



APPROVED

COMMISSIONER OF HUMAN RESOURCES

Meeting of June 6, 2017

RESOLUTION P-13-17

WHEREAS, The 2017 Budget, adopted November 15, 2016 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, The adoption of said 2017 Budget, on November 15, 2016, was by a Resolution of the Town Board; and

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

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

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

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

Town Clerk

Cc: Town Board
Supervisor
Human Resources
Comptroller
Payroll
Town Attorney


APPROVED
COMMISSIONER OF HUMAN RESOURCES

Meeting of June 6, 2017

RESOLUTION P-14-17

WHEREAS, The 2017 Budget, adopted November 15, 2016 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, The adoption of said 2017 Budget, on November 15, 2016, was by a Resolution of the Town Board; and

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

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

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

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

Town Clerk

Cc: Town Board
Supervisor
Human Resources
Comptroller
Payroll
Town Attorney

Reviewed By
Office of Town Attorney
Thomas M. Melillo

Meeting of June 6, 2017

RESOLUTION NO. TF-8-2017

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
020-17	CYS	\$ 50,000.00	CYS A 7020 41800 000 0000
			TO
		\$ 50,000.00	CYS A 7020 47660 000 0000
			FROM
	CYS	\$ 2,000.00	CYS A 7020 45100 000 0000
			TO
		\$ 2,000.00	CYS A 7020 46100 000 0000
			FROM
021-17	DHR	\$ 5,000.00	DHR A 1430 44800 000 0000
			TO
		\$ 5,000.00	DHR A 1430 44100 000 0000
			#

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

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

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

2A

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

May 25, 2017


TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Transfer of Funds

The Department of Community and Youth Services requests Town Board authorization to transfer the following funds:

From:	CYS A 7020 41800 000 0000	Recreational Supplies	\$ 50,000.00
To:	CYS A 7020 47660 000 0000	Special Events	\$ 50,000.00
From:	CYS A 7020 45100 000 0000	Equipment Rental	\$ 2,000.00
To:	CYS A 7020 46100 000 0000	Equipment Maintenance	\$ 2,000.00

The transfer will accommodate:

- The cost of lighting services which were previously paid from account CYS A 7020 41800 000 0000 and will now be paid from account CYS A 7020 47660 000 0000 as authorized by Town Board Resolution # 72-2017 dated February 4, 2017.
- The Department's cut back on the rental of equipment but need to repair existing equipment used for Special Events.


Maureen A. Fitzgerald
Commissioner

MAF:iw
cc: Town Attorney (+10 copies)



MS
Reviewed By
Office of Town Attorney

RESOLVED, That the Town Clerk is hereby directed to advertise a notice of an application for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or other mooring, submitted by James B. Busch, pursuant to the Code of the Town of Oyster Bay, Chapter 241, "Waterways", Section 241-33, "Processing of Applications". The subject property is located at 156 Division Avenue, Massapequa, New York 11758, also known as Section 65, Block 135, Lot 603 on the Nassau County Land and Tax Map.

-#-

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

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

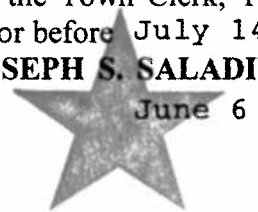
cc: Supervisor
Town Attorney
Comptroller (2)
Planning & Development

CORRECTED COPY

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, that pursuant to the Code of the Town of Oyster Bay, Chapter 241, "Waterways", Section 241-33, "Processing of Applications", the Town Board is in receipt of an application for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or other mooring in the waterways within the jurisdiction of the Town. Said application is described as follows: **JAMES B. BUSCH**, for a permit to erect, maintain, alter or improve a dock, pier, bulkhead, float or other mooring. **Specification:** The proposed work consists of construction of a four-foot-wide by six-foot-long platform with a three-foot-wide and 10.5-foot-long ramp leading to two (2) six-foot-wide by 20-foot-long floats arranged parallel to the bulkhead extending approximately eight feet waterward. The subject property is located at 156 Division Avenue, Massapequa, New York 11758, also known as Section 65, Block 135, Lot 603 on the Nassau County Land and Tax Map. The petition filed in connection with the abovementioned application, together with all maps and documents which accompany it, are on file, and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Offices of the Town Clerk, in Oyster Bay and Massapequa. Any person interested in the subject matter of said application must submit any written comments to the Town Board for its review prior to the determination of such application. Kindly address any such communication to the Office of the Town Clerk, Town Clerk, Town Hall, 54 Audrey Avenue Oyster Bay, New York 11771, on or before July 14, 2017. **TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH S. SALADINO**, Town Supervisor, **JAMES ALTADONNA JR.**, Town Clerk. Dated: June 6, 2017, Oyster Bay, New York.

7/15
Reviewed By
Office of Town Attorney



10

298

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DATE: MAY 11, 2017

TO: MEMORANDUM DOCKET

FROM: CAROL ANN STRAFFORD, DIRECTOR, LEG. AFFAIRS
THRU: JOSEPH NOCELLA, TOWN ATTORNEY

SUBJECT: APPLICATION OF JAMES B. BUSCH TO ERECT,
MAINTAIN, IMPROVE, AND/OR REPAIR A DOCK,
FLOAT, BULKHEAD OR OTHER MOORING,
156 DIVISION AVENUE, MASSAPEQUA, NY

FILE # D-2-2017 SEC. 65 BLK 135 LOT 603

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


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

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

JOSEPH NOCELLA
TOWN ATTORNEY



CAROL ANN STRAFFORD
DIRECTOR LEGISLATIVE AFFAIRS



CAS:dr
TA w/10

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated September 8, 2016, authorized the Highway Department to clean up the premises located at 6 Hyman Drive, Farmingdale, New York 11735, also known as Section 49, Block 277, Lot 25 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 9, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 15, 2016, in the amount of \$729.01, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 9, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$729.01 may be assessed by the Legislature of the County of Nassau against the parcel known as 6 Hyman Drive, Farmingdale, New York 11735, also known as Section 49, Block 277, Lot 25 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 Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

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

Reviewed By
Office of Town Attorney
[Signature]

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299

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 25, 2017

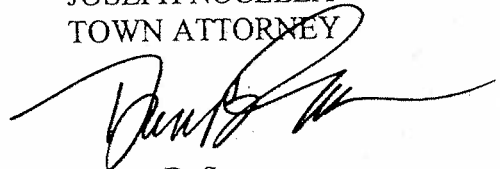
SUBJECT: Property Cleanup Assessment
6 Hyman Drive, Farmingdale, New York 11735
Section 49, Block 277, Lot 25

The Department of Planning and Development, by memorandum dated September 8, 2016, directed the Highway Department to clean up the premises located at 6 Hyman Drive, Farmingdale, New York 11735, also known as Section 49, Block 277, Lot 25 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated September 20, 2016, advised that the property has been secured by a crew from the Highway Department on September 15, 2016. The cost incurred by the Town of Oyster Bay was \$729.01.

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.

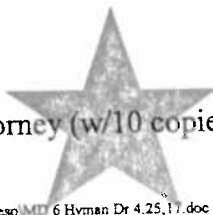
Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

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



S:\DBS\Cleanups MD & Reso\MD 6 Hyman Dr 4.25.17.doc

2016-5681
Need JTS

TOWN OF OYSTER BAY

Inter-Departmental Memo
September 8, 2016

To: JOHN P. BISHOP, HIGHWAY DEPARTMENT

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

**Through: DEPUTY COMMISSIONER
PLANNING AND DEVELOPMENT**

**Subject: 6 Hyman Drive Farmingdale, NY 11735
SBL: 49-277-25**


Notice of Violation (No.16044) was issued to the owner of the above-referenced premises 06/30/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

DEPUTY COMMISSIONER

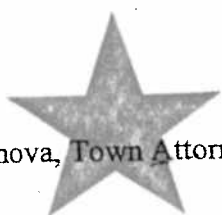
BY:



MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



24882
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 25TH day of AUGUST, nineteen hundred and NINETY
NINE
BETWEEN THE VIRGINIA DE MASI ASSET MANAGEMENT TRUST, BY ANTHONY DE MASI,
TRUSTEE, RESIDING AT 16 AMHERST STREET, ISLIP, NEW YORK 11751

party of the first part, and JOSEPH G. DE MASI, RESIDING AT 6 HYMAN DRIVE, SOUTH
FARMINGDALE, NEW YORK 11735

party of the second part,

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

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

BEING AND INTENDED TO BE THE SAME PREMISES CONVEYED TO BY GRANTOR BY DEED DATED
1/29/92, RECORDED 10/5/92 IN LI BER 10203, PAGE 759

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:

Anthony F. DeMasi as Trustee
THE VIRGINIA DE MASI ASSET MANAGEMENT TRUST
BY ANTHONY DE MASI, TRUSTEE

RECORDED
INDEXED
MICROFILM

Section
49
Block
277
Lot
25

Des

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

September 20, 2016

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

FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 6 HAYMAN DRIVE, FARMINGDALE
CLEAN - UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$729.01.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN-UP 6 HAYMAN DRIVE, FARMINGDALE TO P & D

CO. N. ALFORD & OFFICE
00000 00000 00000
00000 00000 00000

2016 OCT 27 A 9:55



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (49-277-25) 6 HYMAN DR FARMINGDALE 11735

Date Sep 15, 2016

Work Order # 30594

Labor Costs						
Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	02:00	\$29.41	00:00	0	\$58.82
MARTIN LANG	General Maintenance	02:00	\$49.38	00:00	0	\$98.76
CHRISTOPHER MOORE	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
JAMES ROMANO	General Maintenance	02:00	\$28.21	00:00	0	\$56.42
DERRICK SCOTT	General Maintenance	02:00	\$40.12	00:00	0	\$80.24
Total Labor						\$343.76

Tools/Vehicle					
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost	
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	02:00	\$158.00	
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	02:00	\$210.00	
Total Equipment				\$368.00	

Materials					
Material	Cost Per Unit	Units	Line Cost		
Tipping Fee (per ton)	\$75.00	0.23	\$17.25		
Total Materials			\$17.25		

Grand Total \$729.01

Description of Work:
CLEAN UP 6 HAYMAN DRIVE FM TO DOUG

Signature:

Name: Douglas Rodalino

Title: Storeyard Supervisor

Date: Sep 15, 2016

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated September 12, 2016, authorized the Highway Department to clean up the premises located at 11 Amber Drive, Massapequa, New York 11758, also known as Section 53, Block 210, Lot 20 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 9, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 15, 2016, in the amount of \$591.88, be referred to the County of Nassau for assessment,

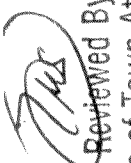

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 9, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$591.88 may be assessed by the Legislature of the County of Nassau against the parcel known as 11 Amber Drive, Massapequa, New York 11758, also known as Section 53, Block 210, Lot 20 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 Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

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


Reviewed By
Office of Town Attorney


13

300

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 19, 2017

SUBJECT: Property Cleanup Assessment
11 Amber Drive, Massapequa, New York 11758
Section 53, Block 210, Lot 20

The Department of Planning and Development, by memorandum dated September 12, 2016, directed the Highway Department to clean up the premises located at 11 Amber Drive, Massapequa, New York 11758, also known as Section 53, Block 210, Lot 20 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated September 20, 2016, advised that the property has been secured by a crew from the Highway Department on September 15, 2016. The cost incurred by the Town of Oyster Bay was \$591.88.

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

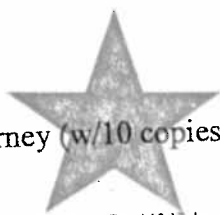
Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

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



S:\DBS\Cleanups MD & Reso\MD 11 Amber Dr. 4.19.17.doc

2016-5718
Need ltr

MD

TOWN OF OYSTER BAY

Inter-Departmental Memo
September 12, 2016

To: JOHN P. BISHOP, HIGHWAY DEPARTMENT

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through: DEPUTY COMMISSIONER
PLANNING AND DEVELOPMENT

Subject: 11 Amber Drive Massapequa, NY 11758
SBL: 53-210-20


Notice of Violation (No.16273) was issued to the owner of the above-referenced premises 08/24/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

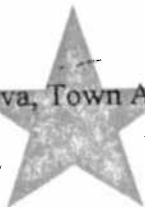
DEPUTY COMMISSIONER

BY:



MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js
cc: Leonard Genova, Town Attorney



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

208
4
THIS INDENTURE, made the 4th day of October, in the year Two Thousand Five

BETWEEN MARIE A. ROUSSEAU, RESIDING AT 11 AMBER DRIVE, MASSAPEQUA, NY 11758

party of the first part, and MAURICIO DUNN, RESIDING AT 70 NORTH BROADWAY, HICKSVILLE, NY 11801

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN (\$10.00) DOLLARS and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Oyster Bay, Massapequa Park, County of Nassau and State of New York, known and designated as and by Lot Number 20 in Block Number 210 on a certain map entitled, "Map of Sherman Oaks, Section No. 3, situated near Massapequa Park, Town of Oyster Bay, Nassau, New York, owned by Marshall Peters Associates, Inc. surveyed on May 31, 1955, by Teas and Steinbrenner, Surveyors, Associates, Inc., surveyors, Malverne, NY" and filed in the Office of the Clerk of the County of Nassau on November 18, 1955 as Map Number 6562, which said lot is bounded and described according to said map as follows:

BEGINNING at a point on the northeasterly side of Amber Drive at the extreme southerly end of the arc of a curve connecting the northeasterly side of Amber Drive with the southeasterly side of Martin Street; RUNNING THENCE northerly along the arc of said curve bearing to the right, having a radius of 15 feet a distance of 23.56 feet; RUNNING THENCE north 31 degrees 00 minutes 00 seconds east along the southeasterly side of Martin Street, 60 feet; RUNNING THENCE south 59 degrees 00 minutes 00 seconds east 97 feet; RUNNING THENCE south 31 degrees 00 minutes 00 seconds west 75 degrees to the northeasterly side of Amber Drive, and RUNNING THENCE north 59 degrees 00 minutes 00 seconds west along the northeasterly side of Amber Drive, 82 feet to the extreme southerly end of the arc of said curve connecting the southeasterly side of Martin Street with the northeasterly side of Amber Drive at the point or place of BEGINNING.

SAID'S PREMISES being known as and by 11 Amber Drive, Massapequa, NY 11758.

GRANTOR herein being the same person named in Deed dated October 13, 1993 and recorded in the Office of the Clerk of the County of Nassau on October 22, 1993, in Liber 10360 Page 626.

Section 53
Block 210
Lot 20

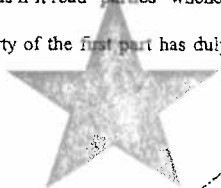
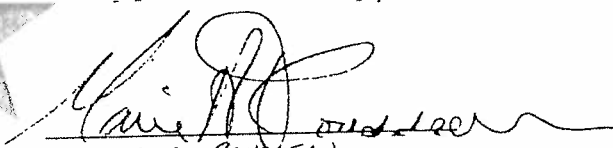
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; 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:



MARIE A. ROUSSEAU

DBS

Town of Oyster Bay
Inter- Departmental Memo

September 20, 2016

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

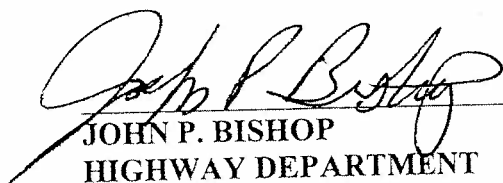
FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 11 AMBER DRIVE, MASSAPEQUA
CLEAN - UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$591.88.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



TOWN ATTORNEY'S OFFICE
677-5804
677-5804

2016 SEP 30 A 11:31

CLEAN-UP 11 AMBER DRIVE, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (53-210-20) 11 AMBER DR MASSAPEQUA 11758

Date Sep 15, 2016

Work Order # 30679

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	01:00	\$29.41	00:00	0	\$29.41
MARTIN LANG	General Maintenance	01:00	\$49.38	00:00	0	\$49.38
CHRISTOPHER MOORE	General Maintenance	01:00	\$24.76	00:00	0	\$24.76
JAMES ROMANO	General Maintenance	01:00	\$28.21	00:00	0	\$28.21
DERRICK SCOTT	General Maintenance	01:00	\$40.12	00:00	0	\$40.12
Total Labor						\$171.88

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	01:00	\$79.00
TD572	TRUCK DUMP 2005 INTL 7300 YW (T-242)- 6 Wheeler	\$131.00	01:00	\$131.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:00	\$105.00
TR099	TRAILER 1993 CUSTM 6X10 YW (M-99 / M99)	\$105.00	01:00	\$105.00
Total Equipment				\$420.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$591.88

Description of Work:

CLEAN UP 11 AMBER DRIVE MS TO DOUG

Signature: _____

Name: Douglas Robalno

Title: Storeyard Supervisor

Date: Sep 19, 2016

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated December 19, 2016, authorized the Highway Department to clean up the premises located at 75 Thorman Avenue, Hicksville, New York 11801, also known as Section 12, Block 199, Lots 19 and 20 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 9, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on December 21, 2016, in the amount of \$1,390.03, be referred to the County of Nassau for assessment,

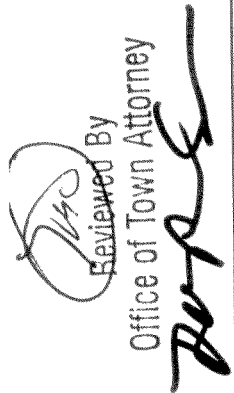
NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 9, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,390.03 may be assessed by the Legislature of the County of Nassau against the parcel known as 75 Thorman Avenue, Hicksville, New York 11801, also known as Section 12, Block 199, Lots 19 and 20 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 Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

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

Reviewed By
Office of Town Attorney


14

301

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 26, 2017

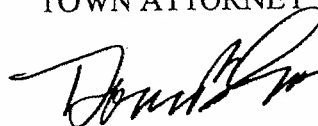
SUBJECT: Property Cleanup Assessment
75 Thorman Avenue, Hicksville, New York 11801
Section 12, Block 199, Lots 19 and 20

The Department of Planning and Development, by memorandum dated December 19, 2016, directed the Highway Department to clean up the premises located at 75 Thorman Avenue, Hicksville, New York 11801, also known as Section 12, Block 199, Lots 19 and 20 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated January 3, 2017, advised that the property has been secured by a crew from the Highway Department on December 21, 2016. The cost incurred by the Town of Oyster Bay was \$1,390.03.

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.

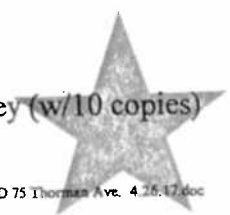
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

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

S:\DBS\Cleanups MD & Reso\MD 75 Thorman Ave. 4.26.17.doc



2017-5785
Need It

TOWN OF OYSTER BAY

Inter-Departmental Memo
December 19, 2016

To: JOHN P. BISHOP, ACTING COMMISSIONER/HIGHWAY DEPT.
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
Through: DEPUTY COMMISSIONER
PLANNING AND DEVELOPMENT
Subject: 75 Thorman Avenue Hicksville, NY 11801
SBL: 12-199-19 - 20

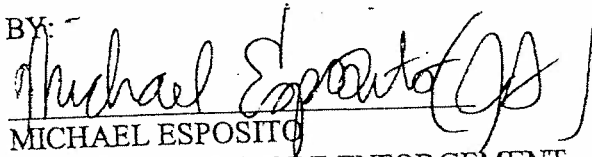
Notice of Violation (No.16516) was issued to the owner of the above-referenced premises 12/09/2016 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

DEPUTY COMMISSIONER

BY: -


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



17th
This indenture, made the 17th day of July, 2005

Between

PETER STERRER, ADAM STERRER and CHRISTINE BELL, residing at 75 Thorman Avenue, Hicksville, NY

party of the first part, and

ANISH DALAL, residing at ~~81-53~~ 81-53 259th street, Flamed Park, New York

party of the second part,

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

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

SEE DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Being and intended to be the same premises as conveyed to the Grantors herein by Deed dated 08/20/2004 and recorded 08/20/2002 in Liber 11832 Page 628 said premises being commonly known as 75 Thorman Avenue, Hicksville, NY

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 read "parties" whenever the sense of this indenture so requires.
In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

[Signature]

[Signature]
PETER STERRER

[Signature]
ADAM STERRER

[Signature]
CHRISTINE BELL

Pursuant to Power of Attorney dated 6/15/2005 executed by Adam

Christine Bell to be recorded simultaneously herewith.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Index No.: 09-001580

LaSalle Bank National Association, as Trustee for
Certificateholders of Bear Stearns Asset Backed Securities I LLC,
Asset Backed Certificates, Series 2005-AQ2,

Filed:

Plaintiff,

NOTICE OF PENDENCY
OF ACTION

~~against~~

Anish Dalal, Argent Mortgage Company, LLC, Soaia Arora, Tania
Abuja, Dharti Desai,

Defendants.

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in this Court upon a Complaint of the above named Plaintiff against the above named Defendants for the foreclosure of a Mortgage, dated July 11, 2005, executed by Anish Dalal, as mortgagors, to Argent Mortgage Company, LLC, as mortgagee, to secure the sum of \$350,208.00, and recorded in the Office of the Clerk of the County of Nassau on August 10, 2005 at Liber 29214, Page 197.

NOTICE IS FURTHER GIVEN, that the mortgaged premises affected by said foreclosure action, at the time of the commencement of said action and at the time of the filing of this notice, was situated at 75 Thorman Avenue, Hicksville, NY 11801, County of Nassau, State of New York at Section 12, Block 199, Lot 19 & 20.

The Clerk of the County of Nassau is directed to index this notice to the names of all of the above defendants. The premises known as 75 Thorman Avenue, Hicksville, NY 11801, in Nassau County, New York.

Dated: Bay Shore, New York
February 15, 2012

Yours, etc.

By: Nicole P. Ferrinella, Esq.
Frankel, Lambert, Weiss,
Weisman & Gordon, LLP
20 West Main Street
Bay Shore, New York 11706
(631) 969-3100
Our File No.: 01-029975-F00

SECTION 12
BLOCK 199
LOT 19 & 20

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

LaSalle Bank National Association, as Trustee for Certificateholders
of Bear Stearns Asset Backed Securities I LLC, Asset Backed-
Certificates, Series 2005-AQ2,

Plaintiff,

against

Arish Dalal, Argent Mortgage Company, LLC and "JOHN DOE
#1" through "JOHN DOE #16", the last ten names being fictitious
and unknown in the plaintiff, the person or parties intended being
the persons or parties, if any, having or claiming an interest in or
lien upon the Mortgage premises described in the Complaint,
Defendants.

NOTICE OF PENDENCY
OF ACTION

Index No.: 09--001588

Filed: 1-24-09

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in this Court upon a Complaint of the above named Plaintiff against the above named Defendants for the foreclosure of a Mortgage, dated July 11, 2005, executed by Arish Dalal, as mortgagor, to Argent Mortgage Company, LLC, as mortgagee, to secure the sum of \$350,200.00, and recorded in the Office of the Clerk of the County of Nassau on August 10, 2005 at Liber 29214, Page 197. The note and mortgage were assigned to Mortgage Electronic Registration Systems, Inc. By an assignment dated July 14, 2005, recorded January 8, 2008, filed in Liber 32636 at page 338. Thereafter, the note and mortgage were assigned to LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset Backed-Certificates, Series 2005-AQ2 by an assignment which is in the process of being recorded.

NOTICE IS FURTHER GIVEN, that the mortgaged premises affected by said foreclosure action, at the time of the commencement of said action and at the time of the filing of this notice, was situated at 75 Thorburn Avenue, Hicksville, NY 11801, County of Nassau, State of New York at Section 12, Block 199, Lot 19 & 20.

The Clerk of the County of Nassau is directed to index this notice in the names of all of the above defendants. The premises known as 75 Thorburn Avenue, Hicksville, NY 11801, in Nassau County, New York.

Dated: Bay Shore, New York

January 28, 2009

Yours, etc.,

ESCHER, FRENKEL WEISMAN & GORDON, LLP

By: Todd Falasco
20 West Main Street
Bay Shore, New York 11706
(631) 969-3100
Our File No.: 29975

SECTION 12
BLOCK 199
LOT 19 & 20

75 Thorman Ave

NOTE: (1) THIS DOCUMENT IS A FORM AND DOES NOT CONSTITUTE A CONTRACT. ANY CONTRACT MUST BE SEPARATELY NEGOTIATED BY THE PARTIES. (2) THIS DOCUMENT IS A FORM AND DOES NOT CONSTITUTE A CONTRACT. ANY CONTRACT MUST BE SEPARATELY NEGOTIATED BY THE PARTIES. (3) THIS DOCUMENT IS A FORM AND DOES NOT CONSTITUTE A CONTRACT. ANY CONTRACT MUST BE SEPARATELY NEGOTIATED BY THE PARTIES.

Indenture, made the 08th day of July, 2006

Between:

PETER STERRER, ADAM STERRER and CHRISTINE BELL, residing at 75 Thorman Avenue, Hicksville, NY

party of the first part, and

ARUSH DALAL, residing at 81-53 259th Street, Flushing Meadows, New York

party of the second part,

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

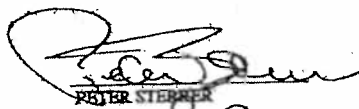
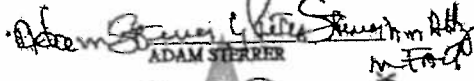

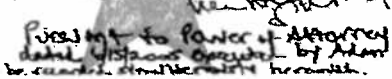
All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being

SEE DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Being and intended to be the same premises as conveyed to the Grantors herein by Deed dated 08/20/2004 and recorded 08/20/2004 in Liber H1832 Page 628 said premises being commonly known as 75 Thorman Avenue, Hicksville, NY

Together with all right, title and interest, if any, of the party of the first part in and to any interests and roads abutting the above described premises to the party of the first part, 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 hereby 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 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:


PETER STERRER

ADAM STERRER

CHRISTINE BELL

ARUSH DALAL
Witness to Power of Attorney
dated 08/20/2004 by Adam Sterrer

DB

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

January 3, 2017

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

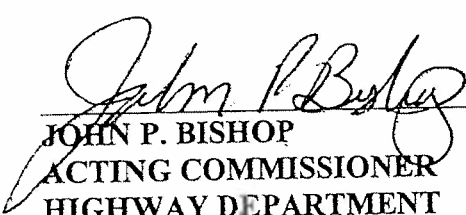
FROM: JOHN P. BISHOP, ACTING COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 75 THORMAN AVENUE, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,390.03.

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


JOHN P. BISHOP
ACTING COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

COMMUNITY OFFICE
TOWN OF OYSTER BAY

2017 JAN - 6 P 1:45

CLEAN-UP 75 THORMAN AVENUE, HICKSVILLE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (12-199-19) 75 THORMAN AVE HICKSVILLE 11801

Date Dec 21, 2016

Work Order # 33111

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
KEVIN FREIBERG	General Maintenance	01:30	\$34.67	00:00	0	\$52.01
GARY LEWIS, II	General Maintenance	01:30	\$33.41	00:00	0	\$50.11
JOSEPH SANTANGELO	General Maintenance	01:30	\$42.41	00:00	0	\$63.61
JOSEPH PISZCZATOWSKI	General Maintenance	01:30	\$49.52	00:00	0	\$74.28
VINCENT PADAVANO	General Maintenance	01:30	\$48.12	00:00	0	\$72.18
ROBERT SANZOVERINO	General Maintenance	01:30	\$25.56	00:00	0	\$38.34
Total Labor						\$350.53

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
BH009	BACK HOE 2001 KOMAT 140-2 YW (BH1)	\$168.00	01:30	\$252.00
TD648	PICK-UP TRUCK 2009 FORD F-250 YW (T-010 / 010)	\$79.00	01:30	\$118.50
TD655	PICK-UP TRUCK 2009 FORD F-250 YW (16 / 016)	\$79.00	01:30	\$118.50
TD699	TRUCK DUMP 2011 INTER 7300 YW (T-101)- 6 Wheeler	\$131.00	01:30	\$196.50
TD726	TRUCK DUMP 2014 INTER 7300 YELLO (T-171)- 6 Wheeler	\$131.00	01:30	\$196.50
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:30	\$157.50
Total Equipment				\$1039.50

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$1390.03

Description of Work:

CLEAN UP 75 THORMAN AVENUE HV TO DOUG

Signature:

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Dec 22, 2016

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development by the emergency powers granted to the Deputy Commissioner of the Department of Planning and Development, authorized the Highway Department to boardup the premises located at 294 Old Country Road, Hicksville, New York 11801, also known as Section 11, Block 324, Lots 130 and 131 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 9, 2017, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on September 15, 2016, in the amount of \$158.73, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 9, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$158.73 may be assessed by the Legislature of the County of Nassau against the parcel known as 294 Old Country Road, Hicksville, New York 11801, also known as Section 11, Block 324, Lots 130 and 131 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 Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

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

7/14
Reviewed By
Office of Town Attorney
Dove

15

302

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 26, 2017

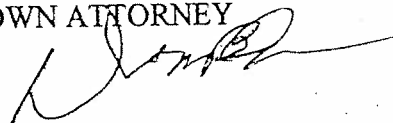
SUBJECT: Property Cleanup Assessment
294 Old Country Road, Hicksville, New York 11801
Section 11, Block 324, Lots 130 and 131

By the emergency powers granted to the Deputy Commissioner of the Department of Planning and Development, the Highway Department was directed to boardup the premises located at 294 Old Country Road, Hicksville, New York 11801, also known as Section 11, Block 324, Lots 130 and 131 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated September 20, 2016, advised that the property was secured by a crew from the Highway Department on September 15, 2016. The cost incurred by the Town of Oyster Bay was \$158.73.

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



Donna B. Swanson
Deputy Town Attorney

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



2016-5725
Need Ltr

DEPARTMENT OF PLANNING AND DEVELOPMENT

TOWN HALL WEST, 74 AUDREY AVENUE, OYSTER BAY, NY 11771
TEL. 516-624-6200 FAX 516-624-6240



OFFICE OF THE COMMISSIONER



COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

DIANA S. AQUAR
ASSIST. TO THE COMMISSIONER

DANGEROUS BUILDING

PREMISES: 294 Old Country Road
Hicksville, NY 11801
Section 11, Block 324, Lot 130

NOTICE

Pursuant to the New York State Building Code, and Section 96.20 of the Code of the Town of Oyster Bay, this PREMISES IS ORDERED SECURED. The Town of Oyster Bay shall board up all access into the premises. No entry into the premises will be permitted without the express permission of the Commissioner of the Department of Planning and Development.

These premises are deemed unsafe because of the following conditions:

- ☒ DANGEROUS CONDITION
- ☒ UNLAWFUL STRUCTURE/CONSTRUCTION; NO BUILDING PERMITS
- ☒ VIOLATIONS OF NYS UNIFORM FIRE SAFETY CODE
- ☒ PREMISES WITHOUT CERTIFICATE OF OCCUPANCY
- ☒ PREMISES WITHOUT A PUBLIC ASSEMBLY LICENSE

By Order of Town of Oyster Bay
Department of Planning & Development

Deputy
Commissioner

Dated: September 15, 2016

THIS NOTICE MAY NOT BE REMOVED WITHOUT APPROVAL OF THE COMMISSIONER.
REMOVAL SHALL BE DEEMED A VIOLATION OF SECTION 96-18 OF THE TOWN CODE.



TOWN OF OYSTER BAY

Daniel Kornfeld

From: Michael Esposito
Sent: Thursday, September 15, 2016 9:58 AM
To: Ken Bishop
Cc: Douglas Robalino
Subject: 294 west old country road hicksville 11-324-130-131

Gentlemen

Please schedule an emergency board up of the subject premises today September 15th 2016. A call from the Hicksville Fire Dept. prompted an inspection which revealed illegal housing. An inspector will meet Jeff there at 12:00 noon.

Thanks Michael

Daniel Kornfeld

From: Michael Esposito
Sent: Thursday, September 15, 2016 10:16 AM
To: Ken Bishop
Cc: Douglas Robalino
Subject: 294 west old country rd. hicksville

Gentlemen

Deputy Commissioner Zike as requested that the electric be disconnected at the subject property today.

Thanks Michael



THIS INDENTURE, made the 15th day of SEPTEMBER, 2010 ✓

BETWEEN

BERSHTEIN & SINGH, LLC, a New York limited liability company,
having a mailing address at 100 West Nicholas Street, Hicksville, NY 11801

party of the first part, and

294 OLD COUNTRY RD, LLC, a New York limited liability company
having a mailing address 294 Old Country Road, Hicksville, NY 11801

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, her 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 Hicksville, in the Town of Oyster Bay, County of Nassau and State of New York

SEE SCHEDULE "A" ATTACHED

TAX MAP ID: Section: 11 Block: 324 Lots: 130 and 131 ✓

PREMISES ALSO KNOWN as 294 OLD COUNTRY ROAD, HICKSVILLE, NY

BEING AND INTENDED TO BE the same premises conveyed to the party of the first part herein by Deed dated 08/21/2002 recorded 09/03/2002 in Liber 11522 at pages 265 in the Office of the Clerk, County of Nassau, NY and Deed dated 11/15/2004 and recorded 11/01/2005 in Liber 12032, at page 15, and Correction Deed dated 05/16/2007, recorded 06/19/2007 in Liber 12278 at page 857, in the Office of the Clerk, County of Nassau, NY.

TOGETHER with all right, title and interest of the parties 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 parties of the second part, their heirs or successors and assigns of the parties of the second part forever.

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

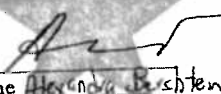
AND the parties of the first part, in compliance with Section 13 of the Lien Law, covenants that the parties of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied for the purpose of paying the cost of the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

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

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

IN PRESENCE OF

BERSHTEIN & SINGH, LLC

By: 
Print Name Alexander Bershten
Title: member

085

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

September 20, 2016

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

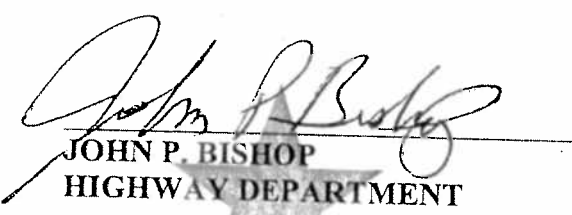
FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 294 OLD COUNTRY ROAD, HICKSVILLE
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 \$158.73.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

TO: TOWN ATTORNEY'S OFFICE
TOWN OF OYSTER BAY

1 2016 SEP 30 A 11:31

BOARD-UP 294 OLD COUNTRY ROAD, HICKSVILLE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (11-324-130) 294 OLD COUNTRY RD HICKSVILLE 11801

Date Sep 15, 2016

Work Order # 30745

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
RUBEN FOURNIER	General Maintenance	01:00	\$35.70	00:00	0	\$35.70
JEFFREY VAN NOSTRAND	General Maintenance	01:00	\$44.03	00:00	0	\$44.03
Total Labor						\$79.73

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
Total Materials			

Grand Total \$158.73

Description of Work:

BOARD UP 294 WEST OLD COUNTRY ROAD HV TO DOUG

Signature: 

Name: Douglas Robellino

Title: Storeyard Supervisor

Date: Sep 19, 2016

WHEREAS, Leo Cerruti, on behalf of New York AutoFest, 35 Capitol Heights Road, Oyster Bay, New York 11771, by letter dated March 21, 2017, has requested the use of Audrey Avenue from the Gazebo to the Train Station, Oyster Bay, New York, and the use of ten (10) complete barricades, for its New York AutoFest Car Show, to be held on July 9, 2017, with said traffic barricades to be delivered on July 8, 2017 and picked up on July 10, 2017, with a rain date of July 23, 2017;

WHEREAS, John P. Bishop, Acting Commissioner of the Highway Department, by memorandum dated May 4, 2017, has 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 use of Audrey Avenue from the Gazebo to the Train Station, Oyster Bay, New York, and the use of ten (10) complete barricades to New York AutoFest for its New York AutoFest Car Show, to be held on July 9, 2017; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Highway Department is hereby authorized to provide the use of Audrey Avenue from the Gazebo to the Train Station, Oyster Bay, New York, on July 9, 2017, from 7:00 a.m. to 7:00 p.m., and ten (10) complete barricades, said equipment to be delivered as abovementioned, to New York AutoFest for its car show on July 9, 2017, with a rain date of July 23, 2017, 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;
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$1,000,000 with a general aggregate of \$2,000,000 and naming the Town as an additional insured, in connection with the aforementioned activities; and
4. The said organization shall not impede access to or egress from the residential driveways and garages on Audrey Avenue in Oyster Bay during the aforementioned event.

-#-

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

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

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

Reviewed By
Office of Town Attorney

19

303

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 4, 2017

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, ACTING DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: NY AUTOFEST CAR SHOW, AUDREY AVENUE, OYSTER BAY
JULY 9, 2017 7AM – 7PM

Enclosed please find a copy of the letter from Leo Cerruti, requesting our assistance on behalf of the NY Autofest in conducting a charity car show on July 9, 2017, to benefit Oyster Bay beautification.

The Highway Department has no objection to the NY Autofest closing Audrey Avenue from the gazebo down to the railroad station on Sunday, July 9th 2017, from 7am – 7pm, with a rain date of July 23, 2017.

In addition, the Highway Department can readily supply ten (10) complete barricades, for this event, from July 7th thru July 10th, 2017.

Also enclosed are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this affair.

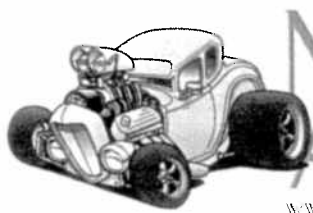
Therefore, Town Board approval is requested.


JOHN P. BISHOP
ACTING DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/taw
Attachments

C: Town Attorney (10) copies
Doug Robalino, General Foreman 002
Steve Kelly, Sign Bureau

Public Safety Division
Richard Lenz, Commissioner of DPW



NEW YORK
AUTOFEST™
WWW.NYAUTOFEST.COM



March 21, 2017

Mr. John Bishop
Town of Oyster Bay Highway Dept.
150 Miller Place
Syosset, NY 11791

re: Audrey Ave. car show

Dear Mr. Bishop:

I would like to request a permit to use Audrey Avenue between the Gazebo and the Oyster Bay railroad station on Sunday July 9, 2017 between the hours of 7am and 7pm with a rain date of July 23 . We would like to hold a charity car show event in conjunction with The Oyster Bay Main Street Association raising funds for the beautification of Oyster Bay.


We would require the use of 10 TOB traffic barricades to help divert traffic. We intend to close Audrey Avenue from the Gazebo to the train station but allow access to any private driveways or garages. See attached map. We will accept delivery of the barricades on July 8 and will have them available for pick up on July 10. Please have someone call me at 516-882-5022 before delivery so that we can meet the trailer and choose a safe place to leave it.

We carry a \$4 million policy which already includes the TOB and Highway Dept. as additional insured with endorsement.

Sincerely Yours,

Leo Cerruti

cc: Oyster Bay Main Street Assoc.



New York AutoFest • 33 Capitol Heights Rd., Oyster Bay, NY, 11771
516-882-5022 • info@nyautofest.com • www.nyautofest.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2017

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 Hagerty Insurance Agency LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED New York Autofest Car Club 35 Capitol Heights Rd. Oyster Bay NY 11771	NAIC # 38970

COVERAGES

CERTIFICATE NUMBER: Cert ID 2249

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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		3602SS391409-4	03/26/2017	03/26/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (ea occurrence) \$ 2,000,000 MED EXP (Adv one person) \$ 100,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMB OF AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$

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

Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the car show to be held on Audrey Avenue, Oyster Bay, NY 11771 on July 9, 2017 with a rain date of July 23, 2017.

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay Highway Dept 150 Miller Place Syosset NY 11791	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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
Dept. of Public Works/Highway Dept.
150 Miller Place

Syosset, NY 11791

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or
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.

Paul J. ...
Office of ...
...

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY
OR SUBDIVISION OR POLITICAL SUBDIVISION -
PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>All States or Political Subdivisions-Issuing such permits to the Insured</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II - Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Reviewed By
Office of Town Attorney
[Signature]



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

This Agreement is made this 5 day of April 2017, by New York AutoFest (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Audrey Ave. Oyster Bay extending from both sides of the Gazebo north to the LIRR train station lot

For the event described as Oyster Bay Concours Car Show

The property/equipment is need from (property) July 9, 7am to July 9, 6pm. Barricades July 7 ready for pickup July 10.

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

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

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

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

Name of Organization:


New York AutoFest

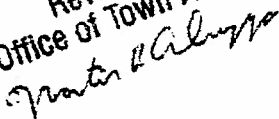
Address of Organization:

35 Capitol Heights Rd
Oyster Bay, NY 11771x

By: 
Authorized Representative

Title: President

Telephone Number: 516-

Reviewed By
Office of Town Attorney


DATE: 4/5/17
TO: HIGHWAY OPERATIONS
SUBJECT: New York Autofest Car Show

PLEASE DELIVER TO: DATE OF EVENT: 7/9/17

Audrey Avenue
Oyster Bay

SNOW FENCE:

BARRICADES: 10

CONTACT: Leo Ceruti
516-882-5022

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 7/7/17

PICKUP ON: 7/10/17

SWEEPING BEFORE AFFAIR IS NEEDED: YES NO

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

JPB/taw


JOHN P. BISHOP, ACTING COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 005
Peter Brown, Regional Foreman 014
Jeff VanNostrand
Public Safety Division

WHEREAS, Al Staab, Vice President of the Italian American Citizens Club of Oyster Bay, 48 Summit Street, Oyster Bay, New York 11771, by letter dated January 19, 2017, 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 Midnight Sunday, July 2, 2017 to Monday, July 10, 2017", the use of orange plastic snow fencing plus posts, complete barricades, traffic cones, 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 5, 2017 through July 9, 2017; and

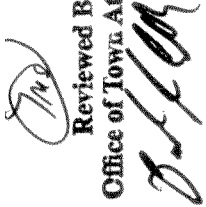
WHEREAS, John P. Bishop, Acting Commissioner of the Highway Department, by memorandum dated May 4, 2017, has advised that he has no objection to the closing of Municipal Parking Field O-6 in Oyster Bay, and to providing the installation of twelve (12) metal signs, white with red lettering stating "No Parking After Midnight Sunday, July 2, 2017 through Monday, July 10, 2017 at 12:00 Midnight", the use of fifteen hundred (1,500) feet of orange plastic snow fencing plus sixty-five (65) posts, one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails from July 3, 2017 to July 10, 2017 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 5, 2017 through July 9, 2017; and

WHEREAS, this 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, Acting Commissioner of the 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 Midnight Sunday, July 2, 2017 through Monday, July 10, 2017 at 12:00 Midnight", the use of fifteen hundred (1,500) feet of orange plastic snow fencing plus sixty-five (65) posts, one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails, from July 3, 2017 to July 10, 2017 and the restrictions of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", Section 3, are waived from July 5, 2017 through July 9, 2017 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

Reviewed By
Office of Town Attorney


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 Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

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

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TOWN OF OYSTER BAY

Inter-Departmental Memo

May 4, 2017

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, ACTING DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

THROUGH: RICHARD W. LENZ, P.E. COMMISSIONER OF PUBLIC WORKS/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 5TH – JULY 9TH, 2017

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 3rd through Monday, July 10th, 2017.


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 3rd thru July 10th, 2017. 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 midnight Sunday, July 2nd, through Monday, July 10th, 2017 at 12:00 midnight". 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 5th through July 9th, 2017.

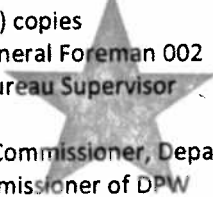
Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this affair. Therefore, Town Board approval is requested.

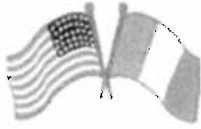
RICHARD W. LENZ, P.E. COMMISSIONER
PUBLIC WORKS/HIGHWAY DEPARTMENT


JOHN P. BISHOP
ACTING DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

RWL/JPB/taw
Attachments

C: Town Attorney (10) 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





Italian American Citizens Club

of Oyster Bay, Inc.

48 Summit St.

January 19, 2017

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 5th, 2017 through Sunday, July 9th, 2017**. However, just like last few years, we would need to shut down the area from Monday morning July, 3rd – Monday morning July, 10th, 2017. We will be responsible for the Town of Oyster Bay property and equipment from Monday July 3, 2017– Monday July 10, 2017.

We would also need from the Town of Oyster Bay; portable lights, show-mobile, barriers, picnic tables, and Sanitation truck and trash receptacles.

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

Sincerely,

Al Staab
Feast Committee

516: [REDACTED]



ITALI-3

OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2017

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, Suite 125 Lake Success, NY 11042 AWC Value Solutions LLC	516-466-5007	CONTACT NAME AWC Value Solutions LLC PHONE (A/C, No, Ext): 516-466-6007 FAX (A/C, No): 516-829-5857 E-MAIL ADDRESS:
INSURED Italian American Citizens Club of Oyster Bay, Inc. 48 Summit St. Oyster Bay, NY 11771		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER EVENT <input type="checkbox"/> LOC OTHER:	X	EV14114	07/02/2017	07/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/CP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				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 space is required)

SUBJECT TO POLICY TERMS AND CONDITIONS: RE: SCROCCOS Feast 7/02/17-7/13/17
The Town of Oyster Bay is additional insured under General Liability with respect to the use of parking fields 0-6 and various equipment.

CERTIFICATE HOLDER

CANCELLATION

The Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Reviewed By
Office of Town Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION-PERMITS OR AUTHORIZATIONS PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: The 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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. 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.

2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- 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
[Signature]

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

This Agreement is made this 19th day of January 2017, 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 5th, 2017 through Sunday, July 9th, 2017**. However, just like last few years, we would need to shut down the area from Monday morning July 3rd, through Monday morning July 10th 2017.

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 Staab*
Authorized Representative

Title: Feast Committee Member
Telephone Number: 516- [REDACTED]

Reviewed By
Office of Town Attorney

[Signature]

DATE: 3/23/17

TO: HIGHWAY OPERATIONS

SUBJECT: Italian American Club of Oyster Bay St. Rocco Feast

PLEASE DELIVER TO:

Parking Field O-6
Firemans Field

CONTACT: Al Staab
516-250-7817

DATE OF EVENT: 7/5/17—7/9/17

SNOW FENCE:

BARRICADES: 100

CONES: 25

SHORT PAILS: 50

PORTABLE LIGHTS:

GENERATOR:

PACKER:

MISC ITEMS: 12 metal signs

DELIVER ON: 7/3/17

PICKUP ON: 7/10/17

SWEEPING BEFORE AFFAIR IS NEEDED:

YES NO

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

JPB/taw

CC: Doug Robalino, General Foreman 002
Peter Brown, Regional Foreman 009
Peter Brown, Area Foreman 013
Jeff VanNostrand
Public Safety Division


**JOHN P. BISHOP ACTING COMMISSIONER
HIGHWAY DEPARTMENT**

Rich Porcelli, DPW Admin
John Guarino, SORT Supervisor

Meeting of June 6, 2017

Resolution No. 305-2017

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated May 18, 2017, requested Town Board authorization to employ a performer to provide entertainment for GAP Program participants at a total cost of \$300.00, as follows:

Timothy Aldridge
38 Constable Lane
Levittown, New York 11756
Performance Date: Tuesday, July 25, 2017
Location: Syosset-Woodbury Community Park
Fee: \$300.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Community and Youth Services is hereby authorized to employ the aforementioned performer, on the date and location and for the fee as abovementioned, at a total cost of \$300.00, for the purposes of providing entertainment to GAP Program participants; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment for same, with the funds for said payment to be drawn from Account CYS A 7020 47660 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

305

6

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

May 18, 2017

TO: Memorandum Docket

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

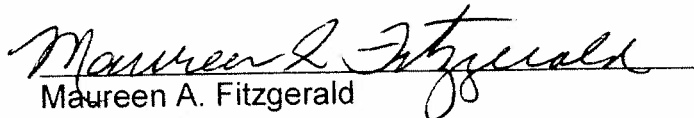
SUBJECT: Services for GAP

The Department of Community & Youth Services requests Town Board authorization to employ the services of the performer listed below for the date and location noted. They will be providing entertainment for GAP Program participants.

Timothy Aldridge
38 Constable Lane, Levittown, NY 11756
Performance Date: Tuesday, July 25, 2017
Performance Location: Syosset-Woodbury Community Park
Performance Fee: \$300.00

The total cost of these services is \$300.00. Funds are available in Account CYS A 7020 47660 000 0000, *Special Events*. In accordance with Guideline 5, Section b, of the Town Procurement Policy, these services 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 an agreement as negotiated and attached and further authorize the Supervisor and/or his designee to execute said agreement.


Maureen A. Fitzgerald
Commissioner

MAF:jd
Attachment
cc: Town Attorney (+10 copies)



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 Timothy Aldridge, located at 38 Constable Lane, Levittown, New York 11756 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Timothy Aldridge
Date: July 25, 2017
Location: Syosset-Woodbury Community Park
Amount: \$300.00

In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of Three hundred 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.

TIMOTHY ALDRIDGE

→ _____
CONTRACTOR

→ DATE: _____, 2017

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2017

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated May 18, 2017, has advised that the following individuals have offered donations to the Town of Oyster Bay's Animal Shelter:

Diane and Frank Muratori - total donation of \$50.00

Mark and Saralee Petersen in memory of Barbara Glickman - total donation of \$50.00

WHEREAS, Commissioner Bergin, by said memorandum, recommended that the Town accept said donations,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the abovementioned donations to the Town's Animal Shelter, and that the funds be deposited in account No. DER A 3510 41600 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

Reviewed By
Office of Town Attorney

32

TOWN OF OYSTER BAY
Inter-Departmental Memo

306

May 18, 2017

TO: The Memorandum Docket

FROM: Neil O. Bergin, Commissioner of Environmental Resources

SUBJECT: ACCEPTANCE OF GIFTS TO THE ANIMAL SHELTER:
Donations to the Animal Shelter

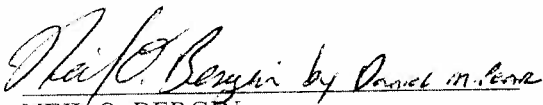
The Department of Environmental Resources requests the Town Board approval to accept the following donations presented to the Animal Shelter:

\$50.00 donated by Diane Muratori and Frank P. Muratori


\$50.00 donated by Mark Petersen and Saralee Petersen in memory of Barbara Glickman

These gifts would benefit the Town by adding to the funds needed to purchase equipment and supplies for the shelter.

We respectfully request that the Town approve these donations, and that they be deposited in account DER A 3510 41600 000 0000.


NEIL O. BERGIN
Commissioner of Environmental Resources

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



Diane Muratori 08/12
Frank P. Muratori
212 Martin Drive
Syosset, NY 11791-5406

1-2/210
EZShield™ Check
Fraud Protection

277

Date March 6, 2017

Pay to the Order of Town of Oyster Bay Animal Shelter \$ 50.00

FIFTY

DOLLARS



Security Features
Include
Details on Back

JPMORGAN CHASE BANK, NA
NY 11791



THE HUMANE SOCIETY
OF THE UNITED STATES

Memo

Frank Muratori

MP

Help prevent pet overpopulation—spay or neuter your pets!

MARK PETERSEN
SARALEE PETERSEN
5299 SPRING RIDGE DRIVE EAST
MACUNGIE, PA 18062

60-213/313

2911

DATE

4/28/17

PAY TO THE ORDER OF

Town of Oyster Bay Animal Shelter \$ 50.00

Jeffrey R. 40/100

DOLLARS



Security Features
Include
Details on Back



Lafayette Ambassador Bank
LISTENING IS JUST THE BEGINNING.®

In Memory of Mel & Parkara
MEMO Click man

Saralee Petersen



RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall, Audrey Avenue, Oyster Bay, New York on, the 20th day of June, 2017, at 7:00 o'clock, p.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of BEECHWOOD CBW LLC, fee owner, for modification of existing Declaration of Covenants and Restrictions for premises located at the southwest corner of Old Country Road and Round Swamp Road, Plainview, Town of Oyster Bay, County of Nassau, State of New York and described as Section 47, Block E, Lots 752A and 752B, on the Land and Tax Map of Nassau County ; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in newspapers of general circulation within the Town of Oyster Bay.

-#-

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

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

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

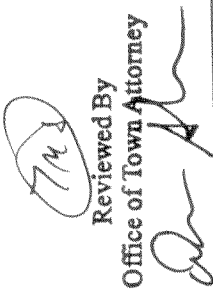
Reviewed By
Office of Town Attorney

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, June 20, 2017, at 7:00 p.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from BEECHWOOD CBW LLC, fee owner, for modification of existing Declaration of Covenants and Restrictions for premises located at the southwest corner of Old Country Road and Round Swamp Road. Plainview, Town of Oyster Bay, County of Nassau, State of New York and described as Section 47, Block E, Lots 752A and 752B, on the Land and Tax Map of Nassau County. The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: June 6, 2017, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

Handwritten signature and initials, including a circled '74' and a signature that appears to be 'J. Altadonna, Jr.'.

39

Town of Oyster Bay
Inter-Departmental Memo

308

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : May 30, 2017

SUBJECT: Plainview Properties, SPE, LLC (Country Pointe at Plainview)
Modification of Restrictive Covenants
Southwest Corner of Round Swamp Road and Old Country Road
Plainview, New York

It is requested that at the June 6, 2017 Town Board meeting the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on June 20, 2017, in connection with the above referenced matter.


JOSEPH NOCELLA
TOWN ATTORNEY



Thomas M. Sabellico
Special Counsel

TMS:st
Enclosure
File LA 2086

S:\Attorney\TMS\LA\PLAINVIEW PROPERTIES MD for Public Hearing.doc



At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on June 6, 2017, at 10:00 o'clock A.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino
Councilman Muscarella
Councilman Macagnone
Councilwoman Alesia
Councilwoman Johnson
Councilman Imbroto
Councilman Hand

ABSENT: No one.

The following resolution was offered by Councilman Muscarella, who moved its adoption, seconded by Councilman Macagnone, to-wit:

REVENUE ANTICIPATION NOTE RESOLUTION DATED JUNE 6, 2017.

A RESOLUTION DELEGATING TO THE SUPERVISOR OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, THE POWER TO AUTHORIZE THE ISSUANCE OF AND TO SELL UP TO \$15,000,000 REVENUE ANTICIPATION NOTES OF SAID TOWN AND RENEWALS THEREOF IN ANTICIPATION OF VARIOUS REVENUE DUE, OR DUE AND PAYABLE, TO SAID TOWN IN THE CURRENT FISCAL YEAR OF SAID TOWN, ENDING DECEMBER 31, 2017.

BE IT RESOLVED, by the Town Board of the Town of Oyster Bay, Nassau, New York, as follows:

Section 1. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell up to \$15,000,000 revenue anticipation notes of the Town of Oyster Bay, Nassau County, New York, and renewals thereof, in anticipation of the receipt of aid from the State of New York, sales tax revenue and mortgage recording tax revenue due, or due and payable, to said Town during the current fiscal year of said Town ending December 31, 2017, is hereby delegated to the Supervisor of the Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner as may be determined by said Supervisor of the Town, pursuant to the provisions of the Local Finance Law.

Section 2. This resolution shall take effect immediately.

Reviewed By
Office of Town Attorney



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

<u>Supervisor Saladino</u>	VOTING	<u>AYE</u>
<u>Councilman Muscarella</u>	VOTING	<u>AYE</u>
<u>Councilman Macagnone</u>	VOTING	<u>ABSTAIN</u>
<u>Councilwoman Alesia</u>	VOTING	<u>AYE</u>
<u>Councilwoman Johnson</u>	VOTING	<u>AYE</u>
<u>Councilman Imbroto</u>	VOTING	<u>AYE</u>
<u>Councilman Hand</u>	VOTING	<u>AYE</u>

The resolution was thereupon declared duly adopted.

* * * *

- CC: Supervisor (2)
- Town Attorney
- Comptroller (2)
- Finance

Meeting of June 6, 2017

7/12
Reviewed By
Office of Town Attorney

WHEREAS, the premises located at 15 Grumman Road West, Bethpage, New York 11714 designated on the Land and Tax Map of Nassau County as Section 46, Block 323, Lot 248 and owned by Steel One, LLC, is located in a Light Industrial ("LI") Zoning District, and according to Chapter 246, Section 5.2 of the Town Code of the Town of Oyster Bay, offices are a permitted as-of-right use in an LI zone; and

WHEREAS, Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP, attorneys for the owner, by letter dated April 6, 2017, have advised the Town that the owner is proposing to construct a 15,409 square foot interior alteration to accommodate office space for the Metropolitan Transit Authority (MTA) Police; and

WHEREAS, Chapter 246, Section 4.1.4 of the Town Code states that Town Board approval is required for governmental use in a building located in the LI Zoning District; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated May 22, 2017, stated that the Department of Planning and Development has reviewed the plans for the proposed construction and has determined that the nine submitted plans prepared by Mark A. Seavage, R.A., Art of Form Architecture, Amityville, New York, as follows, are in conformance with the guidelines of Chapter 246:

SHEET NO.	TITLE	PREPARED BY	LAST REVISED
T-100.00	TITLE SHEET	MARK A. SEARAGE, R.A.	01/26/2017
CA-100.00	CODE ANALYSIS AND EGRESS PLAN	MARK A. SEARAGE, R.A.	01/26/2017
GN-100.00	GENERAL NOTES	MARK A. SEARAGE, R.A.	01/26/2017
GN-200.00	ACCESSIBILITY DETAILS	MARK A. SEARAGE, R.A.	01/26/2017
A-100.00	FLOOR PLAN	MARK A. SEARAGE, R.A.	01/26/2017
A-200.00	REFLECTED CEILING PLAN	MARK A. SEARAGE, R.A.	01/26/2017
A-300.00	ELECTRICAL PLAN	MARK A. SEARAGE, R.A.	01/26/2017
A-800.00	DOOR & WINDOW SCHEDULES	MARK A. SEARAGE, R.A.	01/26/2017
A-801.00	PARTITION SCHEDULE	MARK A. SEARAGE, R.A.	01/26/2017

WHEREAS, Commissioner Maccarone by said memorandum has recommended that the Town Board approve the request of Steel One, LLC, owner, to construct offices existing building on the subject property for use by the MTA Police,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved and the request of Steel One, LLC to construct offices in the existing building located at 15 Grumman Road West, Bethpage, New York 11714, known and designated as Section 46, Block 323, Lot 248 on the Land and Tax Map of Nassau County, for the use by the MTA Police is hereby approved, said construction to be performed pursuant to the plans listed hereinabove.

-#-

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

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

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

310

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Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: MAY 22, 2017


**SUBJECT: REQUEST FOR APPROVAL FOR
A GOVERNMENTAL USE
METROPOLITAN TRANSIT AUTHORITY POLICE
15 GRUMMAN ROAD WEST – BETHPAGE, NEW YORK
SECTION 46, BLOCK 323, LOT 248**

This Department is in receipt of a letter, dated April 6, 2017, from Harold B. Mayer, Jr., from the law firm of Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP, an attorney representing the owner of the above referenced property, in connection with the above referenced matter.

The property owner is proposing to construct a 15,409 square foot interior alteration in an existing building to accommodate office space for the "Metropolitan Transit Authority (MTA) Police." The subject property is located in an "LI" (Light Industrial) Zoning District. According to Chapter 246 (Zoning), Section 5.2 (Schedule of Use Regulations), offices are a permitted as-of-right use; however, pursuant to Chapter 246 (Zoning), Section 4.1.4 (Governmental Uses), the use of this portion of the building by the MTA Police requires Town Board approval since the MTA Police is a governmental use.

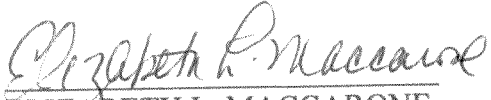
Nine (9) plans prepared by Mark A. Searage, R.A., Art of Form Architecture, Amityville, New York have been submitted for this Department's review. The plans are as follows:

SHEET NO	TITLE	PREPARED BY	LAST REVISED
T-100.00	TITLE SHEET	MARK A. SEARAGE, R.A.	01/26/2017
CA-100.00	CODE ANALYSIS AND EGRESS PLAN	MARK A. SEARAGE, R.A.	01/26/2017
GN-100.00	GENERAL NOTES	MARK A. SEARAGE, R.A.	01/26/2017
GN-200.00	ACCESSIBILITY DETAILS	MARK A. SEARAGE, R.A.	01/26/2017
A-100.00	FLOOR PLAN	MARK A. SEARAGE, R.A.	01/26/2017
A-200.00	REFLECTED CEILING PLAN	MARK A. SEARAGE, R.A.	01/26/2017
A-300.00	ELECTRICAL PLAN	MARK A. SEARAGE, R.A.	01/26/2017
A-800.00	DOOR & WINDOW SCHEDULES	MARK A. SEARAGE, R.A.	01/26/2017
A-801.00	PARTITION SCHEDULE	MARK A. SEARAGE, R.A.	01/26/2017



This Department has reviewed the above plans for the above-captioned property using the standards and requirements of Chapter 246 (Zoning) of the Code of the Town of Oyster Bay. The Department's review finds that the submitted plans are in conformance with the guidelines of Chapter 246.

Therefore, I recommend the Town Board approve the request of the property owner to construct offices in the existing building on the subject property for the use by the MTA Police.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM:tz

Encls.

cc: Legislative Affairs (10 copies w/ attachments)



FORCHELLI, CURTO, DEEGAN, SCHWARTZ, MINEO & TERRANA, LLP
COUNSELORS AT LAW

THE OMNI
333 EARLE OVINGTON BLVD., SUITE 1010
UNIONDALE, NEW YORK 11553
TELEPHONE: (516) 248-1700
FACSIMILE: (516) 248-1729

WEBSITE: WWW.FORCHELLILAW.COM

HAROLD B. MAYER, JR.
OF COUNSEL
DIRECT DIAL: (516) 812-6278
HBMAYER@FORCHELLILAW.COM

April 6, 2017

BY HAND

Timothy Zike, Deputy Commissioner
Department of Planning and Development
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771

Re: **15 Grumman Road W., Bethpage, New York**


Dear Deputy Commissioner Zike:

This office represents Steel One, LLC, owner of the subject premises. A lease has been entered into with the MTA to provide for an MTA police facility at the location.

Attached are application documents as follows:

1. Application to conduct an interior alteration for part of the building to accommodate this use as an MTA police facility.
2. Two sets of plans prepared by Art of Form Architecture dated August 30, 2016, last revised January 26, 2017.
3. NYS Workers' Compensation Certificates of Attestation of Exemption for the electrical and plumbing work to be performed at the premises; and
4. Steel One, LLC check payable to the *Town of Oyster Bay* in the amount of \$50.00 representing the application fee.

This location is ideally situated for the intended purpose. It is in close proximity to the Bethpage LIRR station. This will enable the MTA police to efficiently perform their duties. The presence of these police officers will also enhance the security of the travelers using the LIRR and residents and others in the vicinity.



FORCHELLI, CURTO, DEEGAN, SCHWARTZ, MINEO & TERRANA, LLP

COUNSELORS AT LAW

Page 2

April 6, 2017

The building has already been used by Nassau County for its municipal and law enforcement functions. The location provides ample parking and access to both roadways and the LIRR. The alteration to the use of the building will cause no adverse impacts to the adjacent properties.

As you know, §246-4.1.4.2 provides that governmental uses of federal, state and county governmental agencies are subject to Town Board approval and that "no public hearing shall be required".

We respectfully submit, therefore, that this application be reviewed and forwarded to the Town Board for approval as quickly as practicable.

Thank you for your attention to this matter. Please do not hesitate to contact this office if you should have any questions.

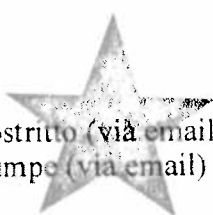
Very truly yours,



HAROLD B. MAYER, JR.

HBM/ka
Enclosures

cc: Glenn Lostritto (via email)
Kevin Lumpe (via email)



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

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

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated May 17, 2017, have advised that Plaintiff Polina Smirnova alleges that she sustained personal injuries including a fractured right ankle necessitating an open reduction and internal fixation as a result of a trip and fall in the parking lot of Alhambra Beach, Massapequa, New York; and

WHEREAS, after extensive settlement negotiations, this case settled on April 28, 2017, prior to jury selection, for \$165,000.00,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, payment of the sum of \$165,000.00 is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to Plaintiff, Polina Smirnova, with regard to Matter No. 2013-4180, 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 Polina Smirnova and Parker Waichman, LLP, as attorneys, in the amount of \$165,000.00; 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 Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney
[Signature]

17

311

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : May 17, 2017

SUBJECT: Settlement of Negligence Claim
Polina Smirnova v. Town of Oyster Bay, *et al.*
Nassau County Index No. 602781/2014
Our Matter No. 2013-4180

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

The above referenced claim arose as a result of an accident that occurred on June 1, 2013. Plaintiff Polina Smirnova was walking in the parking lot of Alhambra Beach, Massapequa, New York when she tripped and fell over cement pillars on blocks dividing the parking lot from the beach area. As a result of the fall, Plaintiff sustained, among other things, a right ankle fracture that required an open reduction and internal fixation.

After extensive settlement negotiations, this case settled on April 28 2017, prior to jury selection, for \$165,000.00. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 602 0000 000. This Office received settlement documents from Plaintiff's counsel on May 11, 2017.

Accordingly, we have attached a resolution authorizing payment of \$165,000.00, together with copies of a Stipulation of Settlement and a General Release executed by the claimant on May 6, 2017.


JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment

cc: Town Attorney (with 10 copies)



GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME BY OR MAY
CONCERN, KNOW THAT Polina Smirnova being over the age of eighteen years,
and residing at 134-20 87th Avenue Apartment 5G, Richmond Hill, NY 11418

as RELEASOR,

in consideration of the sum of ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS
(\$165,000.00),

received from Town of Oyster Bay

as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges

Town of Oyster Bay

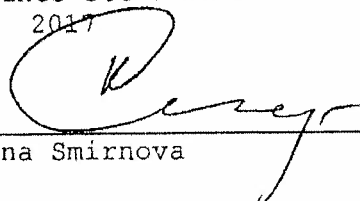
for personal injuries sustained on 06/01/2013, the RELEASEE, the RELEASEE's
heirs, executors, administrators, successors, and assigns from all actions,
causes of actions, suits, debts, dues, sums of money, accounts, reckonings,
bonds, bills, specialties, covenants, contracts, controversies, agreements,
promises, variances, trespasses, damages, judgments, extents, executions,
claims, and demands whatsoever, in law, admiralty or equity, which against
the RELEASEE, the RELEASOR, his 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.

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.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF the RELEASOR has hereunto set RELEASOR'S hand and seal
on the 6th day of May, 2017

IN PRESENCE OF


Polina Smirnova L.S.

STATE OF New York)
COUNTY OF Queens) :ss.

On May 6, 2017 before me personally came Polina
Smirnova 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 he/she
executed the same.

STEPHANE SINGH
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01SI6348814
COMMISSION EXPIRES OCTOBER 03, 2020


NOTARY PUBLIC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
POLINA SMIRNOVA,

Plaintiff,

**HOLD HARMLESS
FOR LIENS**

Index No.: 602781/2014

-against-

COUNTY OF NASSAU, TOWN OF OYSTER BAY
and INCORPORATED VILLAGE OF MASSAPEQUA
PARK,

Defendants.
-----X

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, as follows:

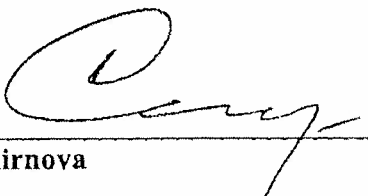
1. Plaintiff(s) will defend, indemnify and hold harmless Town of Oyster Bay, Milber, Makris, Plousadis & Seiden, LLP, and any insuring entity participating in this settlement, against any lien, claim or action arising from the settlement, or asserted against the settlement proceeds;
2. Plaintiff(s) will have the sole responsibility to satisfy any lien or claim asserted against the settlement proceeds or arising from the settlement;
3. Plaintiff(s) makes no claim against any other defendant in this action for vicarious liability for any alleged acts and omissions of Town of Oyster Bay.
4. Plaintiff(s) 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 the final demand letter and the settlement proceeds.
5. Plaintiff(s) will hold harmless and indemnify Town of Oyster Bay and related entities and persons; any insuring entity participating in this settlement, their agents, servants and

employees; Milber, Makris, Plousadis & Seiden, LLP, their agents, servants and employees on any claim or action for contribution, indemnification or subrogation arising out of any act or omission of the defendant(s) herein and related entities and person.

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

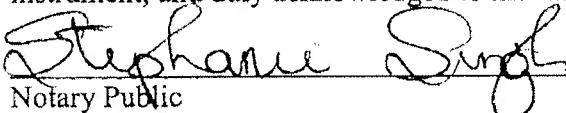
7. Plaintiff(s) and plaintiff's counsel make no claim against any other known or unknown entity or person for vicarious liability for any alleged acts or omissions of the defendant(s) herein and related entities and persons.

Dated: Port Washington, New York
May 2, 2017


Polina Smirnova

STATE OF New York)
COUNTY OF Queens) :ss.

On 06th May, 2017 before me personally came Polina Smirnova 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/she executed the same in his/her capacity.


Notary Public

STEPHANIE SINGH
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01S16348814
COMMISSION EXPIRES OCTOBER 03, 2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
POLINA SMIRNOVA,

Plaintiff,

-against-

COUNTY OF NASSAU, TOWN OF OYSTER BAY and
INCORPORATED VILLAGE OF MASSAPEQUA PARK,

Defendants.
-----X

Index No. 602781/2014

**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 their respective counsel, that the above matter is settled in the total sum of \$165,000;

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: two (2) original duly executed General Releases releasing the Town of Oyster Bay, and also including a provision agreeing to hold the Town harmless and indemnify the Town as to any and all liens, statutory or otherwise; and two (2) original duly executed Stipulation of Discontinuance discontinuing this action with prejudice without costs to either side; and it is

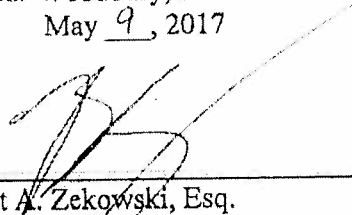
FURTHER STIPULATED AND AGREED TO, that the settlement is subject to the Town's Board approval within 120 days from the date of receipt by Town's counsel of the above-referenced settlement documents. In the event said settlement approval is rejected by the Town

Board, the defendant, 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
May 9, 2017



Brett A. Zekowski, Esq.
PARKER WAICHMAN LLP.
Attorneys for Plaintiff
6 Harbor Park Drive
Port Washington, New York 11050
(516) 466-6500

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

-----X
POLINA SMIRNOVA,

Plaintiff,

**STIPULATION OF
DISCONTINUANCE
WITH PREJUDICE**

-against-

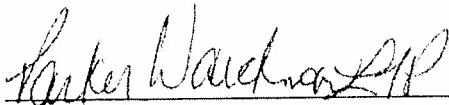
Index No.: 602781/2014

COUNTY OF NASSAU, TOWN OF OYSTER BAY and
INCORPORATED VILLAGE OF MASSAPEQUA PARK,

Defendants.
-----X

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties herein that the above entitled action having been settled be, and the same hereby is discontinued, with prejudice and without costs to any party. A copy of this stipulation shall be deemed an original for all purposes and may be filed with the Clerk of the Court without further notice to any party.

Dated: Port Washington, New York
May 11, 2017



Parker Waichman LLP
Attorneys for Plaintiff
6 Harbor Park Drive
Port Washington, NY 11050
(516) 466-6500

Milber, Makris, Plousadis & Seiden, LLP
Attorneys for Defendant
Town of Oyster Bay
1000 Woodbury Road, Suite 402
Woodbury, NY 11797
(516) 712-4000

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
POLINA SMIRNOVA,

Plaintiff,

**STIPULATION OF
DISCONTINUANCE
WITH PREJUDICE**

-against-

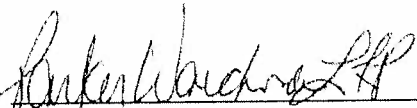
Index No.: 602781/2014

COUNTY OF NASSAU, TOWN OF OYSTER BAY and
INCORPORATED VILLAGE OF MASSAPEQUA PARK,

Defendants.
-----X

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties herein that the above entitled action having been settled be, and the same hereby is discontinued, with prejudice and without costs to any party. A copy of this stipulation shall be deemed an original for all purposes and may be filed with the Clerk of the Court without further notice to any party.

Dated: Port Washington, New York
May 11, 2017



Parker Waichman LLP
Attorneys for Plaintiff
6 Harbor Park Drive
Port Washington, NY 11050
(516) 466-6500

Milber, Makris, Plousadis & Seiden, LLP
Attorneys for Defendant
Town of Oyster Bay
1000 Woodbury Road, Suite 402
Woodbury, NY 11797
(516) 712-4000

WHEREAS, Bracken Margolin Besunder LLP, by Resolution No. 939-2013, adopted on December 17, 2013, was duly appointed as special and appellate counsel to the Town of Oyster Bay, in the litigation entitled: "In the Matter of the Application of the Town of Oyster Bay to acquire title to certain real property located at the Liberty Industrial Finishing Site, 55 Motor Avenue, Farmingdale, New York," (Condemnation I); and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 10, 2017, have advised that legal fees and disbursements have exceeded the previously authorized sum, and it is now necessary to request an additional sum, not to exceed \$51,697.24; and

WHEREAS, Funds are available in Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That Town Board does hereby approve the authorization of an additional sum not to exceed \$51,697.24 for purposes of payment to the law firm of Bracken Margolin Besunder LLP, for legal fees and disbursements as special and appellate counsel, which sum is to be paid at the predetermined rate; and be it further


RESOLVED, That the Comptroller is hereby authorized and directed to pay said Special Counsel for legal fees and disbursements rendered upon the submission of a duly certified claim, after audit by the Comptroller, with the funds to be drawn from Account No. OTA A 1420 44110 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney


21

312

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY


DATE : May 10, 2017

SUBJECT: Special Counsel for Condemnation Matters:
In the Matter of the Application of the Town of Oyster Bay to acquire
title to certain real property located at the Liberty Industrial Finishing Site,
55 Motor Avenue, Farmingdale, New York (Condemnation I)

The Town Board has previously adopted Resolution No. 939-2013, retaining the law firm of Bracken Margolin Besunder LLP, as special and appellate counsel for the Town of Oyster Bay, in connection with the above referenced matter. Said matter requires additional funds to continue to work on the litigation related thereto. Therefore, it is necessary to authorize additional funds, in the amount of \$51,697.24, to cover legal fees and expenses in connection therewith, to be paid from Account No. OTA A 1420 44110 000 0000.

Submitted herewith is the Resolution for the foregoing request.


JOSEPH NOCELLA
TOWN ATTORNEY


Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
File No. GS 4551.4

cc: Town Attorney (w/10 copies)

S:\Attorney\RESOS 2017\MD & RESO\Bracken\Adm\Funds.2.docx



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated June 6, 2016, authorized the Highway Department to clean up the premises located at 119 Boston Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lot 2141 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 9, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 15, 2016, in the amount of \$477.56, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 9, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$477.56 may be assessed by the Legislature of the County of Nassau against the parcel known as 119 Boston Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lot 2141 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

72nd
Certified By
Office of Town Attorney
Donna B. Swanson

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

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

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

22

313

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 9, 2017


SUBJECT: Property Cleanup Assessment
119 Boston Avenue, Massapequa, New York 11758
Section 52, Block 194, Lot 2141

The Department of Planning and Development, by memorandum dated June 6, 2016, directed the Highway Department to clean up the premises located at 119 Boston Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lot 2141 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 23, 2016, advised that the property has been secured by a crew from the Highway Department on June 15, 2016. The cost incurred by the Town of Oyster Bay was \$477.56.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Donna B. Swanson
Deputy Town Attorney

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

2017-5800
Need Ltr

TOWN OF OYSTER BAY

Inter-Departmental Memo June 6, 2016

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
Through: DEPUTY COMMISSIONER
PLANNING AND DEVELOPMENT
Subject: 119 Boston Avenue Massapequa, N Y 11758
SBL: 52-194-2141


Notice of Violation (No.15961) was issued to the owner of the above-referenced premises 05/23/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

DEPUTY COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



TOWN ATTORNEY OFFICE
JAN 17 10:14 AM

JAN 17 10:14 AM

NYS-#1,220-00.

FILE # 577-N-24257

NYS Transfer Tax, Stamp N.Y.R.T. 12 For 2002 - Burial and Sale Deed with Covenants Against Grantor's Act - Individuals or Corporations (Single Sheet)

4
305,000

FILE #

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

THIS INDENTURE, made November 16, 2008
BETWEEN

Stephen Malickuk ✓

residing at 137 Massachusetts Avenue, Massapequa, NY 11756

party of the first part, and

Peter Hurley and
Jane Hurley his wife

residing at 247 N. Maple Street, N. Massapequa, NY 11753

party of the second part,

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

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

SEE SCHEDULE A ANNEXED HERETO

District

BEING AND INTENDED TO BE THE same premises conveyed to the party of the first part herein by deed dated October 27, 2008 and recorded simultaneously herewith.

This transaction is in the ordinary or regular course of business

PREMISES MORE COMMONLY known as 119 Boston Avenue Massapequa, NY 11753

Section
52

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.

Block
194

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.

Lot
2141-0

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

IN PRESENCE OF




Stephen Malickuk

State of New York, County of Nassau) ss:

On November 15, 1988.

Before me, the undersigned, a Notary Public in and for said State, personally appeared

Stephen Malachuk

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

Notary Public

ROBERT FLEISCHMAN
NOTARY PUBLIC, State of New York
No. 015177121
Qualified in Nassau County
Commission Expires March 23, 1992

State of New York, County of) ss:

On

Before me, the undersigned, a Notary Public in and for said State, personally appeared

Notary Public

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State for (District of Columbia, Territory, or Foreign Country) of

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

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

(Insert the City or other political subdivision)

(Insert name of State or Country or other place the acknowledgment was taken)

(Signature and office of individual being acknowledged)

Receipt and Date Dated

Title No. 577-N-14257

COUNTY: Nassau
DISTRICT: 52
SECTION: 194
BLOCK: 2544-4

RECORD AND RETURN BY MAIL TO:

Anthony J. Adam, Esq.
211 Court St.
Farmpdale, NY 11735

FIRST AMERICAN TITLE INSURANCE COMPANY

Title No. 577-N-1057

File No. 49711-1

SCHEDULE A

PROPERTY DESCRIPTION

RECEIVED
THIS CONDITION

All that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Massapequa in the Town of Oyster Bay, County of Nassau and State of New York, known and designated on a certain map entitled, "Queens Land & Title Co., Section D", surveyed in 1907 by Alvin E. Smith, E.E. filed in the Clerk's Office of the County of Nassau, State of New York on the 29th day of January, 1908 as Map Number 41 and by Lot Numbers 2130, 2131, 2132 and part of Lot 2129 in Block 24, and which said lots and part of lot were taken together as one parcel being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Boston Avenue, distant 220.00 feet easterly from the corner formed by the intersection of the easterly side of Central Avenue and the northerly side of Boston Avenue, said place of beginning being also designated as the point of intersection between the northerly side of Boston Avenue and the division line between Lot Numbers 2132 and 2133 on the above mentioned map;

thence thence NORTH 4 degrees 01 minutes east a distance of 100.00 feet;

thence SOUTH 85 degrees 59 minutes east, a distance of 70.00 feet;

thence SOUTH 4 degrees 01 minutes west, a distance of 100.00 feet to the northerly side of Boston Avenue;

thence along the northerly side of Boston Avenue, NORTH 85 degrees 59 minutes west a distance of 70.00 feet to this point or place of BEGINNING.

Our policies of title insurance include such buildings and improvements thereon which are not real property, unless specifically excepted therein. Now is the time to determine what improvements are on the property and determine which you desire to be insured. If there are improvements on the property, please request such insurance. In some cases, our rate schedulers will add additional charges for such insurance.

FOR CONTINGENCE ONLY

TOGETHER with all the right, title and interest of, in and to any land lying in the premises, and located in the above described premises.

Issued by

First American Title Insurance Company

1105 Old Country Road, Suite 409

Westbury, NY 11590

Telephone: (516) 338-1455 Fax: (516) 338-1751

Title Report

Town of Oyster Bay
Inter- Departmental Memo

June 23, 2016

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

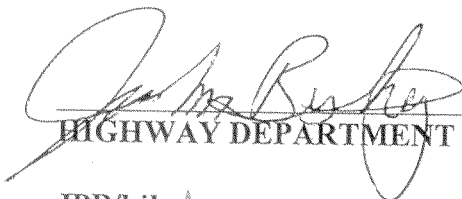
FROM: HIGHWAY DEPARTMENT

SUBJECT: 119 BOSTON AVENUE, MASSAPEQUA
CLEAN-UP

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

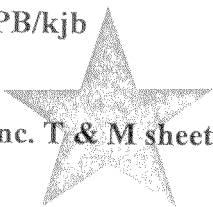
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$477.56.

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


HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



TOWN ATTORNEY OFFICE
60 MAIN STREET
OYSTER BAY, NY 11771

2017 JAN 17 AM 10:14

CLEAN-UP 119 BOSTON AVENUE, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-194-2141) 119 BOSTON AVE MASSAPEQUA 11758

Date Jun 15, 2016

Work Order # 27720

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
STEVE DIAKOIANNIS	General Maintenance	01:00	\$38.98	00:00	0	\$38.98
ANDREW HOUGHTON	General Maintenance	01:00	\$28.21	00:00	0	\$28.21
DANIEL LAMBERT	General Maintenance	01:00	\$42.27	00:00	0	\$42.27
JOSE NUNEZ	General Maintenance	01:00	\$38.98	00:00	0	\$38.98
DERRICK SCOTT	General Maintenance	01:00	\$40.12	00:00	0	\$40.12
Total Labor						\$188.56

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD647	PICK-UP TRUCK 2009 FORD F-250 YW (T-019 / 020)	\$79.00	01:00	\$79.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	01:00	\$105.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:00	\$105.00
Total Equipment				\$289.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$477.56

Description of Work:

CLEAN UP 119 BOSTON AVENUE MS TO DOUG

Signature: _____

Name: Giacomo Grandine

Title: Highway Construction Supervisor

Date: Jun 22, 2016

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum August 10, 2016, authorized the Highway Department to clean up the premises located at 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 9, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 22, 2016, in the amount of \$841.24, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 9, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$841.24 may be assessed by the Legislature of the County of Nassau against the parcel known as 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 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 Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

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

Reviewed By
Office of Town Attorney
Donna B. Swanson

23

314

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 9, 2017

SUBJECT: Property Cleanup Assessment
2 Robin Court, Farmingdale, New York 11735
Section 48, Block 553, Lot 4

The Department of Planning and Development, by memorandum dated August 10, 2016, directed the Highway Department to clean up the premises located at 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated September 1, 2016, advised that the property has been secured by a crew from the Highway Department on August 22, 2016. The cost incurred by the Town of Oyster Bay was \$841.24.

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



Donna B. Swanson
Deputy Town Attorney

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

S:\DBS\Cleanups MD & Reso\MD 2 Robin Court 5.9.17.doc

2017-5867
Wend Jtr

TOWN OF OYSTER BAY

Inter-Departmental Memo
August 10, 2016

To: JOHN P. BISHOP, HIGHWAY DEPARTMENT

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through: DEPUTY COMMISSIONER
PLANNING AND DEVELOPMENT

Subject: 2 Robin Court Farmingdale, NY 11735
SBL: 48-553-4

Notice of Violation (No.16213) was issued to the owner of the above-referenced premises 07/20/2016 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 cut the grass, trim the bushes, and remove the litter and debris. Please reboard the window and basement door.

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

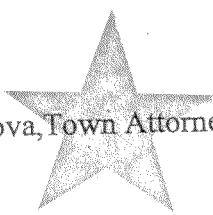
DEPUTY COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



SBAP 18/73N

THIS INSTRUMENT, made the 9th day of October, nineteen hundred and ninety-eight

BETWEEN JAMES P. MILLI, RESIDING AT 2 ROBIN COURT, FARMINGDALE, NEW YORK,
INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE OF JOHN P. MILLI, DECEASED, JOHN J. MILLI,
RESIDING AT 12 BULLIVANT AVE. PERI WASHINGTON, NEW YORK, ELIZABETH KREST, RESIDING
AT 25 LEACH STREET, STOUGHTON, MASS., AND JANET HASKA, RESIDING AT 212 PALM AIRE
DRIVE, FRIENDSWOOD, TEXAS, ALL AS DISTRIBUTORS UNDER THE LAST WILL AND TESTAMENT OF
JOHN P. MILLI, DECEASED, SAID WILL HAVING BEEN PROBATED IN THE NASSAU COUNTY
SURROGATE'S COURT, FILE NO. 283708.

as executor of

John P. MILLI

Farmingdale

the last will and testament of

late of

deceased,

party of the first part, and James P. MILLI, residing at 2 Robin Court,
Farmingdale, New York,

party of the second part,

WITNESSETH, that the party of the first part, by virtue of the power and authority given in and by said last
will and testament, and in consideration of ONE HUNDRED THIRTEEN THOUSAND TWO HUNDRED
FIFTY AND 00/100 (\$113,250.00)

dollars,

lawful money of the United States,

paid by the party of the

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being known near Farmingdale, Town of Oyster Bay, County of Nassau
and State of New York, known and designated as Lot No. 4 in Block No.
553 on a certain map entitled, "Map of Fortesque at Farmingdale, Section
No. 1, situated near Farmingdale, Nassau County, New York, surveyed
March 1954, by Baldwin Cornelius Co., civil engineers and surveyors,
Freeport, N.Y." and filed in the Nassau County Clerk's Office on June
29, 1954, as Map No. 6180, being more particularly bounded and described
as follows:

BEGINNING at a point on the easterly side of Robin Court distant 48.00
feet southeasterly from the extreme southeasterly end of an arc of a
curve which connects the easterly side of Robin Lane with the easterly
side of Robin Court;

RUNNING THENCE north 66 degrees 31 minutes east, 131.81 feet;

THENCE south 13 degrees 20 minutes east, 15.38 feet to a point;

THENCE south 6 degrees 11 minutes 20 seconds west, 135.50 feet;

THENCE north 63 degrees 37 minutes west, 123.80 feet to the easterly
side of Robin Court;

THENCE northerly along a curve which bears to the left having a radius
of 50 feet and a length of 43.51 feet to the point or place of
BEGINNING.

Said premise are more commonly known as 2 Robin Court, S. Farmingdale,
New York.

Premises herein described are and intended to be the same as those
described in deed recorded in Liber 5816 Page 540.

EC. 48
LK. 551
DT 4

Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Deed Number (RETT):
RERE 008295

Type of Instrument: Deed

Control No: 199810232069

JAMES
MILLI

F

JAMES
MILLI

F

Recorded: 10/23/1998
At: 3:14:37 PM
In Liber: 10976
Of: Deed Book
From Page: 0740
Through Page: 0743

Refers to Liber: 00000
Of:
Page: 0000

Location: Oyster Bay (2824) Section: 00000048 Block: 00553-00 Lot: 00004 Unit:

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$ 113,250.00

Received The Following Fees For Above Instrument

		Exempt			Exempt
Recording \$	27.00	NO	Equal/Cty \$	5.00	NO
GAINS			State Fee \$	4.75	NO
St.Fee/Cty \$.25	NO	Trans Tax \$	454.00	NO
Surchg/Cty \$	3.00	NO	Surchg/NYS \$	22.00	NO

Fees
Paid: \$ 516.00

Deed Number (RETT): RERE 008295

THIS PAGE IS A PART OF THE INSTRUMENT

GJS001

Karen V. Murphy
County Clerk, Nassau County



199810232069



DBS

J. Bishop

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

September 1, 2016

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

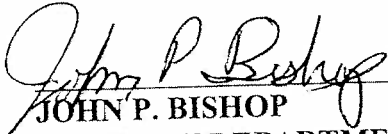
FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 2 ROBIN COURT, FARMINGDALE
CLEAN-UP

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

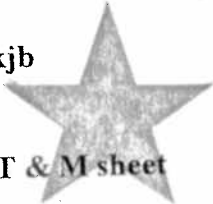
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$841.24.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT

2017 MAR -2 A 10:43

CLEAN-UP 2 ROBIN COURT, FARMINGDALE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (48-553-4) 2 ROBIN CT FARMINGDALE 11735

Date Aug 22, 2016

Work Order # 29864

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
STEVE DIAKOIANNIS	General Maintenance	01:09	\$38.98	00:00	0	\$44.83
ANDREW HOUGHTON	General Maintenance	01:09	\$28.21	00:00	0	\$32.44
MARTIN LANG	General Maintenance	01:09	\$49.38	00:00	0	\$56.79
CHRISTOPHER MADDEN	General Maintenance	01:09	\$24.76	00:00	0	\$28.47
DERRICK SCOTT	General Maintenance	01:09	\$40.12	00:00	0	\$46.14
ANTHONY VOLLONO	General Maintenance	01:09	\$51.06	00:00	0	\$58.72
Total Labor						\$267.39

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	01:09	\$90.85
TD572	TRUCK DUMP 2005 INTL 7300 YW (T-242)- 6 Wheeler	\$131.00	01:09	\$150.65
TD588	PICK-UP TRUCK 2006 FORD F-250 YW (27 / 013)	\$79.00	01:09	\$90.85
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:09	\$120.75
TR099	TRAILER 1993 CUSTM 6X10 YW (M-99 / M99)	\$105.00	01:09	\$120.75
Total Equipment				\$573.85

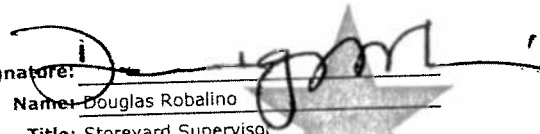
Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$841.24

Description of Work:

CLEAN UP 2 ROBIN COURT FR TO DOUG

Signature: 

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Aug 30, 2016

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated June 6, 2016, authorized the Highway Department to clean up the premises located at 1 Woodland Avenue, Glenwood Landing, New York 11547, also known as Section 20, Block 33, Lot 468 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 9, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 16, 2016, in the amount of \$740.06, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated May 9, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$740.06 may be assessed by the Legislature of the County of Nassau against the parcel known as 1 Woodland Avenue, Glenwood Landing, New York 11547, also known as Section 20, Block 33, Lot 468 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 Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

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

Reviewed By
Office of Town Attorney
Donna B. Swanson

24

315

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 9, 2017

SUBJECT: Property Cleanup Assessment
1 Woodland Avenue, Glenwood Landing, New York 11547
Section 20, Block 33, Lot 468

The Department of Planning and Development, by memorandum dated June 6, 2016, directed the Highway Department to clean up the premises located at 1 Woodland Avenue, Glenwood Landing, New York 11547, also known as Section 20, Block 33, Lot 468 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 24, 2016, advised that the property has been secured by a crew from the Highway Department on June 16, 2016. The cost incurred by the Town of Oyster Bay was \$740.06.

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



Donna B. Swanson
Deputy Town Attorney

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

2017-5821
Need letter

TOWN OF OYSTER BAY

Inter-Departmental Memo
June 6, 2016

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
Through: DEPUTY COMMISSIONER
PLANNING AND DEVELOPMENT
Subject: 1 Woodland Avenue Glenwood Landing, NY 11547
SBL: 20-33-468

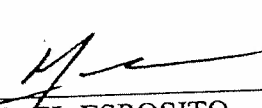
Notice of Violation (No.15923) was issued to the owner of the above-referenced premises 05/19/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

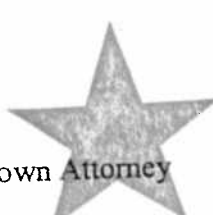
DEPUTY COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



WI 07 0678N

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS
(INDIVIDUAL OR CORPORATION)**

FORM 8802 (short version), FORM 8807 (long version)

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 7th day of June, 2007,

BETWEEN CHRISTOPHER J. ASMUSSEN having an address at 213 Thompson Shore Road, Manhasset, New York 11030

party of the first part, and

JOSEPH M. CORRETT having an address at 8 Clainford Avenue, Port Washington, New York 11050,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and No Cents (\$10.00), lawful money of the United States, 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 Glenwood Landing in the Town of Oyster Bay, Nassau County, New York, being more particularly described in Schedule A attached hereto and made a part hereof,

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 cost of the same for any other purpose.

Grantor acquired title to the subject premises by deed dated the 13th day of August, 1997 and recorded the 22nd day of August, 1997 in the Nassau County Clerk's Office, in Liber 10813 Page 320.

Said premises is located at 1 Woodland Avenue, Glenwood Landing, Nassau County, New York.

Deed

Title No. **WL-07-0678MWN**

CHRISTOPHER J. ASMUSSEN

To
JOSEPH M. CORBETT

Section 20

Block 33

Lot 468

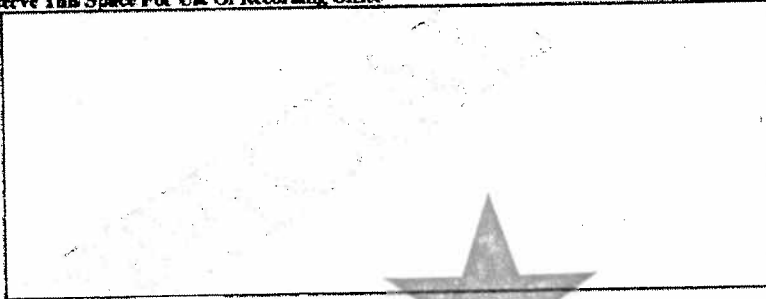
County or Town Oyster Bay

Street Address 1 Woodland Avenue
Glenwood Landing, New York

Return By Mail To:

ISABELE SCHNEIDER, ESQ. *Corbett*
6 Convent Court *1 Woodland Ave*
Brooklyn, New York 11791 *Glenwood Landing, NY 11547*

Reserve This Space For Use Of Recording Office



DBS

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

June 24, 2016

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

FROM: HIGHWAY DEPARTMENT

SUBJECT: 1 WOODLAND AVENUE, GLENWOOD LANDING
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 \$740.06.

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


HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT
677-5769

2017 FEB - 6 A 11:11

CLEAN-UP 1 WOODLAND AVENUE, GLENWOOD LANDING TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (20-33-468) 1 WOODLAND AVE GLENWOOD LANDING 11547

Date Jun 16, 2016

Work Order # 27711

Labor Costs		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
Employee's Name						
ROBERT FREIBERG	General Maintenance	02:30	\$29.84	00:00	0	\$74.60
JOSEPH LOIODICE	General Maintenance	02:30	\$28.21	00:00	0	\$70.53
BRIAN TROTTA	General Maintenance	02:30	\$27.97	00:00	0	\$69.93
Total Labor						\$215.06

Tools/Vehicle		Description	Rate per Hour	Hours	Line Cost
Tool/Vehicle					
PK405		SANI PACKER 2012 INTER 7400 YW (PP930 / PP-930)	\$105.00	02:30	\$262.50
TD715		TRUCK DUMP 2012 FORD F-350 YW (T-115)- Power Wagons	\$105.00	02:30	\$262.50
Total Equipment					\$525.00

Materials		Material	Cost Per Unit	Units	Line Cost
Total Materials					

Grand Total \$740.06

Description of Work:

CLEAN UP 1 WOODLAND AVENUE GLENWOOD LANDING TO DOUG

Signature: _____

Name: Giacomo Grandine

Title: Highway Construction Supervisor

Date: Jun 21, 2016

Meeting of June 6, 2017

Resolution No. 316-2017

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 18, 2017, recommended that the Town's Environmental Impairment Liability insurance coverage be obtained from Berkley Insurance Company, through FOA & Son Corporation for the period from June 1, 2017 to June 1, 2018, at a premium of \$5,618.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Office of the Town Attorney is hereby authorized to secure the Town's Environmental Impairment Liability insurance coverage from Berkley Insurance Company through FOA & Son Corporation for the period from June 1, 2017 to June 1, 2018, at a premium of \$5,618.00 and that the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim; after audit with said funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

-#-


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 Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller (2)

25

316

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : May 18, 2017

SUBJECT: 2017 Environmental Impairment Liability Insurance
Account No. TWN AMS 1910 43010 602 0000 000

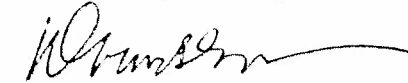
Under 6NYCRR Part 613-3, owners or operators of 1 to 100 petroleum underground storage tanks must demonstrate financial responsibility to cover liabilities including, but not limited to: clean-up; third-party property damage; third-party bodily injury and legal costs in the amount of \$1,000,000 per occurrence as well as a minimum aggregate financial responsibility of \$1,000,000. The Town of Oyster Bay has seven (7) locations that have petroleum underground storage tanks. Petroleum underground storage tanks include those tanks that contain heating oil [613-3.1(a)(1)], crude oil, synthetic forms of lubricating oils, hydraulic oils and cutting oils, as well as hydrocarbons that are not derived from crude oil [613-1.3(as)].

This office solicited premium quotes for Environmental Impairment Liability Insurance from six insurance agencies. The Town received three (3) proposals. The best coverage and lowest premium is through FOA & Son Corporation with Berkley Insurance Company. The premium for this policy is \$5,618.00, for the period from June 1, 2017 to June 1, 2018.

All provisions of the Town's procurement policy have been complied with.

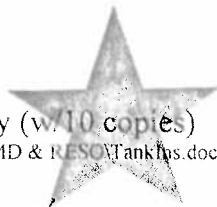
Therefore, this office recommends that the Town's Environmental Impairment Liability Insurance be obtained from Berkley Insurance Company, through FOA & Son Corporation in the premium amount of \$5,618.00 with said funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:ba
Enclosure
2017-5834.002
cc: Town Attorney (w/10 copies)
S:\Attorney\RESOS 2017\MD & RESO Tank Ins.docx



Dennis Sheehan

From: RJ Impastato [RJ.Impastato@FoaSon.com] <RJ.Impastato@FoaSon.com>
Sent: Friday, May 12, 2017 1:00 PM
To: Donna Swanson; Dennis Sheehan
Subject: Pollution Liab. Insurance

Hello Donna/Dennis.

After our call today I confirmed the quote / invoice / binder is all based on the 7 insured locations where the tanks are located.

- Lake Ave, Oyster Bay
- Carmen Mill Road Massapequa
- 101 Sweet Hollow Road Old Bethpage
- 977 Hicksville Road Massapequa
- 1 Southwoods Road Woodbury
- 150 Miller Place Syosset
- Ocean Parkway Massapequa

Based on the above amended invoices / binders are not needed.

Sincerely,

R.J. Impastato

R.J. Impastato, A.R.M.
Executive Vice President

FOA & SON CORPORATION
International Insurance Brokers Since 1861

68 South Service Road
Melville, NY 11747-2357 USA
Direct 516 471 1717
Main 516 228 1284
Cell 914 980 8801
Fax 516 228 1235
www.foason.com



FOA & SON CORPORATION
INTERNATIONAL INSURANCE BROKERS

68 SOUTH SERVICE ROAD, SUITE 210, MELVILLE, NY 11747-2357
TEL (516) 228 1234 • FAX (516) 228 1235 • www.foason.com

INVOICE

CLIENT	Town of Oyster Bay, NY
DATE	05/05/2017
CLIENT SERVICE	R.J. Impastato
PAGE	1 of 1

Town of Oyster Bay, NY

PAYMENT INFORMATION	
INVOICE SUMMARY	5,618.00
PAYMENT AMOUNT	
PAYMENT FOR:	Invoice#463570
FEI-EIL-23651-00	

Thank You

Please detach and return with payment

Customer: Town of Oyster Bay, NY

INVOICE	EFFECTIVE	TRANSACTION	DESCRIPTION	AMOUNT
463570	06/01/2017	New business	Policy #FEI-EIL-23651-00 06/01/2017-06/01/2018 Berkley Insurance Company Pollution 6/1/17-18	5,618.00
				TOTAL 5,618.00

Thank You

Foa & Son Corporation
68 South Service Road, Ste 210
Melville, NY 11747-2357

(516)228-1234

DATE
05/05/2017

Immediate payment of this invoice will avoid issuance of cancellation notice.



Freberg
Environmental
Insurance

Freberg Environmental, Inc.
One World Financial Centre
200 Liberty Street, 7th Floor
New York, NY 10281-1003
212-915-8096
FEinsurance.com
In CA dba: FEI, Insurance Services #OC73812

Environmental Impairment Liability Binding Acknowledgment

Date:	5/4/2017	From:	Emily Neal
To:	R.J. Impastato Foa & Son Corporation RJ.Impastato@FoaSon.com	Policy Number:	FEI-EIL-23651-00
		Insured:	Town of Oyster Bay

Quote Reference: EIL109087929-Q

Thank you for your order to bind coverage. We appreciate your business.

This Binding Acknowledgment confirms coverage to be provided by the policy number(s) listed above and is subject to all the terms and conditions of the insurance policies to be issued to you by the respective insurance carriers. This Binding Acknowledgment does not change or amend the terms or conditions of your coverage in any way. The descriptions of coverage and listing of exclusions or limitations of coverage contained in the quote document provided to you on the quotation date are for illustrative purposes only. Please refer to the policy for complete information.

Coverage is based on the information you provided to us and on which we have relied. If any material information has been excluded or if any of the information provided is now inaccurate please advise us immediately in order that we may seek revalidation of terms.

THIS BINDING ACKNOWLEDGMENT IS A SUMMATION OF THE LIMITS, TERM, COVERAGES AND CONDITIONS ALL OF WHICH ARE SUPERSEDED BY THE ACTUAL POLICY WHEN ISSUED.
This binder will expire on 6/3/2017.

Authority is granted to you to issue unmodified ACORD certificates accurately representing the coverages applicable to this policy. Any modification to the ACORD certificate or issuance of a non-ACORD certificate must be submitted to us for approval. Certificates of Insurance do not amend, extend or alter coverage afforded under this policy, nor do they serve as policy change requests.

Premium payment made in full is due within 30 days of the binder effective date.

FOR PREMIUM FINANCED ACCOUNTS:

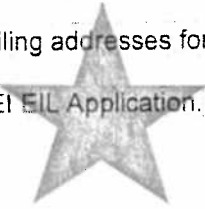
All Premium Finance Funding must be sent directly to Freberg Environmental.

It is **imperative** that Freberg Environmental's name and address are listed, along with the insurance carrier's name, on the finance agreement. In order to be in compliance with various state laws concerning cancellations, reinstatements and return premiums; we must receive copies of the finance agreement and any other notices that the finance company may send. Please be sure that your agents are advised of this at the time of binding.



Coverage is subject to receipt and review of the following information within 20 days of the effective date, unless otherwise specified. Upon receipt of the below listed items, we reserve the right to modify these terms and conditions in accordance with our underwriting guidelines.

- Please provide the complete mailing addresses for locations 1, 2 and 7. Please provide the install dates for all scheduled tanks.
- Completed, signed and dated FEI EIL Application.



Berkley Insurance Company

Named Insured and Address	Policy Number	Policy Term
Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771	FEI-EIL-23651-00	From: 6/1/2017 To: 6/1/2018

Insured Locations
Location 1 - Lake Ave, Oyster Bay, NY Location 2 - Carmen Mill Road, Massapequa, NY Location 3 - 101 Sweet Hollow Road, Old Bethpage, NY Location 4 - 977 Hicksville Road, Massapequa, NY Location 5 - 1 Southwoods Road, Woodbury, NY Location 6 - 150 Miller Place, Syosset, NY Location 7 - Ocean Parkway, Massapequa, NY

Regardless of the number of Coverage Parts written under this policy or applicable to any one *Occurrence, Claim, Wrongful Act or Pollution Condition*, the Limits of Insurance shown below apply once for the entire policy, and not separately for each Coverage Part.

Coverage Part	Limits - (per pollution condition / aggregate)	Deductible/SIR	Retroactive Date
Environmental Impairment Liability	\$1,000,000 / \$1,000,000	\$10,000	6/1/2017

Policy Premium:	\$5,618
Terrorism Premium:	Not Covered
Minimum Earned Premium Percent:	25%
Minimum Earned Premium Amount:	\$1,404
Rate:	Flat
Loss Control Fee:	\$0
Policy Fee:	\$0
Commission:	10%

Endorsements	
JA1001 1016	Signature Page
EIL-001-0712	Environmental Impairment Liability - Claims Made Form
EIL-075-0712	Minimum Earned Premium Endorsement
ECC-322-0713	Claims Notice Document Email: feiclaims@berkleycustom.com Fax: (855) 999-0797
PN-0001 00107	OFAC
PN-0002-1215	Trade or Economic Sanctions Endorsement
EIL-041-1016	Coverage Limited to Scheduled Storage Tanks
EIL-160-0712	Underground Storage Tank Coverage
EIL-255-0712	Separate Defense Limit Endorsement
CG 21 75 01 15	Excl. of Cert Acts of Terrorism & Other
UST-0308-0712	UST Financial Responsibility
EIL-576-0712	NY - Cancellation & Non Renewal



Berkley Custom
Insurance Managers, LLC
A Berkley Company

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, SUCH FORMS MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

A handwritten signature in dark ink, appearing to read 'R. Daniels', written over a horizontal line.

Richard A. Daniels
Senior EIL Underwriter
Freberg Environmental, Inc.
One World Financial Center
200 Liberty Street, New York, NY 10281
212-915-8096

By: Authorized Representative



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901

December 15, 2016

Donna Swanson, Esq.
Dennis Sheehan, Esq.
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

RE: Storage Tank Liability Proposals

Dear Donna and Dennis:

We are pleased to provide Storage Tank Liability proposals for the Town of Oyster Bay.

We are pleased to attach the following items:

1. Summary of proposals and options
2. **UCPM Quote from Colony Insurance Company** – There are four (4) quote options. All quotes are for a \$1,000,000 liability limit. The deductible options are \$5,000 or \$10,000 per claim. The carrier offers a Basic and Broad Option.

Please note the following is needed in order to bind this coverage:

- Signed TRIA form – attached w/quote
- Completed and signed carrier application – attached
- NY Part C and Total Cost forms – attached

3. **UCPM Quote from ACE American/Chubb**

ACE quoted \$1M/\$1M limits with \$5k and \$10k deductibles, retro inception. This coverage is written on admitted paper and automatically includes terrorism coverage. Please note that we will need the following in order to bind this coverage:

- Completed and signed carrier application – attached. The application that is needed is already pre-filled, except for a few yes/no questions, and attached.
4. **Also attached is the DCAT (Dynamic Coverage Analysis Tool) comparing the coverages.** Upon review you will note that the ACE policy offers the broader coverages.



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901

Page Two
Town of Oyster Bay

December 27, 2016

We also approached Crum & Forster, however, in order to continue with this market we need answers to the following questions:

Note: Crum & Forster cannot quote single walled tanks in New York.

- Are the tanks single or double walled?
- What are the tanks made of? Choose one. (bare steel, catholically protected steel, STIP-3, fiberglass or fiberglass clad steel)
- Are the pipes single or double walled?
- What are the pipes made of? Choose one. (bare steel, catholically protected steel, fiberglass or flex)
- Do the pipes have leak detection monitoring? If so, choose one. (electronic, interstitial, other)
- Has a passing tightness test been completed within the last three years? If so, what year?

Please review this information and advise any questions as well as if the Town would like to procure this coverage. Regardless of the coverage chosen additional paperwork will need to be completed. With the ACE proposal, the ACE application is already pre-filled but will request review and answering of a few yes/no questions.

Thank you,
Nicole

Nicole L. Morton

Salerno Brokerage Corp.

117 Oak Drive

Syosset, NY 11791

516-364-4044 ext. 219

516-364-5901 Fax

nlmorton@salernoins.com

Town of Oyster Bay – Storage Tank Liability proposals

<u>Carrier</u>	<u>Non-admitted or Admitted</u>	<u>Liability Limit</u>	<u>Deductible</u>	<u>Premium</u>	<u>Terrorism Included</u>
Colony	Nonadmitted	\$1,000,000	\$5,000.	\$7,103.63	No – additional premium of 5% plus taxes and fees
Colony	Nonadmitted	\$1,000,000	\$10,000.	\$6,418.68	No – addition premium of 5% plus taxes and fees
ACE-Chubb	Admitted	\$1,000,000	\$5,000	\$7,886.00	YES
ACE-Chubb	Admitted	\$1,000,000	\$10,000.	\$6,611.00	YES



PROPOSAL

Monday, December 12, 2016

FROM: Sarah Brandt
TO: Salerno Brokerage Corp.
ATTN: Nicole Morton

RE: Town of Oyster Bay

We are pleased to provide the following proposal for your client. Please review all coverage terms and conditions carefully as the coverage being offered may be more limited than coverages requested.

Coverage: All terms per Carrier Company: Ace American Insurance Company
Commission: 10.00 %

Options	Limit: \$1M/\$1M, Deductible: \$5K	Limit: \$1M/\$1M, Deductible: \$10K
Limits	\$1M/\$1M	\$1M/\$1M
Deductibles	\$5,000.00	\$10,000.00
Premium	\$7,636.00	\$6,361.00
Policy Fee	\$250.00	\$250.00
Total due by Insured	\$7,886.00	\$6,611.00

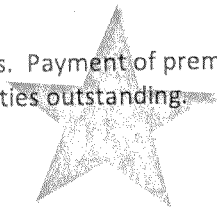
Payment is due to UCPM, Inc. within 15 days from the effective date of coverage.

The indication is subject to the receipt and satisfactory review of the following information prior to binding unless otherwise noted:

- Completed signed and dated carrier application

Quote is valid for 30 days from the date of this proposal, or until the Expiration Date of the current policy, whichever is sooner.

Note: Higher limits may be available for most risks. Payment of premium or receipt of a policy number does not guarantee coverage if there are binding subjectivities outstanding.



Westchester

A Chubb Company

ACE American Insurance Company

TankSafe® Storage Tank Liability Insurance Policy Quotation

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

QUOTE NO: Q128976
A.M. BEST RATING: A++ XV

NAMED INSURED: Town of Oyster Bay
INCEPTION DATE: 12/12/2016
EXPIRATION DATE: 12/12/2017
RETROACTIVE DATE: See attached Schedule of Covered Storage Tanks

POLICY LIMITS: \$1,000,000 Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)
\$2,000,000 Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents
\$1,000,000 Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents
\$3,000,000 Total Policy Aggregate Limit of Liability for all Storage Tank Incidents

DEDUCTIBLE: \$5,000 Per Storage Tank Incident

PREMIUM*: \$7,636.00

This premium shall be 0% minimum-earned as of the inception date of the policy identified above.

NUMBER OF COVERED STORAGE TANKS: See attached Schedule of Covered Storage Tanks

Terms & Exclusions: This quotation contemplates the use of Chubb forms, Issued on the paper indicated below. All terms and conditions are per those forms and endorsements unless otherwise noted herein.

PF-31181 (10/10) TankSafe® Storage Tank Liability Insurance Policy

NY FTZ - 2-14055

Westchester

A Chubb Company

ACE American Insurance Company

**TankSafe®
Storage Tank Liability
Insurance Policy
Quotation**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

QUOTE NO: Q128976
A.M. BEST RATING: A++ XV

NAMED INSURED: Town of Oyster Bay
INCEPTION DATE: 12/12/2016
EXPIRATION DATE: 12/12/2017
RETROACTIVE DATE: See attached Schedule of Covered Storage Tanks

POLICY LIMITS: \$1,000,000 Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)
\$2,000,000 Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents
\$1,000,000 Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents
\$3,000,000 Total Policy Aggregate Limit of Liability for all Storage Tank Incidents

DEDUCTIBLE: \$10,000 Per Storage Tank Incident

PREMIUM*: \$6,361.00

This premium shall be 0% minimum-earned as of the inception date of the policy identified above.

NUMBER OF COVERED STORAGE TANKS: See attached Schedule of Covered Storage Tanks

Terms & Exclusions: This quotation contemplates the use of Chubb forms, issued on the paper indicated below. All terms and conditions are per those forms and endorsements unless otherwise noted herein.

PF-31181 (10/10) TankSafe® Storage Tank Liability Insurance Policy

NY FTZ – 2-14055



PROPOSAL

Tuesday, December 13, 2016

FROM: Sarah Brandt
TO: Salerno Brokerage Corp.
ATTN: Nicole Morton

RE: Town of Oyster Bay

We are pleased to provide the following proposal for your client. Please review all coverage terms and conditions carefully as the coverage being offered may be more limited than coverages requested.

Coverage: All terms per Carrier Company: Colony Specialty Insurance Co. Commission: 10.00 %

Options	Broad Form Coverage	Broad Form Coverage	Basic Form Coverage	Basic Form Coverage
Limits	\$1M/\$1M	\$1M/\$1M	\$1M/\$1M	\$1M/\$1M
Deductibles	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
Premium	\$6,604.00	\$5,944.00	\$5,752.00	\$5,177.00
Policy Fee	\$250.00	\$250.00	\$250.00	\$250.00
Surplus Lines Tax (NY) 3.600%	\$237.74	\$213.98	\$207.07	\$186.37
Surplus Lines Stamping Fee (NY) 0.180%	\$11.89	\$10.70	\$10.35	\$9.32
Total due by insured	\$7,103.63	\$6,418.68	\$6,219.42	\$5,622.69

Taxes shown above will increase if terrorism coverage is added to the premium. Details for purchasing terrorism coverage follow, but are not included in the above calculations.

Payment is due to UCPM, Inc. within 15 days from the effective date of coverage.

The indication is subject to the receipt and satisfactory review of the following information prior to binding unless otherwise noted:

- Signed terrorism form
- Completed signed and dated carrier application
- Surplus lines form

UCPM can handle the surplus lines filing for fee as quoted after receipt of any necessary affidavits.

Quote is valid for 30 days from the date of this proposal, or until the Expiration Date of the current policy, whichever is sooner.

Note: Higher limits may be available for most risks. Payment of premium or receipt of a policy number does not guarantee coverage if there are binding subjectivities outstanding.

Environmental Division Quote

Quote valid until: January 7, 2017

Insured: TOWN OF OYSTER BAY
Insurance Company: Colony Insurance Company

Submission #: 2765976

Thank you for the opportunity to quote the above account. We are pleased to offer the following quotation:

FACILITY ADDRESS AND NUMBER OF TANKS TO BE INSURED: 12 Underground Tanks
6 Locations 10 Above Ground Tanks

LIMITS AND PREMIUM OPTIONS:

Deductible Options (Each Claim):

		\$5,000	\$10,000
Broad Form	\$1/\$1 million, each claim/aggregate:	\$6,604	\$5,944
Coverage:	\$1/\$2 million, each claim/aggregate:	\$7,264	\$6,538
Basic Form	\$1/\$1 million, each claim/aggregate:	\$5,752	\$5,177
Coverage:	\$1/\$2 million, each claim/aggregate:	\$6,327	\$5,695

OPTIONAL COVERAGES/LIMITS:

Additional Insureds:

None

\$25,000 limit
(\$2,500 ded.)

\$50,000 limit
(\$5,000 ded.)

Business Interruption Coverage:

\$940

\$1,655

Note: The above Optional Coverages/Limits apply to USTs installed in 1970 or newer only.

RETROACTIVE DATE:

Policy Inception

OPTIONAL CERTIFIED TERRORISM COVERAGE:

Coverage is available for certified acts of terrorism. The premium charge is five percent of the total premium, subject to a minimum premium of \$100. See below for calculations.

COVERAGE AND FORM:

Non-Admitted Coverage.
Claims Made and Reported Form PP (08/08).
Forms and Endorsements listed on Page 2

PREMIUM TERMS:

Premium is 0.25 minimum earned.

ITEMS REQUIRED BEFORE COVERAGE CAN BE BOUND:

Provide a completed, signed, and dated Colony Storage Tank full application
Provide a completed, signed, and dated TRIA Notice ENV (01/15)

To request binding of coverage, complete the following and return on or before the effective date.

Storage Tank Premium: _____
Optional Coverages Premium: _____
Additional Insured Premium: _____
Total Premium: _____

Optional Certified Terrorism Coverage: ☐ Yes ☐ No

Total Prem + 5% (\$100 min.) = Final Premium

Please bind effective _____ to Expire _____ subject to the terms & conditions above

Person requesting binding: _____ Date: _____

No coverage is bound until the signed TRIA Notice ENV (01/15) form is provided and a policy number is released.

This quote is subject to receipt of the original application signed by the Insured. The premiums quoted include no taxes or agent fees. This quote does not necessarily provide the terms and/or coverage requested in your submission.

Environmental Division Forms and Endorsements

STORAGE TANK POLLUTION LIABILITY

Quote valid until: January 7, 2017

Insured: **TOWN OF OYSTER BAY**
Insurance Company: Colony Insurance Company

Submission #: 2765976

ILP001 (01/04) OFAC Advisory Notice to Policyholders
SIGCIC (10/13) Signature Page
PrivacyNotice (04/15) Privacy Notice
DCJ6550 ENV (12/00) Common Policy Declarations
U001 (10/04) Forms Schedule
DCJ6553-PP (12/00) Coverage Part Declarations
PP (08/08) Policy Form
E038 (12/00) Schedule of Facilities
U002A ENV (08/12) Minimum Premium
IL0021E PP (07/00) Nuclear Exclusion
U094 (04/15) Service of Suit
E047 CERT PP 04/14 EPA or State Cert. of Insurance

TRIA Notice ENV (01/15) Terrorism Accept/Reject Form
E091 (09/04) War Exclusion

EU163B (01/15) Cert. Acts of Terrorism & Other Acts of Terr. Excl.

E014BASIC (12/00) Basic Form Coverage



Meeting of June 6, 2017

Resolution No. 317-2017

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 18, 2017, recommended that The Town's Excess General and Automobile Liability Insurance be obtained from Allied Public Risk through Salerno Brokerage Corp. at a renewal premium of \$178,330 for the period of May 1, 2017 through May 1, 2018, with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to obtain the Town's Excess General and Automobile Liability Insurance from Allied Public Risk through Salerno Brokerage Corp. at a renewal premium of \$178,330 for the period of May 1, 2017 through May 1, 2018, with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for said policy, upon submission of a duly certified claim, after audit, said funds 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 Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller (2)

11/18/17
Reviewed By
Office of Town Attorney



26

317

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 18, 2017

SUBJECT: Excess General and Automobile Liability Insurance

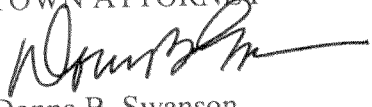
The Town of Oyster Bay has been self-insured for general and automobile liability since May, 1985. However, it has been the Town's policy to procure excess general and automobile liability insurance in order to protect the Town against the possibility of judgments exceeding the Town's self-insured limit of \$1,000,000.

In order to procure such an excess general and automobile liability insurance policy, the Town issued a request for proposals. In response, the Town received two quotes through Salerno Brokerage Corp. and one quote from CBS Coverage-a division of Assured SKCG, Inc. The best coverage and lowest premium was submitted by Allied Public Risk through Salerno Brokerage Corp.

All provisions of the Town's procurement policy have been complied with.

Therefore, this office recommends that the Town's Excess General and Automobile Liability Insurance be obtained from Allied Public Risk through Salerno Brokerage Corp., at a renewal premium of \$178,330 from May 1, 2017 through May 1, 2018. Funds are available in Account No. TWN AMS 1910 43010 602 0000 000.

JOSEPH NOCELLA
TOWN ATTORNEY


Donna B. Swanson
Deputy Town Attorney

DBS:ba
Attachment
File No. 2017-5834.003
cc: Town Attorney (w/10 copies)

S:\Attorney\RESOS 2017\MD & RESO\2017\General\Autolins.docx



SALERNO BROKERAGE CORPORATION

117 Oak Drive
Syosset, NY 11791

Town of Oyster Bay
Town Attorney's Office
54 Audrey Avenue
Oyster Bay, NY 11771

INVOICE

Customer	Town of Oyster Bay
	1970
Date	04/25/2017
Customer Service	Towns & Villages Nicole Morton
Page	1 of 1

Payment Information	
Invoice Summary	178,330.00
Payment Amount	
Payment for	Invoice#42825
5110-0035-01	

Thank You

Please detach and return with payment

Customer: Town of Oyster Bay

Invoice	Effective	Transaction	Description	Amount
42825	05/01/2017	Renew policy	Policy #5110-0035-01 05/01/2017-05/01/2018 Allied World insurance Company General & Auto & Excess Liability - Renew policy Due Date: 5/1/2017	178,330.00
				Total 178,330.00

Thank You

SALERNO BROKERAGE CORPORATION
117 Oak Drive
Syosset, NY 11791

(516)364-4044

Date
04/25/2017



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901

April 24, 2017

Donna Swanson, Esq.
Town of Oyster Bay
Town Attorney's Office
54 Audrey Avenue
Oyster Bay, NY 11771

RE: Automotive and General Liability Policy- 2017-2018 Proposal

Dear Donna,

In response to your March 15, 2017 letter seeking insurance proposals for the May 1, 2017-2018 policy period, we are pleased to advise the following. The expiring program was \$182,191 with Allied Public Risk.

We approached the following carriers:

- ① 1) Berkley Public Entity Managers –advised that their rates for the higher layers were not competitive and that they were much higher than the expiring premium.
- ② 2) Allied Public Risk- quoted **\$178,330**. (A copy of the quote is attached for your review and consideration.) This includes Tria of \$2,216. – *We suggest that the town accept vs the quote NYS*
- ③ 3) Alteris Public Risk Solutions- declined due to loss experience.
- 4) Travelers- was only interested in quoting if they could act as the TPA.
- 5) US Specialty/Hudson- requires claims in excel to evaluate. Nonetheless, would not be able to compete with pricing.
- 6) Safety National- declined as they needed more time to evaluate the loss experience.
- 7) National Casualty Company (Civic Risk) – Closing down the Public Entity program as of May 1, 2017.
- ④ 8) AIX- declined based on the loss history.
- 9) Nymir- advised they needed more time to adequately review the account; approximately 30 days from the time all claims data was received.



SALERNO BROKERAGE CORP.
TOWNS & VILLAGES RISK MANAGEMENT CORP.
HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901

The Allied Proposal is summarized as follows:

Limits of Insurance – Auto, General Liability, and Employee Benefits Liability:

Line Item	Specific Limit	Actual Limit	Amount	Trigger	Amount
Auto Liability	\$1,000,000	N/A	\$1,000,000	Accident	N/A
General Liability	\$1,000,000	\$3,000,000	\$1,000,000	Occurrence	N/A
Sexual Abuse Liability	Included in GL	Included in GL	\$1,000,000	Occurrence	N/A
Employee Benefits Liability	Included in GL	Included in GL	\$1,000,000	Occurrence	N/A
Law Enforcement Liability	\$1,000,000	\$3,000,000	\$1,000,000	Occurrence	N/A
Follow Form Excess Liability	\$9,000,000	\$9,000,000*	Excess of Underlying	Per Underlying	Per Underlying

Please review the quotations and advise any questions you may have. We look forward to continuing our work relationship with the Town.

Very truly yours,

Nicholas J. Salerno

Very truly yours,

Maryann K. Aiello

Enc.

cc. Matthew Rozea, Esq.

TO : NOTE TO FILE

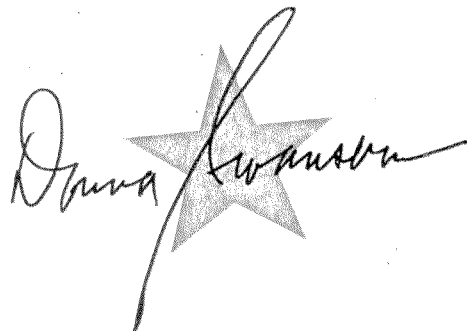
FROM : Office of the Town Attorney: Donna Swanson

DATE : April 21, 2017

SUBJECT: Automotive and General Liability Policy- 2017-2018 Proposal

Had a meeting CBC Coverage. The meeting was with Bill Bress and Michael from his Westchester office who specializes in Municipal Insurance, Matt Rozea and myself.

After reviewing all documentation sent, Michael advised that his quote was higher than Allied Public Risk who quoted \$178,330.00. He further advised to go with Allied Public Risk.

A handwritten signature in cursive script, appearing to read "Donna Swanson", is written over a large, light-colored five-pointed star graphic. The signature is written in dark ink and is positioned to the right of the main body of text.

WHEREAS, Richard W. Lenz, P.E. Commissioner of the Department of Public Works, by memorandum dated May 19, 2017 advised that Cashin Spinelli & Ferretti, LLC, by letter dated March 17, 2017, has made a final inspection of the work performed under Contract No. DP15-129, Installation of Syosset Fire Department Traffic Signals in Syosset, New York, and has certified that the Contractor, Welsbach Electric Corp., of L.I., 300 Newtown Road, Plainview, New York 11803, has complied with all of the requirements of the Contract, and said Commissioner of the Department of Public Works concurs with Cashin Spinelli & Ferretti, LLC, that this contract be accepted as having been completed, and that final payment be made to the Contractor; and

WHEREAS, Cashin Spinelli & Ferretti, LLC, by letter dated March 17, 2017 recommended that an extension of time of 48 days to February 1, 2017 be granted due to weather delays and the scheduling of inspections by the Nassau County Department of Public Works; and

WHEREAS, during the Construction Phase of Contract No. DP15-129, it was found necessary to decrease the amount of this contract due to the unused portion of the site allowance for a total net decrease of \$4,678.00; and

WHEREAS, final construction costs were in the amount of \$157,522.00; and

WHEREAS, the Office of the Town Attorney and the Office of the Comptroller, by memoranda dated April 24, 2017 and May 11, 2017, respectively, have stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this contract; and

WHEREAS, the Department Parks, by memorandum dated April 21, 2017, concurs with the recommendation of final acceptance for this project,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, concerning quantity decrease, extension of time and that Contract No. DP15-129 be accepted as being complete, at a final construction cost of \$157,522.00, are hereby accepted and approved and the Office of the Comptroller is hereby authorized and directed to make final payment for same, in accordance with the applicable terms and provisions of the contract, after the customary review of the engineer's certificate, upon presentation of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works
Parks

Reviewed By
Office of Town Attorney

28

TOWN OF OYSTER BAY

319

INTER-DEPARTMENTAL MEMO

MAY 19, 2017

TO: MEMORANDUM DOCKET

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

SUBJECT: QUANTITY DECREASE, EXTENSION OF TIME, AND ACCEPTANCE & FINAL PAYMENT
INSTALLATION OF SYOSSET FIRE DEPARTMENT TRAFFIC SIGNALS
CONTRACT NO. DP15-129


Attached is a letter from Cashin, Spinelli & Ferretti, LLC dated March 17, 2017, concerning a decrease in quantities for a total net decrease in the amount of \$4,678.00. Also attached herewith are:

1. A letter dated March 17, 2017 from Cashin, Spinelli & Ferretti, LLC, recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate dated March 17, 2017.
3. A statement from the Town Attorney's office indicating that there are no legal hindrances.
4. A statement from the Town Comptroller indicating that there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Parks which concurs with final acceptance.

Work under this contract was directed to proceed as of October 18, 2016, to be completed within 60 calendar days on December 16, 2016. Due to weather delays and the scheduling of inspections by the Nassau County Department of Public Works, Welsbach Electric Corp. of L.I. required additional time to complete the project. Cashin, Spinelli & Ferretti, LLC, as stated in their letter of March 17, 2017, recommends that an extension of time of 48 days to February 1, 2017 be granted. Actual work was completed February 1, 2017.

Final construction costs amount to \$157,522.00. The contractor is Welsbach Electric Corp. of L.I.

Therefore, we request the Town Board authorize, by resolution, the above-mentioned Quantity Decrease and Extension of Time, and we hereby concur with Cashin, Spinelli & Ferretti, LLC that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.



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

RWL/MR/bk

Attachments

cc: Office of the Town Attorney (w/10 copies)
Christine M. Wiss, Deputy Comptroller
Eric Tuman, Commissioner/General Services
Joseph Pinto, Commissioner/Parks
Kathy Stefanich, Administration/DPW

DP15-129 DOCKET FINAL ACCEPTANCE, EXT TIME, DECREASE



Cashin Spinelli & Ferretti, LLC

SURETY CONSULTING • MUNICIPAL PLANNING • CONSTRUCTION MANAGEMENT
New York • Connecticut • Pennsylvania • Illinois

March 17, 2017

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

Re: Installation of the Syosset Fire Department Traffic Signals
Contract No. DP15-129 (PW 024-16)
CSF No. 40:1614

Dear Commissioner Lenz:

Cashin Spinelli & Ferretti, LLC, ("CSF") has reviewed the attached Claim #2 in the amount of \$23,285.10 submitted by Welsbach Electric Corp. of L.I. ("Welsbach") dated March 13, 2017, for work performed on the above-referenced project. The pricing contained herein is consistent with Welsbach's Schedule of Values document submitted and approved for this project per the Contract titled "Installation of the Syosset Fire Department Traffic Signals, DP15-129".

CSF hereby certifies, to the best of its knowledge, that the value of the construction work completed to date is consistent with the amount claimed and all contract items have been completed in conformance with the contract's plans and specifications.

The contractually agreed upon substantial completion date was December 16, 2017, 60 days from the Town's Notice to Proceed dated October 18, 2016. Welsbach has requested and CSF concurs with a contract extension of 48 total days due to delays caused by the Nassau County Signal Division inspection team as well as many inclement weather days especially with respect to the pavement striping that had to be performed to finish the work. CSF hereby recommends that the Town grant this contract an extension of time to February 1, 2017 and consider the contract completed.

The original bid amount of this contract was \$162,200.00. The final contract value of the project is \$157,522.00. The reduction of \$4,678.00 in the amount of this contract is due to the unused portion of the site allowance. CSF hereby recommends that the Town of Oyster Bay pay the aforementioned claim in the amount of \$23,285.10 and accept this job as final. This project was deemed substantially complete on February 1, 2017.

If you have any questions or comments, please do not hesitate to contact me at the number below.

Very truly yours,

CASHIN SPINELLI & FERRETTI, LLC

Bruce Strum, AIA, LEED GA

801 Motor Parkway, Suite 103, Hauppauge, New York 11788
T: 631.737.9170 | F: 631.737.9171 | www.csflc.com



Richard W. Lenz, P.E., Commissioner
March 17, 2017
Page 2 of 2

Director of Architecture
Enclosures

cc:

Michael W. Spinelli, AIA, Principal, Cashin Spinelli & Ferretti, LLC
Leslie Maccarone, Deputy Commissioner Town of Oyster Bay Department of Public Works
Matt Russo, PE, Town of Oyster Bay, Department of Public Works
Brian Kunzig, Program Manager, Town of Oyster Bay, Department of Public Works



801 Motor Parkway, Suite 103, Hauppauge, New York 11788
T: 631.737.9170 | F: 631.737.9171 | www.csflc.com



Application and Certificate for Payment

TO OWNER: Attn:
Town of Oyster Bay Department of Public Works
74 Audrey Avenue
Oyster Bay, New York 11771

PROJECT: Job #322 Syosset Fire Dept
Traffic Signal Installation
50 Cold Spring Road
Syosset, New York 11791

FROM CONTRACTOR:
Weisbach Electric Corp. Of L.I.
300 Newtown Road
Plainview, NY 11803

VIA ARCHITECT:

APPLICATION NO: 2
PERIOD TO: 03/10/2017

CONTRACT FOR:
CONTRACT DATE: 07/01/2016
PROJECT NOS: /
DP15-12907/

Distribution to:
OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	152,200.00
2. NET CHANGE BY CHANGE ORDERS	\$	-4,678.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	157,522.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	157,522.00

5. RETAINAGE:

- a. 0.00% of Completed Work
(Columns D + E on G703) \$ 0.00
- b. 0.00% of Stored Material
(Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 157,522.00
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 134,236.90
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 23,285.10

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ -4,678.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ -4,678.00
NET CHANGES by Change Order	\$ -4,678.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Weisbach Electric Corp. Of L.I.

By: [Signature] Date: 3/13/2017

State of: New York

County of: Nassau

Subscribed and sworn to before me this 13th day of March, 2017

Notary Public: [Signature]
My commission expires:

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 23,285.10
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Bruce Stumm, AIA Date: 3/17/17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702[™]–1992, Application and Certificate for Payment, or G732[™]–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
PROJECT: Job #322 Syosset Fire Dept Traffic Signal Installation
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 03/10/2017
PERIOD TO: 03/10/2017
ARCHITECT'S PROJECT NO: DP15-129071

PROJECT NO. DP15-12907										
A	B	C	D	E		F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)							
01	1.04A General Conditions	\$10,000.00	\$10,000.00		\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
02	1.04B Temporary Facilities & Controls	\$980.00	\$980.00		\$0.00	\$0.00	\$980.00	100%	\$0.00	
03	1.04C Traffic Signal installations	\$80,000.00	\$80,000.00		\$0.00	\$0.00	\$80,000.00	100%	\$0.00	
04	1.04D Site Work	\$45,000.00	\$45,000.00		\$0.00	\$0.00	\$45,000.00	100%	\$0.00	
05	1.04G Site Allowance	\$5,322.00	\$5,322.00		\$0.00	\$0.00	\$5,322.00	100%	\$0.00	
06	1.04H Punchlist & Project Closeout Documentation	\$16,220.00	\$0.00		\$16,220.00	\$0.00	\$16,220.00	100%	\$0.00	
	GRAND TOTAL	\$157,522.00	\$141,302.00		\$16,220.00	\$0.00	\$157,522.00	100%	\$0.00	

CAUTION: You should sign an original AIA Contract Document.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

MR

Town of Oyster Bay
Inter-Departmental Memo

TO : Richard W. Lenz P.E., Commissioner
Department of Public Works

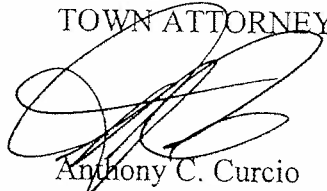
FROM : OFFICE OF THE TOWN ATTORNEY

DATE : April 24, 2017

SUBJECT: FINAL ACCEPTANCE
Installation of the Syosset Fire Department Traffic Signal
Contract No. DP15-129

In reply to your memorandum dated April 13, 2017, kindly be advised that the records of this office disclose no pending litigation or other obstacles which would prevent final acceptance of the above referenced Contract. In addition hereto, we approve Maintenance Bond No. 1065164164/82443838 as to form and further advise you to proceed with your Docket Memorandum.

JOSEPH NOCELLA
TOWN ATTORNEY

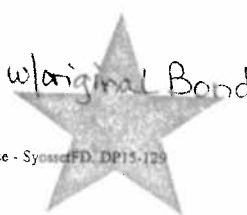


Anthony C. Curcio
Assistant Town Attorney

ACC:nb

cc: Comptroller
Town Clerk w/ original Bond

S:\Attorney\ACC\Final Acceptance - SyossetFD DP15-129



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Welsbach Electric Corp. of L.I.

of 300 Newtown Road, Plainview, NY 11803

as Principal (s) and Travelers Casualty and Surety Company of America, a Connecticut Corporation,
& Federal Insurance Company, a Indiana Corporation,
having an office and place of business at One Tower Square, Hartford, CT 06183 (TR), & 202B Halls Mill Road, P.O. Box 1650,
Surety, are hereby held firmly bound unto the Whitehouse Station, NJ 08889-1600 (FE) as
Town of Oyster Bay
74 Audrey Avenue, Oyster Bay, NY 11771

in the penal sum of one hundred fifty seven thousand five hundred twenty two and 00/100
DOLLARS (\$ 157,522.00), for the payment of which well and truly to be made, we
hereby jointly and severally bind our successors and assigns.

SEALED with our seals and dated this 21st day of March, 2017 .

WHEREAS, the above named Principal (s) entered into a contract on the 19th day
of May, 2016 with Town of Oyster Bay

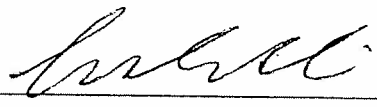
for WEC Bid #16-04, Town of Oyster Bay Contract #DP15-129, Bid #PW024-16, Syosset Fire Department
Traffic Signal Installation

and has agreed therein to repair and make good any defects due to faulty
workmanship or material which may appear within 1 (one) year(s) from date of
acceptance.

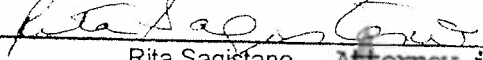
NOW, THEREFORE THE CONDITION OF THE OBLIGATION IS SUCH, that if the above
named Principal(s) shall indemnify the Town of Oyster Bay

against loss by reason of its failure to repair and make good any defects which
may appear within 1 (one) year(s) from February 1, 2017, then this obligation shall
be void; otherwise to remain in full force and effect.

Welsbach Electric Corp. of L.I.

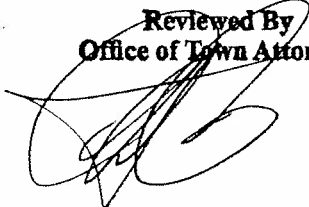
BY 

Travelers Casualty and Surety Company of America &
Federal Insurance Company

BY 
Rita Sagistano Attorney in Fact

Bond No. 106516464 / 82443838

Reviewed By
Office of Town Attorney



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183

ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION

State of New York, County of NASSAU) ss.

On this 24th day of MARCH, 20 17, before me personally appeared JOSEPH P. FIANO to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of KINGS PARK, NY that he/she is the PRESIDENT/CEO of WELSBACH ELECTRIC CO. OF L.I., the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of) ss.

On this day of , 20 , before me personally appeared known to be (the individual) (one of the firm of instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau) ss.

On this 21st day of MARCH, 20 17, before me personally appeared Rita Sagistano to me known, who, being by me duly sworn, did depose and say: That he/she resides in NASSAU COUNTY, NY that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law, and that such certificate has not been revoked.

Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CAMILLE MAITLAND
Notary Public, State of New York
No. 01MA6006044
Qualified in Kings County
Commission Expires April 20, 2018

FINANCIAL STATEMENT AS OF DECEMBER 31, 2015
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 64,550,881	UNEARNED PREMIUMS	\$ 262,833,464
BONDS	3,500,572,638	LOSSES	735,725,171
STOCKS	245,901,111	LOSS ADJUSTMENT EXPENSES	278,900,106
INVESTMENT INCOME DUE AND ACCRUED	43,905,720	COMMISSIONS	35,398,814
OTHER INVESTED ASSETS	3,680,975	TAXES, LICENSES AND FEES	11,351,717
PREMIUM BALANCES	200,990,913	OTHER EXPENSES	39,468,887
NET DEFERRED TAX ASSET	65,751,186	CURRENT FEDERAL AND FOREIGN INCOME TAXES	15,158,620
REINSURANCE RECOVERABLE	22,532,968	REMITTANCES AND ITEMS NOT ALLOCATED	4,995,722
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,772,178	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	33,959,553
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	29,659,492	RETROACTIVE REINSURANCE RESERVE ASSUMED	898,144
OTHER ASSETS	5,685,697	POLICYHOLDER DIVIDENDS	9,080,181
		PROVISION FOR REINSURANCE	3,834,904
		ADVANCE PREMIUM	1,572,635
		PAYABLE FOR SECURITIES	8,000,000
		PAYABLE FOR SECURITIES LENDING	11,772,178
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,038,328
		ESCHEAT LIABILITY	664,927
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,858,850
		TOTAL LIABILITIES	\$ 2,081,307,881
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,683,312,028
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,103,555,788
TOTAL ASSETS	\$ 4,184,803,769	TOTAL LIABILITIES & SURPLUS	\$ 4,184,803,769

Reviewed By
Office of Town Attorney

Securities carried at \$7,695,538 in the above statement are deposited with public authorities, as required by law.

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 231618

Certificate No. 007121526

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, Nelly Renchiwich, Mia Woo-Warren, Michelle Wannamaker, and Dana Granice

of the City of Uniondale, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.


IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of December, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 9th day of December, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.




 Marie C. Tetreault, Notary Public
Reviewed By
Office of Town Attorney


58440-5-16 Printed in U.S.A.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Thomas Bean, George O. Brewster, Desiree Cardlin, Colette R. Chisholm, Dana Granice, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert I. Pearson, Nelly Renchiwich, Rita Sagistano, Vincent A. Walsh, Michelle Wannamaker and Mia Woo-Warren of Uniondale, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 3rd day of March, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 3rd day of March, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318865
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 21st day of March, 2017



Reviewed By
Office of Town Attorney

[Signature]

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ...New York..... }
COUNTY OF ...Nassau..... } ss

On this March 21, 2017, before me personally came Rita Sagistano
to me known, who, being by me duly sworn, did depose and say; that he/she resides in
Nassau County, State of NY, that he/she is the Attorney-in-Fact of the
Federal Insurance Company the corporation described in which executed the
above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed
his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of
Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New
York, issued to Federal Insurance Company (Surety) his/her certificate of
qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New
York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate
has not been revoked.

Camille Maitland

Notary Public
CAMILLE MAITLAND
Notary Public, State of New York
No. 01MA6006044
Qualified in Kings County
Commission Expires April 20, 2018

NY acknowledgment

Reviewed By
Office of Town Attorney

[Signature]



FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2015

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 687,917	Outstanding Losses and Loss Expenses	\$ 12,174,848
United States Government, State and Municipal Bonds	9,544,097	Unearned Premiums	3,726,665
Other Bonds	4,491,238	Dividends Payable to Stockholder	1,400,000
Stocks	692,901	Ceded Reinsurance Premiums Payable	329,694
Other Invested Assets	2,187,839	Provision for Reinsurance	35,560
		Other Liabilities	1,295,093
TOTAL INVESTMENTS	17,603,992	TOTAL LIABILITIES	18,961,860
Investments in Affiliates:			
Chubb Investment Holdings, Inc.	3,679,770	Capital Stock	20,980
Pacific Indemnity Company	2,930,246	Paid-In Surplus	3,106,809
Executive Risk Indemnity Inc.	1,267,144	Unassigned Funds	10,150,916
Chubb Insurance Investment Holdings Ltd....	1,020,650		
CC Canada Holdings Ltd.	590,955	SURPLUS TO POLICYHOLDERS	13,278,705
Great Northern Insurance Company	469,230		
Chubb Insurance Company of Australia Ltd.	404,845		
Vigilant Insurance Company	306,232		
Chubb European Investment Holdings SLP ..	294,200		
Other Affiliates	566,480		
Premiums Receivable	1,659,749		
Other Assets	1,447,072		
TOTAL ADMITTED ASSETS	\$ 32,240,565	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	\$ 32,240,565

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2015, investments with a carrying value of \$546,611,273 were deposited with government authorities
as required by law.

State, County & City of New York, — ss:

Reviewed By
Office of Town Attorney

Dawn M. Chloros, Assistant Secretary

of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said
Federal Insurance Company on December 31, 2015 is true and correct and is a true abstract of the Annual Statement of said
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2015.

Subscribed and sworn to before me
this March 11, 2016.

Jeanette Shipsey
Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 025H5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros
Assistant Secretary

TOWN OF OYSTER BAY

Inter-Departmental Memo

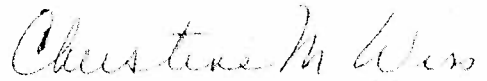
MAY 11, 2017

To: RICHARD W. LENZ, P.E., COMMISSIONER OF PUBLIC WORKS

From: CHRISTINE M. WISS, DEPUTY COMPTROLLER

Subject: FINAL ACCEPTANCE
INSTALLATION OF THE SYOSSET FIRE DEPARTMENT TRAFFIC SIGNAL
CONTRACT NO. DP 15-129

In response to your memo dated April 13, 2017, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

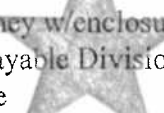


CHRISTINE M. WISS
DEPUTY COMPTROLLER

Enclosure

CMW:lmh

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





TOWN OF OYSTER BAY
DEPARTMENT OF PARKS

MR

Intra-Departmental Memo

APRIL 21, 2017


TO: RICHARD W. LENZ, P. E. , COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


FROM: JOHN C. TASSONE, PARKS ENGINEERING
THROUGH: JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

SUBJECT: FINAL ACCEPTENCE
INSTALLATION OF THE SYOSSET FIRE DEPARTMENT
TRAFFIC SIGNAL / CONTRACT NO. DP15-129

This office is in receipt of your memo dated April 13, 2017 regarding the final acceptance of the above-mentioned subject.

The Parks Department concurs with your recommendation for final acceptance of the Installation of the Syosset Fire Department Traffic Signal, Contract No. DP15-129.


JOHN C. TASSONE
PARKS ENGINEERING
DEPARTMENT OF PARKS


JOSEPH G. PINTO
COMMISSIONER
DEPARTMENT OF PARKS

JGP/JCT/nm

DP15-129 final acceptance traffic light Syosset fire department

WHEREAS, pursuant to public notice, bids were duly solicited and regularly received for Construction Contract relative to Reconstruction and Repair of Tennis Courts in Various Town Parks in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. DP16-147, and said bids were publicly opened and read on May 17, 2017; and

WHEREAS, the lowest responsible bid submitted was that of Metro Paving, LLC, 500 Patton Avenue, West Babylon, New York 11704, with a bid in the amount of \$458,400.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated May 18, 2017, and de Bruin Engineering, P.C., by letter dated May 19, 2017, recommended that the bid as hereinabove set forth be accepted,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Contract No. DP16-147 shall be awarded to Metro Paving, LLC, in the amount of \$458,400.00, in accordance with the provisions thereunder; and be it further

RESOLVED, That in accordance with Town policy, the amount of \$22,920.00 shall be encumbered for potential quantity increases, for a total bid encumbrance in the amount of \$481,320.00, with funds to be drawn from Account No. PKS H 7197 20000 000 1502 001; and be it further

RESOLVED, that funds are available to satisfy the encumbrance in the amount of \$481,320.00 from Account No. PKS H 7197 20000 000 1502 001.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works
Parks

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY

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INTER-DEPARTMENTAL MEMO

May 18, 2017

TO: MEMORANDUM DOCKET

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

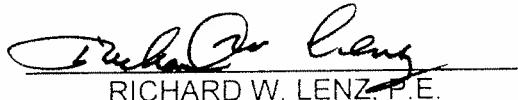
SUBJECT: AWARD OF CONSTRUCTION CONTRACT
RECONSTRUCTION AND REPAIR OF TENNIS COURTS
VARIOUS TOWN PARKS
CONTRACT NO.: DP16-147
ACCOUNT NO.: PKS H 7197 20000 000 1502 001
PROJECT ID: 1502PKSA 09

On May 17, 2017, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Metro Paving LLC, 500 Patton Avenue, West Babylon, NY 11704, submitted the lowest responsive bid among 3 (three) in the amount of \$458,400.00.

Attached is a letter dated May 19, 2017 from the office of De Bruin Engineering, PC recommending the award of this contract to Metro Paving, LLC, in the amount of \$458,400.00. In accordance with Town policy 5% should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$481,320.00.

The estimated construction time for completion of the subject contract is 60 calendar days. Funds are available for the subject contract work in Account No. PKS H 7197 20000 000 1502 001.


We concur with the recommendation of De Bruin Engineering, PC and request that Contract No. DP16-147 be awarded to Metro Paving LLC, 500 Patton Avenue, West Babylon, NY 11704 in the total bid amount of \$458,400.00 and that 5% be applied to the low bid amount for a total bid encumbrance of \$481,320.00.


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

RWL/MR/SC
Attachments

cc: Town Attorney (w/10 copies)
Christine M. Wiss, Deputy Comptroller
Kathy Stefanich, Public Works
Eric Tuman, Commissioner/General Services
Joseph G. Pinto, Commissioner/Parks

DP16-147_RECONSTRUCTION AND REPAIR OF TENNIS COURTS VARIOUS TOWN PARKS_AWARD



May 19, 2017

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

Re RECONSTRUCTION AND REPAIR OF TENNIS COURTS AT
VARIOUS TOWN PARKS
Contract No. DP16-147
Bid No. PW 026-17
Project No. 6078
Bid Review

Dear Commissioner:

Bids were received on the referenced project on May 17, 2017 and 3 contractors submitted proposals as seen below:

CONTRACTOR	SUBMITTED BID TOTAL
Metro Paving, LLC	\$458,400.00
The LandTek Group, Inc.	\$541,000.00
Louis Barbato Landscaping Inc.	\$569,700.00

The engineer's estimate for the project was \$511,909.00

Metro Paving, LLC is the lowest bidder at \$458,400. Review of Metro's references indicates an experienced paving contractor that has performed tennis court construction and athletic surfaces for various municipalities, schools and commercial businesses. We have worked with the contractor in the past and have found that the contractor completed their work in substantial conformance with the contract requirements and on schedule.



5/19/2017

The bid results were competitive with quality contractors. The proximity of Metro's bid to all other bidders and the Engineer's Estimate suggest a fair price for the work and schedule proposed.

Based on the foregoing analysis we find no reason not to recommend award of this contract to Metro Paving, LLC in the amount of \$458,400.

We are available to discuss this recommendation at your convenience.

Sincerely yours,

Handwritten signature of Robert W. de Bruin in black ink.

Robert W. de Bruin, P.E.

Encls.



REVIEWS OF

TOTAL

810 BOND OR CHECK ATTACHED

© 2004 by The McGraw-Hill Companies, Inc.

YES
YES
N/A
YES
YES

WHEREAS, Resolution No. 743-2015, adopted on December 15, 2015, authorized Lizardos Engineering Associates, P.C., to provide engineering services under Contract No. PWC18-16, On-Call Engineering Services Relative to Electrical Engineering; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated May 19, 2017 has requested that the Comptroller issue an encumbrance order in an amount not to exceed \$16,000.00, under Contract No. PWC18-16, for engineering services for electrical engineering relative to design and construction inspection services regarding park lighting at Plainview-Old Bethpage Park and Syosset-Woodbury Park, with funds to be drawn from Account No. PKS H 7197 20000 1502 001,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$16,000.00, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. PKS H 7197 20000 1502 001, for Contract No. PWC18-16, in connection with the abovementioned Project.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works
Parks

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

May 19, 2017

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC 18-16
ELECTRICAL ENGINEERING
ACCOUNT NO.: PKS H 7197 20000 1502 001
PROJECT ID: 1502 PKSA-06


RECEIVED
MAY 21 2017
LEGISLATIVE

The consultant, Lizardos Engineering Associates, P.C., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC 18-16 by Resolution No. 743-2015 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated May 10, 2017 from Lizardos Engineering Associates, P.C. regarding the scope of work to be performed in an amount not to exceed \$16,000.00.

Attached is an availability of funds in the amount of \$16,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 1502 001.

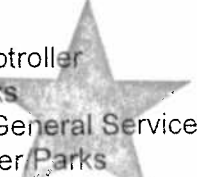
It is hereby requested that the Town Board authorize by Resolution Lizardos Engineering Associates, P.C. under Contract No. PWC 18-16, On-Call Technical Assistance Relative to Electrical Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


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

RWL/MR/SC/

Attachment

cc: Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathy Stefanich, Public Works
Eric Tuman, Commissioner/General Services
Joseph G. Pinto, Commissioner/Parks



PWC 18-16 - LIZARDOS - ON CALL SERVICE REQUEST_16,000

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 17, 2017

TO : JOSEPH PINTO, COMMISSIONER
DEPARTMENT OF PARKS

FROM : MATTHEW RUSSO, P.E., DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

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


SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC18-16
ON-CALL SERVICES RELATIVE TO ELECTRICAL ENGINEERING
LIZARDOS ENGINEERING ASSOCIATES, P.C.


The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$16,000.00.

Funds are required for design and inspection services, as per the attached letter from Lizardos Engineering Associates, P.C., dated May 10, 2017.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$16,000.00 and Resolution No. 743-2015 authorizing Lizardos Engineering Associates, P.C. for on-call services.

If you have any questions, please contact Brian Kunzig, Division of Engineering, at extension 5741.


MATTHEW RUSSO, P.E.
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS


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

RWL:MR:BK

Attachments

c: Kathleen Stefanich, Administration/DPW
Joseph Pinto, Commissioner/Parks
PWC18-16 AVAIL 19000 LIZARDOS





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



Requesting Division/Department

Parks

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

Contract Number PWC18-16

Contract Period January 1, 2016 through December 31, 2017

Consultant/Contractor Lizardos Engineering Associates, P.C.

Discipline Electrical Engineering

Total Authorization \$50,100.00

Resolution No. 743-2015 Date 12/15/2015

Funded To Date \$34,100.00

Amount Requested \$16,000.00

Account To Be Used PKS H 7197 20000 1502 001

If Capital Account, State The Related Contract Number: 1502 PKSA-06

Description Of Work

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

Funds are required for design and construction inspection services regarding

park lighting at Plainview-Old Bethpage Park and Syosset-Woodbury Park.

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

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$

Requesting Division/Department

Signature [Signature]
Title COMMISSIONER OF PARKS
Date 5/18/17

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]
Title Commissioner of Public Works
Date 5/18/17

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 16,000.00

Unencumbered Balance 100,000.00

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

Signature [Signature] Date 5/19/17



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2016

Contract No. PWC18-16

Contract End 12/31/2017

Commencement Date _____

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

Vendor Name and Address

Lizardos Engineering Associates, P.C.

200 Old Country Road

Suite 670, Mineola NY 11501

Requesting Town Department Parks

Contact Brian Kunzig Phone 677-5741

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

Funds are required for design and construction inspection services regarding

park lighting at Plainview-Old Bethpage Park and Syosset-Woodbury Community Park.

This work order shall not exceed \$ 16,000.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title Commissioner of Parks

Commissioner of Public Works

Date 5/18/17

Date 5/18/17



HEADQUARTERS
200 Old Country Road | Suite 670
Mineola | New York 11501
v 516 484 1020 | f 516 484 0926

NEW YORK CITY OFFICE
240 West 35th Street | Suite 304
New York | NY 10001
v 212 967 7651 | f 212 967 7654

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FOUNDING PARTNER
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ASSOCIATES
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Robert B. Foley, PE
Jaime M. Moya, PE
Thomas Roberts

May 10, 2017

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

Reference: Town of Oyster Bay Parking Lot Lights Upgrade
Plainview-Old Bethpage Community Park
Syosset-Woodbury Community Park
Lizardos Proposal No. 9296

Dear Mr. Russo:

As requested Lizardos Engineering Associates, P.C. (Lizardos) has prepared this proposal to provide electrical engineering services for the referenced project.

Design electrical distribution for the upgrade of parking lot lights at each of the two (2) referenced Town of Oyster Bay parks.

Lizardos intends to provide the following Scope of Services in connection with this project.

SCOPE OF SERVICES

General

1. Lizardos will follow the schedule set by the Owner.
2. Lizardos will coordinate with all federal, state and local agencies to assure that electrical services provided, comply with all applicable laws, codes, rules and regulations.
3. Lizardos will prepare all construction drawings and specifications in compliance with all Federal, New York State and local codes, laws, rules and regulations.
4. At the end of the design for this project, Lizardos shall provide one set of reproducible contract drawings and an electronic copy (CD Rom) of all AutoCAD drawings.

Design Phase Services (Typical for Each Park)

1. Meet with Engineering and park staff to review requirements. Town of Oyster Bay will provide with existing drawings of the park to Lizardos.
2. Lizardos will create AutoCAD drawings of the parking lots.
3. Survey the facility and ascertain existing conditions.
4. Design and prepare electrical layout design for electric lighting circuitry for the two parks using existing switchboard/distribution panelboards.
5. Syosset-Woodbury Community Park – Replacement of 19 LED fixtures on 9 existing poles and reconnect to the existing 480V at the poles in remote enclosures.
6. Plainview-Old Bethpage Community Park – Replacement of 8 LED fixtures on 2 existing poles and reconnect to existing 480V at the pole in remote enclosures.
7. Develop contract documents consisting of engineering drawings and specifications for the electrical design in conformance with the New York State Building Codes and local regulations.
8. Lighting photometrics. Fixture selection and specifications will be provided by Owner.

Construction Phase Services

1. Review shop drawings to determine conformance with Lizardos specifications.
2. Respond to any Contractor Requests For Information (RFI's).
3. Attend two (2) field visits to the construction site for each park to observe progress and compliance with the contract documents and attend meetings if requested.
4. Assist Owner's Building Department expediter in filling out technical portions of forms and sealing appropriate forms for filing purposes.
5. Visit the site at completion of construction to prepare a punch list of incorrect or incomplete work.

SERVICES NOT INCLUDED

1. Any work associated with asbestos or any hazardous material.
2. Design of any new electrical service.
3. Controlled Inspections.
4. Filing of any electrical drawings and associated fees.
5. Civil or structural engineering.

FEES

The engineering fee for the Scope of Services described shall be based on the total number of hours worked applied against an upset (not to exceed) fee as described below. All engineering services shall be billed monthly and shall be based on the actual employee salaries utilizing an overhead and profit multiplier of 2.75.

Engineering Fee Breakdown

Syosset Woodbury Park	\$9,000.00
Plainview Old Bethpage Park	6,500.00
Reimbursables*	500.00
<hr/>	
Total Fee	\$16,000.00

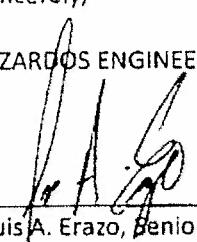
**Reimbursable expenses to be invoiced in addition to the above fees are as described in the attached Terms and Conditions.*

We will schedule work for this project upon our receipt of your written authorization to proceed. This proposal will remain in effect for 60 days from the date of this proposal.

We trust that the terms set forth in this proposal as well as our Standard Terms and Conditions, which are enclosed and constitute a part of our proposal sufficiently detail the engineering services which you require Lizardos to provide in connection with this project. If you find these terms acceptable, please sign and return a copy of this proposal. If you should have any questions, please feel free to call me.

Sincerely,

LIZARDOS ENGINEERING ASSOCIATES, P.C.



Luis A. Erazo, Senior Electrical Engineer

cc: Ms. M. Cocchi, Lizardos

ACCEPTED: TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS

By

Name and Title

Date

STANDARD TERMS AND CONDITIONS



REIMBURSABLE EXPENSES

One set of reproducible contract documents is included in the base fee.

Out-of-pocket reimbursable expenses shall be billed at cost and shall include but not be limited to the following:

- Drawing and specification reproduction
- Out of town expenses for transportation, meals and lodging
- Expedited delivery services.

INTEREST ON DELAYED PAYMENTS

All payments for services and expenses are due and payable within thirty (30) days after the date appearing on Lizardos' invoice. In the event the Client should fail to make payment within such thirty-day period, then the amount due Lizardos shall include interest at the rate of 1% per month from and after said thirtieth day. In addition, Lizardos may, after giving seven (7) days' written notice to Client, suspend services under this agreement until it has been paid in full all amounts due for services and expenses.

ADDITIONAL SERVICES

Any services which are not identified in the scope of work contained in the proposal shall be deemed additional services for which Lizardos shall be compensated for based on the hourly billing rate schedule then in effect.

RESPONSIBILITY FOR PAYMENT

Payment of Lizardos' invoices for services shall not be contingent upon Client's receipt of payment from third parties unless otherwise agreed to in writing.

INSTRUMENTS OF SERVICE

Drawings, specifications and other documents, including but not limited to, electronic storage media prepared by Lizardos for this project shall be considered instruments of service. Lizardos shall grant to the Client a non-exclusive license to use these instruments of service in connection with this project only. Any use of these instruments of service on extension of this project or on other projects without Lizardos' written permission shall be considered unauthorized use, and the Client shall be solely at risk for any consequences. Further, the Client agrees to indemnify, defend and save Lizardos harmless from and against all claims, actions or suits arising out of or related to the Client's unauthorized use of these instruments of service.

ELECTRONIC MEDIA

Drawings and specifications stored on electronic media (floppy disks, tapes, CDs, etc) are subject to deterioration resulting in loss of data and file corruption. Lizardos shall not be liable for data loss, undetected changes or alterations, or file corruption resulting from such deterioration in electronic media delivered to the Client for his use.

NO FIDUCIARY RESPONSIBILITY

Client confirms that neither Lizardos nor any of Lizardos' subconsultants have offered any fiduciary service to Client and no fiduciary responsibility shall be owed to Client by Lizardos or any of Lizardos' subconsultants as a consequence of Lizardos entering into this agreement with Client.

LIMITATION OF LIABILITY

Lizardos makes no warranty, either express or implied, as to Lizardos' findings, recommendations, plans, specifications or professional advice other than to covenant that Lizardos shall endeavor to perform its services in accordance with generally accepted standards of practice in effect at the time of Lizardos' performance.

ASBESTOS

Unless otherwise agreed to pursuant to a separate written agreement, Lizardos' services hereunder shall not include any services associated with the handling, removal or abatement of asbestos or any other types of hazardous materials.

CONTROLLING LAW

This agreement shall be construed and interpreted in accordance within the laws of the State of New York. Any claim, action or suit to be commenced by either party to this agreement shall be commenced in a court of competent jurisdiction located within the State of New York, County of Nassau.

COSTS TO LIZARDOS

In the event it becomes necessary for Lizardos to incur any costs or expenses in the collection of monies due Lizardos from Client or to enforce any of its rights or privileges hereunder, Client, upon demand, shall reimburse Lizardos for all such costs and expenses (including, but not limited to, reasonable attorney's fees).

Reviewed By
Office of Town Attorney

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request and recommend that Nassau Suffolk Engineering & Architecture, PLLC, Lockwood, Kessler, and Bartlett, Inc., Sidney B. Bowne & Son, LLP, Lizardos Engineering Associates, PC, John A. Grillo Architect, PC, D & B Engineers and Architects, P.C., Holzmacher, McLendon & Murrell PC, and LiRo Engineers, Inc. be authorized to provide on-call engineering services in connection with Contract No. PWC18-16, On-Call Engineering Services Relative to Electrical Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Nassau Suffolk Engineering & Architecture, PLLC, Lockwood, Kessler, and Bartlett, Inc., Sidney B. Bowne & Son, LLP, Lizardos Engineering Associates, PC, John A. Grillo Architect, PC, D & B Engineers and Architects, P.C., Holzmacher, McLendon & Murrell PC, and LiRo Engineers, Inc. have an open-ended service agreement with the Town under which the services will be provided; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and Nassau Suffolk Engineering & Architecture, PLLC, Lockwood, Kessler, and Bartlett, Inc., Sidney B. Bowne & Son, LLP, Lizardos Engineering Associates, PC, John A. Grillo Architect, PC, D & B Engineers and Architects, P.C., Holzmacher, McLendon & Murrell, PC, and LiRo Engineers, Inc. are hereby authorized and directed to provide on-call engineering services, in connection with Contract No. PWC18-16, On-Call Engineering Services Relative to Electrical Engineering, from January 1, 2016 through December 31, 2017; and be it further

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

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

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

cc:

Supervisor
Town Attorney
Comptroller (2)
Public Works



WHEREAS, Resolution No. 264-2015, adopted on May 12, 2015, authorized D&B Consulting Engineers and Architects, P.C., to proceed with engineering services, in connection with Contract No. DPW 06-930, Engineering Services Relative to the Town of Oyster Bay Storm Water Management Plan; and

WHEREAS, Michael Cipriano, Deputy Commissioner of the Department of Public Works, by memorandum dated May 19, 2017, requested Town Board approval that D&B Engineers and Architects, P.C., be authorized under Contract No. DPW 06-930, Engineering Services Relative to the Town of Oyster Bay Storm Water Management Plan, to provide services in an amount not to exceed \$10,000.00, such services to be performed to include assisting the Town of Oyster Bay in maintaining compliance with New York State Department of Environmental Conservation General Permit for Storm Water Discharge, and further requested that the Comptroller issue an encumbrance order in an amount of \$10,000.00, with funds available in Account No. HWY H 5197 20000 000 1503 008,

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, D&B Engineers and Architects, P.C., is hereby authorized to proceed with the abovestated Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$10,000.00 for Contract No. DPW 06-930, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008.

-#-

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

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

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

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

MAY 19, 2017

TO : MEMORANDUM DOCKET

FROM : MIKE CIPRIANO
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT : TOWN OF OYSTER BAY STORMWATER MANAGEMENT PLAN
CONTRACT NO. DPW06-930
ACCOUNT NO. HWY H 5197 20000 000 1503 008
PROJECT ID #: 1503HWYDB-03

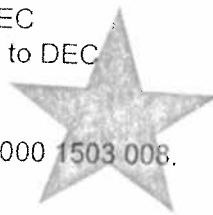
D & B Engineers and Architects, P.C. (formerly known as Dvirka & Bartilucci Consulting Engineers) provides engineering services for the Department of Planning and Development which are necessary for compliance with the Town's New York State Department of Environmental Conservation (NYSDEC) General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems.

As the services required of the consultant are dictated by the varying directives set forth by the NYSDEC and the United States Environmental Protection Agency (USEPA), the Department of Public Works, on behalf of the Department of Planning and Development, requests funding authorizations for the consultant on a periodic basis in order to fulfill these obligations. This authorization request is to provide for services performed by the consultant for 2017.

Attached is a letter from D & B Engineers and Architects, P.C., dated April 7, 2017 concerning a request for authorization in the amount of \$10,000.00 for on-going services to provide oversight services relative to the Town's Stormwater Management Program which include:

- Prepare 2017 SWMP Annual Report for Submittal to NYSDEC
- Assist in complying with the annual reporting requirements of the MS4 General Permit
- Prepare 2017 SWMP Interim Progress Report for Submittal to DEC
- Prepare GP-0-17-002 Notice of Continue Coverage for Submittal to DEC
- Assist in reviewing requirements of GP-0-17-002

Funds are available for this purpose in Account No. HWY H 5197 20000 000 1503 008.



TO: Memorandum Docket
Page 2

It is hereby requested that the Town Board authorize, by resolution, the above-noted additional engineering services fees in the amount of \$10,000.00 for D & B Engineers and Architects, P.C., relative to the Storm Water Management Plan, Contract No. DPW06-930.



MIKE CIPRIANO
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

MC:SC

Attachment

cc: Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathy Stefanich, Public Works
Eric Tuman, Commissioner/General Services
Neil Bergin, Commissioner/Environmental
John Bishop, Highway

DPW06-930 D&B DOCKET 2017 Letter





D&B ENGINEERS AND ARCHITECTS, P.C.

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Vice President

Dir. of Architecture

Michael P. Scarrillo, AIA, NCARB

Senior Associates

Ellen R. DeOrsay
Matthew R. DeVinney, P.E.
Frank DeVita
Joseph A. Fioraliso, P.E.
Michael R. Hofgren
Christopher Koegel, P.E., CCM
Jamil Miranda, P.E.
Olga Mubarik
Adam Remick, P.E.
Daniel Shabat, P.E.

Associates

Meredith A. Byers
Anthony M. Caniano
Rudolph F. Cannavale
James J. Magda
Michele Mastrangelo
Robbin A. Petrella
Swaroop C. Puchalapalli, P.E.
Edward J. Reilly
Michael G. Savarese, P.E.
Stephen E. Tauss, P.G.

330 Crossways Park Drive, Woodbury, New York 11797

516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

April 7, 2017

Mr. Matthew Russo, P.E.
Town of Oyster Bay
Department of Public Works
150 Miller Place
Syosset, NY 11791

Re: Proposal for 2017 Storm Water Management Program Services
MS4 Permit Compliance Activities

Dear Mr. Russo:

D&B Engineers and Architects, P.C. (D&B) is pleased to provide you with this proposal to continue assisting the Town in maintaining its mandated compliance with the DEC General Permit for Stormwater Discharges from MS4s. As you are aware, the current version of the MS4 General Permit (No. GP-0-15-003) is due to be renewed and replaced later this year with an updated version of the MS4 General Permit (No. GP-0-17-002). When final, GP-0-17-002 will replace the current MS4 General Permit, include additional regulatory requirements, and be effective for a five-year term. D&B has been closely following the MS4 General Permit renewal process and provided stakeholder input to the DEC Permit Renewal Subcommittee. As part of our annual municipal storm water tasks for the Town, D&B will review DEC's continued proposed revisions to the MS4 General Permit and associated materials.

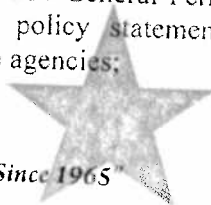
As in previous years, our proposal focuses on the required Annual Report and offers selected services aimed at supporting the Town's Storm Water Management Program (SWMP) in accordance with other provisions of the MS4 General Permit. We offer the following selected services based on our monitoring of DEC/EPA MS4 General Permit renewal process, enforcement activities, administrative orders, compliance schedules, fines and our understanding of the Permit provisions upon which they appear to be particularly focused:

Task 1: Prepare 2017 SWMP Annual Report for Submittal to DEC

To assist the Town in complying with the annual reporting requirements of the MS4 General Permit, D&B will:

- Review and incorporate new or revised MS4 General Permit or annual reporting requirements based on new policy statements, guidance memoranda or forms from federal or state agencies;

"50+ Years of Facing Challenges, Finding Solutions... Since 1965"



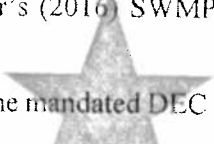
Mr. Matthew Russo
Town of Oyster Bay
Department of Public Works
April 7, 2017

Page 2

- Consult with Town staff in person, via e-mail and/or teleconference to conduct a review of:
 - The current MS4 General Permit requirements;
 - The Town's comprehensive SWMP activities since March 2016; and
 - The Town's Watershed Improvement Strategy (WIS) activities and progress towards meeting the MS4 General Permit milestones and requirements for reducing the discharge of pollutants to Hempstead Harbor, Cold Spring Harbor and Oyster Bay Harbor since September 2016;
- Evaluate comments, if any, from DEC on last year's (2015-2016) SWMP Annual Report as applicable;
- Prepare a Draft SWMP Annual Report on the mandated DEC reporting form for review by the Town;
- Assist the Town in making the Draft SWMP Annual Report available for public review;
- Incorporate comments provided by the Town and/or the public on the Draft SWMP Annual Report as applicable; and
- Prepare the Final SWMP Annual Report for signature and submittal by the Town to DEC by June 1, 2017.

Task 2: Prepare 2017 SWMP Interim Progress Report for Submittal to DEC

To assist the Town in complying with the semi-annual reporting requirement of the MS4 General Permit, D&B will:

- Review and incorporate new or revised MS4 General Permit or semi-annual reporting requirements based on new policy statements, guidance memoranda or forms from federal or state agencies;
 - Consult with Town staff in person, via e-mail and/or teleconference to conduct a semi-annual review of the Town's WIS activities between March 2017 and September 2017;
 - Evaluate comments, if any, from DEC on last year's (2016) SWMP Interim Progress Report as applicable;
 - Prepare a Draft SWMP Interim Progress Report on the mandated DEC reporting form for review by the Town;
- 

Mr. Matthew Russo
Town of Oyster Bay
Department of Public Works
April 7, 2017

Page 3

- Incorporate comments provided by the Town as applicable; and
- Prepare the Final SWMP Interim Progress Report for signature and submittal by the Town to DEC by December 1, 2017.

Task 3: Prepare GP-0-17-002 Notice of Intent to Continue Coverage for Submittal to DEC

It is anticipated that the submittal of a Notice of Intent (NOI) will be a required condition to continue coverage under the MS4 General Permit once it is reissued later this year. To assist the Town in complying with the NOI requirements to continue coverage under the reissued MS4 General Permit, D&B will:

- Review the reissued MS4 General Permit and incorporate the requirements for continuing coverage from GP-0-15-003 for existing MS4 Operators;
- Consult with Town via teleconferences and/or email to obtain the necessary information to complete the NOI to continue coverage;
- Prepare a Draft NOI to continue coverage on the mandated DEC form for review by the Town;
- Incorporate comments provided by the Town as applicable; and
- Prepare the Final NOI to continue coverage for signature and submittal by the Town to DEC.

Task 4: Two Meetings to Review Requirements of GP-0-17-002

Under this task, D&B will attend two meetings with Town representatives to review and discuss the revised and/or additional requirements in GP-0-17-002 once it is issued later this year. The Town's responsibilities for the MS4 General Permit provisions for the following Minimum Control Measures, as well as impaired waters and administrative requirements, will be discussed with Town personnel involved in the supervision and implementation of the Town SWMP:

- Public Education and Outreach
- Public Involvement / Participation
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control
- Post-Construction Storm Water Management

Mr. Matthew Russo
Town of Oyster Bay
Department of Public Works
April 7, 2017


Page 4

- Pollution Prevention/Good Housekeeping for Municipal Operations

The estimated initial budget to provide the Town the required information necessary to meet the NYSDEC regulations for these tasks is \$10,000.

We have appreciated the opportunity to assist the Town with storm water management in the past and look forward to continuing those efforts. If there are any questions, please do not hesitate to call us at (516) 364-9890.

Very truly yours,



Steven A. Fangmann, P.E.
Executive Vice President



SAF/MAB/kap
•3490\SAF05\917MR-Lit

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, subsequent to direct solicitation and public notice seeking proposals for a surf school at TOBAY Beach, by memorandum dated May 25, 2017, requested that the Town Board authorize the Town Attorney's Office to negotiate and approve a contract with Skudin Surf Inc., to be executed by the Supervisor and/or his designee, for a comprehensive package of surfing lessons, surf summer camp and related activities, resulting in revenue to the Town with a base of \$4,000 for the 2017 season, \$4,500 for the 2018 season, and \$5,000 for the 2019 season, with additional revenue expected from stand-up paddle board rentals, sales and lessons,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, to authorize the Town Attorney's Office to negotiate and approve a contract with Skudin Surf Inc. and the Supervisor and/or his designee is hereby authorized to execute the agreement for a comprehensive package of lessons, surf summer camp and related activities, resulting in revenue to the Town, from 2017 through 2019.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

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Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: May 25, 2017


SUBJECT: Supplemental Memo Docket of May 23, 2017, Item #7
Agreement Authorization

On April 11, 2017, via direct solicitation and public notice, a Request for Proposal was released seeking proposals for a summer surf school at TOBAY Beach. As a result of these solicitation efforts, two proposals were submitted on or before the deadline of April 24, 2017. Of these two submissions reviewed and evaluated by the committee, the proposal offered by Skudin Surf Inc. offered the most comprehensive package of lessons, surf summer camp and other related activities. Skudin Surf Inc. also provides a highly qualified staff with exceptional experience. In addition, the projected revenue to the Town, as offered by Skudin Surf Inc., was superior to the other offering.

The revenue to the town will be a base \$4,000 (June through August) for the 2017 season; \$4,500 for the 2018 season, and \$5,000 for the 2019 season. Stand up paddleboard rentals and lessons will provide additional revenue to the Town of Oyster Bay and are projected to provide an additional \$1,350 for the 2017 season; \$1,500 for the 2018 season, and \$1,650 for the 2019 season. The additional fees for the stand-up paddleboard rentals are based upon a 15% fee of net paddleboard rental sales. The proposer has identified net sales as the amount of revenue due to the Town as calculated by deducting operating expenses that include staff, uniforms, equipment, pick-up, and delivery of racks and advertising from the estimate Stand Up Paddle Board sales, which includes private lessons, semi-private lessons, group lessons, and rentals.

Pursuant to the provisions of the Town of Oyster Bay Procurement Policy, Guideline 6, Skudin Surf Inc. has demonstrated a "a special technical skill, training or expertise" and has been selected based upon the criteria established in the aforementioned section. Skudin Surf Inc. has completed a Financial Disclosure and has complied with the provisions of Guideline 9 of the Town Procurement Policy.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement with Skudin Surf Inc. to be negotiated and approved by the Town Attorney and further authorize the Supervisor and/or his designee to execute said agreement.


Joseph G. Pinto
Commissioner

JGP:ca
Attachments
cc: Office of the Town Attorney (with 10 copies)



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Town of Oyster Bay

Inter-Departmental Memorandum

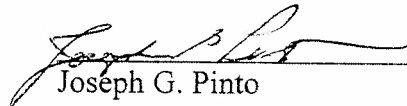
TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks


DATE: May 22, 2017

SUBJECT: Surf School and Summer Surf Camp at TOBAY Beach

The Department of Parks will submit a formal request for the approval of a contract for the Surf School and Summer Surf Camp at TOBAY Beach in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board Meeting to be held on June 6, 2017.


Joseph G. Pinto
Commissioner

JGP:GB:ca
cc: Town Attorney (original with 10 copies)



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

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

cc: Supervisor
Town Attorney

Meeting of September 17, 2002

WHEREAS, the Office of the Town Attorney anticipates that significant litigation will be generated by the recently discovered contamination at Bethpage Community Park, and it is in the Town's best interest to retain outside counsel, at this time, to assist the Office of the Town Attorney to ensure proper protection with respect to potential claims against the Town and remediation of the existing environmental conditions at the Park; and

WHEREAS, the foregoing matter involves the utilization of resources beyond what can be supplied by the Office of the Town Attorney, and knowledge of legal issues of a specialized nature; and

WHEREAS, Gregory J. Giammalvo, Town Attorney, by memorandum dated August 20, 2002, recommends that the law firm of Rivkin Radler, LLP, EAB Plaza, Uniondale, New York, be retained, nunc pro tunc from August 19, 2002, to represent the Town in the aforementioned matter, at a cost not to exceed \$75,000.00, with funds to be drawn from Account No. H 4171.2001,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Gregory J. Giammalvo, Town Attorney, the law firm of Rivkin Radler, LLP, EAB Plaza, Uniondale, New York, is hereby retained, nunc pro tunc from August 19, 2002, to represent the Town of Oyster Bay to ensure proper protection with respect to potential claims against the Town and remediation of the existing environmental conditions at Bethpage Community Park, at a total cost not to exceed \$75,000.00, at the rate of \$250.00 per hour for partners, \$150.00 - \$195.00 per hour for associates, and \$90.00 per hour for paralegals, plus costs and disbursements; and be it further

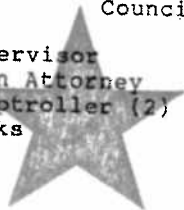
RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. H 4171.2001, or any other appropriate account, upon submission of a duly certified claim, approved by the Town Attorney, after audit.

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

Supervisor Venditto	Aye
Councilman Delligatti	Aye
Councilman Muscarella	Aye
Councilwoman Eisler	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilwoman McCaffery	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney



WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND CHAPTER 64 OF THE TOWN CODE OF THE TOWN OF OYSTER BAY TO ADD A NEW SECTION 64-11 ENTITLED 'PURCHASING IN RELATION TO PROHIBITING THE TOWN FROM ENTERING INTO CONTRACTS WITH CERTAIN INDIVIDUALS OR COMPANIES'"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on June 6, 2017, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated June 5, 2017, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 20, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and Item No. 25, relative to "purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials" and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that the adoption of such Local Law is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 20; and be it further

RESOLVED, That said Local Law⁴ -17, entitled "A LOCAL LAW TO AMEND CHAPTER 64 OF THE TOWN CODE OF THE TOWN OF OYSTER BAY TO ADD A NEW SECTION 64-11 ENTITLED 'PURCHASING IN RELATION TO PROHIBITING THE TOWN FROM ENTERING INTO CONTRACTS WITH CERTAIN INDIVIDUALS OR COMPANIES'", is hereby adopted, and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
General Services

7/13
Reviewed By
Office of Town Attorney

WHEREAS, the Town of Oyster Bay ("Town") holds title to a 43.21 acre parcel of land, located in East Norwich, Town of Oyster Bay, New York, known and designated as Section 24, Block B, Lot 377, on the Land and Tax Map of the County of Nassau, which land is adjacent to New York State Route 106; and

WHEREAS, the Town holds title to a 9 acre parcel of land located on Washington Avenue in Plainview, Town of Oyster Bay, New York, known and designated as Section 13, Block B, Lot 354, on the Land and Tax Map of the County of Nassau; and

WHEREAS, the Town has dedicated a portion of said parcels as parkland; and

WHEREAS, the State of New York would like to purchase both parcels from the Town; and

WHEREAS, New York State Senator Carl Marcellino has introduced a Bill in the New York State Senate, Bill No. S6587, authorizing the sale of said parcels and purchase of same by New York State;

WHEREAS, Senate Bill No. S6587, submitted by Senator Carl Marcellino, requires a Home Rule Request from the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay hereby supports Senate Bill No. S6587 as set forth hereinabove and the purchase of said parcels by New York State from the Town of Oyster Bay; and be it further

RESOLVED, That the Supervisor and the Town Clerk are hereby authorized to sign the appropriate number of Home Rule Request forms in support of Senate Bill No. S6587 as discussed above; and be it further

RESOLVED, That the Town Clerk shall forward a copy of this resolution, together with executed Home Rule Request Forms, to Anthony Piscitelli, Esq., New York State Senate, and to David J. Mushett, Esq., New York Assembly.

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney
[Signature]