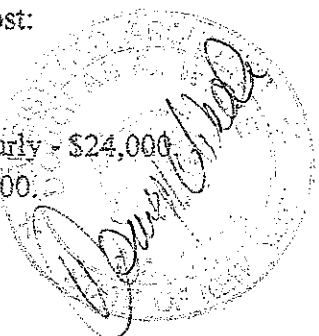
The estimated architectural & engineering cost:

- 1. Bid documents (2) - \$16,000.
- 2. Bid (2) - \$5,000 plus reimbursable.
- 3. On Site over site / documentation hourly - \$24,000.
- 4. Offsite documentation hourly - \$10,000.

Total architectural & engineering - \$55,000.

Respectfully,

Douglas A. Wilke
Douglas A. Wilke
Architect & Engineer.



March 20th 2019



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated December 4, 2017, advised that on September 27, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to Architecture, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC22-18, for a two (2) year term contract commencing January 1, 2018 through December 31, 2019; and

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

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected Holzmacher, McLendon & Murrell, P.C., Nassau Suffolk Engineering & Architecture, PLLC, David Swift Architects, LLC, Douglas A. Wilke, Architects & Engineers and Mark Design Studios Architecture, P.C. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with Holzmacher, McLendon & Murrell, P.C., Nassau Suffolk Engineering & Architecture, PLLC, David Swift Architects, LLC, Douglas A. Wilke, Architects & Engineers and Mark Design Studios Architecture, P.C., to provide Engineering Services relative to Architecture, in accordance with the specifications contained in Contract No. PWC22-18, for a two (2) year term, commencing on January 1, 2018 through December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC22-18 with Holzmacher, McLendon & Murrell, P.C., Nassau Suffolk Engineering & Architecture, PLLC, David Swift Architects & Engineers and Mark Design Studios Architecture, P.C., in accordance with the provisions thereunder, for a two (2) year term, commencing on January 1, 2018 through December 31, 2019.

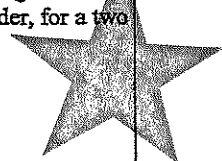
-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Public Works

Reviewed By
Office of Town Attorney



WHEREAS, pursuant to public notice, bids were duly solicited and regularly received for Requirements Contract for Parks Electrical Service Throughout the Town of Oyster Bay, in accordance with the specifications contained in Contract No. PRE 19-194, and said bids were publicly opened and read on April 22, 2019; and

WHEREAS, Richard Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 22, 2019 advised that of the two (2) bids that were submitted, the lowest responsive bid submitted was that of Welsbach Electric Corp. of Long Island, 300 Newtown Road, Plainview, New York 11803, in the weighted amount of \$419,925.30 and

WHEREAS, Commissioner Lenz, by said memorandum recommended that the abovementioned bid of Welsbach Electrical Corp. of Long Island be accepted, and that the contract be effective for 365 calendar days from date of the award, with the Town to have the option for four (4) one (1) year extensions; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation hereinabove set forth is accepted and approved, and the Supervisor or his designee is hereby authorized and directed to sign Contract No. PRE 19-194 with Welsbach Electric Corp. of Long Island, in the weighted amount of \$419,925.30 with an estimated budget amount of \$500,000, in accordance with the provisions herein, 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.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
General Services
Public Works
Parks

Reviewed By
Office of Town Attorney

19
TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

April 22, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
REQUIREMENTS CONTRACT FOR PARKS ELECTRICAL SERVICE
THROUGHOUT THE TOWN OF OYSTER BAY
CONTRACT NO. PRE 19-194

On April 22, 2019, the Division of Purchasing received bids for the subject project. The Division of Engineering reviewed the bids. Welsbach Electric Corp. of Long Island located at 300 Newton Road, Plainview, NY 11803 with Federal I.D. 11-2354251 submitted the lowest responsive bid among the two (2) received in the total weighted amount of \$419,925.30.

The subject contract is to be effective for 365 calendar days from date of award. As per contract specifications upon review of the contract work performed by the contractor, the Town Board shall have the option to either terminate the contract and seek new bids or continue the contract under present terms at no additional cost to the Town of Oyster Bay, for an additional one year extension, up to four (4) years.

We request that Contract No. PRE 19-194 be awarded to Welsbach Electric Corp. of Long Island in the total weighted amount of \$419,925.30 with an estimated budget amount of \$500,000.00.


RICHARD W. LENZ, P.E.

COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/BK/ik
Attachments

cc: Joseph Nocella, Town Attorney (w/7 copies)
Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Joseph G. Pinto, Commissioner/Parks
Kathy Stefanich-DPW Administration

PRE 19-194 Docket Award Electrical

WHEREAS, Resolution No. 852-2017, adopted on December 12, 2017, authorized LiRo Engineers, Inc., to proceed with engineering services in connection with Contract No. DPW17-167, Engineering Services relative to the Design, Bid and Construction Phases for the Expansion of Ellsworth W. Allen Town Park, Town of Oyster Bay, Nassau County, New York; and

WHEREAS, the original scope of the project included construction of all work as a single contract, however, during the design phase, considering the amount of necessary work, and availability of funding, the project was divided into two phases; and

WHEREAS, in connection with Contract No. DPW17-167, Phase 2, (PH2) LiRo Engineers, Inc., by letter dated March 15, 2019, has requested an authorization of phase two engineering services in an amount of \$403,900.00, due to additional design costs to prepare two project construction documents, additional work associated with PSE&G and South Farmingdale Water District coordination and stormwater pollution prevention services; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 19, 2019, requested Town Board authorization for payment to LiRo Engineers, Inc., in an amount not to exceed \$403,900.00, said funds to be drawn from Account No. PKS H 7197 20000 000 1802 001,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and in connection with the ongoing engineering services for Contract No. DPW17-167 PH2, the Comptroller is authorized and directed to make payment to LiRo Engineers, Inc., in an amount not to exceed \$403,900.00, said funds to be drawn from Account No. PKS H 7197 20000 000 1802 001; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment of same, 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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Parks
Public Works

Reviewed By
Office of Town Attorney

20

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 19, 2019

TO : MEMORANDUM DOCKET

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

SUBJECT : AUTHORIZATION OF PHASE 2 ENGINEERING SERVICES
EXPANSION OF ELLSWORTH W. ALLEN TOWN PARK PHASE 2
CONTRACT NO. DP 17-167 PH2
ACCOUNT NO. PKS H 7197 20000 000 1802 001
PROJECT ID NO. 1802PKSA-02

Town Board Resolution No. 852-2017, dated December 12, 2017, authorized LiRo Engineers, Inc., to proceed with Engineering Services relative to the Design, Bid and Construction Phases for Expansion of Ellsworth W. Allen Town Park, Contract No. DP17-167. The original scope of the project included construction of all work as a single contract. Subsequently during the design phase, considering the amount of necessary work, time to complete, and availability of funding, the project was divided into two phases.

Attached is a letter from LiRo Engineers, Inc., dated March 15, 2019 concerning an authorization of phase two engineering services in the amount of \$403,900.00. As explained by the consultant, said authorization of phase two engineering services is due to additional design costs to prepare two project construction documents, additional work associated with PSE&G and South Farmingdale Water District coordination, and construction and stormwater pollution prevention inspection services for a second project.

Funds are available for this purpose in Account No. PKS H 7197 20000 000 1802 001.

It is hereby requested that the Town Board authorize, by resolution, the above-noted authorization of phase two engineering services in the total amount of \$403,900.00, relative to Contract No. DP17-167 PH2.



RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

 RWL/CT/MR/DJH/ik

Attachments

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

DP17-167 PH2 – AUTHORIZATION OF PHASE 2 ENGINEERING SERVICES

Reviewed By
Office of Town Attorney
[Signature]

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

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

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

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

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

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

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Public Works



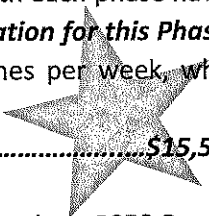
March 15, 2019

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

Subject: Expansion of Ellsworth Allen Park
Request for Phase 2 Engineering Services
CONTRACT DP17-167 PH2

Dear Commissioner Lenz:

As a result of work requested by the Town associated with the above referenced project, as well as additional requirements of Nassau County DPW, Farmingdale Water District, PSE&G and NYSDEC, LiRo respectfully requests authorization of Phase 2 Engineering Services for the Expansion of Ellsworth Allen Park in the amount of ***\$403,900.00***. This authorization will allow us to perform Phase 2 Services identified below:

- (A) **TWO PHASED PROJECT: Change from a Single Design and Construction Project to a Two-Phased Project** - After initiation of LiRo's original design efforts, the Town redirected LiRo to prepare the expansion plans and specifications so that the project could be bid and constructed in ***two (2) distinct phases*** instead of the one phase initially indicated in the scope of work. This re-phasing effort also involved design changes including the addition of Bocci Courts requested by the TOB Parks Department and numerous changes directed by the South Farmingdale Water District. More specifically, the Water District, after review, approval, and permitting of the original design, which allowed the project to tap into a 6" water main at the east end of the site near Stop & Shop with a 2" line, changed this concept. Instead, they now require ***that the existing 6" main at the east end of the site be extended west through the entire site and connected to the 16" water main*** at the west end of the site, and that our 2" line be tapped off the new 6" line closer to our building. This would prevent water from stagnating in our line should the building not be used for a period of time.
The manpower to address this work is 445 hours at a cost of\$78,000
- (B) **SWPPP's: Environmental Services required for SWPPP's Inspection and Report.** The original scope of work and associated cost was based on the project being constructed in one phase of 150 days. However, the Town subsequently decided to separate the project into 2 Phases with each phase having a 150-day construction period. Therefore, we are requesting ***additional compensation for this Phase 2 150-day period***. The SWPPP's inspection and report will require 3 hours 2 times per week, which equates to approximately 40 inspections/reports. (40 insp/rpts x 3 hrs x \$128/hr). 
The manpower associated with this scope of work is 120 hours at a cost of.....\$15,500
- (C) **PSE&G PASS-THROUGH PAYMENT:** In an effort to meet the contractual completion date, PSE&G was required to remove existing poles and provide new transformers necessary to supply energy to the park facilities as well as to the existing treatment facility. ***PSE&G required a payment*** of \$10,000.00 which the Town requested LiRo pay as a ***pass-through cost***.....***\$10,000***



(D) **QUALITY CONTROL TESTING LAB SERVICES:** At the present time, the Town does not have an On-Call Contract for a **testing laboratory**. Therefore, in order to provide Quality Control for the project, i.e., concrete cylinder testing, asphalt testing, etc., LiRo was requested to procure these services for the project.

The estimated cost for these services, which will be provided as a pass-through cost, is..... \$20,000

(E) **CONSTRUCTION INSPECTION/ENGINEERING SUPPORT FOR PHASE 2 CONSTRUCTION PERIOD:** The scope of work when the project was intended to be performed as one phase identified the length of time for construction as 150 days. Then when the project was separated into 2 Phases, each phase had a 150-day construction period. Therefore, we are requesting **compensation for this Phase 2 150-day period**.

The manpower associated with this Phase 2 scope of work is \$280,400
(as calculated below):

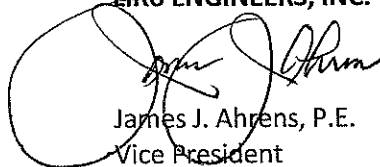
- **Resident Engineer @ 1200 hours at a cost of.....\$210,000**
- **A/E Design Construction Support:**
 - **Civil Engr @ 16 hrs/week x 20 weeks x \$108/hr\$34,560**
 - **MEP Engr @ 4 hrs/week x 20 weeks x \$98/hr\$ 7,840**
 - **PM Design Mgmt @ 8 hrs/week x 20 weeks x \$175/hr\$28,000**

TOTAL PHASE 2 AUTHORIZATION REQUESTED\$403,900.00

In summary and in consideration of the above, LiRo is requesting approval of authorization for Phase 2 Engineering Services in the amount of **\$403,900.00**.

Thank you for your consideration of this request. We look forward to the project's successful completion. Should you have any questions, please contact either Mike Kwaschyn or me at our Syosset Office.

Very truly yours,
LiRo ENGINEERS, INC.



James J. Ahrens, P.E.
Vice President

Cc: D. Haas – TOB; J. Tassone - TOB

WHEREAS, pursuant to public notice, bids were duly and regularly received for Contract No. PRS18-184, Requirements Contract for Certified Safety Surfaces at Various Playgrounds Throughout the Town of Oyster Bay, in accordance with the specifications contained in said Contract, and said bids were publicly opened and read on February 20, 2019; and

WHEREAS, the lowest acceptable bid submitted was that of Playsites Plus Surfaces, Inc., 103 Brightside Avenue, Central Islip, New York 11722, with a bid in the total weighted amount of \$1,479,659.75; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway Department, by memorandum dated April 18, 2019, recommended that the abovementioned bid be accepted, and that the Supervisor, or his designee, be authorized to enter into Contract No. PRS18-184, on behalf of the Town of Oyster Bay, with Playsites Plus Surfaces, Inc., in the total weighted amount of \$1,479,659.75, with an estimated budget amount of \$250,000.00, for a period of three hundred sixty-five (365) days from the date of award, with four (4) one (1) year extension options to be exercised solely at the Town's discretion, at no additional cost,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized and directed to enter into Contract No. PRS18-184, on behalf of the Town of Oyster Bay, with Playsites Plus Services, Inc., in the total weighted amount of \$1,479,659.75, with an estimated budget amount of \$250,000.00, in accordance with the provisions thereunder, for a period of three hundred sixty-five (365) days from the date of award, with four (4) one (1) year extension options to be exercised solely at the Town's discretion, at no additional cost; and be it further

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

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Nay
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Parks
Public Works
General Services

7ms
Reviewed By
Office of Town Attorney

21

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

April 18, 2019

TO: MEMORANDUM DOCKET

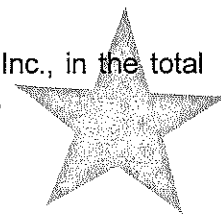
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
REQUIREMENTS CONTRACT FOR CERTIFIED SAFETY SURFACES AT
VARIOUS PLAYGROUNDS THROUGHOUT THE TOWN OF OYSTER BAY
CONTRACT NO. PRS18-184

On February 20, 2019, the Division of Purchasing received bids for the subject project. The Division of Engineering reviewed the bids. Playsites Plus Surfaces Inc., located at 103 Brightside Ave, Central Islip, NY 11722, with Federal I.D. 264254106 submitted the lowest responsive bid among the three (3) received in the total weighted amount of \$1,479,659.75.

The subject contract is to be effective for 365 calendar days from date of award. As per contract specifications upon review of the contract work performed by the contractor, the Town Board shall have the option to either terminate the contract and seek new bids or continue the contract under present terms at no additional cost to the Town of Oyster Bay, for an additional one year extension, up to four (4) years.

We request that Contract No. PRS18-184 be awarded to Playsites Plus Surfaces Inc., in the total weighted amount of \$1,479,659.75 with an estimated budget amount of \$250,000.00.




RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/BK/lk
Attachments

cc: Joseph Nocella, Town Attorney (w/7 copies)
Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Joseph G. Pinto, Commissioner/Parks
Kathy Stefanich-DPW Administration

PRS18-184 Docket Award

WHEREAS, by Town Board Resolution No. 114-2019, adopted on February 12, 2019, H2M Architects & Engineers, 538 Broad Hollow Road, Melville, New York 11747, was approved to provide engineering services in connection with Contract No. DP18-181, Installation of Sidewalk & Lighting at Theodore Roosevelt Elementary School Located in Oyster Bay, New York, in the amount of \$53,226.75; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 18, 2019, stated that the Department of Public Works has approved the plans and specifications and recommended that the Division of Purchasing be authorized and directed to proceed with setting a bid date for Contract No. DP18-181 by contacting Brian Kunzig, Project Manager, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Division of Purchasing is authorized and directed to proceed with the bidding phase for Contract No. DP18-181, and the Division of Purchasing is hereby authorized to proceed with setting a bid date for receiving bids for Contract No. DP18-181.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs
Public Works
General Services

Reviewed By
Office of Town Attorney
Paul J. Nease

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

April 18, 2019

TO: MEMORANDUM DOCKET

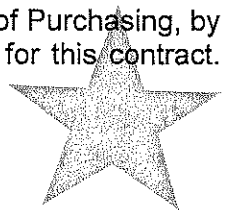
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &
CONSTRUCTION PHASES
INSTALLATION OF SIDEWALK & LIGHTING AT THEODORE ROOSEVELT
ELEMENTARY SCHOOL LOCATED IN OYSTER BAY
CONTRACT NO. DP18-181

Town Board Resolution No. 114-2019 authorized H2M Architects & Engineers to perform engineering services relative to the above-mentioned contract.

The design has been completed, and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 45 days.

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



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

RWL/JCT/MR/BK/IK

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Colin Bell, Deputy Commissioner/IGA
Kathy Stefanich, Administrative Division/DPW

DP18-181 Docket Accept Design H2M Larrabee

WHEREAS, by Resolution No. 854-2017, adopted on December 12, 2017, the Town Board authorized and directed LiRo Engineers, Inc., a LiRo Group Company, 3 Aerial Way Syosset, New York 11791, to perform engineering services in connection with Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering, for a two (2) year term, commencing on January 1, 2018 through December 31, 2019; and

WHEREAS, James J. Ahearns, P.E., Vice President, LiRo Engineers, Inc., by letter dated March 15, 2019, described the scope of work to be performed under Contract No. PWC07-18, in an amount not to exceed \$52,500.00, in connection with providing on-call engineering services related to the design, bid and construction for the replacement of the existing synthetic turf field at the Allen Park site in Farmingdale, including site investigation and survey, meetings with Town representatives to discuss details to be incorporated into the project, preparing detailed plans and specifications for Town review and subsequent bidding, and construction phase inspection services; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 19, 2019, requested Town Board authorization for LiRo Engineers, Inc., to provide the aforesaid on-call engineering services under Contract No. PWC07-18, related to the design, bid and construction for the replacement of the existing synthetic turf field at the Allen Park Site in Farmingdale, including site investigation and survey, meetings with Town representatives to discuss details to be incorporated into the project, preparing detailed plans and specifications for Town review and subsequent bidding, and construction phase inspection services; and

WHEREAS, Commissioner Lenz, by memorandum dated April 19, 2019, requested further that the Comptroller be authorized and directed to issue an encumbrance order in an amount not to exceed \$52,500.00 for this purpose, and advised that funds in the amount of \$52,500.00 to satisfy the cost for said engineering services are available in Account No. PKS H 5197 20000 000 1802 001,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and LiRo Engineers, Inc., is hereby authorized and directed to provide the aforementioned services in connection with Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering, related to the design, bid and construction for the replacement of the existing synthetic turf field at the Allen Park Site in Farmingdale, including site investigation and survey, meetings with Town representatives to discuss details to be incorporated into the project, preparing detailed plans and specifications for Town review and subsequent bidding, and construction phase inspection services; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$52,500.00; and be it further

RESOLVED, That the funds to satisfy the cost for said engineering services shall be drawn from Account No. PKS H 5197 20000 000 1802 00.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

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

April 19, 2019

TO: MEMORANDUM DOCKET

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


SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO CIVIL ENGINEERING
CONTRACT NO. PWC07-18
ACCOUNT NO.: PKS H 7197 20000 000 1802 001
PROJECT ID. 1802PKSA-02

The consultant, LiRo Engineers, Inc. has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC07-18 by Resolution No. 854-2017 for the subject project.

Attached is a letter dated March 15, 2019 from LiRo Engineers, Inc. regarding the scope of work performed in an amount not to exceed \$52,500.00. Services performed include site investigation and survey along with preparation of detailed plans and specifications for subsequent bidding and construction inspection services, for the replacement of the existing synthetic turf field at the existing Ellsworth Allen Park.

Attached is an availability of funds in the amount of \$52,500.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. PKS H 5197 20000 000 1802 001.

It is hereby requested that the Town Board authorize, by Resolution, LiRo Engineers, Inc. under Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.



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

 RWL/JCT/MR/DJH/ik

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, Administrative Division/DPW

PWC07-18 DOCKET LIRO ALLEN PARK TURF REPLACEMENT



LiRo Engineers, Inc.

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

March 15, 2019

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

Subject: PWC 07-18
On-Call Consultant Services relative to Civil Engineering
Expansion of Allen Park Replacement of Existing Synthetic Turf Field

Dear Commissioner Lenz:


As requested by the Town, LiRo is pleased to provide this cost proposal in the amount of **\$52,500.00** for work to be performed under our *On-Call Consultant Services relative to Civil Engineering*. These services are for engineering design, bid and construction for the Replacement of the Existing Synthetic Turf Field at the Allen Park site in Farmingdale.

More specifically these services include site investigation and survey, meetings with Town representatives to discuss details to be incorporated into the project, preparation of detailed plans and specifications for Town review and subsequent bidding, and construction phase inspection services.

Manpower associated with these services is 300 hours at a cost of\$52,500.00

We sincerely appreciate the opportunity to provide these services to the Town. Should you have any questions or concerns regarding this cost proposal, please contact me at 516-250-5018. Thank you.

Very truly yours,
LIRO ENGINEERS, INC.



James J. Ahrens, P.E.
Vice President

CC: J. Tassone – TOB Deputy Commissioner

Construction Managers • Engineers • Architects



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



Requesting Division/Department

Parks

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

Contract Number PWC 07-18

Contract Period January 1, 2018 through December 31, 2019

Consultant/Contractor LiRo Engineers, Inc.

Discipline Civil Engineering

Total Authorization \$ 395,766.37

Resolution No. 854-2017 Date 12/12/2017

Funded To Date \$ 343,266.37

Amount Requested \$52,500.00

Account To Be Used PK5-4 7197-20000-000-1802-001 1802 PKSA-02

If Capital Account, State The Related Contract Number: DP18-173

Description Of Work

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

Funds are required for for engineering design, bid and construction for the

replacement of the existing synthetic turf field at the Ellsworth Allen Park

Work To Be Completed In Contract Period: Yes ☒ No ☐

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$

Requesting Division/Department

DPW Approval

Only To Be Executed By The Commissioner

Signature

Signature

Title Commissioner of Parks

Title Commissioner of Public Works

Date 4/16/19

Date 4/16/19

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 52,500.00

Unencumbered Balance 500,000.00

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

Signature

Date 4/17/19



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 1/1/2018

Contract No. PWC 07-18

Contract End 12/31/2019

Commencement Date _____

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

Vendor Name and Address

LiRo Engineers, Inc.

Three Aerial Way

Syosset, NY 11791

Requesting Town Department Parks

Contact Daniel Haas Phone 677-5883

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

Funds are required for engineering design, bid and construction for the replacement

of the existing synthetic turf field at Ellsworth Allen Park

This work order shall not exceed \$ \$52,500.00

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

Requesting Division/Department

Signature [Signature]

Title Commissioner of Parks

Date 4/16/19

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

Signature [Signature]

Commissioner of Public Works

Date 4/16/19

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

April 15, 2019

TO : JOSEPH PINTO, COMMISSIONER
DEPARTMENT OF PARKS

FROM : JOHN C. TASSONE, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

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

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC07-18
ON-CALL CIVIL ENGINEERING
LIRO ENGINEERS, INC.

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$52,500.00.


Funds are required for engineering design, bid and construction for the Replacement of the Existing Synthetic Turf Field at Ellsworth Allen Park as per the attached letter from LiRo Engineers, Inc. dated March 15, 2019.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$52,500.00 and Resolution No. 854-2017 authorizing LiRo Engineers, Inc. for on-call services.

If you have any questions, please contact Daniel Haas, at extension 5883.



JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS



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

^{ML}
RWL/JCT/MR/DJH/IK

Attachments

C: Matthew Russo, P, E., Division of Engineering
Kathleen Stefanich, Administration/DPW
PWC07-18 LIRO – ALLEN PARK TURF REPLACEMENT

Meeting of December 12, 2017

Resolution No. 854-2017

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated November 27, 2017 and December 4, 2017, advised that on September 27, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to Civil Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC07-18; and

WHEREAS, in response to that Request for Proposals, fifteen (15) responses were timely received by the Department of Public Works, Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memoranda, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., to provide Engineering Services relative to Civil Engineering, in accordance with the specifications contained in Contract No. PWC07-18, for a two (2) year term commencing on January 1, 2018 through December 31, 2019

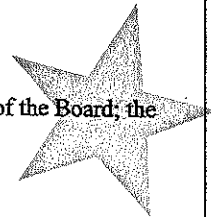
NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-18 with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., in accordance with the provisions thereunder, for a two (2) year term, commencing on January 1, 2018 through and including December 31, 2019.

#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works



Reviewed By
Office of the Town Attorney
1/16/18

WHEREAS, Lockwood, Kessler & Bartlett, Inc., by Resolution No. 514-96 was duly authorized to proceed with engineering services relative to the Construction Phase for the Syosset Landfill Remediation under Contract No. DPW91-560A; and

WHEREAS, Theresa C. Heneveld, P.E., Director of Environmental Engineering, Lockwood, Kessler & Bartlett, Inc., by letter dated April 4, 2019, requested authorization for funding in the amount of \$119,000.00 for services to be performed including gas monitoring, groundwater monitoring, and inspection of the landfill cap and drainage system, reporting to the U.S. Environmental Protection Agency (EPA) as necessary, and oversight of any repairs and improvements necessary on or near the site, as per the EPA Consent Decree No. CV-90-4183; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated April 19, 2019, requested Town Board authorization for the continuation of engineering services in the amount of \$119,000.00 relative to the Syosset Landfill Remediation, Contract No. DPW91-560A; and

WHEREAS, funds are available in Account No. HWY H 5197 20000 000 1903 008,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board does hereby authorize the continuation of engineering services as described above by Lockwood, Kessler & Bartlett, Inc. relative to the Syosset Landfill Remediation, under Contract No. DPW91-560A; and be it further

RESOLVED, That the Town Board does hereby approve the authorization of the sum not to exceed \$119,000.00 for purposes of payment to Lockwood, Kessler & Bartlett, Inc., for fees for the services described above; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to pay Lockwood, Kessler & Bartlett, Inc. for the services described above, upon the submission of a duly certified claim, after audit by the Comptroller, with the funds to be drawn from Account No. HWY H 5197 20000 000 1903 008.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

Reviewed By
Office of Town Attorney

24

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 19, 2019

TO : MEMORANDUM DOCKET

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

SUBJECT: CONTINUATION OF ENGINEERING SERVICES
SYOSSET LANDFILL REMEDIATION
CONTRACT NO. DPW91-560A
ACCOUNT NO. HWY H 5197 20000 000 1903 008
PROJECT ID NO. 1903 HWYDB-03

Town Board Resolution No. 514-96 authorized Lockwood, Kessler & Bartlett, Inc. to proceed with Engineering Services relative to the Construction Phase for the above-mentioned contract.

Attached is a letter from Lockwood, Kessler & Bartlett, Inc. dated April 4, 2019, concerning a funding authorization request in the amount of \$119,000.00. As explained by the consultant, services to be performed include gas monitoring, groundwater monitoring, and inspection of the landfill cap and drainage system, reporting to the United States Environmental Protection Agency as necessary, and oversight of any repairs and improvements necessary on or near the site, as per the Town's Consent Decree No. CV-90-4183. The fees described in the attached letter will provide for services performed in the 2019 calendar year.

Funds are available for this purpose in Account No. HWY H 5197 20000 000 1903 008.

It is hereby requested that the Town Board approve, by Resolution, the above-noted authorization for the continuation of engineering services in the amount of \$119,000.00 relative to Syosset Landfill Remediation, Contract No. DPW91-560A, and that the Office the Comptroller issue a new encumbrance for this purpose.


RICHARD W. LENZ, P.E.

COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/SCT/MR/lk

Attachments

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner
Kathy Stefanich, Administrative Division/DPW

DPW91-560A DOCKET 2019 FEES



Lockwood, Kessler & Bartlett, Inc.
One Aerial Way • Syosset, NY 11791
516.938.0600 www.lkbinc.com

April 4, 2019
LKB No. 1024-20

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

Attn: John Tassone, Deputy Commissioner
Division of Engineering

Re: Syosset Landfill Remediation
Contract No. DPW 91-560A

Dear Commissioner Lenz,

In accordance with previous conversations with the Department of Public Works (DPW), Lockwood, Kessler and Bartlett, Inc. (LKB) has prepared this letter to report on the Town's continued obligations required by the Syosset Landfill Consent Decree No. CV-90-4183 with the United States Environmental Protection Agency (USEPA) and to provide a fee estimate for the engineering services necessary to assist the Town in fulfilling these obligations in 2019.

The current USEPA and New York State Department of Environmental Conservation (NYSDEC) approved frequency for performing post-closure closure inspection and monitoring at the site is as follows:

- inspection of the final cover and stormwater drainage systems semi-annually, and after major rainfall events;
- inspection and monitoring of the perimeter and property line passive gas vent wells semi-annually; and
- inspection and monitoring of the on-site and off-site post-closure groundwater monitoring well network once every five quarters so that monitoring will be performed once every season/quarter in a five-year review period.

LKB has been providing the Post-Closure Management services to the Town at the Syosset Landfill under our existing authorization (Town Board Resolution No. 514-96, Contract No. DPW 91-560A). Our records through the end of our March 2019 billing cycle indicate that we have approximately \$23,000 remaining in our prior authorization. This remaining authorization will be utilized to provide services related to the well repair service order recently issued by the Town, as well as finalizing various reporting requirements for 2018.

AN EQUAL OPPORTUNITY EMPLOYER



LKB has estimated our fee to continue to provide post-closure monitoring and inspection services for the remainder of 2019 to meet the USEPA and NYSDEC requirements as identified in the paragraphs below.

The effort for performing the 2019 semi-annual inspection and monitoring events (including after a major rainfall event, if necessary) for the landfill cover system, stormwater drainage system and landfill gas venting system, evaluating data and preparing summary documentation to be \$22,000. The 2019 groundwater monitoring event will be conducted in the second quarter of 2019 (i.e., before June 30, 2019). LKB will perform the sampling work and will continue to use the certified laboratory, data validator and subcontractor (to collect/dispose of purge water) previously authorized by the Town. LKB estimates the fee necessary to complete the 2019 groundwater monitoring program to be \$55,000. Following the completion of these tasks, LKB will prepare the Annual 2019 Summary Report (including Volume 2, Groundwater Monitoring Program report) summarizing the monitoring and maintenance activities performed. LKB estimates the fee for preparing the Annual Summary Report to be \$17,000.

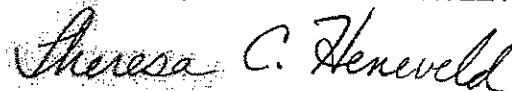
In addition, LKB will continue to assist the Town with other issues related to the Town's obligations under the Consent Decree, review of various USEPA and NYSDEC correspondence and site documentation generated, the review of periodic USEPA oversight bills which the Town is required to pay in accordance with the requirements of the Consent Decree, as well as other ongoing issues related to site uses. LKB estimates the fee to provide services of this nature at \$25,000. It is our understanding, based on discussions with your office, that any more detailed review work by LKB related to the proposed development of the landfill property would be performed under a separate authorization.

In summary, LKB estimates our fee to perform the above-referenced engineering services to be \$119,000. LKB therefore respectfully requests the Town consider an increase to our previous authorization under Town Board Resolution No. 514-96 for Contract No. DPW 91-560A in the amount of \$119,000 to perform the above referenced tasks. LKB will perform this work under our existing agreement for engineering services related to the Syosset Landfill Remediation.

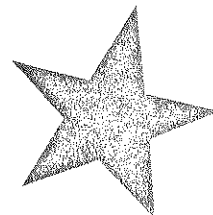
We appreciate the opportunity to serve the Town on this project, and if you require further information please contact me at your earliest convenience.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.



Theresa C. Heneveld, P.E.
Director of Environmental Engineering



Cc: M. Russo, PE - TOBDPW

Lockwood, Kessler & Bartlett, Inc.
One Aerial Way, Syosset, NY 11791
Phone: 516.938.0600 Fax: 516.931.6344

WHEREAS, by Resolution No. 44-2007, adopted January 23, 2007, the Town Board authorized Dvirka & Bartilucci, Consulting Engineers, now operating as D&B Engineers & Architects, P.C., to provide Engineering Services relative to the Stormwater Management Program in the Town of Oyster Bay, in accordance with the specifications contained in Contract No. DPW06-930; and

WHEREAS, Steven A. Fangmann, P.E., President and CEO, D&B Engineers & Architects, P.C., by letter dated March 14, 2019, provided the scope of work to be performed, in an amount not to exceed \$29,000.00, consisting of assisting the Town with: (i) the preparation of the 2019 Annual Report for submittal the New York State Department of Environmental Conservation, (ii) the preparation of a Stormwater Pollution Prevention Plan guidance document, (iii) performing the mandated Outfall Reconnaissance Inventory, (iv) evaluating its facilities for pollution prevention and good housekeeping practices, and (v) providing miscellaneous services relative to stormwater management programs; and

WHEREAS, John C. Tassone, Deputy Commissioner, Department of Public Works, by memorandum dated April 18, 2019, requested that the Town Board authorize D&B Engineers & Architects, P.C. to commence the aforesaid work, and requested that the Town Board direct the Comptroller to issue an encumbrance order in the amount of \$29,000.00 for D&B Engineers & Architects, P.C.; and

WHEREAS, funds are available for this purpose in Account No. HWY H 5197 20000 000 1903 008,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved and the Comptroller is authorized to issue an encumbrance order in the amount of \$29,000.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1903 008 for the hereinabove set forth project, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account HWY H 5197 20000 000 1903 008.

#

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

Reviewed By
Office of Town Attorney

25

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 18, 2019

TO : MEMORANDUM DOCKET

FROM : JOHN C. TASSONE, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT : CONTINUATION OF ENGINEERING SERVICES
STORMWATER MANAGEMENT PROGRAM
CONTRACT NO. DPW06-930
ACCOUNT NO. HWY H 5197 20000 000 1903 008
PROJECT ID NO. 1903 HWYDB-03


Town Board Resolution No. 44-2007 dated January 23, 2007, authorized Dvirka and Bartilucci, Consulting Engineers, now operating as D&B Engineering & Architects, P.C. to proceed with Engineering Services relative to the above-mentioned contract.

Attached is a letter from D&B Engineering & Architects, P.C., dated March 14, 2019 concerning a request for authorization in the amount of \$29,000.00. As explained by the consultant, the following services are to be provided

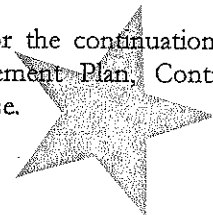
- Assist the Town with the preparation of the 2019 Annual Report for submittal to the New York State Department of Environmental Conservation.
- Assist the Town with the preparation of a Stormwater Pollution Prevention Plan ('SWPPP') guidance document, to supply to developers.
- Assist the Town in performing the mandated Outfall Reconnaissance Inventory, which must include each outfall location, description, condition, flow, photographs, etc.
- Assist the Town in evaluating its facilities for pollution prevention and good housekeeping practices.
- Provide miscellaneous services relative to stormwater management programs.

Funds are available for this purpose in Account No. HWY H 5197 20000 000 1903 008.

It is hereby requested that the Town Board authorize, by resolution, an authorization for the continuation of engineering services in the amount of \$29,000.00 relative to the Stormwater Management Plan, Contract No. DPW06-930, and that the Office of the Comptroller issue an encumbrance for this purpose.



JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS



RWL/MR/lk

Attachments

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway

DPW06-930 D&B DOCKET 2019 FEES



330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

Board of Directors

Steven A. Fangmann, P.E., BCEE
President & Chairman

Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

William D. Merklin, P.E.
Senior Vice President

March 14, 2019

Mr. John Tassone
Deputy Commissioner
Town of Oyster Bay
Department of Public Works
150 Miller Place
Syosset, NY 11791

Attn: Matthew Russo, P.E.
Department of Engineering

Re: Proposal for 2019 Stormwater Management Program Services
MS4 Permit Compliance Activities
DPW-06-930

Dear Mr. Tassone:

D&B Engineers and Architects, P.C. (D&B) is pleased to provide this proposal to continue assisting the Town in maintaining its mandated compliance with the DEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s). In 2017, DEC administratively extended the current version of the MS4 General Permit (No. GP-0-15-003) in order to maintain continuous coverage during the ongoing Permit renewal process. D&B has been closely monitoring the Permit renewal and provided comments to DEC on the initial Draft MS4 General Permit. Recently, DEC withdrew the Total Maximum Daily Load (TMDL) aspects regulating pathogen discharges and announced that they are working on a revised Draft MS4 General Permit, which is expected to be issued in early spring of 2019. As part of our annual municipal stormwater support for the Town, D&B will monitor DEC's Permit renewal process, review the revised Permits and/or policy statements issued by DEC, and submit technical comments to DEC on behalf of the Town. If DEC issues a new MS4 General Permit this year, D&B can provide a subsequent proposal at that time to address the updated MS4 General Permit provisions and offer selected services aimed at updating the Town's Stormwater Management Program (SWMP) to maintain compliance with evolving DEC requirements.

In the interim, DEC and EPA are continuing to implement their municipal audit/inspection programs and enforce compliance with the mandated and implicit requirements of the current MS4 General Permit. While we cannot predict the severity, degree or scheduling of their future enforcement activities, please be aware that the Town is expected to continue implementing its SWMP to meet the specific conditions required for compliance with the MS4 General Permit.

As in previous years, our proposal focuses on the required Annual Report and offers selected services aimed at supporting the Town's SWMP in accordance with other provisions of the current MS4 General Permit. Please note that the Interim Progress Reports, which were submitted in June and December the past few years, are no longer required under the current MS4 General Permit due to the withdrawal of the TMDL. We offer the following selected services based on our familiarity and

"Facing Challenges, Providing Solutions... Since 1965"

Mr. John Tassone
Deputy Commissioner
Town of Oyster Bay
Department of Public Works
March 14, 2019

Page 2

ongoing monitoring of the DEC/EPA MS4 General Permit renewal process, enforcement activities, administrative orders, compliance schedules and our understanding of the Permit provisions upon which DEC appears to be particularly focused:

Task 1: Prepare 2019 SWMP Annual Report for Submittal to DEC

To assist the Town in complying with the annual reporting requirements of the MS4 General Permit, D&B will:

- Review new or revised annual reporting requirements based on new policy statements, guidance memoranda, or forms from federal or state agencies;
- Consult with Town staff in person, via e-mail and/or teleconference to conduct a review of current and anticipated MS4 General Permit requirements; and the Town's comprehensive SWMP activities since March 2018;
- Evaluate comments, if any, from DEC on last year's (2017-2018) SWMP Annual Report as applicable;
- Prepare a Draft SWMP Annual Report on the mandated DEC reporting form for review by the Town;
- Assist the Town in making the Draft SWMP Annual Report available for public review;
- Incorporate comments provided by the Town and/or the public on the Draft SWMP Annual Report as applicable; and
- Prepare the Final SWMP Annual Report for signature and submittal by the Town to DEC by June 1, 2019.

Task 2: Prepare SWPPP Guidance for Applicants

To support the Town's Stormwater Pollution Prevention Plan (SWPPP) review program, D&B will prepare a guidance document for the Town to distribute to applicants for construction activities that would require the preparation of a SWPPP. The purpose of the document will be to summarize and clarify the Town's requirements for a complete and approvable SWPPP. The document will outline the applicability of the State and Town regulations; general SWPPP requirements and attachments; minimum required content for the erosion and sediment control component and post-construction stormwater management practice component; and applicable technical standards. The document will also provide instructions for the Town SWPPP submittal and review process; and the State permitting process.

Mr. John Tassone
Deputy Commissioner
Town of Oyster Bay
Department of Public Works
March 14, 2019

Page 3

Task 3: Conduct Outfall Inspections

Section VII.A.3 of the MS4 General Permit requires the Town to conduct and document dry-weather visual inspections of Town outfalls once every five years, with reasonable progress demonstrated each year. To assist the Town in this ongoing requirement, D&B will conduct dry-weather inspections (screening) of accessible, mapped stormwater outfalls in the Town. D&B will meet in the field with Town staff familiar with the Town's drainage system and conduct the visual screening of 80 Town outfalls, which represents approximately 25% of the total outfalls reflected on existing Town drainage maps. As required, the visual screening will take place only after a minimum of two consecutive days of dry weather. The screening will be aimed at: identifying and characterizing observed dry-weather flow; determining the potential for discharges of stormwater pollutants; and assessing the overall physical condition of the outfall. If an obvious illicit discharge is observed during the inspections, D&B will discuss protocols for follow-up inspections and/or source identification by Town staff. D&B will prepare an appropriate inspection form for each outfall to satisfy the documentation requirement in the MS4 General Permit. Through this work, D&B will assist in providing training to Town representatives for future self-inspection of outfalls.

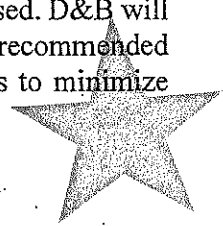
Task 4: Conduct Municipal Facility Stormwater Self-Assessments

Section VII.A.6 of the MS4 General Permit requires the Town to conduct and document stormwater self-assessments of Town facilities and operations once every three years. D&B originally assisted the Town by conducting facility stormwater inspections with Town staff in 2013. To address this important ongoing requirement of the Town SWMP, D&B will meet with Town staff to conduct subsequent stormwater pollution assessments of Town facilities and operations. It is proposed that 15 facilities be identified by the Town for assessment in 2019, which could include Highway, Central Vehicle Maintenance and Park facilities.

The self-assessment will begin with a brief introduction covering the requirements of the MS4 General Permit, an overview of the assessment process and the necessary documentation procedures. A visual inspection will then be conducted where operations are observed and potential stormwater quality impacts are identified and discussed. General best management practices that can be used to reduce the potential impact of operations on stormwater pollution will also be identified and discussed. D&B will provide documentation summarizing the findings of the stormwater self-assessment and recommended best management practices that could be implemented at the assessed Town facilities to minimize stormwater pollution.

Task 5: Miscellaneous Town-Requested Stormwater Permit Compliance Services

At the Town's request, D&B will undertake other stormwater permit compliance services beyond the scope of the above tasks. The purpose of this task is for the Town to be prepared to respond to relatively minor, unforeseen issues associated with the overall management and monitoring of the SWMP. Such



Mr. John Tassone
Deputy Commissioner
Town of Oyster Bay
Department of Public Works
March 14, 2019

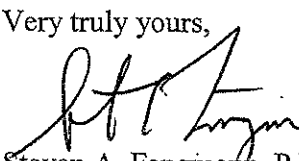
unforeseen issues could include, but are not necessarily limited to, responding to DEC or EPA documentation requests; coordinating, scheduling and/or attending a meeting with DEC or EPA; supplementing other activities represented in this proposal; or assessment or inspection of a specific storm sewer system issue. These tasks will be addressed on a case by case basis in coordination with the Town. The advantage of this additional task is to be able to address relatively minor, unforeseen issues in a timely fashion without the need for change orders or other contract modifications.

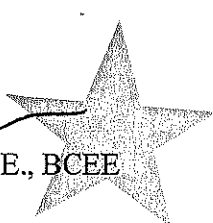
COST

In order to accomplish this work, we propose to invoice for our work on time and expenses actually incurred in accordance with our engineering service contract referenced above, for a not-to-exceed fee structure as summarized in the table below:

Deliverable		Not-to-Exceed	Accepted
Task 1	2019 SWMP Annual Report	\$4,000	<input type="checkbox"/>
Task 2	SWPPP Guidance for Applicants	\$2,000	<input type="checkbox"/>
Task 3	Outfall Inspections (approx. 80)	\$8,000	<input type="checkbox"/>
Task 4	Municipal Facility Stormwater Self-Assessments (15)	\$10,000	<input type="checkbox"/>
Task 5	Miscellaneous Services	\$5,000	<input type="checkbox"/>
Total		\$29,000	

We have appreciated the opportunity to assist the Town with stormwater management in the past and look forward to continuing those efforts. If there are any questions, please do not hesitate to call Meredith Byers at (516) 364-9890 extension 3035.

Very truly yours,

Steven A. Fangmann, P.E., BCEE
President and CEO



SAF/Est/kap
cc: S. Chakraborti (TOB)
P. Sachs (D&B)
M. Byers (D&B)
♦PX9946\SAF031419JT-Ltr MS4

000207

RESOLUTION NO. 44-2007

Meeting of January 23, 2007

WHEREAS, in connection with Contract No. DPW 06-930, Engineering Services for the Town of Oyster Bay Stormwater Management Plan, James M. Byrne, P.E., Commissioner of the Department of Public Works, and Michael Kwaschyn, P.E., Superintendent of Engineering, Department of Public Works, by memoranda dated January 2, 2007 and January 8, 2007, request and recommend that Sidney B. Bowne & Son, LLP, Consulting Engineers be authorized and directed, nunc pro tunc from June 1, 2006, to provide engineering services in an amount not to exceed \$61,100.00 drawn from Account Nos. H0162.2012 (\$13,562.14), H0164.2012 (\$10,247.38), H0166.2009 (\$31,980.97) and A8090.4510 (\$5,309.51), and that Dvirka & Bartilucci, Consulting Engineers be authorized and directed, nunc pro tunc from June 1, 2006, to provide engineering services, in an amount not to exceed \$50,000.00, drawn from Account Nos. H0166.2009 (\$39,200.00) and A8090.4510 (\$10,800.00), both amounts being for the fourth program year; and

WHEREAS, Sidney B. Bowne & Son, LLP, Consulting Engineers and Dvirka & Bartilucci, Consulting Engineers, have executed open-ended service agreements with the Town under which the services will be provided, except as amended by Sidney B. Bowne & Son, LLP, Consulting Engineers and Dvirka and Bartilucci, Consulting Engineers, in their respective letters of October 4, 2006 and December 18, 2006, as follows:

All fees for design, bid and construction phases of the project are based on a direct salary rate, times benefits, times multiplier, not to exceed maximum billing of \$125.00. Billing rates for this project therefore supersede the rates included in our existing general service agreement with the Town of Oyster Bay.

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendations are hereby accepted and approved, and in connection with Contract No. DPW 06-930, Sidney B. Bowne & Son, LLP, Consulting Engineers, and Dvirka and Bartilucci, Consulting Engineers, are hereby authorized and directed to provide engineering services in the respective amounts of \$61,000.00 and \$50,000.00, for the fourth program year, nunc pro tunc from June 1, 2006; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the above respective Consultant Agreements with the Town, as amended, 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 Delligatti	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilwoman Walker	Aye
Councilwoman Faughnan	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
DPW

WHEREAS, Thomas J. Rini, Equipment Show Chairman, American Public Works Association, New York Metropolitan Chapter, Long Island Branch, by letter dated February 5, 2019, requested to hold said Association's annual Equipment, Products and Services Exposition at the Town of Oyster Bay Public Works facility located at 150 Miller Place, Syosset, New York, on May 22, 2019, and requested use of a portion of the Town of Oyster Bay Public Works facility from May 21, 2019 to May 23, 2019; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works by memorandum dated April 16, 2019, advised that the Department of Public Works has no objection to allowing the American Public Works Association, New York Metropolitan Chapter, Long Island Branch, to hold its annual equipment and products show at the Public Works facility located at 150 Miller Place, Syosset, New York, from May 21, 2019 through May 23, 2019 and requested Town Board authorization; and

WHEREAS, this Town Board deems this event to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the American Public Works Association, New York Metropolitan Chapter, Long Island Branch, is hereby authorized to hold its annual equipment and products show at the Public Works facility at 150 Miller Place, Syosset, New York on May 22, 2019, and shall have use of a portion of the facility from May 21, 2019 through May 23, 2019, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and in the conduct of the aforesaid activities; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating that said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year, and naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity; and it is further

RESOLVED, That the Supervisor or his designee is hereby authorized and directed to sign the attached license agreement.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

Reviewed By
Office of Town Attorney
[Signature]

LICENSE AGREEMENT

DATED: April _____, 2019

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and APWA New York Chapter, a local chapter of the American Public Works Association, a 501(c)3 not-for-profit, professional association of public works agencies, private companies, and individuals, whose national headquarters is located at 1200 Main Street, Suite 1400, Kansas City, MO 64105-2100, hereinafter referred to as "APWA".

WITNESSETH:

WHEREAS, the TOWN is the owner of certain premises located at 150 Miller Place, Syosset, known as Department of Public Works facility, garage and highway yard, ("DPW Facility"); and

WHEREAS, APWA New York Chapter, a local chapter of the American Public Works Association, a 501(c)3 not-for-profit, professional association of public works agencies, private companies, and individuals dedicated to promoting professional excellence and public awareness through education, advocacy and the exchange of knowledge, and as part of its mission hosts an equipment and product show, hereinafter referred to as the "Truck Show," to better educate and familiarize those in the industry with the latest equipment and technology;

WHEREAS, the TOWN has hosted the APWA's annual Truck Show at the DPW Facility for many years at no cost to the Town, and APWA has asked the TOWN to once again host their 2019 Truck Show at the DPW Facility on May 22, 2019 at no cost to the TOWN,

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual covenants and agreements hereinafter contained, agree as follows:

1. The TOWN hereby grants permission to APWA to use the DPW Facility as designated and approved by the Commissioner of the Department of Public Works or his designee, from May 21, 2019 through and including May 23, 2019, pursuant to this Agreement between the TOWN and APWA;

2. APWA shall, prior to initially utilizing the aforesaid premises, procure, maintain and furnish to the TOWN, evidence of liability and property damage insurance policies, in a form acceptable to the TOWN, naming the TOWN as an additional insured, fully covering the legal liability of said TOWN, as owner, in the face amounts of not less than \$1,000,000.00 for all damages arising out of bodily injury or death per occurrence/\$2,000,000.00 in the aggregate, \$100,000.00 for damage to the property, together with an excess or umbrella liability policy with a coverage limit of \$1,000,000.00. APWA will maintain the coverage limits mandated by the TOWN for the duration of its use of the aforesaid TOWN premises.

3. It is understood and agreed that the license herein granted for the temporary use and occupancy of the designated portion of said premises, does not and shall not in any way be construed to evidence a transfer of any interest in real property between the parties hereto.

4. APWA 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 and nature, whether direct or indirect, arising out of the use of the land hereunder, or the carelessness, negligence or improper conduct or alleged carelessness, negligence or improper conduct of APWA and/or its subcontractors, agents, or employees, which responsibility shall not be limited to the insurance coverage herein provided for.

5. APWA shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state or municipal government, and of any and all their departments and bureaus, applicable to said land, for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said premises during said term.

6. It is understood and agreed that if APWA is in default in the performance of any of the covenants contained in this License Agreement, or if APWA shall fail to comply with any of the statutes, ordinances, rules, order, regulations and requirements of any federal, state, municipal or other government, or any of their departments applicable to said land, the TOWN may, at its option, at any time thereafter, terminate this agreement by giving to APWA five (5) days notice in writing of such termination. Thereafter, this agreement shall expire and come to an end, and the TOWN shall have its remedies for any damages as a consequence thereof.

7. The permission of the TOWN granting the use of the portion of the designated premises for the designated purpose hereunder is made only to APWA, and may not, without the express consent of the Town Board of the TOWN, be transferred or assigned to any other organization, firm or person.

8. Either party hereto, at any time hereafter, and for any reason whatever, may cancel and terminate this License Agreement by giving thirty (30) days notice in writing to the other, and if this License Agreement be so terminated, APWA shall forthwith remove itself from the designated premises.

9. It is understood and agreed that this Agreement embodies the entire understanding of the parties, and may not be extended or modified, except in writing, subscribed by both parties hereto.


IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

TOWN OF OYSTER BAY

By: _____

REVIEWED:

APWA New York Chapter

Elizabeth A. Laughan
Deputy Town Attorney


Title: _____

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

On this day of , 2019, before me personally came and appeared , to me known, who being by me duly sworn, did depose and say that he is the Supervisor of the Town of Oyster Bay, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

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

On this day of , 2019, before me personally came
to me known, who being duly sworn, did depose and say that he/she resides at
 that he/she is the of APWA New York Chapter, and
has authority to sign on behalf of said organization described in and which executed the
foregoing instrument, and that she/he signed her/his name thereto by like order.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2019

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

Hays Companies
1200 Main Street, Suite #2310

Kansas City MO 64105

INSURED

American Public Works Association
1200 Main Street
Suite 1400

Kansas City MO 64105

CONTACT

NAME

PHONE

(816) 474-3535

FAX

(816) 842-5795

E-MAIL

lrobb@hayscompanies.com

ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Philadelphia Indemnity Ins Co

18058

INSURER B: Travelers Indemnity Company

25658

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: GL/AL/WC/UL 5 18/19

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1843511	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Employee Benefits \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1843511	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		PHUB636226	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB 0001327216	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

RE: APWA New York Metro Chapter Equipment and Product Show May 21-23, 2019 at the Town of Oyster Bay Dept of Public Works, 150 Miller Pl, Syosset, NY 11791

Certificate Holder is included as additional insured when required by written contract.

CERTIFICATE HOLDER

Town of Oyster Bay
54 Audrey Ave
Oyster Bay, NY 11791

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

James Hays/LROBB

ACORD 25 (2014/01)
INS025 (2014/01)

Reviewed By
Office of Town Attorney

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE


It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments - Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments - Bail Bonds	\$5,000	5
Supplementary Payment - Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement - Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured - Newly Acquired Time Period	Amended	6
Additional Insured - Medical Directors and Administrators	Included	7
Additional Insured - Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured - Broadened Named Insured	Included	7
Additional Insured - Funding Source	Included	7
Additional Insured - Home Care Providers	Included	7
Additional Insured - Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured - Lessor of Leased Equipment	Included	7
Additional Insured - Grantor of Permits	Included	8
Additional Insured - Vendor	Included	8
Additional Insured - Franchisor	Included	9
Additional Insured - When Required by Contract	Included	9
Additional Insured - Owners, Lessees, or Contractors	Included	9
Additional Insured - State or Political Subdivisions	Included	10

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Office of Town Attorney


Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2, Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"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.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2, Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2, Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 38 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.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2, Exclusions, Paragraph J. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2, Exclusions; is deleted in its entirety and replaced by the following:

Exclusions c. through n; do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

- b. SECTION III – LIMITS OF INSURANCE, Paragraph 6, is deleted in its entirety and replaced by the following:

Subject to Paragraph 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" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. SECTION V – DEFINITIONS, Paragraph 9, a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

§

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you, or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

a. \$1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V - DEFINITIONS is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments -- Limit Increased to \$20,000, Extended Reporting Period

if COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of SECTION III - LIMITS OF INSURANCE to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident. However, no claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice our rights.

H. Athletic Activities

SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions; Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees," "managers," directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person;

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you 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; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – 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 is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

- i. **Vendors** – 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:

(1) The insurance afforded the vendor does not apply to:

(a) "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;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when 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;

(e) 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;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) 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
 - (h) "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:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) 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.
- (2) 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,
- j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.
 - k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.
 - l. Owners, Lessees or Contractors – Any person or organization, 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 when required by a contract.
- 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:
- (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.

m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. **Duties in the Event of Occurrence, Claim or Suit**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. **Unintentional Failure To Disclose Hazards**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6: Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss; provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3, is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS, Paragraph 14.b**, is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS, Paragraph 14**, is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;

- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 16, 2019

TO : MEMORANDUM DOCKET

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

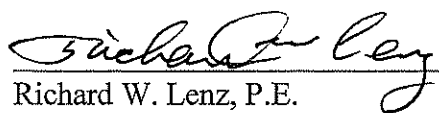
SUBJECT : AMERICAN PUBLIC WORKS ASSOCIATION - NEW YORK CHAPTER
LONG ISLAND BRANCH – ANNUAL EQUIPMENT AND PRODUCTS
SHOW

The Long Island Branch of the New York Chapter of the American Public Works Association will host the chapter's annual equipment and products show. Attached, please find a letter dated February 5, 2019 from Tom Rini, Equipment Show Chairman for the APWA, requesting use of the Department of Public Works Highway Yard in Syosset on May 22, 2019.

The American Public Works Association brings together the combined knowledge and experience of its members so that they can be utilized to improve the quality of technical service provided to the public. This show is typically the largest of its kind in the Long Island area. It is expected that approximately twenty five (25) vendors will attend this equipment and products show.

Attached for your records is a copy of the Certificate of Liability Insurance from the American Public Works Association as well as a Hold Harmless Agreement from the Town.

It is therefore requested that the American Public Works Association, New York Metro Chapter, Long Island Branch, be permitted to use the DPW Highway Yard from May 21, 2019 to May 23, 2019 in order to host the 2019 APWA New York Metro Chapter Equipment Show.


Richard W. Lenz, P.E.
Commissioner of DPW

RWL/sb

c: Town Attorney Original and 7 copies
Robert Spinelli, Automotive Shop Supervisor II



New York Metropolitan Chapter

newyorkmetro.apwa.net

STEPHEN MUNNO
Secretary
ph 845-359-6500
SMUNNO@orangenetown.com

LOUIS M. DIDOMENICO
Chapter Administrator
ph 910-285-0931
LMDDPW@aol.com

February 5, 2019

2019 EXECUTIVE BOARD

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KEVIN CONKLIN
VILLAGE OF EAST ROCKAWAY

Vice President
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TOWN OF CORTLANDT

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Southeastern NY Branch
JOSEPH MORAN, PE
PETER SCILIANO

Chapter Delegate
DOMINICK LONGOBARDI

Advisory Council
Chairman
JAMES MAXWEL, CSM, PWLF, CEM

Council Members/Past Presidents
THOMAS MCALEER - 2017
STEPHEN MUNNO - 2016
THOMAS J. RINI - 2015
LOUIS MARTIRANO, CPII - 2014
DOMINICK LONGOBARDI - 2013
ANDREW M. CONNORS, PE - 2012
JOHN SCHERER - 2011
ROCCO V. CIRCOSTA - 2010
DAVID O'BRIEN - 2009
VINCENZO TAMBURRO - 2008
DAVID O'BRIEN - 2007
MICHAEL J. SADOWSKI - 2006
JOHN SCHERER - 2005
KENNETH KRAFT - 2004
LOUIS DIDOMENICO - 2003
RONALD C. DELO, PE - 2002
HARRY L. WEED - 2001
BENEDICT A. SALANITRO, PE - 2000
ROBERT J. MANGAN, PE - 1999
ROCCO V. CIRCOSTA - 1998
JOSEPH G. PECORA, PE - 1997
JAMES J. DEAN - 1996
LAWRENCE F. DUNN - 1995
ANDREW M. CONNORS, PE - 1994
PETER J. WOODCOCK - 1992
CHARLES H. VEZZETTI - 1990
DAVID R. LOVEJOY, PE - 1989
EDWARD K. DAVIES, PE - 1982
FELIX G. ANDREWS - 1978

Honorable Joseph S. Saladino, Supervisor
Town of Oyster Bay
Town Hall
54 Audrey Avenue
Oyster Bay, New York 11771

Re: 2019 APWA Equipment Show- Request for the Use of the Public Works Facility, 150 Miller Place, Syosset, New York

Dear Supervisor Saladino:

The Long Island Branch of the New York Metropolitan Chapter of the American Public Works Association (APWA) is currently in the planning stages for the 2019 Equipment, Products and Services Exposition to be held on Wednesday, May 22, 2019, during National Public Works Week.

In the past, the Town of Oyster Bay has supported our organization, and this endeavor, by graciously hosting this event at the Town of Oyster Bay, Public Works Facility located at 150 Miller Place, Syosset, New York 11791.

On behalf of the Long Island Branch and the New York Metropolitan Chapter of APWA, I am hereby, respectfully requesting your assistance and approval to, once again, permit our organization the use of your facility. If this request meets with your approval, we would certainly appreciate and welcome your attendance at our opening ceremony on May 22nd.

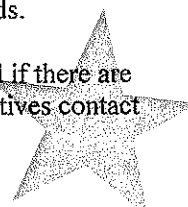
If this request meets with your approval, I will forward a certificate of insurance from APWA naming the Town of Oyster Bay as additional insureds.

Thank you for your attention and consideration to this request, and if there are any questions or concerns, please feel free to have your representatives contact me at (516) 924-1409.

Sincerely yours,

Thomas J. Rini
Superintendent of Public Works – Village of Mineola
Equipment Show Chairman, APWA – New York Metropolitan Chapter

cc: Richard Lenz, P.E., Commissioner, Department of Public Works



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

This Agreement is made this 5th day of MARCH 2019, by APWA-NEW YORK METROPOLITAN CHAPTER (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as TOWN OF OYSTER BAY

DRW FACILITY

150 MILLER PLACE

SYOSSET NEW YORK 11791

for the event described as 2019 APWA-NEW YORK METROPOLITAN CHAPTER EQUIPMENT SHOW

The property/equipment is needed from TUESDAY, MAY 21, 2019 to THURSDAY, MAY 23, 2019.

The event for which the property and/or equipment is requested ☒ is ☐ is not a profit making 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 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 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 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

APWA-NEW YORK METROPOLITAN CHAPTER

Address of Organization

351 Stewart Avenue

GARDEN CITY, NEW YORK 11530

By:

James J. Quinn
Authorized Representative

Title: Equipment Show Chairman

Telephone Number: 516-924-1409

s:\attorney\1001\hold harmless for use town property equip.docx

Reviewed By
Office of Town Attorney

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2019

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 Hays Companies 1200 Main Street, Suite #2310 Kansas City MO 64105		CONTACT NAME: PHONE: (816) 474-3535 FAX: (816) 642-5795 E-MAIL: lrobb@hayscompanies.com ADDRESS:
INSURED American Public Works Association 1200 Main Street Suite 1400 Kansas City MO 64105		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co 18058 INSURER B: Travelers Indemnity Company 25658 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: GL/AL/WC/UL 5 18/19

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	PHPK1843511	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1843511	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUE636226	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	UB 0001327216	7/1/2018	7/1/2019	<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)

RE: APWA New York Metro Chapter Equipment and Product Show May 21-23, 2019 at the Town of Oyster Bay Dept of Public Works, 150 Miller Pl, Syosset, NY 11791

Certificate Holder is included as additional insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay
54 Audrey Ave
Oyster Bay, NY 11791

Reviewed By
Office of Town Attorney

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

James Hays/LROBB

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ACORD 25 (2014/01)
INS025 (201401)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE


It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the limits of insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments -- Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments -- Bail Bonds	\$5,000	5
Supplementary Payment -- Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement -- Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured -- Newly Acquired Time Period	Amended	6
Additional Insured -- Medical Directors and Administrators	Included	7
Additional Insured -- Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured -- Broadened Named Insured	Included	7
Additional Insured -- Funding Source	Included	7
Additional Insured -- Home Care Providers	Included	7
Additional Insured -- Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured -- Lessor of Leased Equipment	Included	7
Additional Insured -- Grantor of Permits	Included	8
Additional Insured -- Vendor	Included	8
Additional Insured -- Franchisor	Included	9
Additional Insured -- When Required by Contract	Included	9
Additional Insured -- Owners, Lessees, or Contractors	Included	9
Additional Insured -- State or Political Subdivisions	Included	10

Page 1 of 12

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Reviewed By
Office of Town Attorney



Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury - Includes Mental Anguish	Included	11
Personal and Advertising Injury - Includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a, is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"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.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

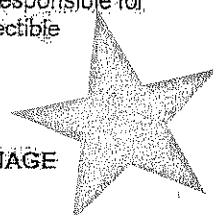
SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 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.

D. Damage to Property You Own, Rent or Occupy

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE



LIABILITY, Subsection 2. Exclusions, Paragraph j, Damage to Property. Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You:

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions**, is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6**, is deleted in its entirety and replaced by the following:

Subject to Paragraph 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" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.**, is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner.

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1, Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this Insurance does not apply.

2. Paragraph 2, Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V - DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

IF **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b)** is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident. However, no claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice our rights.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

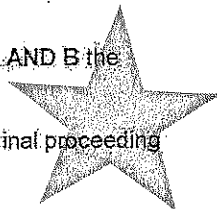
SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 - b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
1. d. is deleted in its entirety and replaced by the following:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.



The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you 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; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – 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 is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance;

- i. **Vendors** – 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:

(1) The insurance afforded the vendor does not apply to:

- (a) "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;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when 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;
- (e) 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;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) 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
- (h) "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:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) 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.
- (2) 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.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (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.

m. **State or Political Subdivisions**—Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2, is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6, Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3, is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

IF COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS, Paragraph 14.b** is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS, Paragraph 14** is amended by adding the following:

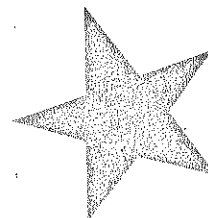
Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:

- (1) Any insured; or
- (2) Any executive officer, director, stockholder, partner or member of the insured;

- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



WHEREAS, by Resolution No. 640-2017, adopted on October 3, 2017, the Town Board awarded Contract No. HRR17-154 Requirements Contract for Road Restoration At Various Locations Throughout The Town Of Oyster Bay to Metro Paving, LLC; and

WHEREAS, Resolution No. 809-2018, adopted on December 11, 2018, within the Capital Budget for the calendar year 2019, designated funds for Highway Department Capital Projects; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated April 19, 2019, requested that the Town Board approve an increase in authorization in the amount of \$10,000,000 for Contract No. HRR17-154 Requirements Contract for Road Restoration for the 2nd half of the two (2) year period, specifically, October 3, 2018 through and including October 2, 2019, in an effort to address resident requests for road paving at various locations within the Town,

NOW, THEREFORE BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved, and the Town Board hereby approves and authorizes an increase in authorization in the amount of \$10,000,000 for Contract No. HRR17-154 Requirements Contract for Road Restoration for the 2nd half of the two (2) year period, specifically, October 3, 2018 through and including October 2, 2019.

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

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

April 19, 2019

TO: MEMORANDUM DOCKET


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

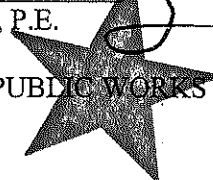
SUBJECT: REQUIREMENTS CONTRACT FOR ROAD RESTORATION
AT VARIOUS LOCATIONS THROUGHOUT THE
TOWN OF OYSTER BAY
CONTRACT NUMBER HRR17-154

The above subject contract was awarded by Resolution 640-2017, October 3, 2017 to Metro Paving, LLC to perform Road Restoration Requirements throughout the Town of Oyster Bay.

In addition the Town Board adopted Resolution No. 809-2018 within the Capital Budget for the calendar year 2019. That Capital Budget designated funds for Highway Department Capital Projects.

It is hereby requested the Town Board approve an increase in authorization in the amount of \$10,000,000.00 for Road Restoration Requirements, contract number HRR17-154 for the second half of the 2-year period (10/3/18 - 10/2/19).


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



RWL/lb

C: Town Attorney (7 copies)
John Bishop, Deputy Commissioner/HWY
Comptroller's Office
Grace Santamaria
HRR17-154

WHEREAS, Anthony Ventiera, Event Chairman, The Chamber of Commerce of the Massapequas, Inc. ("the Chamber"), 675 Broadway, Massapequa, New York 11758-2372, by letter dated January 16, 2019, requested the closure and utilization of Broadway in Massapequa between Clark Avenue, Veterans Boulevard and Sunrise Highway (under the train trestle), and the closure of Lot M-6 in Massapequa, from 6:00 a.m. to 8 p.m on Sunday, June 2, 2019, with a rain date of June 9, 2019, for the annual Community Street Festival; and

WHEREAS, the Chamber has also requested the use of eighty-five (85) recycling pails, eighty-five (85) complete barricades, one (1) street sweeper, one hundred (100) "No Parking" signs, and the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public, Chapter 82-3, of the Code of the Town of Oyster Bay, for its annual Community Street Festival; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Highways, by memorandum dated April 15, 2019, informed the Board that the Department of Highways has no objection to the aforesaid road and parking lot closures from 6:00 a.m. to 8:00 p.m. on June 2, 2019, or on the rain date of June 9, 2019, and that the Department of Highways can readily supply the requested eighty-five (85) recycling pails, eighty-five (85) complete barricades, one (1) street sweeper, one hundred (100) "No Parking" signs; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby approved, and the Department of Highways is hereby authorized to close Broadway in Massapequa between Clark Avenue, Veterans Boulevard and Sunrise Highway (under the train trestle), and Lot M-6 in Massapequa, from 6:00 a.m. to 8 p.m on Sunday, June 2, 2019, or on the rain date of June 9, 2019, for the Chamber of Commerce of the Massapequas' Community Street Festival; and it is further

RESOLVED, That the Department of Highways is authorized and directed to provide the Chamber with the requested eighty-five (85) recycling pails, eighty-five (85) complete barricades, one (1) street sweeper, one hundred (100) "No Parking" signs; and it is further

RESOLVED, that the requirements of Code of the Town of Oyster Bay, Chapter 82-3, "Alcoholic Beverages Prohibitions" are waived for the duration of the Chamber's Community Street Festival; and it is further

RESOLVED that the foregoing is subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly designated representative; and

Reviewed By
Office of Town Attorney

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in conduct of the aforesaid activity; and

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year, and naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity.

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway

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TOWN OF OYSTER BAY

Inter-Departmental Memo

April 15, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: THE CHAMBER OF COMMERCE OF THE MASSAPEQUAS, INC.
ANNUAL COMMUNITY STREET FESTIVAL
TO BE HELD JUNE 2, 2019 (RAIN DATE: JUNE 9, 2019)

Enclosed please find letter from Anthony Ventiera, Event Chairman, requesting our assistance on behalf of the Chamber of Commerce of the Massapequas, Inc. in conducting their Annual Community Street Festival on Sunday, June 2, 2019 with a rain date of June 9, 2019.

The Highway Department has no objection to the Chamber of Commerce of the Massapequas, Inc. conducting their Annual Community Street Festival being held on Broadway between Clark Avenue, Veterans Boulevard, and Sunrise Highway (under the train trestle) and in Lot M6 in Massapequa.

For this event the Highway Department can readily supply Eighty Five (85) complete barricades and eighty-five (85) yellow recycling pails, One Hundred (100) No Parking signs, and (1) street sweeper as requested.

The Parks Department will be providing various equipment for the event as well.

The organization is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay Town Code) on Sunday, June 2, 2019 and also on the rain date of Sunday, June 9, 2019.

Also attached is the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this event. Therefore, Town Board approval is requested.




JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz

c: Town Attorney (7) copies
Doug Robalino, General Foreman
Steve Kelly, Sign Bureau

Parks Department
Public Safety Dept.
Richard Lenz, Commissioner of DPW



The Chamber of Commerce of the Massapequas, Inc.

675 Broadway, Massapequa, NY 11758-2318

Phone: (516) 541-1443

Website: www.MassapequaChamber.org E-mail: masscoc@aol.com & on Facebook

Officers 2018-2019

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Jamie Bogenschutz
YES Comm Counsel Ctr

First Vice President
Susan M. Martin*
Susan M. Martin, CPA, PC

Second Vice President
Lucrezia Falacara
ARF Services Inc.

Third Vice President
Karen Gawrych
Mary Kay Representative

Treasurer
Robin Hepworth
Robin Joy Photography

Recording Secretary
Phyllis Doria*
Avon-Ind. Sales Rep

General Counsel
The Law Office of
Joanne M. Hawthorne

Board of Directors
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Nappa Realty

Carol Leff
Law Firm of Richard A. Leff

Patricia Orzano *
P.R.O. Consultants

Stephen Parmiter
Morgan Stanley

Salvatore Polito
Exit Realty Gateway

Howard Ritzer
South Bay's Neighbor

Linda Rowse
First National Bank of LI

Gary Slavin *
MassMutual

Anthony C. Ventiera*
Tony V. Productions

Keith Wilson
Exit Realty Gateway

Robert Zabbia
AllState/Zabbia Agency

January 16, 2019

Town Supervisor Joseph Saladino
54 Audrey Ave.
Oyster Bay, NY 11771

RE: Massapequa Chamber of Commerce Community Street Fair

Dear Supervisor Saladino,

On behalf of the Massapequa Chamber of Commerce, we are respectfully requesting permission to hold our annual Community Street Festival. We ask that you please approve the following date and location for our 2019 event:

Sunday, June 2, 2019 from 11:00 AM – 6:30 PM
Broadway in Massapequa from Veterans Blvd. to Clark Ave.
(Rain date: Sunday, June 9, 2019)

We respectfully ask that you please provide confirmation of this date, time, and location as soon as possible.

Our equipment requests and other necessities are listed on the next page.

Please feel free to call our office at (516) 541 – 1443 with any questions. Your assistance and support are deeply appreciated. We thank you very much for your cooperation.

Sincerely,

Anthony Ventiera
Event Chairman, Massapequa Chamber of Commerce

cc: Mr. Ron Scaglia, Office of the Town Supervisor

Honorary Members

Joseph Saladino
Supervisor, T.O.B.

Lucille Iconis
Superintendent of Schools
Massapequa

Dr. Edward Salina
Superintendent of Schools
Plainedge

Onofrio "Pete" Gisonda*
Past Executive Director

Chaplain
Fr Anthony Heinlein

Office Staff

Shelley Mordowitz
Office Manager



The Chamber of Commerce of the Massapequas, Inc.

675 Broadway, Massapequa, NY 11758-2318.

Phone: (516) 541-1443

Website: www.MassapequaChamber.org E-mail: masscoc@aol.com & on Facebook

2019 Massapequa Community Street Fair Requests

Street Closures:

- Please close Broadway in Massapequa (between Clark Ave. and Veterans Blvd.) beginning at 6:00 a.m.
- Please close all sidewalks on the east and west sides of Broadway up to Ohio Avenue beginning at 6:00 a.m.
- Please close Parking Lot M6 beginning at 6:00 AM.

Waivers Needed:

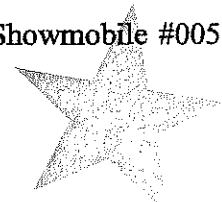
- Please waive the **Open Container Law** (for both the anticipated date and the rain date.) We would appreciate if you would please *include the written waiver at the same time as the Resolution / Confirmation Letter is issued.*

Town Equipment:

- 2 Large Showmobiles with PA System (*At Veterans Blvd., we request Showmobile #005 which has the trellis needed to display our sponsor banners.)
- 1 Roll-Off Container
- 85 Recyclable Pails
- 175 Chairs
- 85 Barricades
- 1 Street Sweeper
- 8 Hand-Held Radios
- 100 "No Parking" Signs

Banner Permission:

Please allow the display of one promotional banner across Broadway.





The Chamber of Commerce of the Massapequas, Inc.

675 Broadway, Massapequa, NY 11758-2372

Phone: (516) 541-1443

Website: www.MassapequaChamber.org E-mail: masscoc@aol.com & on Facebook

Officers 2018-2019

President

Jamie Bogenschutz
YES Comm Counsel Ctr

First Vice President

Susan M. Martin*
Susan M. Martin, CPA, PC

Second Vice President

Lucrezia Falacara
ARF Services Inc.

Third Vice President

Karen Gawrych
Mary Kay Representative

Treasurer

Robin Hepworth
Robin Joy Photography

Recording Secretary

Phyllis Doria*
Avon-Ind. Sales Rep

General Counsel

The Law Office of
Joanne M. Hawthorne

Board of Directors

Robert R. Barrett *
Nappa Realty

Carol Leff

Law Firm of Richard A. Leff

Greg Massimi

TLC Home Health Care

Patricia Orzano *

P.R.O. Consultants

Stephen Parmiter

Morgan Stanley

Salvatore Polito

Exit Realty Gateway

Howard Ritzer

South Bay's Neighbor

Linda Rowse

First National Bank of LI

Gary Slavin *

MassMutual

Anthony C. Ventiera*

Tony V. Productions

Keith Wilson

Exit Realty Gateway

Robert Zabbia

AllState/Zabbia Agency

April 8, 2019

Re: Massapequa Chamber of Commerce Street Fair
"NO PARKING" Signs

To Whom It May Concern:

The Massapequa Chamber of Commerce has requested 100 (one hundred) NO PARKING signs to display throughout Broadway in Massapequa for our upcoming Street Fair. This request is being processed through the Town of Oyster Bay.

The signs are typically printed on white cardstock paper and read "NO PARKING" with the event name and date. This year's sign should read:

NO PARKING **Massapequa Chamber** **of Commerce Street Fair** **Sunday, June 2, 2019**

As long as the event name and date are included in the signage, the Town of Oyster Bay can feel free to edit and/or add their own logo.

Please feel free to call (516) 541 – 1443 with any additional questions.
Thank you very much for your assistance with this matter.

Sincerely,

Jamie E. Bogenschutz, LCSW
Massapequa Chamber of Commerce, President

cc: Kim Zervos, Town of Oyster Bay

Honorary Members

Joseph Saladino
Supervisor, T.O.B.

Lucille Iconis

Superintendent of Schools
Massapequa

Dr. Edward Salina

Superintendent of Schools
Plainedge

Onofrio "Pete" Gisonda*

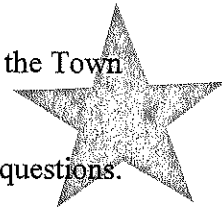
Past Executive Director

Chaplain

Fr Anthony Heinlein

Office Staff

Shelley Mordowitz
Office Manager





CERTIFICATE OF LIABILITY INSURANCE

01/23/19

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 ADEQUATELY, 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.

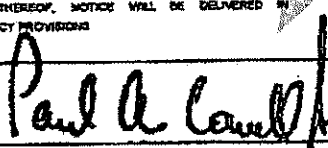
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL UNEXCLUDED provisions or be endorsed. If AUTOMOBILE IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

PRODUCER HUBBINETTE-COWELL ASSOC INC 1003 Park Blvd, #3 Massapequa Park, NY 11762-2777	CONTACT PHONE (516)795-1330 FAX (516)795-5101 E-MAIL info@hubbinette-cowell.com ADDRESS
INSURED CHAMBER OF COMMERCE OF THE MASSAPEQUAS, INC. 675 BROADWAY MASSAPEQUA, NY 11758-2372	INSURER A SENTINEL INSURANCE CO. LTD 15580 INSURER B INSURER C INSURER D INSURER E INSURER F

TRADES		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.																			
LINE	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS														
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> COMBINE-MADE <input checked="" type="checkbox"/> OCCUR OWNERS AUTOMOBILE LIABILITY (LIMIT APPLIED FOR) <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	Y	12SBAUL1261	11/04/18 11/04/19	<table><tr><td>PERFORMANCE</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED</td><td>1,000,000</td></tr><tr><td>PREMIUMS (25% maximum)</td><td></td></tr><tr><td>REDUCED (Maximum)</td><td>10,000</td></tr><tr><td>PERSONAL & AUTO RISK</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMPOUND AGG</td><td>2,000,000</td></tr></table>	PERFORMANCE	1,000,000	DAMAGE TO RENTED	1,000,000	PREMIUMS (25% maximum)		REDUCED (Maximum)	10,000	PERSONAL & AUTO RISK	1,000,000	GENERAL AGGREGATE	2,000,000	PRODUCTS - COMPOUND AGG	2,000,000
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REDUCED (Maximum)	10,000																		
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PRODUCTS - COMPOUND AGG	2,000,000																		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYTIME <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOMOBILE <input type="checkbox"/> RENTED <input type="checkbox"/> AUTOMOBILE <input type="checkbox"/> RENTED <input type="checkbox"/> AUTOMOBILE				<table><tr><td>COMBINED SINGLE LIMIT (25% maximum)</td><td>1</td></tr><tr><td>ROCKY MOUNTAIN (25% maximum)</td><td>1</td></tr><tr><td>VEHICLE LIABILITY (25% maximum)</td><td>1</td></tr><tr><td>PROPERTY DAMAGE (25% maximum)</td><td>1</td></tr></table>	COMBINED SINGLE LIMIT (25% maximum)	1	ROCKY MOUNTAIN (25% maximum)	1	VEHICLE LIABILITY (25% maximum)	1	PROPERTY DAMAGE (25% maximum)	1						
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PER STATE	1																		
PER STATE	1																		

DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Policies Schedule may be attached & must appear in duplicate)

SEE ATTACHED.

CERTIFICATE HOLDER TOWN OF OYSTER BAY 54 AUDREY AVENUE 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 228 (1/1/13)

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Reviewed By
Office of Town Attorney



AGENCY CUSTOMER ID

LOC 6

ADDITIONAL REMARKS SCHEDULE

Page 2 2

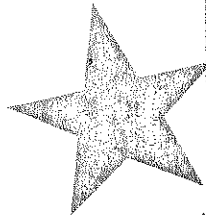
HUBBINETTE-COWELL ASSOC INC		CHAMBER OF COMMERCE OF THE MASSAPEQUAS	
LEBY7807868 06		675 BROADWAY	
SENTINEL INSURANCE COMPANY		15580	MASSAPEQUA, NY 11758-0912
			11/04/18

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER 25 FORM TITLE CERTIFICATE OF LIABILITY INSURANCE

PROOF OF INSURANCE FOR USE OF TOWN EQUIPMENT (2 LARGE SHOWMOBILES; 1 ROLL-OFF CONTAINER; 85 RECYCLABLE PAILS; 175 CHAIRS; 85 BARRICADES; 1 STREET SWEEPER; 8 HAND-HELD RADIOS; AND 100 "NO PARKING SIGNS".) REQUEST FOR STREET CLOSURES BEGINNING AT 6:00 AM (BROADWAY IN MASSAPEQUA BETWEEN VETERANS BLVD. AND CLARK AVENUE; ALL SIDEWALKS ON THE EAST AND WEST SIDES OF BROADWAY UP TO OHIO AVENUE; PARKING LOT M6.) ADDITIONAL REQUESTS INCLUDE PERMISSION TO HANG 1 BANNER ACROSS BROADWAY AND THE WAIVING OF THE OPEN CONTAINER LAW. EVENT TO BE HELD ON JUNE 2, 2019. RAINDATE JUNE 9, 2019. LOCATION: BROADWAY IN MASSAPEQUA BETWEEN VETERANS BLVD. AND CLARK AVENUE. THE TOWN OF OYSTER BAY IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #CG2026.



ACORD/181(2008/01)

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Reviewed By
Office of Town Attorney

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

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

- A. In the performance of your ongoing operations; or**
B. In connection with your premises owned by or rented to you.

For use of Town Equipment on June 2, 2019. Raindate June 9, 2019
Location: Broadway in Massapequa between Veterans Blvd. and Clark Avenue
See attached Certificate of Insurance

Paul A. Connally

Page 1 of 1

Reviewed By
Office of Town Attorney

J. L. M.

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

This Agreement is made this 28 day of January 2019, by Chamber of Commerce of the Massapeguas, Inc. (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Town Equipment: 2 Large Showmobiles; 1 Roll-Off Container; 85 Recyclable Pails; 175 Chairs; 85 Barricades; 1 Street Sweeper; 8 Hand-Held Radios; and 100 "No Parking" Signs. Request for Street Closures beginning at 6:00 AM (Broadway in Massapequa between Veterans Blvd. and Clark Ave.; All Sidewalks on the east and west sides of Broadway up to Ohio Ave; Parking Lot M6.) Additional Requests include Permission to Hang 1 Banner Across Broadway and the Waiving of the Open Container Law.

For the event described as Massapequa Chamber Community Street Festival
The property/equipment is need from Sunday, June 3, 2019 to Rain Date: Sunday, June 9, 2019
The event for which the property and/or equipment is requested (☒) is (☐) is not a not a profit making TBO 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 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 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 additional insured. All certificated 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:

Chamber of Commerce
of the Massapeguas, Inc

Address of Organization:

675 Broadway
Massapequa NY 11758

By: Anthony Ventiera

Authorized Representative

Anthony Ventiera,

Title: Event Chairman

Telephone Number: (516) 541-1443

Reviewed By
Office of Town Attorney

[Signature]

DATE: 4/15/19
TO: HIGHWAY OPERATIONS
SUBJECT: Massapequa CC Annual Street Fair (Rain Date 6/9/19)

PLEASE DELIVER TO:
Broadway in Massapequa
From Veterans Blvd to Clark Ave
Massapequa

CONTACT: Shelly Mordowitz
516-541-1443

DATE OF EVENT: 6/2/19

CARD STOCK SIGNS: 100

BARRICADES: 85

CONES:

SHORT PAILS: 85

PORTABLE LIGHTS:

STREET SWEEPER: 1

PACKER:

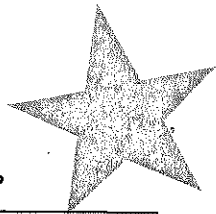
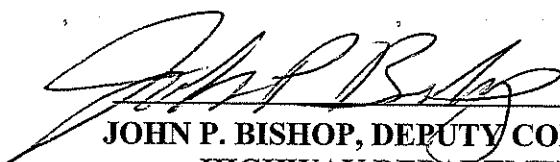
DELIVER ON: 5/31/19

PICKUP ON: 6/3/19

SWEEPING BEFORE AFFAIR IS NEEDED:	<u>XX</u>	
	YES	NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Jack Grandine, Area Foreman 007
Area Foreman, 019
Jeff VanNostrand
Public Safety Division

Dan Kornfeld
Peter Brown, General Foreman 003

WHEREAS, the Department of Intergovernmental Affairs issued a Request for Proposals ("RFP") on April 12, 2019, seeking quotes for the LWDB's Professional and General Liability Insurance Policies, in accordance with the Town's procurement policy. The RFP was posted on the Town website and mailed to seven insurance brokers. Salerno Brokerage Corp. advised the Department of Intergovernmental Affairs that it had provided the RFP to five insurance carriers and that only General Insurance Company of America would provide a quote as a renewal option. The other four carriers either declined to offer coverage or could not offer a competitive quote; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 30, 2019, requested Town Board authorization to renew Professional and General Liability Insurance for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board ("LWDB"), with the General Insurance Company of America, through Salerno Brokerage Corp., 117 Oak Drive, Syosset, New York 11791, in the respective amounts of \$3,583.00 and \$19,854.00, for a total amount of \$23,437.00, for the period from May 1, 2019 through May 1, 2020; and

WHEREAS, this is a Workforce Investment Act/Workforce Innovation and Opportunity Act expense, and therefore is of no cost to the Town; and

WHEREAS, The Town Attorney's has determined that an adequate attempt was made to obtain proposals in compliance with Guideline 7 of the Town's procurement policy; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and accepted, and the Department of Intergovernmental Affairs is hereby authorized to renew the abovementioned Professional and General Liability Insurance policies, for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board ("LWDB"), for the period from May 1, 2019 through May 1, 2020, in the respective amounts of \$3,420.00 and \$18,925.00, in the total amount of \$23,437.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same to Salerno Brokerage Corp., upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That funds in the amount of \$23,437.00 are to be drawn from Account No. IGA CD 6293 43000 000 CW18 for said payments.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

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

8

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO


TO: MEMORANDUM DOCKET

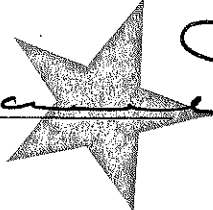
FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: APRIL 22, 2019

SUBJECT: LOCAL WORKFORCE DEVELOPMENT BOARD
PROFESSIONAL AND GENERAL LIABILITY INSURANCE

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of May 7, 2019. Details will follow by supplemental memorandum.


Frank V. Sammartano
Commissioner



cc: Town Attorney w/7 copies

19

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: APRIL 30, 2019

SUBJECT: SUPPLEMENTAL MEMORANDUM TO MD 4/23/19, ITEM # 8
LOCAL WORKFORCE DEVELOPMENT BOARD
PROFESSIONAL AND GENERAL LIABILITY INSURANCE

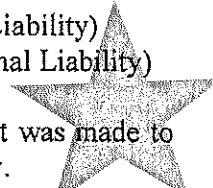
The Department of Intergovernmental Affairs, Division of Employment and Training (DET) wishes to retain Professional and General Liability Insurance for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board in connection with DET's administration of a federally funded Workforce Development Program.

On April 12, 2019 the DET issued a Request for Proposals ("RFP") seeking quotes for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board's Professional & General Liability Insurance Policies, in accordance with the requirements of the Town's procurement policy. Requests were sent to seven (7) insurance brokers, to obtain quotes/proposals from insurance carriers. This RFP was also posted on the Town's website.

Salerno Brokerage Corp. was the only insurance brokerage to submit a quotation in response to this RFP. Salerno Brokerage Corp. advised DET that it had forwarded the Town's Request for Proposals to five (5) insurance carriers, four (4) of which either declined to offer coverage or could not offer a competitive quote. Salerno Brokerage Corp. further advised that the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board's current insurance carrier, General Insurance Company of America, provided a renewal option in its quotation for the requested coverage at the following rates:

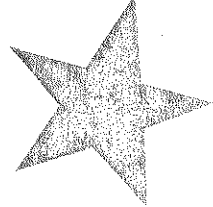
General Insurance Company of America	\$ 19,854.00 (General Liability)
	\$ 3,583.00 (Professional Liability)

The Office of the Town Attorney has determined that an adequate attempt was made to obtain proposals in compliance with Guideline 7 of the Town's procurement policy.



The renewal quotation received was reviewed and evaluated by DET. Based on compliance with Guidelines 6 and 9 of the Town's procurement policy, it is recommended that General Insurance Company of America, through Salerno Brokerage Corp., be selected, at the renewal premium of \$19,854.00 (General Liability) and \$3,583.00 (Professional Liability), nunc pro tunc for the period of May 1, 2019 to May 1, 2020, with funds to be drawn from Account No. IGA CD 6293 43000 000 CW18.


Frank V. Sammartano
Commissioner



cc: Town Attorney w/7 copies



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901
www.salernoins.com

April 26, 2019

Mr. John Sarcone
Oyster Bay North Hempstead Glen Cove Workforce Development Board
977 Hicksville Road
Massapequa, NY 11755

RE: Policy Type: General Liability & Professional Liability
Policy Term: 5/1/2019 to 5/1/2020

Dear John,

As we are nearing the renewal for your insurance policies, we sought to obtain adequate coverage at satisfactory premiums. Due to the nature of your business, the market was once again rather limited.

We approached the following three carriers on your behalf:

- 1) **General Insurance Company of America** – Quoted a premium of \$19,854 for the General Liability portion and \$3,583 for the Professional liability portion. (A copy of the quotation is attached for your review.)
- 2) **Capitol Specialty** – Advised that they could not quote as they are not currently writing admitted business in New York.
- 3) **Markel** – Declined as the risk was not within their current appetite guidelines.
- 4) **Nautilus** – Advised the exposure is beyond the current appetite.
- 5) **USLI** – declined as cannot write on an admitted basis and would not be able to match existing policy's terms and conditions.

Briefly, the policies are outlined as follows:

Named Insured: Oyster Bay North Hempstead Glen Cove Workforce Development Board

GENERAL LIABILITY

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$1,000,000
Medical Expense Limit	\$ 20,000
Sexual Abuse/Molestation	\$1,000,000

Exclusions: Employment Related Practices
Known Injury or Damage
Pollution



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901
www.salernoins.com

Page Two

PROFESSIONAL LIABILITY

Aggregate	\$2,000,000
Each Professional Incident	\$1,000,000

Exclusions: Pollution
 Medical Doctors
 Abuse and Sexual Misconduct Liability

Premiums:

The General Liability Premium is: \$19,854. (The expiring policy was \$18,925.)

The Professional Liability Premium is: \$3,583. (The expiring policy was \$3,420)

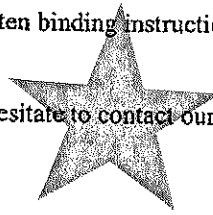
We trust that you are pleased with the renewal quotations and request written binding instructions before April 26, 2019.

Thank you for the opportunity to be of service. As always, please do not hesitate to contact our office with any questions.

Very truly yours,

Maryann K. Aiello

Enc.



DATE		QUOTATION		NIF NUMBER	
04/03/19		VALID FOR 30 DAYS OR EXPIRATION OF POLICY		TA0799-1	
NAME & MAILING ADDRESS OF APPLICANT		NIF Group, Inc.			
OYSTER BAY-NORTH HEMPSTEAD-		30 Park Avenue			
GLEN COVE WORKFORCE DEVELOP BD		Manhasset, NY 11030			
977 HICKSVILLE ROAD		(516) 365-7440			
MASSAPEQUA, NY 11758		UNDERWRITER: ELIZABETH WERNER			
BROKER		EXPIRING INSURANCE COMPANY			
SALERNO BRK CORP/TOWNS & VILL		AMERICAN STATES INS CO [SS]			
RISK MGMT /HEALTH &		EXPIRING POLICY NUMBER			
117 OAK DRIVE		24CC312041-50			
SYOSSET, NY 11791-4625		EXPIRATION DATE			
maicello@salernoins.com		05/01/19			
		RENEWAL INSURANCE COMPANY			
		AMERICAN STATES INS CO [SS]			
		CODE			
		P6			
SOCIAL SERVICES PROGRAM					
COMMERCIAL GENERAL LIABILITY					
SIMPLIFIED OCCURRENCE FORM					
GENERAL AGGREGATE		\$2,000,000		EACH OCCURRENCE LIMIT	
PRODUCTS/COMPLETED OPS AGG.		\$1,000,000		FIRE DAMAGE LIMIT	
PERSONAL & ADV INJURY		\$1,000,000		MEDICAL EXPENSE LIMIT	
				\$20,000	
PER PROGRAM GUIDELINES INSURED MUST ACCEPT BOTH CGL & PROFESSIONAL LIABILITY QUOTES THROUGH CARRIER IN ORDER TO BIND.					
EXCLUSIONS					
ABUSE OR MOLESTATION		CG 0067 VIOLATION OF INFO STATUTES		EMPLOYMENT RELATED PRACTICES	
NUCLEAR ENERGY		ASBESTOS		WAR	
KNOWN INJURY OR DAMAGE		CG2155 TOT POLL W/ HOSTILE FIR		CG 2116 DESIG. PROFESSIONAL	
CG0068 RECORDING/DISTRIBUTION					
ADDITIONAL ENDORSEMENTS & CONDITIONS					
LANDLORD ADDITIONAL INSUREDS		ADDITIONAL INSURED DESIGNATIONS		EMPLOYEES/VOLUNTEERS	
EMPLOYEE BENEFITS LIABILITY		CG 2621 TRANSFER OF DUTIES		CG 2624 SUIT AGAINST US	
CG7635 LIAB PLUS ENDT		IL0057 NY NONPROFIT INSURPLUS			
ADDITIONAL COMMENTS					
PROFESSIONAL LIABILITY IS AFFORDED VIA A SEPARATE QUOTE AND POLICY.					
PROGRAM GUIDELINES REQUIRE THAT INSURED ACCEPTS BOTH CGL AND PROFESSIONAL LIABILITY QUOTES THROUGH LIBERTY/GENERAL INS. IN ORDER TO BIND.					
**TERMS AND CONDITIONS ARE AS EXPIRING.					
NAMED INSURED:					
OYSTER BAY - NORTH HEMPSTEAD - GLEN COVE WORKFORCE DEVELOPMENT BOARD					
NOTICE OF TERRORISM INSURANCE COVERAGE ENDORSEMENT					
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT					
CERT ACTS OF TERRORISM ON GL \$409.00					
ABUSE OR MOLESTATION EXCLUSION - FORM CG 2146					
ABUSE OR MOLESTATION COVERAGE BUYBACK LIMIT \$1,000,000/\$2,000,000- FORM CG8680					
EMPLOYEE BENEFITS LIABILITY \$1,000,000/\$2,000,000					
*POLICYHOLDER AGREES TO ACCEPT AN ELECTRONIC POLICY AND OTHER RELATED					

QUOTATION

NF NUMBER

TA0799-1

OYSTER BAY-NORTH HEMPSTEAD-

DOCUMENTS ISSUED BY LIBERTY; POLICYHOLDER MAY REQUEST A WRITTEN POLICY."

We are accepting the quote and would like the premiums to be billed as:
Please check one option:

☐ Direct Bill to the Insured ☐ Agency Billed

PREMIUM \$19,854.00

DEPOSIT REQ \$6,618.00
BROKER COMM 15.000 %

ORDER CONFIRMATION

Please bind/renew the captioned contract for our office as indicated above. We guarantee to pay any earned premium should this risk be cancelled.

Deposit premium of \$_____ is enclosed.

Date: _____ Broker: _____

DATE		QUOTATION		NIF NUMBER	
04/03/19		VALID FOR 30 DAYS OR EXPIRATION OF POLICY		TA0805-1	
NAME & MAILING ADDRESS OF APPLICANT		NIF Group, Inc.			
OYSTER BAY - NORTH HEMPSTEAD -		30 Park Avenue			
GLEN COVE WORKFORCE DEVELOP BD		Manhasset, NY 11030			
977 HICKSVILLE ROAD		(516) 365-7440			
MASSAPEQUA, NY 11758		UNDERWRITER: ELIZABETH WERNER			
BROKER		EXPIRING INSURANCE COMPANY			
SALERNO BRK CORP/TOWNS & VILL		GENERAL INS CO OF AMERICA [SS]			
RISK MGMT /HEALTH &		EXPIRING POLICY NUMBER			
117 OAK DRIVE		LP7768822S			
SYOSSET, NY 11791-4625		EXPIRATION DATE			
maiello@salernoins.com		05/01/19			
		RENEWAL INSURANCE COMPANY			
		GENERAL INS CO OF AMERICA [SS]			
		CODE			
		8G			
SOCIAL SERVICES PROGRAM					
COVERAGES					
PROFESSIONAL LIABILITY POLICY					
LIMITS					
\$1,000,000 EACH PROFESSIONAL INCIDENT					
\$2,000,000 AGGREGATE					
TERMS AND CONDITIONS					
EXCLUSIONS: POLLUTION, MEDICAL DOCTORS, SEXUAL MISCONDUCT LIABILITY					
SM6161 NY INSURPLUS PRO ENDORSEMENT WILL ATTACH (AS EXPIRING)					
ADDITIONAL COMMENTS					
PROFESSIONAL LIABILITY QUOTE MUST BE ACCEPTED ALONG WITH THE GENERAL					
LIABILITY THROUGH LIBERTY/SAFECO IN ORDER TO BIND.					
NAMED INSURED:					
OYSTER BAY - NORTH HEMPSTEAD - GLEN COVE WORKFORCE DEVELOPMENT BOARD					
POLICYHOLDER AGREES TO ACCEPT AN ELECTRONIC POLICY AND OTHER RELATED					
DOCUMENTS ISSUED BY LIBERTY; POLICYHOLDER MAY REQUEST A WRITTEN POLICY.					
We are accepting the quote and would like the premiums to be billed as:					
Please check one option:					
<input type="checkbox"/> Direct Bill to the Insured <input type="checkbox"/> Agency Billed					
PREMIUM \$3,583.00					
DEPOSIT REQ \$1,194.00					
BROKER COMM 15.000 %					
ORDER CONFIRMATION					
Please bind/renew the captioned contract for our office as indicated above. We guarantee to pay any earned premium should this risk be cancelled.					
Deposit premium of \$_____ is enclosed.					
Date: _____ Broker: _____					

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

TO : Colin Bell, Deputy Commissioner,
Department of Intergovernmental Affairs

FROM : Office of the Town Attorney

DATE : April 30, 2019

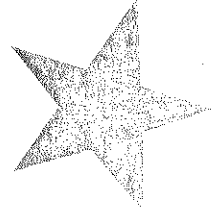
SUBJECT: Procurement of Professional/General Liability Insurance
Local Workforce Development Board

In response to your memorandum of April 29, 2019, with respect to the above referenced matter, based upon the efforts you made to obtain proposals, including posting on the Town's website, and the number of requests mailed and distributed, it is the opinion of this office that you are in compliance with the Town's Procurement Policy.

JOSEPH NOCELLA
TOWN ATTORNEY

Thomas M. Sabellico

Thomas M. Sabellico
Special Counsel



TMS/nb
cc: Brian Noone, Inspector General

Town of Oyster Bay
Inter-Departmental Memo

TO: FRANK SAMMARTANO
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS

FROM: OFFICE OF THE TOWN ATTORNEY

DATE: May 1, 2019

SUBJECT: Waiver of procurement requirements
Professional and General Liability Insurance for the Oyster Bay-Glen Cove-North
Hempstead Local Workforce Development Board

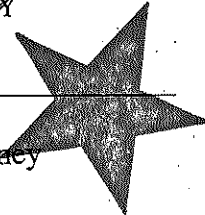
The Office of the Town Attorney has reviewed your memorandum dated April 30, 2019, together with the information regarding your Department's efforts to obtain the required number of proposals for the Professional and General Liability Insurance for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board.

In accordance with Guideline 7 of the Town's Procurement Policy, this memorandum shall serve as our office's determination that the Department of intergovernmental Affairs has complied with the Procurement Policy.

JOSEPH NOCELLA
TOWN ATTORNEY



Paul S. Ehrlich
Deputy Town Attorney



Reviewed By
Office of Town Attorney

WHEREAS, the Town of Oyster Bay's Department of Intragovernmental Affairs, Division of Employment and Training, administers a federally funded Workforce Development Program designed to provide job search assistance, vocational training opportunities and employment related counseling services for residents of the Town of Oyster Bay, Town of North Hempstead and the City of Glen Cove; and

WHEREAS, the Division of Employment and Training wishes to engage in a partnership with SCORE LI, where office space at the Town's Workforce Development Office, located at 977 Hicksville Road, Massapequa, would be made available to SCORE LI in exchange for the provision of small business start-up and entrepreneurial mentoring and counseling services conducted by SCORE LI for the participants in the Workforce Development Program, which proposed partnership would allow for an increase in offerings through the Town's Workforce Development Program at no monetary contribution from the Town; and

WHEREAS, the proposed partnership between the Division of Employment and Training and SCORE LI is contingent upon the execution of the attached License Agreement between the Town of Oyster Bay and SCORE LI; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intragovernmental Affairs, by memorandum dated April 29, 2019, requested that the Town Board authorize the Town to enter into a License Agreement with SCORE LI, and further authorize the Supervisor and/or his designee to execute said agreement,

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted and approved, and the Town Board authorizes the Supervisor and/or his designee to execute a License Agreement with SCORE LI, and Licensee shall have the use of office space at the Town's Workforce Development Office located at 977 Hicksville Road, Massapequa.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

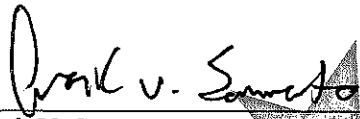
TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

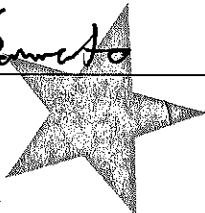
DATE: APRIL 22, 2019

SUBJECT: SCORE LI: LICENSE AGREEMENT

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of May 7, 2019. Details will follow by supplemental memorandum.



Frank V. Sammartano
Commissioner

By Colin Bell 

cc: Town Attorney w/7 copies

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS


DATE: APRIL 29, 2019

SUBJECT: SUPPLEMENTAL MEMORANDUM TO MD 4/23/19, ITEM # 11
SCORE LI: LICENSE AGREEMENT

The Town of Oyster Bay's, Department of Intergovernmental Affairs, Division of Employment and Training administers a federally funded Workforce Development Program designed to provide job search assistance, vocational training opportunities and employment related counseling services for residents of the Town of Oyster Bay, Town of North Hempstead and the City of Glen Cove. The Division of Employment and Training wishes to engage in a partnership with SCORE LI; where office space at the Town's Workforce Development Office located at 977 Hicksville Road, Massapequa, would be made available to SCORE LI in exchange for the provision of small business start-up and entrepreneurial mentoring and counseling services conducted by SCORE LI for the participants in the Workforce Development Program. This proposed partnership would allow for an increase in offerings through the Town's Workforce Development Program at no monetary contribution from the Town.

SCORE Association is a nonprofit organization with 11,000 volunteers and business experts more than 2,000 offices in communities across America, and is a resource partner with the U.S. Small Business Administration. SCORE LI, the Long Island chapter of the SCORE Association, provides small business mentoring and training services to the community, and currently provides such services at 15 public and private facilities throughout Long Island.

The proposed partnership between the Division of Employment and Training and SCORE LI is contingent upon the execution of a License Agreement between the Town of Oyster Bay and SCORE LI. Therefore, it is respectfully requested that the Town Board authorize the Town to enter into a License Agreement as negotiated and attached and further authorize the Supervisor and/or his designee to execute said agreement.


Frank V. Sammartano
Commissioner

cc: Town Attorney w/7 copies

LICENSE AGREEMENT

DATED: June , 2019

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and SCORE Long Island, a non-profit association, having a principal place of business at 350 Motor Parkway, Room 109, Hauppauge, New York 11788, hereinafter referred to as "SCORE LI".

WITNESSETH:

WHEREAS, the TOWN is the owner of certain premises located on 977 Hicksville Road, Massapequa, New York, known as the Town Hall South; and

WHEREAS, SCORE Association is a nonprofit association with 11,000 volunteers and business experts more than 300 offices in communities across America, and is a resource partner with the U.S. Small Business Administration. SCORE LI, the Long Island chapter of the SCORE Association, provides small business mentoring and training services to the community, and currently provides such services at 15 public and private facilities throughout Long Island;

WHEREAS, the TOWN and SCORE LI have entered into an Agreement whereby SCORE LI will conduct mentoring sessions for Town residents who want to start a business, and for small businesses that need assistance. The volunteer mentors will conduct face to face meetings at no charge to Town residents.

Reviewed By
Office of Town Attorney

E. Faughnan

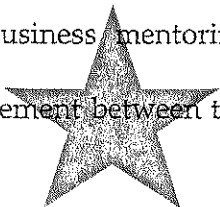
WHEREAS, in order to provide these services, SCORE LI has requested that the TOWN grant to it permission to temporarily one room with tables and chairs at Town Hall South. This space will be used one or two days per week between 10 am and 2 pm. in connection with the aforesaid mentoring services and Agreement,

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual covenants and agreements hereinafter contained, agree as follows:

1. The TOWN hereby grants permission to SCORE LI to use a room at Town Hall South, designated by the Department of Intergovernmental Affairs, containing tables and chairs, as needed, on one or two days per week, between 10 am and 2 pm, for mentoring sessions for Town residents who want to start a business, and/or small businesses that need mentoring assistance, pursuant to the Agreement between the TOWN and SCORE LI;

2. Said permission, as set forth in paragraph "1", shall be for the period from June 1, 2019 and terminating on May 31, 2021, with a mutual option to renew this license for subsequent two year terms as evidenced by additional Town Board approval.

3. SCORE LI shall use the assigned space for business mentoring activities pursuant to and in accordance with the terms of the Agreement between the TOWN and SCORE LI.



Reviewed By
Office of Town Attorney
E. Faughnan

4. SCORE LI shall, prior to initially utilizing the aforesaid premises, procure, maintain and furnish to the TOWN, evidence of liability and property damage insurance policies, in a form acceptable to the TOWN, naming the TOWN as an additional insured, fully covering the legal liability of said TOWN, as owner, in the face amounts of not less than \$1,000,000.00 for all damages arising out of bodily injury or death per occurrence/\$2,000,000.00 in the aggregate, \$100,000.00 for damage to the property, together with an excess or umbrella liability policy with a coverage limit of \$1,000,000.00. SCORE LI will maintain the coverage limits mandated by the TOWN for the duration of its use of the aforesaid TOWN premises.

5. It is understood and agreed that the license herein granted for the temporary use and occupancy of the designated portion of said premises, does not and shall not in any way be construed to evidence a transfer of any interest in real property between the parties hereto.

6. SCORE LI 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 and nature, whether direct or indirect, arising out of the use of the land hereunder, or the carelessness, negligence or improper conduct or alleged carelessness, negligence or improper conduct of SCORE LI and/or its subcontractors, agents, or employees, which responsibility shall not be limited to the insurance coverage herein provided for.

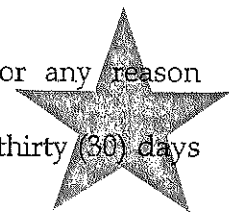
Reviewed By
Office of Town Attorney
E. Paughan

7. SCORE LI shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state or municipal government, and of any and all their departments and bureaus, applicable to said land, for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said premises during said term.

8. It is understood and agreed that if SCORE LI is in default in the performance of any of the covenants contained in this License Agreement, or if SCORE LI shall fail to comply with any of the statutes, ordinances, rules, order, regulations and requirements of any federal, state, municipal or other government, or any of their departments applicable to said land, the TOWN may, at its option, at any time thereafter, terminate this agreement by giving to SCORE LI five (5) days notice in writing of such termination. Thereafter, this agreement shall expire and come to an end, and the TOWN shall have its remedies for any damages as a consequence thereof.

9. The permission of the TOWN granting the use of the portion of the designated premises for the designated purpose hereunder is made only to SCORE LI, and may not, without the express consent of the Town Board of the TOWN, be transferred or assigned to any other organization, firm or person.

10. Either party hereto, at any time hereafter, and for any reason whatever, may cancel and terminate this License Agreement by giving thirty (30) days



Reviewed By
Office of Town Attorney
E. E. E. E. E.

notice in writing to the other, and if this License Agreement be so terminated, and SCORE LI shall forthwith remove itself from the designated premises.

11. It is understood and agreed that this Agreement embodies the entire understanding of the parties, and may not be extended or modified, except in writing, subscribed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

TOWN OF OYSTER BAY

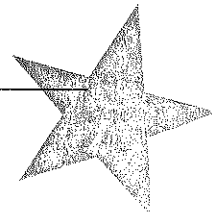
Town Supervisor

REVIEWED:

SCORE Long Island

Deputy Town Attorney

Title: _____



Reviewed By
Office of Town Attorney

E. Faughnan

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

On this day of , 2019, before me personally came and appeared
 , to me known, who being by me duly sworn, did depose
and say that he is the Supervisor of the Town of Oyster Bay, the municipal corporation
described in and which executed the foregoing instrument; that he knows the seal affixed
to said instrument is such corporate seal; that it was so affixed by order of the Town
Board of said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

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

On this day of , 2019, before me personally came
to me known, who being duly sworn, did depose and say that he/she resides at
 that he/she is the of SCORE Long Island, and has
authority to sign on behalf of said organization described in and which executed the
foregoing instrument, and that she/he signed her/his name thereto by like order.

NOTARY PUBLIC

Reviewed By
Office of Town Attorney
E. Faughnan

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memoranda dated April 19, 2019 and April 29, 2019, advised that a request for proposals (RFP) was issued to three (3) firms and notice of the RFP was placed on the Town of Oyster Bay website and advertised in Newsday, seeking assistance with the creation and maintenance of a Mortgage in Default Registry for the Department, pursuant to Chapter 96 of the Code of the Town of Oyster Bay, and that the Department of Planning and Development received three (3) responses; and

WHEREAS, following an internal Departmental committee review and evaluation of said three (3) responses by a selection committee, and based on compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Maccarone by said memorandum, requested and recommended that the Town Board authorize Property Registration Champions, LLC d/b/a PROCHAMPS, ("PRC") 2725 Center Place, Melbourne, FL 32490, to perform consulting services assisting the Department of Planning and Development with creation and maintenance of a Mortgage in Default Registry, for the period commencing May 8, 2019 through and including December 31, 2020, with a mutual option of two (2) renewals of one (1) year each; and

WHEREAS, PRC shall charge a fee of Five Hundred Dollars (\$500.00), as directed by the Town, to each registering party, and retain a fee of One Hundred Dollars (\$100.00) of each collected fee and remit the balance to the Town, and in the event the Town's ordinance requires payment of late fees, PRC shall retain twenty percent (20%) of the fees collected and remit the balance to the Town; and

WHEREAS, Commissioner Maccarone, in said memoranda, joined in the recommendation of the internal Departmental committee that reviewed the responses, and recommended and requested that the Town enter into an agreement with Property Registration Champions, LLC d/b/a PROCHAMPS to provide consulting services relative to database creation and maintenance for the Department of Planning and Development for the period May 8, 2019 through and including December 31, 2020, with a mutual option of two (2) renewals of one (1) year each, with Property Registration Champions, LLC d/b/a PROCHAMPS to retain One Hundred Dollars (\$100) of each Five Hundred Dollar (\$500) fee collected from each registering party, and, if the Town's ordinance requires payment of late fees, Property Registration Champions, LLC d/b/a PROCHAMPS shall also retain twenty percent (20%) of the late fee collected, in full payment for the services provided under the agreement,

NOW THEREFORE BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and the Supervisor or his designee is authorized to execute an agreement with Property Registration Champions, LLC d/b/a PROCHAMPS to provide consulting services relative to database creation and maintenance for the Department of Planning and Development for the period May 8, 2019 through and including December 31, 2020, with payment for said services as outlined herein.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY

Inter-Departmental Memo

To: MEMORANDUM DOCKET

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

Date: APRIL 19, 2019

Subject: AWARD OF CONTRACT
ASSISTANCE WITH CREATING AND MAINTAINING
A MORTGAGE IN DEFAULT REGISTRY FOR
THE TOWN OF OYSTER BAY
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. I therefore recommend and request that a space be reserved at the next Town Board meeting on May 7, 2019.


ELIZABETH L. MACCARONE
COMMISSIONER



ELM:dm

cc: Legislative Affairs +7

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TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: APRIL 29, 2019

SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 13
DOCKET OF APRIL 23, 2019
AWARD OF CONTRACT FOR ASSISTANCE WITH CREATING AND
MAINTAINING A MORTGAGE IN DEFAULT REGISTRY FOR THE
TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT

On March 4, 2019 the Department of Planning and Development issued "Requests for Proposal" to three (3) firms, advertised in Newsday and published the RFP on the Town's website seeking Assistance with Creating and Maintaining a Mortgage in Default Registry for this Department pursuant to Chapter 96 (Dangerous Buildings and Abandoned Buildings) of the Code of the Town of Oyster Bay. In response to this RFP this Department has received three (3) submissions.

After an internal Departmental committee review and based on compliance with Guidelines 6 and 9 of the Town's Procurement Policy, I recommend Property Registration Champions, LLC d/b/a PROCHAMPS, 2725 Center Place, Melbourne, FL 32940 to be authorized to perform consultant services assisting this Department with creating and maintaining a Mortgage in Default Registry for a period commencing May 8, 2019 through December 31, 2020, with an option, at the discretion of the Town and said firm for two (2) one (1) year renewals.

Services of the consultant are to be paid from the fees collected by the consultant on behalf of the Town with the balance of the fees being forwarded to the Town on a monthly basis as provided in the attached agreement.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement with Property Registration Champions, LLC d/b/a PROCHAMPS, 2725 Center Place, Melbourne, FL 32940 as negotiated and attached and further authorize the Supervisor and/or his designee to execute said agreement.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM/dm

Encls.

cc: Legislative Affairs (w/ 7 copies)

**AGREEMENT BETWEEN
TOWN OF OYSTER BAY, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of _____, 2019 ("Effective Date") by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 ("PRC"), and the Town of Oyster Bay, a New York municipal corporation, with an address at Audrey Avenue, Oyster Bay, NY 11771 ("TOWN"). The TOWN comprises of 169 square miles within Nassau County, NY, with a population in excess of 290,000 people. It is suburban community that is bounded on the north and south by the Long Island Sound and the Atlantic Ocean, respectively ("TOWN").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance L.L. 2-2019, (the "Ordinance") the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the TOWN; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the TOWN adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the TOWN desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the "Properties"), so that the TOWN can properly address violations of the TOWN's property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the TOWN; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. PRC will cite the TOWN's Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means in accordance with the Ordinance Requirements as outlined in Exhibit "A". PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the TOWN, as well as utility data and any other data available to PRC. PRC will review and

**AGREEMENT BETWEEN
TOWN OF OYSTER BAY, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.

- c. PRC will charge a fee ("Fee") as directed by the TOWN to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100) of each collected Fee and remit the balance to the TOWN. PRC shall forward payment of the TOWN's portion of the Fee to the TOWN's Director of Finance no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally among all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- d. In the event the TOWN's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the TOWN. PRC shall forward payment of the TOWN's portion of the late fee, along with the TOWN's portion of the Fee outlined above in Section 1(c), to the TOWN's Director of Finance no later than the fifteenth (15th) day of the following month. All fees related shall be taken out of the TOWN's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the TOWN's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the TOWN's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the TOWN and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY TOWN.** TOWN shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses,

**AGREEMENT BETWEEN
TOWN OF OYSTER BAY, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by TOWN to timely respond to a public records request.

3. **TERM and TERMINATION.** This Agreement shall terminate on December 31, 2020. This Agreement will have the option to renew for two (2) additional, one (1) year terms, upon mutual consent of PRC and the TOWN as evidenced by Town Board resolution approving same.
- a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the TOWN in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
- a. TOWN Ordinance No. L.L. 2-2019,
entitled "A LOCAL LAW TO AMEND CHAPTER 96 OF THE CODE OF THE
TOWN OF OYSTER BAY ENTITLED ' DANGEROUS BUILDINGS AND
ABANDONED BUILDINGS",
dated: January 30, 2019.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure TOWN the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the TOWN, and shall be provided to TOWN upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.

**AGREEMENT BETWEEN
TOWN OF OYSTER BAY, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

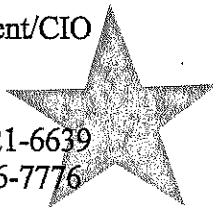
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of six (6) years from final payment. Such records shall be subject to audit by the TOWN on reasonable advanced, written notice. The audit shall be conducted at the premises of the TOWN on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements, as well as the New York State Records Retention and Disposition Schedule MU-1 (commonly referred to as the MU-1 Schedule) as now or hereinafter revised.
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the TOWN designate the following as the respective places for giving of notice:

TOWN: Dept. of Planning and Development
 74 Audrey Avenue
 Oyster Bay, NY 11771
 Attention: Commissioner

With a copy to: Town Clerk
 54 Audrey Avenue
 Oyster Bay, NY 11771

With a copy to: Town Attorney
 54 Audrey Avenue
 Oyster Bay, NY 11771

PRC: David Mulberry, President/CIO
 2725 Center Place
 Melbourne, FL 32940
 Telephone No. (321) 421-6639
 Facsimile No. (321) 396-7776



**AGREEMENT BETWEEN
TOWN OF OYSTER BAY, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. ORDINANCE VIOLATION DATA. Whenever the TOWN becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the TOWN shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.

12. PUBLICITY. PRC may include TOWN's name and general case study information within PRC's marketing materials and website.

13. TOWN LOGO. TOWN shall provide the TOWN's logo to PRC for the purposes as set forth in 1(a).

14. FORCE MAJEURE. Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.

15. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.

16. BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

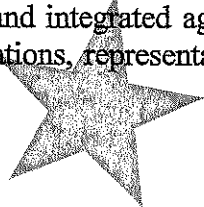
17. LAWS AND ORDINANCES. PRC shall observe all laws and ordinances of the TOWN, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

18. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

**AGREEMENT BETWEEN
TOWN OF OYSTER BAY, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

19. **WAIVER.** Any failure by TOWN to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and TOWN may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
20. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York with venue lying in Nassau County, New York.
22. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
23. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the TOWN within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the TOWN.
24. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the TOWN and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]



**AGREEMENT BETWEEN
TOWN OF OYSTER BAY, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

TOWN OF OYSTER BAY, NEW YORK

Date: _____

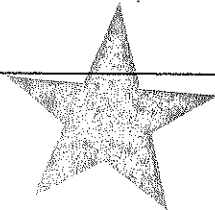
Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

David Mulberry, President/CIO

Date: _____

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940



Reviewed By
Office of Town Attorney

**AGREEMENT BETWEEN
TOWN OF OYSTER BAY, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

Exhibit "A"

Key Policy Requirements

Ordinance No. L.L. 2-2019:

Foreclosure:

Registration Fee	\$500
Late Fee	N/A
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	Annually on January 1
Org Exemptions	VA, HUD, USDA, NJ Housing and Finance
Property Exemptions	Vacant Lots
Effective Date for Registrations	Ordinance Effective Date
Refund Policy	An annual nonrefundable fee per the ordinance

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned

66

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : April 25, 2019
SUBJECT: Sale of Paper Street
Gloria Drive, Syosset, New York

The original plan for the development of the area northeast of the Long Island Expressway (Rte. 495) and Woodbury Road, provided for access to the community through Gloria Drive, which was originally planned to be located east of Manetto Hill Road and west of Sunnyside Boulevard Extension.

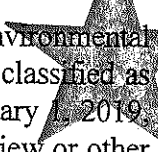
However, after the streets (including proposed streets) were dedicated to the Town, it was determined that it would be beneficial for Gloria Drive to be aligned with Sunnyside Boulevard Extension. To accomplish that, a portion of land owned by Nassau County was obtained and dedicated as Gloria Drive, leaving the County with a divided parcel (on either side of Gloria Drive), and leaving the Town with a "paper street" which was to be the original Gloria Drive, west of the County's property, and east of the property owned by Alfred M. Votypka and Barbara Votypka, his wife. The size of the property is approximately 50' x 150'.

In 2017, Dr. Votypka contacted the Town offering to purchase the paper street. In January 2018, Dr. Votypka, at his cost, obtained an appraisal of the property from Lynch Appraisal Ltd., an appraisal firm approved by the Town, which Appraisal indicated a value of \$21,500.00 for the property.

Traditionally, when the Town has sold a paper street, or vacant lot, it has first been offered to the owners of the adjacent properties. Accordingly, on October 19, 2018, the Office of the Town Attorney wrote to the County of Nassau, informing them of the result of the appraisal, and inquiring if the County had any interest in acquiring the property. On November 29, 2018, the County of Nassau indicated that they had no interest in the property and approved of the sale to the other adjoining property owner.

The Town's Highway Department, by email dated December 6, 2018, declared the property to be surplus property.

George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated February 20, 2019, stated that the proposed sale is classified as Type II, pursuant to the New York State SEQRA Type II Actions List, effective January 1, 2019, and does not require the completion of an Environmental Impact Statement or any review or other procedural activities pursuant to SEQRA.



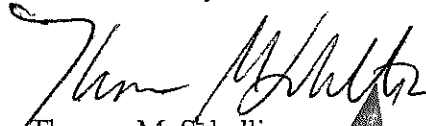
Howard Avrutine, Esq., attorney for Dr. & Mrs. Votypka, by letter dated February 11, 2019, conveyed his clients' formal offer to buy the property for the appraisal value of \$21,500.00. There is no broker involved in the transaction and the Town would have no costs, since NYS Transfer Taxes, if any, would be paid by the Purchaser, as would any costs to create a new tax lot.

This office requests Town Board authorization for the Supervisor or his designee to execute a Contract of Sale for the sale of this property, as prepared and approved by this office. The sale of this property would be subject to permissive referendum

Respectfully Submitted,

JOSEPH NOCELLA

Town Attorney



Thomas M. Sabellico

Special Counsel



TMS:ba

Attachment

cc: Town Attorney (7 copies)

Tim Surlis

S:\Attorney\RESOS 2019\MD & RESO\MD Gloria Drive (3) TMS.docx

WHEREAS, Joseph Nocella, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum, dated April 25, 2019, advised that the Town owns a paper street, a portion of Gloria Drive, north of Woodbury Road, Woodbury, New York, approximately 50 feet by 150 feet, which was originally obtained by the Town as part of the development of the area northeast of the Long Island Expressway and Woodbury Road, but which portion, adjacent to premises 863 Woodbury Road, Woodbury, New York, was never paved or used as a street; and

WHEREAS, Joseph Nocella and Thomas M. Sabellico, by said memorandum, advised that Alfred M. Votypka and Barbara Votypka, his wife, fee owners of 863 Woodbury Road, Woodbury, New York, contacted the Town and offered to purchase the paper street, for the consideration of \$21,500.00, the value ascribed to the property by Lynch Appraisal Ltd., an appraisal firm approved by the Town; and

WHEREAS, Joseph Nocella and Thomas M. Sabellico, by said memorandum, further advised that pursuant to Town policy on the sale of paper streets, to first offer the property to the owners of the adjacent properties, on October 19, 2018, the Office of the Town Attorney wrote to the County of Nassau, informing them of the result of the appraisal, and inquiring if the County had any interest in acquiring the property. On November 29, 2018, the County of Nassau indicated that they had no interest in the property and approved of the sale to the other adjoining property owner; and

WHEREAS, by memorandum dated December 6, 2018, the Town Highway Department, declared the property to be surplus property; and

WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated February 20, 2019, stated that the proposed sale is classified as Type II, pursuant to the New York State SEQRA Type II Actions List, effective January 1, 2019; and does not require the completion of an Environmental Impact Statement or any review or other procedural activities pursuant to SEQRA; and

WHEREAS, Joseph Nocella and Thomas M. Sabellico, by said memorandum, requested Town Board authorization for the Supervisor or his designee to execute a Contract of Sale for the sale of this property, as prepared and approved by the Office of the Town Attorney, for \$21,500.00 to Alfred M. Votypka and Barbara Votypka, and to execute the Deed and related transfer documents for the sale of the property subject to permissive referendum,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board declares that the sale of a portion of Gloria Drive, north of Woodbury Road, Woodbury, New York, currently a paper street, is a Type II action, pursuant to New York State Environmental Quality Review Act, Type II action list; and be it further

RESOLVED, That the request and recommendation as hereinabove set forth are approved and the Supervisor or his designee is authorized to execute a Contract of Sale for the sale of this property as prepared and approved by the Office of the Town Attorney for \$21,500.00 to Alfred M. Votypka and Barbara Votypka, and to execute the Deed and related transfer documents,

7/11/19
Reviewed By
Office of Town Attorney

Elizabeth A. Jaughan

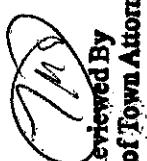
for the sale of the property subject to permissive referendum; and be it further

RESOLVED, That the Town Clerk is directed and authorized to publish a Public Notice of the adoption of this Resolution in a newspaper of general circulation.

-#-

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

	Supervisor Saladino	Aye
	Councilman Muscarella	Aye
	Councilman Macagnone	Aye
	Councilwoman Johnson	Absent
	Councilman Imbroto	Aye
	Councilman Hand	Aye
	Councilman Labriola	Aye
cc:	Supervisor	
	Town Attorney	
	Comptroller	


Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on proposed contracts for fire protection for the 2019 and 2020 Calendar Years, as applicable, said hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on **May 21, 2019**, at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in the
Newsday

Newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Finance

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : May 2, 2019
SUBJECT: Supplemental Memo to Item # 34, Docket of 4/23/2019
2019 Fire Protection Agreements

It is requested that the Town Clerk be authorized to advertise a Notice of Hearing in connection with the above referenced matter.

It should be noted that the East Norwich Fire Protection District is covered under a three-year agreement with the East Norwich Volunteer Fire Company No. 1 that expires December 31, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY


Elizabeth A. Faughnan
Deputy Town Attorney

Enc.

2016-5219

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7/14/19
Reviewed By
Office of Town Attorney
Elizabeth A. Laughman

PUBLIC NOTICE

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on **May 21, 2019**, at 10:00 o'clock a.m., prevailing time, at which time residents and interested parties will have an opportunity to be heard on the proposed contracts for fire protection, copies of which are on file in the Town Clerk's Office, and may be viewed daily between the hours of 9:00 A.M. and 4:45 P.M., prevailing time, except Saturdays, Sundays and Holidays, and the contracts with the following Fire Companies shall provide in general for the furnishing of fire protection during the 2019 and 2020 Calendar Years, as appropriate, to the listed Fire Protection Districts at the agreed per annum charge set forth, all subject to taxation in said Districts, as shown on the last completed Town Assessment Roll:

CALENDAR YEAR 2019

<u>FIRE COMPANY</u>	<u>FIRE PROTECTION DISTRICT</u>	<u>AGREED PER ANNUM CHARGE</u>
1. Bayville Fire Company No. 1, Inc.	Bayville	\$ 32,554.00
2. Glenwood Hook & Ladder Engine and Hose Co. No. 1, Inc.	Glenwood-Glen Head	\$ 691,132.97
3. Inc. Village of Farmingdale for the Farmingdale Fire Department	North East Farmingdale	\$ 106,209.81
4. Plainview Volunteer Fire Company, Inc.	Plainview	\$ 5,263,467.00
5. Roslyn Highlands Fire Department	Greenvale	\$ 15,943.00
6. Rescue Hook & Ladder Co. #1 of Roslyn, NY (aka Roslyn Rescue)	Greenvale	\$ 16,311.00

The contracts with the following Fire Companies and Fire Districts shall provide in general for the furnishing of fire protection during the 2019 Calendar Year for the listed areas at the agreed per annum charge set forth:

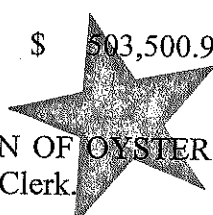
1. Bayville Fire Company No. 1 for the other areas shown on the Tax Maps as Section 28, Block G, Lot 3, the agreed per annum charge of \$7,360.00.

2. Wantagh Fire District for the Town-owned property known as TOBAY Beach, the agreed per annum charge in an amount not to exceed \$10,000.00.

CALENDAR YEARS 2019 & 2020

<u>FIRE COMPANY</u>	<u>FIRE PROTECTION DISTRICT</u>	<u>AGREED PER ANNUM CHARGE</u>
1. Atlantic Steamer Fire Company No. 1, Inc.	Oyster Bay	\$ 503,629.62
2. Oyster Bay Fire Department, Inc.	Oyster Bay	\$ 503,500.90

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY.
JOSEPH SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.
Dated: , 2019, Oyster Bay, New York.



34

Town of Oyster Bay Inter-Departmental Memo


TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : April 29, 2019
SUBJECT: 2019 Fire Protection Agreements

Please reserve a space at the next Town Board meeting on Tuesday, May 7, 2019, regarding our request that the Town Clerk be authorized to advertise a Notice of Hearing to be held on Tuesday, May 21, 2019, at 10am, for the 2019 Fire Protection Agreements. A supplemental memorandum regarding the contract amounts, and including the draft Public Notice will follow.

Please note that the existing agreement with the East Norwich Volunteer Fire Company No. 1 expires on December 31, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney



2016-5219

s:\Attorney\RESOS 2019\2019 Fire Protection Contracts. Auth Pub Notice.eaf.docx

Reviewed By
Office of Town Attorney

WHEREAS, AMERCO REAL ESTATE COMPANY, fee owner, petitioned the Town Board of the Town of Oyster Bay for Modification of an existing Special Use Permit, granted under Resolution No. 790-1984 and modification of the covenants, restrictions and provisions contained therein, to permit the renovation and modernization of the existing one-story building, the construction of an adjacent new three-story building, the addition of warehouse climate control storage, the addition of an outside self-service storage facility, and the enlargement of the parking area to accommodate portable U-Boxes (a/k/a high-cubes) on the premises located in an "LI" (Light Industry) District, at 1000 Hicksville Road, Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block 629, Lot 63 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on January 8, 2019 at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its Quality Review Report regarding the environmental impacts contemplated by said Petition; and

WHEREAS, the Quality Review Report was dated November 28, 2016, and was reviewed and resubmitted on July 5, 2018, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petition 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; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10284-19, adopted on January 31, 2019, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

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

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated July 11, 2018, has advised that the Department of Planning and Development has reviewed the following ten (10) plans prepared by John V. Catapano, P.E.,

Catapano Engineering, P.C., Melville, New York, and three (3) plans prepared by Andrew M. Lasich, P.E., Amerco Real Estate Company, Phoenix, Arizona:

SHEET NO.	TITLE	PREPARED BY	DATE
T1.0	COVER SHEET NOTES & LEGENDS	John V. Catapano, P.E..	03/26/18
C1.0	SITE PLAN	John V. Catapano, P.E.	03/26/18
C2.0	SITE DEMOLITION PLAN	John V. Catapano, P.E.	05/16/17
C3.0	GRADING & DRAINAGE PLAN	John V. Catapano, P.E.	05/16/17
C4.0	SEWER CONNECTION PLAN	John V. Catapano, P.E.	05/16/17
C5.0	LIGHTING PLAN	John V. Catapano, P.E.	05/16/17
C6.0	LANDSCAPE & SNOW MANAGEMENT PLAN	John V. Catapano, P.E.	07/09/18
C7.0	SOIL EROSION & SEDIMENT CONTROL PLAN	John V. Catapano, P.E.	05/16/17
C8.0	MISCELLANEOUS DETAILS	John V. Catapano, P.E.	05/16/17
C9.0	SIGN AND PAVEMENT MARKING DETAILS	John V. Catapano, P.E.	05/16/17
A1	PROPOSED FLOOR PLANS	Andrew M. Lasich, P.E.	04/27/18
A2	PROPOSED ELEVATIONS	Andrew M. Lasich, P.E.	04/27/18
A3	PROPOSED ELEVATIONS & FLOOR PLANS	Andrew M. Lasich, P.E.	04/27/18

WHEREAS, said Commissioner further reports that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of AMERCO REAL ESTATE COMPANY, fee owner, for Modification of an existing Special Use Permit, granted under Resolution No. 790-1984, to permit the renovation and modernization of the existing one-story building, the construction of an adjacent new three-story building, the addition of warehouse climate control storage, the addition of an outside self-service storage facility, and the enlargement of the parking area to accommodate portable U-Boxes (a/k/a high-cubes) on the premises located in an "LI" (Light Industry) District, at 1000 Hicksville Road, Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block 629, Lot 63 on the Land and Tax Map of Nassau County; and it is further

RESOLVED, That the Petition of AMERCO REAL ESTATE COMPANY, fee owner, for Modification of an existing Special Use Permit, granted under Resolution No. 790-1984, to permit the renovation and modernization of the existing one-story building, the construction of an adjacent new three-story building, the addition of warehouse climate control storage, the addition of an outside self-service storage facility, and the enlargement of the parking area to accommodate portable U-Boxes (a/k/a high-cubes) on the premises located in an "LI" (Light Industry) District, at 1000 Hicksville Road, Bethpage, Town of Oyster Bay, County of Nassau,

State of New York, and described as Section 46, Block 629, Lot 63 on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Hicksville (Bethpage), partly in the Town of Hempstead and partly in the Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at the Southeasterly side of Broadway at the Southerly side of Lauman Lane;

THENCE South 35 degrees 44 minutes 45 seconds East, along the Southwesterly side of Broadway, 263.74 feet;

THENCE North 89 degrees 24 minutes 05 seconds West 472.74 feet to a point;

THENCE North 00 degrees 35 minutes 55 seconds East 212.78 feet;

THENCE South 89 degrees 20 minutes 25 seconds East along said lane 316.45 feet to the southwesterly side of Broadway at the point or place of BEGINNING;

and be it further

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

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated July 11, 2018, the thirteen (13) plans described herein are hereby approved.

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella3 -	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

DECLARATION OF RESTRICTIVE COVENANTS

AMERCO REAL ESTATE COMPANY, fee owner, with a business address of 2727 N. Central Avenue, Phoenix, Arizona 85004, ("the Declarant"), by this declaration, dated May , 2019, declare as follows:

WHEREAS, by Resolution No. 790-1984, adopted on August 7, 1984, the Town Board granted the petition of U-HAUL CO. OF LONG ISLAND, INC. and BROOKLYN AVENUE ASSOCIATES, for special permission to permit the utilization of the premises located at 1000 Hicksville Road, Bethpage, Town of Oyster Bay, New York, known and designated as Section 46, Block 629, Lot 63 on the Land and Tax Map of Nassau County, for the rental of U-Haul trucks, trailers, and recreational vehicles, parts and accessories, the rental and sale of related items, rental of various tools and hitch installations, the minor repair and maintenance of trucks, trailers and recreational vehicles, the underground storage and dispensing of petroleum products, and the open/outside storage and display of trucks, trailers, recreational vehicles and related items, subject to certain covenants, restrictions and provisions set forth in the Resolution; and

WHEREAS, Resolution No. 790-1984 was recorded in the Office of the Clerk of Nassau County, in Liber 9598 of Deeds, page 59, to memorialize the covenants, restrictions and provisions set forth therein; and

WHEREAS, said Declarant, AMERCO REAL ESTATE COMPANY, fee owner, petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a modification of the Special Use Permit granted by Resolution No. 790-1984 and the covenants, restrictions and provisions thereof, to permit the renovation and modernization of the existing one-story building, the construction of an adjacent new three-story building, the addition of warehouse climate control storage, the addition of an outside self-service storage facility, and the enlargement of the parking area to accommodate portable U-Boxes (a/k/a high-cubes) at the subject premises; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on January 8, 2019, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, The Town Board, by Resolution No. 307 - 2019, dated May 7, 2019, approved said request subject to the execution and recording of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby

Reviewed By
Office of Town Attorney

John J. McElroy

voluntarily impose the following covenants and restrictions with respect to the premises identified as being located at 1000 Hicksville Road, Bethpage, Town of Oyster Bay, New York, with the following covenants and restrictions, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarant, does hereby covenant and declare as follows:

1. That any and all prior Declarations of Restrictive Covenants affecting the premises located at 1000 Hicksville Road, Bethpage, Town of Oyster Bay, New York, are hereby revoked in their entirety, and are superseded by this Declaration.
2. That the subject property shall not be used for any purposes other than for the rental of U-Haul trucks, trailers, and recreational vehicles, parts and accessories, the rental and sale of related items, rental of various tools and hitch installations, the minor repair and maintenance of trucks, trailers and recreational vehicles, the underground storage and dispensing of petroleum products, the open/outside storage and display of trucks, trailers, recreational vehicles and related items, and self-storage.
3. That the hours of operation for the subject facility shall be Monday through Thursday from 7:00 a.m. until 7:00 p.m., Friday from 7:00 a.m. until 8:00 p.m., Saturday from 7:00 a.m. until 7:00 p.m., and Sunday from 9:00 a.m. until 5:00 p.m.
4. That any building on the premises shall have double insulation and soundproofing so that the use of air hammers, banging or other noises will not penetrate the wall area and result in noise which may be heard by the residential homes to the south of the subject premises.
5. That there shall be no parking of commercial vehicles on the subject property except when such vehicles are being fueled or making deliveries, and except those commercial vehicles related to the use of the subject property as set forth in paragraph 2 hereinabove.
6. That auto body work and repairs shall also be prohibited at all times, but this restriction shall not prohibit installation or servicing of accessories, or minor work.
7. That there shall be no backing of delivery trucks onto adjacent streets.
8. That all deliveries shall be accomplished between the hours of 7:00 a.m. and 10:00 p.m., unless emergent circumstances require deliveries outside the aforementioned time frame.

9. That the engines of all trucks delivering products shall shut down during the delivery and/or refilling operation.
10. That no mechanical games of amusement shall be permitted on the subject premises.
11. That the entire subject property shall be effectively policed to eliminate litter, papers and trash and shall be policed to remove oil cans, grease spots, etcetera, so as to present an overall clean and neat appearance.
12. That any and all signs that are to be erected and maintained are to comply with all applicable provisions of present or future laws or ordinances of the Town of Oyster Bay, unless such signage is granted variance relief by the Town of Oyster Bay Board of Zoning Appeals.
13. That all exterior lights shall be located, positioned and directed so as not to interfere with or cause annoyance or inconvenience to vehicular traffic or the surrounding areas, and shall be of shielded design to minimize impacts.
14. That all underground storage facilities (i.e., tanks, piping and related equipment) shall be in compliance with all local, county, state and federal requirements and regulations. Said storage facilities shall be maintained to meet all the requirements set by the Fire Marshal of the County of Nassau.
15. That there shall be no charge for the use of air hoses or air equipment intended for the servicing of vehicles.
16. That any external audio communication system utilized shall be checked, monitored and maintained so as to be inaudible along any of the subject property lot lines.
17. That there shall be no exterior television monitors at any location on the subject property, including, but not limited to, at pump stations.
18. That no bell hoses shall be installed or maintained.
19. That all garbage and rubbish shall be kept in closed containers and disposed in accordance with applicable statutes, ordinances and laws.
20. That the exterior of all structures, parking areas, planting of shrubs or other installations visible to the public, shall be continually monitored, repaired when necessary and

kept neat and clean and that any and all plantings along the street frontage shall be less than 30 inches in height in order to maintain driver visibility.

21. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the ten (10) plans prepared by John V. Catapano, P.E., Catapano Engineering, P.C., Melville, New York, and the three (3) plans prepared by Andrew M. Lasich, P.E., Amerco Real Estate Company, Phoenix, Arizona, reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by the Department of Planning and Development, by memorandum dated July 11, 2018, approved by the Town Board of the Town of Oyster Bay, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>DATE</u>
T1.0	COVER SHEET NOTES & LEGENDS	John V. Catapano, P.E..	03/26/18
C1.0	SITE PLAN	John V. Catapano, P.E.	03/26/18
C2.0	SITE DEMOLITION PLAN	John V. Catapano, P.E.	05/16/17
C3.0	GRADING & DRAINAGE PLAN	John V. Catapano, P.E.	05/16/17
C4.0	SEWER CONNECTION PLAN	John V. Catapano, P.E.	05/16/17
C5.0	LIGHTING PLAN	John V. Catapano, P.E.	05/16/17
C6.0	LANDSCAPE & SNOW MANAGEMENT PLAN	John V. Catapano, P.E.	07/09/18
C7.0	SOIL EROSION & SEDIMENT CONTROL PLAN	John V. Catapano, P.E.	05/16/17
C8.0	MISCELLANEOUS DETAILS	John V. Catapano, P.E.	05/16/17
C9.0	SIGN AND PAVEMENT MARKING DETAILS	John V. Catapano, P.E.	05/16/17
A1	PROPOSED FLOOR PLANS	Andrew M. Lasich, P.E.	04/27/18
A2	PROPOSED ELEVATIONS	Andrew M. Lasich, P.E.	04/27/18
A3	PROPOSED ELEVATIONS & FLOOR PLANS	Andrew M. Lasich, P.E.	04/27/18

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

23. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

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

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Hicksville (Bethpage), partly in the Town of Hempstead and partly in the Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at the Southeasterly side of Broadway at the Southerly side of Lauman Lane;

THENCE South 35 degrees 44 minutes 45 seconds East, along the Southwesterly side of Broadway, 263.74 feet;

THENCE North 89 degrees 24 minutes 05 seconds West 472.74 feet to a point;

THENCE North 00 degrees 35 minutes 55 seconds East 212.78 feet;

THENCE South 89 degrees 20 minutes 25 seconds East along said lane 316.45 feet to the southwesterly side of Broadway at the point or place of BEGINNING;

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal the day and year first above written.

AMERCO REAL ESTATE COMPANY

By: _____

STATE OF NEW YORK)
COUNTY OF NASSAU)

ss.:

On the day of in the year 2019 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.

Notary Public

WHEREAS, BROADWAY SUN, INC., fee owner, and BOLLA OPERATING L.I. CORP., lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit and Site Plan Approval and Revocation of Declarations of Restrictive Covenants, dated January 26, 1967 and September 16, 2003, and recorded in the Office of the Clerk of Nassau County, to permit the renovation and operation of a convenience store together with an existing gasoline service station on property located in a "GB" (General Business) District, at 274 North Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 11, Block 299, Lot 624 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on March 12, 2019 at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its Quality Review Report regarding the environmental impacts contemplated by said Petition; and

WHEREAS, the Quality Review Report was dated September 18, 2018, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petition 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; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10294-19, adopted on March 28, 2019, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

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

Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated October 22, 2018, has advised that the Department of Planning and Development has reviewed the following ten (10) plans prepared by Christopher M. Tartaglia, P.E., High Point Engineering, Farmingdale, New York:

SHEET NO.	TITLE	PREPARED BY	DATE
SP-1	REMOVALS PLAN	Christopher M. Tartaglia, P.E.	08/19/18
SP-2	SITE PLAN	Christopher M. Tartaglia, P.E.	08/19/18
SP-3	GRADING/DRAINAGE & UTILITY PLAN	Christopher M. Tartaglia, P.E.	08/19/18
SP-4	LANDSCAPE/EROSION CONTROL PLAN	Christopher M. Tartaglia, P.E.	08/19/18
SP-5	LIGHTING PLAN	Christopher M. Tartaglia, P.E.	08/19/18
SP-6	DETAIL SHEET	Christopher M. Tartaglia, P.E.	08/19/18
A-100.00	FLOOR PLAN	Christopher M. Tartaglia, P.E.	04/18/18
A-200.00	ELEVATIONS	Christopher M. Tartaglia, P.E.	04/18/18
SN-1	BUILDING CANOPY/SIGN ELEVATIONS	Christopher M. Tartaglia, P.E.	06/29/16
TR-1	TRUCK ROUTE PLAN	Christopher M. Tartaglia, P.E.	04/13/18

WHEREAS, said Commissioner further reports that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of BROADWAY SUN, INC., fee owner, and BOLLA OPERATING L.I. CORP., lessee, for a Special Use Permit and Site Plan Approval and Modification of Declarations of Restrictive Covenants, dated January 26, 1967 and September 16, 2003, and recorded in the Office of the Clerk of Nassau County, to permit the renovation and operation of a convenience store together with an existing gasoline service station on property located in a "GB" (General Business) District, at 274 North Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 11, Block 299, Lot 624, on the Land and Tax Map of Nassau County; and it is further

RESOLVED, That the Petition of BROADWAY SUN, INC., fee owner, and BOLLA OPERATING L.I. CORP., lessee, for a Special Use Permit and Site Plan Approval and Revocation of Declarations of Restrictive Covenants, dated January 26, 1967 and September 16, 2003, and recorded in the Office of the Clerk of Nassau County, to permit the renovation and

operation of a convenience store together with an existing gasoline service station on property located in a "GB" (General Business) District, at 274 North Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 11, Block 299, Lot 624, on the Land and Tax Map of Nassau County is hereby GRANTED, on the premises described as follows:

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, known and designated as part of Lots Nos. 1 to 5 both inclusive in Block 9 on a certain map entitled , "Section No. 1, property situated at Hicksville, Nassau County, Long Island, N.Y., owned by the New York Suburban Land Co. Hempstead, October 15, 1907, Thos. V. Smith, Civ. Eng." And filed in the Office of the Clerk of the County of Nassau December 24, 1907 as Map Np. 170 and a descriptive parcel adjoining Lot 5 in Block 9 on the aforesaid map on the north, which said lots and descriptive parcel when taken together are more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Princess Avenue with the easterly side of Hicksville-Jericho Road (Broadway) (as widened);

RUNNING THENCE South 76 degrees 54 minutes 30 seconds West along the northerly side of Princess Avenue 97.89 feet;

THENCE North 11 degrees 17 minutes 49 seconds West 100.00 feet;

THENCE North 11 degrees 14 minutes 00 seconds West 50 feet;

THENCE North 76 degrees 54 minutes 30 seconds East 98.11 feet to the westerly side of Hicksville-Jericho Road (as widened);

THENCE along the westerly side of Hicksville-Jericho Road (as widened) South 11 degrees 11 minutes 30 seconds East 150.01 feet to the corner at the point or place of BEGINNING;

and be it further

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

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated October 22, 2018, the ten (10) plans described herein are hereby approved.

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

DECLARATION OF RESTRICTIVE COVENANTS

BROADWAY SUN, INC., fee owner, with a business address of 1-B Savoy Place, Hicksville, New York 11801, and BOLLA OPERATING L.I. CORP., lessee, with an address of 809 Stewart Avenue, Garden City, New York 11530, (collectively "the Declarants"), by this declaration, dated May , 2019, declare as follows:

WHEREAS, on January 26, 1967, a Declaration of Restrictive Covenants was executed with respect to the premises identified as 274 North Broadway, Hicksville, Town of Oyster Bay, New York, known and designated as Section 11, Block 299, Lot 624 on the Land and Tax Map of Nassau County; and

WHEREAS, on September 16, 2003, a second Declaration of Restrictive Covenants was executed with respect to the same premises, in accordance with the provisions of Resolution No. 556-03 of the Town Board of the Town of Oyster Bay, adopted on September 16, 2003; and

WHEREAS, said Declarants, BROADWAY SUN, INC., fee owner, and BOLLA OPERATING L.I. CORP., lessee, petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit and Site Plan Approval to allow for the renovation and operation of a convenience store and an existing gasoline service station in a General Business ("GB") Zone on the premises located at 274 North Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block 299, Lot 624 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on March 12, 2019, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, The Town Board, by Resolution No. 308 - 2019, dated May 7, 2019, approved said request subject to the execution and recording of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being located at 274 North Broadway, Hicksville, Town of Oyster Bay, New York, with the following covenants and restrictions, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

Reviewed By
Office of Town Attorney

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That any and all prior Declarations of Restrictive Covenants affecting the premises located at 274 North Broadway, Hicksville, Town of Oyster Bay, New York, are hereby revoked in their entirety, and are superseded by this Declaration.
2. That the subject property shall not be used for any purposes other than a gasoline service station and accessory convenience store.
3. That the use of the subject property in any manner for the sale or offering for sale or lease of new or used automobiles, trailers or any other vehicles shall be prohibited at all times.
4. That no facilities for overnight truck parking or storage shall be provided, and no overnight truck parking or storage will be permitted.
5. That there shall be no parking of commercial vehicles on the subject property except when such vehicles are being fueled or making deliveries, and except those commercial vehicles related to the use of the subject property as a gasoline service station and accessory convenience store.
6. That the outdoor storage of vehicles shall be prohibited at all times.
7. That auto body work and repairs shall also be prohibited at all times, but this restriction shall not prohibit installation or servicing of accessories, or such minor work as normally carried on as an accessory use of a gasoline service station.
8. That there shall be no backing of delivery trucks onto adjacent streets.
9. That all deliveries shall be accomplished between the hours of 7:00 a.m. and 10:00 p.m., unless emergent circumstances require deliveries (i.e., gasoline or similar motor fuel) outside the aforementioned time frame.
10. That the engines of all trucks delivering products, including gasoline, shall shut down during the delivery and/or refilling operation.
11. That no mechanical games of amusement shall be permitted on the subject premises.

12. That the entire subject property shall be effectively policed to eliminate litter, papers and trash and shall be policed to remove oil cans, grease spots, etcetera, so as to present an overall clean and neat appearance.

13. That any and all signs that are to be erected and maintained are to comply with all applicable provisions of present or future laws or ordinances of the Town of Oyster Bay, unless such signage is granted variance relief by the Town of Oyster Bay Board of Zoning Appeals.

14. That all exterior lights shall be located, positioned and directed so as not to interfere with or cause annoyance or inconvenience to vehicular traffic or the surrounding areas, and shall be of shielded design to minimize impacts.

15. That all underground storage facilities (i.e., tanks, piping and related equipment) shall be in compliance with all local, county, state and federal requirements and regulations. Said storage facilities shall be maintained to meet all the requirements set by the Fire Marshal of the County of Nassau.

16. That there shall be no charge for the use of air hoses or air equipment intended for the servicing of vehicles.

17. That any external audio communication system utilized shall be checked, monitored and maintained so as to be inaudible along any of the subject property lot lines.

18. That there shall be no exterior television monitors at any location on the subject property, including, but not limited to, at pump stations.

19. That no bell hoses shall be installed or maintained.

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

21. That the exterior of all structures, parking areas, planting of shrubs or other installations visible to the public, shall be continually monitored, repaired when necessary and kept neat and clean and that any and all plantings along the street frontage shall be less than 30 inches in height in order to maintain driver visibility.

22. That Declarants shall remove vehicle lifts in the existing building on the subject property at the start of the site redevelopment process, and shall decommission any floor drains or other drainage structures on the site in accordance with the U.S. Environmental Protection Agency's Underground Injection Control Program under the oversight of the Nassau County Department of Health.

23. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the ten (10) plans prepared by Christopher M. Tartaglia, P.E, High Point Engineering Farmingdale, New York, reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by the Department of Planning and Development, by memorandum dated October 22, 2018, approved by the Town Board of the Town of Oyster Bay, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>DATE</u>
SP-1	REMOVALS PLAN	Christopher M. Tartaglia, P.E.	08/19/18
SP-2	SITE PLAN	Christopher M. Tartaglia, P.E.	08/19/18
SP-3	GRADING/DRAINAGE & UTILITY PLAN	Christopher M. Tartaglia, P.E.	08/19/18
SP-4	LANDSCAPE/EROSION CONTROL PLAN	Christopher M. Tartaglia, P.E.	08/19/18
SP-5	LIGHTING PLAN	Christopher M. Tartaglia, P.E.	08/19/18
SP-6	DETAIL SHEET	Christopher M. Tartaglia, P.E.	08/19/18
A-100.00	FLOOR PLAN	Christopher M. Tartaglia, P.E.	04/18/18
A-200.00	ELEVATIONS	Christopher M. Tartaglia, P.E.	04/18/18
SN-1	BUILDING CANOPY/SIGN ELEVATIONS	Christopher M. Tartaglia, P.E.	06/29/16
TR-1	TRUCK ROUTE PLAN	Christopher M. Tartaglia, P.E.	04/13/18

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

25. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

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

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, known and designated as part of Lots Nos. 1 to 5 both inclusive in Block 9 on a certain map entitled, "Section No. 1, property situated at Hicksville, Nassau County, Long Island, N.Y., owned by the New York Suburban Land Co. Hempstead, October 15, 1907, Thos. V. Smith, Civ. Eng." And filed in the Office of the Clerk of the County of Nassau December 24, 1907 as Map Np. 170 and a descriptive parcel adjoining Lot 5 in Block 9 on the aforesaid map on the north, which said lots and descriptive parcel when taken together are more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Princess Avenue with the easterly side of Hicksville-Jericho Road (Broadway) (as widened);

RUNNING THENCE South 76 degrees 54 minutes 30 seconds West along the northerly side of Princess Avenue 97.89 feet;

THENCE North 11 degrees 17 minutes 49 seconds West 100.00 feet;

THENCE North 11 degrees 14 minutes 00 seconds West 50 feet;

THENCE North 76 degrees 54 minutes 30 seconds East 98.11 feet to the westerly side of Hicksville-Jericho Road (as widened);

THENCE along the westerly side of Hicksville-Jericho Road (as widened) South 11 degrees 11 minutes 30 seconds East 150.01 feet to the corner at the point or place of BEGINNING;

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

BROADWAY SUN, INC.

By: _____

BOLLA OPERATING L.I. CORP.

By: _____
Harvinder Singh, President

STATE OF NEW YORK)
COUNTY OF NASSAU)

ss.:

On the day of in the year 2019 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.

Notary Public


STATE OF NEW YORK)
COUNTY OF NASSAU)

ss.:

On the day of in the year 2019 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.

Notary Public

Reviewed By
Office of Town Attorney



WHEREAS, 794 SOUTH BROADWAY MANAGEMENT, LLC, fee owner, and CHIEF DOG, INC., lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit and Site Plan Approval, to permit the operation of a dog boarding, grooming and recreation facility on property located in an "LI" (Light Industry) District, at 794 South Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block 629, Lot 67 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on March 26, 2019 at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its Quality Review Report regarding the environmental impacts contemplated by said Petition; and

WHEREAS, the Quality Review Report was dated August 1, 2018, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petition 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; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10301-19, adopted on April 16, 2019, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

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

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated September 5, 2018, has advised that the Department of Planning and Development has reviewed the following four (4) plans prepared by Edward J. Bolzan, Jr., R.A., The Hart Group, Lindenhurst, New York:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>DATE</u>
G-100	GENERAL NOTES, DETAILS & SITE PLAN	Edward J. Bolzan, Jr., R.A.	08/20/18
A-100	FIRST FLOOR PLAN & ADA TOILET PLAN	Edward J. Bolzan, Jr., R.A.	08/20/18
A-200	SECTION A-A, ELEVATIONS & DETAIL	Edward J. Bolzan, Jr., R.A.	08/20/18
L-100	GENERAL BUILDING LAYOUT	Edward J. Bolzan, Jr., R.A.	08/20/18

WHEREAS, said Commissioner further reports that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of 794 SOUTH BROADWAY MANAGEMENT, LLC, fee owner, and CHIEF DOG, INC., lessee, for a Special Use Permit and Site Plan Approval, to permit the operation of a dog boarding, grooming and recreation facility on property located in an "LI" (Light Industry) District, at 794 South Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block 629, Lot 67 on the Land and Tax Map of Nassau County; and it is further

RESOLVED, That the Petition of 794 SOUTH BROADWAY MANAGEMENT, LLC, fee owner, and CHIEF DOG, INC., lessee, for a Special Use Permit and Site Plan Approval, to permit the operation of a dog boarding, grooming and recreation facility on property located in an "LI" (Light Industry) District, at 794 South Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block 629, Lot 67 on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

ALL that certain lot, piece or parcel of land, situated, lying and being at Hicksville, Town of Oyster Bay, County of Nassau, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the new westerly side of Broadway (Route 107) at the southeasterly corner of the herein described premises which is also the northwesterly corner of Lot No. 72 in Block 629, in Section 46 of the Nassau County Land and Tax Map;

RUNNING THENCE North 80 degrees 20 minutes 52 seconds West along the northerly line of Lot No. 7, a distance of 410.63 feet;

THENCE North 4 degrees 28 minutes 35 seconds East along the easterly line of Lot No. 4, a distance of 184.35 feet;

THENCE South 80 degrees 20 minutes 52 seconds East and through part of Lot No. 5, a distance of 296.84 feet to the new westerly side of Broadway (Route 107);

THENCE South 25 degrees 44 minutes 08 seconds East along the new westerly side of Broadway (Route 107) a distance of 225.21 feet to the point or place of BEGINNING;

and be it further

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

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated September 5, 2018, the four (4) plans described herein are hereby approved.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

DECLARATION OF RESTRICTIVE COVENANTS

794 SOUTH BROADWAY MANAGEMENT, LLC, fee owner, with a business address of 2132 Ironwood Road, Muttontown, New York 11791, and CHIEF DOG, INC., tenant, with a business address of 449 39TH Street, Lindenhurst, New York 11757, do, by this declaration, dated _____, 2019, declare as follows:

WHEREAS, said Declarants, 794 SOUTH BROADWAY MANAGEMENT, LLC, fee owner, and CHIEF DOG, INC., lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit and Site Plan Approval, to permit the operation of a dog boarding, grooming and recreation facility on property located in an "LI" (Light Industry) District, at 794 South Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block 629, Lot 67 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on March 26, 2019, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 309-2019, dated May 7, 2019, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being at 174 Miller Place, Hicksville, Town of Oyster Bay, New York, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That the Declarant, CHIEF DOG, INC., shall strictly comply with the terms and conditions of the Camp Franchise Agreement, between HOUNDS TOWN USA, as Franchisor, and MARIA GUILLEN, as Franchisee, for Territory #NY044, with an effective date of February 10, 2011, which Agreement, including the Attachments thereto and the Franchisor's Operations Manual referred to is incorporated herein by reference.

2. That in the event the Camp Franchise Agreement referred to in Paragraph 1 hereof shall be terminated, Declarant, CHIEF DOG, INC. and/or any other operator of the animal boarding and grooming facility agrees to continue to abide by the standards contained therein, including, but not limited to, the training of personnel and the conduct of the facility at the premises.

3. That the hours of operation for the subject facility shall be Monday through Friday from 6:00 a.m. until 8:00 p.m., Saturday from 8:00 a.m. until 8:00 p.m., and Sunday from 8:00 a.m. until 11:00 a.m., with no pets permitted within the outdoor play area in the overnight

Reviewed By
Office of Town Attorney

Tom McAdams

period between closing time and 7:00 a.m. Monday through Friday and 7:30 a.m. on Saturday and Sunday, and this overnight period being strictly limited to sleep for animals being boarded within the premises.

4. That the maximum number of dogs to be boarded during any one overnight period shall be forty-two (42).

5. That the only animals that will be present at the facility shall be domestic dogs, whose vaccination status is current and whose license is in effect at the time.

6. No outdoor dog-walking shall occur on the premises.

7. Dogs shall not be allowed outside the building, at any time, except when arriving or departing the facility, and at those times the dogs must be leashed.

8. The arrival and departure of animals at the subject facility shall be closely monitored by Declarants to prevent the occurrence of barking dogs or any other circumstance that creates nuisance for neighboring residents.

9. Animal wastes shall be promptly placed into a covered container and shall be properly disposed of in a timely manner, at least three times weekly, so as to prevent any discernible odors outside the subject facility.

10. Construction within the subject facility shall include sound-attenuating construction (e.g., baffling and special wallpaper) to prevent the transmission of interior noise to the building exterior.

11. That there shall be no neon lighting on the premises.

12. That all driveway and parking areas shall be paved and maintained in good repair at all times and shall be provided with proper storm water drainage.

13. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials.

14. That all shrubs, trees and landscaping on the premises shall be continually maintained in good and healthy condition and replaced when necessary.

15. That any and all signs that are to be erected and maintained are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

16. That there shall be installed and properly maintained a fully automatic sprinkler system, if required by the Fire Marshal of Nassau County. Adherence to all applicable laws shall satisfy this condition.

17. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the below listed four (4) plans prepared by Edward J. Bolzan, R.A., The Hart Group, Lindenhurst, NY, reviewed in accordance with Section 246-6, "Site Plan

Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated September 5, 2018, and approved by the Town Board of the Town of Oyster Bay, including any and all amendments that the Town Board may have required to said plans. Any major modifications to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution. If a proposed modification is deemed minor, the Commissioner will have final approval of same. The plans are as follows:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>DATE</u>
G-100	GENERAL NOTES, DETAILS & SITE PLAN	Edward J. Bolzan, Jr., R.A.	08/20/18
A-100	FIRST FLOOR PLAN & ADA TOILET PLAN	Edward J. Bolzan, Jr., R.A.	08/20/18
A-200	SECTION A-A, ELEVATIONS & DETAIL	Edward J. Bolzan, Jr., R.A.	08/20/18
L-100	GENERAL BUILDING LAYOUT	Edward J. Bolzan, Jr., R.A.	08/20/18

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

19. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate and the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

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

SCHEDULE A

ALL that certain lot, piece or parcel of land, situated, lying and being at Hicksville, Town of Oyster Bay, County of Nassau, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the new westerly side of Broadway (Route 107) at the southeasterly corner of the herein described

premises which is also the northwesterly corner of Lot No. 72 in Block 629, in Section 46 of the Nassau County Land and Tax Map;

RUNNING THENCE North 80 degrees 20 minutes 52 seconds West along the northerly line of Lot No. 7, a distance of 410.63 feet;

THENCE North 4 degrees 28 minutes 35 seconds East along the easterly line of Lot No. 4, a distance of 184.35 feet;

THENCE South 80 degrees 20 minutes 52 seconds East and through part of Lot No. 5, a distance of 296.84 feet to the new westerly side of Broadway (Route 107);

THENCE South 25 degrees 44 minutes 08 seconds East along the new westerly side of Broadway (Route 107) a distance of 225.21 feet to the point or place of BEGINNING;

SAID premises are known and described as Section 46, Block 629, Lot 67 on the Land and Tax Map of the County of Nassau.

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

794 SOUTH BROADWAY MANAGEMENT, LLC, Fee Owner

BY: _____
Managing Member

CHIEF DOG, INC., Lessee

BY: _____
President

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

On the day of in the year 2019 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the day of in the year 2019 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Meeting of May 7, 2019

Resolution No. 310-2019

WHEREAS, by Resolution No. 771-2018, adopted on December 11, 2018, the Town Board authorized the Department of Community and Youth Services to retain Maria McEvoy, 46 Honeysuckle Court, Melville, N.Y. 11747, as a Yoga Instructor for the Senior Citizen Services Program, from January 1, 2019 through December 31, 2019, at a cost of \$30.00 per hour, in an amount not to exceed \$7,980.00; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department -of Community and Youth Services, by memorandum dated April 4, 2019, detailed Ms. McEvoy's request for a \$10.00 per hour increase in her hourly rate; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department -of Community and Youth Services, by said memorandum dated April 4, 2019, recommended and requested Town Board authorization to grant said request for a \$10.00 per hour increase in Ms. McEvoy's hourly rate for her services as a Yoga Instructor, and to authorize the Office of the Comptroller to issue payments to Maria McEvoy, at the new hourly rate of \$40.00 per hour for the remainder of calendar year 2019, in an amount not to exceed the original approved amount of \$7,980.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Resolution No. 771-2018, adopted on December 11, 2018, is hereby amended, and the Office of the Comptroller is hereby authorized to issue payments to Maria McEvoy, at the new hourly rate of \$40.00 per hour for the remainder of calendar year 2019, in an amount not to exceed the original approved amount of \$7,980.00.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

4

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

April 4, 2019

TO: Memorandum Docket

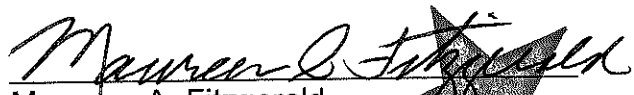
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services

SUBJECT: Amendment to Town Board Resolution No. 771-2018

Town Board Resolution No. 771-2018, dated December 11, 2018 authorized the Department of Community & Youth Service to retain the professional services of Maria McEvoy as a Yoga Instructor for the Senior Citizen program. In addition, the Resolution authorized Maria to be paid at a rate of \$30.00 per hour for an amount not to exceed \$7,980.00.

Ms. McEvoy has requested a \$10.00 per hour increase in her rate per hour. The Department is requesting that the Town Board grant the additional \$10.00 per hour with the amount not to exceed remaining \$7,980.00.

It is, therefore, respectfully requested that the Town Board amend Town Board Resolution No. 771-2018, to authorize the Office of the Comptroller to issue payments to Maria McEvoy for \$40.00 per hour, for the remainder of the year, in an amount not to exceed the original \$7,980.00.


Maureen A. Fitzgerald
Commissioner

MAF:iw
cc: Town Attorney (+7 copies)
Attachment

Reviewed By
Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated November 15, 2018, requested Town Board authorization to retain the professional services of Maria McEvoy, 46 Honeysuckle Court, Melville, N.Y. 11747, as a Yoga Instructor for the Senior Citizen Services Program, from January 1, 2019 through December 31, 2019, at a cost of \$30.00 per hour, in an amount not to exceed \$7,980.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Community and Youth Services is hereby authorized to retain Maria McEvoy, as a Yoga Instructor for the Senior Citizen Services Program, from January 1, 2019 through December 31, 2019, at a cost of \$30.00 per hour, in an amount not to exceed \$7,980.00; and be it further

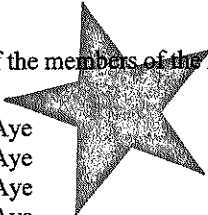
RESOLVED, That the Comptroller is hereby authorized and directed to make payment upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. CYS A 7020 47660 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services



At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in said Town, on May 7, 2019, at 7:00 P.M., Prevailing Time.

PRESENT:

- Supervisor Saladino

Supervisor
- Councilman Muscarella

Councilman
- Councilman Macagnone

Councilman
- Councilman Imbroto

Councilman
- Councilman Hand

Councilman
- Councilman Labriola

Councilman
- Councilman

_____:


In the Matter of the Increase and Improvement
of the Facilities of the Town of Oyster Bay
Plainview Water District in the Town of
Oyster Bay, Nassau County, New York.

_____:

Resolution No. 311A-2019

PUBLIC INTEREST ORDER

WHEREAS, the Town Board of the Town of Oyster Bay, Nassau County, New York, has been presented with an amended petition, dated March 26, 2019, executed by a majority of the duly elected Water District Commissioners of the Plainview Water District, pursuant to Section 216 of the Town Law, requesting the increase and improvement of the facilities of the Plainview Water

Reviewed By
Office of Town Attorney


District in said Town, consisting of the design, engineering and construction of a combined Nitrate/Perchlorate Treatment Facility at Plant No. 4, and incidental expenses in connection therewith, and

WHEREAS, said District has prepared a map, plan and report, including an estimate of cost, relating to said increase and improvement of facilities of said Plainview Water District, in form and substance acceptable to the Town Board; and

WHEREAS, the map, plan and report is in the form of a report from H2M Architects & Engineering ("H2M"), engineers duly licensed in the State of New York, entitled "January 2019 Bond Report", as amended by a letter from H2M dated March 25, 2019; and

WHEREAS, the \$6,895,200 estimated maximum cost of such increase and improvement of facilities is to be borne by the Plainview Water District under a proposed issuance of up to \$6,895,200 of bonds of the Town (which amount of bonds to be issued will be reduced by any grant monies received, currently expected in the amount of \$2,626,200); and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within said Plainview Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared on behalf of the Plainview Water District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement and it has been determined that such increase and improvement will not result in any significant environmental effects; and

WHEREAS, at a meeting of said Town Board duly called and held on April 16, 2019, an order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of the Town of Oyster Bay Plainview Water District in said Town at an estimated maximum cost of \$6,895,200 and to hear all persons interested in the

subject thereof concerning the same at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on May 7, 2019, at 7:00 P.M., Prevailing Time; and

WHEREAS, said order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; and NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to increase and improvement of the facilities of the Town of Oyster Bay Plainview Water District in said Town, consisting of the design, engineering and construction of a combined Nitrate/Perchlorate Treatment Facility at Plant No. 4, including incidental expenses in connection therewith, at an estimated maximum cost of \$6,895,200.

Section 2. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

<u>Supervisor Saladino</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Muscarella</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Macagnone</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilwoman Johnson</u>	<u>VOTING</u>	<u>ABSENT</u>
<u>Councilman Imbroto</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Hand</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Labriola</u>	<u>VOTING</u>	<u>AYE</u>

The order was thereupon declared duly adopted.

* * *

Cc: Supervisor

Town Attorney

Comptroller

Finance

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on May 7, 2019, at 7:00 P.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino

Councilman Muscarella

Councilman Macagnone

Councilman Imbroto

Councilman Hand

Councilman Labriola

ABSENT: Councilwoman Johnson

The following resolution was offered by Councilman Muscarélla who moved its adoption, seconded by Councilman Macagnone, to-wit:

BOND RESOLUTION DATED MAY 7, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$4,269,000 BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO PAY A PORTION OF THE \$6,895,200 ESTIMATED MAXIMUM COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE TOWN OF OYSTER BAY PLAINVIEW WATER DISTRICT IN THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an order dated May 7, 2019, said Town Board has determined it to be in the public interest to increase the facilities of the Town of Oyster Bay Plainview Water District in the Town of Oyster Bay, Nassau County, New York, at an estimated maximum cost of \$6,895,200; and

WHEREAS, it is now desired to provide funding for such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. For the class of objects or purposes of paying costs of the increase and improvement of the facilities of the Town of Oyster Bay Plainview Water District in said Town, consisting of the design, engineering and construction of a combined Nitrate/Perchlorate Treatment Facility at Plant No. 4, and incidental expenses in connection therewith, there are hereby authorized to be issued \$4,269,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$6,895,200 and that the plan for the financing thereof is by the issuance of the \$4,269,000 bonds of said Town authorized to be issued pursuant to this bond

REVIEWED BY
Office of Town Attorney
John P. McHale

resolution and grant monies currently expected to be received in the amount of \$2,626,200, or the provision of other funds of the Plainview Water District in substitution therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision one of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within such Plainview Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Oyster Bay, Nassau County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for

the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which is effective immediately pursuant to Section 35.00(b)(2) of the Local Finance Law, shall be published in summary in Newsday, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,
which resulted as follows:

<u>Supervisor Saladino</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Muscarella</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Macagnone</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilwoman Johnson</u>	<u>VOTING</u>	<u>ABSENT</u>
<u>Councilman Imbroto</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Hand</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Labriola</u>	<u>VOTING</u>	<u>AYE</u>

The resolution was thereupon declared duly adopted.

* * *

Cc: Supervisor

Town Attorney

Comptroller

Finance

Meeting of May 7, 2019

Resolution No. 312-2019

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated April 24, 2018, has stated that he filed the 2018 Annual Financial Report of the Town of Oyster Bay with the New York State Comptroller, and will file a copy thereof in the Office of the Town Clerk by May 1, 2019; and

WHEREAS, Steven C. Ballas, Town Comptroller, by memorandum dated May 1, 2019, has recommended Town Board authorization for the Town Clerk to publish a legal notice stating that a copy of the 2018 Annual Financial Report of the Town of Oyster Bay is on file in the Office of the Town Clerk, and is available for public inspection and copying,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Town Clerk is hereby authorized and directed to publish a legal notice stating that a copy of the 2018 Annual Financial Report of the Town of Oyster Bay is on file in the Office of the Town Clerk and is available for public inspection and copying.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, That the Comprehensive Annual Financial Report of the TOWN OF OYSTER BAY, for the period beginning January 1, 2018 and ending on December 31, 2018, has been performed by the Office of the Comptroller, and that the Comprehensive Annual Financial Report has been filed in the Office of the Town Clerk, where it is available as a public record for inspection by all interested persons. Pursuant to Section 35 of the General Municipal Law, the governing board of the Town of Oyster Bay may, in its discretion, prepare a written response to the Comprehensive Annual Financial Report by the Office of the Town Comptroller and file any such response in the Office of the Town Clerk, as a public record for inspection by all interested persons, not later than July 7, 2019. TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA JR., Town Clerk. Dated: May 7, 2019.

Reviewed By
Office of Town Attorney

20
TOWN OF OYSTER BAY

Inter-Departmental Memo

May 1, 2019

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER

Subject: PREPARATION AND FILING OF THE 2018 ANNUAL FINANCIAL
REPORT OF THE TOWN OF OYSTER BAY

In accordance with Section 30 of the General Municipal Law and Resolution of the Town Board dated December 18, 1962, I, on behalf of the Town of Oyster Bay, filed with the New York State Comptroller the 2018 Annual Financial Report of the Town of Oyster Bay, on or before April 30, 2019.

Further, in accordance with Section 29, subdivision 10-a of the Town Law, I filed with the Town Clerk, on or before May 1, 2019 the 2018 Annual Financial Report of the Town of Oyster Bay. In accordance with said law, I will recommend the Town Board at its meeting of May 7, 2019, by resolution, authorize the Town Clerk to publish a legal notice stating that a copy of the 2018 Annual Financial Report of the Town of Oyster Bay is on file in the Town Clerk's Office and is available for public inspection and copying.



STEVEN C. BALLAS
COMPTROLLER

SCB:RPP

cc: Town Attorney (7)
IAD (AFR File)
Reading File

afv docket item

WHEREAS, pursuant to Resolution No. 479-2004 adopted on July 13, 2004, the Town purchased the property located in the hamlet of Oyster Bay, identified as 99-99 Sheet 135 Parcel 27-105 from the Long Island Rail Road for \$1.00; and

WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated May 1, 2019, request Town Board authorization, for the Office of the Town Attorney to file a deed and other appropriate paperwork with the County of Nassau with respect to the property and to pay fees related thereto in the amount not to exceed \$970.00 (\$355.00 to the Nassau County Department of Assessment and \$615.00 to the Nassau County Clerk) with the funds for said payment to be withdrawn from Account No. TWN A 1989 47900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to file a deed and other appropriate paperwork with the County of Nassau with respect to the property and to pay fees related thereto in the amount not to exceed \$970.00 (\$355.00 to the Nassau County Department of Assessment and \$615.00 to the Nassau County Clerk) with the funds for said payment to be withdrawn from Account No. TWN A 1989 47900 000 0000; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, after audit.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

21

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: OFFICE OF THE TOWN ATTORNEY

DATE: May 2, 2019

SUBJECT: Deed Filing Fees
99-99
Sheet 135
Parcel 27-105

Pursuant to Resolution No. 479-2004 adopted on July 13, 2004, the Town purchased the above referenced parcel located in the hamlet of Oyster Bay from the Long Island Rail Road for \$1.00, payment waived.

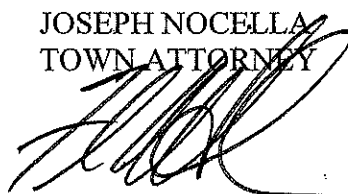
The Town must file a deed and other appropriate paperwork with respect to the property with the County of Nassau. The total filing fees amount to \$970.00, payable as follows: \$355.00 to the Nassau County Department of Assessment and \$615.00 to the Nassau County Clerk.

It is respectfully requested that the Town Board authorize the Office of the Town Attorney to pay the above filing fees on the property with funds to be drawn from Account No. TWN A 1989 47900 000 0000.

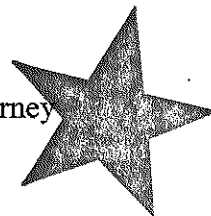
Submitted herewith is the resolution for the request.

Accordingly, kindly suspend the rules and place this item on the May 7, 2019 Town Board action calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Frank M. Scalera
Chief Deputy Town Attorney



FMS:nb
Attachment
cc: Town Attorney (w/7 copies)

Meeting of May 7, 2019

Resolution No. 314-2019

WHEREAS, Elizabeth Kaye, Clerk/Treasurer, Incorporated Village of Laurel Hollow, by letter dated April 25, 2019, requested renewal of the Inter-municipal Agreement under which the Town provides highway cleaning services to said Village; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 29, 2019, recommended that the Town renew the Inter-municipal Agreement with the Incorporated Village of Laurel Hollow, for highway cleaning services, , for the period July 1, 2019 through and including June 30, 2020; 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 based upon prevailing wages for equipment and labor that the Town deems applicable at the time services are rendered; and

WHEREAS, the Village will be responsible for the disposal of all debris generated,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-municipal Agreement with the Incorporated Village of Laurel Hollow, for highway cleaning services, for the period July 1, 2019 through and including June 30, 2020.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

7MS
Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : May 2, 2019
SUBJECT: Inter-municipal Agreement with the Incorporated Village of Laurel Hollow for Highway Cleaning Services

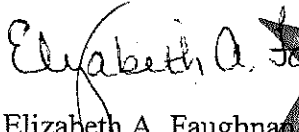
Elizabeth Kaye, Clerk/Treasurer of the Incorporated Village of Laurel Hollow, by letter dated April 25, 2019, requested renewal of the Inter-municipal Agreement under which the Town provides highway cleaning services to said Village.

Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 29, 2019, recommended that the Town extend the Inter-municipal Agreement with the Incorporated Village of Laurel Hollow for highway cleaning services, through June 30, 2020. 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, and based upon prevailing wages for equipment and labor that the Town deems applicable at the time services are rendered. The Village will be responsible for the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement, and a Town Board Resolution authorizing same.

Kindly suspend the rules and add this item to the May 7, 2019 Town Board calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Enclosure
GS 4882 (Pro Law)
cc: Town Attorney (w/10 copies)

INTER-MUNICIPAL AGREEMENT

DATED: _____, 2019

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",

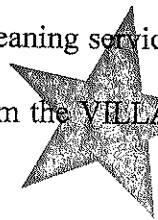
WITNESSETH:

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 based upon the prevailing wages and equipment rates utilized at the time such services are requested.

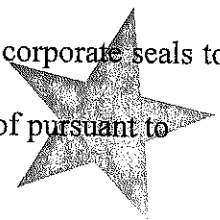
FOURTH: The hourly rates payable in the above Paragraph Third will be charged from the time the equipment leaves the Town facility where it is stored, to the time it returns to the facility. In the event that any work is performed on overtime, the VILLAGE shall pay the Town the above equipment rates, 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, and a copy of said notice shall be sent by regular mail to the Town Clerk or Village Clerk, as the case may be.

SEVENTH: This agreement shall commence on July 1, 2019 and terminate on June 30, 2020, 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.

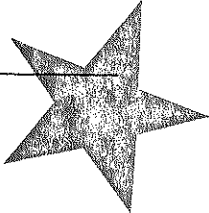
REVIEWED:

Elizabeth A. Taughman
Deputy Town Attorney

TOWN OF OYSTER BAY

BY: _____
Supervisor

INCORPORATED VILLAGE OF
LAUREL HOLLOW

BY: _____ 

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

On this _____ day of _____, 2019, before me personally came _____, to me known, who, being by me duly sworn, did depose and say; that he is the _____ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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

On this _____ day of _____, 2019, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ County, New York, that he is the _____ of the INCORPORATED VILLAGE OF LAUREL HOLLOW, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

1112

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

1112

April 29, 2019

TO: TOWN ATTORNEY

FROM: RICHARD W. LENZ, P. E., COMMISSIONER OF DPW/HIGHWAY

SUBJECT: INTER-MUNICIPAL AGREEMENT
INCORPORATED VILLAGE OF LAUREL HOLLOW
HIGHWAY CLEANING SERVICES

Elizabeth Kaye, Clerk/Treasurer of the Incorporated Village of Laurel Hollow, by letter dated, April 25, 2019 has requested renewal of the inter-municipal agreement under which the Town of Oyster Bay provides highway cleaning services to said Village.

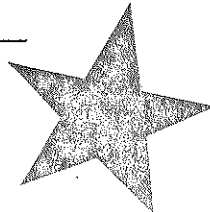
Richard W. Lenz, P. E., Commissioner of the Department of Public Works/Highway has recommended that the Town extend the inter-municipal agreement with the Incorporated Village of Laurel Hollow for highway cleaning services through June 30, 2020.

The Town will provide said service to the Village on request, subject to the availability of equipment. The Village will pay the Town based on prevailing wage and equipment rates will be utilized at the time services are requested.

Attached herewith is the prior resolution 354-2018, which extended this agreement through to June 30, 2019.



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

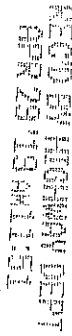


RWL/km

Att.

CC: John P. Bishop, Deputy Commissioner of Highway

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



April 25, 2019

Office of the Town Attorney
Town of Oyster Bay
Town Hall North
54 Audrey Avenue
Oyster Bay, NY 11771

ATT: Carol Ann Strafford, Legislative Affairs

Re: Highway Cleaning Services Agreement

Dear Ms. Strafford:

I am the Clerk/Treasurer for the Village of Laurel Hollow. The Intermunicipal Agreement with the Town expires June, 2019 and the Board authorized me to notify the Town of its interest to renew.

It is understood that prevailing wage and equipment rates will be utilized at the time services are requested.

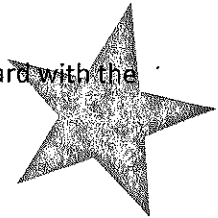
Would you please have this matter placed on the Town Board's agenda to move forward with the renewal? The Village Board meets next on May 8th.

Thank you for your assistance.

Sincerely,

Elizabeth Kaye

Elizabeth Kaye
Clerk/Treasurer



WHEREAS, The PGA Tour's PGA Tour will be conducting its 101st PGA Championship at Bethpage State Park's Black Course from Thursday, May 16, 2019 through Sunday, May 19, 2019. Preliminary practice rounds are scheduled at the course from Monday May 13, 2019 through Wednesday, May 15, 2019;

WHEREAS, an influx of tens of thousands of spectators, participants, volunteers and media are expected to be on and around the course during the multi-day event. The PGA's website indicates that tickets are sold out for the Rounds 3 and 4, on Saturday and Sunday, respectively; and

WHEREAS, the visiting tournament participants and guests will severely strain the area's existing cell signal transmission infrastructure and overloaded circuits may potentially cause cellphone service outages or otherwise affect the quality and availability of cell phone services during the event, especially during the weekend when the PGA expects maximum spectator traffic. An overloaded system could affect normal cellphone voice and data service to residents of the areas surrounding Bethpage State Park, but also has the potential to effect emergency calls; and

WHEREAS, PGA Tournament Corporation, Inc. has agreed to enter into a License Agreement with the Town to use of a portion of the Town's Solid Waste Disposal Complex at neighboring 101 Bethpage-Sweet Hollow Road in Old Bethpage to erect a temporary communications tower to provide additional capacity. The tower will be erected in compliance with Town Code on a portion of the Solid Waste Disposal Complex designated by the Departments of Public Works and will be removed on or before May 24, 2019. The tower will be erected, operated, maintained and removed by the PGA Tournament Corporation, Inc. at no cost to the Town; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated April 29, 2019, recommended that the Town enter into an agreement with PGA Tournament Corporation, Inc. to permit PGA Tournament Corporation, Inc. to install a temporary antenna at Town's Solid Waste Disposal Complex in order to temporarily increase cellular capacity; and

WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memoranda dated April 30, 2019 recommended that the Supervisor or his designee be authorized and directed to execute the above referenced License Agreement with PGA Tournament Corporation, Inc., and any other documentation necessary to effectuate the purpose of this resolution; and


NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized and directed to execute the above referenced License Agreement with PGA Tournament Corporation, Inc. for the construction of a temporary communications tower at the Town's Solid Waste Disposal Complex at 101 Bethpage-Sweet Hollow Road in Old Bethpage, at no cost to the Town, to be removed by PGA Tournament Corporation, Inc. on or before May 24, 2019.

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Nay
Councilwoman Johnson	Absent
Councilman Imbroto	Nay
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

Reviewed By
Office of Town Attorney


Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

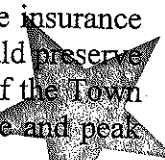
FROM: Office of the Town Attorney

DATE: April 30, 2019

SUBJECT: License Agreement with PGA Tournament Corporation, Inc. for use of a designated portion of Bethpage Solid Waste Disposal Facility for temporary communications tower

From May 13, 2019 through May 19, 2019, The PGA Tour will be presenting its 101st PGA Championship, to be held at the world-renowned Black Course at Bethpage State Park. The professional golfer's tournament event will commence on Thursday, May 16th and continue for four daily rounds until its conclusion on Sunday, May 19th. Pre-tournament practice rounds are scheduled for May 13, 14 and 15, 2019.

The Bethpage course previously hosted the PGA's US Open in 2002 and 2009. As in the case of these prior PGA tournaments, the PGA Championship tournament is expected to draw tens of thousands of spectators, participants, volunteers and media from throughout the United States and a potentially worldwide television audience. Spectator tickets for the two weekend rounds have been "sold out." In the experience of the PGA in operating similar events throughout the year throughout the United States, the influx of spectators, participants, volunteers and media for such events often places a burden on wireless and cell phone communications in the area of the host golf course. This could potentially impact normal cellular service expected by our residents each day and, potentially, emergency calls. In order to process the anticipated substantial increase in cellular communications traffic, we recommend entering into a license agreement with the PGA wherein the PGA would erect a temporary communications tower on the premises of the Town's Solid Waste Disposal Complex at neighboring 101 Bethpage-Sweet Hollow Road in Old Bethpage. The construction location within the Complex has been designated by the Commissioner of the Department of Public Works/Highways. Construction of the tower will be in compliance with the provisions of the Town Code. It is anticipated that the tower will be active and in place for approximately three weeks before it is removed on or before May 24, 2019. The tower will be erected, operated, maintained and removed at no cost to the Town. The PGA will maintain appropriate insurance coverage in connection with the tower. It is anticipated that this temporary tower would preserve the present level of daily (and potential emergency) cell service in the communities of the Town directly adjacent to Bethpage State Park during the multiple days of peak attendance and peak use.



It is requested that the rules be suspended and this matter be placed on the May 7, 2019 calendar for action.

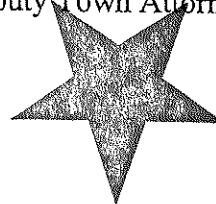
JOSEPH NOCELLA
TOWN ATTORNEY



Paul S. Ehrlich
Deputy Town Attorney

PSE:ba
Attachment
2019-7110
cc: Town Attorney w/7copies

S:\Attorney\RESOS 2019\MD & RESO\PGA-BethpageTowerLicense.PSE.docx



FE

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

April 29, 2019

TO: Joseph Nocella, Town Attorney

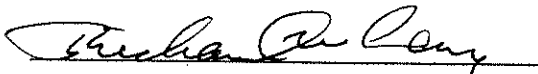
FROM: Richard W. Lenz, P.E., Commissioner, Public Works/Highways

SUBJECT: PGA CELL TOWER DOCUMENTS

It is hereby requested that the Town Attorney obtain the necessary documents from the PGA for the use of the Old Bethpage Solid Waste Disposal Complex for temporary cell tower installations on Town of Oyster Bay property for the upcoming PGA Golf Tournament.

Therefore, it is requested that the Town Attorney contact the PGA to obtain the proper certificate of insurances and hold harmless agreement listing the Town of Oyster Bay as additional insured.

If you have any questions, please contact the undersigned at extension 5125.


Richard W. Lenz, P.E., Commissioner
Department of Public Works/Highways

RWL:ew





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2019

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 Arthur J. Gallagher Risk Management Services, Inc. 15 South Main Street, Suite 900 Greenville SC 29601		CONTACT NAME: PHONE (A/C, No, Ext): 864-239-0544 FAX (A/C, No): 864-239-2435 E-MAIL ADDRESS:	
INSURED PGA Tournament Corporation, Inc. 100 Avenue of the Champions Palm Beach Gardens, FL 33418		INSURER(S) AFFORDING COVERAGE INSURER A : National Casualty Company INSURER B : Philadelphia Indemnity Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
PGAFAM-01		NAIC # 11991 18058	

COVERAGES CERTIFICATE NUMBER: 797611173 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	
B	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y	Y	PHPK1841685	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000					
	<input type="checkbox"/>		MED EXP (Any one person)	\$ 15,000					
	<input type="checkbox"/>		PERSONAL & ADV INJURY	\$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 3,000,000
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 3,000,000
<input type="checkbox"/>	OTHER:								\$
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	Y	Y	PHPK1841685	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO	BODILY INJURY (Per person)	\$					
	<input type="checkbox"/>	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$					
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$					
<input type="checkbox"/>									\$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	XKO0000007488200	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/>	DED <input type="checkbox"/>	RETENTION \$					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	Y	WCN33081308	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Oyster Bay is included as Additional Insured on the General Liability policy, as per endorsement #CG 20 26 07 04.

CERTIFICATE HOLDER	CANCELLATION
Town of Oyster Bay Attn: Paul S Ehrlich, Esq 54 Audrey Avenue Oyster Bay NY 11771 Reviewed By Office of Town Attorney 	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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG2026 BLANKET ADDITIONAL INSURED

POLICY NUMBER: PHPK1841685

COMMERCIAL GENERAL LIABILITY

CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization other than a joint venture whom you are required to add as an additional insured on this policy under a written contract or agreement provided that the contract or agreement is in effect during this policy period or is executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury".

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

All other terms and conditions of this Policy remain unchanged.


Reviewed By
Office of Town Attorney


7MS
Reviewed By
Office of Town Attorney
Ralph J. Healy

WHEREAS, Jennifer A. Casey, Spring Fair Chair 2019, East Woods School, Inc., 31 Yellow Cote Road, Oyster Bay, New York 11771, by letter dated May 2, 2019, requested the use of eighty (80) complete barricades and sixty (60) traffic cones, free of charge, to be delivered on May 17, 2019 and picked up on May 20, 2019, for the School's Annual Spring Fair, to be held on May 18, 2019, with a rain date of May 19, 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 6, 2019, advised he has no objection to providing East Woods School, Inc. with eighty (80) complete barricades and sixty (60) traffic cones, free of charge, to be delivered on May 17, 2019 and picked up on May 20, 2019, for the School's Annual Spring Fair, to be held on May 18, 2019, with a rain date of May 19, 2019; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Highway Department is hereby authorized to provide the East Woods School, Inc. with eighty (80) complete barricades and sixty (60) traffic cones, free of charge, to be delivered on May 17, 2019 and picked up on May 20, 2019, for the School's Annual Spring Fair, to be held on May 18, 2019, with a rain date of May 19, 2019, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activities; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance in the amounts of \$1,000,000 for each occurrence, with a general aggregate of \$2,000,000 and naming the Town as an additional insured, in connection with the aforesaid activity.

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway
Public Safety

Meeting of May 7, 2019

Resolution No. 241-2019

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 25, 2019, recommended that the Town Board authorize a refund to be paid to Len Margolis, in the amount of \$500.00 for his facility use fee of Thomas Park, for an event which was canceled,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount of \$500.00 to Len Margolis from Account No. PKS A 0001 02410 000 0000, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller.

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Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks