

John Canning by
Vicki Spinelli, Dept.
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Reviewed By
Office of Town Attorney
[Signature]

Meeting of June 4, 2019

RESOLUTION P-11-19

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

Meeting of June 4, 2019

Resolution No. TF-10-2019

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
035-19	HWY	\$10,000.00	HWY DB 5110 41730 000 0000
			TO
		\$10,000.00	HWY DB 5110 25000 0000 0000
			FROM
	HWY	\$10,000.00	HWY DB 5110 41730 000 0000
			TO
		\$10,000.00	HWY DB 5110 41600 0000 0000
			FROM
036-19	CMP	\$1,000.00	CMP A 1315 41300 000 0000
			TO
		\$1,000.00	CMP A 1315 22000 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
Highway

Reviewed By
Office of Town Attorney


2A

TOWN OF OYSTER BAY
Inter-Departmental Memo

May 15, 2019

TO: MEMORANDUM DOCKET

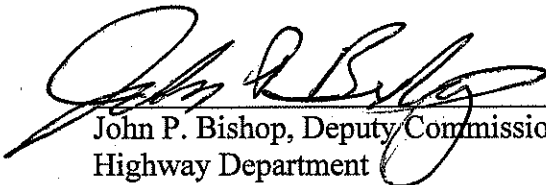
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> HWY DB 5110 41730 000 0000	ASPHALT	\$10,000.00
<u>To:</u> HWY DB 5110 25000 000 0000	EQUIPMENT	\$10,000.00
<u>From:</u> HWY DB 5110 41730 000 0000	ASPHALT	\$10,000.00
<u>To:</u> HWY DB 5110 41600 000 0000	MATERIALS AND SUPPLIES	\$10,000.00

This transfer is necessary to purchase one (1) Trash Pump, twenty (20) industrial pump hoses, one hundred (100) barricades with 8" rail and orange stripe (OSHA required).


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

May 22, 2019

To: MEMORANDUM DOCKET
From: STEVEN C. BALLAS, COMPTROLLER
Subject: TRANSFER OF FUNDS

Town Board authorization is hereby requested to transfer funds from the following account:

<u>Account No.</u>	<u>Object Description</u>	<u>Amount</u>
<u>From:</u> CMP A 1315 41300 000 0000	Office Supplies	\$1,000.00
<u>To:</u> CMP A 1315 22000 000 0000	Office Equipment	\$1,000.00

This transfer is necessary to cover expenses for the purchase of office equipment from the proper account.


STEVEN C. BALLAS
COMPTROLLER 

SCB:cmw

cc: Town Attorney (9)
Reading File

Meeting of June 4, 2019

Resolution No. 342-2019

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated May 10, 2019, recommended that the Town Board authorize payment of a refund in the amount of \$641.00 to Mr. Robin Powers, 352 Middletown Avenue, Wethersfield, Connecticut, 06109, for the payment of a building permit fee, Building Permit number R19000545, which was paid in error,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board authorizes payment of a refund to Mr. Robin Powers, in the amount of \$641.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

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

-#-

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

Supervisor 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

DATE: May 10, 2019
TO: MEMORANDUM DOCKET
FROM: ELIZABETH L. MACCARONE
COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
SUBJECT: RESIDENT REFUND – MR. ROBIN POWERS

Pursuant to the Code of the Town of Oyster Bay, this department issued a Building Permit Number R19000545 in the amount of \$741.00 minus the non-refundable \$100.00 fee. This permit was issued in error since the garage conversion was previously issued a Certificate of Occupancy Number A508110 on December 22, 2015. A copy of the Certificate of Occupancy is attached for your review.

Therefore, in light of the aforementioned facts, a six hundred forty one dollar (\$641.00) refund for the building permit fee associated with Building Permit Number R19000545 should be refunded to Mr. Robin Powers, 352 Middletown Avenue, Wethersfield, Connecticut 06109 under account number PAD B 0001 02555 000 0000.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM:TRZ:ds

cc: Town Attorney's office (w/7 copies)

April 4, 2019

Tim Zike
Deputy Commissioner
74 Audry Ave.
Town Hall Oyster Bay, NY 11771

Dear Tim,

Attached please find a letter i received from the town building department. As per the letter i am requesting a refund for the permit.

If you have any questions please contact me at 516.385.7781

Please mail refund to

Robin Powers
352 Middletown Ave.
Wethersfield, CT 06109

Thank you!

Sincerely,


Robin Powers





Further Information Required

Mail: Robin Powers 9 Vera Ave. Plainview, NY 11803 Permit(s) Number: R19000545	Premises: SAME Tenant (if applicable): <table> <tr> <td>Section:</td> <td>Block:</td> <td>Lot(s):</td> </tr> <tr> <td>47</td> <td>18</td> <td>12</td> </tr> </table>	Section:	Block:	Lot(s):	47	18	12
Section:	Block:	Lot(s):					
47	18	12					

Dear Sir/Madam,

We are unable to process the above referenced document(s) until we received the item(s) checked below:

Document(s) Required	Telephone #:	Comments:
Amended Building Construction Plans	Your Eng./Arch.	After further review of your file it was determined permit R19000545 was filed in error. The garage conversion was issued a CO #A508110 dated 12/22/15 & a permit was not required at the time your hot tub was installed. Please write a letter to Deputy Commissioner, Tim Zike to void out permit & issue you a refund minus the non-refundable application fee.
Original Engineer/Architect Certification	Your Eng./Arch.	
Building Inspection	(516) 624-6221	
Expired Building Permit/Renewal	(516) 624-6216	
Electrical Certificate of Approval	Your Electrician	
Plumbing Permit	(516) 624-6271	
Plumbing Inspection	(516) 624-6221	
Final Survey(s) #	Your Surveyor	
Nassau County Fire Marshal Approval:	(516) 572-1026	
Fire Alarm/Smoke Detection System		
Hood and Duct		
Automatic Fire Suppression System		
Final Supervision Affidavit	(516) 624-6216	
Elevator Certification	(516) 624-6358	
Concrete Certification	Your Engineer	
Steel Certification	Your Engineer	
Nassau County Board of Health Approval	(516) 571-3410	
Sewer Certificate of Approval	Your Plumber	
Cesspool Approval	Your Plumber	
Fire Sprinkler Test Approval	Your Plumber	
Flame Spread Certifications:		
Carpet	Your Supplier	
Floor	Your Supplier	
Walls	Your Supplier	
Ceiling	Your Supplier	
T.O.B. Engineer and Drainage Approval	(516) 624-6246	
T.O.B. Highway Approval and Tree Preservation	(516) 677-5888	
ZBA Compliance	(516) 624-6232	
Park Fees	(516) 624-6150	
Code Compliance Bureau Approval	(516) 624-4805	
X-Ray/Physicist Report Approval	(516) 571-3410	
Additional Permits	(516) 624-6271	
Public Assembly License Approval	(516) 624-6282	
Landscaping Inspection and Approval	(516) 624-6249	
Department of Agriculture	(212) 488-4820	
Final Fee	(516) 624-6219	

TOWN OF OYSTER BAY

ITEM 3 OF 3

\$100 CREDIT RECEIPT

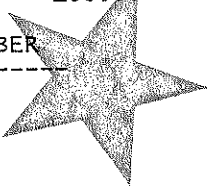
RECEIPT # : 01000450245
RECEIPT DATE : 01/22/2019

PRINT DATE : 04/23/2019
PRINT TIME : 15:38:31
OPERATOR : klebrigh
COPY # : 1

RECEIVED BY : SG
REC'D. FROM : ROBIN POWERS

CASH DRAWER: 01

CUSTOMER ID	ITEM	PAYMENT
1.000	\$100.00 \$100 CREDIT	-100.00
TOTAL		-100.00
METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	641.00	169
TOTAL RECEIPT :	641.00	



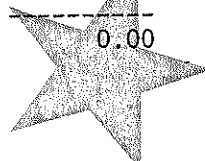
TOWN OF OYSTER BAY

! ITEMS OF 3

PERMIT RECEIPT

OPERATOR: klebrigh
COPY # : 1Sec:47 Twp:Oyster B Rng: Sub: Blk:18 Lot:12
SBL 47-18-12DATE ISSUED.....: 01/22/2019
RECEIPT #.....: 01000450245
REFERENCE ID #: 18110573Permit Num: R19000545
SITE ADDRESS: 9 VERA AVE
SUBDIVISION:
CITY: PLAINVIEW
IMPACT AREAOWNER: ROBIN POWERS
ADDRESS: 9 VERA AVE
CITY/STATE/ZIP: PLAINVIEW, NY 11803RECEIVED FROM: ROBIN POWERS
CONTRACTOR: MAINTAIN LIC # MAINTAIN
COMPANY: MAINTAIN
ADDRESS:
CITY/STATE/ZIP: ,
TELEPHONE

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BLDG FEE	VALUATION	8,312.00	588.00	0.00	588.00	0.00
B-CO	VALUATION	8,312.00	153.00	0.00	153.00	0.00
TOTAL PERMIT :			741.00	0.00	741.00	0.00



516 269-9144
ROBIN M POWERS
9 VERA AVE
PLAINVIEW NY 11803
269-9144

08-16

THN

169

15-172549
204

11/14/19

Date

Pay to the
Order of

Town of Oyster Bay

\$ 641.00

Six hundred forty-one dollars

Dollars



Bank

America's Most Convenient Bank®

Robin M. Powers

For 18110573

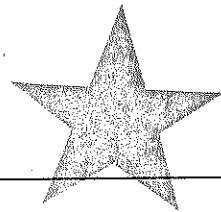
Account:
Amount: 641.00
PostDate: 20190122
Tran_ID: 730394781
CheckNum: 169
DIN: 730395876
ReturnReasonDescription:
ECEItemSeqNum: 0054707722

For Deposit Only
Town of Oyster Bay
6824008764

>0650000090<
CAPITAL ONE, NA
0054707722 01222019
RICHMOND, VA 137 23
Deposit 6824008764

01000450044

Account:
Amount: 641.00
PostDate: 20190122
Tran_ID: 730394781
CheckNum: 169
DIN: 730395876
ReturnReasonDescription:
ECEItemSeqNum: 0054707722



ROBIN M POWERS

08-15

18110573 THIV

159

9 VERA AVE
PLAINVIEW NY 11803

19-172/540
204

566-385-7781

11/26/14

Date

Pay to the
Order of

TOWN OF OYSTER BAY

\$ 100.00

one hundred dollars

Dollars



ATM
Safe
Deposits
Outside of Bank



Bank

America's Most Convenient Bank®

John Pinner

AP

For

7159

Account:

Amount: 100.00

PostDate: 20181126

Tran_ID: 709856246

CheckNum: 159

DIN: 709856746

ReturnReasonDescription:

ECEItemSeqNum: 0081658468

>065000090<
CAPITAL ONE, NA
0081658468 11262018
RICHMOND, VA 104 23
Deposit 6824008764

For Deposit ONLY
TO THE ORDER OF
TOWN OF OYSTER BAY
FOR DEPOSIT ONLY
6824008764 TOWN OF OYSTER BAY
8324008764
74 AUDREY AVE 1ST FLOOR
01000448639

Account:

Amount: 100.00

PostDate: 20181126

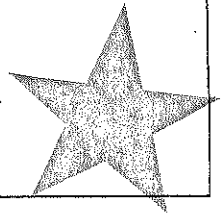
Tran_ID: 709856246

CheckNum: 159

DIN: 709856746

ReturnReasonDescription:

ECEItemSeqNum: 0081658468





Certificate of Occupancy

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

No. A508110

12/22/2015

Property Owner Information			
ROBIN POWERS, 9 VERA AVENUE PLAINVIEW, NY 11803			
Property Information		School District	
Plainview		Section Block Lot(s)	
		47-18-12	
Zone		R1-7	
Located on		Side of	
S		VERA DR	
Feet		289.26	
W		SEBREE PL	
Address of Installation		9 VERA AVENUE PLAINVIEW, NY 11803	
Post Office		PLAINVIEW	

Appl. No.	Permit No.	Permit Date	Receipt No.	ZBA No.	ZBA Date	Town Board No.	Date	CA No.	Elec No.
12100135	R12004558	12/12/2012	01000407337						

Work Completed

R12004558-A 10' x 22.75' garage conversion to "habitable space".

This certifies that the above construction conforms with the approved plans and codes of the Town of Oyster Bay and the New York State Fire Prevention and Building Code.

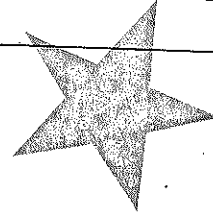
Frederick P. Ippolito

Initials

Commissioner, Department of Planning and Development

~~35137~~
14936

PR



TOWN OF OYSTER BAY

CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID # ☐ SOCIAL SECURITY # ☒

AIMANT'S NAME

Robin Powers

CONTRACT #

ORDER #

AIMANT'S ADDRESS

352 Middletown Avenue
Wethersfield, CT 06109

CONTRACT NAME	
---------------	--

OWN DEPARTMENT

Planning & Development

CLAIMANT INVOICE #

RESO #

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

DETAILED DESCRIPTION OF MATERIALS OR SERVICES

[illegible]

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

TOTAL AMOUNT	
--------------	--

\$641.00

HEREBY CERTIFY the above articles were sold and delivered and/or the above service rendered to the Town of
yster Bay on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that no
art thereof has been paid except as stated therein and that the balance there stated in the amount of no part
ereof has been paid except as stated therein and that the balance there in stated in the amount of
****Six hundred forty-one dollars and no cents****

CASH DISCOUNT %	
-----------------	--

NET AMOUNT

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

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

Date _____

signature

Title

- int or type name

Name of Company

WE HEREBY APPROVE this claim form for the sum of *****\$641.00***** for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.

signature

Title

Commissioner

Date _____

Department Planning & Development

Account

PAD B 0001 02555 000 0000

Building Permit

R19000545

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



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

School District: Plainview Section/Block/Lot: 47-18-12 Zone: R1-7 Application No.: 18110573 ZBA Number: ZBA Date: Receipt No.: 01000450245

Permittee	PERMITS R US LLC. 338 JERICHO TURNPIKE #396 SYOSSET, NY 11791 (516) 269-9144	Contractor	MAINTAIN
Property Owner	ROBIN POWERS 9 VERA AVE PLAINVIEW, NY 11803 516-938-3778	Plumber	
		Electrician	EAST COAST ELECTRIC 1 GARVIES POINT ROAD GLEN COVE, NY 11542 516 676-3304

Address of Actual Construction		Tenant	
9 VERA AVE PLAINVIEW, NY 11803			
Permission Granted for the	MAINTENANCE OF	Estimated Cost of Construction	\$8,312

MAINTENANCE OF 186 SF GARAGE CONVERTED TO HABITABLE SPACE. ONE (1) HOT TUB INSTALL AS PER CODE. AS PER DRAWINGS PREPARED BY KURT JACOBS R.A. DATED 11/16/18.

ALL WORK TO COMPLY WITH T.O.B. APPROVED PLAN DATED 12/20/18.

ZONING REVIEW - ONE FAMILY DWELLING; CONDITIONED THAT 4.5' X 6.1' (27.4 SF) VINYL SHED BE REMOVED OR RELOCATED TO COMPLY WITH T.O.B. ZONING CODE.

V87D

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

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

Located On	Side Of	Feet	Of	Post Office
S	VERA DR	289.26	W	SEBREE PL
				PLAINVIEW
DESCRIPTION	FEE	PAID	BALANCE	
APP FEE	100.00	100.00	0.00	
BLDG	588.00	588.00	0.00	
CO	153.00	153.00	0.00	
*** FEE TOTALS ***	841.00	841.00	0.00	
TOTAL PAID AFTER APPLICATION FEE APPLIED: \$641.00				
Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspections.		Changes regardless of size from the stamped approval plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.		

INSPECTIONS

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

BUILDING INSPECTIONS:

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

PLUMBING INSPECTIONS

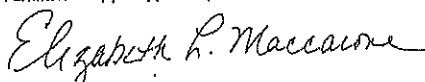
- *Underground plumbing - before backfilling.
- *Rough plumbing - before closed up and ready for test.
- *Final inspection when all fixtures are set.
- *Sewer connection - spur tie-in.
- *Sanitary systems. (Excavation/Construction).
- *Installation or replacement of burners. (oil, gas, electric).
- *All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

DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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

Date Issued:	02/12/2019	Work Must Start By:	2/12/2019
CO must be issued by 05/13/2019 or permit will expire unless renewed prior to expiration.			
Permittee's copy of approved plans must be available at the site for all inspections			
			
Commissioner, Department of Planning and Development			

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to board up the doors of the house located at 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 30, 2019, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on November 14, 2018, in the amount of \$873.64, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 30, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$873.64 may be assessed by the Legislature of the County of Nassau against the parcel known as 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

9

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 30, 2019

SUBJECT: Property Cleanup Assessment
10 High Farms Road, Glen Head, New York 11545
Section 22, Block C, Lot 212

By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises of the house located at 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated November 20, 2018, advised that the property was secured by a crew from the Highway Department on November 14, 2018. The cost incurred by the Town of Oyster Bay was \$873.64.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachments
Town Attorney (w/7 copies)

2019-6980

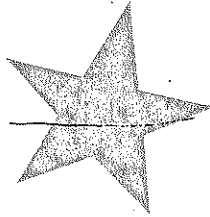
Ken Bishop

From: Michael Esposito
Sent: Wednesday, November 14, 2018 11:02 AM
To: Ken Bishop
Subject: 10 high farms road glen head 22-c-212

Kenny
Please ask Jeff to secure the doors at the subject premises ASAP.

Thanks

Michael Esposito
Bureau Chief
Code Compliance Bureau
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6237



between

DISSENT

part of the first party, and

part v. r of the second pair

or parcel of land, with the buildings and improvements thereon erected, situate, lying and being

[illegible][illegible]

SAID EASEMENT HAS BEEN CREATED AND ESTABLISHED FOR THE FREE, UN-
OBSTRUCTED, UNINTERFERED AND UNIMPEDED USE AND BENEFIT OF HIMSELF
AND OF HIS OWNERS, HEIRS, SUCCESSORS OR OTHER PERSONS IN POSSES-
SION OF THE PROPERTY ADJOINING, MORE OR LESS CONTIGUOUS, THEIR
SEVERAL HEIRS, SUCCESSORS, EASES AND LEGAL REPRESENTATIVES. And
the party of the FIRST PART, HERETOBY, IS AGREED TO COVER AND MAINTAIN
PROPERTY ADJOINING ON THE PARTLY, DOES HEREBY WARRANT AND AGREE
TO UNDERTAKE THE ENTIRE COST OF THE TRANSFERENCE, REPAIR AND IM-
PROVEMENT OF SAID EASEMENT PROPERTY, SUCH AGREEMENT TO RUN WITH THE
LAND.

SUBJECT, ALSO TO A MORTGAGE now being or to be held by CUMBER-
LAND COUNTY SAVINGS BANK, being in the original mortgage and pre-
sent balance of \$20,000.00, together with interest thereon at the
rate of five and one-half (5 1/2) per centum per annum from the date
hereof.

On further with all right, title and interest to the part 7. . . of the first part in and to the land lying in the streets and roads in front of and adjoining premises.

Confer with the appurtenances and all the estates and rights of the party of the first part in and to said premises.

On him and to hold the above granted promises unto the part of the second part, her heirs and assigns forever.

CEB

AL

Town of Oyster Bay
Inter- Departmental Memo

November 20, 2018

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

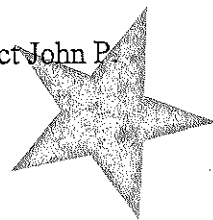
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 10 HIGH FARMS ROAD, GLEN HEAD
BOARD - UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$873.64.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

1201 DEC - 3 A 4 50
TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT

BOARD - UP 10 HIGH FARMS ROAD, GLEN HEAD TO P & D

**MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION**

Location (22-C-212) 10 HIGH FARMS RD

Date Nov 14, 2018

Work Order # 54444

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JEFFREY VAN NOSTRAND	General Maintenance	01:00	\$44.64	00:00	0	\$44.64
Total Labor						\$44.64

Tools/Vehicle

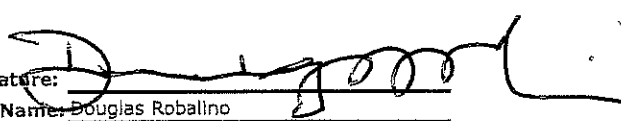
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	01:00	\$79.00
Total Equipment				\$79.00

Materials

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

Grand Total \$873.64**Description of Work:**

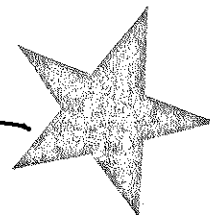
SECURE THE DOORS AT 10 HIGH FARMS ROAD GH

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Nov 20, 2018



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to board up the doors of the house located at 251 North Michigan Avenue, Massapequa, New York 11758, also known as Section 52, Block 9, Lots 42 to 45 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 26, 2019, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on February 5, 2019, in the amount of \$1,009.87, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 26, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,009.87 may be assessed by the Legislature of the County of Nassau against the parcel known as 251 North Michigan Avenue, Massapequa, New York 11758, also known as Section 52, Block 9, Lots 42 to 45 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

10

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 26, 2019

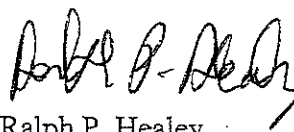
SUBJECT: Property Cleanup Assessment
251 North Michigan Avenue, Massapequa, New York 11758
Section 52, Block 9, Lots 42 to 45

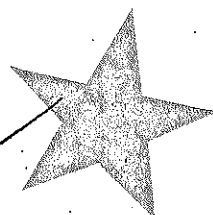
By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises of the house located at 251 North Michigan Avenue, Massapequa, New York 11758, also known as Section 52, Block 9, Lots 42 to 45 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated February 8, 2019, advised that the property was secured by a crew from the Highway Department on February 5, 2019. The cost incurred by the Town of Oyster Bay was \$1,009.87.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



RPH:aml
Attachments
Town Attorney (w/7 copies)

Ken Bishop

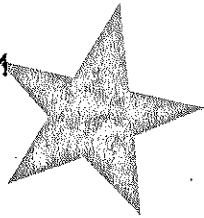
From: Michael Esposito
Sent: Tuesday, February 05, 2019 11:33 AM
To: Ken Bishop
Cc: Kevin Conway
Subject: 251 n. michigan ave massapequa 52-9-42

Kenny

Please have Jeff board up the back door and window as someone has broken in.

Thanks

Michael Esposito
Bureau Chief
Code Compliance Bureau
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6237
mesposito@oysterbay-ny.gov



THIS INDENTURE, made the 31TH day of AUGUST, in the year 2007

BETWEEN THOMAS E. COLUCCI
RESIDING AT 251 NORTH MICHIGAN AVENUE, NORTH MASSAPEQUA, NY 11758

party of the first part, and SYDNEY BAXTER
RESIDING AT 539 SCRANTON AVENUE, LYNBROOK, NY 11563

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

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

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

SEE SCHEDULE "A" ATTACHED AND MADE A PART HEREOF

BEING AND INTENDED TO BE THE SAME PREMISES AS CONVEYED TO THE PARTY OF THE FIRST PART BY
DEED DATED 12/13/05 AND RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF NASSAU ON
1/4/06 AT LIBER 12060 PAGE 600.

PREMISES ARE FURTHER KNOWN AS SECTION 52 BLOCK 9 LOTS 42-45 ON THE TAX MAP OF NASSAU
COUNTY AND AS 251 NORTH MICHIGAN AVENUE, NORTH MASSAPEQUA, NY 11758.

S-52

Q-9

L-42-45

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

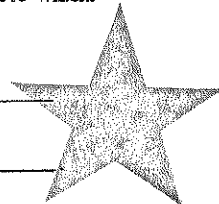
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said
premises have been encumbered in any way whatever, except as aforesaid.

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

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

IN PRESENCE OF:

TEC
THOMAS E. COLUCCI



17000364

C EB

AC

Town of Oyster Bay
Inter- Departmental Memo

February 8, 2019

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 251 N. MICHIGAN AVENUE, MASSAPEQUA
BOARD UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,009.87.

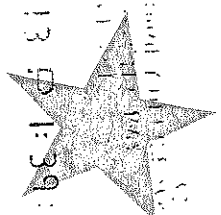
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.


JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

2019-FEB-13 11:39



BOARD - UP 251 N. MICHIGAN AVENUE, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (52-9-42) 251 NO MICHIGAN AVE MASSAPEQUA 11758
Work Order # 56892
Date Feb 5, 2019

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
RUBÉN FOURNIER	General Maintenance	01:30	\$35.84	00:00	0	\$53.76
JEFFREY VAN NOSTRAND	General Maintenance	01:30	\$44.64	00:00	0	\$66.96
Total Labor						\$120.72

Tools/Vehicle

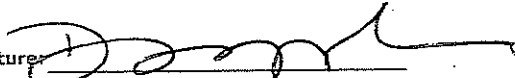
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TJ052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	01:30	\$118.50
Total Equipment				\$118.50

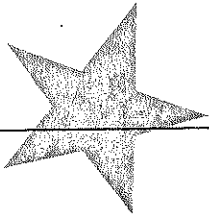
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Plywood 4'X8'X1/2"	\$20.65	1	\$20.65
Total Materials			\$770.65

Grand Total \$1009.87

Description of Work:
BOARD UP DACK DOOR AND WINDOW AT 251 N. MICHIGAN AVE MS

Signature: 
Name: Douglas Robalino
Title: Director of Highway Operations
Date: Feb 8, 2019



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated February 8, 2019, authorized the Highway Department to clean up the premises located at 3 Walnut Avenue, South Farmingdale, New York 11735, also known as Section 49, Block 28, Lots 14, 15 and 16 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 26, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on February 15, 2019, in the total amount of \$1,110.26, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 26, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,110.26 may be assessed by the Legislature of the County of Nassau against the parcel known as 3 Walnut Avenue, South Farmingdale, New York 11735, also known as Section 49, Block 28, Lots 14,15 and 16 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 26, 2019

SUBJECT: Property Cleanup Assessment
3 Walnut Avenue, South Farmingdale, New York 11735
Section 49, Block 28, Lots 14, 15 and 16

The Department of Planning and Development, by memorandum dated February 8, 2019, directed the Highway Department to clean the premises located at 3 Walnut Avenue, Farmingdale, New York 11735, also known as Section 49, Block 28, Lots 14, 15 and 16 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated February 20, 2019, advised that the property was cleaned by a crew from the Highway Department on February 15, 2019. The cost incurred by the Town of Oyster Bay was \$1,110.26.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY

Ralph P. Healey

Ralph P. Healey
Special Counsel

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

S:\AML\CleanupMD&Reso\MD&Reso\MD 3 Walnut Ave 4.26.19.doc

TOWN OF OYSTER

Inter-Departmental Memo
February 8, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY

From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU

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

Subject: 3 Walnut Avenue Farmingdale, NY 11735
SBL: 49-28-14


Nov. (No.19064) was issued to the owner of the above-referenced premises 1/31/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54: **I am directing that:**

- The home be boarded up with polycarbonate

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

ELIZABETH L. MACCARONE
COMMISSIONER

BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney



REFEREE'S DEED

This Deed, made this April 6, 2018, between Steven Weinberg and Jane Weinberg by Jennifer Ettenger, Esq., Referee, with an address of 3 Wildwood Drive, Dix Hills, NY 11746, being the party of the first part and U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust, with an address of 13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134 being the party of the second part,

WITNESSETH, that the party of the first part was appointed REFEREE in an action entitled U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF8 MASTER PARTICIPATION TRUST vs. Steven Weinberg and Jane Weinberg, et al. The Mortgage was recorded at Book 26883, Page 933 in the Office of the Nassau County Clerk on June 2, 2004. Plaintiff is also holder of a mortgage dated September 22, 2004 executed by Steven Weinberg and Jane Weinberg to secure the sum of \$71,896.88 and recorded at Book 27679, Page 517 in the Office of the Nassau County Clerk on October 4, 2004. The mortgage was subsequently assigned by an assignment executed July 21, 2014 and recorded on August 22, 2014, in the Office of the Nassau County Clerk at Book 39874, Page 494.

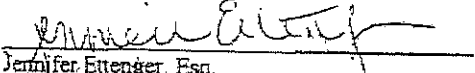
In pursuance of a Judgment of Foreclosure in said action, executed by the Supreme Court of Nassau County and duly entered on the December 28, 2016, and in consideration of the sum of Six Hundred Sixty-Three Thousand Eight Hundred Twenty-Eight Dollars and Seventy-Eight Cents Dollars (\$663,828.78), being the highest sum bid at sale, the party of the first part does hereby grant and convey unto the party of the second part, its successors and assigns, the premises described in "Schedule A" attached hereto,

To have and to hold the premises so conveyed unto the party of the second part, its successors and assigns forever.

The premises are not subject to a credit line mortgage.

In witness whereof, the party of the first part has set his/her hand the day and year first above written.

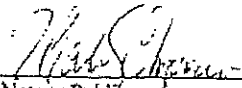
For tax assessor/indexing use:
SBL #: 49 - 28 - 14,15 & 16
Property address: 3 WALNUT AVENUE, SOUTH FARMINGDALE, NY 11735
Tax mailing address: 13801 WIRELESS WAY, OKLAHOMA CITY, Oklahoma 73134

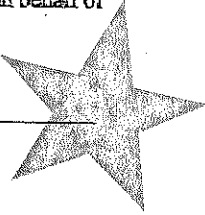

Jennifer Ettenger, Esq.

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.
CITY OF ROCKAWAY)

On this April 6, 2018, before me, the undersigned, personally appeared Jennifer Ettenger, Esq., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Maileen S. Chaparro
Notary Public, State of New York
Qualified in Queens County
No. 01C16269461
Commission Expires 7/27/2021


Notary Public



After recording, return this deed to: Gross Polowy, LLC
Attn: Sales Dept
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221

17000 SJ 9

CEB

Town of Oyster Bay
Inter- Departmental Memo

February 20, 2019

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

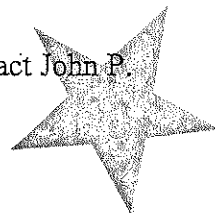
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT


SUBJECT: 3 WALNUT AVENUE, FARMINGDALE
BOARD UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,110.26.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

BOARD - UP 3 WALNUT AVENUE, FARMINGDALE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (49-28-14) 3 WALNUT AVE FARMINGDALE 11735

Date Feb 15, 2019

Work Order # 57258

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
RUBEN FOURNIER	General Maintenance	02:00	\$35.84	00:00	0	\$71.68
JEFFREY VAN NOSTRAND	General Maintenance	02:00	\$44.64	00:00	0	\$89.28
Total Labor						\$160.96

Tools/Vehicle

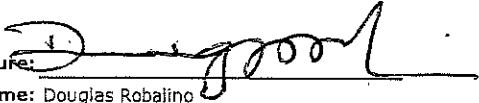
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	02:00	\$158.00
Total Equipment				\$158.00

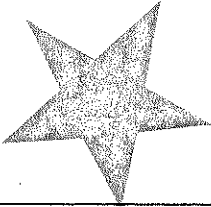
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Plywood 4'X8'X1/2"	\$20.65	2	\$41.30
Total Materials			\$791.30

Grand Total \$1110.26

Description of Work:
BOARD UP 3 WALNUT AVENUE FM

Signature: 
Name: Douglas Robalino
Title: Director of Highway Operations
Date: Feb 20, 2019



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to board up the doors of the house located at 2 Colonial Gate, Plainview, New York 11803, also known as Section 13, Block 90, Lot 1 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 26, 2019, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on February 15, 2019, in the amount of \$889.24, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 26, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$889.24 may be assessed by the Legislature of the County of Nassau against the parcel known as 2 Colonial Gate, Plainview, New York 11803, also known as Section 13, Block 90, Lot 1 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By
Office of Town Attorney
[Signature]

12

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 26, 2019


SUBJECT: Property Cleanup Assessment
2 Colonial Gate, Plainview, New York 11803
Section 13, Block 90, Lot 1

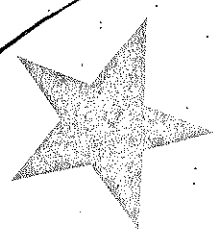
By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises of the house located at 2 Colonial Gate, Plainview, New York 11803, also known as Section 13, Block 90, Lot 1 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated February 27, 2019, advised that the property was secured by a crew from the Highway Department on February 15, 2019. The cost incurred by the Town of Oyster Bay was \$889.24.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



RPH:aml
Attachments
Town Attorney (w/7 copies)

2019-7041

Ken Bishop

From: Michael Esposito
Sent: Thursday, February 21, 2019 9:05 AM
To: Ken Bishop
Subject: 2 colonial gate plainview 13-90-1

Ken

Please have Jeff install a hasp and padlock at the subject premises. This was completed on 2/15/19

Thanks

Michael Esposito

Bureau Chief

Code Compliance Bureau

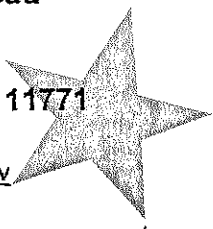
Town of Oyster Bay

74 Audrey Avenue

Oyster Bay, New York 11771

(516) 624-6237

mesposito@oysterbay-ny.gov



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

THIS INDENTURE, made the 3RD day of ~~September~~ ^{OCTOBER}, 2001

BETWEEN

JOSEPH GINEX and NANCY GINEX, his wife, both residing
at 2 Colonial Gate, Plainview, New York 11803

party of the first part, and

ANTHONY B. GOLIO and ELYSE GOLIO, his wife, both residing
at 9 Shatel Road, Plainview, New York 11803

party of the second part.

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Plainview, Town of Oyster Bay, County of Nassau and State of New York known and designated as Lot 1 in Block 90 on a certain map entitled "Map of Colonial Sixty, Section 1" and filed in the Office of the Clerk of the County of Nassau on January 6, 1961 as Case Number 7399, which lot is more particularly bounded and described according to said map as follows:

Beginning at a point on the northeasterly side of Colonial Gate where the same is intersected by the northwesterly end of a curve having a radius of 10 feet a length of 15.71 feet, said curve connecting the northwesterly side of Washington Avenue as widened with the northeasterly side of Colonial Gate; Running thence from said point or place of beginning along the northeasterly side of Colonial Gate the following courses, curves and distances; (1) North 35 degrees 52 minutes 45 seconds West 100 feet; (2) northwesterly along the arc of a curve bearing to the left having a radius of 250 feet a distance of 20.02 feet to the division between lots 1 and 2 on the aforesaid map; Thence along said last mentioned division line North 54 degrees 07 minutes 15 seconds East 194.04 feet; Thence South 30 degrees 03 minutes 55 minutes East 130.67 feet to the northwesterly side of Washington Avenue as widened; Thence along the northwesterly side of Washington Avenue as widened South 54 degrees 07 minutes 15 seconds West 170.00 feet to the southeasterly end of the first above mentioned curve; and Thence northwesterly along the arc of a curve bearing to the left having a radius of 10 feet a distance of 15.71 feet to the northeasterly side of Colonial Gate at the point or place of Beginning.

SAID PREMISES KNOWN AS 2 Colonial Gate, Plainview, New York. Being the same premises conveyed to the parties of the first part by deed dated 8/9/72, rec. 9/21/1972.

SUBJECT to any state of facts an accurate survey may show and to covenants, restrictions TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever. *Easements and agreement, if any, of record.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

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

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

IN PRESENCE OF:

John G. Gine

Joseph Gine
JOSEPH GINEX

Nancy Gine
NANCY GINEX



CEB

AL

Town of Oyster Bay
Inter- Departmental Memo

MAR 13 REC'D

MAR 13 REC'D

2019 KL

1700489

February 27, 2019

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

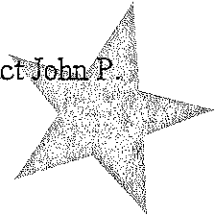
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT


SUBJECT: 2 COLONIAL GATE, PLAINVIEW
BOARD UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$889.24.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

BOARD - UP 2 COLONIAL GATE, PLAINVIEW TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (13-90-1) 2 COLONIAL GATE PLAINVIEW 11803

Date Feb 15, 2019

Work Order # 57440

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
RUBEN FOURNIER	General Maintenance	00:45	\$35.84	00:00	0	\$26.88
JEFFREY VAN NOSTRAND	General Maintenance	00:45	\$44.64	00:00	0	\$33.48
Total Labor						\$60.36

Tools/Vehicle

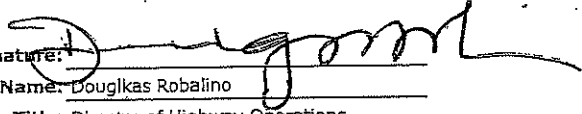
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TJ052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	00:45	\$59.25
Total Equipment				\$59.25

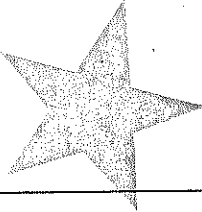
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Hasps	\$7.24	1	\$7.24
Locks	\$12.39	1	\$12.39
Total Materials			\$769.63

Grand Total \$889.24

Description of Work:
HASP AND LOCK 2 COLONIAL GATE PL

Signature: 
Name: Douglas Robalino
Title: Director of Highway Operations
Date: Feb 27, 2019



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated April 4, 2019, authorized the Highway Department to clean up the premises located at 11 Alpine Lane, Hicksville, New York 11801, also known as Section 45, Block 356, Lot 38 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 29, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on April 8, 2019, in the total amount of \$1,433.64, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 29, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,433.64 may be assessed by the Legislature of the County of Nassau against the parcel known as 11 Alpine Lane, Hicksville, New York 11801, also known as Section 45, Block 356, Lot 38 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

17

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 29, 2019


SUBJECT: Property Cleanup Assessment
11 Alpine Lane, Hicksville, New York 11801
Section 45, Block 356, Lot 38

The Department of Planning and Development, by memorandum dated April 4, 2019, directed the Highway Department to clean the premises located at 11 Alpine Lane, Hicksville, New York 11801, also known as Section 45, Block 356, Lot 38 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated April 11, 2019, advised that the property was cleaned by a crew from the Highway Department on April 8, 2019. The cost incurred by the Town of Oyster Bay was \$1,433.64.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

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

DEPUTY COMM/HIGHWAY

Kim S

REC'D BY HIGHWAY DEPT
APR 4 '19 PM 4:35

TOWN OF OYSTER

Inter-Departmental Memo
April 4, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 11 Alpine Lane Hicksville, NY 11801
SBL: 45-356-38

Nov. (No.19620) was issued to the owner of the above-referenced premises 3/27/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.52

I am directing that:

- The leaves, branches, litter and debris be removed throughout entire property.

Pursuant to the provisions of Section 96-24(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER

BY:

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

Record and return to:
Frenkel, Lambert, Weiss, Weisman & Gordon, LLP
53 Gibson Street
Bay Shore, New York 11706
Our File No.: 01-049050-F00

County: Nassau
Section: 45
Block: 356
Lot: 38
Street Address: 11 Alpine Lane, Hicksville, NY 11801
Tax billing address: **

REFEREE'S DEED

THIS DEED, made the 6th day of April, 2018, between Michael G. Zapson, Esq., having an address at c/o Cerulman Balin Adler & Hyman 90 Merrick Avenue, 9th Floor, East Meadow, NY 11554, the Referee duly appointed in the action hereinafter mentioned ("Grantor"), and Federal National Mortgage Association ("Grantee"), located at c/o 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254**.

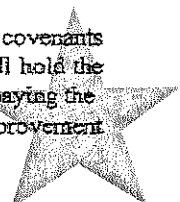
WITNESSETH, that Grantor, the Referee appointed in an action by Wells Fargo Bank, N.A., against Thomas D. Sheedy, III Co-Executor of the Estate of Christine Sheedy, Patrick S. Sheedy Co -Executor of the Estate of Christine Sheedy, et al., as Defendant(s), under Index No. 10066/2011, foreclosing a Mortgage recorded on April 04, 2007, in the Office of the Clerk of the County of Nassau in Liber 31739 at Page 565, pursuant to a Judgment of Foreclosure and Sale entered by the Supreme Court of the State of New York, Nassau County, on September 11, 2017, and in consideration of Three Hundred Fifty Four Thousand Five Hundred 00/100 Dollars (\$354,500.00) bid by the plaintiff, being the highest sum bid at the sale under said judgment, and said bid being assigned to Grantee for \$10.00 and good and valuable consideration, does hereby grant and convey unto Grantee and the heirs, executors, administrators, successors and assigns of Grantee forever

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in New York, the County of Nassau, and the State of New York, being more particularly described in Exhibit A attached hereto and made a part hereof,

TOGETHER with the appurtenances and all the estate and rights of grantor in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto Grantee and the heirs, executors, administrators, successors and assigns of Grantee forever.

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



before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF Grantor has duly executed this deed on the date first above written.



Michael G. Zapson, Esq., Referee


EXHIBIT A
Property Description

11 Alpine Lane, Hicksville, NY 11801

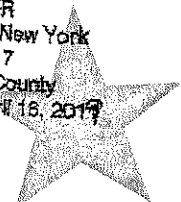
SEE ATTACHED

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

On the 6 day of April, in the year 2018, before me, the undersigned, a notary public in and for said state, personally appeared Michael G. Zapson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

DAVID I. LIESER
Notary Public, State of New York
No. 02116057417
Qualified in Suffolk County
Commission Expires April 18, 2019



170000141

Town of Oyster Bay
Inter- Departmental Memo

April 11, 2019

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

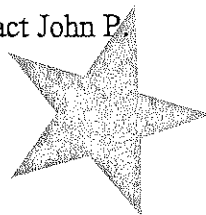
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 11 ALPINE LANE, HICKSVILLE
CLEAN - UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,433.64.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

REC'D TOWN ATTORNEY
19 APR 19 PM 11:24

JPB/kjb

Enc. T & M sheet

CLEAN - UP 11 ALPINE LANE, HICKSVILLE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (45-356-38) 11 ALPINE LN HICKSVILLE 11801

Date Apr 8, 2019

Work Order # 58643

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JOSEPH SANTANGELO	General Maintenance	01:30	\$42.58	00:00	0	\$63.87
OSCAR GUEVARA	General Maintenance	01:30	\$23.75	00:00	0	\$35.63
JOSEPH PISZCZATOWSKI	General Maintenance	01:30	\$52.60	00:00	0	\$78.90
RICHARD SANDIFORD II	General Maintenance	01:30	\$29.53	00:00	0	\$44.30
Total Labor						\$222.70

Tools/Vehicle

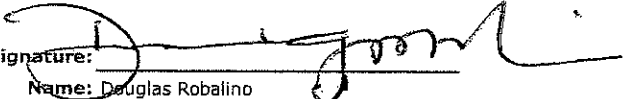
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD568	TRUCK DUMP 2005 FORD F-350 YW (HP925) - Power Wagons	\$105.00	01:30	\$157.50
TD571	TRUCK DUMP 2005 FORD F-350 YW (T-185) - Power Wagons	\$105.00	01:30	\$157.50
TD655	PICK-UP TRUCK 2009 FORD F-250 YW (16 / 016)	\$79.00	01:30	\$118.50
Total Equipment				\$433.50

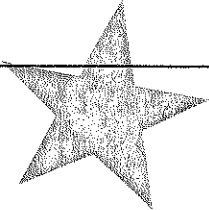
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$85.74	0.32	\$27.44
Total Materials			\$777.44

Grand Total \$1433.64

Description of Work:
CLEAN UP 11 ALPINE LANE HV

Signature: 
Name: Douglas Robalino
Title: Director of Highway Operations
Date: Apr 11, 2019



WHEREAS, Mr. Marc Bilbrey, Associate Director, Grenville Baker Boys and Girls Club, 135 Forest Avenue, Locust Valley, New York 11560, by letter dated May 7, 2019, requested the use of two (2) roll-off containers, from June 3, 2019 through June 17, 2019, so the club may conduct their spring cleanup; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated May 10, 2019, advised that the abovementioned equipment will not be required for use by the Town at that time, and that the Department of Highways has no objection to providing the Grenville Baker Boys and Girls Club with the use of two (2) roll-off containers, from June 3, 2019 through June 17, 2019, nunc pro tunc, so the club may conduct their spring cleanup without charge, as said cleanup is not a profit-making or fundraising event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 17; 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 Department of Public Works/Highways is hereby authorized to provide the Grenville Baker Boys and Girls Club with the use of two (2) roll-off containers, from June 3, 2019 through June 17, 2019, nunc pro tunc, with said containers delivered to, and collected from, the Grenville Baker Boys and Girls Club, on the aforementioned respective dates, so the club may conduct their spring cleanup, without charge, subject to the following terms and conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Public Works, 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 aforementioned activity.
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 bodily injury and \$500,000 property damage, and naming the Town as an additional insured, in connection with the aforementioned 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
Public Works

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 10, 2019

TO: Memorandum Docket

FROM: Richard W. Lenz, P.E., Commissioner of Public Works/Highway

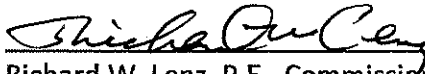
SUBJECT: Request: TWO ROLL OFF CONTAINERS
Grenville Baker Boys and Girls Club
135 Forest Avenue
Locust Valley, New York 11560

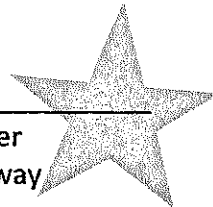
Attached please find a copy of a letter received in this office from Marc Bilbrey requesting two roll off containers for their spring clean-up. The containers will be placed at 135 Forest Ave, Locust Valley on Monday, June 3, 2019 and collected on Monday, June 17, 2019.

An amendment to the Code of Ordinances of the Town of Oyster Bay, Article II: Solid Waste: Use of a Roll Off Container Pursuant to Chapter 201-17 reads as follows: "Charitable, fraternal, religious and not-for-profit organizations that maintain established meeting places within the Town of Oyster Bay and have requested the use of a Town roll off container in connection with a profit-making or fundraising event, shall be charged two hundred fifty dollars (\$250.00) for each container load dumped."

It is our opinion that the spring clean-up does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge.

Attached please find their certificate of insurance, endorsement and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by the Grenville Baker Boys and Girls Club from Monday, June 3, 2019 through Monday, June 17, 2019.


Richard W. Lenz, P.E., Commissioner
Department of Public Works/Highway



RWL: cw

Attachments

cc: Joseph Nocella, Town Attorney (7 copies)
Steven Ballas, Comptroller



**GRENVILLE BAKER
BOYS & GIRLS CLUB**

OFFICERS

Susan F. Altamore Carusi
President

Patrick H. Mackay
Chairman

D. Anne Arnesen
Anthony Cilmi
Frank J. DellaFera
Vice Presidents

Kimberly Bancroft
Secretary

Melissa Meister
Assistant Secretary

Michael Venuti
Treasurer

Edward F. von Briesen
Assistant Treasurer

DIRECTORS

Paul D. Annunziato
Frank Berritto
Eric Brook
John T. Campbell
Dawn Federico-Kallman
Beatriz Frascilla
Kathy Gelfand
Mark Glowatz
Elizabeth Imperio
Barbara A. King
Dr. Robin Kozlowski
Susan Lenoir
Hon. Colin F. O'Donnell
Nicholas G. Trum
James G. Widyn

ADVISORY BOARD

Ross H. Auerbach
Eric J. Carlstrom
Stephen Ely
James E. MacDonald
Elizabeth McCaul
Anita K. Meltzer
Theresa Mall Mullarkey
Joseph B. Ryan

EXECUTIVE DIRECTOR

Ramon Reyes

May 7, 2019

Dear Mr. Lenz,

Please consider our request for the Town of Oyster Bay to provide (2) 20 yard dumpsters to the Grenville Baker Boys and Girls Club as we are discarding trash for our spring cleanup. We would need the dumpsters delivered on June 3rd and removed on June 17th. Please contact me with any questions or concerns.

Regards,

Marc Bilbrey

Associate Director

(516) 676-1460 ext. 18

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: Grenville Baker Boys & Girls Club

Billing Address: 135 Forest Ave

Locust Valley NY 11560

Phone Number (Days): 516-676-1460

Number of Container(s) Requested: 2

Address Where Container(s) Would Be Placed: 135 Forest Ave. in rear of

property on Elm St.

Dates Container(s) Needed: From June 3rd To June 17th (2019)

Describe The Event For Which Container(s) Is/Are Requested: Spring Cleanout

Will The Event For Which The Container(s) Is/Are Requested Involve Fundraising Or Is It Intended To Be Profit-Making? No

I understand that this application is subject to the approval of the Town Board of the Town of Oyster Bay and that as a condition for such approval, a charge of \$250.00 for each container load dumped may be assessed for which I agree to assume responsibility.

Signature: [Signature] Date: 5/6/19

Title: Associate Director

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: UK \$250 Charge Applies: YES _____ NO ✓

To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____

Scalehouse to return copy to Comptroller
White Copy - Sanitation Driver (to be given to Scalehouse)
Yellow Copy - Sanitation Files
Green Copy - Scale House Files



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2019

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
Geo. V. Bullen & Son Inc.
3333 New Hyde Park Road
Suite 300
New Hyde Park, NY 11042

CONTACT NAME: Michael Oliva
PHONE (A/C, No., Ext.): (516) 945-6779
E-MAIL: moliva@gvbulen.com
ADDRESS:

FAX (A/C, No.):

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Philadelphia Insurance Co's.

06777

INSURED

Grenville Baker Boys & Girls Club
135 Forest Avenue
Locust Valley, NY 11560

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	PHPK1930073	1/15/2019	1/15/2020	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	PHUB661640	1/15/2019	1/15/2020	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	<input checked="" type="checkbox"/>				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)
Town of Oyster Bay, Department of Public Works Sanitation Division; 54 Audrey Ave Oyster Bay 11771 is included as additional insured with respect to TOB dumpster (20 yard container) used for Organizational clean up for the period from June 3rd to June 17th 2019

CERTIFICATE HOLDER

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

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

Matthew C. As...

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

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 6 day of May 2019, by Grenville Baker Boys & Girls Club (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 2 dumpsters to be placed at 135 Forest Ave Locust Valley

for the event described as Spring Cleaning
The property/equipment is needed from June 3, 2019 to June 17, 2019
The event for which the property and/or equipment is requested () is (X) 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

Grenville Baker Boys & Girls Club

Address of Organization

135 Forest Ave.
Locust Valley NY 11560

By: [Signature]

Authorized Representative

Title: Associate Director

Telephone Number: 516-676-1460 ext. 18

Reviewed By
Office of Town Attorney

[Signature]

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated May 16, 2019, requested that the Town Board authorize the Department of Community and Youth Services to provide aquatic classes for Senior Citizens from July 8, 2019 through August 30, 2019; and

WHEREAS, Senior Citizens would purchase a seasonal pool pass or one-day pass from the Town's Department of Parks to participate in the program, with the aquatic classes scheduled as follows:

<u>Day/Date</u>	<u>Facility</u>
Tuesdays at 11:15 a.m. July 9, 16, 23 & 30 August 6, 13, 20 & 27	Marjorie R. Post Park Community Pool
Wednesdays at 11:15 a.m. July 10, 17, 24, 31 August 7, 14, 21, 28	Plainview-Old Bethpage Park Community Pool
Wednesday at 11:30 am- 2:00pm July 10, 17, 24, 31 August 7 & 14	Harry Tappan Pool
Thursdays at 11:15 p.m. July 11, 18, 25 August 1, 8, 15, 22, 29	Syosset-Woodbury Park Community Pool
Fridays at 11:15 a.m. July 12, 19, 26 August 2, 9, 16, 23, 30	Bethpage Community Pool

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the abovementioned Senior Citizen aquatic classes from July 8, 2019 through August 30, 2019 are hereby authorized.

-#-

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

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services by memorandum dated May 17, 2019, requested Town Board approval to employ the services of the following musicians for the dates, locations and fees below noted:

Walter Lazauskas d/d/a John Walters
3983 Darby Lane
Seaford, N.Y. 11783
Performance at Glen Head Community Center
Senior Summer Program
Wednesdays from July 10, 2019 to August 14, 2019
Total Fee: \$1,390.00

James T. Polito & Friends
86 Grohaman's Lane
Plainview, N.Y. 11803
Performance at Glen Head Community Center
Senior Summer Program
Wednesday, July 10, 2018
Total Fee: \$400.00

Donald Strange
537 Ryerson Avenue
Wood-Ridge, N.J. 07075
Performance at Glen Head Community Center
Senior Summer Program
Wednesday, July 17, 2019
Fee: \$100.00

Vic Vincent
21 Wilton Street
New Hyde Park, N.Y. 11040
Performance at Glen Head Community Center
Senior Summer Program
Wednesday, July 24, 2019
Fee: \$300.00

Tom Sullivan
20 Oakwood Road
Rocky Point, N.Y. 11778
Performance at Glen Head Community Center
Senior Summer Program
Wednesday, July 31, 2019
Fee: \$250.00

Reviewed By
Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, for the musicians, dates, locations and fees as above noted; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. 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 Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

May 17, 2019

TO: Memorandum Docket


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

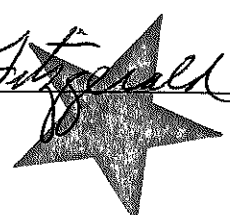
SUBJECT: Musician Services for Senior Summer Program

The Department of Community & Youth Services is requesting Town Board authorization to employ the services of the musicians on the attached, for the dates and location noted.

The total cost for the performances will be \$2,440.00. Funds for the fees are available in Account CYS A 7020 47660 000 0000, Special Events. In accordance with Guideline 5, Section b of the Town Procurement Policy, the musicians are exempt from the solicitation, written proposal or requirements of the policy.

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

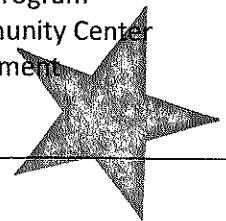


MAF:dw
Attachment(s)
cc: Town Attorney (+7 copies)

2019

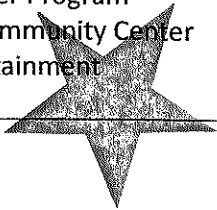
SENIOR SUMMER PROGRAM

Date	Check Payable	Location
Wednesday, July 10, 2019	Walter Lazauskas d/b/a John Walters 3983 Darby Lane Seaford, NY 11783	\$160.00 Senior Summer Program Glen Head Community Center
Wednesday, July 10, 2018	James T. Polito & Friends 86 Grohaman's Lane Plainview, NY 11803	\$400.00 Senior Summer Program Glen Head Community Center
Wednesday, July 17, 2019	Walter Lazauskas d/b/a John Walters 3983 Darby Lane Seaford, NY 11783	\$160.00 Senior Summer Program Glen Head Community Center
Wednesday, July 17, 2019	Donald Strange 537 Ryerson Avenue Wood-Ridge, NJ 07075	\$100.00 Senior Summer Program Glen Head Community Center
Wednesday, July 24, 2019	Walter Lazauskas d/b/a John Walters 3983 Darby Lane Seaford, NY 11783	\$160.00 Senior Summer Program Glen Head Community Center
Wednesday, July 24, 2019	Vic Vincent 21 Wilton Street New Hyde Park, NY 11040	\$300.00 Senior Summer Program Glen Head Community Center
Wednesday, July 31, 2019	Walter Lazauskas d/b/a John Walters 3983 Darby Lane Seaford, NY 11783	\$160.00 Senior Summer Program Glen Head Community Center Special Entertainment
Wednesday, July 31, 2019	Tom Sullivan 20 Oakwood Road Rocky Point, NY 11778	\$250.00 Senior Summer Program Glen Head Community Center Special Entertainment



2019
SENIOR SUMMER PROGRAM

Date	Check Payable	Location
Wednesday, August 7, 2019	Walter Lazauskas d/b/a John Walters 3983 Darby Lane Seaford, NY 11783	\$160.00 Senior Summer Program Glen Head Community Center
Wednesday, August 14, 2019	Walter Lazauskas d/b/a John Walters 3983 Darby Lane Seaford, NY 11783	\$160.00 Senior Summer Program Glen Head Community Center
Wednesday, August 14, 2019	Walter Lazauskas d/b/a John Walters 3983 Darby Lane Seaford, NY 11783	\$430.00 Senior Summer Program Glen Head Community Center Special Entertainment



Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Walter Lazauskas, d/b/a John Walters located at 3983 Darby Lane, Seaford, New York 11783 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: John Walters
Date: July 10, 2019
Location: Glen Head Community Center
Amount: \$160.00

In consideration of these services, the TOWN agrees to pay CONTRACTOR a sum not to exceed One hundred sixty dollars. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

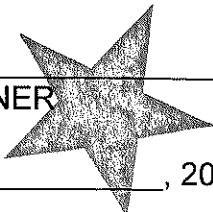
WALTER LAZAUSKAS

CONTRACTOR

DATE: _____, 2019

TOWN OF OYSTER BAY

COMMISSIONER
DATE: _____, 2019



WHEREAS, Linda Figueroa has offered to donate a memorial plaque and bench to be placed in John J. Burns Park, Massapequa, in memory of Jeanne M. Fasini; and

WHEREAS, the value of the plaque and bench is estimated to be \$830.00, and the monies will be collected and deposited into Account No. PKS A 0001 02770 590 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 14, 2019, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of a memorial plaque and bench from Linda Figueroa, to be placed in John J. Burns Park, Massapequa, in memory of Jeanne M. Fasini.

-#-

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

10

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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

SUBJECT: Memorial Plaque and Bench

DATE: May 14, 2019

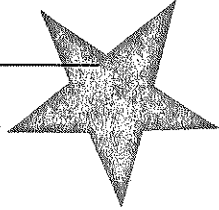
The Department of Parks has received a request from Linda Figueroa (letter attached) requesting to donate a memorial plaque and new bench to be placed in John J. Burns Park in memory of Jeanne M. Fasini.

The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

The plaque and bench will be purchased by Linda Figueroa and donated to the Parks Department. The value of the plaque and bench are estimated to be \$830.00. Town Board approval is requested on behalf of Linda Figueroa. The monies will be collected in account PKS A 0001 02770 590 0000.



Joseph G. Pinto
COMMISSIONER OF PARKS



JGP/dc

C: Town Attorney (original +7 copies)
ATTACHMENT

May 1, 2019

Town of Oyster Bay
977 Hicksville Road
Massapequa NY 11758

Att: Diane Codispodo
Dept: Recreation Dept.

Subject: Donate Bench and Plaque

Dear Diane,

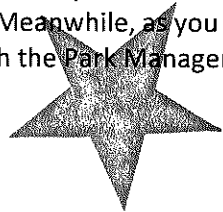
Thank you, for helping me to understand the Town of Oyster Bay process and cost to donate a new bench and plaque.

Our dear friend Jeanne M. Fasini, passed away on April 20th and we would like to honor her life by donating a New Bench and Plaque at John J. Burns Park. The cost we discussed is \$830 which includes a new bench and an 8X6 Plaque. Can you please take the necessary steps to forward our request to the Town Board for hopefully a positive decision which will allow us to move forward? Meanwhile, as you suggested we will visit Burns Park to identify a location for next steps in meeting with the Park Manager.

Sincerely,

Linda Figueroa

Linda Golemme Figueroa
(On behalf of Jeanne's friends)

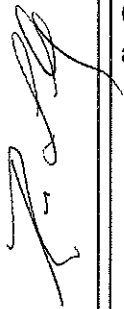


WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 14, 2019, recommended that the Town Board authorize a refund to be paid to the Manhattan Soccer Club, in the amount of \$5,665.00, for the Field fees paid for tournaments on March 1, 2, & 3, 2019, which were cancelled, due to inclement weather conditions,

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 to the Manhattan Soccer Club, in the amount of \$5,665.00, from Account No. PKS A 0001 02410 000 0000, and payment of said refund is to be made by the Comptroller, upon presentation of a duly certified claim, after.

-#-

COPIED
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

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: May 14, 2019

SUBJECT: Field Rental Fee Refund

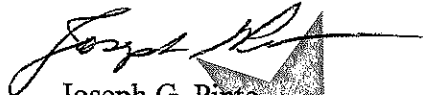
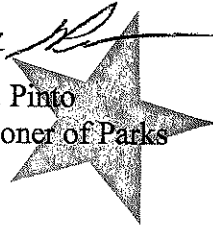
The Department of Parks has received correspondence from Eddie Sutton, Director of Manhattan Soccer Club, requesting a refund in the amount of \$5,665.00. This refund is requested due to a soccer tournament being cancelled for poor weather conditions. Please see attached for pertinent information regarding this refund request.

The refund should be mailed to:

Manhattan Soccer Club
Attn: Eddie Sutton
Manhattan Soccer Club
603 West 111th Street #6E
New York, NY 10025

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

Kindly debit account PKS A 0001 02410 000 0000.


Joseph G. Pinto
Commissioner of Parks


JGP:lc

Attachments

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

Patricia Woodstock

From: Eddie Sutton <eddiesutton@manhattansc.org>
Sent: Friday, May 10, 2019 11:39 AM
To: Frank Gatto; Patricia Woodstock
Subject: Manhattan SC Official Refund Request - March 1-2-3
Attachments: INVOICE Manhattan Soccer Club - 2019 p. 2.xls; INVOICE Manhattan Soccer Club - 2019.xls

Frank and Patricia

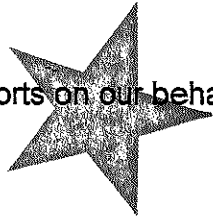
Please accept this email as an official refund request for rental fees associated with our tournament scheduled and cancelled on March 1-2-3 due to weather conditions that rendered fields unplayable across the region. I apologize for taking so long to submit this request.

I am attaching the original invoices prepared by your office.

I know that this process takes some time, and we have always appreciated your efforts on our behalf.

Respectfully,

Eddie Sutton
Director
Manhattan Soccer Club
917-459-9418



FIELD INVOICE

[illegible]

total:	\$5,003.00
+ 6.00 - Spisset-woodbury	
<hr/>	
\$ 5065 - partial	

Joseph G. Pinto
Commissioner



Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, New York 11758
(516) 797-4128 Fax: (516) 797-4145
www.oysterbaytown.com

FIELD INVOICE

Field Permit Office: (516) 797-4125
Email: fieldpermits@oysterbay-ny.gov

DATE: January 30, 2019

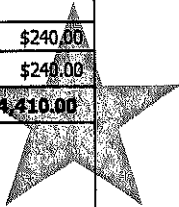
Bill To: Manhattan Soccer Club
Attn: Eddie Sutton
eddiesutton@manhattansc.org

LOCATION: Allen Park, Robbins Lane, Triangle/Koims, FOD,
Burns Park

Date(s):	Day:	Fields(S)	Time:	Hours:	Turf/Lights:	Rate:	Total:
3/2/2018	Saturday	Allen Park	8:00am-4:00pm	8	Turf	\$30.00	\$240.00
	Saturday	Allen Park	4:00pm-9:00pm	5	Turf/Lights:	\$35.00	\$175.00
3/3/2018	Sunday	Allen Park	8:00 am-4:00pm	8	Turf	\$30.00	\$240.00
3/2/2018	Saturday	Robbins Lane(bathrooms closed)	8:00am-4:00pm	8	Turf	\$30.00	\$240.00
	Saturday	Robbins Lane(bathrooms closed)	4:00pm-9:00pm	5	Turf/Lights:	\$35.00	\$175.00
3/3/2018	Sunday	Robbins Lane(bathrooms closed)	8:00 am-4:00pm	8	Turf	\$30.00	\$240.00
3/2/2018	Saturday	Burns Park	8:00am-4:00pm	8	Turf	\$30.00	\$240.00
	Saturday	Burns Park	4:00pm-9:00pm	5	Turf/Lights:	\$35.00	\$175.00
3/3/2018	Sunday	Burns Park	8:00 am-4:00pm	8	Turf	\$30.00	\$240.00
3/2/2018	Saturday	Field of Dreams - East	8:00am-4:00pm	8	Turf	\$30.00	\$240.00
	Saturday	Field of Dreams - East	4:00pm-9:00pm	5	Turf/Lights:	\$35.00	\$175.00
3/3/2018	Sunday	Field of Dreams - East	8:00 am-4:00pm	8	Turf	\$30.00	\$240.00
3/2/2018	Saturday	Field of Dreams - West	8:00am-4:00pm	8	Turf	\$30.00	\$240.00
	Saturday	Field of Dreams - West	4:00pm-9:00pm	5	Turf/Lights:	\$35.00	\$175.00
3/3/2018	Sunday	Field of Dreams - West	8:00 am-4:00pm	8	Turf	\$30.00	\$240.00
3/2/2019	Saturday	Walker Park(bathrooms closed)	8:00am-4:00pm	8	Turf	\$30.00	\$240.00
3/2/2019	Saturday	Walker Park(bathrooms closed)	4:00pm-9:00pm	5	Turf/Lights:	\$35.00	\$175.00
3/3/2019	Sunday	Walker Park(bathrooms closed)	8:00am-4:00pm	8	Turf	\$30.00	\$240.00
3/2/2019	Saturday	Triangle/Koims Park(bathroom closed)	8:00am-4:00pm	8	Turf	\$30.00	\$240.00
3/3/2019	Sunday	Triangle/Koims Park(bathroom closed)	8:00am-4:00pm	8	Turf	\$30.00	\$240.00
		Credit Cards Accepted				Total:	\$4,410.00

TERMS:
\$25 FIELD USE Per Hour
\$5 LIGHTS Per Hour (5pm start time)
\$5 TURF Per Hour
Total payment due before all scheduled games/practices

NOTES:
Payment Due Now
Permit No:
19-015



Permit No:

DEPOSIT RECORD COPY
1-2/210

CHASE[®]

CHASE



PKS191037

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

My Transaction Summary

Transaction #157
Account Number Ending In: 0206
Checking Deposit \$5,665.00

Further review may result in delayed availability of this deposit

JPMorgan Chase Bank, N.A.
North Massapequa, Branch 900200
1-800-935-9935

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

Member FDIC, Equal Housing Lender
Please keep your receipt:
02/15/2018 14:17

Business Date 02/15/2019
Session #85

Field
Rental

Thank you - Dee Medina
Cashbox #07

PKJ SP 0001 02410 000 0000 (\$600)

PKS A 0001 02416 000 0000 (55,065)

158020851

8578202061

6

TOWN OF OYSTER BAY



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

DATE _____

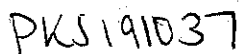
2/15/19

DATE 5-17-77
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.
LIST CHECKS SINGLY OR ATTACH LIST
DOLLARS CENTS

CURRENCY		
COIN CHECK I.D.	554500	
	12000	
\$	666500	

PLEASE ENTER TOTAL HERE

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.



3325

Name Manhattan Soccer Club		Phone	
Street 603 West 111 Street		Age	
Town New York	Zip NY 10025	Day Sat/Sun	Hour
Activity Soccer		Location Syosset Woodbury	
Mo./ 3/2/19	Day/ Year	Received By P. Work	Fee \$ 600.00 5665. 2/13

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

Syosset Woodbury = 600
misc. = 5065
5665

Cash ☐

Check ☒

$\frac{5665.00}{2/13} = 12054.15$
 $\frac{5665.00}{2/12} = 4805.15$
 $600 -$
 $\frac{5665.00}{2/12} = 4805.15$
 5665.00

Print

Check Number 31193082

Amount USD 5,545.00

Cleared Date 02/19/19

Pay To Town of Oyster Bay

Bills Paid With This Check

Invoice #	Due Date	Amount	Payment Amount
19-015	02/14/19	USD 5,065.00	USD 5,065.00
19-017	02/14/19	USD 480.00	USD 480.00

Page 1

Remittance info: Multiple Inv. (details on stub)
Manhattan Soccer Club, Inc.
603 West 111 Street
#6E
New York City, NY 10025
9146791037



The Bancorp Bank
Verify: 888-237-9615
82-1114311

2/12/2019

PAY TO THE
ORDER OF Town of Oyster Bay

\$ 5545.00

Five Thousand Five Hundred Forty-Five and 00/100

DOLLARS

VOID AFTER 90 DAYS

Town of Oyster Bay
DEPARTMENT OF PARKS
ATTN: LIZ CARROLL
977 HICKSVILLE ROAD
MASSAPEQUA, NY 11758

Ric Zant

Page 2

11.0 .22



Print

Check Number 31224638
Cleared Date 02/19/19

Amount USD 120.00
Pay To Town of Oyster Bay

Bills Paid With This Check

Invoice #	Due Date	Amount	Payment Amount
19-017 Second Inv.	02/14/19	USD 120.00	USD 120.00

Page 1

Remittance Info: Inv #19-017 Second Inv.
Manhattan Soccer Club, Inc.
606 West 111 Street
#6E
New York City, NY 10025
9145761037



The Bancorp Bank
Verify: 888-237-9615
62-111/311

2/13/2019

PAY TO THE
ORDER OF Town of Oyster Bay

\$ 120.00

One Hundred Twenty and 00/100

DOLLARS

VOID AFTER 90 DAYS

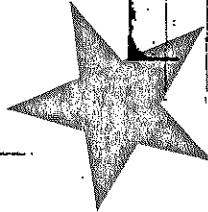
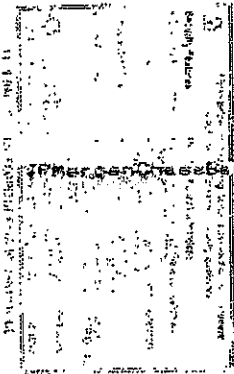


Town of Oyster Bay
DEPARTMENT OF PARKS
ATTN: LIZ CARROLL
977 HICKSVILLE ROAD
MASSAPEQUA, NY 11756

Ric Zant

Page 2

0 1620



FOR DEPOSIT ONLY
ANY OTHER USE IS VOID

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 15, 2019, recommended that the Town Board authorize a refund to be paid to Douglas Ford, in the amount of \$1,360.00, for a boat slip at Tappen Beach Marina, Glenwood Landing, cancelled due to unforeseen circumstances,

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 \$1,360.00 to Douglas Ford, from Account No. PKS A 0001 02025 526 0000 and payment of said refund is to be made by the Comptroller, upon presentation of a duly certified claim, after audit.

-#-

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

12

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: May 15, 2019

SUBJECT: Boat Slip Fee Refund

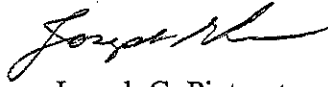
The Department of Parks has received correspondence from Douglas Ford requesting a refund in the amount of \$1,360.00. The refund is requested for a boat slip at the Tappen Beach Marina for the summer season of 2019. Please see attached for pertinent information regarding this refund request.


The refund should be mailed to:

Douglas Ford
3 Walnut Street
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)

May 3, 2019

Joseph G. Pinto
Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, NY 11758

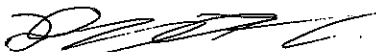
Dear Commissioner Pinto,

Unfortunately, due to unforeseen circumstances, I will not be able to put my boat into the Tappen Beach Marina for the summer season of 2019. I have already paid for the 2019 season and was assigned to slip A3.

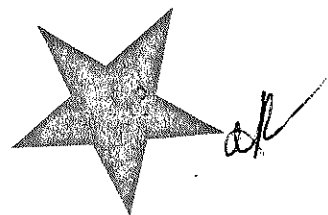
I am officially requesting a refund for the 2019 summer season.

Thank you for your understanding.

Sincerely,



Douglas D. Ford
3 Walnut Street
Glen Head, NY 11545





TOWN OF OYSTER BAY
Department of Parks

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

Joseph G. Pinto
Parks Commissioner

Joseph S. Saladino
Town Supervisor

SUMMER 2019 MARINA FINAL RECEIPT

Douglas Ford
3 Walnut Street
Glen Head, NY 11545

Receipt #: 15870

Slip No.: Tappen Beach A03

Vessel: _____

Birthdate: 6/30/1967 Payment Type: Personal Check

Reg. #: NY 1881 GZ

Amount Received: \$1,360.00 Check #: 2590

LOA: 24'

Date: 3/25/2019 12:18:30 PM

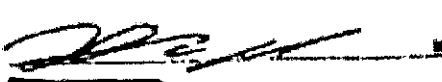
Payment Received By: PFORTUNA

TERMS AND CONDITIONS

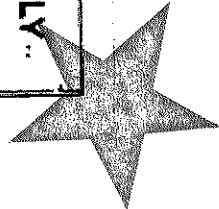
The season shall begin on Monday, Apr 15, 2019 and end on Sunday, Nov 10, 2019.

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

DOUGLAS FORD DEBRA FORD 3 WALNUT ST GLEN HEAD, NY 11543		2590
DATE <u>3/18/19</u>		
PAY TO THE ORDER OF <u>TCB</u>	\$ <u>1,360.00</u>	
<u>one thousand three hundred and sixty and 00/100</u>		
THE NYCB FAMILY OF BANKS NEW YORK COMMUNITY BANK - MEMBER FDIC NEW YORK COMMERCIAL BANK - AND ITS DIV		NYCA - Protecting Parks for Future Generations www.nyca.org
MEMO <u>Real Flip</u>		
[REDACTED]		
GLACIER NATIONAL PARK		
FOR DEPOSIT ONLY... Town Of Oyster Bay 85-820206		

Date 03/27, Check #2590 Amount \$1,360.00



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 16, 2019, requested that the Town Board amend Resolution No. 183-2019, adopted on March 12, 2019, authorizing payment to instructors for fitness classes provided and to be provided at various Town facilities, to remove the dollar amounts listed next to each individual's name. The total fee for the Yoga, Zumba, Cardio Kickboxing, Pilates, and Ballroom Dancing classes should not exceed \$25,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Resolution No. 183-2019 is hereby amended to remove the amounts listed next to each individual's name, with the total related fees for the classes not to exceed \$25,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. PKSA 7110 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 Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

13

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: May 16, 2019

SUBJECT: Amendment to Resolution 183-2019

The Department of Parks is requesting Town Board to amend Resolution #183-2019 which will remove the amounts listed next to each individual's name.

- a) Yoga
- b) Zumba
- c) Cardio Kickboxing
- d) Pilates
- e) Ballroom Dancing

The Department of Parks followed guideline number 5 to hire the following and requests Town Board authorization to use account number PKSA 7110 47660 000 0000 to pay the related fees. The total should not exceed \$25,000.

Yoga: Jingdi Lu, 8 Whitman Ave, Syosset 11791

Zumba: Victoria DeSalvo, 22 Linden Blvd., Hicksville 11801

Jessica Reilly, 425 Outlook Ave, West Babylon 11704

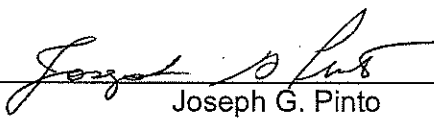
Pilates: Debra Tassone, 12 Amby Ave, Plainview 11803

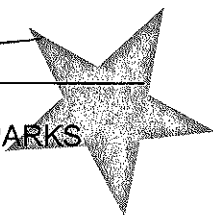
Donna Martini, 154 Anstice St, Oyster Bay 11771

Cardio Kickboxing: Jessica Reilly, 425 Outlook Ave, West Babylon 11704

Ballroom Dancing: Donatas Nacajus, 4303 215th Pl, Apt 2, Bayside 11361

Town Board approval is recommended.


Joseph G. Pinto
COMMISSIONER OF PARKS



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

Reviewed By

Office of Town Attorney

Elizabeth A. Faughnan

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 20, 2019, requested Town Board authorization to pay instructors for fitness classes provided and to be provided at various Town facilities in the disciplines of Yoga, Zumba, Cardio Kickboxing, Pilates and Ballroom Dancing, during the period January 1, 2019 through and including December 31, 2019, *nunc pro tunc*; and

WHEREAS, Commissioner Pinto, by the above-referenced memorandum advised that the Department identified these instructors pursuant to Guideline 5 of the Town's Procurement Policy; and

WHEREAS, Commissioner Pinto, by the above-referenced memorandum recommended and requested Town Board authorization pay the following instructors, on an hourly basis, in a total not to exceed the amount listed next to each individual's name, as follows:

\$5,000.00	Yoga	Jingdi Lu, 8 Whitman Ave., Syosset 11791
\$5,000.00	Zumba	Victoria DeSalvo, 22 Linden Blvd., Hicksville 11801
\$5,000.00	Zumba	Jessica Reilly, 425 Outlook Ave., West Babylon 11704
\$2,500.00	Pilates	Debra Tassone, 12 Amby Ave., Plainview 11803
\$2,500.00	Pilates	Donna Martini, 154 Anstice Ave., Oyster Bay 11771
\$2,500.00	Cardio Kickboxing	Jessica Reilly, 425 Outlook Ave., West Babylon 11704
\$2,500.00	Ballroom Dancing	Donatas Nacajus, 4303 215 th Pl, Apt. 2, Bayside, 11361

with payment for these services to be made from Account No. PKS A 7110 47660 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to pay for the services of the individuals named hereinabove, for the disciplines noted and in the total not to exceed amounts listed above for services provided during the period January 1, 2019 through and including December 31, 2019, *nunc pro tunc*, for programs to be established by the Department of Parks, and upon presentation of a duly certified claim, after audit, and the funds for said payment shall be paid from Account No. PKS A 7110 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	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Absent

cc: Supervisor
Town Attorney
Comptroller
Parks



WHEREAS, Joseph Nocella, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memoranda, dated May 22, 2019 and May 31, 2019, advised the Town Board that the Town owns a vacant lot, (approximately 3,240 square feet in size) located adjacent to 350 Jericho Turnpike, Jericho, New York, designated as Section 12, Block 137, Lot 127, on the Land and Tax Map of Nassau County, which lot was originally obtained by the Town in 1959; and

WHEREAS, Joseph Nocella and Thomas M. Sabellico, by said memoranda, advised it is Town policy on the sale of such properties to first offer the property to the owners of the adjoining properties, and in this instance Schmergel Enterprises Corp. is the owner of the only adjoining property; and

WHEREAS, Joseph Nocella and Thomas M. Sabellico, by said memoranda, advised that Schmergel Enterprises Corp., fee owner of 350 Jericho Turnpike, Jericho, New York, has offered to purchase the lot for the consideration of \$48,600.00, the value ascribed to the property by Goodman-Marks Associates, in an Appraisal paid for by Schmergel Enterprises Corp.; and

WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated May 24, 2019, stated that the subject property is surplus to the needs of the Town of Oyster Bay and may be sold; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, and John C. Tassone, Deputy Commissioner, Department of Public Works, by memorandum dated May 31, 2019, stated that the Department of Public Works has no objections with the sale of the subject premises; 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 \$48,600.00 to Schmergel Enterprises Corp., 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 vacant lot located adjacent to 350 Jericho Turnpike, Jericho, New York, designated as Section 12, Block 37 Lot 127 on the Land and Tax Map of Nassau County is surplus property; and be it further

Reviewed By
Office of Town Attorney

RESOLVED, That the Town Board declares that the sale of the lot located adjacent to 350 Jericho Turnpike, Jericho, New York, designated as Section 12, Block 37 Lot 127 on the Land and Tax Map of Nassau County, is a Type II action, pursuant to the 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 the subject property as prepared and approved by the Office of the Town Attorney for \$48,600.00 to Schmergel Enterprises Corp., and to execute the Deed and related transfer documents 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

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : May 31, 2019

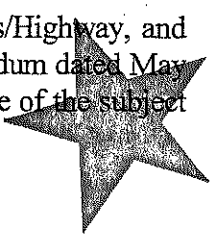
SUBJECT: Supplemental Memorandum – MD 5/21/19 #29
Sale of Vacant Land
Lot adjacent to 350 Jericho Turnpike, Jericho, New York
Sec. 12 Block 37 Lot 127

The Town acquired the above-referenced property (3,240 square feet in size) in November 1959, and Town records indicate that the Town has owned it since, but there is no record that we ever used the property. During the last year it came to the attention of the Town that the owner of the adjacent property, Schmergel Enterprises Corp. ("Schmergel"), has been using the parcel as a parking lot for its building.

It is Town policy on the sale of such properties to first offer the property to the owners of the adjoining properties, and in this instance Schmergel is the owner of the only adjoining property. Discussions took place between the Office of the Town Attorney and Schmergel regarding the sale of the property to Schmergel. The property was appraised by Goodman-Marks Associates, as having a value of \$48,600.00, and Schmergel has agreed to purchase the property for that amount. As part of the negotiation, Schmergel obtained a Title Report and the title company will certify the Town's ownership, the proposed sale to be subject to an existing easement granted by the Town to New York Telephone.

Eric Tuman, Commissioner, Department of General Services, by memorandum dated May 24, 2019, stated that the subject property "is surplus to the needs of the Town of Oyster and may be sold."

Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, and John C. Tassone, Deputy Commissioner, Department of Public Works, by memorandum dated May 31, 2019, stated that the Department of Public Works has no objections with the sale of the subject premises.



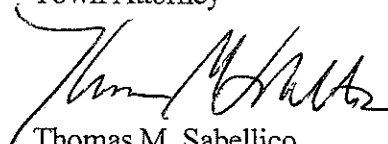
George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated February 20, 2019, stated that the proposed sale is classified as Type II, pursuant to the New York State SEQRA Type II Actions List, effective January 1, 2019, and does not require the completion of an Environmental Impact Statement or any review or other procedural activities pursuant to SEQRA.

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.

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, for the sales price of \$48,600.00. The sale of this property would be subject to permissive referendum

Respectfully Submitted,

JOSEPH NOCELLA
Town Attorney


Thomas M. Sabellico
Special Counsel

TMS:ba

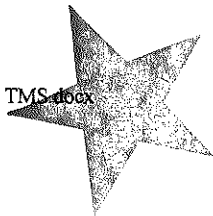
Attachment

cc: Town Attorney (9 copies)

Brian Noone, Inspector General

Tim Surlis

S:\Attorney\RESOS 2019\MD & RESO\Supp MD 350 Jericho Tpke TMS.docx



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 31, 2019

TO: OFFICE OF THE TOWN ATTORNEY

FROM: JOHN C. TASSONE, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


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

SUBJECT: PREMISES: LOT ADJACENT TO 350 JERICHO TURNPIKE, JERICHO, NY
SECTION 12, BLOCK 37, LOT 127


This office is in receipt of your letter dated May 22, 2019 regarding the above mentioned premises. Please be aware that this office has conducted a review of the property including the property record, deed and any easements. In addition, we have had discussions with Thomas Sabellico and Tim Surlis of your office regarding said property.

At this time, the Department of Public Works has no objections with the recommended transaction of said premises.

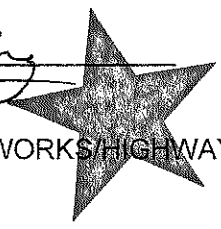
Very truly yours,



JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS



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



RWL/JCT/

Cc: Thomas M. Sabellico, Special Counsel
Tim Surlis, Office of the Town Attorney

Recommend sale 350 Jericho

TMS

Town of Oyster Bay
Inter-Departmental Memo

To: Office of the Town Attorney
Att: Joseph Nocella – Town Attorney


From: Eric Tuman, Commissioner of General Services

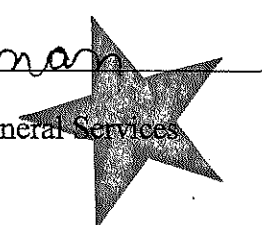
Date: May 24, 2019

Subject: Re: Premises: Lot adjacent to 350 Jericho Turnpike, Jericho, New York
Section 12, Block 37, Lot 127

The Department of General Services believes that the lot adjacent to 350 Jericho Turnpike, Jericho, New York Section 12, Block 37 Lot 127 is surplus to the needs of the Town of Oyster Bay and may be sold.

Attached is a brief history of the property and the method of selling said property.


Eric Tuman
Commissioner of General Services



ET/nl
Attachment:
cc: Tim Surlis

REC'D TOWN ATTORNEY
19 MAY 28 PM 3:35

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

February 20, 2019

TO: THOMAS SABELLICO, SPECIAL COUNCIL, OFFICE OF THE TOWN ATTORNEY

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

SUBJECT: SALE OF LAND AT SUBJECT LOCATION;
CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY
REVIEW ACT (SEQRA): TYPE II

LOCATION: PROPERTY ADJACENT TO 350 JERICHO TURNPIKE, JERICHO, NY 11753
SECTION: 12, BLOCK: 137, LOT: 127

Pursuant to Article 8 of the New York State Environmental Conservation Law, SEQRA, and the implementing regulations thereto at 6 NYCRR Part 617, and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay), the Department of Environmental Resources has reviewed the above captioned proposed action. In connection with review of this subject action pursuant to SEQRA, the Department was provided with a project description from the Town Attorney's Office. The action entails the purchase of a 3,240 square foot lot adjacent to 350 Jericho Turnpike, Jericho, N.Y. Schmergel Associates is the listed owner of adjacent building, located at 350 Jericho Turnpike (Section 12, Block 37, Lot 34), and has been using subject for approximately 30 years.

On the basis of our evaluation, the Department of Environmental Resources concludes that this proposed action is classified as Type II pursuant to the new SEQRA Type II Actions List, effective January 1, 2019, at 6 NYCRR §617.5(c), item #26, pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment".

Actions or classes of actions identified as Type II in the above-referenced sections of the SEQRA regulations have been pre-determined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8, and the SEQRA regulations. Inasmuch as the subject proposed action is classified under the aforementioned pre-determined Type II Action lists, the Department of Environmental Resources has applied the law and finds that said proposed action does not require the completion of an Environmental Impact Statement (EIS), or any review or other procedural activities pursuant to SEQRA.


GEORGE BAPTISTA JR.
Deputy Commissioner

cc: Joseph Nocella, Town Attorney, Office of the Town Attorney
Carol Strafford, Director of Legislative Affairs

File: FILE/ DER Dept Files/TEQR/TYPE II/Lot Adjacent To 350 Jericho Turnpike_Jericho

29

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 22, 2019

SUBJECT: Premises: Lot adjacent to 350 Jericho Turnpike, Jericho, New York
Section 12, Block 37 Lot 127

Please reserve a space on the Town Board calendar of June 4, 2019 with respect to the above-referenced matter. Supplemental memorandum to follow.

JOSEPH NOCELLA
TOWN ATTORNEY

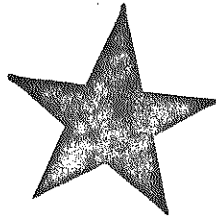
Thomas M. Sabellico
TMA

Thomas M. Sabellico
Special Counsel

TMS/nb

cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\MD Save a space 350 Jericho Tpke TMS.docx



Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, and Michael Cipriano, Division Head, Central Vehicle Maintenance, by memorandum dated May 9, 2019, recommended that the Town owned vehicles and equipment on the attached list be declared surplus and that the necessary steps be taken to secure bids on said vehicles and equipment;

WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated May 20, 2019, requested the Town Board declare that the Town owned vehicles and equipment on the attached list be declared surplus and that he be authorized to prepare and advertise said vehicles and equipment for competitive bid sale or public auction; and

WHEREAS, the aforementioned memoranda are in conformance with the requirements of the Town's Surplus Equipment Policy adopted by Resolution No. 415-2018 on June 12, 2018,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and the Town owned vehicles and equipment on the attached list are declared surplus, and the Commissioner of the Department of General Services is hereby authorized to prepare and advertise said vehicles and equipment for competitive bid sale or public auction.

#

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

16

Town of Oyster Bay Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: ERIC TUMAN, COMMISSIONER
GENERAL SERVICES DEPARTMENT


Date: May 20, 2019

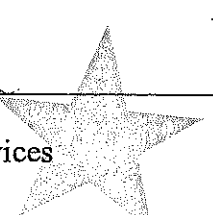
Subject: SURPLUS EQUIPMENT

As required by the Town of Oyster Bay Surplus Policy, Town Board Resolution #415-2018, the Town Board is hereby requested to give favorable consideration to the suggestion and recommendation to prepare and advertise these items for competitive bid sale or public auction.

In accordance with the attached request from the Department of Public Works attached are the surplus items including: description, condition, age, original cost and estimated current market value.

This department requests Town Board authorization to approve the attached items for competitive bid sale or public auction.


Eric Tuman, Commissioner
Department of General Services



ET/sc
Attachments

cc: Town Attorney (7)
Comptrollers/Accounts Payable
Department of Public Works
Central Vehicle Maintenance

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

May 9, 2019

TO: ERIC TUMAN, COMMISSIONER DEPT. OF GENERAL SERVICES

FROM: MICHAEL CIPRIANO, DIVISION HEAD, C.V.M.

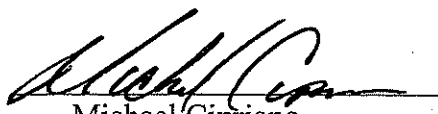
THRU: RICHARD W. LENZ, P.E., COMMISSIONER, D.P.W./HIGHWAY


SUBJECT: SURPLUS EQUIPMENT BID

The attached paperwork shows Town owned vehicles and equipment that are now surplus. Included are Vehicle Master Inquiry and a spread sheet showing the item number, computer number, year, make, model, department, color, condition, Vin#, and off set cost.

Please begin the necessary procedure to secure bids on this equipment.

If you should have any questions, please contact Pat White at ext. 5742


Michael Cipriano
Division Head C.V.M.


Richard W. Lenz, P.E.
Commissioner D.P.W./Highway

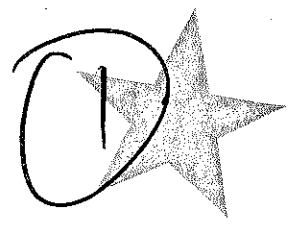
MC/RWL/pw

c: Pat White, Auto Shop Supervisor II
File

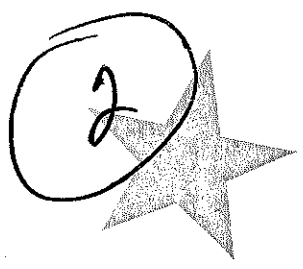
2019 SURPLUS VEHICLES RECYCLING TRUCKS

[illegible]

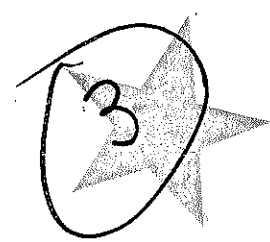
INV700	TOWN OF OYSTER BAY - VEHICLE MASTER INQUIRY	4/30/19
VEHICLE # RE084	MONTH ENDING 4/30/19	CMD-1 (MENU)
DESCRIPTION	RECYCLING TRUCK	CYLINDERS 6
YEAR	2012	LICENSE # AM8780
MAKE	INTER	ODOMETER 33,145.0
MODEL	7400	TIRE SIZE F. 315225
DEPARTMENT #	276	TIRE SIZE R. 11R225
DRIVER CHG DATE	00 00 (MM DD)	DEPT VEH. #
DRIVER		USEFUL LIFE 8
ORIGINAL COST	279,700	TITLE NUMBER 171964E
PURCHASE DATE	1/24/12	GROSS WEIGHT 56,000
PURCHASE ORDER#	24769	DRIVE WHEELS 2
LOCATION OF VEH.	150 MILLER	USE CODE
SOURCE OF FUNDS	K151	COLOR WHITE
ENGINE C.I.D.	466	***** COSTS *****
ENGINE TYPE	D	MONTH TO DATE YEAR TO DATE
TANK SIZE	70	PARTS - 2,079.35
ACCESS CODE	XW7YR	LABOR - 69.00
INSPECTION DUE DATE	---- 5/16	FUEL -
DISPOSITION -		LIFE TO DATE
STATUS - V	DISP DATE - 0/00/00	PARTS - 16,479.06
SERIAL NO. 1	HTWGAZT2CJ632637	LABOR - 38,978.94
		FUEL - 42,403.67



DESCRIPTION	RECYCLING TRUCK	CYLINDERS	6
YEAR	2012	LICENSE #	AM8781
MAKE	INTER	ODOMETER	35,775.0
MODEL	7400	TIRE SIZE F.	315225
DEPARTMENT #	276	TIRE SIZE R.	11R225
DRIVER CHG DATE	00 00 (MM DD)	DEPT VEH. #	
DRIVER		USEFUL LIFE	8
ORIGINAL COST	279,700	TITLE NUMBER	540563A
PURCHASE DATE	1/24/12	GROSS WEIGHT	56,000
PURCHASE ORDER#	24769	DRIVE WHEELS	2
LOCATION OF VEH.	150 MILLER	USE CODE	
SOURCE OF FUNDS	K151	COLOR	WHITE
ENGINE C.I.D.	466	***** COSTS *****	
ENGINE TYPE	D	MONTH TO DATE	YEAR TO DATE
TANK SIZE	70	PARTS -	-
ACCESS CODE	XW7YR	LABOR -	-
INSPECTION DUE DATE	---- 5/16	FUEL -	-
DISPOSITION -		LIFE TO DATE	
STATUS - V	DISP DATE - 0/00/00	PARTS -	15,717.36
SERIAL NO.	1 HTWGAZT2CJ632640	LABOR -	39,833.46
		FUEL -	44,210.98

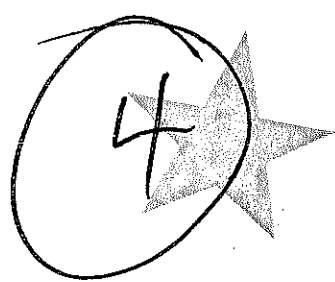


DESCRIPTION	RECYCLING TRUCK	CYLINDERS	6
YEAR	2012	LICENSE #	AM8782
MAKE	INTER	ODOMETER	37,461.0
MODEL	7400	TIRE SIZE F.	315225
DEPARTMENT #	276	TIRE SIZE R.	11R225
DRIVER CHG DATE	00 00 (MM DD)	DEPT VEH. #	
DRIVER		USEFUL LIFE	8
ORIGINAL COST	279,700	TITLE NUMBER	302976N
PURCHASE DATE	1/24/12	GROSS WEIGHT	56,000
PURCHASE ORDER#	24769	DRIVE WHEELS	2
LOCATION OF VEH.	150 MILLER	USE CODE	
SOURCE OF FUNDS	K151	COLOR	WHITE
ENGINE C.I.D.	466	***** COSTS *****	
ENGINE TYPE	D	MONTH TO DATE	YEAR TO DATE
TANK SIZE	70	PARTS -	-
ACCESS CODE	XW7YR	LABOR -	-
INSPECTION DUE DATE	---- 6/16	FUEL -	-
DISPOSITION -		LIFE TO DATE	
STATUS - V	DISP DATE - 0/00/00	PARTS -	11,867.65
SERIAL NO.	1 HTWGAZTXCJ632644	LABOR -	44,485.86
		FUEL -	44,861.16

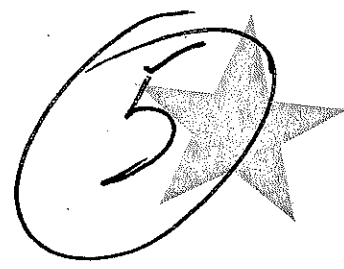


DESCRIPTION RECYCLING TRUCK
YEAR 2012
MAKE INTER
MODEL 7400
DEPARTMENT # 276
DRIVER CHG DATE 00 00 (MM DD)
DRIVER
ORIGINAL COST 279,700
PURCHASE DATE 1/31/12
PURCHASE ORDER# 24769
LOCATION OF VEH. 150 MILLER
SOURCE OF FUNDS K151
ENGINE C.I.D. 466
ENGINE TYPE D
TANK SIZE 70
ACCESS CODE XW7YR
INSPECTION DUE DATE ---- 10/18
DISPOSITION -
STATUS - V DISP DATE - 0/00/00
SERIAL NO. 1 HTWGAZTOCJ632636

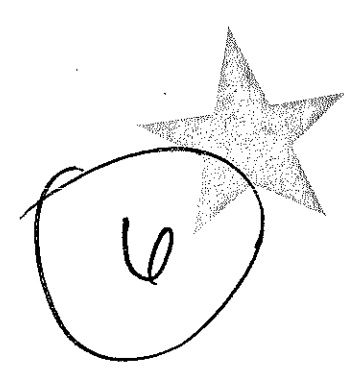
CYLINDERS 6
LICENSE # AM8783
ODOMETER 37,924.0
TIRE SIZE F. 315225
TIRE SIZE R. 11R225
DEPT VEH. #
USEFUL LIFE 8
TITLE NUMBER 147541K
GROSS WEIGHT 56,000
DRIVE WHEELS 2
USE CODE
COLOR WHITE
***** COSTS *****
MONTH TO DATE YEAR TO DATE
PARTS - 672.25 - 672.25
LABOR - 115.00 - 115.00
FUEL -
LIFE TO DATE
PARTS - 13,007.24
LABOR - 57,134.09
FUEL - 46,568.66



DESCRIPTION	RECYCLING TRUCK	CYLINDERS	6
YEAR	2013	LICENSE #	AM8784
MAKE	INTER	ODOMETER	37,024.0
MODEL	7400	TIRE SIZE F.	315R22
DEPARTMENT #	275	TIRE SIZE R.	11R225
DRIVER CHG DATE	00 00 (MM DD)	DEPT VEH. #	
DRIVER		USEFUL LIFE	8
ORIGINAL COST	279,700	TITLE NUMBER	
PURCHASE DATE	11/28/12	GROSS WEIGHT	56,000
PURCHASE ORDER#	26814	DRIVE WHEELS	4
LOCATION OF VEH.	150 MILLER	USE CODE	
SOURCE OF FUNDS	K151	COLOR	WHITE
ENGINE C.I.D.	466	***** COSTS *****	
ENGINE TYPE	D	MONTH TO DATE	YEAR TO DATE
TANK SIZE	70	PARTS -	-
ACCESS CODE		LABOR -	-
INSPECTION DUE DATE	---- 0/00	FUEL -	-
DISPOSITION -		LIFE TO DATE	
STATUS - V	DISP DATE - 0/00/00	PARTS -	10,294.57
SERIAL NO.	1 HTWGAZT6DH297181	LABOR -	20,577.49
		FUEL -	41,399.55



DESCRIPTION	RECYCLING TRUCK	CYLINDERS	6
YEAR	2013	LICENSE #	AM8786
MAKE	INTER	ODOMETER	.0
MODEL	7400	TIRE SIZE F.	315R22
DEPARTMENT #	275	TIRE SIZE R.	11R225
DRIVER CHG DATE	00 00 (MM DD)	DEPT VEH. #	
DRIVER		USEFUL LIFE	8
ORIGINAL COST	279,700	TITLE NUMBER	411471N
PURCHASE DATE	11/28/12	GROSS WEIGHT	56,000
PURCHASE ORDER#	26814	DRIVE WHEELS	4
LOCATION OF VEH.	150 MILLER	USE CODE	
SOURCE OF FUNDS	K151	COLOR	WHITE
ENGINE C.I.D.	466	***** COSTS *****	
ENGINE TYPE	D	MONTH TO DATE	YEAR TO DATE
TANK SIZE	70	PARTS -	-
ACCESS CODE		LABOR -	-
INSPECTION DUE DATE	---- 0/00	FUEL -	-
DISPOSITION -		LIFE TO DATE	
STATUS - V	DISP DATE - 0/00/00	PARTS -	12,167.42
SERIAL NO.	1 HTWGAZT1DH297184	LABOR -	25,181.84
		FUEL -	39,557.62

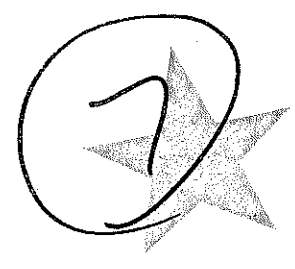


DESCRIPTION RECYCLING TRUCK
YEAR 2013
MAKE INTER
MODEL 7400
DEPARTMENT # 275
DRIVER CHG DATE 00 00 (MM DD)
DRIVER
ORIGINAL COST 279,700
PURCHASE DATE 1/03/13
PURCHASE ORDER# 26814
LOCATION OF VEH. 150 MILLER
SOURCE OF FUNDS K151
ENGINE C.I.D. 466
ENGINE TYPE D
TANK SIZE 70
ACCESS CODE
INSPECTION DUE DATE ---- 0/00
DISPOSITION -
STATUS - V DISP DATE - 0/00/00
SERIAL NO. 1 HTWGAZT8DH297182

CYLINDERS 6
LICENSE # AM8787
ODOMETER 35,060.0
TIRE SIZE F. 315R22
TIRE SIZE R. 11R225
DEPT VEH. #
USEFUL LIFE 8
TITLE NUMBER 176410X
GROSS WEIGHT 56,000
DRIVE WHEELS 4
USE CODE
COLOR WHITE

***** COSTS *****
MONTH TO DATE YEAR TO DATE

PARTS	-	-
LABOR	-	-
FUEL	-	-
<u>LIFE TO DATE</u>		
PARTS	-	17,528.83
LABOR	-	33,112.69
FUEL	-	42,671.22



DESCRIPTION	RECYCLING TRUCK	CYLINDERS	6
YEAR	2015	LICENSE #	AM8788
MAKE	INTER	ODOMETER	27,001.0
MODEL	7400	TIRE SIZE F.	315R22
DEPARTMENT #	276	TIRE SIZE R.	11R225
DRIVER CHG DATE	00 00 (MM DD)	DEPT VEH. #	
DRIVER		USEFUL LIFE	8
ORIGINAL COST	291,300	TITLE NUMBER	203618Q
PURCHASE DATE	4/10/14	GROSS WEIGHT	56,000
PURCHASE ORDER#	29962	DRIVE WHEELS	4
LOCATION OF VEH.	150 MILLER	USE CODE	AUTO
SOURCE OF FUNDS	K151	COLOR	WHITE
ENGINE C.I.D.	300	***** COSTS *****	
ENGINE TYPE	D	MONTH TO DATE	YEAR TO DATE
TANK SIZE	50		
ACCESS CODE			
INSPECTION DUE DATE	---- 0/00		
DISPOSITION -		LIFE TO DATE	
STATUS - V	DISP DATE - 0/00/00		
SERIAL NO.	1 HTWGAZT9FH181279		

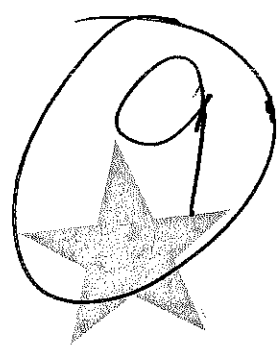
PARTS	-
LABOR	-
FUEL	-
PARTS	-
LABOR	-
FUEL	-



DESCRIPTION	RECYCLING TRUCK	CYLINDERS	6
YEAR	2015	LICENSE #	AL7896
MAKE	INTER	ODOMETER	19,811.0
MODEL	7400	TIRE SIZE F.	80R225
DEPARTMENT #	276	TIRE SIZE R.	70R225
DRIVER CHG DATE	00 00 (MM DD)	DEPT VEH. #	
DRIVER		USEFUL LIFE	8
ORIGINAL COST	291,300	TITLE NUMBER	125699C
PURCHASE DATE	4/10/15	GROSS WEIGHT	56,000
PURCHASE ORDER#	2875	DRIVE WHEELS	4
LOCATION OF VEH.	150 MILLER	USE CODE	AUTO
SOURCE OF FUNDS	K151	COLOR	WHITE
ENGINE C.I.D.	300	***** COSTS *****	
ENGINE TYPE	D	MONTH TO DATE	YEAR TO DATE
TANK SIZE	70		
ACCESS CODE			
INSPECTION DUE DATE	---- 0/00		
DISPOSITION -			
STATUS - V	DISP DATE - 0/00/00		
SERIAL NO.	1 HTWGAZT4FH737496		

PARTS	-
LABOR	-
FUEL	-
PARTS	-
LABOR	-
FUEL	-

LIFE TO DATE	
	9,835.34
	13,575.18
	18,347.66



WHEREAS, the Town Board of the Town of Oyster Bay ("Town Board"), has heretofore authorized and directed the implementation of a Self-Insurance Program for the Town's general liability; and

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

WHEREAS, Joseph Nocella, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated May 9, 2019 advised that Plaintiff, Angela Mancuso, brought suit against the Town, alleging that she sustained personal injuries including a detached retina with surgical intervention, as a result of trip and fall on the sidewalk outside the premises at 852 North Broadway in Massapequa, New York on July 3, 2014; and

WHEREAS, after extensive settlement negotiations, this case settled for \$150,000.00, with the abutting landowner, Tra-Brun Homes, Inc. to pay \$100,000.00, and the Town to pay \$50,000.00 in full resolution of all claims of Claimant against the Town of Oyster Bay, which settlement is in the best interests of the Town according to the memorandum of Mr. Nocella and Mr. Lesser,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of the Town Attorney, payment of the sum of \$50,000.00 is hereby authorized and approved by the Town Board, as full settlement to Plaintiff, Angela Mancuso, with regard to Index No. 405/2015 (Supreme Court: Nassau County), and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to "Angela Mancuso and Levine and Grossman, as attorneys", in the amount of \$50,000.00; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

22

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : May 9, 2019

SUBJECT: Settlement of Negligence Claim
Angela Mancuso v. Town of Oyster Bay, *et al.*
Nassau County Index No. 405/2015
Our Matter No. 2014-4597

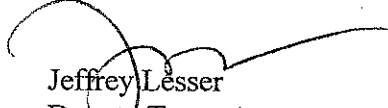
A resolution of the Town Board is required in order for the Town to settle claims, where the amount of the proposed settlement exceeds Ten Thousand (\$10,000.00) Dollars.

The above referenced claim arose as a result of a trip and fall on the sidewalk outside the premises at 852 North Broadway in Massapequa, New York. The incident occurred on July 3, 2014. The Town had received notice of defect and conducted a sidewalk inspection at the subject location on July 23, 2012. Despite the Town's expectation that the landowner would correct any defects, the sidewalk was not repaired by either the Town or landowner. Plaintiff sustained a detached retina with surgical intervention. Following initial treatment, plaintiff continued to have complaints of visible "floaters" and light discomfort.

After extensive settlement negotiations, this matter was settled for \$150,000.00. Of that settlement amount, the Town is to pay \$50,000 and the adjacent landowner, Tra-Brun Homes, Inc is to pay \$100,000. It is this Office's opinion that such settlement is just, reasonable, and in the best interests of the Town given the uncertainties associated with litigation.

Accordingly, we have attached a resolution authorizing payment of \$50,000.00, together with copies of the Stipulation of Settlement, a General Release and Hold Harmless Agreement in favor of the Town, executed by Claimant, Angela Mancuso. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

JOSEPH NOCELLA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JAL:jl
Attachment

cc: Town Attorney (with 7 copies)

MICHAEL B. GROSSMAN
SCOTT D. RUBIN*

STEVEN SACHS
BRIAN C. LOCKHART
STACEY HASKEL +

* (N.Y. & MASS. BAR)
+ (N.Y., N.J. BAR)

LAW OFFICES
LEVINE AND GROSSMAN

114 OLD COUNTRY ROAD
SUITE 460
MINEOLA, NEW YORK 11501

WILLIAM T. BURDO
WALTER F. WORTMAN
PERRY T. CRISCITELLI
COUNSEL

WILLIAM F. LEVINE
(1935-2014)

(516) 248-7575
(516) 294-0066
FAX: (516) 294-0645
EMAIL: LEVINENGROSSMAN@AOL.COM

March 19, 2019

Milber Makris Plousadis & Seiden
1000 Woodbury Road, Suite 402
Woodbury, NY 11797

Baxter, Smith & Shapiro, P.C.
99 North Broadway
Hicksville, New York 11801

Re: ANGELA MANCUSO v. TOWN OF OYSTER BAY, et al

Dear Counselors:

With regard to the settlement of the above matter, enclosed please find General Releases, together with Hold Harmless Agreements, Stipulations of Discontinuance and W9s.

Demand is hereby made that prompt payment of this settlement be made in accordance with CPLR Section 5003-a. In the event that payment is not received within twenty-one days from this tender, judgment will be entered against the defendants, without further notice, for the full amount of the judgment, with interest thereon from the date of tender, plus costs and disbursements.

Thank you for your courtesy and attention to this matter.

Very truly yours,
LEVINE & GROSSMAN

Steven L. Sachs, Esq.
SDR/ep

GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That:
ANGELA MANCUSO, 165 BLUE RIDGE TRAIL, MOORESVILLE, NC 28117

as RELEASORS,

in consideration of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00)

received from TOWN OF OYSTER BAY

as RELEASEE,

receipt whereof is hereby acknowledged, releases, and discharges TOWN OF OYSTER BAY

the RELEASEE, RELEASEE'S heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR. RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE.

In particular, for injuries sustained on 7/13/14

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require. The word "RELEASOR" and "RELEASEE" include all Releasors and all Releasees under this RELEASE. is RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has hereunto set RELEASOR'S hand and seal on the 13 day of March 2019

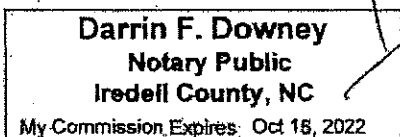


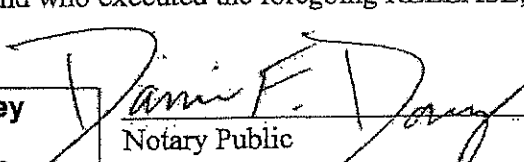
ANGELA MANCUSO LS

IN PRESENCE OF

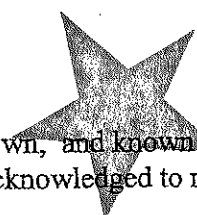
STATE OF NORTH CAROLINA
COUNTY OF Iredell

On March 13, 2019, before me personally came ANGELA MANCUSO to me known, and known to me to be the individual described in, and who executed the foregoing RELEASE, and duly acknowledged to me that she executed the same.





Notary Public



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

ANGELA MANCUSO,

Plaintiff,

-against-

TOWN OF OYSTER BAY, BROADWAY GOURMET
CATERERS, INC., JAXSON BLAKE HOLDINGS, INC.
and TRA-BRUN HOMES, INC.,

Defendants.

**STIPULATION OF
DISCONTINUANCE WITH
PREJUDICE**

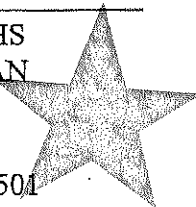
Index No.: 00405/2015

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, the attorneys of record for all the parties to the above entitled action, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above entitled be, and the same hereby is discontinued, with prejudice, without costs to either party as against the other. This stipulation may be filed without further notice with the Clerk of the Court.

Dated: Mineola, New York
March 19, 2019

Milber Makris Plousadis & Seiden
Attorneys for Defendant
TOWN OF OYSTER BAY
1000 Woodbury Road, Suite 402
Woodbury, NY 11797

BY: STEVEN L. SACHS
LEVINE & GROSSMAN
Attorneys for Plaintiff
114 Old Country Road
Mineola, New York 11501



Baxter, Smith & Shapiro, P.C.
Attorneys for Defendant
TRA-BRUN HOMES, INC.
99 North Broadway
Hicksville, New York 11801
(516)997-7330

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

ANGELA MANCUSO,

Plaintiff,

-against-

TOWN OF OYSTER BAY, BROADWAY GOURMET
CATERERS, INC., JAXSON BLAKE HOLDINGS, INC.
and TRA-BRUN HOMES, INC.,

Defendants.

Index No.: 00405/2015

**STIPULATION OF
SETTLEMENT**

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, defendant TOWN OF OYSTER BAY (hereinafter "the Town") and the plaintiff, and her counsel, that the above matter is settled as against the Town for the total sum of \$50,000; and it is

FURTHER STIPULATED AND AGREED TO that plaintiff's counsel represented to the Town's counsel that he has spoken with his client and she agreed to the settlement and that plaintiff's counsel represents, as an officer of the Court, that he has the authority to enter into this settlement agreement; and it is

FURTHER STIPULATED AND AGREED TO that plaintiff's counsel shall provide the Town's counsel with: an original duly executed General Release releasing the Town of Oyster Bay, an original duly executed Hold Harmless Agreement (in the form provide by the Town) agreeing to hold the Town harmless and indemnify the Town as to any and all liens, statutory or otherwise, and an original duly executed Stipulation of Discontinuance discontinuing this action as to the Town with prejudice without costs to either side; and it is

FURTHER STIPULATED AND AGREED TO, that the settlement is subject to the approval of the Town Board of the Town of Oyster Bay within 120 days from the date of receipt by the Town's counsel of the above-referenced settlement documents. In the event said settlement approval is rejected by the Town Board, the Town agrees to enter into a stipulation with plaintiff's counsel restoring the above matter to the Court's calendar on 10 days written notice; and it is

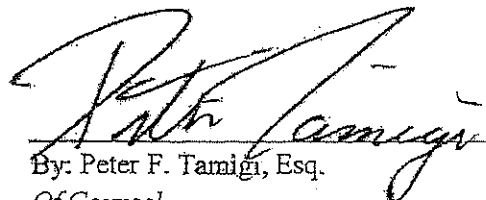
FURTHER STIPULATED AND AGREED TO, that the plaintiff recognizes that the settlement is not subject to the provisions of CPLR §5003-a; and it is

FURTHER STIPULATED AND AGREED TO, that plaintiff's counsel and the plaintiff understand that it may take up to 120 days from receipt of all Settlement Documents to receive a settlement check.

Dated: Woodbury, New York

3/26/2019

By: Steven Sachs, Esq.
LEVINE & GROSSMAN
Attorneys for Plaintiff
114 Old Country Road
Suite #460
Mineola, NY 11501
(516) 248-7575


By: Peter F. Tamigi, Esq.
Of Counsel
MILBER MAKRIS PLOUSADIS
& SEIDEN, LLP
Attorneys for Defendant
TOWN OF OYSTER BAY
1000 Woodbury Road, Suite 402
Woodbury, New York 11797
(516) 712-4000

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

ANGELA MANCUSO,

Plaintiff,

-against-

TOWN OF OYSTER BAY, BROADWAY GOURMET
CATERERS, INC., JAXSON BLAKE HOLDINGS, INC.
and TRA-BRUN HOMES, INC.,

Defendants.

Index No.: 00405/2015

**HOLD HARMLESS
AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED, by and on behalf of the Plaintiff in this action, in consideration of the settlement of this action, by defendant TOWN OF OYSTER BAY (hereinafter "the Town"), as follows:

1. Plaintiff will defend, indemnify and hold harmless the Town of Oyster Bay and Milber Makris Plousadis & Seiden, LLP, and any insuring entity participating in this settlement, against any lien, claim or action arising from the settlement, or asserted against the settlement proceeds, including any claim for contribution, indemnification or subrogation arising out of any lien, including but not limited to the ERISA lien by CIGNA in the amount of \$5,494.32;
2. Plaintiff will have the sole responsibility to satisfy any lien or claim asserted against the settlement proceeds or arising from the settlement, including payment of the ERISA Lien asserted by CIGNA;
3. Other than the ERISA Lien asserted by CIGNA, plaintiff represents that she is not aware of any statutory liens, and has received no benefits from Medicare or Medicaid in connection with this matter. Nonetheless, plaintiff will completely satisfy any and all claims Medicare and/or Medicaid has or may have with respect to the settlement of this action and the

claims asserted in this action by paying all funds due and owing to Medicare and/or Medicaid, and/or any other lien holder within sixty (60) days of receipt of the final demand letter and the settlement proceeds.

4. Plaintiff makes no claim against any other defendants in this action for vicarious liability for any alleged acts and omissions of the Town.

5. The settlement of this action does not constitute any admission of liability on the part of the Town and any insuring entity participating in this settlement.

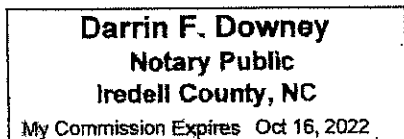
Dated: Woodbury, New York

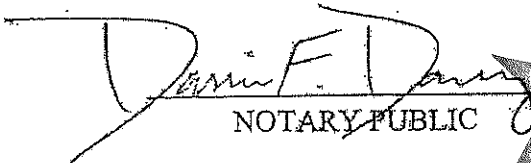
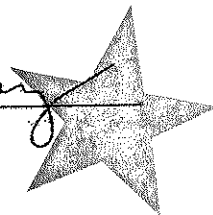
3/13, 2019


ANGELA MANCUSO

North Carolina
STATE OF NEW YORK)
COUNTY OF Iredell : ss.

On 13 of March, 2019 before me personally came ANGELA MANCUSO to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and duly acknowledged to me that he executed the same in his capacity.




NOTARY PUBLIC 

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>LEVINE & GROSSMAN</u>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=S corporation, P=Partnership) <u> </u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) <u> </u> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u> </u> Exemption from FATCA reporting code (if any) <u> </u> (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. <u>114 Old Country Road</u>	Requester's name and address (optional)
6 City, state, and ZIP code <u>Minneapolis New York 11501</u>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <u> </u>	Date <u>3/18/16</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

Reviewed By
Office of Town Attorney

WHEREAS, pursuant to Public Notice, bids were requested for Contract HDB19-189, Highway Requirements Contract for Bulkheads and Drainage throughout the Town of Oyster Bay; and

WHEREAS, seven (7) vendors requested and received the contract specifications but no bids were received on or prior to the date when bids for the aforementioned contract were to be publicly opened; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated May 20, 2019, recommended that Contract HDB19-189 be re-bid, due to the initial lack of bidder interest, and that the Division of Purchasing be authorized to proceed with the rebid of this contract; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Division of Purchasing shall proceed with the rebid of Contract HDB19-189, Highway Requirements Contract for Bulkheads and Drainage throughout 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
Public Works

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 20, 2019

TO: MEMORANDUM DOCKET


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

SUBJECT: PERMISSION TO RE-BID
HIGHWAY REQUIREMENTS CONTRACT FOR BULKHEADS AND
DRAINAGE THOUGHOUT THE TOWN OF OYSTER BAY
CONTRACT NO. HBD19-189

Please be aware that on May 1st, 2019 the above-mentioned contract was scheduled to publicly open bids through the Division of Purchasing. Seven (7) vendors picked up the contract specifications but no bids were received.

At this time, the Division of Engineering recommends that this project be re-bid due to the lack of bidder interest.

Therefore, it is hereby requested that the Town Board authorize by Resolution, permission to re-bid the Highway Requirements Contract for Bulkheads and Drainage throughout the Town of Oyster Bay, Contract No. HBD19-189.



Richard W. Lenz by: *[Signature]*
Eric C. G... Deputy Commissioner
RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/SC/lk

cc: Town Attorney (w/7 copies)
Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
John Bishop, Deputy Commissioner/Highway

HBD19-189_REQ FOR BULKHEADS AND DRAINAGE-PERMISSION TO RE-BID

WHEREAS, by Resolution No. 702-2012, adopted on August 14, 2012, the Town Board authorized the Supervisor to enter into a license agreement with Bill's Towing Service, Inc., 13 Midland Avenue, Hicksville, New York 11801, to utilize a parcel of property at the Town's Department of Public Works Complex in Syosset, New York, for the storage of impounded vehicles in connection with Bill's Towing Service, Inc.'s contract with the County of Nassau to tow and impound vehicles; and

WHEREAS, said license agreement has been periodically renewed, most recently in June 2015, for the period June 22, 2015 through June 21, 2016, for vehicle storage up to eighty (80) cars (approximately 2.2 acres of land, for a monthly license fee of \$1,500.00 as approved by Resolution No. 400-2015, adopted on July 7, 2015; and

WHEREAS, upon the expiration of that Agreement, since June 21, 2016, Bill's Towing Service, Inc., continued to occupy the premises on a month to month basis; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated May 20, 2019, advised that it was agreed that the size of the property to be licensed to Bill's Towing Service, Inc. was reduced to one acre and the monthly license fee was increased to \$3,000.00, for the period commencing November 1, 2018 through October 31, 2019, and Commissioner Lenz by said memorandum requested and recommended that the Town Board approve the Town entering into a license agreement with Bill's Towing Service, Inc. for the period November 1, 2018 through October 31, 2019, nunc pro tunc, for one acre, as designated by the Department of Public Works, at 150 Miller Place, Syosset, New York, for a monthly license fee of \$3,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and the Supervisor or his designee is authorized to enter into a license agreement with Bill's Towing Service, Inc. for the period November 1, 2018 through October 31, 2019, nunc pro tunc, for one acre, as designated by the Department of Public Works, at 150 Miller Place, Syosset, New York, for a monthly license fee of \$3,000.00.

-#-

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

Reviewed By
Office of Town Attorney

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

TO: MEMORANDUM DOCKET

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


SUBJECT: LICENSE AGREEMENT BETWEEN THE TOWN OF OYSTER BAY
AND BILL'S TOWING SERVICE, INC.
USE OF PROPERTY AT TOWN DPW COMPLEX, SYOSSET, NEW YORK

DATE: MAY 20, 2019

Since June 22, 2004, Bill's Towing Service, Inc. has utilized a portion of the Town's DPW Complex in Syosset for the storage of impounded vehicles in connection with their contract with the County of Nassau to tow and impound vehicles. The License Agreement arrangement was originally approved by Resolution No. 424-2004, adopted on June 22, 2004.

The most recent Agreement was executed in June 2015, authorized by Resolution No. 400-2015, adopted on July 7, 2015, and was for the period July 22, 2015 through June 21, 2016, for vehicles storage up to 80 cars (approximately 2.2 acres of land) at a monthly fee of \$1,500. After the expiration of that Agreement, Bill's Towing continued to use the property on a month to month basis.

Commencing on November 1, 2018, it was agreed that the size of the property to be licensed to Bill's Towing Service Inc. was reduced to one acre and the monthly license fee was increased to \$3,000. It was agreed that this license agreement would continue through October 31, 2019. The undersigned requests and recommends that the Town Board approve the Town entering into a license agreement with Bill's Towing Service, Inc. for the period November 1, 2018 to October 31, 2019, nunc pro tunc, for one acre at Miller Place, Syosset, New York, at a monthly fee of \$3,000. It is requested that this matter be placed on the June 4, 2019 Town Board calendar for action.


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

RWL/JCT/MR/nm

cc: Town Attorney (w/7copies)
Steven Ballas, Comptroller
Thomas Sabellico/Special Counsel

WHEREAS, by Resolution No. 702-2012, adopted on August 14, 2012, this Town Board authorized the Supervisor to enter into a license agreement with Bill's Towing Service, Inc., 13 Midland Avenue, Hicksville, New York 11801, to utilize a parcel of property at the Department of Public Works Complex in Syosset, New York, for the storage of impounded vehicles, in connection with a contract between Bill's Towing Service, Inc., and the County of Nassau; and

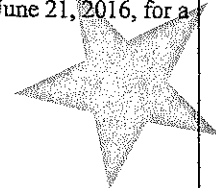
WHEREAS, said license agreement has been periodically renewed, the most recent of which expired on June 21, 2014; and

WHEREAS, since that time, Bill's Towing Service, Inc., has continued to utilize the premises on a month-to-month basis, and is current in its payments to the Town for such use; and

WHEREAS Bruce Goldblatt, President of Bill's Towing Service, Inc., by letter dated December 4, 2014, has requested that the license agreement be extended through June 21, 2016; and

WHEREAS, Kevin M. Hanifan, Commissioner of the Highway Department, by memoranda dated June 18, 2015 and June 24, 2015, requests Town Board authorization for the Supervisor to renew the license agreement with Bill's Towing Service, Inc., from July 22, 2015 through June 21, 2016, for a fee of \$1,500.00 per month,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor is hereby authorized and directed to renew the license agreement with Bill's Towing Service, Inc., 13 Midland Avenue, Hicksville, New York 11801, to utilize a parcel of property at the Department of Public Works Complex in Syosset, New York, for the storage of impounded vehicles in connection with the contract between Bill's Towing Service, Inc., and the County of Nassau, from July 22, 2015 through June 21, 2016, for a fee of \$1,500.00 per month.



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

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

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

Reviewed by
Office of Town Attorney
Martin D. Clune

Reviewed By
 Office of Town Attorney
 Elizabeth O. Faughnan

WHEREAS, Al Staab, member, Feast Committee of the Italian American Citizens Club of Oyster Bay, 48 Summit Street, Oyster Bay, New York 11771, by letter dated March 11, 2019, requested the closing of Municipal Parking Field O-6 ("Fireman's Field") in Oyster Bay, accompanied by the installation of twelve (12) metal signs, stating "No Parking after 12:01 A.M., Monday, July 8th through Monday, July 15, 2019, at 12:01 A.M.", the use of one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails and a waiver of the requirements of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", Section 3, for the St. Rocco's Festival, to be held from July 10, 2019 through July 14, 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 14, 2019, has advised that the Department has no objection to the closing of Municipal Parking Field O-6 in Oyster Bay, and to providing the installation of twelve (12) metal signs, white with red lettering stating "No Parking after 12:01 A.M., Monday, July 8th through Monday, July 15, 2019, at 12:01 A.M.", the use of one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails from July 8, 2019 to July 15, 2019, and a waiver of the requirements of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", Section 3, for the St. Rocco's Festival, to be held from July 10, 2019 through July 14, 2019; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of the abovementioned requests 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 John P. Bishop, Deputy Commissioner, Highway Department, is hereby authorized to have the Town provide for the closing of Municipal Parking Field O-6 ("Fireman's Field") in Oyster Bay, accompanied by the installation of twelve (12) metal signs, white with red lettering stating "No Parking after 12:01 A.M., Monday, July 8th through Monday, July 15, 2019, at 12:01 A.M.", the use of one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails, from July 8, 2019 to July 15, 2019, and the restrictions of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", Section 3, are waived from July 10, 2019 through July 14, 2019, for the duration of the event, 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 municipality shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said municipality 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
Public Works

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TOWN OF OYSTER BAY

Inter-Departmental Memo

May 14, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: ST. ROCCO'S FESTIVAL – MUNICIPAL FIELD O-6, OYSTER BAY
SPONSORED BY ITALIAN AMERICAN CITIZENS CLUB OF OYSTER BAY, INC
TO BE HELD JULY 10TH – JULY 14TH, 2019

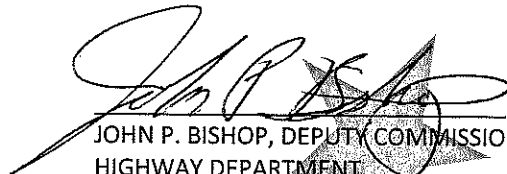
Enclosed please find a copy of the letter from Al Staab, Feast Committee, requesting our assistance on behalf of the Italian American Citizens Club of Oyster Bay, Inc. in conducting the St. Rocco's Festival in Municipal Parking Field O-6 in Oyster Bay from Monday, July 8th through Monday, July 15th, 2019.

The Highway Department has no objection to the use of Municipal Parking Field O-6 in Oyster Bay and the equipment for this event and can readily supply one hundred (100) complete barricades, twenty five (25) traffic cones and fifty (50) yellow sort pails for this event, from July 8th through July 15th, 2019. Any equipment requested which falls under the jurisdiction of the Parks Department will be prepared by and supplied by Parks after the required Parks Department Permits have been obtained.

The request for twelve (12) metal signs (white with red lettering) stating "No Parking after 12:01 A.M. Monday, July 8th, through Monday, July 15th, 2019 at 12:01 A.M. Once approved by Town Board Resolution the sign request will be forwarded to our Sign Bureau for action

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) on behalf of the Italian American Citizens Club of Oyster Bay Inc. during the celebration of the St. Rocco Festival from July 10th through July 14th, 2019..

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
Doug Robalino, General Foreman 002
Steve Kelly, Sign Bureau Supervisor
Parks Department
Justin McCaffrey, Commissioner, Department of Public Safety
Richard Lenz, Commissioner of DPW

Grace SantaMaria, Highway Administration



**Italian American Citizens Club
of Oyster Bay**

March 11, 2019

Commissioner John Bishop

C/o Town of Oyster Bay
Highway Dept.
150 Miller Place, Syosset, New York 11791

Dear Commissioner Bishop:

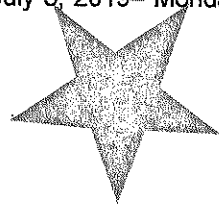
Once again, we are reaching out to you and the Town of Oyster Bay for support in continuing a long-standing tradition in Oyster Bay. In an effort to have a quality feast that the people of Oyster Bay and surrounding communities can enjoy we will need help and approval from the Town of Oyster Bay.

We are requesting the use of Fireman's Field # 06. The dates of the actual feast are **Wednesday, July 10th, 2019 through Sunday, July 14th, 2019**. However, just like last few years, we would need to shut down the area from Monday morning July, 8th – Monday morning July, 15th, 2019. We will be responsible for the Town of Oyster Bay property and equipment from Monday July 3, 2019– Monday July 10, 2019.

Thank you for your help and please contact us with any questions or concerns.

Sincerely,

Al Staab
Feast Committee
516-250-7817
al.staab@gensecurity.com





ITALAME-01

DCORTELLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2019

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 SCS Agency, Inc. 1981 Marcus Avenue #125 Lake Success, NY 11042	CONTACT NAME: PHONE (A/C, No, Ext): (516) 466-6007 FAX (A/C, No): (516) 829-5857 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Italian American Citizens Club of Oyster Bay, Inc. 48 Summit St. Oyster Bay, NY 11771	NAIC # 18058

COVERAGES

CERTIFICATE NUMBER: parkin

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				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	<input type="checkbox"/> Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Special Event Liab		EV47610	7/8/2019	7/16/2019	Ea Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Special Event: St Rocco's Feast - 07/08/19 - 07/16/2019
Loc: Firemen's Field, Oyster Bay, NY 11771

General Liability - \$1,000,000
Personal and Advertising Injury - \$1,000,000
Products/Completed Operations Aggregate Limit - \$3,000,000
General Aggregate Limit - \$3,000,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

The Town of Oyster Bay
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

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: ITALAME-01

DCORTELLI

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

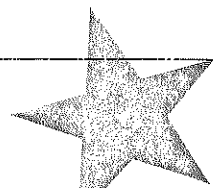
AGENCY SCS Agency, Inc.		NAMED INSURED Italian American Citizens Club of Oyster Bay, Inc. 48 Summit St. Oyster Bay, NY 11771
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
Rented to you Limit - \$100,000
Liquor Liability Limit - \$1,000,000

SUBJECT TO POLICY TERMS AND CONDITIONS: RE: St.Roccas Feast 7/08/19-7/16/19 The Town of Oyster Bay is additional insured under General Liability with respect to the use of parking fields 0-6 and various equipment.



ACORD 101 (2008/01)

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Reviewed By
Office of Town Attorney

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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.

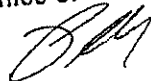
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
1. Town of Oyster Bay Department of Sanitation
2. Long Island Lighting Company dba LIPA, PSEG Long Island LLC, Long Island Electric Utility Servco LLC
3. Oyster Bay East Norwhich Central School District
4. The Town of Oyster Bay
5. Cassone Leasing Inc 1950 Lakeland Ave Ronkonkoma, NY 11779
6. NYSDOT Traffic Engineering & Safety Veterans Memorial Highway Hauppauge, NY 11788
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "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.

Reviewed By
Office of Town Attorney



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

This Agreement is made this 11th day of March 2019, by The Italian American Citizens Club of Oyster Bay

(Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Fireman's Field # 06. We would also need from the Town of Oyster Bay; portable lights, show-mobile, barriers, picnic tables, and Sanitation truck and trash receptacles.

The property/equipment is needed from: The dates of the actual feast are **Wednesday, July 10th, 2019 through Sunday, July 14th, 2019**. However, just like last few years, we would need to shut down the area from Monday morning July 8th, through Monday morning July 15th 2019.

The event for which the property and/or equipment is requested 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.

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:

**Italian American Citizens Club of
Oyster Bay**

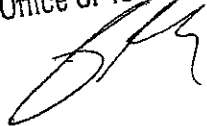
Address of Organization:
48 Summit St.

Oyster Bay, New York 11771

By:

Al Staal
Authorized Representative

Reviewed By
Office of Town Attorney



Title: **Feast Committee Member**
Telephone Number: **516-250-7817**



DATE: 5/9/19
TO: HIGHWAY OPERATIONS
SUBJECT: Italian American Club of Oyster Bay St. Rocco Feast

PLEASE DELIVER TO:	DATE OF EVENT:	7/10/19—7/14/19
Parking Field O-6	CONES:	25
Firemans Field	BARRICADES:	100
CONTACT: Al Staab	SORT PAILS:	50
516-250-7817	PORTABLE LIGHTS:	
	GENERATOR:	
	PACKER:	
	MISC ITEMS:	12 metal signs
	DELIVER ON:	7/8/19
	PICKUP ON:	7/16/19

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/kaz


JOHN P. BISHOP DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT 

CC: Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Kevin Freiberg, Area Foreman 013
Jeff VanNostrand
Public Safety Division

Mike Ricardo, Regional Foreman 009
Dan Kornfeld

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Carole Ann Catapano, Executive Board Member, Bethpage Chamber of Commerce, P.O. Box 636, Bethpage, New York 11714, by letter dated May 8, 2019, requested the use of 10 (ten) complete barricades and twenty-five (25) traffic cones, in support of the Chamber's Music on Broadway Event, on Friday, May 17, 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 8, 2019, advised that the Department had no objection to the use of ten (10) complete barricades and twenty-five (25) traffic cones for the Chamber's Music on Broadway Event, on Friday, May 17, 2019; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of the abovementioned requests 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 Town Board ratifies John P. Bishop, Deputy Commissioner, Highway Department, having providing the ten (10) complete barricades and twenty-five (25) traffic cones for the Chamber's Music on Broadway Event, to be effective on Friday, May 17, 2019, nunc pro tunc, 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 municipality shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said municipality 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
Public Works

26

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 14, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAYS

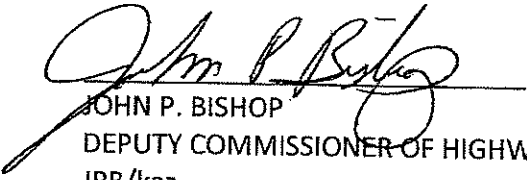
SUBJECT: BETHPAGE CHAMBER OF COMMERCE MUSIC ON BROADWAY EVENT
– NUNC PRO TUNC – MAY 17TH, 2019

Enclosed please find letter from Carol Ann Catapano, Executive Board Member, requesting our assistance on behalf of the Bethpage Chamber of Commerce, in hosting their Music on Broadway event on Friday, May 17, 2019.

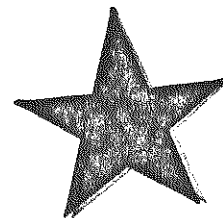
The Highway Department has no objection to the closure of Broadway in Bethpage, between Powell Avenue and Nibbe Lane from 4:00 P.M to 11:00 P.M. for the event on the above mentioned date.

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
Peter Brown, General Foreman 003
Justin McCaffrey, Commissioner, Public Safety Department
Grace Santa Maria, Highway Administration





Bethpage Chamber of Commerce

PO Box 636

Bethpage, NY 11714

BethpagChamber@gmail.com

May 8, 2019

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

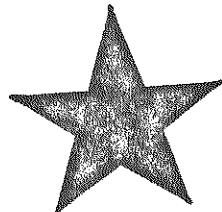
Dear Deputy Commissioner Bishop,

I am writing to request your assistance with our Music on Broadway Event which will be held on Broadway between Powell Avenue and Nibbe Lane on Friday, May 17, 2019. This event is our biggest fundraiser. We have already requested and received approval from Nassau County to close the road from 4 pm through 11 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 on Monday, May 20th.

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

Regards,
Carole Ann Catapano
Executive Board Member





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2019

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 East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (AC, No. Ext): (530) 477-8521 E-MAIL: info@theeventhelper.com FAX (AC, No.): INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35378
INSURED LAR Enterprises, Inc. 126 Jean Road West Islip NY 11795		

COVERAGES
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	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 Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	3DS5468-M1427697	03/07/2019 12:01 AM	03/07/2020 12:01 AM	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Deductible \$ 1,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					
	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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 5000, Event Type: Vendor at Event.
Waiver of Subrogation applies per attached CG 24 04 05 09.
Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

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

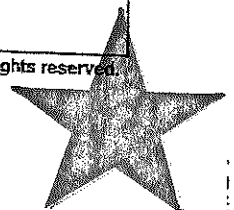
Will Maddux

ACORD 25 (2016/03)

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Reviewed By
Office of Town Attorney

[Signature]





COMMERCIAL GENERAL LIABILITY
POLICY NUMBER: 3DS5468-M1427697

EVANSTON INSURANCE COMPANY

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 FORM

SCHEDULE

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

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

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 of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any Insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

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

However:

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

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

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

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

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

All other terms and conditions remain unchanged.

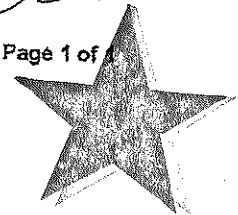
MEGL 2217 01 19

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with its permission.

Reviewed By
Office of Town Attorney

Reviewed By
Office of Town Attorney

Page 1 of 1



POLICY NUMBER: 3DS5468-M1427697

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

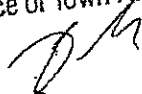
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

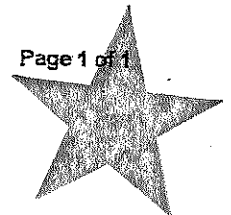
Reviewed By
Office of Town Attorney



CG 24 04 05 09

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Page 1 of 1



POLICY NUMBER: 3DS5468-M1427697

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

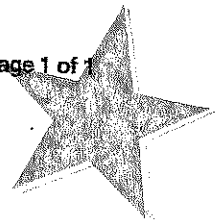
Reviewed By
Office of Town Attorney



CG 20 01 04 13

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Page 1 of 1



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 14th day of May 2019, by Bethpage Chamber of Commerce (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 17, 2019 through May 17, 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:

Bethpage Chamber of Commerce

Address of Organization:

P.O. Box 636

Bethpage, NY 11714

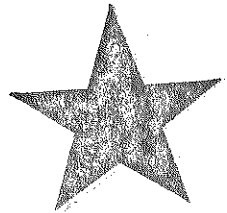
By: Carol Ann Catapano
Authorized Representative

Title: Executive Board Member

Telephone Number: [REDACTED]

Reviewed By
Office of Town Attorney

[Signature]



WHEREAS, Joseph Nocella, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum dated May 22, 2019, advised the Town Board that Jeffrey D. Forchelli, Esq., of Forchelli, Deegan, Terrana, attorneys for Washington Steel, LLC, owner of the property located at 8 Washington Street, Bethpage, Town of Oyster Bay, New York, designated as Section 46, Block 102, Lots 46, 47, 48 and 49, on the Land and Tax Map of Nassau County, by letter dated May 20, 2019, stated that Washington Steel, LLC, wishes to donate the property to the Town and forwarded to the Town a Deed conveying the premises, together with the necessary New York State transfer documents; and

WHEREAS, Mr. Nocella and Mr. Sabellico, by said memorandum, further advised that the property is located on the northerly side of Washington Street, Bethpage, is 8,000 square feet (80' by 100'), and is presently vacant; and

WHEREAS, John Bishop, Deputy Commissioner, Department of Highways, by memorandum dated May 22, 2019, requested that the Office of the Town Attorney take the steps necessary to have the Town Board accept the donation of this property, and indicated that, if accepted, the property would be used to provide parking for the residents of the Town; and

WHEREAS, Mr. Nocella and Mr. Sabellico, by said memorandum of May 22, 2019, requested and recommended that the Town Board: accept the donation of the property located at 8 Washington Street, Bethpage, New York, from Washington Steel, LLC; authorize the Supervisor or his designee to execute the necessary transfer documents; authorize the Office of the Town Attorney to record the Deed and transfer documents; and authorize and direct the Comptroller to pay to the Clerk of Nassau County the fee for recording the Deed, with funds from Account No. TWN A 1989 47900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved and the Town Board accepts the donation of the property located at 8 Washington Street, Bethpage, New York, designated as Section 46, Block 102, Lots 46, 47, 48 and 49 on the Land and Tax Map of Nassau County, from Washington Steel, LLC, and the Supervisor, or his designee, is hereby authorized to execute the necessary transfer documents; and be it further

RESOLVED, That the Office of the Town Attorney is authorized to record the Deed and transfer documents with the County Clerk of Nassau County; and be it further

RESOLVED, That the Comptroller is authorized to pay to the County Clerk of Nassau County the fee for recording the Deed, with funds from Account No. TWN A 1989 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
Highway
Public Works

Reviewed By
Office of Town Attorney
John Bishop

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 22, 2019

SUBJECT: Premises: Vacant Lot: 8 Washington Street, Bethpage, NY
Section 46, Block 102, Lots 46, 47, 48 and 49

Jeffrey D. Forchelli, Esq., of Forchelli, Deegan, Terrana, attorneys for Washington Steel, LLC, owner of the above-referenced premises, by letter dated May 20, 2019, has advised the Town that Washington Steel, LLC, wishes to donate the property to the Town. Mr. Forchelli has forwarded to the Town a Deed conveying the premises, together with the necessary New York State Transfer documents.

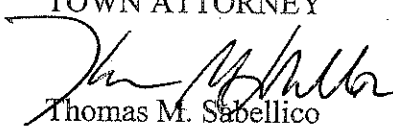
The property is located on the northerly side of Washington Street, Bethpage, is 8,000 square feet (80' by 100') and is presently vacant.

John Bishop, Deputy Commissioner, Department of Highways, by memorandum dated May 22, 2019, requested that the Office of the Town Attorney take the steps necessary to have the Town Board accept the donation of this property. Mr. Bishop indicated that, if accepted, the property would be used to provide parking for the residents of the Town.

The Office of the Town Attorney requests and recommends that the Town Board:

- i.) accept this donation;
- ii.) authorize the Supervisor or his designee to execute the necessary transfer documents;
- iii.) authorize the Office of the Town Attorney to record the Deed and transfer documents; and
- iv.) authorize and direct the Comptroller to pay the cost to the Clerk of Nassau County for recording the Deed, with the funds for said payment to be drawn from Account No. TWN A 1989 47900 000 0000.

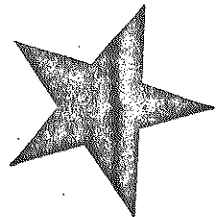
JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS/nb

Attachment

cc: Town Attorney (w/9 copies)



WHEREAS, The Town seeks to review and explore all legal and environmental issues relating to the underwater lands owned and under the jurisdiction of the Town of Oyster Bay; and

WHEREAS, this undertaking involves the utilization of resources beyond those that can be supplied by the Office of the Town Attorney, and therefore, the Office of the Town Attorney recommends that the Town Board authorize an outside counsel to handle the assignment, which will include reviewing, analyzing and modifying, if applicable, Town Code Chapter 196 Shellfish and Marine Life and Chapter 241 Waterways; and

WHEREAS, it is in the best interests of the Town to use a transactional and regulatory compliance attorney with extensive experience of environmental laws, rules and regulations, including those that relate to underwater lands; and

WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated May 24, 2019, have advised because of the unique issues involved, they recommend that the Town Board waive the Procurement Policy and ratify the retention of Theodore W. Firetog, Esq., 111 Thomas Powell Boulevard, Farmingdale, New York 11735 to perform the legal and environmental services, at an hourly rate of \$250.00 plus reasonable and customary expenses or disbursements, such as copying, computer assisted legal research and postage, in an amount not to exceed \$10,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is ratified and approved, and Theodore W. Firetog, Esq., 111 Thomas Powell Boulevard, Farmingdale, New York 11735 is and was authorized to perform the aforementioned legal and environmental services, at an hourly rate of \$250.00 plus reasonable and customary expenses or disbursements, such as copying, computer assisted legal research and postage, in an amount not to exceed \$10,000, and be it further

RESOLVED, That the Town Board finds a waiver of the Procurement Policy to be proper, due to the unique skills required to handle the project; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed \$10,000, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

- # -

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

13

Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : May 24, 2019
SUBJECT: Legal Services in Connection with Underwater Lands

The Town seeks to review and explore all legal and environmental issues relating to the underwater lands owned and under the jurisdiction of the Town of Oyster Bay. This undertaking involves the utilization of resources beyond those that can be supplied by the Office of the Town Attorney. Accordingly, this Office recommends that the Town Board authorize an outside counsel to handle the assignment, which will include reviewing, analyzing and modifying, if applicable, Town Code Chapter 196 Shellfish and Marine Life and Chapter 241 Waterways. It is in the best interests of the Town to use a transactional and regulatory compliance attorney with extensive experience of environmental laws, rules and regulations, including those that relate to underwater lands.

This Office identified one such counsel, Theodore W. Firetog, Esq., 111 Thomas Powell Boulevard, Farmingdale, New York 11735 to perform the legal and environmental services. Mr. Firetog's experience in environmental law is unique. Mr. Firetog conducted a legal analysis of the laws, statutes and regulations pertaining to the Chesapeake Bay, including a study relating to sedimentation. In addition, Mr. Firetog investigated legal questions regarding the east coastal zone environment. It is this Office's opinion that Mr. Firetog's unique experience and qualifications will beneficially serve the Town's interests.

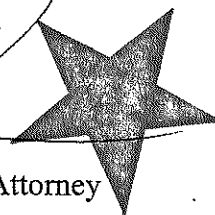
This Office deems the legal subject matter to be unique and separate, and therefore recommends a waiver of the Procurement Policy.

It is recommended that the Town Board ratify this Office's selection of Theodore W. Firetog, Esq. to perform the abovementioned services at an hourly rate of \$250.00 plus reasonable and customary expenses or disbursements, such as copying, computer assisted legal research and postage, in amount not to exceed \$10,000.00. Funds are available in Account No. OTA A 1420 44110 000 0000.

Accordingly, kindly suspend the rules and place this item on the June 4, 2019 Town Board action calendar. Submitted herewith is the resolution for the request.

JOSEPH NOCELLA
TOWN ATTORNEY

Frank M. Scalera
Chief Deputy Town Attorney



FMS:mek

cc: Town Attorney (with 9 copies)

WHEREAS, in November, 2018, the Town accepted a donation from Seritage Growth Properties of the "Hicksville Sears Mural," which was threatened with destruction upon the closing of Sears; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated May 29, 2019, have advised that, based upon information received from the Department of General Services, the estimated value of the mural's donation is \$70,000.00; and

WHEREAS, the Office of the Town Attorney requests and recommends that the Town Board ratify the Town's acceptance of the mural,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and the Town's acceptance of the "Hicksville Sears Mural" is hereby ratified.

-#-

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
[Signature]

4

Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : May 29, 2019
SUBJECT: Donation of "Hicksville Sears Mural"

Town Board authorization is requested and recommended to ratify the Town's November, 2018 acceptance of a donation from Seritage Growth Properties of the "Hicksville Sears Mural" that depicts notable events and persons in New York State history. Based upon information received from the Department of General Services, the estimated value of the mural donation is \$70,000.00. The mural, which was threatened with destruction upon the closing of the Sears department store in Hicksville, is now on display at the Hicksville Athletic Center where residents may view and enjoy the mural.

Kindly suspend the rules and place this matter on the June 4, 2019 Town Board action calendar.

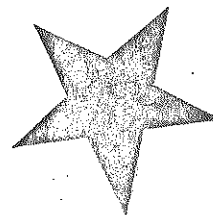
JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment
Town Attorney (w 9/copies)

S:\Attorney\RESOS 2019\MD & RESO\MD Hicksville Mural Donation MMR.doc



WHEREAS, the Town Board of the Town of Oyster Bay ("Town Board"), has heretofore authorized and directed the implementation of a Self-Insurance Program for the Town's general liability; and

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

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated May 29, 2019 advised that Plaintiff, John Erhard, brought suit against the Town, alleging that he sustained personal injuries, including a right trimalleolar fracture requiring surgical intervention, as a result of slip and fall at the Massapequa Long Island Rail Road train station parking Field M-11 on February 23, 2015; and

WHEREAS, after extensive settlement negotiations, this case settled for \$50,000.00, in full resolution of all claims of Plaintiff against the Town of Oyster Bay, which settlement is in the best interests of the Town according to the memorandum of Messrs. Nocella and Rozea,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of the Town Attorney, payment of the sum of \$50,000.00 is hereby authorized and approved by the Town Board, as full settlement to Plaintiff, John Erhard, with regard to the action entitled John Erhard v. Town of Oyster Bay, *et al.*, Nassau County Index No. 601747/2016, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to "John Erhard and Popick and Rutman, as attorneys", in the amount of \$50,000.00 with funds for such payment to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
Matthew M. Rozea

15

Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : May 29, 2019

SUBJECT: Settlement of Negligence Claim
John Erhard v. Town of Oyster Bay, *et al.*
Nassau County Index No. 601747/2016
Our Matter No. 2015-4955

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

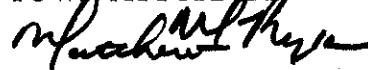
The above referenced claim arose as a result of a slip and fall at the Massapequa Long Island Rail Road train station parking Field M-11 on February 23, 2015. Plaintiff alleged that the parking field was improperly plowed and treated and that, as a proximate result of such negligence, Plaintiff was caused to slip and fall. Among other injuries, Plaintiff sustained a right trimalleolar fracture that required surgical intervention in the form of an open reduction and internal fixation.

After extensive settlement negotiations, this matter was settled for \$50,000.00. It is this Office's opinion that such settlement is just, reasonable, and in the best interests of the Town given the uncertainties associated with litigation.

Accordingly, we have attached a resolution authorizing payment of \$50,000.00, together with copies of the Stipulation of Settlement, a General Release and Hold Harmless Agreement in favor of the Town and executed by Plaintiff John Erhard. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

Accordingly, kindly suspend the rules and place this item on the June 4, 2019 Town Board action calendar.

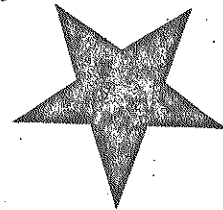
JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment

cc: Town Attorney (with 9 copies)



POPICK & RUTMAN, P.L.L.C.

ATTORNEYS AT LAW

136-31 41st Avenue, Suite 8B

Flushing, NY 11355

(718) 321-7460

FAX (718) 321-7464

MMP
2015-4955

BRAD M. POPICK
RICK J. RUTMAN

WWW.POPICKRUTMAN.COM

May 22, 2019

Attn: Matthew M. Rozea, Esq.
Deputy Town Attorney
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

RE: Our Client: John Erhard
D/A: 2/23/2015
Index No.: 601747/2016
Our Tax ID: 46-1450678
Our File No.: 6962

Dear Mr. Rozea:

Pursuant to the settlement in the above-captioned matter, please find enclosed our client's duly executed General Release in the amount of \$50,000.00, Hold Harmless Agreement, Stipulation of Settlement, and a W-9 form. You are authorized to hold these papers in escrow until the agreed settlement check has been sent to our office made payable as follows:

JOHN ERHARD and POPICK & RUTMAN, As Attorneys.

Also, enclosed is a Stipulation of Discontinuance.

We would appreciate your immediate attention.

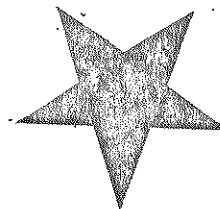
Very truly yours,

POPICK & RUTMAN

Rick J. Rutman

RJR:eg

Via Certified Mail Return Receipt No.: 70181130000174625745



REC'D TOWN ATTORNEY
'19 MAY 28 PM 12:53

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

JOHN ERHARD,

Index No. 601747/2016

Plaintiff,

- against -

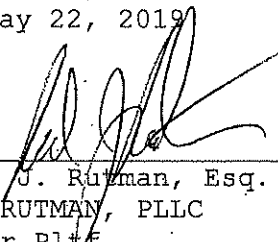
THE TOWN OF OYSTER BAY and GRO PRO
LANDSCAPING, INC.,


Defendants.

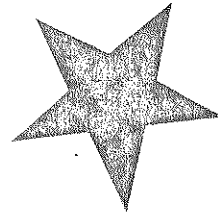
**STIPULATION OF
DISCONTINUANCE WITH
PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for all the parties to the above entitled action, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above entitled action be, and the same hereby is discontinued with prejudice as to defendant(s) without costs to either party as against the other. All cross claims between defendants were also discontinued. This stipulation may be filed without further notice with the Clerk of the Court.

DATED: Queens, New York
May 22, 2019


By: Rick J. Rutman, Esq.
POPICK & RUTMAN, PLLC
Attys. for Pltff.
136-31 41st Ave., Ste. 8B
Flushing, NY 11355
File No.: 6962
718-321-7460


By: Matthew M. Rozea, Esq.
Deputy Town Attorney
Town of Oyster Bay
Attys. for Deft.
54 Audrey Avenue
Oyster Bay, NY 11771
516-624-6150



**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

POPICK & RUTMAN, P.L.L.C.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

136-31 41st Avenue, Suite 8B

6 City, state, and ZIP code

Flushing, NY 11355

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

____ - ____ - ____ - ____ - ____

Part II Certification

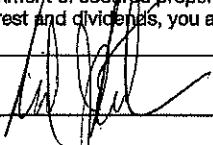
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶



Date ▶ **5/22/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
JOHN ERHARD,

Plaintiff,

-against-

TOWN OF OYSTER BAY and GRO PRO
LANDSCAPING, INC.,

Defendants.
-----X

Index No. 601747/2016

**STIPULATION OF
SETTLEMENT**

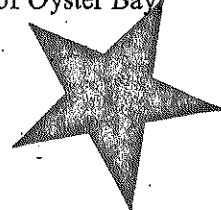
IT IS HEREBY STIPULATED AND AGREED, by and between the Defendant TOWN OF OYSTER BAY (the "Town") and the Plaintiff, and their respective counsel, that the above matter is settled in the total sum of \$50,000 to be paid by the Town of Oyster Bay; and it is

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

FURTHER STIPULATED AND AGREED TO that the Town's counsel represented to Plaintiff's counsel that he has spoken with his client, which agreed to the settlement, subject to final approval and authorization by the Town Board of the Town of Oyster Bay pursuant to the governing provisions of the Town Code of the Town of Oyster Bay; and it is

FURTHER STIPULATED AND AGREED TO, that the settlement of \$50,000 is inclusive of all liens, including all Statutory Liens, such as Medicare and Workers' Compensation, and any and all disbursements and attorney's fees; and it is

FURTHER STIPULATED AND AGREED TO that Plaintiff's counsel shall provide the Town's counsel with an original duly executed General Release releasing the Town of Oyster Bay



its attorneys and insurers (if applicable) from all claims arising out of the above-captioned action, and also a separate Hold Harmless Agreement which holds the Town harmless and indemnify its attorneys and insurers as to any and all liens, statutory or otherwise; and it is

FURTHER STIPULATED AND AGREED TO, that settlement of this action does not constitute, and shall not be deemed to be, an admission of liability by the Town or any of its officials, employees, and/or agents; and it is further

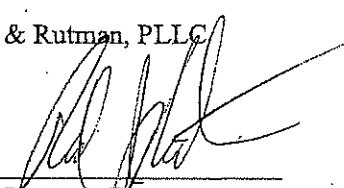
FURTHER STIPULATED AND AGREED TO, that approval from the Town Board for the Town of Oyster Bay is required in order for the settlement funds the Town is to pay regarding this matter to be disbursed and such approval will be no later than 120 days from the date of receipt by Town's counsel of the above-referenced settlement documents; and it is

FURTHER STIPULATED AND AGREED TO, that the Plaintiff recognizes that the settlement is not subject to the provisions of CPLR §5003-a; and it is


FURTHER STIPULATED AND AGREED TO, that Plaintiff's counsel and the Plaintiff understand that it may take from 90 days 120 days from receipt of all Settlement Documents to receive a settlement check due to the Town's internal accounting and audit procedures.

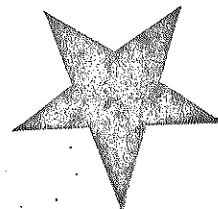
Dated: Oyster Bay, New York
May 22, 2019

Popick & Rutman, PLLC

By: 
Rick J. Rutman, Esq.
136-31 45th Ave., Ste. 8B
Flushing, New York 11355
(718) 321-7460

JOSEPH NOCELLA
TOWN ATTORNEY

By: 
Matthew M. Rozea, Esq.
54 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6150



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

JOHN ERHARD,

Plaintiff,

-against-

TOWN OF OYSTER BAY and GRO PRO
LANDSCAPING, INC.,

Defendants.

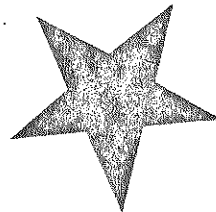
Index No. 601747/2016

**HOLD HARMLESS
AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED, by and between the Plaintiff in this action, in consideration of the settlement of this action, and by defendant TOWN OF OYSTER BAY (the "Town"), as follows:

1. Plaintiff will defend, indemnify and hold harmless the Town of Oyster Bay against any lien, claim or action arising from the settlement in this action, or asserted against the settlement proceeds, including any claim for contribution, indemnification or subrogation arising out of any lien, claim, or action.

2. Plaintiff represents that he is not aware of any statutory liens, and has received no benefits from Medicare, Medicaid or Workers' Compensation in connection with this matter. Nonetheless, Plaintiff will completely satisfy any and all claims Medicare, Medicaid or Workers' Compensation has or may have with respect to the settlement of this action and the claims asserted in this action by paying all funds due and owing to Medicare, Medicaid, and/or Workers' Compensation or any other lien holder.



3. The settlement of this action does not constitute any admission of liability on the part of the Town or any of its officials, employees, and/or agents.

Dated: Nassau, New York
May 16, 2019

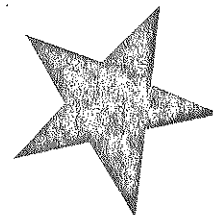

JOHN ERHARD

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

On this 16 day of May, 2019, before me, the undersigned personally appeared John Erhard, 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/they executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.


NOTARY PUBLIC

CHRISTINE ROCHE
Notary Public, State of New York
No. 30-4720235
Qualified in Nassau County
Commission Expires March 30, 2023



General Release

BE IT KNOWN, that John Erhard
206 Commonwealth Avenue
Massapequa, New York 11758

as **RELEASOR(S)**

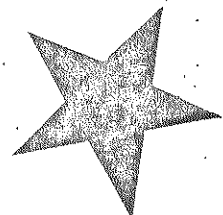
and in consideration of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) received from **THE TOWN OF OYSTER BAY** as **RELEASEE**, the receipt of which is hereby acknowledged, releases and forever unconditionally discharges the

TOWN OF OYSTER BAY,

and each and every one of its elected officers, appointed officials (past and present), and each and every one of its employees (past and present), agents, successors and assigns, of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which against the **RELEASEE**, the **RELEASOR**, his successors, assigns, heirs, executors, and administrators ever had, now have, or hereafter can, shall or may have, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this **RELEASE** against the **RELEASEE**.

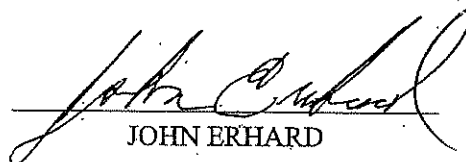
RELEASOR hereby, and for his and her heirs, executors, administrators, successors, assigns and next of kin, covenant to promptly indemnify, defend and save harmless the said above-named **RELEASEE** and their agents, servants and employees, from all claims, actions, causes of action, liens, attachments, subrogation claims, demands, costs, loss of services, expenses, attorney fees and compensation, of any form or description, on account of or in any way growing out of said accident or its results both to person and/or property.

RELEASOR represents and warrants that there are no liens or reimbursement rights by any individual, government agency, business entity, hospital, ambulance service or other medical provider, Medicare, Medicaid, child support lien(s), insurance company or attorney enforceable against the proceeds of this settlement or against the **RELEASEE** or the persons, firms or corporations making the payment herein. If such a lien or reimbursement right is asserted against the proceeds herein or against the **RELEASEE** or any person, firm or corporation making payment herein, then, in consideration of the payment made to the undersigned, the undersigned covenants to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromise basis and to obtain, in any event, a release of the **RELEASEE** or the persons, firms or corporations making the payment herein and to indemnify and hold harmless said parties from any costs, expenses, attorney fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of such lien or reimbursement right by any entity having such lien or reimbursement right.



It is further understood and agreed that this document, together with the Stipulation of Settlement and Hold Harmless Agreement, contain the entire contents and terms of the settlement being entered into.

IN WITNESS WHEREOF, RELEASOR has caused this RELEASE to be executed.


JOHN ERHARD

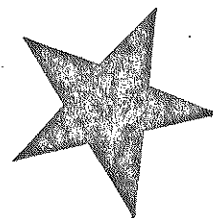
ACKNOWLEDGMENT

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

On this 16 day of May, 2019, before me, the undersigned personally appeared John Erhard, 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/they executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.


NOTARY PUBLIC

CHRISTINE ROCHE
Notary Public, State of New York
No. 30-4720235
Qualified in Nassau County
Commission Expires March 30, 2023



WHEREAS, by Resolution No. 79-2019, the Town awarded Landtek Corp., 235 Countyline Road, Amityville, New York 11701, the Requirements Contract for Concrete Restoration Throughout the Town of Oyster Bay, Contract No. HCR17-160-R; and

WHEREAS, Landtek Corp. has requested permission to use and occupy a 1.4 acre portion of land at the Old Bethpage Solid Waste Disposal Complex pursuant to the attached license agreement for the storage of equipment and materials and processing of concrete in connection with the work to be performed in furtherance of the abovementioned Concrete Restoration Contract; and

WHEREAS, the use and occupancy of said premises by Landtek Corp. would inure to the benefit of the Town by generating income and providing maintenance and security the Town would otherwise have to supply; and

WHEREAS, the proposed use of the premises and the terms of this License Agreement are consistent with other current use and possession agreements at the Old Bethpage Solid Waste Disposal Complex OBSWDC; and

WHEREAS, Joseph Nocella, Town Attorney and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated May 29, 2019 request that the Town Supervisor be authorized and directed to execute the attached license agreement with Landtek Corp. for the use of the premises at Old Bethpage Solid Waste Disposal Complex,

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned recommendation is hereby accepted and approved, and the Town Supervisor is hereby authorized and directed to execute a license agreement with Landtek Corp., for the use of a 1.4 acre portion of land at the Old Bethpage Solid Waste Disposal Complex for a license fee amount of \$10,500 per month, pursuant to the attached license agreement, for the storage of equipment and materials and processing of concrete in connection with the work to be performed in furtherance of the Concrete Restoration Contract.

-#-

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

16

Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : May 29, 2019
SUBJECT: License Agreement for the Use of Property at the
Old Bethpage Solid Waste Disposal Complex

The Department of Public Works seeks to provide a License Agreement for the use and occupancy of 1.4 acres Old Bethpage Solid Waste Disposal Complex by Landtek Corp. for a license fee of \$10,500 per month. Said parcel is not being utilized by the Town. This Office has prepared the license agreement, and hereby requests that the Town Supervisor be authorized and directed to execute such agreement.

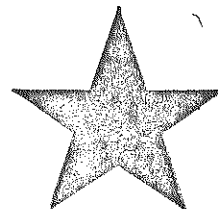
Kindly suspend the rules and place this matter on the June 4, 2019 Town Board action calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Frank M. Scalera
Chief Deputy Town Attorney

FMS:mek
Attachment
Town Attorney (w 9/copies)

S:\Attorney\RESOS 2019\MD & RESO\MD License Agreement Landtek.doc



**TOWN OF OYSTER BAY
LICENSE AGREEMENT**

DATED: This license agreement ("License Agreement") is dated as of June 4, 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

LANDTEK CORP., a domestic corporation, having a principal place of business at 235 Countyline Road, Amityville, New York 11701, hereinafter referred to as the "Licensee".

LICENSED

PREMISES: Approximately 1.4 acres of Town owned property located at and being part of the Old Bethpage Solid Waste Disposal Complex "(OBSWDC)", which parcel is more specifically described in Schedule A attached hereto and made part hereof (interchangeably referred to herein as the "Licensed Premises" or the "Premises"), and which parcel is part of the Town owned land shown on the Tax map of Nassau County.

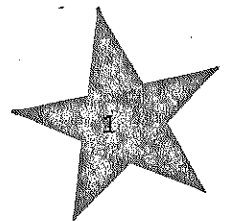
WITNESSETH:

WHEREAS, by Resolution No. 79-2019, the Town awarded Licensee the Requirements Contract for Concrete Restoration Throughout the Town of Oyster Bay, Contract No. HCR17-160-R and

WHEREAS, Licensee has requested permission to occupy and possess the Premises pursuant to the within license agreement for the storage of equipment and materials and processing of concrete in connection with the work to be performed in furtherance of the Concrete Restoration Contract; and

WHEREAS, the use of said Premises by Licensee would inure to the benefit of the Town by generating income and providing maintenance and security the Town would otherwise have to supply; and

WHEREAS, the proposed use of the Premises and the terms of this License Agreement are consistent with other current use and possession agreements at the OBSWDC; and



WHEREAS, by Resolution No. _____, adopted _____ the Town Board of the Town of Oyster Bay accepted and approved the Licensee's request and authorized and directed the Town Supervisor to execute a license agreement with the Licensee for the Premises as part of OBSWDC, subject to the approval of said license agreement by the Town Attorney.

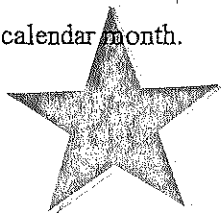
NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **License/Use of Premises.** Permission by the Town is hereby granted to the Licensee to have sole possession, occupancy and use of the Premises (which, as previously set forth, is more particularly described in Schedule A attached hereto) by license (this "License") during the Term (as hereinafter defined), subject, at all times to the Town's right to terminate this License Agreement, and the aforementioned License upon the conditions set forth in paragraph 4 hereof. The Licensee shall utilize the Licensed Premises for the storage of equipment and materials and the processing of concrete relating to the work to be performed in furtherance of the Concrete Restoration Contract and for no other purposes. At all times, the Licensee shall further limit its use and occupancy of the Licensed Premises to those uses and activities as are permitted by law and in accordance with paragraphs 13 and 14 hereof.

2. **Term.** The term of the license (the "Term") herein shall be for a period of the term of the abovementioned Concrete Requirements Contract from and including the commencement date of June 4, 2019, through and including December 31, 2019, subject to the terms and conditions set forth in paragraphs 4, 13, 14 and other applicable provisions of this License Agreement.

3. **License Fee/Rent.**

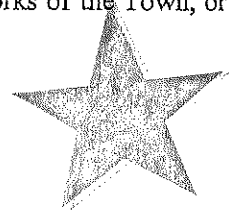
(a) **License Fee/Rent.** Through December 31, 2019, the annual license fee/rent (hereinafter "Rent") shall be computed on the basis of the following formula: \$2.00 per square foot. The Licensed Premises comprises 1.4 acres (63,000 square feet), which results in a rental equal to \$126,000 per year and \$10,500 per month. Such Rent and all Rent shall be payable by Licensee to the Town monthly, in advance, and in any event, within the first ten (10) days of any calendar month.



(b) **No Right of Offset etc.** Licensee shall in no event be entitled to any abatement of or reduction in rent or right of offset of any kind and description except as herein expressly provided. The Town shall receive all rent as provided free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. Licensee shall, at all times, keep the Licensed Premises free and clear of any encumbrances, liens, mechanic's liens, public improvement liens, and any other matters that may affect the quality and marketability of title to the Licensed Premises.

4. **Licensed Terminable upon Written Notice by Town.** This License Agreement is terminable at will by the Town or by the Licensee upon forty-five (45) days' prior written notice to the other party. The Term shall expire and the obligations of the Town under this License Agreement shall terminate on the date set forth in any such notice. On the date set forth in such notice for termination of this License Agreement, the Licensee shall surrender possession of the Licensed Premises in the condition required as if the Term had expired on such date and otherwise in accordance with this License Agreement. All indemnities, covenants and all applicable obligations under this License Agreement of the Licensee that accrue or had accrued or are otherwise outstanding through such termination date and through the delivery of possession (and in the condition required by this Agreement) shall survive the termination of this License Agreement. Rent shall be pro-rated as of the said termination date or the date possession is returned to the Licensor, whichever is later. Licensee shall not be entitled to any compensation or other consideration upon the termination of this License Agreement by the Town.

5. **Grading/Alterations etc.** Any preparation, grading or alternation of the Licensed Premises, including the land or appurtenances thereon, that may be necessary or required for the intended use hereunder shall be the sole responsibility of Licensee and shall be made at its own cost and expense, provided, however that the plans for such preparation, grading or alteration of the land or appurtenances thereof shall first be submitted to the Commissioner of the Department of Public Works of the Town, or his

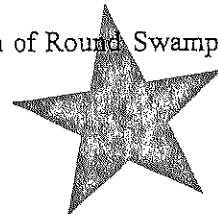


duly appointed representative, and his written approval obtained thereof. In addition, site drainage on the Premises will be the sole responsibility of the Licensee. Any material changes in the use of the Premises shall be subject to the approval of the Town which approval may be denied for any or no reason. Any proposed structures or improvements, at the discretion of the Town, shall be subject to its approval both prior to and after their installation (if Town approval was not previously obtained.) Notwithstanding anything to the contrary in this License Agreement, Licensee shall not utilize the Premises, or do anything with respect to the Premises, unless and until it complies fully with all applicable legal requirements. In the event the Licensee requests approval of any alterations and improvements upon the Licensed Premises, in addition to other conditions, the Town may require a performance bond.

(a) **Entrance** – Licensee agrees to properly grade the entrance to the premises off Round Swamp Road and install an asphalt apron at said entrance to the premises, within two (2) weeks of occupancy, all to the reasonable satisfaction of the Commissioner of Public Works of the Town.

(b) **Dust Control** – Licensee shall provide, implement and maintain any and all dust control measures in connection with the processing of concrete. Licensee agrees that a breach of this subsection shall be deemed a material breach of this License Agreement.

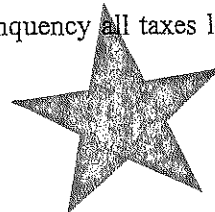
6. **Transcription to and from Licensed Premises.** Licensee, covenants, represents and warrants to the Town that at all times that it is in possession of and/or utilizing the Premises, all trucks and any other large commercial vehicles and equipment leaving the Licensed Premises and intending to proceed to the north, shall not use Round Swamp Road going north, but shall instead proceed left on Round Swamp Road continuing south to Winding Road and use Winding Road to proceed north, These covenants shall apply in reverse, that is, whether such vehicles are departing from or travelling to the Licensed Premises. Accordingly, this route shall also apply to all trucks traveling to the premises from the north. The intention of this provision is to prohibit all truck traffic using the Licensed Premises from travelling (whether incoming or outgoing) over that section of Round Swamp Road



between Bethpage-Sweethollow Road and the entrance to the Licensed Premises. This provision is a material inducement for the Town to enter into this License Agreement and a violation shall be deemed a material breach of this License Agreement. Licensee shall cause all drivers of such vehicles to comply with the restrictions set forth in this paragraph with respect to the Licensed Premises.

8. Licensee Responsible for Expenses/Costs/Taxes/Permits Concerning Premises.

- (a) **Licensee Responsible for all Costs and Expenses Pertaining to Premises.** Licensee shall be obligated to pay any and all costs and expenses of any nature relating or pertaining to the Licensed Premises. Without limitation, Licensee shall pay to the parties respectively entitled thereto, all impositions, insurance premiums, operating charges, maintenance charges, construction costs, taxes, assessments, utilities and any and all other charges, costs and expenses which arise with respect to the Licensed Premises or are required for the Premises to comply with law or may otherwise be contemplated under this License Agreement during the Term hereof.
- (b) **Taxes.** For any period during the Term (and during any extension thereof), Licensee shall be directly liable for and shall pay promptly when due at all times (i) all taxes, assessments, and governmental charges including (without limitation) all ad valorem and other real estate taxes, whether federal, state, or municipal and whether they are imposed by taxing or management districts or authorities, that accrue or are assessed against the Licensed Premises and any and all improvements thereon, and whether they are direct payments to the government authority in question or payments in substitution for or in lieu of such charges; and (ii) all governmental levies, assessments or other taxes or charges directly on the rent, or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon rent or any license fee. All such items in (i) and (ii) are collectively "Taxes" and are intentionally meant to include all such charges assessed with respect to the Licensed Premises and/or billed to the Town or any other person, whether presently existing or hereinafter created or otherwise required to be paid by law. Licensee shall pay, additionally, before delinquency all taxes levied or

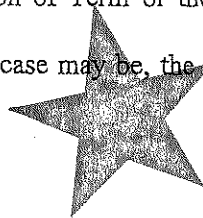


assessed against any personal property, fixtures or alterations placed in or upon the Licensed Premises. Licensee shall pay all tax and all other related bills pertaining to this paragraph promptly when due and in all cases before delinquency (and, if applicable, pro-rated for during the Term of this License). Upon reasonable prior notice to Town, Licensee, at its sole cost and expense, shall have the right to reasonable contest the amount of any such taxes levied against the Licensed Premises provided that the Licensee shall not take any such action which will cause or allow the Town to suffer any liability for such taxes or otherwise suffer any liability or expense of any kind and description relating thereto. Licensee hereby indemnifies Town from and against any and all liability, cost, claim or expense (including reasonable legal fees incurred by the Town) in connection with any such contest and taxes, generally. The Town's cooperation in connection with any such contest and Licensee's right to challenge any of the taxes are conditioned upon such indemnification by Licensee and the prompt payment to Town upon demand of all its costs and expenses relating thereto (including, without limitation reasonable legal fees and expenses and the expenses of any and all consultants).

(c) **Licensee to Timely Pay Costs/Expenses.** All of the above such charges, costs and expenses shall be paid timely, and upon the failure of Licensee to pay any such costs, charges or expenses, the Town shall have the right to terminate this License Agreement upon five (5) days' written notice in accordance with paragraph 14 hereof, and shall have and concurrently retain all such other rights and remedies as may be permitted by law.

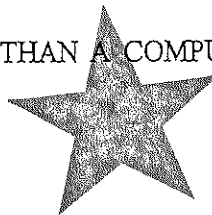
(d) **Permits.** Licensee shall obtain, at its own cost and expense, all permits necessary for the use, occupancy and business operations at the premises, including a New York State Department of Environmental Conservation permit in accordance with Part 360, within thirty (30) days following occupancy.

9. **Condition of Licensed Premises at End of Term.** Upon the expiration of Term or the date of cancellation of the License under Paragraph 4 or 14 or otherwise, as the case may be, the Licensed



Premises shall be returned to the Town, free and clear of any waste and debris, and free and clear of all of Licensee's personal property, and in good and sanitary condition and free and clear of all liens and encumbrances; and upon the written request of the Town at any time prior to or after the Term or expiration of the License herein, the Licensee shall, at its own cost and expense, restore and rehabilitate said land and appurtenances thereon to its original condition, all to the reasonable satisfaction of the Commissioner of Public Works of the Town, or his duly appointed representative, and his opinion and directives shall be binding upon the respective parties hereto. However, the existing improvements and fixtures upon the Licensed Premises shall remain undisturbed and in good condition by the Licensee unless the Town shall require such improvements to be removed and/or lawfully demolished. The requirement to surrender the Licensed Premises in accordance with the terms hereof shall survive the termination of this agreement.

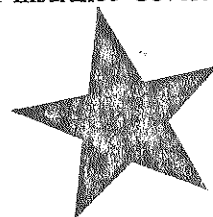
10. **Acceptance of Licensed Premises/Waivers by Licensee.** The Licensee waives any and all claims for compensation from the Town for any and all loss and damage sustained by reason of any defect, deficiency, or impairment of the Licensed Premises, the condition of which the Licensee has accepted and assumed. Licensee has accepted the Licensed Premises "as is" with all faults and conditions and without relying upon any representations of the Town, or its representatives. In the event that a claim or adjudication is made that the Town has acted unreasonably or unreasonably delayed acting in any case where by law or under this License Agreement, it has an obligation to act reasonably or promptly, the Town shall not be liable for any punitive, consequential or incidental damages, and the Licensee's sole remedies shall be limited to commencing an action seeking injunctive relief or declaratory judgment. The Licensee covenants and agrees that in no event shall the Town be liable for consequential damages and, to the fullest extent permitted by law, the Licensee expressly irrevocably waives all existing and future claims that it may have against the Town for consequential damages. LICENSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO ASSERT A COUNTERCLAIM, OTHER THAN A COMPULSORY



COUNTERCLAIM, IN ANY ACTION OR PROCEEDING BROUGHT AGAINST IT BY THE TOWN OR ITS AGENTS, AND KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LICENSE AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE TOWN . LICENSEE'S AGREEMENT TO THE PROVISIONS OF THIS SECTION IS A MATERIAL INDUCEMENT FOR TOWN GRANTING THE LICENSE.

11. **Modification/Assignment.** This Agreement may be modified from time to time, in writing, duly executed by the parties. Oral modifications are ineffective to bind the Town. Licensee may not assign, or otherwise transfer, all or any part of its interest in this agreement or in the Premises without the prior written consent of the Town, which may be withheld for any reason or no reason without any liability to the Town. Licensee may not sub-license the Licensed Premises without the written permission of the Town which permission may be withheld for any or no reason without any liability to the Town. The permission of the Town granting the use of said Licensed Premises is made only to the Licensee, and may not, without the express written consent of the Town, be transferred or assigned to any other firm or person.

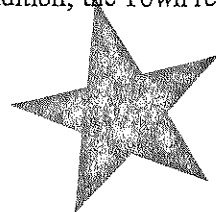
12. **Insurance.** The Licensee shall obtain, and furnish evidence of, insurance for the benefit of the Town with respect to such coverages, such amounts and such limits as the Town shall require from time to time. Without limitation, the Licensee shall initially obtain coverage and provide Certificates of Insurance with respect to comprehensive general liability in amounts per occurrence of not less than \$1,000,000.00 and shall name the Town as additional named insured. The Licensee shall further insure its vehicles as required by law and shall further insure its other property and equipment, which may at any time, be upon the Licensed Premises, and name the Town as an additional insured therein. Licensee shall provide evidence to the Town of Worker's Compensation Insurance Coverage. All



such certificates shall provide that the Town be given 30 days' prior written notice of termination of coverage or default under the contract of insurance or non-payment of premium. To the extent permissible under the insurance contract and pursuant to the certificate, the Town shall have thirty (30) days after the receipt of said notice to cure such default so that the applicable insurance may continue, but the Town shall have no obligation to take any such action. Failure to maintain and supply evidence of insurance to the Town shall be a material default under this License Agreement.

13. **Further Provisions on Use of Premises and Compliance with Law.** The Licensee shall not undertake any activity that may commit waste of the Premises. Licensee shall not interfere with Town functions or cause a public nuisance, other unreasonable disturbances, excessive noise or noxious odors. Licensee shall take good care of the Licensed Premises and maintain same in a reasonably clean, sanitary and safe condition pursuant to all applicable laws, rules and regulations. Licensee shall promptly comply and cooperate with any and all requests that may be reasonably necessary or prudent in order for the Town to comply with law. Licensee shall promptly comply with every law, statute, rule, ordinance, regulation, and notice of any municipal, county, state, federal or other authority having jurisdiction of the Licensed and pertaining to such Premises and shall promptly correct and/or cure any and all violations imposed by any governmental agency with respect to the Licensed Premises. Under no circumstances shall the Licensed Premises be used for any unlawful, illegal or immoral purpose whatsoever.

14. **Termination of License for Default.** If either (i) Licensee fails to pay the Rent or any other sums due the Town or any other cost for which it is responsible hereunder within ten (10) days of written demand; or (ii) if there is any other breach of any other term, covenant and/or condition of this License Agreement by the Licensee, the Town may terminate this License Agreement (resulting in an expiration of the Term and the License granted herein) upon only five (5) days' written notice. This termination provision is in addition to the right of the Town to terminate the License under paragraph 4 hereof and any and all other rights the Town may have under the law. In addition, the Town retains



and reserves any and all rights and remedies with respect to this License Agreement and the Licensed Premises. In the event that the Licensee shall fail to pay any sums due the Town when due under this agreement, then without limitation of the forgoing, upon demand of the Town, the Licensee shall pay interest on the amounts not paid at the rate of ten (10%) percent per annum from the date of such demand. If the Licensee holdovers and remains in occupancy after the expiration of the License herein, the Licensee shall pay twice the Rent during such period of impermissible occupancy, which fee is agreed to be reasonable under those circumstances and the payment thereof shall in no way limit, delay or impair the right of the Town to lawfully remove the Licensee from the Licensed Premises.

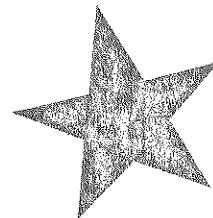
15. **Notices.** All notices, demands and requests given or required to be given by, pursuant to, or relating to, this License Agreement shall be in writing. All notices shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, with return requested, postage prepaid, or by United States Express mail or FEDEX or other comparable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others):

If to the Town:

THE TOWN OF OYSTER BAY
Town Hall
54 Audrey Avenue
Oyster Bay, New York 11771
Attention: Joseph Nocella, Town Attorney

If to Licensee:

Landtek Corp.
235 Countyline Road,
Amityville, New York 11701
Attention:



A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or two Business Days after mailing; or in the case of overnight courier service, on the Business Day after the same was sent. A party receiving a notice that does not comply with the technical requirements for the notice under this section may elect to waive any deficiencies and treat the notice as having been properly given. Licensee shall not be entitled to any notices of any nature whatsoever from the Town except with respect to matters for which this agreement specifically and expressly provides for the giving of notice.

16. Environmental Covenant and Indemnity. During Licensee's occupation and possession of the Licensed Premises, it shall keep the Licensed Premises free from the introduction and release of Hazardous Materials (as hereinafter defined). During the Term and thereafter, the Licensee hereby indemnifies and holds the Town harmless from and against the presence of any and all Hazardous Substances entering or released upon the Licensed Premises as of the commencement date of this License Agreement, by the Licensee and its agents, invitees, guests, representatives or anyone entering the Licensed Premises (whether or not on Licensee's behalf) (and during any extensions or holdovers thereof), including without limitation, from and in connection with Licensee's vehicles and/or equipment or operations. Licensee covenants that the Premises shall, as of the commencement date hereof, not be used to generate, manufacture, refine Hazardous Materials, and Licensee shall not cause or permit a release of Hazardous Materials onto the Premises or onto any other neighboring property or suffer the presence of Hazardous Materials on the Premises. Licensee may, however, lawfully operate and store its equipment and vehicles on the Licensed Premises in a safe and sanitary manner, notwithstanding the fact that such vehicles and equipment utilize petroleum products. Reasonable care shall be taken by the Licensee, however, to safeguard the Licensed Premises from the release of Hazardous Materials in and around the Licensed Premises. Without limitation, Licensee shall comply with, and ensure compliance by all occupants or the Premises with, all applicable federal, state and local laws, ordinances, rules or regulations, with respect to Hazardous Materials, and shall keep the Property free and clear of any liens imposed pursuant to such laws,

ordinances, rules or regulations. The term "Hazardous Materials" as used in this License Agreement shall include, without limitations, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance, the use of which is restricted, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation. The Licensee hereby indemnifies the Town and agrees to hold the Town harmless from and against any and every kind whatsoever (including reasonable attorneys' fees) paid, incurred, or suffered by or asserted against the Town at any time for, with respect to, or as a direct result of (i) the introduction during the Term on or under the Premises of Hazardous Materials or (ii) the escape, seepage, leakage, spillage, discharge, emission, or release from the Premises, or into or upon any affected land, or any related or nearby or affected atmosphere, or any affected watercourse, body of water, or wetland at any time during Licensee's occupancy, use, or possession of the Licensed Premises, of any Hazardous Materials (introduced to the Licensed Premises during the Term or any period of Licensee's occupancy thereof) or (ii) Licensee's non-compliance with respect to any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating to, or imposing liability or standards of conduct concerning any Hazardous Materials. The Licensee fully understands that this paragraph is a material inducement to the Town making this License Agreement. The obligations and liabilities of Licensee under this paragraph shall survive the expiration of the Term and termination of this License Agreement.

17. **Indemnification of the Town by the Licensee/Assumption of Risk.** The Licensee agrees that the Town shall be free from all liabilities and claims for damages and/or suits for and by reason of any injury or loss to any person or property of any kind whatsoever on or in connection with the Licensed Premises from any cause or causes whatsoever from the date of Licensee's occupancy of the Premises. Licensee covenants and agrees to indemnify and save harmless the Town from any and all liabilities, charges, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising or pertaining with respect to or in connection with the Licensee's use, operation and/or

occupancy of the Licensed Premises during the Term and with respect to anything pertaining to the Premises during Licensee's use and occupancy thereof. The Licensee assumes all risks in the operation of the Licensed Premises and agrees to comply with all federal, state, and local law and regulations, including without limitation, all municipal rules, regulations and ordinances of the Town, which in any way related to the Licensed Premises.

18. **Advertising/Signs.** Any advertising on or around the Licensed Premises, including signage, shall be subject to the written approval of the Town.

19. **Entire Agreement/Counterparts/Electronic Signatures.** It is understood and agreed that this License Agreement embodies the entire understanding of the parties with regard to the Licensed Premises, and may not be extended or modified except in writing, and subscribed by both parties hereto. This License Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be original. This License Agreement may be executed in any number of counterparts; each of which counterpart shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document. The License Agreement may also be signed and delivered utilizing electronic signatures sent via electronic mail in "pdf" format. Such electronic signatures shall be binding upon the signatory.

20. **Entire Agreement.** This License Agreement constitutes the entire agreement between Licensee and Town with respect to the subject matter hereof and all undertakings, oral representations and agreements heretofore or simultaneously had among the parties are or merged in, and are contained in, this License Agreement.

21. **Captions.** The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this License Agreement.

22. **Consent to Jurisdiction.** Licensee hereby irrevocably consents to the jurisdiction of the State of New York and to the Supreme Court of the State of New York, Nassau County, for the purpose of any suit, action or other proceeding arising out of or relating to this License Agreement or the subject

matter hereof. Licensee hereby waives, and agrees not to assert, any such suit, action or proceeding any claim that it is not personally subject to such jurisdiction, or any right to remove an action brought in State to Federal Court, or any claim that such suit, action or proceeding is in an inconvenient forum or that the venue thereof is improper. Licensee agrees that service in any such action, whether or not in either such jurisdiction, may be effectuated by means in accordance with the notice provisions of this License Agreement or by any other means of service allowed by law.

23. **Applicable Law.** This License Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York and any applicable law of the United States of America.

24. **Right of Inspection.** The Town shall have the right to inspect the premises during the term of this License Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

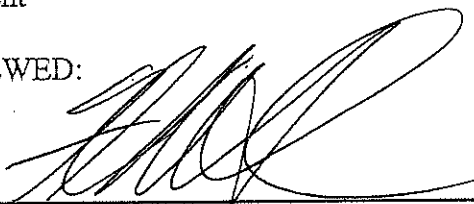
TOWN OF OYSTER BAY

Supervisor

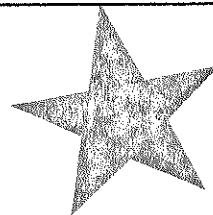
LANDTEK CORP.

President

REVIEWED:



Deputy Town Attorney



WHEREAS, Oleg Zivkovich, Hicksville Street Fair Organizer, Hicksville Chamber of Commerce, 10 West Marie Street, Hicksville, NY 11801, by letter dated March 14, 2019, requested the use of Municipal Parking Fields H-5 and H-6 in Hicksville, Town of Oyster Bay, New York, on Sunday, June 9, 2019, from 7:30 A.M. until 8:00 P.M., and the posting of "No Parking" signs in said lots for June 9, 2019, for the Hicksville Chamber of Commerce's 17th Annual Hicksville Summer Street Fair, and also requested that twelve (12) complete barricades and eighteen (18) yellow SORT pails be delivered to said parking fields on Friday, June 7, 2019, and picked up Monday, June 10, 2019; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 30, 2019, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Highway Department has no objection to providing same to the Hicksville Chamber of Commerce, and

WHEREAS, the Hicksville Chamber of Commerce, Inc., has contacted Kenneth G. Arnold, P.E., Commissioner, Nassau County Department of Public Works, to grant permission for the closing of Jerusalem Avenue, a County road; 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 requests as hereinabove set forth are hereby approved, and the Department of Public Works, and the Highway Department, are hereby authorized to provide the use of Municipal Parking Fields H-5 and H-6 in Hicksville on Sunday, June 9, 2019, from 7:30 A.M. until 8:00 P.M., and the posting of "No Parking Signs" in said lots for the Hicksville Chamber of Commerce's 17th Annual Hicksville Summer Street Fair, as well as twelve (12) complete barricades and eighteen (18) yellow SORT pails to be delivered on Friday, June 7, 2019, and picked up Monday, June 10, 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 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 equipment and in the conduct of the aforementioned 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 each occurrence, and \$2,000,000 general aggregate, naming the Town of Oyster Bay as an additional insured, in connection with the aforementioned 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
Public Works
Highway

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
Inter-Departmental Memo

May 30, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: HICKSVILLE CHAMBER OF COMMERCE
17th ANNUAL STREET FAIR
TO BE HELD ON JUNE 9th 2019

Enclosed please find a copy of the letter from Oleg Zivkovich, Street Fair Organizer, requesting our assistance on behalf of the Hicksville Chamber of Commerce in conducting their 17th Annual Street Fair on June 9th, 2019.

The Highway Department has no objection to the Organization utilizing Municipal Parking Fields H-5 and H-6 on Sunday, June 9th 2019 from 7:30 am until 8:00 pm for the fair. The Hicksville Chamber of Commerce would appreciate the posting of temporary "No Parking" signs in these lots for the above mentioned date as well. In addition, the Highway Department can readily supply twelve (12) complete barricades, and eighteen (18) yellow SORT pails from Friday, June 7th through Monday, June 10th, 2019 for this event.

Further, the Hicksville Chamber of Commerce, Inc. has also requested the closure of Jerusalem Avenue at the junction of Broadway south to West John Street on June 9th, 2019 from 8:00 am until 8:00 pm for the fair. Since Jerusalem Avenue is a County roadway, attached is a letter from Kenneth G. Arnold, P.E., Commissioner of Nassau County Department of Public Works obtaining permission for the road to be closed during the street fair.

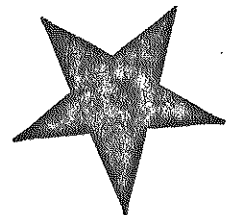
Also attached are a Certificate of Insurance, Endorsement Sheet and Hold Harmless Agreement to cover the event. Therefore, Town Board approval is requested.

Please Suspend all rules and put on calendar for the June 4th Town Board Meeting.


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz

C: Town Attorney (9) copies
Richard Lenz, P.E., Commissioner DPW/HWY
Doug Robalino, General Foreman 002
Peter Brown 003
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Dept. of Public Safety
Grace SantaMaria, Highway Administration





Met Log *Kam Z*

HICKSVILLE CHAMBER OF COMMERCE
FOR A BETTER COMMUNITY

DEPUTY COMM/HIGHWAY

REC'D BY HIGHWAY DEPT
MAR 19 10 51:10

March 14, 2019

Kim Zervos
Department of Highways
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Dear Ms. Zervos,

This letter is being sent to you on behalf of the Hicksville Chamber of Commerce. My name is Oleg Zivkovich. I have been assigned to organize the Annual Hicksville Chamber of Commerce Street Fair, which will be held this year on Sunday, June 9, from 10 a.m. to 5 p.m.

Once again, we have three (3) requests to make to the Department of Highways:

- **We are seeking authorization to use Town of Oyster Bay Municipal Parking Fields H5 and H6 for the event.**

With regard to use of Jerusalem Avenue, we will be reaching out to Dan Davis at Nassau County's Department of Public Works for authorization there. You should anticipate the eventual correspondence/contact from Mr. Davis.

- **As in the past, we are requesting 10-12 barricades for the event.** In years past, the Town has delivered them to the gazebo at fork of Route 107S and Jerusalem Avenue in the week leading up to the Street Fair.

- **We are also requesting 15-18 yellow pails for trash & debris collection.** We understand, again as in the past, the Chamber will provide liners for the pails. Also, we will be renting a dumpster for the collection of garbage for the event. We also are equipping personnel with dust pans and brooms to keep the street clean.

Lastly, we want to inform you of three other issues related to the event:

- **We will be requesting from the Nassau County Police Department to close the street at 7:00 a.m.** so that we may prep it for the set up of vendor booths and activities.


- **We will be submitting an request for the rental of a Town Showmobile.**

- **And lastly, we are in the process of securing the required insurance for the event.** You can anticipate a copy of the insurance to arrive in the next 10 business day maximum, more likely sooner.

Additionally, thank you for emailing me the hold harmless paperwork. I now have your email and will send it over promptly.

Thank you for all your support. You play a big role in the success of our event. We want you to know it is appreciated.

Sincerely,
Oleg Zivkovich

Hicksville Street Fair Organizer • 



10 W. MARIE ST., HICKSVILLE, NY 11801 • (516) 931-7170



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2019

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 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 K&K Insurance Group, Inc. 1712 Magnavox Way Fox Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (AC, Re, Ext): 1-800-328-2317 FAX (AC, Re): 1-260-459-5502 EMAIL: info@eventinsurance-kt.com ADDRESS: PRODUCER: CUSTOMER ID:
INSURED Hicksville Chamber Of Commerce P O Box 7 Hicksville, NY 11802 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: W01420578

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	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		68RPG000005838300	06/07/2019 12:01 AM EDT	06/11/2019 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - CONFINED AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII						EACH OCCURRENCE AGGREGATE
	UMBRELLA LBS EXCESS LIAB DED RETENTION						PER STATUTE OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event Name: Hicksville Chamber Of Commerce Street Fair, Event Date: 06/07/2019 to 06/10/2019; # of attendees: 3000

Event Location: Kennedy Memorial Park Jerusalem Ave. & Broadway, Hicksville, New York 11801

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771
(Owner/Lessor of Premises)

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

Coverage is only extended to U.S. events and activities.

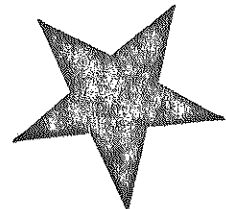
** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

ACORD 25 (2018/03)

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Reviewed By
Office of Town Attorney



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771
Named Insured: Hicksville Chamber of Commerce CP# 2518
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.

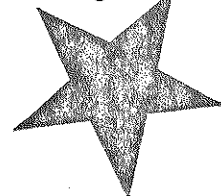
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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.



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 14 day of March 2019, by Hicksville Chamber of Commerce (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 Friday, June 7, 2019 through Monday, June 10, 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:

Hicksville Chamber of Commerce

Address of Organization:

10 W. Marie St., Hicksville, NY 11801

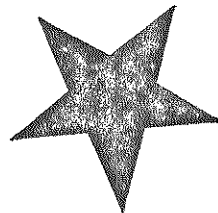
By: Mike Rayolo

Authorized Representative

Title: Mike Rayolo, President

Telephone Number: [REDACTED]

Reviewed By
Office of Town Attorney
[Signature]



LAURA CURRAN
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

May 29, 2019

Michael Ruvolo, President
Hicksville Chamber of Commerce
Post Office Box 7
Hicksville, New York 11802

Re: Annual Hicksville Chamber of Commerce Street Fair
Temporary Closing of Jerusalem Avenue from West John Street to Herzog Place on
June 9, 2019 from 7:30 AM to 8:00 PM

Dear Mr. Ruvolo:

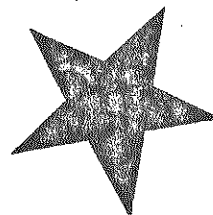
The Department is in receipt of your letter requesting temporary closing of Jerusalem Avenue (a County road) at the above referenced location, date, and time.

It will be necessary for the Chamber to coordinate the temporary closing of Jerusalem Avenue with the Nassau County Police Department's Second Precinct, the Hicksville Fire Department, the Town of Oyster Bay, and the New York State Department of Transportation to insure an orderly temporary diversion of vehicular and pedestrian traffic as well as the passage of emergency vehicles.

It is the Department's understanding that northbound traffic on Jerusalem Avenue will be temporarily diverted at Herzog Place to Broadway (New York State Route 107) or turn left onto Nelson Avenue to detour to Newbridge Road. With regard to southbound traffic on Jerusalem Avenue, it is again the Department's understanding that the traffic will be temporarily diverted to Broadway or turn right onto West John Street to detour to Newbridge Road.

It is suggested, in this matter, that the Chamber contact the Nassau Inter-County Express (NICE) Bus with regard to the temporary diversion of southbound bus traffic on Jerusalem Avenue on the day of the Summer Street Festival. NICE can be reached at 296-4122 and your call should be directed to Jason Mazzara, Director of Transportation.

The Certificate of Insurance submitted to the Department to indemnify the County against any and all claims arising from the temporary closing of Jerusalem Avenue on June 9, 2019, has been found to be satisfactory.



Michael Ruvolo, President
Hicksville Chamber of Commerce

May 29, 2019

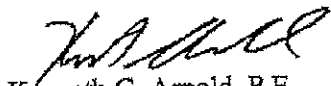
Page 2

Re: Annual Hicksville Chamber of Commerce Street Fair
Temporary Closing of Jerusalem Avenue from West John Street to Herzog Place on
June 9, 2019 from 7:30 AM to 8:00 PM

As such, the Department herein approves the temporary closing of Jerusalem Avenue at the above referenced location, date, and time and wish you well with the Annual Hicksville Chamber of Commerce Street Fair.

If we may be of further assistance, please contact Daniel Davis, a member of my staff, at 516-571-6885.

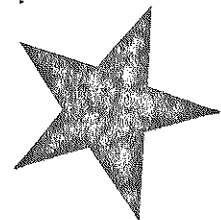
Very truly yours,


Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:WSN:ac

AJM W.O. #19-269148

c: Honorable Rose Marie Walker, Legislator, 17th L.D.
Brian J. Schneider, Deputy County Executive for Parks and Public Works
Patrick Ryder, Commissioner, Nassau County Police Department
William S. Nimmo, Deputy Commissioner of Public Works
Mary Studdert, DPW Press Secretary
Michael Fasano, Unit Head, Road Maintenance Unit
Jeff Lindgren, Traffic Engineer II
Kimberly Zervos, Town of Oyster Bay Department of Public Works
Jason Mazzara, NICE, 700 Commercial Avenue, Garden City, New York 11530
Joseph Brown, NYSDOT, State Office Building
250 Veterans Memorial Highway, Hauppauge, New York 11788
Daniel Davis, Project Manager



DATE: 5/20/19

TO: HIGHWAY OPERATIONS

SUBJECT: Hicksville CC 17th Annual Summer Street Fair

PLEASE DELIVER TO:
Lot H-5
Lot H-6, Kennedy Memorial Park
Hicksville

DATE OF EVENT: 6/9/19

SNOW FENCE:

BARRICADES: 12

CONTACT: Oleg or Sam
516-644-5615

CONES:

SORT PAILS: 18

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 6/7/19

PICKUP ON: 6/10/19

SWEEPING BEFORE AFFAIR IS NEEDED:


XX

YES

NO

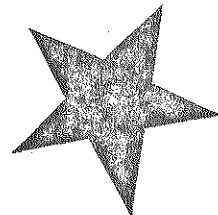
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Greg Marchese, Area Foreman 012
Jeff VanNostrand

Public Safety Division
Dan Kornfeld



WHEREAS, Ryan Schlatter, Chamber President, Oyster Bay-East Norwich Chamber of Commerce, Inc., P.O. Box 21, Oyster Bay, New York 11771, by letter dated May 24, 2019, requested the use of Audrey Avenue from South Street past Spring Street, lower Audrey Avenue to the Railroad Museum, to the corner of Maxwell Avenue and further requests the closure of Spring Street from West Main Street north to lower Audrey Avenue, in Oyster Bay, from 5:00 pm until 10:00 pm on Thursday evening, June 20, 2019, for its Annual Autobahn Car Show Event; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 30, 2019, advised that the Highway Department has no objection to the use of Audrey Avenue and the closure of Spring Street as described above; 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 requests as hereinabove set forth are hereby approved, and the Highway Department is hereby authorized to provide the use of Audrey Avenue from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, the closure of Spring Street from West Main Street north to lower Audrey Avenue, for the Oyster Bay-East Norwich Chamber of Commerce Annual Autobahn Car Show, to be held on Thursday, June 20, 2019, from 5:00 pm until 10:00 pm, subject to the following conditions:

1. The use of all Town property for these activities shall in each and every case be in conformance with the direction of the Commissioner of the Department of Highways, or his duly authorized representative;
2. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the aforescribed activities and its use of Town property; and
3. The said organization shall file with the Town Clerk a Certificate of Insurance indicating said organization is covered by General Liability Insurance in the amounts of \$1,000,000 with a general agreement 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
Public Works
Highway

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 30, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: THE OYSTER BAY-EAST NORWICH CHAMBER OF COMMERCE
ANNUAL AUTOBAHN CAR SHOW EVENT
JUNE 20, 2019

Enclosed please find a copy of the letter from Ryan Schlotter, Chamber President, requesting our assistance on behalf of the Oyster Bay-East Norwich Chamber of Commerce in hosting their Annual Autobahn Car Show Event Thursday, June 20, 2019.

The Highway Department has no objection to the Oyster Bay-East Norwich Chamber of Commerce utilizing Audrey Avenue from South Street past Spring Street, lower Audrey Avenue to the Railroad Museum, to the corner of Maxwell Avenue, and also has no objection to close Spring Street from West Main Street north to lower Audrey Avenue in Oyster Bay on Thursday evening from 5:00 pm until 10:00 pm while hosting their Annual Autobahn Car Show Event, June 20, 2019.

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

Please suspend all rules and put on the calendar for the June 4th 2019 Town Board Meeting.

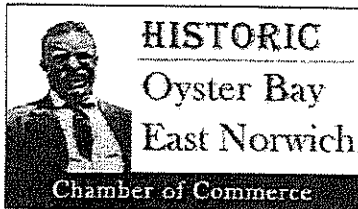

JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

C: Town Attorney (9) copies
Doug Robalino, General Foreman 002
Richard Lenz, Commissioner DPW

Grace SantaMaria, Highway Administration
Justin McCaffrey, Commissioner of Public Safety
Parks Department





2019 BOARD

Officers

Ryan Schlotter- President
Ravin Chetram- Vice President
Susan Dembo- Secretary
Walter Imperatore- Treasurer

Past Presidents

Michele Browner
Alex Gallego
Dottie Simons

Directors

Robert L. Brusca, Esq.
Gabrielle Fumai
Kelly Fuhrmann
Nathaniel Kingsley
Rich LaMarca
Frank Leone
Patrick Lough
Rustan Lundstrum
David Martin
Danyal Nadeem
Jim Perna
Dawn Riley

Board Members Emeriti

Austin Azzaretto
Paige Dawson
Alex Gallego

PO Box 21
Oyster Bay, New York 11771
(516) 922-6464
obenchamber@gmail.com
www.visittoysterbay.com

May 24, 2019

Richard Lenz Commissioner
John Bishop, Deputy Commissioner
Town of Oyster Bay DPW, Highway Division
150 Miller Place
Syosset, NY 11791

RE: Thursday, June 20, 2019 Autobahn Car Show

Dear Mr. Lenz and Mr. Bishop:

The Oyster Bay-East Norwich Chamber of Commerce is hereby requesting the closing of Audrey Avenue in Oyster Bay Hamlet (from South Street past Spring Street down Lower Audrey Avenue to the Rail Road Museum, and to the corner of Maxwell Avenue) on Thursday, June 20, 2019. We also request to close Spring Street (from West Main Street north to Lower Audrey Avenue). Finally, we request the use of the parking lot on the east side of Lower Audrey Avenue just north of Audrey Avenue. This is for our Annual Autobahn Car Show Event sponsored by the Oyster Bay-East Norwich Chamber of Commerce.

We request the permit from 5 p.m. with barricades being raised and street closure at 5:30 p.m.

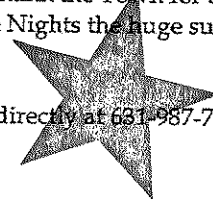
The required Certificate of Insurance with Endorsements naming the Town of Oyster Bay as additional insured is attached.

We ask that a copy of the resolution and an actual permit be sent to the OBCC offices at the address above. We thank the Town for all its cooperation and assistance in making Cruise Nights the huge success they have become.

If there are any questions please contact me directly at 631-987-7095.

Sincerely,

Ryan Schlotter
Chamber President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2019

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 BC CONSULTING SERVICES LLC 12128308 35 AUDREY AVENUE OYSTER BAY NY 11771	CONTACT NAME: PHONE (866) 467-8730 (A/C, No. Ext.): FAX (866) 443-6112 (A/C, No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED OYSTER BAY EAST NORWICH CHAMBER OF COMMERCE PO BOX 21 OYSTER BAY NY 11771-0021	NAIC# 29424

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		12 SBM UQ3886	05/10/2019	05/10/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			12 SBM UQ3886	05/10/2019	05/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						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		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)

Those usual to the Insured's Operations. RE: Autobahn Night June 20, 2019. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Town of Oyster Bay
Dept of Public works / Highway
150 MILLER PL
SYOSSET NY 11791-5603

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

Reviewed By
Office of Town Attorney

Susan P. Castaneda

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the inception Date of the policy unless another date is indicated below:

Policy Number: 12 SBM UQ3686 SB

Named Insured and Mailing Address: OYSTER BAY EAST NORWICH CHAMBER OF
COMMERCE
PO BOX 21
OYSTER BAY NY 11771

Policy Change Effective Date: 06/20/19

Effective hour is the same as stated in the
Declarations Page of the Policy.

Policy Change Number: 003

Agent Name: BC CONSULTING SERVICES LLC
Code: 128308

POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IR12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.891

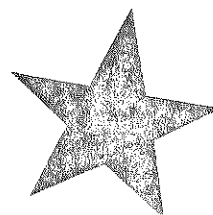
THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 05/28/19

Page 001

Policy Effective Date: 05/10/19
Policy Expiration Date: 05/10/20

Reviewed By
Office of Town Attorney



POLICY NUMBER: 12 SBM UQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001
ISLAND PROPERTIES, LLC
255 SOUTH ST
OYSTER BAY NY 11771

OYSTER BAY CHARITABLE FUND, OYSTER BAY ROTARY CLUB
PO BOX 132
OYSTER BAY, NY 11771

TOWN OF OYSTER BAY
150 MILLER PL
SYOSSET, NY 11791
RE: CLASSIC CAR CRUISE NIGHTS EVENT MAY 28, 2019 - OCTOBER 1ST, 2019

TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS
150 MILLER PL
SYOSSET, NY 11791
RE: MAY 18, 2016 TASTE OF THE TOWN

TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS / HIGHWAY
150 MILLER PL
SYOSSET, NY 11791
RE: CLASSIC CRUISE CARS MAY 28, 2019 - OCTOBER 1ST, 2019.

OYSTER BAY WATER DISTRICT
45 AUDREY AVE
OYSTER BAY, NY 11771
RE: CLASSIC CRUISE CARS MAY 28, 2019 - OCTOBER 1ST, 2019.

RENAISSANCE PROPERTY ASSOC
255 SOUTH ST
OYSTER BAY, NY 11771
RE: CLASSIC CRUISE CARS MAY 28, 2019 - OCTOBER 1ST, 2019.

OYSTER BAY WATER DISTRICT

Form IH 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 001 (CONTINUED ON NEXT PAGE)
Process Date: 05/28/19 Expiration Date: 05/10/20

Reviewed By
Office of Town Attorney

BA

POLICY NUMBER: 12 SEM DQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

45 AUDREY AVE
OYSTER BAY, NY 11771
RE: CAR CRUISE NIGHTS MAY 29 2018 - SEPTEMBER 25 2018

TOWN OF OYSTER BAY DEPT OF PARKS
150 MILLER PL
SYOSSET, NY 11791
RE: CLASSIC CRUISE CARS MAY 28, 2019 - OCTOBER 1ST, 2019.
TOWN OF OYSTER BAY DEPT OF PUBLIC SAFETY
150 MILLER PL
SYOSSET, NY 11791
RE: CLASSIC CRUISE CARS MAY 28, 2019 - OCTOBER 1ST, 2019.

TOWN OF OYSTER BAY
DEPARTMENT OF HIGHWAY
150 MILLER PL
SYOSSET, NY 11791
RE: HOLIDAY MARKET & TREE LIGHTING
RE: DECORATIVE LIGHTING OF HAMLETS

TOWN OF OYSTER BAY DEPT OF PARKS
977 HICKSVILLE RD
MASSAPEQUA, NY 11758

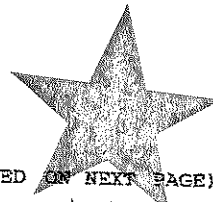
VERIZON
2020 WANTAGH AVE
WANTAGH, NY 11793

PSEG
176 EAST OLD COUNTRY ROAD
HICKSVILLE, NY 11801
COLLECTOR CAR SHOWCASE
85 PINE HOLLOW RD
OYSTER BAY, NY 11771

TOWN OF OYSTER BAY
DEPARTMENT OF PUBLIC WORKS/ HIGHWAY
150 MILLER PL
SYOSSET, NY 11791
RE: Autobahn Night, June 20, 2019.

Form IH 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 002 (CONTINUED ON NEXT PAGE)
Process Date: 05/28/19 Expiration Date: 05/10/20

Reviewed By
Office of Town Attorney

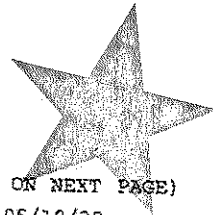


POLICY NUMBER: 12 SBM 003886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION



Form IH 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 003 (CONTINUED ON NEXT PAGE)
Process Date: 05/28/19 Expiration Date: 05/10/20

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 28 day of May 2019, by OYSTER BAY CHAMBER OF COMMERCE (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period JUNE 20, 2019 through JUNE 20, 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:

Oyster Bay-East Norwich Chamber of Commerce

Address of Organization:

P.O. BOX 21
OYSTER BAY, NY. 11771

By:

[Signature]
Authorized Representative

Title:

Pres.

Telephone Number:

631-487-7095

Reviewed By
Office of Town Attorney

[Signature]