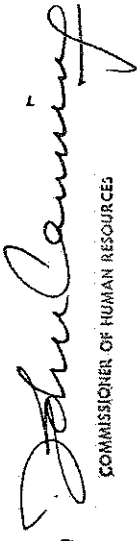


APPROVED  
  
COMMISSIONER OF HUMAN RESOURCES

Meeting of July 30, 2019

RESOLUTION P-14-19

WHEREAS, The 2019 Budget, adopted October 30, 2018 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

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

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

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

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

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

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
048-19	HWY	\$500.00	HWY DB 5110 41730 000 0000
		\$500.00	TO HWY DB 5110 41600 000 0000
		\$1,000.00	FROM HWY DB 5110 41400 000 0000
		\$1,000.00	TO HWY DB 5110 41600 000 0000
		\$500.00	FROM HWY DB 5110 41720 000 0000
		\$500.00	TO HWY DB 5110 41600 000 0000
		\$500.00	FROM HWY DB 5110 41770 000 0000
		\$500.00	TO HWY DB 5110 41600 000 0000
		\$500.00	FROM HWY DB 5110 41900 000 0000
		\$500.00	TO HWY DB 5110 41600 000 0000
		\$500.00	FROM HWY DB 5110 46100 000 0000
		\$500.00	TO HWY DB 5110 41600 000 0000
049-19	HWY	\$4,000.00	FROM HWY SD 8540 45100 000 0000
		\$4,000.00	TO HWY SD 8540 41600 000 0000
		\$1,000.00	FROM HWY SD 8540 41900 000 0000
		\$1,000.00	TO HWY SD 8540 41600 000 0000
		\$900.00	FROM HWY SD 8540 41750 000 0000
		\$900.00	TO HWY SD 8540 41600 000 0000
050-19	IGA	\$53,000.00	FROM IGA CD 6293 48080 000 CW18
		\$53,000.00	TO IGA CD 6293 12020 000 CW18
051-19	DPW	\$7,000.00	FROM DPW SR 8160 41400 000 0000
		\$7,000.00	TO DPW SR 8160 41600 000 0000

Reviewed By  
Office of Town Attorney

*John M. Miller*

052-19	DGS	\$15,000.00	FROM DGS A 1620 41310 000 0000
		\$15,000.00	TO DGS A 1620 41600 000 0000
		\$10,000.00	FROM DGS A 1620 41310 000 0000
		\$10,000.00	TO DGS A 1620 25000 000 0000

#

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

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

2.A

TOWN OF OYSTER BAY  
Inter-Departmental Memo

June 28, 2019

TO: MEMORANDUM DOCKET

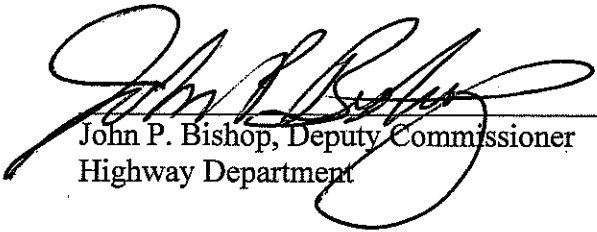
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

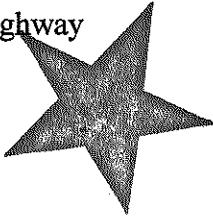
SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
From: HWY DB 5110 41730 000 0000	ASPHALT	\$500.00
HWY DB 5110 41400 000 0000	UNIFORMS	\$1,000.00
HWY DB 5110 41720 000 0000	SMALL TOOLS	\$500.00
HWY DB 5110 41770 000 0000	SAND, STONE & GRAVEL	\$500.00
HWY DB 5110 41900 000 0000	GROUND SUPPLIES	\$500.00
HWY DB 5110 46100 000 0000	EQUIPMENT MAINTENANCE	<u>\$500.00</u>
		\$3,500.00
To: HWY DB 5110 41600 000 0000	MATERIALS AND SUPPLIES	\$3,500.00

This transfer is necessary to purchase lumber for various projects by Highway Operations, such as barricades and concrete forms.

  
John P. Bishop, Deputy Commissioner  
Highway Department



JPB/dp

C: Town Attorney (9)  
Comptroller's Office  
Richard Lenz, P.E., Commissioner of DPW/Highway



28

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

July 9, 2019

**TO: MEMORANDUM DOCKET**

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

**SUBJECT: TRANSFER OF FUNDS**

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Town Board authorization is requested to transfer the following funds:

<u>Account No.</u>	<u>Object Description</u>	<u>Amount</u>
<u>From:</u> HWY SD 8540 45100 000 0000	EQUIPMENT RENTAL	\$4,000.00
HWY SD 8540 41900 000 0000	GROUND SUPPLIES	\$1,000.00
HWY SD 8540 41750 000 0000	STEEL-WELDING SUPPLIES	<u>\$ 900.00</u>
		\$5,900.00
 <u>To:</u> HWY SD 8540 41600 000 0000	 MATERIALS AND SUPPLIES	 \$5,900.00

This transfer is necessary to purchase rakes, shovels, brooms, and tampers.



John P. Bishop, Deputy Commissioner  
Highway Department

JPB/dp

C: Town Attorney (9)  
Comptroller's Office  
Richard Lenz, P.E., Commissioner of DPW/Highway

219

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

July 15, 2019

**TO:** MEMORANDUM DOCKET  
**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS  
**SUBJECT:** TRANSFER OF FUNDS

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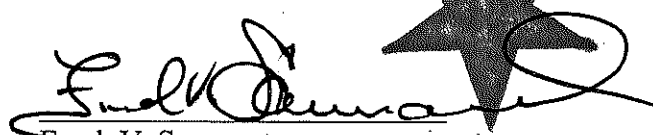
AMOUNT: \$ 53,000.00

FROM:	IGA CD 6293 48080 000 CW18 (Support Services-Contractual)	\$ 53,000.00
TO:	IGA CD 6293 12020 000 CW18 (Salaries-Internships)	\$ 53,000.00

The above listed transfer of funds is required to accommodate the Department of Intergovernmental Affairs (IGA), Division of Employment and Training's (DET) Workforce Innovation and Opportunity Act (WIOA) program expenses. All of the above referenced WIOA program funding is provided to the Town through a federal grant passed through the New York State Department of Labor.

As IGA DET is informed by NYS DOL of its annual appropriation of WIOA funding, IGA DET makes projections as to how that funding will be utilized on program expenses over the course of the fiscal year. As the fiscal year advances and actual expenditures vary from preliminary projections, transfers of WIOA funds are required to accommodate present day WIOA program needs. We therefore respectfully request a Town Board resolution authorizing the Comptroller's office to complete the above listed transfers of funds.

Thank you for your attention to this matter.

  
Frank V. Sammartano  
Commissioner

FVS:dp  
cc: Town Attorney, 9 copies

2/13

**TOWN OF OYSTER BAY**  
**DEPARTMENT OF PUBLIC WORKS**

July 22, 2019

TO: MEMORANDUM DOCKET  
FROM: RICHARD W. LENZ, P.E., COMMISSIONER OF PUBLIC WORKS/HIGHWAYS  
SUBJECT: TRANSFER OF FUNDS

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The Department of Public Works, Division of Sanitation/Recycling requests Town Board authorization to transfer the following funds:


**FROM:**

DPW SR 8160 41400 000 0000	Uniforms	\$7,000.00
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**TO:**

DPW SR 8160 41600 000 0000	Materials & Supplies	\$7,000.00
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This transfer is necessary for the payment of expenses related to safety materials for the Sanitation/Recycling Division.

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

RWL/wf

Cc: Town Attorney (9 copies)  
Steven Ballas, Comptroller

Main Account	Dimension name	Revised budget less carry-forward	Actuals less carry-forward	Encumbrance less carry-forward	Remaining budget
11000	Salaries - Regular	15,093,104.00	7,368,026.53	0.00	7,725,077
12000	Salaries - Part Time	1,800,000.00	1,163,130.00	0.00	636,870
12010	Salaries - Seasonal	0.00	0.00	0.00	0
13000	Salaries - Overtime	615,000.00	441,290.92	0.00	173,709
14000	Salaries - Shift Differential	0.00	2,555.61	0.00	-2,555
41230	Parts	0.00	0.00	0.00	0
41400	Uniforms	56,000.00	1,498.50	35,517.26	18,984
41600	Materials & Supplies	2,000.00	0.00	454.54	1,545
41700	Highway Materials	0.00	0.00	0.00	0
42100	Telephone	0.00	0.00	0.00	0
43000	Unallocated Insurance	554,133.00	277,066.50	0.00	277,066
44170	Judgments & Claims	0.00	0.00	0.00	0
46100	Equipment Maintenance	876.00	0.00	0.00	876
46300	Building, Property Maintenance	0.00	0.00	0.00	0
46520	Incinerator & Disposal Charge	9,373,522.00	3,726,421.36	5,273,157.30	373,943
47100	MTA Payroll Tax	70,032.00	38,126.43	0.00	31,905
47900	Other Expenses	0.00	0.00	0.00	0
49100	Vehicle Maintenance Charge	3,905,527.00	1,952,763.50	0.00	1,952,763
49200	Administration Costs	6,095,463.00	3,047,731.50	0.00	3,047,731
80000	Medical, Dental, Optical Insurance	8,960,000.00	4,480,000.00	0.00	4,480,000
81000	New York State and Local Retirement System (NYSLRS)	3,151,459.00	1,194,969.80	0.00	1,956,489
83000	Social Security	1,339,370.00	691,645.73	0.00	647,724
84000	Workers Compensation Insurance	3,450,000.00	1,725,000.00	0.00	1,725,000
85500	Disability Insurance	1,000.00	0.00	0.00	1,000
86200	NYS Unemployment Insurance	1,000.00	0.00	0.00	1,000
87000	Hospital Medicare Reimbursement	180,000.00	107,172.70	0.00	72,827
90000	Debt Service	0.00	0.00	0.00	0

**INTER – DEPARTMENTAL MEMO**

Date: JULY 19, 2019  
To: MEMORANDUM DOCKET  
From: ERIC TUMAN, COMMISSIONER OF GENERAL SERVICES  
Subject: **OPERATING ACCOUNTS – TRANSFER OF FUNDS**

The following transfer is respectfully requested:

FROM: DGS A 1620 41310 000 0000 PRINTING SUPPLIES \$25,000.00

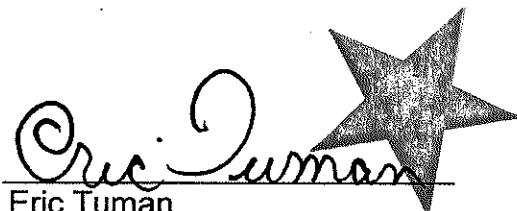
TOTAL \$25,000.00

TO: DGS A 1620 41600 000 0000 MATERIALS & SUPPLIES \$15,000.00  
DGS A 1620 25000 000 0000 GENERAL EQUIPMENT \$10,000.00

TOTAL \$25,000.00

JUSTIFICATION: TRANSFER OF FUNDS NEEDED TO COVER THE SHORTAGE  
OF AVAILABLE FUNDS FOR THE PURCHASE OF MATERIALS,  
EQUIPMENT AND SUPPLIES REQUIRED FOR DAILY  
OPERATIONS OF VARIOUS TOWN FACILITIES

Town Board approval is respectfully requested.

  
Eric Tuman  
Commissioner of General Services

ET/nl

cc: Town Attorney +9 Copies

Reviewed By  
Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 25, 2019, requested Town Board authorization to renew the Town's membership in the Nassau Municipal Swim Conference, Inc., for the year 2018, for the following community parks, nunc pro tunc, with a fee of \$850.00 each, for a total amount of \$1,700.00:

1. Marjorie R. Post Community Park; and
2. Syosset-Woodbury Community Park.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to renew the Town's membership in the Nassau Municipal Swim Conference, Inc., for the year 2018, nunc pro tunc, for the aforementioned community parks, with a fee of \$850.00 each, for a total amount of \$1,700.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account Nos. PKS SP 07 7180 47900 000 0000 for \$850.00 and PKS SP 11 7180 47900 000 0000 for \$850.00.

-#-

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

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

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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: June 25, 2019

SUBJECT: Nassau Municipal Swim Conference Inc.  
Membership Renewal 2018

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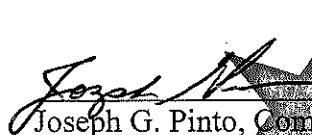
The Department of Parks has received correspondence from Nassau Municipal Swim Conference Inc. They are requesting seasonal dues for 2018 in the amount of \$1,700.00, for two teams.

The two participating teams were trained and conditioned at both our Marjorie Post Community Park Pool and our Syosset-Woodbury Community Park Pool as part of the Town of Oyster Bay Swim Team program.

After reviewing the attached pertinent information, the Department believes seasonal payment is due for 2018 and respectfully requests Town Board approval.

Funds are available in the following accounts.

Acct No. PKS-SP07-7180-47900-000-0000	\$ 850.00
Acct No. PKS-SP11-7180-47900-000-0000	\$ 850.00

  
Joseph G. Pinto, Commissioner  
Department of Parks

JGP/jb

cc: Town Attorney (Original +9 copies)

2018

# NASSAU MUNICIPAL SWIM CONFERENCE INCORPORATED

## Administrative Staff and Executive Board

Executive Director  
George J. Amitrano Jr.

Vice President

Executive Secretary  
Carole Murphy

Treasurer  
Jennifer Trotman

## Board of Governors

Participating Agencies  
Nassau County  
City of Long Beach  
Town of Hempstead  
Town of North Hempstead  
Town of Oyster Bay  
Great Neck Park District  
Village of Freeport  
Village of Garden City  
Village of Hempstead  
Village of Lynbrook  
Village of Valley Stream

Representative  
Lisa Dennis  
Kelly Ullrich  
Justine Anderson  
Kevin Hawkins  
Marissa Boccio  
Dana Baldwin  
Carole Murphy  
Steve Espey  
Jennifer Trotman  
Patrick McDermott  
Tom Roberts

## Non-Board Represented Participants

Hewlett Woodmere Public Schools  
Uniondale PAL

Laurie SanPhilippo  
Colleen Parris

Nassau Municipal Swim Conference Dues for the following participating agencies:

Agency	# of teams	Cost	Total cost	season
Town of Oyster Bay	2	\$ 850.00	\$ 1,700.00	Summer

Seasonal dues for participation in the Nassau Municipal Swim Conference requires that each agency MUST participate as follows:

- 1) Board members or a representative must attend all scheduled meetings.
- 2) Each agency must designate one coach per team to attend all coaches seasonal meetings.
- 3) A representative must attend, and assist in the running, of their teams championship meet(s)

Please remit payment to:

Jennifer Trotman – Treasurer N.M.S.C.  
91 Colonial Drive  
Massapequa, N.Y. 11758



Reviewed By  
Office of Town Attorney

Meeting of July 30, 2019

Resolution No. 434-2019

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 25, 2019, requested Town Board authorization to renew the Town's membership in the Nassau Municipal Swim Conference, Inc., for the year 2019, for the following community parks, with a fee of \$900.00 each, for a total amount of \$1,800.00:

1. Marjorie R. Post Community Park; and
2. Syosset-Woodbury Community Park.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to renew the Town's membership in the Nassau Municipal Swim Conference, Inc., for the year 2019, for the aforementioned community parks, with a fee of \$900.00 each, for a total amount of \$1,800.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account Nos. PKS SP 07 7180 47900 000 0000 for \$900.00 and PKS SP 11 7180 47900 000 0000 for \$900.00.

-#-

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

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

1  
5

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: June 25, 2019

SUBJECT: Nassau Municipal Swim Conference Inc.  
Membership Renewal 2019

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TOWN OF OYSTER BAY  
JUN 26 2019  
CLERK'S OFFICE


The Department of Parks has received correspondence from Nassau Municipal Swim Conference Inc. They are requesting seasonal dues for 2019 in the amount of \$1,800.00 for two teams.

The participating two teams will be trained and conditioned at both our Marjorie Post Community Park Pool and our Syosset-Woodbury Community Park Pool as part of the Town of Oyster Bay Swim Team program.

After reviewing the attached pertinent information, we respectfully request Town Board approval for payment of 2019 seasonal dues.

Funds are available in the following accounts.

Acct No. PKS-SP07-7180-47900-000-0000	\$ 900.00
Acct No. PKS-SP11-7180-47900-000-0000	\$ 900.00

  
\_\_\_\_\_  
Joseph G. Pinto, Commissioner  
Department of Parks



JGP/jb

cc: Town Attorney (Original +9 copies)

# NASSAU MUNICIPAL SWIM CONFERENCE INCORPORATED

## Administrative Staff and Executive Board

Executive Director  
George J. Amitrano Jr.

Vice President

Executive Secretary  
Carole Murphy

Treasurer  
Jennifer Trotman

## Board of Governors

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Nassau County  
City of Long Beach  
Town of Hempstead  
Town of North Hempstead  
Town of Oyster Bay  
Great Neck Park District  
Village of Freeport  
Village of Garden City  
Village of Hempstead  
Village of Lynbrook  
Village of Valley Stream

### Representative

Lisa Dennis  
Kelly Ullrich  
Justine Anderson  
Kevin Hawkins  
Marissa Boccio  
Dana Baldwin  
Carole Murphy  
Steve Espey  
Jennifer Trotman  
Patrick McDermott  
Tom Roberts

## Non-Board Represented Participants

Hewlett Woodmere Public Schools  
Uniondale PAL

Laurie SanPhilippo  
Colleen Parris

Nassau Municipal Swim Conference Dues for the following participating agencies:

Agency	# of teams	Cost	Total cost	season
Town of Oyster Bay	2	\$ 900.00	\$ 1,800.00	Summer

Seasonal dues for participation in the Nassau Municipal Swim Conference requires that each agency MUST participate as follows:

- 1) Board members or a representative must attend all scheduled meetings.
- 2) Each agency must designate one coach per team to attend all coaches seasonal meetings.
- 3) A representative must attend, and assist in the running, of their teams championship meet(s)

Please remit payment to:

Jennifer Trotman – Treasurer N.M.S.C.  
91 Colonial Drive  
Massapequa, N.Y. 11758

Reviewed By  
Office of Town Attorney  
*Elizabeth A. Faughnan*

WHEREAS, by Resolution No. 403-83, adopted by the Town Board on April 26, 1983, the Town Board granted the application of VANGUARD VENTURES, INC. and BADER BROS., for a Special Use Permit to erect and maintain a three-story building with a total building area of 36,000 square feet and parking facilities on grade and by garage, said proposed building to be used for offices and appurtenant facilities, on premises located in a "H" Industrial District (Light Industry), at 485 Underhill Boulevard, Syosset, in the Town of Oyster Bay, said premises being described as Section 15, Block 169, Lot 17 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Resolution No. 403-83 contained covenants and restrictions imposed upon the subject premises by the Town Board, which covenants and restrictions were amended by Resolution No. 56-84, adopted on January 3, 1984; and

WHEREAS, Wayne G. Edwards, Esq., of Sahn Ward Coschignano, PLLC, attorneys for 485 UNDERHILL BLVD. LLC, current fee owner of the premises, by letter dated June 13, 2019, requested that the Town Board terminate the conditions contained in Resolution No. 403-83 and Resolution No. 56-84, since the Resolutions, by their terms, provide that the restrictions shall not be applicable or enforceable in the event the subject premises are utilized for purposes which do not require a special use permit, and in 2001 the Town Board amended the Code of the Town of Oyster Bay, permitting office use as a permitted use in the Light Industry zone, so that a special use permit was no longer required;

WHEREAS, by memorandum dated June 24, 2019, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, recommended that all of the restrictions and covenants imposed by Resolution No. 403-83 and Resolution No. 56-84 be removed as of right,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are approved and accepted, and Resolution No. 403-83, adopted on April 26, 1983, and Resolution No. 56-84, adopted on January 3, 1984, and all of the restrictions and covenants contained therein are hereby terminated.

#

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

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

12

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

**TO:** MEMORANDUM DOCKET

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

**DATE:** JUNE 24, 2019

**SUBJECT:** MODIFICATION OF RESTRICTIVE COVENANT  
485 UNDERHILL BOULEVARD  
SYOSSET, NEW YORK 11791  
SECTION 15, BLOCK 169, LOT 17

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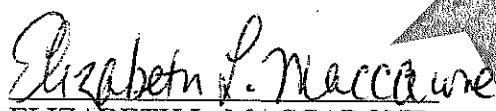
This Department is in receipt of correspondence from Wayne G. Edwards, Esq. of the law firm of Sahn Ward Coschignano, PLLC, a representative of the owner of the above mentioned property (hereinafter referred to as "applicant") dated June 13, 2019 requesting the modification of Restrictive Covenants for the above mentioned property.

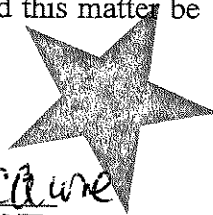
On April 26, 1983, the Town Board approved a Special Use Permit to allow offices within the Light Industrial Zone at the subject property. According to the Declaration of Restrictive Covenants enacted pursuant to the Town Board approval, it states that, "The below recited covenants, restrictions and provisions, shall apply for only so long as the subject premises is being used for the purposes authorized by the special permit granted herein and are not intended to be applicable or enforceable in the event that those purposes which do not require a special use permit in accordance with the Building Zone Ordinance of the Town of Oyster Bay, Nassau County, New York, as amended and revised, then in effect." Due to the fact that the Town of Oyster Bay amended its zoning code in 2001 to allow office use within the Light Industrial Zone, it is being requested by the applicant that all Restrictive Covenants be removed as of right.

Submitted for your review are the following documents:

- 1) Letter from Sahn Ward Coschignano, PLLC dated June 13, 2019
- 2) Town Board Resolution Number 403-83

Based on the information provided herein, it is the recommendation of this Department that the aforementioned Resolutions' Restrictive Covenants be modified as requested and this matter be referred to the Town Board for their appropriate action.

  
ELIZABETH L. MACCARONE  
COMMISSIONER



ELM:jv

Encls.

cc: Legislative Affairs (9 copies w/original)

**SAHN WARD COSCHIGNANO, PLLC**

ATTORNEYS AT LAW

THE OMNI

333 EARLE OVINGTON BOULEVARD

SUITE 601

UNIONDALE, NEW YORK 11553

TELEPHONE: (516) 228-1300

TELECOPIER: (516) 228-0038

E-MAIL: INFO@SWC-LAW.COM

WWW.SWC-LAW.COM

Planning

WAYNE G. EDWARDS

Partner

wedwards@swc-law.com

June 13, 2019

**VIA FEDERAL EXPRESS**

Town of Oyster Bay  
Department of Planning and Building  
Town Hall  
54 Audrey Avenue  
Oyster Bay, New York 11771  
Attn: Leslie Maccarone, Building Commissioner

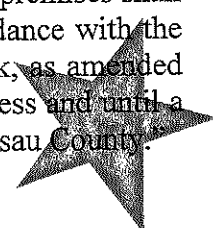
**Re: 485 Underhill Boulevard, Syosset, NY ("Property")  
Section 15, Block 169, Lot 17**

Dear Commissioner Maccarone:

This office represents 485 Underhill Blvd. LLC, owner of the above referenced Property.

The Property is improved with a three story office building ("Building"), which was constructed in 1985. I am attaching to this letter, a copy of Certificate of Occupancy No. 3080.

The Property is located in the Light Industrial Zone on the Official Zoning Map of the Town of Oyster Bay. When the Building was constructed at that time, to construct an office building in the Light Industrial Zone, a special use permit was required from the Town Board of the Town of Oyster Bay ("Town Board"). The owner of the Premises at that time, petitioned the Town Board for the special use permit and the Town Board, by Resolution No. 403-83 and 56-84 granted the special use permit, subject to certain restrictions and covenants. I have attached copies of the Resolutions to this letter. Resolution Nos. 403-83 states various restrictive terms which are numbered 1 through 14. In that same Resolution, it states that "The below recited covenants, restrictions and provisions, shall apply for only so long as the subject premises is being used for the purposes authorized by the special permit granted herein and are not intended to be and shall not be applicable or enforceable in the event that the entire subject premises shall be utilized for those purposes which do not require a special use permit in accordance with the Building Zone Ordinance of the Town of Oyster Bay, Nassau County, New York, as amended and revised, then in effect. Said special use permit shall not become effective unless and until a certified copy of this resolution shall be duly filed in the Office of the Clerk of Nassau County."



NEW YORK CITY OFFICE • THE CHRYSLER BUILDING • 405 LEXINGTON AVE. 26TH FL., NEW YORK, NY 10174 TELEPHONE (212) 829-4375

SUFFOLK OFFICE • 1300 VETERANS MEMORIAL HIGHWAY, SUITE 100, HAUPPAUGE, NY 11788 TELEPHONE (631) 203-4900

SYOSSET OFFICE • 116 JACKSON AVENUE, SYOSSET, NY 11791 TELEPHONE (516) 921-1000

2169-010 Reiffman

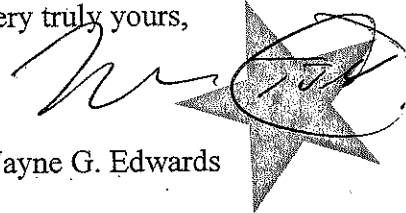
SAHN WARD COSCHIGNANO, PLLC  
Leslie Maccarone, Building Commissioner  
June 13  
Page 2

Both Resolutions were filed in the Nassau County Clerk's office, 403-83 in Liber 9472 and 56-84 in Liber 9884, Page 407.

In 2001 the Town Board amended the Zoning Code and the permitted uses in the Light Industrial Zone and office use, instead of requiring a special use permit, became a permitted use.

Pursuant to the above referenced paragraph, we are requesting that the Town Board issue a resolution in recordable form, terminating the attached Resolutions, in as much as an office use is now a permitted use in said Light Industrial Zone.

Very truly yours,



Wayne G. Edwards

WGE:tjm  
Enclosures

cc: Mr. Mitchell Reiffman

JB/M5/or

**CERTIFICATE OF OCCUPANCY**  
TOWN OF OYSTER BAY  
DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF BUILDING  
TOWN HALL, AUDREY AVENUE  
OYSTER BAY, N.Y. 11771

No. **A 9080**

ISSUED TO OWNER: Vanguard Ventures  
NAME: Vanguard Ventures  
STREET ADDRESS: 14 Cedar Swamp Rd.  
POST OFFICE: Glen Cove, N.Y. 11545  
FOR BUILDING LOCATED ON THE TAX  
MAP OF THE TOWN OF OYSTER BAY IN  
SECTION 15 BLOCK 62 LOTS 17

BUILDING PERMIT No. R1220  
APPLICATION No. 1431  
RECEIPT No. E4184  
PERMIT DATE 4/27/84  
APPEAL BOARD No.           

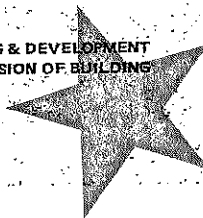
DATE Aug. 14, 1985

Zone **B1**

This CERTIFIES that the Building located at East side of Underhill Blvd., 1422' North of  
Jericho Tpke., Syosset, New York  
was constructed substantially in accordance with the plans filed for the above Building Permit and to all requirements  
of The Building Zone Ordinance and The Building Code of the Town of Oyster Bay and the occupancy is limited to the  
following use: Class Shell of a three story office building steel frame with precast  
panels 99' X 127', type 2-B construction classification C-1 occupancy with  
180 parking spaces including cellar parking. To include 1200' sq. ft. of ent  
3rd floor area for tenants. Each tenant to apply separately for C.O.  
SHOULD THE OCCUPANCY CHANGE FROM THE ABOVE LIMITATION OF USE, APPLICATION MUST BE MADE  
FOR NEW CERTIFICATE.

PLUMBING APPROVAL No. F2292 & F2212  
UNDERWRITERS CERTIFICATE  
N.B.F.U. No. 10703222

DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF BUILDING



Zone LI



Meeting of April 26, 1983

WHEREAS, VANGUARD VENTURES, INC. & BADER BROS., partnership, by petitions verified July 6, 1982 and July 19, 1982, heretofore petition the Town Board of the Town of Oyster Bay, for special permission to erect and maintain in a "H" Industrial District (Light Industry), pursuant to Sec. 508(f) of the Zoning Ordinance, a 3-story building with a total building area of 36,000 square feet and parking facilities on grade and by garage; said proposed building to be used for offices and appurtenant facilities at Syosset, New York, which premises is described below; and

WHEREAS, a duly advertised public hearing on said petition was held by the Town Board of the Town of Oyster Bay on December 7, 1982, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

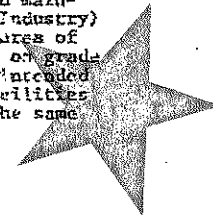
WHEREAS, Wofsey, Certilman, Haft, Lebow and Balin, Esqs., attorneys for the petitioner, by Herbert Balin, Esq., of counsel, appeared in support of the application; and

WHEREAS, the Nassau County Planning Commission, by Resolution #2369-82, adopted December 9, 1982, recommends that the Town Board of the Town of Oyster Bay take such action as it deems appropriate, the Commission having no objections or modifications; and

WHEREAS, the Town Board finds from the relevant facts and circumstances adduced at the public hearing and from facts within the personal knowledge of members of the Town Board, that because of the area, location, nature and character of the subject premises, that the premises are adequate and suitable for the requested use, that the granting of the application, subject to the covenants, restrictions and provisions contained therein imposed by the subject premises will not adversely affect the present character of the neighborhood, will not endanger the health welfare or safety of the community and will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the petition of VANGUARD VENTURES, INC. & BADER BROS., partnership for a special use permit to erect and maintain in a "H" Industrial District (Light Industry) a 3-story building with a total building area of 36,000 square feet and parking facilities on grade and by garage; said proposed building is intended to be used for offices and appurtenant facilities on the premises described below, be and the same is hereby GRANTED.

Approved by the Town Board of Oyster Bay



9472 208

ALL that certain plot, piece or parcel of land, situated in Syosset, Town of Oyster Bay, County of Nassau, State of New York, which is described as follows:

BEGINNING at a point on the south easterly side of Underhill Boulevard distant 1422.09 feet northerly and northeasterly when measured along the easterly and southeasterly side of Underhill Boulevard from the corner formed by the intersection of the easterly side of Underhill Boulevard with the northerly side of Jericho Turnpike; and

Running Thence along the southeasterly side of Underhill Boulevard, north 39 degrees 19 minutes 45 seconds east 424.99 feet to a point;

Running Thence south 48 degrees 57 minutes 27 seconds east 393.44 feet to the northerly line of land, now or formerly of Kollsman Instrument Co.,

Running Thence along the said northerly line of land of Kollsman Instrument Co., south 82 degrees 54 minutes 42 seconds west, 570.45 feet to the southeasterly side of Underhill Boulevard at the point or place of BEGINNING.

Said premises being also identified as Section 15, Block 169, Lot 17 on the Land and Tax Map of Nassau County of Nassau.

The below recited covenants, restrictions and provisions, shall apply for only so long as the subject premises is being used for the purposes authorized by the special permit granted herein and are not intended to be and shall not be applicable or enforceable in the event that the entire subject premises shall be utilized for those purposes which do not require a special use permit in accordance with the Building Zone Ordinance of the Town of Oyster Bay, Nassau County, New York, as amended and revised, then in effect. Said special use permit shall not become effective unless and until a certified copy of this resolution shall be duly filed in the Office of the Clerk of Nassau County.

9472 209



1. That only one office building shall be erected on the subject premises.

2. That the height of the building is limited to three stories with a total building area of 36,000 square feet which is to be used for offices and appurtenant facilities.

3. That special consideration shall be undertaken by the developer so as to minimize the impact of the development of the subject parcel as it relates to any and all residential property in the approximate vicinity of the subject premises.

4. That there shall be complete and strict compliance with any and all laws, ordinances, regulations or directives of the Town of Oyster Bay, County of Nassau, State of New York and the United States of America.

5. That the exterior of the building, parking areas, landscaping, planting or grass areas, fencing and all other installations visible to the public shall be continually maintained and kept in good repair and adequate drainage shall be provided in all parking areas.

6. That all debris, garbage and refuse shall be stored in covered garbage containers.

7. That no neon, rotating or moving illuminated signs shall be used on the subject premises.

8. That no lighting shall be located on the subject premises so as to be directed towards any residential property.

9. That in the event heating or air-conditioning equipment is located on the roof of the proposed building, it shall be so screened so as not to be visible to the public.

10. That there shall be provided such additional emergency exits and any and all other equipment, if any, recommended by the Office of the Fire Marshal of Nassau County.

11. That no Certificate of Occupancy shall be issued unless and until a "site plan" has been approved by Town Board resolution: which site plan shall be drawn to scale and presented in a form acceptable to the Department of Planning and Development and shall depict interior and exterior plans, the size and location of all illuminated and non-illuminated signs, the size and location of all exterior lighting, safety equipment, ingress and egress, parking, landscaping, dumpsters and any other information or details as may be required by the Department of Planning and Development.

12. That parking shall only be permitted in designated areas. All other driveway areas shall remain open at all times for fire and emergency apparatus.

13. That in the event of any violation of any kind of the restrictions, covenants or provisions contained herein or any previously imposed, or any ordinance or regulations and failure of the then owner of the real property, or any first mortgagee, to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate and any first mortgagee of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith the special use permit granted, unless a cure for such violation has been commenced and the then owner and/or any first mortgagee is diligently prosecuting the curing of any violation.

14. That the covenants and restrictions recited herein may only be changed or modified by Town Board resolution.

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

Supervisor Colby	Aye
Councilman Mosca	Aye
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye
Councilman Hines	Aye
Councilman Venditto	Aye

cc: Supervisor  
Town Board  
Town Attorney  
Comptroller(2)  
Building Div.  
Plan. & Dev. (cert.)

STATE OF NEW YORK,  
COUNTY OF NASSAU,  
TOWN OF OYSTER BAY } ss.:

I, ~~ANNE COOPER~~ ~~Town Clerk~~

~~HERBERT MOSCARELLA~~  
FANNY L. CONSENTINO

Deputy Town Clerk of the Town of Oyster Bay, and

custodian of the Records of said Town, DO HEREBY CERTIFY that I have compared the annexed with the original Resolution No. 401-33 adopted by the Town Board on April 26, 1983 approving the application of VANGUARD VENTURES, INC. & BADER BROS., Special Use Permit, Syosset, New York.

filed in the Town Clerk's Office

and that the same is a true transcript thereof, and of the whole of such original.

DEED 9472 REC 211

In Testimony Whereof, I have hereunto signed

my name and affixed the seal of said Town

this 28th day of April 1983.

*Fanny L. Consentino*  
Deputy Town Clerk

TC-7

RECORD AND RETURN  
TO  
TOWN CLERK  
OSTEEB BAY, N. Y.

MAY 8 1983

RECEIVED  
MAY 5 8 05 AM '83

RECORDED

DEED 9472 PAGE 2/2

DEED 9472

RECORDED AND RETURN  
TO  
TOWN CLERK  
OSTEEB BAY, N. Y.

11771

CR:psd

RESOLUTION NO. 403-83

Meeting of April 26, 1983

WHEREAS, VANGUARD VENTURES, INC., & BADER BROS., partnership, by petitions verified July 6, 1982 and July 19, 1982, heretofore petition the Town Board of the Town of Oyster Bay, for special permission to erect and maintain in a "H" Industrial District (Light Industry), pursuant to Sec. 508(f) of the Zoning Ordinances, a 3-story building with a total building area of 36,000 square feet and parking facilities on grade and by garage; said proposed building to be used for offices and appurtenant facilities at Syosset, New York, which premises is described below; and

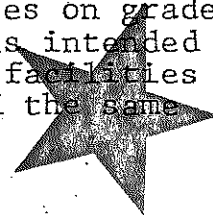
WHEREAS, a duly advertised public hearing on said petition was held by the Town Board of the Town of Oyster Bay on December 7, 1982, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, Wofsey, Certilman, Haft, Lebow and Balin, Esqs., attorneys for the petitioner, by Herbert Balin, Esq., of counsel, appeared in support of the application; and

WHEREAS, the Nassau County Planning Commission, by Resolution #2369-82, adopted December 9, 1982, recommends that the Town Board of the Town of Oyster Bay take such action as it deems appropriate, the Commission having no objections or modifications; and

WHEREAS, the Town Board finds from the relevant facts and circumstances adduced at the public hearing and from facts within the personal knowledge of members of the Town Board, that because of the area, location, nature and character of the subject premises, that the premises are adequate and suitable for the requested use, that the granting of the application, subject to the covenants, restrictions and provisions contained therein imposed by the subject premises will not adversely affect the present character of the neighborhood, will not endanger the health, welfare or safety of the community and will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the petition of VANGUARD VENTURES, INC. & BADER BROS., partnership for a special use permit to erect and maintain in a "H" Industrial District (Light Industry) a 3-story building with a total building area of 36,000 square feet and parking facilities on grade and by garage; said proposed building is intended to be used for offices and appurtenant facilities on the premises described below, be and the same is hereby GRANTED.



ALL that certain plot, piece or parcel of land, situated at Syosset, Town of Oyster Bay, County of Nassau, State of New York, which is described as follows:

BEGINNING at a point on the southeasterly side of Underhill Boulevard distant 1421.09 feet northerly and northeasterly when measured along the easterly and southeasterly side of Underhill Boulevard from the corner formed by the intersection of the easterly side of Underhill Boulevard with the northerly side of Jericho Turnpike; and

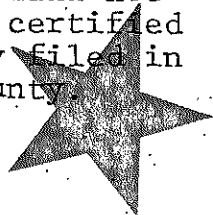
Running Thence along the southeasterly side of Underhill Boulevard, north 39 degrees 19 minutes 45 seconds east 424.99 feet to a point;

Running Thence south 48 degrees 57 minutes 27 seconds east 393.44 feet to the northerly line of land, now or formerly of Kollsman Instrument Co.,

Running Thence along the said northerly line of land of Kollsman Instrument Co., south 82 degrees 54 minutes 42 seconds west, 570.45 feet to the southeasterly side of Underhill Boulevard at the point or place of BEGINNING.

Said premises being also identified as Section 15, Block 169, Lot 17 on the Land and Tax Map of the County of Nassau.

The below recited covenants, restrictions and provisions, shall apply for only so long as the subject premises is being used for the purposes authorized by the special permit granted herein and are not intended to be and shall not be applicable or enforceable in the event that the entire subject premises shall be utilized for those purposes which do not require a special use permit in accordance with the Building Zone Ordinance of the Town of Oyster Bay, Nassau County, New York, as amended and revised, then in effect. Said special use permit shall not become effective unless and until a certified copy of this resolution shall be duly filed in the Office of the Clerk of Nassau County.



1. That only one office building shall be erected on the subject premises.

2. That the height of the building is limited to three stories with a total building area of 36,000 square feet which is to be used for offices and appurtenant facilities.

3. That special consideration shall be undertaken by the developer so as to minimize the impact of the development of the subject parcel as it relates to any and all residential property in the approximate vicinity of the subject premises.

4. That there shall be complete and strict compliance with any and all laws, ordinances, regulations or directives of the Town of Oyster Bay, County of Nassau, State of New York and the United States of America.

5. That the exterior of the building, parking areas, landscaping, planting or grass areas, fencing and all other installations visible to the public, shall be continually maintained and kept in good repair and adequate drainage shall be provided in all parking areas.

6. That all debris, garbage and refuse shall be stored in covered garbage containers.

7. That no neon, rotating or moving illuminated signs shall be used on the subject premises.

8. That no lighting shall be located on the subject premises so as to be directed towards any residential property.

9. That in the event heating or air-conditioning equipment is located on the roof of the proposed building, it shall be so screened so as not to be visible to the public.

10. That there shall be provided such additional emergency exits and any and all other equipment, if any, recommended by the Office of the Fire Marshal of Nassau County.

11. That no Certificate of Occupancy shall be issued unless and until a "site plan" has been approved by Town Board resolution; which site plan shall be drawn to scale and presented in a form acceptable to the Department of Planning and Development and shall depict interior and exterior plans, the size and location of all illuminated and non-illuminated signs, the size and location of all exterior lighting, safety equipment, ingress and egress, parking, landscaping, dumpsters and any other information or details as may be required by the Department of Planning and Development.

12. That parking shall only be permitted in designated areas. All other driveway areas shall remain open at all times for fire and emergency apparatus.

13. That in the event of any violation of any kind of the restrictions, covenants or provisions contained herein or any previously imposed, or any ordinance or regulations and failure of the then owner of the real property, or any first mortgagee, to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate and any first mortgagee of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced and the then owner and/or any first mortgagee is diligently prosecuting the curing of any violation.



14. That the covenants and restrictions recited herein may only be changed or modified by Town Board resolution.

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

Supervisor Colby	Aye
Councilman Mosca	Aye
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye
Councilman Hynes	Aye
Councilman Venditto	Aye

cc: Supervisor  
Town Board  
Town Attorney  
Comptroller(2)  
Building Div.  
Plan. & Dev. (cert.)

STATE OF NEW YORK, }  
COUNTY OF NASSAU, } ss.:  
TOWN OF OYSTER BAY }

1, ~~ANN R. OSKIER, Town Clerk~~

~~HERBERT L. CORSENTINO~~  
FANNY L. CORSENTINO

Deputy Town Clerk of the Town of Oyster Bay, and

custodian of the Records of said Town, DO HEREBY CERTIFY that I have compared the annexed with the original Resolution No. 403-83 adopted by the Town Board on April 26, 1983 approving the application of VANGUARD VENTURES, INC. & BADER BROS., Special Use Permit, Syosset, New York.

filed in the Town Clerk's Office

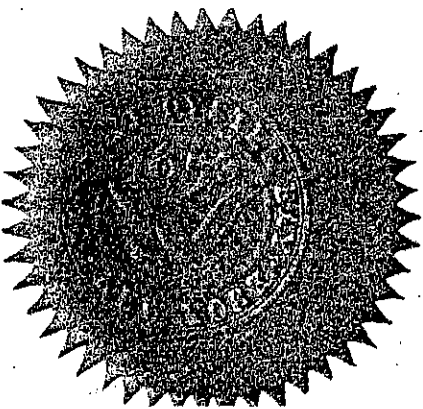
and that the same is a true transcript thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto signed

my name and affixed the seal of said Town

this 28th day of April 1983.

*Fanny L. Correntino*  
Deputy Town Clerk.



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

Supervisor Colby	Aye
Councilman Mosca	Aye
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye
Councilman Hynes	Aye
Councilman Venditto	Aye

The following resolution was offered by Councilman Mosca and seconded by Councilman Clark:

#56 WHEREAS, by Resolution No. 403-83, the Town Board of the Town of Oyster Bay approved the application of VANGUARD VENTURES, INC., and BADER BROS. PARTNERSHIP, for a special use permit to erect and maintain a three story building with a total building area of 36,000 square feet on the premises described therein, identified as being Section 15, Block 169 and Lot 17 on the Land and Tax Map of Nassau County; and

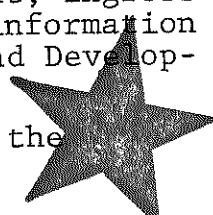
WHEREAS, Covenant No. 11 appearing in said resolution provided "11. That no Certificate of Occupancy shall be issued unless and until a "site plan" has been approved by Town Board resolution; which site plan shall be drawn to scale and presented in a form acceptable to the Department of Planning and Development and shall depict interior and exterior plans, the size and location of all illuminated and non-illuminated signs, the size and location of all exterior lighting, safety equipment, ingress and egress, parking, landscaping, dumpsters and any other information or details as may be required by the Department of Planning and Development"; and

WHEREAS, to unnecessarily delay the prompt construction of this development, which prompt construction would escalate early employment for the building trade as well as early employment of persons to be hired in the proposed building, and in order to escalate the early receipt of Town revenues in the form of Taxes, the Town Board of the Town of Oyster Bay does hereby amend Covenant No. 11 of Town Board Resolution No. 403-83, to read "11. That no building permit shall be issued unless and until a "site plan" has been approved by Town Board resolution; which site plan shall be drawn to scale and presented in a form acceptable to the Department of Planning and Development and shall depict interior and exterior plans, the size and location of all illuminated and non-illuminated signs, the size and location of all exterior lighting, safety equipment, ingress and egress, parking, landscaping, dumpsters and any other information or details as may be required by the Department of Planning and Development",

NOW, THEREFORE, BE IT RESOLVED, That Covenant No. 11 of Town Board Resolution No. 403-83, dated April 26, 1983, is hereby amended to read: "11. That no building permit shall be issued unless and until a "site plan" has been approved by Town Board resolution; which site plan shall be drawn to scale and presented in a form acceptable to the Department of Planning and Development and shall depict interior and exterior plans, the size, and location of all illuminated and non-illuminated signs, the size and location of all exterior lighting, safety equipment, ingress and egress, parking, landscaping, dumpsters and any other information or details as may be required by the Department of Planning and Development".

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

Supervisor Colby	Aye
Councilman Mosca	Aye
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye
Councilman Hynes	Aye
Councilman Venditto	Aye



WHEREAS, Resolution No. 53-2018, adopted on January 23, 2018, authorized Cashin Associates, P.C., to proceed with Restoration and Improvements to Alhambra Park, Massapequa, as part of the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery, under Contract No. DP17-151; and

WHEREAS, James A. Gladysz, P.E., Senior Vice President, Cashin Associates, P.C., by letter dated May 20, 2019, indicated that due to the change in scope of the necessary engineering services, the sum of \$25,600.00 should be reallocated from construction inspection to other design tasks relative to the above-referenced project,

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated July 1, 2019, advised that the Governor's Office of Storm Recovery has agreed to this change and has prepared the attached "Contract Amendment and Change Order" which has been signed by Cashin Associates, P.C., and must be executed by the Town. Commissioner Lenz, in said memorandum requested that the budget allocation request by Cashin Associates, P.C., for Contract No. DP17-151, resulting in no additional cost, be accepted and the project-specific Consultant Agreement be modified accordingly.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, it is hereby authorized that the sum of \$25,600.00 be reallocated from construction inspection to other design tasks, and the Supervisor and/or his designee, is authorized to execute the project-specific modified Consultant Agreement, under Contract No. DP17-151.

#

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

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

Reviewed By  
Office of Town Attorney

15

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JULY 1, 2019

TO : MEMORANDUM DOCKET

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

SUBJECT: MODIFICATION TO CONSULTANT AGREEMENT  
RESTORATION AND IMPROVEMENTS TO ALHAMBRA PARK, MASSAPEQUA  
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. DP17-151

---

This project will provide for Restoration and Improvements to Alhambra Park, Massapequa, as described in the Massapequa NY Rising Community Reconstruction (NYRCR) Plan, dated March 2014. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery. Town Board Resolution 53-2018, dated January 23, 2018, awarded the engineering services for this contract to Cashin Associates, P.C. in the total amount of \$391,200.00.

Upon the commencement of the design, multiple design concepts were requested to be developed by the consultant which were beyond the anticipated scope of the project. Further, as the design progressed, it was determined that the necessary construction duration of the project would be less than originally anticipated.

The office of Cashin Associates, P.C. had submitted the attached letter, dated May 20, 2019, requesting that due to the change in scope of the necessary engineering services, that the task-specific funding authorization that was detailed in their project Agreement be modified to direct additional funding towards the design development, and to reduce the funding that was to be directed to the construction inspection. This budget modification will result in no change to the overall engineering services cost.

The Governor's Office of Storm Recovery has agreed to this change and has prepared the attached 'Contract Amendment and Change Order' which has been signed by Cashin Associates, P.C. and must be executed by the Town. By Resolution 176-2015, dated March 24, 2015, Colin Bell of the Department of Intergovernmental Affairs has been authorized to execute this Agreement.

Therefore, it is requested that the budget allocation request by Cashin Associates, P.C. for Contract No. DP17-151, resulting in no additional cost, be accepted and the project-specific Consultant Agreement be modified accordingly.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

  
RWL/JCT/MR/lk

Attachments

- c: Office of the Town Attorney (w/9 copies)  
Steven Ballas, Comptroller  
Colin Bell, Deputy Commissioner/IGA  
Joseph Pinto, Commissioner/Parks  
Sunita Chakraborti, Division of Engineering

DP17-151 DOCKET CASHIN CONTRACT MODIFICATION

WHEREAS, pursuant to public notice, bids were duly solicited and regularly received for Engineering Services Contract relative to Restoration and Improvements to Alhambra Park, Massapequa, Town of Oyster Bay, New York, in accordance with the specifications contained in Contract No. DP17-151, and said bids were publicly opened and read on April 27, 2017; and

WHEREAS, the evaluation of the bids and the selection process were performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy, and the lowest responsible bid submitted was that of Cashin Associates, P.C., with a bid in the amount of \$391,200.00; and

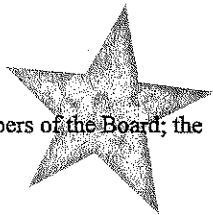
WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated January 12, 2018, recommended that the bid as hereinabove set forth be accepted; and

WHEREAS, this project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery, and is of no cost to the Town of Oyster Bay, and the selection of Cashin Associates, P.C., was approved by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth, is accepted, and Contract No. DP17-151 shall be awarded to Cashin, Associates, P.C., in the amount of \$391,200.00, in accordance with the provisions thereunder.

-#-

7ms  
Reviewed By  
Office of Town Attorney  
*[Signature]*



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

Supervisor 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  
Public Works  
Intergovernmental Affairs  
Parks

**Cashin Associates, P.C.**  
ENGINEERING • PLANNING • CONSTRUCTION MANAGEMENT  
Est. 1959

**Proposal for Improvements to Alhambra Park**  
**Contract No. DP17-151**

**Cost Proposal**

Cashin Associates, PC fee proposal for the Rehabilitation of Alhambra Park requested by the April 3, 2017 RFP for the Town of Oyster Bay DPW Contract No. DP17-151.

Task	Lump Sum
Survey, Soil Borings and Other Testing	\$34,000.00
Conceptual Plans	\$8,500
Design Report	\$12,500
50% Documents / Cost Estimate	\$35,500
75% Documents / Cost Estimate	\$32,500
90% Documents / Cost Estimate	\$21,000
Final Documents / Cost Estimate	\$11,600
Permits	\$8,200
Design Meetings (4)	\$3,300
BID Phase Services / Award Recommendation	\$4,100
Construction Administration	\$57,000
Construction Progress Meetings	\$14,500
CO Review / Punchlist / Substantial Completion	\$8,000
Inspection/ Closeout	
Full time Inspection*	\$140,500
<b>Total Project Hours/Cost</b>	<b>\$391,200</b>

Assumptions: \*full-time inspection for a nine (9) month period

pMay 20, 2019

Mr. Colin Bell  
Deputy Commissioner  
Dept. of Intergovernmental Affairs  
977 Hicksville Road  
Massapequa, NY 11758

Re: Alhambra Park Fee Allocation

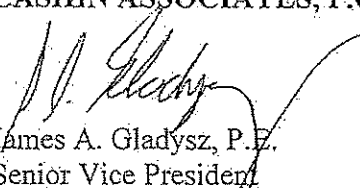
Dear Mr. Bell:

We have reviewed our budget with the reallocation of funds for Alhambra Park. Cashin Associates, P.C. (CA) believes the reallocation as detailed in our January 30, 2019 letter to you, will not negatively affect CA's ability to complete the work.

The original \$140,500.00 allocation for field inspection was based upon full time inspection for nine (9) months (1,560 inspection hours @ \$90.00/hr.). CA has requested that \$25,600.00 be reallocated from construction inspection to other design tasks. CA is now estimating construction completion to be six (6) months (1,040 @ \$90/hr.) is \$93,600.00, which is below the \$114,900.00 remaining available for inspection. The remaining budget actually allows for seven and a half months (7.5) of time. Construction administration and construction meetings have not been altered from the original allocation. CA feels comfortable that all work can be completed within the budget.

If you should you have any questions, please do not hesitate to contact me.

Very truly yours,  
**CASHIN ASSOCIATES, P.C.**

  
James A. Gladysz, P.E.  
Senior Vice President

JAG/ck  
Enclosure

cc: R. Lenz, P.E., Commissioner/DPW  
M. Russo, P.E., DPW

18007.1

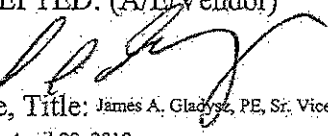
\\projects\cshn of oyster bay\18007.100 alhambra park improvements\correspondence\18007.100 - colin bell ltr - fee allocation.docx

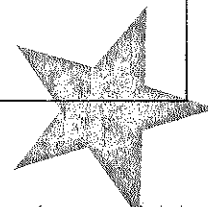
**GOSR Community Reconstruction and  
Infrastructure and Local Government Programs  
Contract Amendment and Change Order  
Request for Approval – Part 1**

<b>Contractor/A/E/Vendor:</b> Cashin Associates, PC	<b>Contract Amendment/Change Order Number:</b> Contract DPW17-151, Amendment No. 1  <b>Project Name:</b> Restoration and Improvements to Alhambra Park, Massapequa
<b>Subrecipient:</b> Town of Oyster Bay	
<b>Date of Issue:</b> 03/27/18	<b>Contract Effective Date:</b> 04/13/2018
<b>Change is: (Select one)</b> <div style="display: flex; justify-content: space-between; align-items: flex-start;"><div style="width: 20px;"><input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></div><div>Construction Change Order A/E Contract Amendment Other Contract Change</div></div>	
<b>Description and reason for this Contract Amendment/Change Order:</b> Task funding reallocation within overall budget to more adequately reflect actual work	
<b>Description of any changes to Contract completion dates and milestones:</b> N/A	
<b>Attachments: (List documents supporting change and justifying cost and time)</b> N/A	
<b>Change in Contract price<sup>3</sup>:</b> \$0.00	<b>Change in Contract times:</b> N/A
<b>Original Contract price:</b> \$391,200.00	<b>Original Contract times: (calendar days or dates)</b> 04/13/19 until completion

<sup>3</sup> If the impact of this Contract Amendment/Change Order alone, or the cumulative impact of this Contract Amendment/Change Order and previous Contract Amendment(s)/Change Order(s), increase the original contract amount by 15% or more, an updated M/WBE Utilization Plan and an updated Section 3 Plan (if a construction contract) must be submitted. The updated Plan(s) should show this Contract Amendment/Change Order and all previous Contract Amendment(s)/Change Order(s). If this Contract Amendment/Change Order increases the Contract to over a diversity threshold, Utilization Plan(s) must be submitted.  
*Template revised on: 3/16/18*



Net changes from previous Contract Amendments/Change Orders Number _____ to _____ \$ 0.00	Net changes from previous Contract Amendments/Change Orders Number _____ to _____ (calendar days) N/A
Contract price prior to this Contract Amendment/Change Order: \$ 391,200.00	Contract times prior to this Contract Amendment/Change Order: (calendar days) 4/13/18 until completion
Net increase/(decrease) of this Contract Amendment/Change Order: \$ 0.00	Net increase/(decrease) of this Contract Amendment/Change Order: (calendar days) 0
Contract price with all approved Contract Amendments/Change Orders: \$ 391,200.00	Contract times with all approved Contract Amendments/Change Orders: (calendar days) 4/13/18 until completion
<b>For Contract Amendments</b>	
ACCEPTED: (A/E/Vendor) By:  Name, Title: James A. Gladysz, PE, Sr. Vice President Date: April 22, 2019	
<b>For Change Orders</b>	
RECOMMENDED: (A/E) By: Name, Title: Date	ACCEPTED: (Contractor) By: Name, Title: Date
<b>For Contract Amendments and Change Orders</b>	
EXECUTED: (Subrecipient) By: Name, Title: Date:	



*GOSR and Subrecipient signatures on Part 2 and GOSR issuance of contract consent are required before Contract Amendment or Change Order work can begin. Note: an exception to this rule may occur with urgent or time sensitive change orders.*

Meeting of March 24, 2015

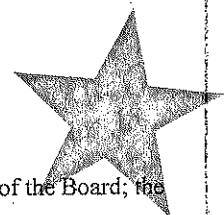
Resolution No. 176-2015

WHEREAS, by Resolution No. 836-2014, adopted on December 16, 2014, this Town Board authorized the Supervisor to enter into a Community Development Block Grant Disaster Recovery Subrecipient Agreement with the Housing Trust Fund Corporation, which allowed the Town of Oyster Bay to be an eligible Subrecipient of Community Development Block Grant Disaster Recovery funding; and

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs and Collin Bell, Department of Intergovernmental Affairs, by memorandum dated March 10, 2015, have requested Town Board authorization for Colin Bell to serve as the Supervisor's appointed designee, for the purpose of executing any and all documents in connection with the Community Development Block Grant Disaster Recovery Subrecipient Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove mentioned is approved and accepted, and Colin Bell, Department of Intergovernmental Affairs, is hereby authorized to be appointed the Supervisor's designee, for the purpose of executing any and all documents, in connection with the Community Development Block Grant Disaster Recovery Subrecipient Agreement.

*Jeffrey Salas*  
Reviewed by  
Office of Town Attorney  
*Frank V. Sammartano*



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	Absent
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Intergovernmental Affairs

WHEREAS, Article 3 of the New York State General Municipal Law requires that the annual External Audit Report – Comprehensive Annual Financial Report of the Town of Oyster Bay be filed with the Office of the State Comptroller and the Office of the Town Clerk; and

WHEREAS, Article 3 further requires that within 10 days of said filing of the External Audit Report referenced above, a public notice be published to provide for the written responses to the audit findings and recommendations; and

WHEREAS, Sheila Tarnowski, Legislative Affairs, Office of the Town Attorney, by memorandum dated July 3, 2019, reported that the External Audit Report – Comprehensive Annual Financial Report of the Town of Oyster Bay for the year ended December 31, 2018, has been forwarded to the Office of the New York State Comptroller, and the Town Clerk would be publishing the required public notice, and requested Town Board ratification, *nunc pro tunc*, of the Town Clerk's action in publishing the public notice; and

WHEREAS, in said memorandum, Sheila Tarnowski, reported that the Comptroller's Office has indicated that there are no findings that require written response,

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk, in publishing notice of the External Audit Report - Comprehensive Annual Financial Report of the Town of Oyster Bay for the year ended December 31, 2018, in compliance with General Municipal Law, Article 3, requiring public notice of said report and filing with the State Comptroller, such ratification being nunc pro tunc from July 3, 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 Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

7/30/19  
Reviewed By  
Office of Town Attorney  
Elizabeth A. Taughn

6

**TOWN OF OYSTER BAY**

**INTER-DEPARTMENTAL MEMORANDUM**

July 3, 2019

**TO: Memorandum Docket**

**FROM: Sheila Tarnowski, Legislative Affairs**  
**THRU: Joseph Nocella, Town Attorney**

**SUBJECT: Town of Oyster Bay –**  
**External Audit Report – Comprehensive Annual Financial Report**  
**for the year ended December 31, 2018.**

---


In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

The Comptroller's Office has indicated there are no findings that require written response.

A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the report should be adopted by the Town Board at their next meeting, nunc pro tunc to July 3, 2019.

Joseph Nocella  
Town Attorney

  
Sheila Tarnowski  
Legislative Affairs



JN:ST

Cc: Town Attorney (w/9 copies)

Reviewed By  
Office of Town Attorney

WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated May 24, 2019, have advised that in connection with certain litigation, the services of Intercounty Judicial Services, LLC, 85 Willis Avenue, Suite F, Mineola, New York were necessary in order to serve pleadings upon two defendants; and

WHEREAS, in accordance with the Procurement Policy, the Office of the Town Attorney consulted with the Office of the Comptroller, which concluded, by memorandum dated June 28, 2019, that in view of the specific nature of the professional services rendered by Intercounty Judicial Services, LLC and the cost for same, the Procurement Policy has been satisfied; and

WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by the aforementioned memorandum, request and recommend that the Town Board authorize payment to Intercounty Judicial Services, LLC, in an amount not to exceed \$165.80, to satisfy all outstanding invoices for process service,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the Comptroller is hereby authorized and directed to make payment to Intercounty Judicial Services, LLC, 85 Willis Avenue, Suite F, Mineola, New York, in an amount not to exceed \$165.80, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

8

## Town of Oyster Bay Inter-Departmental Memo

**TO** : Memorandum Docket  
**FROM** : Office of the Town Attorney  
**DATE** : June 21, 2019  
**SUBJECT:** Payment for Process Server  
Intercounty Judicial Services, LLC

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This Office required the services of Intercounty Judicial Services, LLC, 85 Willis Avenue, Suite F, Mineola, New York in order to serve copies of a pleading on two defendants in a civil action. The cost incurred in connection with such process service was \$165.80.

In accordance with Procurement Policy Guideline 6, this Office consulted with the Office of the Comptroller, which concluded that the Procurement Policy has been satisfied in view of the specific nature of the professional services rendered and the cost for same.

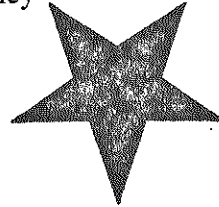
It is the request and recommendation of this office that the Comptroller be authorized to pay Intercounty Judicial Services the amount of \$165.80, with funds to be drawn from Account No. OTA A 1420 44110 000 0000. If this recommendation is approved, a Resolution is attached for Town Board action.

JOSEPH NOCELLA  
TOWN ATTORNEY



Paul S. Ehrlich  
Deputy Town Attorney

PSE/  
Attachment  
File: 2019-6972  
cc: Town Attorney (w9/copies)



WHEREAS, pursuant to Resolution No. 223-2011, adopted on March 8, 2011, the Town extended its Agreement ("Agreement") with the Oyster Bay Railroad Museum ("Museum") to operate the Museum for a period of ten years, through December 31, 2020; and

WHEREAS, Resolution No. 223-2017, adopted on April 25, 2017, authorized an amendment to the Agreement; and

WHEREAS, the Museum, by letters dated February 28, 2018 and April 11, 2019, advised the Town that the Museum is engaged in a continuing fundraising campaign for the restoration of the Long Island Railroad Station in Oyster Bay and that potential donors need to be assured of the continued existence of the Museum, and, accordingly, the Museum requested that the Agreement be extended; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated July 2, 2019, requested that the Town Board authorize that the Agreement be extended for a ten (10) year period, from January 1, 2021 through December 31, 2030, at a cost not to exceed \$60,000.00 per year, upon the existing terms, with payment to be made from Account No. PKS-A-7110-47880-000-0000, and further requested a waiver of the Town's Procurement Policy, due to the unique qualifications of the Museum; and

WHEREAS, Joseph Nocella, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum dated July 2, 2019, recommended that the Town's Procurement Policy be waived since the Museum is a unique entity with the qualifications necessary to operate a museum at the railroad station,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and the Town Board waives the Town's Procurement Policy and hereby authorizes the Supervisor or his designee to execute an extension of the Town's Agreement with the Oyster Bay Railroad Museum, for a period of ten (10) years, from January 1, 2021 through December 31, 2030, at a cost not to exceed \$60,000.00 per year; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, from Account No. PKS-A-7110-47880-000-0000, upon presentation of a duly certified claim, after audit.

-#-

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

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

Reviewed By  
Office of Town Attorney

9

TOWN OF OYSTER BAY

**Inter-Departmental Memo**

TO: MEMORANDUM DOCKET  
FROM: OFFICE OF THE TOWN ATTORNEY  
DATE: July 2, 2019  
SUBJECT: Oyster Bay Railroad Museum

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Pursuant to the authorization contained in Resolution No. 223-2011, adopted on March 8, 2011, the Town of Oyster Bay extended its Agreement ("Agreement") with the Oyster Bay Railroad Museum ("Museum") for a period of ten years, through December 31, 2020. Resolution No. 223-2017, adopted on April 25, 2017, authorized an amendment to that Agreement.

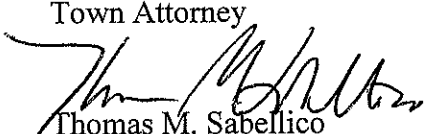
The Museum, by letters dated February 28, 2018 and April 11, 2019, advised the Town that the Museum is engaged in a continued fundraising campaign for the restoration of the Long Island Railroad Station in Oyster Bay, and that potential donors are concerned that the Museum's Agreement with the Town will expire at the end of next year. Accordingly, the Museum has requested that the Town extend its Agreement with the Museum.

Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated July 2, 2019, requested that said Agreement be extended for a ten (10) year period, from January 1, 2021 through December 31, 2030, at a cost not to exceed \$60,000.00 per year, with payment to be made from Account No. PKS-A-7110-47880-000-0000, and requested a waiver of the Town's Procurement Policy, due to the unique qualifications of the Museum.

Since the Museum is a unique entity with the qualifications necessary to operate a Museum at the railroad station, which Museum serves as an educational destination for the Town's residents and especially its students, it is the recommendation of this office that the Town's Procurement Policy be waived.

Attached for the Town Board's consideration and approval is proposed Resolution to authorize that the Agreement between the Town and the Museum be extended, on the terms contained in the existing Agreement, as amended in 2017, through December 31, 2030. It is requested that this matter be placed on the action calendar for the July 30, 2019 Town Board meeting.

JOSEPH NOCELLA  
Town Attorney

  
Thomas M. Sabellico  
Special Counsel

TMS:nb

Enc.

2013-4017

cc: Town Attorney (with 9 copies)

Joseph G. Pinto, Commissioner, Department of Parks

Brian Noone, Inspector General



TOWN OF OYSTER BAY

**Inter-Departmental Memo**


TO: OFFICE OF THE TOWN ATTORNEY  
FROM: JOSEPH G. PINTO, Commissioner, Department of Parks  
DATE: July 2, 2019  
SUBJECT: Oyster Bay Railroad Museum

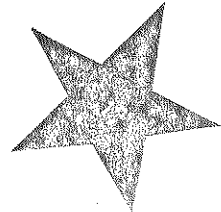
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The Town is currently under contract with the Oyster Bay Railroad Museum to operate a railroad museum at the former Long Island Railroad Station building in the hamlet of Oyster Bay, which contract is due to expire on December 31, 2020.

It is requested that the Town Board authorize the Supervisor or his designee to execute an extension of said Agreement for a period of ten (10) years, commencing January 1, 2021 through December 31, 2030, for an amount not to exceed \$60,000.00 per year. The funds are available in Account No. PKS-A-7110-47880-000-0000.

The Oyster Bay Railroad Museum has operated the Museum since 2007, owns all of the items on display in the Museum and has an extensive collection of rolling stock on display. Due to the unique qualifications of the Oyster Bay Railroad Museum, it is requested that the Town's Procurement Policy be waived.

  
JOSEPH G. PINTO  
Commissioner



# OYSTER BAY RAILROAD MUSEUM

A 501c-3 NOT FOR PROFIT EDUCATIONAL CORPORATION

P.O. BOX 335

OYSTER BAY, NEW YORK 11771

February 28, 2018

The Honorable Joseph Saladino  
Supervisor, Town of Oyster Bay  
Town Hall East- 45 Audrey Avenue  
Oyster Bay, N.Y. 11771

**COPY**

Dear Supervisor Saladino:

Thank you once again for your assistance last year (with that of Councilwoman Johnson) in amending the Oyster Bay Railroad Museum's ("Museum") agreement with the Town for purposes of assuring that same could not be terminated for anything other than "cause". Although that agreement does not expire until December 31, 2020, we would very much like to have the agreement extended currently for an additional 10 year term. Of primary impetus in seeking the extension in advance of the agreement's expiration is the fact that the Museum is engaged in an ongoing fundraising campaign for the restoration of the historic Oyster Bay Train Station, home station of President Theodore Roosevelt (owned by the Town). While we have been successful in securing a substantial portion of the funds required for the restoration (having raised in excess of \$700,000 to date), we have repeatedly been subject to the concern of donors who express uncertainty in the long term viability of the Museum (and the restoration) given the agreement's expiration in 2020. To that end, and as a specific example, we were previously denied funding for a \$250,000 grant from The Gardiner Foundation- a major donor to historic preservation, among other things. While we were very confident in our submission to the Foundation, as well as in the very positive impression left with Foundation representatives in their multiple visits to the station, the Foundation cited the Museum's relatively short period of time left on the Town agreement as the primary (if not the only) reason for the denial of funding. While the Museum has every intention of submitting additional proposals to the Foundation, they have made it very clear (as have many other potential donors) that they would like to be assured of the Museum's long term interest in the station. Accordingly, an extension currently would very much assist the Museum in all of its fundraising efforts, be they with the Gardiner Foundation or with other donors, as we trust you/the Town would understand.

Over the last year or more, we have met with and had various telephone and e-mail communications with Town personnel in seeking the above, but have been unable to push this matter forward in any meaningful way. With time basically "of the essence" with all third party donor solicitations and, with it, continued restoration efforts (including a grant submission date to the Gardiner Foundation in late April), we respectfully request your assistance in expediting this matter on our and the Town's behalf.

Thank you once again for your efforts and for your continued support. We very much look forward to our continued partnership with the Town and will follow up with your office seeking a meeting in the near future.

**COPY**

John Specce, President  
516-532-3081

Robert L. Brusca, Vice President  
516-802-0255

cc. Joseph Pinto, Commissioner- T.O.B. Dept. of Parks

# OYSTER BAY RAILROAD MUSEUM

A 501c-3 NOT FOR PROFIT EDUCATIONAL CORPORATION

P.O. BOX 335

RECEIVED  
OYSTER BAY, NEW YORK 11771

2019 APR 15 A 11: 25

April 11, 2019

The Honorable Joseph Saladino  
Supervisor, Town of Oyster Bay  
Town Hall East- 45 Audrey Avenue  
Oyster Bay, N.Y. 11771

Dear Supervisor Saladino:

Please accept this in follow up to our February 2018 letter to you of a similar nature (copy enclosed).

As you might recall, the Town owns the former Long Island Railroad Station here in Oyster Bay Hamlet. The Town's contract with the Oyster Bay Railroad Museum ("Museum")- pertaining to our ongoing stewardship and restoration of the historic station (the home station of President Theodore Roosevelt)- expires on December 31, 2020. For the last several years, the Museum has sought to have that contract extended for an additional 10 year term. Of primary impetus in seeking the extension in advance of the agreement's expiration is the fact that the Museum is engaged in a continued fundraising campaign for the restoration of the historic station. While we have been successful in securing a substantial portion of the funds required for the restoration, we have repeatedly been subject to the concern of donors who express uncertainty given the agreement's expiration in 2020. To that end, and as a specific example, we were previously denied funding for a \$250,000 grant from The Gardiner Foundation- a major donor to historic preservation, among other things (and have repeatedly had to forego additional submissions to that Foundation)- due to the very same issue. In a recent meeting with a representative of the Foundation in connection with the April grant submission, we were expressly advised not to bother with the application due to the agreement's 2020 expiration.

Over the last two years or more, we have met with and had various telephone and e-mail communications with Town personnel in seeking the contract extension. While we remain appreciative of the efforts, we have been unable to push this matter forward in any meaningful way. With time now more "of the essence" than ever before- and the continued restoration efforts- we respectfully request your assistance in expediting this matter on our and the Town's behalf.

Thank you for your continued support. We very much look forward to our continued partnership with the Town.

John Specce  
President  
Station Committee

Robert L. Brusca  
Vice President  
Station Committee

Thomas Del Sorbo  
Treasurer

Gary Farkash  
Secretary  
Station Committee Chair

William Burke  
Board Member

Leon Daitz  
Board Member

Joel Friedman  
Board Member

John Lavelle  
Board Member

Dottie Simons  
Board Member

Josh Stoff  
Board Member

Steve Torborg  
Board Member

Judy Wasilchuk  
Board Member

David Morrison  
Station Committee Chair

William Sheeline  
Station Committee

cc. Joseph Pinto, Commissioner- T.O.B. Dept. of Parks / Gregory Carman, Deputy Supervisor

RESOLUTION NO. 223-2011

Meeting of March 8, 2011

WHEREAS, for several years, the Oyster Bay Railroad Museum (d/b/a Friends of Locomotive #35), a nonprofit corporation organized under the laws of the State of New York, has operated a Railroad Museum at the former Long Island Rail Road Station Building in the Hamlet of Oyster Bay, New York, pursuant to an Agreement with the Town of Oyster Bay; and

WHEREAS, the Agreement expired on December 31, 2010; and

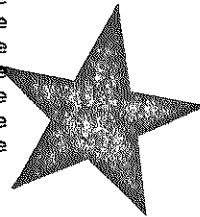
WHEREAS, James M. Byrne, P.E., Commissioner of the Department of Parks, by memorandum dated February 22, 2011, requests that said Agreement be renewed for a ten (10) year period, from January 1, 2011 through December 31, 2020, at a cost not to exceed \$60,000.00 per year, and recommends a waiver of the Procurement Policy, due to the unique qualifications of the Oyster Bay Railroad Museum, with payment to be made from Account No. A 7100.4720. or other appropriate account,

NOW, THEREFORE, BE IT RESOLVED, That the Procurement Policy is hereby waived, due to the unique qualifications of the Oyster Bay Railroad Museum, and the Supervisor is hereby authorized and directed to renew the abovementioned Agreement, to be effective nunc pro tunc from January 1, 2011 through December 31, 2020; and be it further

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

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

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



cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

Reviewed By  
Office of Town Attorney  
*Louise E. Haur*

WHEREAS, The New York State Office of Parks, Recreation and Historic Preservation, through its recreational boating safety program, has offered the Town of Oyster Bay use of a 2009 Kawasaki Jet Ski # KAW50101F809, valued at \$8,595.00, for Marine Enforcement and Patrol Functions, at no cost to the Town, other than fuel and normal maintenance costs; and

WHEREAS, Justin McCaffrey, Commissioner, Department of Public Safety, by memorandum dated July 2, 2019, requested that the Town Board authorize the Supervisor or his designee to execute a use agreement with New York State Office of Parks, Recreation and Historic Preservation for the period from July 1, 2019, through December 31, 2019, nunc pro tunc, for the use of the Jet Ski,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved and the Town Board authorizes the Supervisor and/or his designee to execute a use agreement with the New York State Office of Parks, Recreation and Historic Preservation for use of a 2009 Kawasaki Jet Ski for Marine Enforcement and Patrol functions for the period of July 1, 2019, through December 31, 2019, nunc pro tunc.

#

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

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

Reviewed By  
Office of Town Attorney

RECEIVED  
LEGISLATIVE AFFAIRS

JUL 12 - 3 P 3:07

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


DATE : July 2, 2019  
TO : MEMORANDUM DOCKET  
FROM : Justin McCaffrey/Commissioner of Public Safety  
SUBJECT : Use Agreement between TOB & New York State Office  
of Parks, Recreation and Historic Preservation, for use of  
a Jet Ski for Marine Patrol/Enforcement

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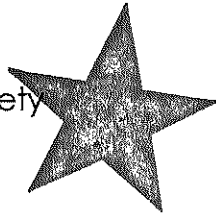
The New York State Office of Parks, Recreation and Historic Preservation, through its recreational boating safety program has offered the Town of Oyster Bay use of a 2009 Kawasaki Jet Ski # KAW50101F809 valued at \$8,595.00 for Marine Enforcement & Patrol functions. Use of this equipment comes with no cost to the town, other than fuel and normal maintenance costs.

This agreement can be terminated by either party with 30 days' notice and NYS Parks would need to be indemnified and held harmless from any liability involving the use of such equipment and be provided proof of self-insurance. This agreement will be effective July 1, 2019 – December 31, 2019.

Therefore, we respectfully request the Town Board to authorize the Town to enter into an agreement and authorized the Supervisor and or his designee to execute the agreement.

  
Justin McCaffrey  
Commissioner  
Department of Public Safety

cc: Legislative Affairs (+9)



**NEW YORK STATE  
EXECUTIVE DEPARTMENT  
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION**

**REVOCABLE MARINE EQUIPMENT LICENSE**

Date:	June 6, 2019
LICENSEE:	Town of Oyster Bay Department of Public Safety
LICENSEE CONTACT: NAME & PHONE	Greg Mangino (516)677-5350
PARKS CONTACT:	Chris Fallon, Director Bureau of Marine Services Telephone: (518) 486-1897 Email: christopher.fallon@parks.ny.gov
EQUIPMENT:	2009 Kawasaki KAW50101F809 NY7792GA
TERM:	Beginning Date: 2019
FEE:	\$0.00 For the Term

The New York State Office of Parks, Recreation and Historic Preservation ("PARKS"), pursuant to Parks, Recreation and Historic Preservation Law §§ 3.09(4) and 3.09(6) and through its recreational boating safety program approved under 46 U.S.C. §13102, does hereby grant LICENSEE a Revocable License to use the equipment listed above (the "EQUIPMENT") upon the following terms and conditions:

1. **Use of Licensed Equipment.** The EQUIPMENT may be used for marine law enforcement purposes only and may not be used for any other purpose.
2. **"As Is" Condition.** LICENSEE has thoroughly examined and inspected the EQUIPMENT and agrees to take the EQUIPMENT "as is", in the condition that it is in when turned over to LICENSEE by PARKS. LICENSEE acknowledges that it has not relied upon any representation or statement of PARKS or of its officers, agents or employees as to the condition of the EQUIPMENT.

3. **Modifications to Licensed Equipment.** LICENSEE may mark the EQUIPMENT with its official seal or logo for identification purposes, such identifying mark to be removed at the termination of the License. No other modifications shall be undertaken with respect to the EQUIPMENT, except for required maintenance and repairs, without the prior written approval of PARKS. All approved modifications shall remain on the EQUIPMENT as a part thereof and will be surrendered with the EQUIPMENT at the termination of this License.

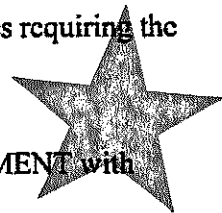
4. **Operation and Maintenance of Licensed Equipment.** The LICENSEE shall hire qualified staff and at all times supervise, police, operate and maintain the EQUIPMENT so as to insure its safe, orderly and proper use. LICENSEE shall maintain the EQUIPMENT included under this License in good working order, ordinary wear and tear excepted, at all times. LICENSEE shall cooperate with State Parks' employees and shall comply with all reasonable requests made by such employees with respect to the operation and maintenance of the EQUIPMENT.

In the event that replacement of any mechanical or electrical part or system becomes necessary due to ordinary wear and tear, LICENSEE shall notify PARKS promptly. At its option, PARKS may elect to replace such part or system at PARKS' own expense, to allow LICENSEE to replace such part or system at LICENSEE's own expense, or to terminate this License and, if comparable replacement equipment is available, provide LICENSEE with replacement equipment under a new license.

PARKS shall not be required or obligated at any time to make or undertake any repairs, improvements or maintenance work of any kind on the EQUIPMENT or, in the event the EQUIPMENT or any part thereof shall be damaged or destroyed by any cause whatsoever, restore the EQUIPMENT. In the event of destruction or damage beyond repair, the LICENSEE waives any right to use the EQUIPMENT.

5. **Life Jacket Policy.** LICENSEE shall endeavor to adopt policies requiring the wearing of life jackets by all persons on board a vessel when underway.

6. **Inspection.** PARKS shall have the right to inspect the EQUIPMENT with reasonable notice to the LICENSEE.





7. **Reporting.** The LICENSEE shall submit to PARKS the form titled "Navigation Law Enforcement Activity Report" in its entirety no later than December 1st of each calendar year.

8. **Extent of License.** This License does not convey to the LICENSEE any interest in the EQUIPMENT other than a license to use the same for the purposes described herein. Such EQUIPMENT shall at all times remain the property of the State of New York and shall at no time be or become the property of the LICENSEE.

9. **Indemnification and Insurance.** **Indemnification.** The LICENSEE shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the use of the EQUIPMENT. LICENSEE covenants and agrees to defend, indemnify and hold harmless the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents from any and all liability, claims, suits, actions, damages and costs of every nature which may arise out of or result from use made by the LICENSEE of the EQUIPMENT.

**Insurance.** The LICENSEE shall provide proof of self-insurance or shall obtain Marine Protection and Indemnity Insurance that covers the EQUIPMENT and LICENSEE'S use and operation of the EQUIPMENT with limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such Marine Protection and Indemnity Insurance shall name the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents as an additional insured. In lieu of proof of self-insurance, LICENSEE shall provide proof of such insurance to PARKS Marine Services Bureau in accordance with the following requirements:

Provide an ACORD 25 Certificate of Insurance that references this LICENSE; The certificate holder on the form shall be "New York State Office of Parks, Recreation and Historic Preservation, 625 Broadway, Albany, New York, 12207" ; The form shall be completely filled out with the date of issuance, names of the insured, carrier, policy numbers, coverage period, any deductible or self-insured retention amounts, each occurrence and aggregate limits, and exclusions or additional insured endorsements to the policy shall be signed by an authorized

representative of the reference insurance carrier; and only an original ACORD 25 form or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.

**Notifications.** The LICENSEE shall notify PARKS Marine Services Bureau of any personal injury or property damage accidents and/or claims arising from the use of the EQUIPMENT and/or of any damage to the EQUIPMENT. Such notice shall be provided in writing as soon as practicable, but in no circumstance later than seventy-two (72) hours following the LICENSEE's notice of the accident, claim or damage.

10. **Compliance with Laws.** The LICENSEE shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the EQUIPMENT or the use thereof by the LICENSEE.

11. **Termination.** This LICENSE is given on the express condition that if the EQUIPMENT is used by the LICENSEE for any other purpose, or in the event the LICENSEE violates any applicable statute, law, rule or regulation or does not comply with the terms and conditions of this License or any of them, then the License shall terminate and all rights herein granted shall cease and PARKS shall be entitled to take immediate physical possession of the EQUIPMENT without notice to the LICENSEE, and without making application to the courts to dispossess or otherwise remove the LICENSEE therefrom.

In the event the LICENSEE has discontinued or abandoned use of the EQUIPMENT, the LICENSEE shall promptly notify PARKS and return the EQUIPMENT.

12. **Revocation.** If at any time during the term of this License, PARKS shall need the EQUIPMENT for any use necessary to the performance of its public purposes, PARKS may terminate this License by giving LICENSEE thirty (30) days' notice in writing of intention to do so, and upon the giving of such notice, this License and its terms shall terminate, expire and come to an end at the date fixed in such notice.

13. **State Parks Use for Training.** Barring extenuating circumstances, the LICENSEE shall make the EQUIPMENT available to PARKS for marine enforcement training program purposes upon written request, no less than 30 days in advance.



14. Non-Waiver. The waiver by PARKS of any term or condition of this License shall not be deemed a waiver of any other term or condition, nor shall it be deemed a waiver of the subsequent breach thereof.

15. No Assignment. This License shall not be assigned or transferred without the prior written approval of PARKS.

16. Special Conditions. The following special conditions apply:

Recommended By:   
Christopher Fallon, Director of Marine Services Bureau

THE PEOPLE OF THE STATE OF NEW YORK  
Acting by and through the Commissioner of Parks,  
Recreation and Historic Preservation

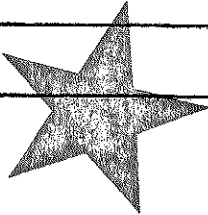
Issued By: \_\_\_\_\_  
Christopher Fallon, Director  
Bureau of Marine Services

ACCEPTANCE OF LICENSEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Reviewed By  
Office of Town Attorney



WHEREAS, Justin McCaffrey, Commissioner, Department of Public Safety, by memorandum dated July 3, 2019, requested Town Board authorization to enter into a contract with Mark Safford, M.D., 220 Loines Avenue, Merrick, New York, for the inspection of all Town owned Automated External Defibrillators (AEDs), as well as the oversight of training records and the verification of proper operation of all such AEDs, for Calendar Year 2019, for an annual cost not to exceed \$2,500.00, with the funds for said payment available in Account No. DPS A 3010 44900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor and/or his designee is hereby authorized to enter into a one (1) year contract with Mark Safford, M.D., to be effective from January 1, 2019, nunc pro tunc, for the inspection of all Town owned Automated External Defibrillators (AEDs), as well as the oversight of training records and the verification of proper operation of all such AED's, for an annual cost not to exceed \$2,500.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same from Account No. DPS A 3010 44900 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

Reviewed By  
Office of Town Attorney

# TOWN OF OYSTER BAY

## Inter-Departmental Memo

July 3, 2019

TO: Memorandum Docket

FROM: Justin McCaffrey, Commissioner, Department of Public Safety

Subject: Professional Services AED Oversight


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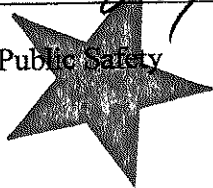
The Department of Public Safety has been utilizing the services of Mark Safford, MD., of 220 Loines Avenue Merrick, NY 11566 for the inspection as well as overseeing training records and verification of the proper operation of all AED's which are owned by the Town in all its facilities. This service is mandated by the New York State Public Health Law Article 30 and 30A Emergency Medical Services.

In accordance with the Town's Procurement Policy, the Department of Public Safety has verified with the Comptroller's Office and the Department of General Services that this professional service is exempt under guideline 6, services under \$10,000.00 in a calendar year, townwide.

This service contract is not to exceed \$2,500.00. Funds for the above request are available in Account DPS A 3010 44900 000 0000.

Therefore, we respectfully request the Town Board to authorize the Town to enter into an agreement and authorize the Supervisor and or his designee to execute the agreement. Further Town Board authorization is requested to ratify this service from January 1, 2019, through December 31, 2019.

  
Justin McCaffrey  
Commissioner of Public Safety



cc: Legislative Affairs (+9)

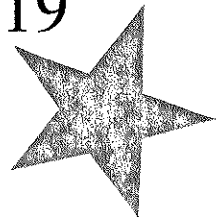
AED COLLABORATIVE  
MEDICAL AGREEMENT

TOWN OF OYSTER BAY

&

DR. MARK SAFFORD

January 1, 2019 – December 31, 2019



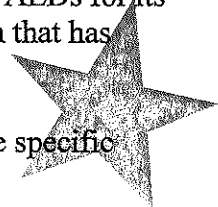
# **WRITTEN PRACTICE PROTOCOLS, POLICIES AND PROCEDURES RELATING TO THE AUTOMATED EXTERNAL DEFIBRILLATION ( "AED PROGRAM") of the Town of Oyster Bay.**

In order to enhance safety measures for the residents, employees, and visitors of the Town of Oyster Bay facilities and property, an Automated External Defibrillation program (AED Program) has been instituted. This document sets forth the practice protocols, policies and procedures of the AED Program (the Program Policy), and is deemed incorporated into each collaborative agreement to which the Town of Oyster Bay is or becomes a party.

The policy is designed to assure that the Town of Oyster Bay personnel who operate the AEDs are properly trained, all AED equipment is maintained in good operating condition, and all New York State laws, rules and regulations applicable to the program are strictly adhered to by the Town of Oyster Bay staff.

## **A. Training**

1. Only those who are trained to use AEDs in accordance with the laws of the State of New York shall be authorized to use the AEDs.
2. All authorized personnel must successfully complete a training course in the operation of AEDs approved by a nationally recognized organization approved by the New York State Department of Health for the purpose of training people in the use of AEDs.
3. All authorized personnel must maintain on file with the Town of Oyster Bay a written certification card or other written evidence satisfactory to the Medical Director Dr. Mark Safford, establishing such authorized personnel's successful completion of an approved AED training course.
4. All such certificates must be current and still effective under the standards of the organization that has approved the course to which such certification relates, and only authorized personnel with certifications effective at the time of use of any AED may use the AED.
5. The Town of Oyster Bay will provide ongoing training in the use of AEDs for its authorized personnel to the extent recommended by the organization that has approved the training course attended by authorized personnel.
6. All authorized personnel shall be familiar with and trained to use the specific model of AED owned by the Town of Oyster Bay.



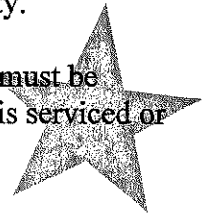
**B. Location of AED Units.**

- 19 Public Safety Vehicles & Boats
- 2 Town Hall North
- 2 Town Hall South
- 1 Landfill
- 7 DPW Facilities
- 7 Community Centers
- 22 Various Town Parks, Beaches, Pools.

If the Town elects to obtain additional AEDs, this policy shall be amended to reflect such additions, and the location at which same shall be employed.

**C. Maintenance and Inspection of the AED Units.**

1. The AED will be kept protected in the case, as supplied by the manufacturer, and shall be kept clean, warm and dry at all times when not in use.
2. The AED is designed to perform routine self-diagnostic tests to verify its operating and battery status. The AED Unit will have both visual and audible status indicators, and a special service indicator light. To supplement and verify the self-diagnostic checks built into each unit, The Department of Public Safety and Parks Department shall conduct the following inspections:
  - a. Weekly inspections; a visual inspection of the AED to determine if any of the self-diagnostic tests and the special service lights indicate that attention is required.
  - b. Monthly inspection: On the first business day of each month the Department of Public Safety and Parks will prepare a monthly inspection report. Each inspection will include observation of all self-diagnostic indicators on the equipment as well as verification that the AED Unit is complete, clean and in good operating condition.
3. If a problem is detected in any such inspection, or if some attention otherwise seems warranted, then the AED should be serviced or attended to immediately. In the event service is needed contact the Department of Public Safety.
4. In the event that such service or attention so warrants, arrangements must be made immediately to have a replaced AED Unit until the AED Unit is serviced or repaired and is again fully functional.





**D. In the event of emergency.**

1. In the event of any medical emergency, immediately notify the Nassau County Police or local Fire Department by calling 911 for medical assistance, if the situation requires it.
2. If more than one employee is present in the course of an emergency situation, then one shall contact EMS while the other employee assists and stays with the victim.
3. Check the victim's Circulation, Airway and Breathing, confirm that victim is unconscious, not breathing and has no pulse or obvious signs of life. If necessary, start CPR until the AED is applied.
4. Position victim away from water and metal. Place unit by victim's shoulder and turn it on.
5. Expose victim's chest, and dry or shave the area if necessary.
6. Apply pads to victim's chest. If needed, plug cables into unit.
7. Stand clear during rhythm analysis.
8. Follow prompts from AED unit to (a) press shock button or (b) do not shock but immediately give CPR with the pads remaining in place, starting with chest compressions.
9. Follow the AED's prompts to analyze the rhythm again after 5 cycles of CPR (about 2 minutes).
10. Continue steps 8 & 9 until the victim recovers (moves) or professional rescuers arrive and take over.
11. If the victim recovers (moves), check for breathing and put a breathing unresponsive victim in the recovery position (with pads remaining in place) and continue the breathing.
12. After emergency medical service assistance has reached the location of the emergency, trained personnel will remain at the scene to assist EMS personnel.
13. If the victim must be transported from the facility, with the AED Unit employees will determine which hospital the victim is being transported to. Inquiry should be made of the ambulance or emergency vehicle operator. If that information is not available, then the employee should contact the Emergency Medical Provider's office to determine where the ambulance took the victim. Employees should not follow the ambulance.

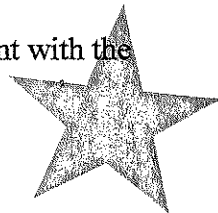
14. The Town of Oyster Bay and the Emergency Health Care Provider (hereinafter "Medical Director") with which the Town has entered into a collaborative agreement related to this program must file reports with respect to each incident involving use of an AED. Such reports cannot be completed without information contained in computer chips installed within each AED unit. Therefore, it is imperative that the staff retrieve any AED unit that leaves the facility. To that end the AED is equipped with a special quick connect adapter, which allows the electrodes, which are attached to the victim when the AED is in use, to be connected to different brand units of AED's. Therefore, the EMS personnel attending to an incident involving the use of the AED will have the option of disconnecting the electrodes from the AED and connecting the same to AED's that the EMS personnel may have brought to the scene.
15. In any situation in which the AED remains at the scene after it is used, it should be secured by AED trained employees.

**E. Documentation requirements.**

1. In the event that a AED is used, the following steps are required:
  - A. The authorized personnel using the AED will prepare an incident report.
  - B. The Medical Director must be contacted promptly, and be provided with all relevant data.
  - C. The data on the computer chip installed in the AED Unit must be downloaded.
  - D. The Town of Oyster Bay must report and submit data to the Nassau County Regional Emergency Medical Services Council:  
131 Mineola Blvd, Suite 105  
Mineola NY 11501-0025,  
(516) 542-0025.

**F. Emergency Health Care Provider.**

1. The Town of Oyster Bay has entered into a collaborative agreement with the following Medical Director:  
  
Dr. Mark Safford  
20 Loines Avenue  
Merrick, NY 11566

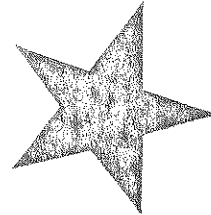


If the identity of the Medical Director changes, the Town shall enter into a collaborative agreement with the new Medical Director, and shall submit the new collaborative agreement to REMSCO.

**G. Quality Improvement Program.**

1. As required by the New York State Health Department, the Town will participate in a regional-approval quality improvement program, the details of which can be obtained from the following location:

Nassau County Regional EMS Council  
131 Mineola Blvd. Suite 105  
Mineola, NY 11501-3919  
(516) 542-0025



Collaborative Agreement Pursuant to Public Health Law 3000-b  
Between The Town of Oyster Bay & Dr. Mark Safford.

Dear Dr. Safford:

When signed by you and the Town of Oyster Bay below this letter will constitute our agreement with respect to the matters set forth below. We agree as follows:

As you know, the Town of Oyster Bay in connection with its proposed Public Access Defibrillation ("PAD") Program is required by law to have a "collaborative agreement" with an "Emergency Health Care Provider" (which we will refer to as "Medical Director"), as those terms are used in Section 3000-b of the Public Health Law.

The Town of Oyster Bay believes that its proposed PAD Program is an extremely important service to provide to its employees, residents and visitors. The Town of Oyster Bay is pleased that you have expressed an interest in serving as the Medical Director for the PAD Program.

Annexed hereto, and incorporated into this agreement by reference, are written practice, protocols, policies, and procedures that will govern the Town of Oyster Bay proposed PAD Program.

You have represented to the Town of Oyster Bay that you have knowledge and experience in the delivery of emergency cardiac care, and that you will participate in the regional quality improvement program pursuant to Subdivision 1 of Section 3004-a of the Public Health Law.

The Town of Oyster Bay hereby retains you, and you agree to be retained by the Town of Oyster Bay, as the Medical Director for the PAD Program for the term, January 1, 2019 through December 31, 2019 for the fee of \$2,500.00. Either party may terminate this agreement at any time, upon thirty (30) days prior written notice. Provided however, that the Town of Oyster Bay may terminate the agreement immediately in the event that you cease to qualify for any reason as the Medical Director under applicable laws, rules and regulations.

Kindly acknowledge your understanding of and agreement to the foregoing by signing in the below space.

We greatly appreciate your assistance.

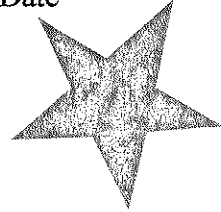


Justin McCaffrey Commissioner  
Town Representative (Print Name) Title

Justin McCaffrey 11/14/2018  
Town Representative (Signature & Date)

MARK B. SAFFORD 189482 B53267639  
Physician Name (Print Name) NYS License # DEA #

MBSP/17 11/26/2018  
Physician (Signature) Date



Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, pursuant to the Code of the Town of Oyster Bay, Chapter 196, Shellfish and Marine Life, §196-18, the Town Board may set aside underground lands as a management area for the conservation, preservation, seeding and rehabilitation of shellfish. That section provides that “(n)o person shall take, interfere with or otherwise disturb shellfish within an area designated as a management area”, and authorizes the Commissioner of the Department of Environmental Resources to prohibit and restrict the removal of shellfish from a management area; and

WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated July 8, 2019, requested Town Board approval to establish three Bay Management Areas in the Town of Oyster Bay at the following locations:

Bay Management Area 1: Oyster Bay Harbor adjacent to West Shore Road south of the Bayville Bridge (25 acres): Coordinates 40.885151, -73.546077; 40.886299, -73.543195; 40.882209, -73.544047; 40.883356, -73.541165.

Bay Management Area 2: East of and adjacent to Laurel Hallow Beach (20 acres): Coordinates 40.876619, -73.487969; 40.878222, -73.486267; 40.87622, -73.482997; 40.874618, -73.4847.

Bay Management Area 3: Oyster Bay Cove, west of and adjacent to Lloyd Neck Beach (10 acres) Coordinates: 40.882575, -73.510405; 40.880396, -73.508943; -73.507379, 40.880965; -73.508842, 40.883172; and

WHEREAS, Deputy Commissioner Baptista, by said memorandum, stated that the aforementioned areas were selected after careful consideration and study that included an examination of the bottom types, water currents and the commercial impacts when creating the areas, with the purpose of creating these areas to increase the shellfish stock in order to replenish their numbers in certified waters ; and

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is accepted and approved, and the aforescribed areas are hereby designated as “Conservation Management Areas”.

-#-

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

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

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

TO: Memorandum Docket

FROM: George Baptista, Jr., Deputy Commissioner  
Department of Environmental Resources

DATE: July 8, 2019

SUBJECT: Conservation Management Area Designation

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Pursuant to the provisions of Chapter 196 "Shellfish" Section 196-18 "Conservation Management Areas" the Department of Environmental Resources requests Town Board approval to establish three Bay Managements Areas in the Town of Oyster Bay waters at the following locations:

Bay Management Area 1 - Oyster Bay Harbor adjacent to West Shore Road south of the Bayville Bridge-25 acres: Coordinates 40.885151, - 73.546077; 40.886299, -73.543195; 40.882209, -73.544047;; 40.883356, -73.541165

Bay Management Area 2 - East of and adjacent to Laurel Hollow Beach - 20 Acres: Coordinates 40.876619, -73.487969; 40.878222, -73.486267; 40.87622, -73.482997; 40.874618, -73.4847

Bay Management Area 3 - Oyster Bay Cove, west of and adjacent to Lloyd Neck Beach - 10 acres: Coordinates 40.882575-73.510405;; 40.880396-73.508943;; -73.507379, 40.880965; -73.508842, 40.883172

These areas were selected after careful consideration and study that included an examination of the bottom types, water currents and the commercial impacts when creating these areas. The Bay Management Areas will be utilized for several environmental purposes. The primary use is to facilitate shellfish transfers from New York State Department of Environmental Conservation designated uncertified waters to certified waters. These transfers will significantly increase the shellfish stock to replenish and restore depleted stocks from certified waters in Oyster Bay Harbor. In addition, the Laurel Hollow Bay Management Area will be used as a Shellfish Spawner Sanctuary in conjunction with the Oyster Bay-Cold Spring Harbor Protection Committee. The sanctuary, utilizing a portion of the Bay Management Area, will create an area where shellfish (primarily oysters) may naturally establish a vibrant, self-sustaining oyster and clam population in public waters

Town Board designation of the areas noted above as Conservation Management Areas is respectfully requested.

  
George Baptista, Jr.  
Deputy Commissioner

GB:ca  
cc: Town Attorney with 9 Copies

**§ 196-18 Conservation management areas.**

The Town Board may set aside as a management area, Town lands underwater for the conservation, transplantation, preservation, seeding and rehabilitation of shellfish. Any area so set aside shall come under the direct supervision of the Commissioner of the Department of Environmental Resources of the Town of Oyster Bay. No person shall take, interfere with or otherwise disturb shellfish within an area designated as a management area.

A. An uncertified area shall be a management area.

B. A description of each management area and all prohibitions, restrictions and regulations with regards to the taking of shellfish from a management area shall be posted in the office of the Town Clerk.

C. Determinations by Commissioner.

(1) The Commissioner of the Department of Environmental Resources is authorized to prohibit and restrict the removal of shellfish from any management area. In making a determination as to the prohibition or restriction of the removal of any shellfish from a management area the Commissioner of the Department of Environmental Resources shall, among other things, give due consideration to the following:

(a) Whether or not the shellfish have been sufficiently purified to be suitable as food for human consumption.

(b) Whether or not the first spawning period has passed for the shellfish in the management area.

(c) Whether a minimum quantity of shellfish is available within the shellfish area for spawning until such time as desired quantities of shellfish are maintained.

(2) Whenever the Commissioner of the Department of Environmental Resources has made a determination after giving due consideration to the conditions prescribed in this section, he may open the management area with freedom of access for harvest by holders of shellfish permits and other persons duly authorized to use the management area.

D. The Commissioner of the Department of Environmental Resources shall mark a management area with appropriate monuments, stakes or boundary markers.

E. No person shall willfully injure or remove any signs, monuments, stakes or boundary markers of any kind placed for the purpose of delineating or locating a management area. The Commissioner of the Department of Environmental Resources may authorize the removal of any sign, monument, stake or boundary marker.



Reviewed By  
Office of Town Attorney

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated June 28, 2019, recommended that the Town Board authorize payment of a refund in the amount of \$10,816.00 to Construction Management & Builders, Inc., 75 Sylvan Street, Building C, Danvers, Massachusetts 01923, the building permit fee paid for Building Permit Number R19000735, which permit was voided on April 30, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board authorizes payment of a refund to Construction Management & Builders, Inc., in the amount of \$10,816.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

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

-#-

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

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

141

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

**DATE:** June 28, 2019

**TO:** MEMORANDUM DOCKET


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

**SUBJECT:** COMMERCIAL REFUND – CONSTRUCTION MANAGEMENT AND BUILDERS

---

Pursuant to the Code of the Town of Oyster Bay, this department issued a Building Permit Number R19000735 in the amount of \$10,916.00 minus the non-refundable \$100.00 fee. Permit R19000735 was voided on April 30, 2019 as per inspection report dated April 26, 2019 stating that the work had not been completed. As a result of the sale of the company the renovation plans were reinstated with permit application No. 19050353 which was filed on May 17, 2019.

Therefore, in light of the aforementioned facts, a ten thousand, eight hundred sixteen (\$10,816.00) refund for the building permit fee associated with Building Permit Number R19000735 should be refunded to Construction Management & Builders, 75 Sylvan Street Building C, Danvers, Massachusetts 01923 under account number PAD B 0001 02555 000 0000.



  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:TRZ:km

cc: Town Attorney's office (w/9 copies)

# TOWN OF OYSTER BAY

### CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID # ☒ SOCIAL SECURITY # ☐

CLAIMANT'S NAME

CONSTRUCTION MANAGEMENT + BUILDERS

CONTRACT #

ORDER #

CLAIMANT'S ADDRESS

75 SULLIVAN ST. BLDG C DANVERS, MA

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

TOWN DEPARTMENT

## PLANNING + DEVELOPMENT

01923

CLAIMANT INVOICE #

RESO #

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

### DETAILED DESCRIPTION OF MATERIALS OR SERVICES

[illegible]

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

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

\$10,816

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

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

Signature [Signature] Title \_\_\_\_\_

Print or type name LEATH BLACKMAN

Name of Company

Date 6/18/19

VP / ACCOUNT EXECUTIVE

# CONSTRUCTION MANAGEMENT + BUILDERS

I HEREBY APPROVE this claim form for the sum of \*\*\*\*\*\$10,816.00\*\*\*\*\* for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.

Signature \_\_\_\_\_, Title COMMISSIONER Date 06/25/2019

Department ELIZABETH L. MACCARONE  
PLANNING & DEVELOPMENT

Title COMMISSIONER

Date 06/25/2019

Department ~~PLANNING & DEVELOPMENT~~

Account PAD B 0001 02555 000 0000



Construction  
Management  
& Builders, Inc.  
Boston • New York

June 18, 2019

Elizabeth L. Maccarone  
Commissioner  
Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, NY 11771

Dear Ms. Maccarone,

On behalf of Construction Management & Builders, I am writing to request a refund for the permit fee associated with the renovations to the Best Market located 1036 Old Country Road in Plainview, NY, in the amount of \$10,816.

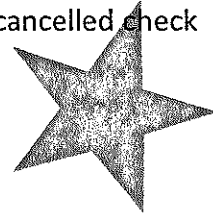
Together with our architect, Rosenbaum Design Group, we made the decision to submit a new application for the new store. A building inspector visited the site to confirm no work was performed under the Best Market permit, a required contingency of the refund. Please see paperwork attached confirming the Best Market permit was voided, allowing the refund to occur.

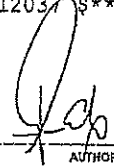
I am also including the completed Town of Oyster claim form and a copy of the cancelled check for reference.

You can reach me at 917-374-4646 with any questions.

Sincerely,

Leah Blackman  
Vice President/Account Executive



<b>CM&amp;B</b> <b>PEOPLE BUILDING.</b> 75 Sylvan Street • Danvers, MA 01923	Construction Management & Builders, Inc. Boston • New York	THN 18090481	CAMBRIDGE TRUST COMPANY	53-59	12037
		914-420-4958	CAMBRIDGE MA	113	
Pay: *****Ten thousand eight hundred sixteen dollars and no cents					
		DATE	CHECK NO.	AMOUNT	
		February 20, 2019	12037	*****10,816.00	
PAY TO THE ORDER OF	Town of Oyster Bay, NY				
		AUTHORIZED SIGNATURE			

ENDORSE CHECK HERE  
For Deposit Only  
Town of Oyster Bay  
6824008764

DO NOT SIGN WITH INK  
FOR FINANCIAL INSTITUTION USAGE ONLY

S LINE

>065000090<  
CAPITAL ONE, NA  
RICHMOND, VA 089 21  
Deposit      6824008764

1

POSTAGE WILL BE PAID BY ADDRESSEE  
NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE UNITED STATES

FIRST CLASS PERMIT NO. 1000 NEW YORK, NY  
POSTAL SERVICE®  
BOSTON, MA 02111-0001

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE UNITED STATES

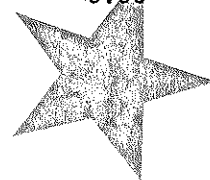
## TOWN OF OYSTER BAY

ITEM 1 OF 1

PERMIT RECEIPT

OPERATOR: sgerber  
COPY # : 1Sec:12 Twp:Oyster B Rng: Sub: Blk:555 Lot:86  
SBL ..... 12-555-86DATE ISSUED.....: 09/28/2018  
RECEIPT #.....: 01000446873  
REFERENCE ID # ....: 18090481Permit Num .....: R19000735  
SITE ADDRESS .....: 1000 -1064 OLD COUNTRY RD  
SUBDIVISION .....:  
CITY .....: PLAINVIEW  
IMPACT AREA .....OWNER .....: MORTON VILLAGE REALTY  
ADDRESS .....: 295 MADISON AVENUE  
CITY/STATE/ZIP ....: NEW YORK, NY 10017RECEIVED FROM .....: RECEIPT INTERFACE  
CONTRACTOR .....: CONSTRUCTION MANAGEMENT & BUIL LIC # 01607  
COMPANY .....: CONSTRUCTION MANAGEMENT & BUIL  
ADDRESS .....: 75 SYLVAN STREET BUILDING C  
CITY/STATE/ZIP ....: DANVERS, MA 01923  
TELEPHONE .....: (781) 246-9400

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-APPL FEE FLAT RATE		1.00	100.00	0.00	100.00	0.00
TOTAL PERMIT :			100.00	0.00	100.00	0.00
METHOD OF PAYMENT		AMOUNT	REFERENCE NUMBER			
CHECK		100.00	2834			
TOTAL RECEIPT :		100.00				



TOWN OF OYSTER BAY

ITEM 6 OF 6

\$100 CREDIT RECEIPT

RECEIPT # : 01000451209

PRINT DATE : 06/24/2019

RECEIPT DATE : 02/22/2019

PRINT TIME : 15:29:53

OPERATOR : sgerber

COPY # : 1

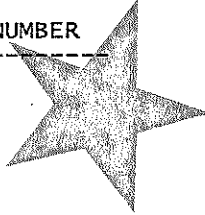
RECEIVED BY : KLB

CASH DRAWER: 01

REC'D. FROM : CONST MNGMT BLDRS INC

CUSTOMER ID	ITEM	PAYMENT
1.000	\$100.00 \$100 CREDIT	-100.00
TOTAL		-100.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	10,816.00	12037
TOTAL RECEIPT :	10,816.00	



TOWN OF OYSTER BAY

5 ITEMS OF 6

PERMIT RECEIPT

OPERATOR: sgerber  
COPY # : 1

Sec:12 Twp:Oyster B Rng: Sub: Blk:555 Lot:86  
SBL ..... 12-555-86

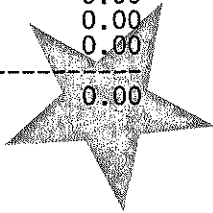
DATE ISSUED.....: 02/22/2019  
RECEIPT #.....: 01000451209  
REFERENCE ID # ....: 18090481

Permit Num .....: R19000735  
SITE ADDRESS .....: 1000 -1064 OLD COUNTRY RD  
SUBDIVISION .....:  
CITY .....: PLAINVIEW  
IMPACT AREA .....

OWNER .....: MORTON VILLAGE REALTY  
ADDRESS .....: 295 MADISON AVENUE  
CITY/STATE/ZIP ....: NEW YORK, NY 10017

RECEIVED FROM .....: CONST MNGMT BLDRS IN  
CONTRACTOR .....: CONSTRUCTION MANAGEMENT & BUIL LIC # 01607  
COMPANY .....: CONSTRUCTION MANAGEMENT & BUIL  
ADDRESS .....: 75 SYLVAN STREET BUILDING C  
CITY/STATE/ZIP ....: DANVERS, MA 01923  
TELEPHONE .....: (781) 246-9400

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BLDG FEE	VALUATION	634,271.00	7708.00	0.00	7708.00	0.00
B-CA	FIXTURES	92.00	305.00	0.00	305.00	0.00
B-CO	VALUATION	634,271.00	1303.00	0.00	1303.00	0.00
B-FURNACE		7.00	700.00	0.00	700.00	0.00
B-PLMB FEE	FIXTURES	85.00	900.00	0.00	900.00	0.00
TOTAL PERMIT :			10916.00	0.00	10916.00	0.00





# Building Permit

R19000735

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



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

School District Plainview	Section/Block/Lot 12-555-86	Zone NB	Application No. 18090481	ZBA Number	ZBA Date	Receipt No. 01000451209
------------------------------	--------------------------------	------------	-----------------------------	------------	----------	----------------------------

Permittee	ROSENBAUM DESIGN GROUP 2001 MARCUS AVENUE LAKE SUCCESS NY 11042-1011 (516) 616-6111	Contractor	CONSTRUCTION MANAGEMENT & BUILDERS 75 SYLVAN STREET BUILDING C DANVERS, MA 01923 (781) 246-9400
Property Owner	MORTON VILLAGE REALTY 295 MADISON AVENUE NEW YORK, NY 10017 (212) 545-1100	Plumber	INTERCOUNTY PLUMBING & HEATING 3 AMITYVILLE ST. ISLIP TERRACE NY 11752 (646) 372-4625
		Electrician	PATRIOT ELECTRIC CORPORATION 15-17 126TH STREET COLLEGE POINT NY 11356 (516) 578-6396

## Address of Actual Construction

1000 -1064 OLD COUNTRY RD. PLAINVIEW, NY 11803		Tenant BEST MARKET	
Permission Granted for the	CONSTRUCTION OF	Estimated Cost of Construction	\$0

CONSTRUCTION OF A 27,577 SF INTERIOR ALTERATION TO ACCOMMODATE, ""BEST MARKET"", GROUP ""M"" OCCUPANCY WITHIN AN EXISTING FIRE SPRINKLERED, ONE (1) STORY BUILDING OF TYPE 2B CONSTRUCTION. THE INSTALLATION OF NINETEEN (19) PLUMBING FIXTURES: BASEMENT (1-HI-LO DF) F.F. (2-W.C.'s, 2-LAVS., 7-H.S., 5-3 COMP SINKS, 2-2 COMP SINKS) AND ONE (1) 200# G.T. & ONE (1) 70# G.T. IN BASEMENT. (7-L.W.'s, 13-F.D.'S, 3-T.D.'s, 41-H.D.'S) @ FIRST FLOOR. SEVEN (7) GAS BURNERS (1-GAS ROTISSERIE SMOKER, 1-ROTISSERIE, 1-OVEN, 1-FRYER, 1-RANGE, 2-RACK OVENS WITH PROOFER) AS PER CODE & PLAN PREPARED BY RAND ROSENBAUM, RA DATED 10/19/18. ONE (1) 17'-0"" & ONE (1) 4'-0"" HOOD/DUCT/ANSUL SYSTEM.

\* SIGNS MUST BE FILED SEPERATELY \* \* NO H.V.A.C. UNITS UNDER THIS PERMIT \*  
\* ANY MODIFICATIONS TO EXISTING FIRE SPRINKLER SYSTEM MUST BE FILED SEPERATELY AND CA OBTAINED PRIOR TO ISSUANCE OF C OF O \* \* MUST OBTAIN N.C.H.D. APPROVAL FOR FOOD SERVICES  
\* \* MUST SUBMIT N.C.F.M. APPROVAL FOR SPRINKLER, FIRE & SMOKE DETECTING & HOOD/DUCT/ANSUL SYSTEM, PRIOR TO ISSUANCE OF C OF O \* \* MUST SUBMIT (AMEND) PLAN TO INCLUDE SHEET A-604 WHICH IS SHOWING HOOD/DUCT/ANSUL DETAILS \* \* MUST OBTAIN APPROVAL FOR GREASE TRAPS FROM THE APPROPRIATE AUTHORITY HAVING JURISDICTION \*  
ALL WORK TO COMPLY WITH T.O.B. APPROVED PLAN DATED 10/24/18.  
ZONING REVIEW - PROPOSED CHANGE OF TENANCY WITH INTERIOR ALTERATIONS FOR ""BEST MARKET SUPERMARKET""  
PERMIT VOID-WORK NOT COMPLETED PER INSP BY GA ON 4/26/19

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

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

Located On	Side Of	Feet	Of		Post Office
N	OLD COUNTRY ROAD	0.00	E	REX PLACE	PLAINVIEW
DESCRIPTION	FEE	PAID	BALANCE		
APP FEE	100.00	100.00	0.00		
BLDG	7,708.00	7,708.00	0.00		
CA	305.00	305.00	0.00		
CO	1,303.00	1,303.00	0.00		
PLUMBING	1,600.00	1,600.00	0.00		
-----					
*** FEE TOTALS ***	11,016.00	11,016.00	0.00		
TOTAL PAID AFTER APPLICATION FEE APPLIED: \$10,816.00					

Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspections.

Changes regardless of size from the stamped approval plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.

## INSPECTIONS

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

### BUILDING INSPECTIONS:

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

### PLUMBING INSPECTIONS

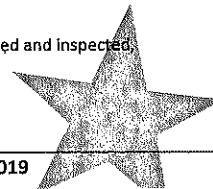
- \*Underground plumbing - before backfilling.
- \*Rough plumbing - before closed up and ready for test.
- \*Final inspection when all fixtures are set.
- \*Sewer connection - spur tie-in.
- \*Sanitary systems. (Excavation/Construction).
- \*Installation or replacement of burners. (oil, gas, electric).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

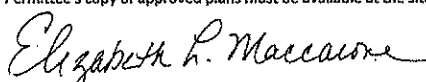
### DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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



Date Issued:	02/25/2019	Work Must Start By:	8/25/2019
CO must be issued by 02/26/2020 or permit will expire unless renewed prior to expiration.			
Permittee's copy of approved plans must be available at the site for all inspections			
			
Commissioner, Department of Planning and Development			

Department of Planning and Development  
(516) 624-6200



74 Audrey Avenue - Oyster Bay, N.Y. 11771  
Fax: (516) 624-6240

### Building Inspector's Report

Date: 4-25-19 Time:      AM      PM I have reviewed (      ) previous reports.  
Owner: Morton Realty Contractor:      Zone WB  
Address: 1000-1064 of County Rd Address:      Sec. 11  
Telephone:      Telephone:      Blk. 555  
Lot(s) 26

Permit #(s) R 19000735 Type Final A/F Date Issued 2-25-19 Expiration Date 2-25-20

Type of Inspection -      Excavation      Footing      Foundation      Rough Frame  
     Final Frame      Insulation      Final      Other     

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

#### To Continue Work:

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

#### To Obtain a Certificate of Occupancy:

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

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

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

#### Comments/Observations/Information:

New App to be Submitted for new store  
Work Not Complete  
OK to Void Permit  
R 19000735  
OK to Void  
SP  
4/29/19

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

Inspection Approved:      Yes      No      Conditional Approval (See Comments)  
Report to Contractor:      In Person      Left on Premises  
Report to Homeowner:      In Person      By Mail  
N.O.V. #:      Date Due:      Summons #:      Date Returnable:       
Received By:      Inspector's Signature:       
Inspector's Extension: (516) 624-     

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

SECTION 12 BLOCK 555 LOT(S) 86



TOWN OF OYSTER BAY  
DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF BUILDING

Town Hall  
Oyster Bay, New York 11771

19050353

19050353

**APPLICATION FOR PERMIT TO BUILD OR INSTALL**

APPLICATION MUST BE TYPEWRITTEN OR PRINTED IN INK LEGIBLY.

	Name	Street Address	Post Office	Zip	Phone #
PROPERTY OWNER:	Morton Village Realty	295 Madison Avenue	New York City, NY	11017	212-545-1100
LESSEE:	Lidl US, LLC	3500 South Clark Street	Arlington, VA	22202	703-946-5163
TENANT:	Rosenbaum Design Group	2001 Marcus Avenue	Lake Success, NY	11042	516-616-6111
APPLICANT:	Rand K. Rosenbaum, RA	Same as above.			
ARCHITECT:	Construction Management & Builders	75 Sylvan Street - Building C	Danvers, MA	01923	781-246-9400
CONTRACTOR:	Intercounty Plumbing & Heating	3 Amityville Street	Islip, Merrick, NY	11752	646-372-4625
PLUMBER:	Patriot Electric Corp.	15-17 126th Street	College Point, NY	11356	516-578-6396
ELECTRICIAN:					

ADDRESS OF CONSTRUCTION: 1026 Old Country Road Plainview, NY 11803  
IF DIFFERENT FROM ABOVE NO. & STREET POST OFFICE ZIP CODE

LOCATION OF PROPERTY: N.E.S.W. SIDE OF \_\_\_\_\_ FEET  
N.E.S.W. OF \_\_\_\_\_  
OR \_\_\_\_\_ (STREET) \_\_\_\_\_ (POST OFFICE)  
N.E.S.W. OF \_\_\_\_\_ corner of \_\_\_\_\_ and \_\_\_\_\_  
(STREET) (STREET) (POST OFFICE)

**TYPE OF BUILDING**

**A. TYPE OF IMPROVEMENT**

**B. PROPOSED USE**

EXISTING \_\_\_\_\_ PROPOSED \_\_\_\_\_

EXISTING \_\_\_\_\_ PROPOSED \_\_\_\_\_

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

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

DESCRIBE THE WORK IN DETAIL (Size and Dimension(s) of Structure(s)) Lidl: Tenant-related fit-out  
alterations within an existing demised portion of a former supermarket  
~~space as shown on plans. Signs, ansul, sprinkler + fire alarm filed by~~  
~~others under separate applications~~  
A Disclosure Affidavit needs to be filed with the Application to demonstrate that there is no potential conflict of interest  
between a property owner, applicant, contractor or other involved party to an Application and any employees or other  
relationships to the Town of Oyster Bay.

**HAVE BOTH AFFIDAVITS NOTARIZED**

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

**APPLICANT**

**OWNER**

STATE OF NEW YORK  
COUNTY OF NASSAU

STATE OF NEW YORK  
COUNTY OF NASSAU

ss:

ss:

Rand Rosenbaum, RA

RANDY SCHMER

being duly sworn, deposes and says: That  
he/she resides at 2001 Marcus Avenue  
In the hamlet of Lake Success in the State of NY  
and that he/she is authorized by the Owner  
who is the owner in fee of all that certain lot, piece or parcel of land shown on  
the attached survey, situated, lying and being within the unincorporated area of  
the Town of Oyster Bay, to make application for a permit to perform said work  
in the foregoing application and accompanying plans, and all the statements  
contained herein are true to deponents own knowledge.  
Address: Same as above.  
Phone: \_\_\_\_\_

being duly sworn, deposes and says: That  
he/she resides at 295 Madison Avenue  
in the hamlet of New York City in the State of NY  
and that he/she is the owner in fee of all that certain lot, piece or parcel of land  
shown on the attached survey, situated, lying and being within the unincorporated  
area of the Town of Oyster Bay, that the work proposed to be done upon the said  
premises, will be done in accordance with the approved application and  
accompanying plans, and hereby authorizes Rand Rosenbaum, RA  
(applicant) to make application for a permit to perform said work in the foregoing  
application and accompanying plans, and all the statements herein contained are  
true to deponent's own knowledge.  
(Sign here) \_\_\_\_\_ (owner)

(Sign here) \_\_\_\_\_  
Sworn to before me this 1st day of May 2019

(Sign here) \_\_\_\_\_  
Sworn to before me this 6th day of May 2019

Elizabeth A. Dolan  
NOTARY PUBLIC

ELIZABETH A. DOLAN  
Notary Public, State of New York  
No. 01DO6215569  
Qualified in Queens County  
Commission Expires December 28, 2021

CHRISTOPHER BORINA  
Notary Public, State of New York  
Registration #02NA6328103  
Qualified in New York County  
Commission Expires July 27, 2019

(Rev. 07/11/2017)

<b>Contractor:</b> Construction Management & Builders 75 Sylvan St Bldg C Danvers, MS 01923	<b>Premises:</b>  1000 -1064 OLD COUNTRY RD PLAINVIEW NY 11803
<b>Permit(s) Number:</b> R19000735	<b>Tenant (if applicable):</b> BEST MARKET
	<b>Section:</b> 12 <b>Block:</b> 555 <b>Lot(s):</b> 86

Dear Sir/Madam,

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

Document(s) Required	Telephone #:	Comments:
Amended Building Construction Plans	Your Eng./Arch.	PERMIT #R19000735 IS VOID AS PER INSPECTION ON 04/26/2019 BY G.A. WORK WAS NOT COMPLETED.
Original Engineer/Architect Certification	Your Eng./Arch.	
Building Inspection	(516) 624-6221	
Expired Building Permit/Renewal	(516) 624-6216	NEW APPLICATION WILL BE SUBMITTED FOR NEW STORE.
Electrical Certificate of Approval	Your Electrician	
Plumbing Permit	(516) 624-6271	
Plumbing Inspection	(516) 624-6221	
Final Survey(s) #	Your Surveyor	
Nassau County Fire Marshal Approval:	(516) 572-1026	
Fire Alarm/Smoke Detection System		
Hood and Duct		
Automatic Fire Suppression System		
Final Supervision Affidavit	(516) 624-6216	
Elevator Certification	(516) 624-6358	
Concrete Certification	Your Engineer	
Steel Certification	Your Engineer	
Nassau County Board of Health Approval	(516) 571-3410	
Sewer Certificate of Approval	Your Plumber	
Cesspool Approval	Your Plumber	
Fire Sprinkler Test Approval	Your Plumber	
Flame Spread Certifications:		
Carpet	Your Supplier	
Floor	Your Supplier	
Walls	Your Supplier	
Ceiling	Your Supplier	
T.O.B. Engineer and Drainage Approval	(516) 624-6246	
T.O.B. Highway Approval and Tree Preservation	(516) 677-5888	
ZBA Compliance	(516) 624-6232	
Park Fees	(516) 624-6150	
Code Compliance Bureau Approval	(516) 624-4805	
X-Ray/Physicist Report Approval	(516) 571-3410	
Additional Permits	(516) 624-6271	
Public Assembly License Approval	(516) 624-6282	
Landscaping Inspection and Approval	(516) 624-6249	
Department of Agriculture	(212) 488-4820	
Final Fee	(516) 624-6219	
Letter from LIPA	(516) 933-2060	
Grease Trap Approval	Appropriate Agency	
Energy Star Compliance		
Other Approval		

Please send all documents to the attention of the Certificate of Occupancy Room

Date Reviewed	Reviewer	Telephone Number
04/30/2019	SUZ'ANNE P	(516) 624-6379

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated July 8, 2019, and deBruin Engineering, P.C., by Jorge I. Aguirre, P.E., Consulting Engineer, 3 Aerial Way, Syosset, New York, by letter dated March 5, 2019, advised that it is necessary and essential to authorize Change Order No. 1, relative to Contract No. DPW18-177, South Oyster Bay Canal Mouth Dredging, Massapequa, in order to extend the dredging limit at Gene Williams Canal, for a total increase in the amount of \$90,062.00; and

WHEREAS, deBruin Engineering, P.C., advised that certain quantity decreases occurred due to a reduction in the overall dredged area, resulting in a net decrease of \$29,008.00; and

WHEREAS, Change Order No. 1 and various quantity increases and decreases, resulted in a net increase of \$61,054.00 in contract costs; and

WHEREAS, deBruin Engineering, P.C. also advised, by letter dated April 30, 2019, that a final inspection has been made of the work performed under Contract No. DPW18-177, and has certified that the Contractor, H&L Contracting, LLC, 38 Homan Avenue, Bay Shore, New York, has complied with all of the requirements of the Contract, and Commissioner Lenz, by the aforementioned memorandum, has advised that the Department of Public Works concurs with the Consulting Engineer that this Contract be accepted as having been completed, and that final payment be made to the Contractor; that work was scheduled to be completed on April 15, 2019, and was completed on April 15, 2019; and that final construction costs were in the amount of \$2,298,054.00 taking into consideration the effect of Change Order No. 1 and the quantity increase and decrease set forth hereinabove; and

WHEREAS, the Department of Parks, by memorandum dated April 22, 2019, concurs with the recommendation of final acceptance of this project; and

WHEREAS, the Office of the Town Attorney and the Office of the Comptroller, by separate memoranda dated July 3, 2019 and July 2, 2019, respectively, stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this Contract,

NOW THEREFORE IT BE RESOLVED, That upon the recommendation as hereinabove set forth, Change Order No. 1 to Contract No. DPW18-177 is hereby approved, and the Supervisor is hereby authorized to sign Change Order No. 1, setting forth the work required, at a total cost of \$90,062.00; and be it further

RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. DPW18-177 is accepted as being complete, at a final construction cost of \$2,298,054.00, and the Comptroller is hereby authorized and directed to make final payment for same, in accordance with the applicable terms and provisions of this 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 Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

Reviewed By  
Office of Town Attorney  
*[Signature]*

15

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

July 8, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: CHANGE ORDER NO. 1  
QUANTITY DECREASE  
FINAL ACCEPTANCE & FINAL PAYMENT  
SOUTH OYSTER BAY CANAL MOUTH DREDGING  
MASSAPEQUA, NEW YORK  
CONTRACT NO. DPW18-177

---

Attached is a letter from deBruin Engineering P.C., dated March 5, 2019, concerning Change Order No. 1 for a total increase in the amount of \$90,062.00.

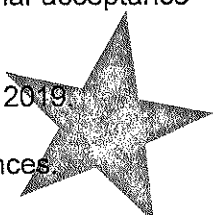
The above-subject Change Order No.1 is due to additional compensation to the contractor for extending the dredging limit at Gene Williams Canal which was physically constricted by adjoining bulkheads and the purchase of 12 replacement pilings within TOBAY Marina.

The Contractor, H&L Contracting LLC, has submitted his price quote for the proposed work and the consultant, deBruin Engineering P.C., reviewed the contractor's price and finds the price of \$90,062.00 for additional work to be fair and reasonable.

Also attached is a letter with backup, from deBruin Engineering P.C., dated March 5, 2019 concerning a Quantity Increase/Decrease which explains decreases in quantities for the above subject project, resulting in a net decrease is \$29,008.00. The resulting decrease to the contract is attributed to a reduction in the overall dredged area.

The described Change Order No. 1 and quantity increase/decrease will cause the final contract cost to exceed the bid price and will increase the final contract amount by \$61,054.00 for a final contract amount of \$2,298,054.00. Funds are available in the amount of \$61,054.00 from funds reserved for potential quality increases.

Attached herewith is:

1. A letter dated April 30, 2019 from deBruin Engineering P.C., recommending final acceptance by the Town of Oyster Bay.
  2. The consultant's final engineer's certificate for H&L Contracting LLC, dated May 1, 2019.
  3. A statement from the Town Attorney's office indicating there are no legal hindrances.
  4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
- 

5. A statement from the Department of Parks concurring with final acceptance.

Work under this contract was directed to proceed as of October 23, 2018 to be completed by April 15, 2019. Actual work was completed on April 15, 2019.

Final construction costs amount to \$2,298,054.00.

We hereby concur with \$2,298,054.00. 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/HIGHWAY

RWL/JCT/MR/HAS/lk  
Attachments

cc: Town Attorney (w/9 copies)  
Steven C. Ballas, Comptroller  
Kathy Stefanich, Public Works  
Eric Tuman, Commissioner/General Services  
Joseph G. Pinto, Commissioner/Parks

DPW18-177 DOCKET Quantity Dec-Inc CO Final Accept

April 30, 2019

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

Re: SOUTH OYSTER BAY CANAL MOUTH DREDGING LOCATED IN MASSAPEQUA  
Contract No. DPW18-177  
Project No. 6047  
**Engineer's Certificate of Completion**

Dear Commissioner:

Please be advised that H&L Contracting, LLC, the General Contractor for the dredging of various canal mouths Contract has completed all work including closeout procedures for the project. We find the work to be acceptable and in compliance with the plans and specifications.

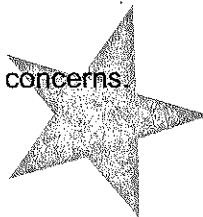
The contract started on October 23<sup>rd</sup>, 2018, and was successfully completed on the original completion date of the April 15<sup>th</sup>, 2019. All dredging work was completed by January 24, 2019 in accordance with the applicable permits.

The final cost of the project was \$2,298,054.00.

Please contact me at your convenience with any comments or concerns.

Sincerely yours,

  
Jorge I. Aguirre, P.E.





March 5, 2019

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

Attn: Hans Stronstad

RE: **South Oyster Bay Canal Mouth Dredging**  
**Contract No. DP 18-177**  
**de Bruin Order No. 6047**  
**Change Order No. 1**

Gentlemen:

This cover letter summarizes Change Order No. 1, submitted by H&L Contracting, LLC the General Contractor on the South Oyster Bay Canal Mouth Dredging project.

**Item 1 - Cost for Extended Dredging Work in Gene Williams Canal**

**Change to Contract** Increase to contract of \$84,434.00.

**Reason for Change**

The dredging limits in Gene Williams Canal were extended beyond the limit shown on the contract drawings to remove shoaling. This dredging, totaling 518 cubic yards of material, was in an area that was physically constricted by adjoining bulkheads. The production rate for dredging in this area was approximately 1/3 of the rate in open areas shown on the drawings. The contractor's price for performing this work was a unit price of \$163 per cubic yard in lieu of the contract price of \$56 per cubic yard. This results in a cost increase in the amount of  $518 \text{ cy} \times \$163 = \$84,434.00$ .

**Item 2 - Supply of New Piles**

**Change to Contract** Increase to contract of \$5,628.00 ✓

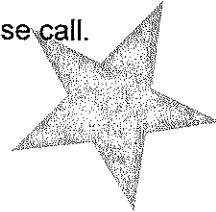
March 5, 2019

**Reason for Change**

As part of the mobilization work the contractor removed piles from Tobay Marina. The piles were to be stored and reinstalled at the completion of the project. The removed piles were inspected and determined to be in poor condition and the contractor was asked to provide new piles. This change order is for the cost of supplying the new piles. The cost of installation is part of the contract price. The cost is \$469 per pile for 12 piles for a total of \$5,628.00. ✓

de Bruin Engineering, P.C. has reviewed the Proposed Change Order documentation submitted by H&L Contracting, LLC and recommends that the Town of Oyster Bay approves the Change Order for the total amount of \$90,062.00. ✓

Should you have any questions or concerns regarding this matter, please call.



Sincerely yours,

A handwritten signature in black ink, appearing to read 'Jorge Ivan Aguirre', written over a circular stamp or seal.

Jorge Ivan Aguirre, P.E.



de Bruin Engineering P.C.

Civil Engineering & Construction Management

March 5, 2019

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

Attn: Hans Stronstad

RE: **South Oyster Bay Canal Mouth Dredging**  
**Contract No. DP 18-177**  
**de Bruin Order No. 6047**  
**Quantity Increase/Decreases**

Gentlemen:

Final quantities have been measured on this project in accordance with the contract documents. The following contract items had final quantities that are different from the Contract Quantities.

Item No.	Units	Description	Contract Quantity	Final Quantity	Quantity Change	Unit Price	Cost Change
3	CY	Dredging	8,500	7,982	-518	\$56.00	-\$29,008.00

The following is a summary of the changes in the Contract Amount.

Original Contract Amount	\$2,237,000.00
Net Change by Change Orders	+90,062.00
Net Change by Quantity Increase/Decrease	-29,008.00
Final Contract Amount	\$2,298,054.00

Should you have any questions or concerns regarding this matter, please call.

Sincerely yours,

  
Jorge Ivan Aguirre, P.E.

# TOWN OF OYSTER BAY

Page: 1

Engineer's Certificate

DATE: 04/15/19

DEPARTMENT OF PUBLIC WORKS

150 Miller Place

Syosset, New York 11791

Contractor **H & L CONTRACTING LLC**

Project Name **SOUTH OYSTER BAY CANAL  
MOUTH DREDGING**

38 HOMAN AVENUE

Address **BAY SHORE, NY 11706**

TOB Contract No. **DP 18-177**

Engineer/Architect

Estimate No. **6**

de BRUIN ENGINEERING PC

Address **11 UNION AVENUE**

**BETHPAGE, NY 11714-5811**

Item No.	Quantity	Description	Total Bid Price	Work Performed To Date		
				Unit Price	Quantity	Amount
1	1 LS	MOB/DEMOB DREDGING	527,000.00	527,000.00	1.0	527,000.00
2	1 LS	MOB/DEMOB DEWATER SITE	469,000.00	469,000.00	1.0	469,000.00
3	8500 CY	DREDGING	476,000.00	56.00	7982.0	446,992.00
4	8500 CY	HAUL/DISPOSE DREDGE MATS	765,000.00	90.00	8500.0	765,000.00
CO#1 -1	518 CY	EXTD'D DRED - GENE WILLIAMS	84,434.00	163.00	518.0	84,434.00
CO#1 -2	12 EA	SUPPLY NEW PILES	5,628.00	469.00	12.0	5,628.00

Original Contract Sum: 2,237,000.00

Net Change By Change Orders, Quantity

Increase/Decreases: 61,054.00

Contract Sum To Date: 2,298,054.00

Grand Total: 2,298,054.00

(completed and stored to date)

Less 5% Retained: -0-

Balance: 2,298,054.00

Less Previous Claims: 2,097,592.40

Amount Of This Claim: 200,461.60

Directed Starting Date 10/23/18

Actual Starting Date 10/23/18

Directed Completion Date 04/15/19

Extended Completion Date

Actual Completion Date 04/15/19

The work covered by this estimate was performed prior to 04/15/19

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.

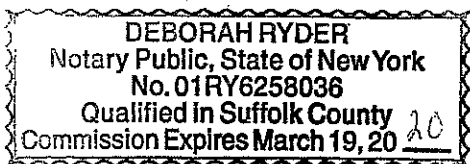
Contractor: X Keith N. Haney

Name: KEITH N. HANEY

Title: MANAGING MEMBER

Date: 04/15/19

NOTARY: Deborah Ryder



This is to certify that the work covered by this estimate has been performed in accordance with the contract drawings and construction specifications and payment is being made in accordance with the terms and conditions of this contract.

Recommended for payment by Engineer/Architect:

Name: Jorge I. Aguirre

Title: Resident Engineer

Date: 5/1/2019

ECLJMS/1999 REV A  
G/TOB STANDARDS LAST PAGE

TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS									
CONTRACT NO DP 18-177 - SOUTH OYSTER BAY CANAL MOUTH DREDGING									
CLAIM NO. 6 - FINAL									
Item No.	Quantity	Units	Description of Work	Total Bid Price	Unit Price	Quantity Completed to Date	Amount Completed to Date		
<u>Original Contract</u>									
1	1	LS	Mobilization & Demobilization for Dredging Equipment	\$ 527,000.00	\$527,000.00	1.00	\$ 527,000.00		
2	1	LS	Mobilization & Demobilization for Dewatering Site	\$ 469,000.00	\$469,000.00	1.00	\$ 469,000.00		
3	8,500	CY	Dredging	\$ 476,000.00	\$ 56.00	7,982.00	\$ 446,992.00		
4	8,500	CY	Hauling and Disposal of Dredge Material	\$ 765,000.00	\$ 90.00	8,500.00	\$ 765,000.00		
			<b>Contract Total</b>	<b>\$ 2,237,000.00</b>			<b>\$ 2,207,992.00</b>		
<u>Change Orders</u>									
1.1	518	CY	Dredging in Confined Space at Gene Williams Canal	\$ 84,434.00	\$ 163.00	518.00	\$ 84,434.00		
1.2	12	EA	Supply New Piles for Tobay Marina	\$ 5,628.00	469.00	12.00	\$ 5,628.00		
			<b>Change Order Total</b>	<b>\$ 90,062.00</b>			<b>\$ 90,062.00</b>		
<u>Quantity Increases/Decreases</u>									
3	(518)		Dredging	\$ (29,008.00)	\$ 56.00		\$ -		
			<b>Quantity Increase/Decrease Total</b>	<b>\$ (29,008.00)</b>					
				Original Contract Sum	\$ 2,237,000.00				
				Net Change by Change Orders, Quantity Increases/Decreases	\$ 61,054.00				
Directed Starting Date				Contract Sum to Date	\$ 2,298,054.00				
Actual Starting Date				Completed to Date	\$ 2,298,054.00				
Directed Completion Date				Retainage %	0%				
Extended Completion Date				Retainage Amount	\$ -				
Actual Completion Date				Balance	\$ 2,298,054.00				
The work covered by this estimate was performed prior to				Paid Previously	\$ 2,097,592.40				
				Amount of this Claim	\$ 200,461.60				

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

TO: JOHN C. TASSONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

FROM: RAYMOND J. AVERNA ✓  
DEPUTY TOWN ATTORNEY

DATE: July 3, 2019

SUBJECT: FINAL ACCEPTANCE  
SOUTH OYSTER BAY CANAL MOUTH DREDGING  
CONTRACT NO. DPW-18-177 / H&L CONTRACTING LLC

---

In reply to your memorandum of April 18, 2019, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced project.

In addition, we have reviewed Maintenance Bond No. SU1144081-M and have approved same as to form. The original Maintenance Bond was forwarded to the Town Clerk.

JOSEPH NOCELLA, ESQ.  
TOWN ATTORNEY

By: \_\_\_\_\_

Raymond J. Averna  
Deputy Town Attorney

Cc: Comptroller  
Town Clerk (w/ original Maintenance Bond)

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

July 2, 2019

**TO: RICHARD W. LENZ, COMMISSIONER OF PUBLIC WORKS/HIGHWAY**  
**FROM: STEVEN C. BALLAS, COMPTROLLER**  
**SUBJECT: FINAL ACCEPTANCE – SOUTH OYSTER BAY CANAL MOUTH  
DREDGING – CONTRACT NO DP18-177**

---

In response to your memo dated April 18, 2019, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

  
\_\_\_\_\_  
**STEVEN C. BALLAS**  
**COMPTROLLER**



Enclosure

SCB/jjb:mj

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

IT H.S.

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

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

ATTENTION: John C. Tassone, Deputy Commissioner  
Engineering Division

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

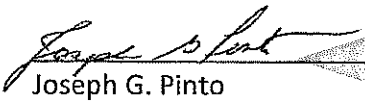
DATE: April 22, 2019

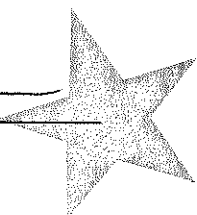
SUBJECT: Final Acceptance Contract No. DPW18-177

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Please be advised that this department has reviewed the Inter-Departmental Memo, dated April 18, 2019, in regard to Final Acceptance of the South Oyster Bay Canal Mouth Dredging, located in Massapequa, Town of Oyster Bay, Contract No. DPW18-177.

The Parks Department concurs with the recommendation of the above noted project.

  
Joseph G. Pinto  
Commissioner



JGP:GS:ld



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS

SOUTH OYSTER BAY CANAL MOUTH DREDGING  
CONTRACT NO. DP 18-177

CHANGE ORDER NO. 1

To: H&L Contracting, LLC.  
38 Homan Avenue  
Bay Shore, NY 11706

You are hereby directed to incorporate the following changes in your proposal to the Town of Oyster Bay covering the above-referenced contract:

**ITEM 1**

**Cost for Extended Dredging Work in Gene Williams Canal**

Description: The dredging limits in Gene Williams Canal were extended beyond the limit shown on the contract drawings to remove shoaling. This dredging, totaling 518 cubic yards of material, was in an area that was physically constricted by adjoining bulkheads. The production rate for dredging in this area was approximately 1/3 of the rate in open areas shown on the drawings. The contractor's price for performing this work was a unit price of \$163 per cubic yard in lieu of the contract price of \$56 per cubic yard. This results in a cost increase in the amount of 518cy x \$163 = \$84,434.00.

Increase to contract of \$ 84,434.00

**ITEM 2**

**Supply of New Piles**

Description: As part of the mobilization work the contractor removed piles from Tobay Marina. The piles were to be stored and reinstalled at the completion of the project. The removed piles were inspected and determined to be in poor condition and the contractor was asked to provide new piles. This change order is for the cost of supplying the new piles. The cost of installation is part of the contract price. The cost is \$469 per pile for 12 piles for a total of \$5,628.00.

Increase to contract of \$ 5,628.00

TOTAL OF CHANGE ORDER NO. 1: \$90,062.00

The Original Contract Sum was	\$2,237,000.00
Net Change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$2,237,000.00
Total Net Increase	\$ 90,062.00
New Contract Sum Including Change Order # 1	\$2,327,062.00

The above work is to be performed in accordance with the letter from de Bruin Engineering, PC, dated March 5, 2019, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at a cost to the Town in the amount of Ninety Thousand Sixty Two Dollars and Zero Cents.

The above Change Order is hereby accepted by the Town of Oyster Bay.

Dated: \_\_\_\_\_

Joseph S. Saladino  
Town Supervisor

Recommended by:  
(CONSULTANT)

by:   
Title: Resident Engineer

The above Change Order is hereby accepted:  
(H&L Contracting, LLC.)

by:   
Title: Manager

WHEREAS, Bernard Ruoff has requested to donate a memorial plaque for an existing bench, located at Cynthia Lane Park, Plainview, in memory of Tom Dunleavy; and

WHEREAS, the value of the plaque is estimated to be \$380.00, and the monies donated will be deposited into Account No. PKS A 0001 02770 590 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated July 10, 2019, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$380.00 from Bernard Ruoff to be deposited into Account No. PKS A 0001 02770 590 0000, to purchase a plaque for an existing bench located at Cynthia Lane Park, Plainview , in memory of Tom Dunleavy.

-#-

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

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

Reviewed By  
Office of Town Attorney

4

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


**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque  
**DATE:** July 10, 2019

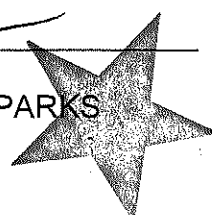
---

The Department of Parks has received a request from Bernard Ruoff (letter attached) requesting to donate a memorial plaque to be placed in P9 in Plainview in memory of Tom Dunleavy.

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

The plaque will be purchased by Bernard Ruoff and donated to the Parks Department. The value of the plaque is estimated to be \$380.00. Town Board approval is requested on behalf of Bernard Ruoff. The monies will be collected in account PKS A 0001 02770 590 0000.

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS



JGP/dc  
C: Town Attorney (original +9 copies)  
ATTACHMENT

## Diann Codispodo

---

**From:** Ellen Ruoff <ruoff27@gmail.com>  
**Sent:** Thursday, June 27, 2019 1:18 PM  
**To:** Diann Codispodo  
**Subject:** Re: Memorial Plaque

Hi Diann,

I wanted to put in the request for the memorial plaque we spoke about. I wanted the large plaque placed at Cynthia Lane Park in Plainview NY 11803. I want the plaque to read.

Tom Dunleavy (1968-2019)

" The Franchise"

For years he owned this  
court. Forever he will  
own our hearts.

Thank you for your help Diann.

On Tue, Jun 25, 2019 at 11:29 AM Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)> wrote:

Hi Bernard, there is no form to fill out I just need you to email a request letter stating what you want to donate, at what park and in honor of whom. The large plaque has 24 characters and spaces left to right and 5 lines top to bottom... I'm here on Tuesday and Thursday if you need more info.

Have a great day,

Diann

**From:** Ellen Ruoff [mailto:[ruoff27@gmail.com](mailto:ruoff27@gmail.com)]  
**Sent:** Friday, June 21, 2019 1:40 PM  
**To:** Diann Codispodo  
**Subject:** Memorial Plaque

Hi Diane, I spoke with you last week about getting a memorial plaque onto a bench in a park in Plainview. I think you said there was a form to fill out. Could you please send me the form and information to this e-mail? I want to get the \$380 8x6 one. Just trying to remember the amount of lines and characters on each line you told me. Thank you for your help. Bernard Ruoff.

This message (including any attachments) may contain confidential information and is intended only for the individual or individuals named. If you are not the intended recipient, you should delete this message immediately. If you received this message in error, please notify the sender immediately.

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated July 9, 2019, recommended that the Town Board authorize payment of a refund to Luis Mieles, in the amount of \$400.00 for registration fee paid for the Summer Recreation program for his daughter, who was unable to participate due to lack of transportation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount of \$400.00 to Luis Mieles, from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller.

-#-

Reviewed By  
Office of Town Attorney

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

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

3

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: July 9, 2019

SUBJECT: Summer Recreation Refund

---


The Department of Parks has received correspondence from Luis Miele requesting a refund for his registration fee for the TOB Summer Recreation program at Plainview Old-Bethpage Community Park in the amount of \$400.00. Please see attached for pertinent information regarding this refund request


The check should be payable to and mailed to:

Luis Miele  
49 Myers Avenue  
Hicksville, NY 11801

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

Kindly debit account PKS A 0001 02001 510 0000.

  
Joseph G. Pinto  
Commissioner of Parks



JGP:lc

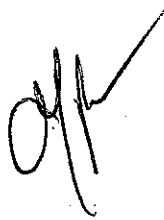
Attachments

CC: Office of the Town Attorney (original + 9 copies)

Andrea and Luis Mieleles  
c/o Stella Mieleles  
49 Myers Ave,  
Hicksville, NY | [luis\\_mieleles@live.com](mailto:luis_mieleles@live.com)

July 5th, 2019

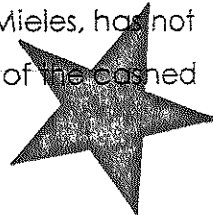
Donna Antetomaso – Recreation Director  
Town of Oyster Bay – Parks Department  
977 Hicksville Road  
Massapequa, NY 11758  
[dantetomaso@oysterbay-ny.gov](mailto:dantetomaso@oysterbay-ny.gov)



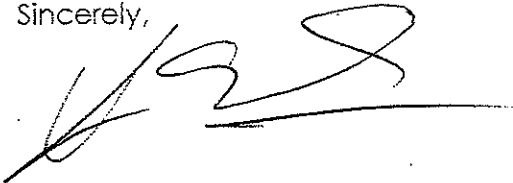
**Dear Recipient:**

This letter is to request a refund for the applied fees of \$400 paid to the Town of Oyster Bay summer program. Due to misunderstanding of the programs, our child is not able to attend a program without transportation assistance. Our intent was to enroll her in the Lee Avenue summer program which provides transportation assistance. We have, therefore, made the additional payment requirements with Lee Avenue summer program.

Please consider this request to refund the allocated funds. Our child, Stella Mieleles, has not attended the Oyster Bay program due to this fact. I have attached a copy of the cashed check for reference.



Sincerely,



**Luis Mieleles**

Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, New York 11758-1281

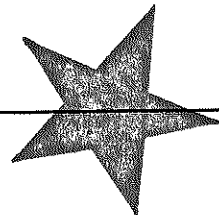
Summer Recreation

GENERAL RECREATION RECEIPT

Plannview

No. 0937

Last Name	Mieles	First Name	Stella	M. I.	
Address	49 Meyers Ave		Town Hicksville		
Age	6	Phone	[REDACTED]		
Groups					
Facility	Plannview				
Amount	400.00	Check	(X)	No.	110
Addl. Names					
		mm		6/6/19	
		Received By (Print Name)		Date	
		Sign			
White - Office Canary - Accounting Pink - Registrant Goldenrod - Instructor		This Administrative Fee is Not Refundable			





PKS191154  
DOR#229



MAZSAPEQUA

Teller 1764  
Seq 156  
Calendar Date 06/10/19  
Business Date 06/10/19  
Account Number \*\*\*\*\*7087  
DDA Deposit \$12,800.00  
Cash Back \$0.00  
Available Balance

Summer Rec (POB)

Client Services  
855-274-2801

<http://www.snb.com>

PKSA0001020015100000

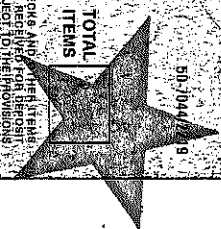
DEPOSIT SLIP  
FOR CLEAR COPY, PRESS FIRMLY

DATE 6/10/19

	CURRENCY	DOLLARS	CENTS
1	151	400	
2	3531	400	
3	2592713000	400	
4	1989	400	
5	209	400	
6	160	400	
7	4706	400	
8	2527	400	
9	1279	400	
10	97	400	
11	677	400	
12	418	400	
13	954240046	600	
14	32920	600	
15	770	600	
16	771	600	
17	1064	600	
18	2588808001	600	
19	179	600	
20	691	600	
21	782	600	
22	1048	600	
23	2210	600	
24	3705	1000	
25			
26			
27			
28			
TOTAL		12800	

PLEASE, RE-ENTER TOTAL HERE  
PLEASE, BE SURE ALL ITEMS ARE PROPERLY ENDORSED.

CHECKS AND OTHER ITEMS ARE ACCEPTED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COLLECTION AGREEMENT. DEPOSITS MAY NOT BE WITHDRAWN IMMEDIATELY WITH.



USE ROUTING NUMBER FROM YOUR CHECKS FOR AUTOMATIC PAYMENTS. IF CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COLLECTION AGREEMENT.

15550101091 8700327087 010

POB

12800-

Post date: 06/11/2019  
Amount: \$ 400.00

ANDREA B MIELES  
LUIS F MIELES  
49 MYERS AVENUE  
HICKSVILLE, NY 11801

1-2/210 110

DATE 5/22/2018

PAY TO THE ORDER OF Town of Oyster Bay Parks Dep \$ 400.00

Four hundred and 00/100

CHASE  
JPMorgan Chase Bank, N.A. Stella Mides

MEMO Summer Rec

451640024

Account: 940379126  
Check Number: 110

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
NEEDLED FOR FINANCIAL INSTITUTION

DATE

6/10/2019 1:35:16 PM

451640024

STERLING NATIONAL BANK  
MASSACHUSETTS  
01920 29 135 41 PM  
4784 0024 11128208305

11

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated July 9, 2019, recommended that the Town Board authorize payment of a refund to Peggy Wu, in the amount of \$600.00 for registration fee paid for the Summer Recreation program for her children, who were unable to participate due to an injury,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount of \$600.00 to Peggy Wu, from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller.

-#-

Reviewed By  
Office of Town Attorney

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

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

6

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: July 9, 2019

SUBJECT: Summer Recreation Refund

---

The Department of Parks has received correspondence from Peggy Wu requesting a refund for her registration fee for the TOB Summer Recreation program at Plainview Old-Bethpage Community Park in the amount of \$600.00. Please see attached for pertinent information regarding this refund request

The check should be payable to and mailed to:

Peggy Wu  
42 Ontario Avenue  
Plainview, NY 11803

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

Kindly debit account PKS A 0001 02001 510 0000.

  
Joseph G. Pinto  
Commissioner of Parks



JGP:lc

Attachments

CC: Office of the Town Attorney (original + 9 copies)

Peggy Wu  
42 Ontario Ave.  
Plainview, NY 11803  
Cell: [REDACTED]

To: Joseph Pinto  
Town of Oyster Bay  
977 Hicksville Road  
Massapequa, NY 11758  
Fax: (516) 797-7959

June 27, 2019

Dear Mr. Pinto:

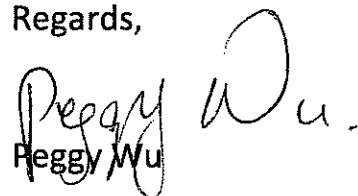
I registered both of Alison Tran & Brandon Tran for the 2019 Summer Recreation program on 6/5/2019, receipt no. 0723.

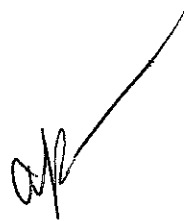
Unfortunately, Brandon had Radial Fracture yesterday, and his left arm needed to wear a cast for about 6-8 weeks.

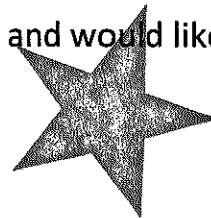
I would like to cancel the summer program for both of my kids, and would like to have a full refund of \$600.

Your kind attention and time are appreciated.

Regards,

  
Peggy Wu







NO. 229 PKSP1154  
DATE 6/9/19

**TOWN OF OYSTER BAY  
DEPARTMENT OF PARKS  
DAILY OPERATIONS REPORT**

PARK: POB

**SUMMER RECREATION PROGRAM**

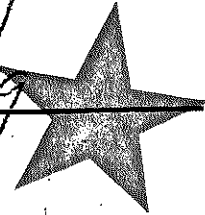
	NUMBER	RATE	AMOUNT
1. Child	25	400.00	10,000 —
2. Add-on (each additional child after 2)	14	200.00	2800 —
TOTAL	39		12800 —

General Receipt Opening # 0711 Closing # 0946

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ammer  
Recreation Leader-Print

[Signature]  
Recreation Leader-Sign

6/9/19  
Date 

\_\_\_\_\_  
Recreation Supervisor-Print

\_\_\_\_\_  
Recreation Supervisor-Sign Date

White-Comptroller  
Canary-Finance  
Pink-Accounting  
Goldenrod-Rec. Supervisor

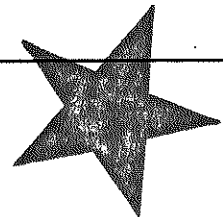
Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, New York 11758-1281

Summer Recreation

GENERAL RECREATION RECEIPT


No. 0723

Last Name	Tran	First Name	Alison	M. I.	
Address	42 Ontario Ave Plainview				
Age	12 + 12	Phone	[REDACTED]		
Groups					
Facility	Plainview				
Amount	600.00	Check	X	No.	1064
Addl. Names	Brandon				
		mm		6/5/19	
		Received By		Date	
		_____		_____	
		Sign			
White - Office Canary - Accounting Pink - Registrant Goldenrod - Instructor					
This Administrative Fee is Not Refundable					



**DEPOSIT SLIP**  
 FOR CLEAR COPY, PRESS FIRMLY  
 DATE **6/10/19**

**TOWN OF OYSTER BAY**  
 54 W. JEFFERSON ST.  
 OYSTER BAY, N.Y. 11771


**STERLING NATIONAL BANK**

DATE		DOLLARS	CENTS
CURRENCY			
COINS			
CHECKS (LIST EACH SEPARATELY)			
1	151	400	
2	353	400	
3	2593713000	400	
4	1584	400	
5	204	400	
6	112	400	
7	4706	400	
8	2527	400	
9	1279	400	
10	91	400	
11	672	400	
12	260	400	
13	414	400	
14	954750046	600	
15	3259	600	
16	370	600	
17	371	600	
18	064	600	
19	258805001	600	
20	174	600	
21	691	600	
22	782	600	
23	1048	600	
24	2230	600	
25	3705	1000	
26			
27			
28			
TOTAL		12,800	


TOTAL ITEMS 12

50-7044/219

CHECKS AND OTHER ITEMS ARE PRESENTED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

USE ROUTING NUMBER FROM YOUR CHECKS FOR AUTOMATIC PAYMENTS. II. CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT, SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

**PKS191154**  
**DOR#229**

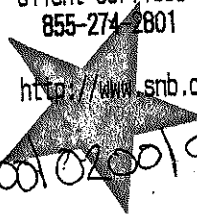

**STERLING NATIONAL BANK**  
 MASSAPEQUA

Teller 1764  
 Seq 180

Till 10  
 10:00 PM

Calendar Date	06/10/19
Business Date	06/10/19
Account Number	*****7087
DDA Deposit	\$12,800.00
Cash Back	\$0.00
Available Balance	<span style="background-color: black; color: black;">XXXXXXXXXX</span>

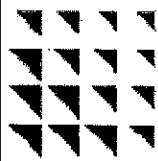
Client Services  
 855-274-2801  
<http://www.snb.com>



**PKSA000102001510 0000**



Plainview Hospital  
888 Old Country Rd  
Plainview, NY 11803



**Northwell**  
**Health**

*Emergency  
Department*  
**(516) 719-3000**

**CONFIDENTIAL**

**PATIENT EDUCATION SUMMARY**

**Patient/Visit Information:**

Patient Name: BRANDON TRAN	Diag:
Attending Caregiver: Nyberg, Frank A	

**Discharge Instruction Sheets Provided:**

.NH PLV ED Discharge Instructions  
Radial Fracture

**Patient Instructions:**

Additional Notes for .NH PLV ED Discharge Instructions

Please follow up with your Primary MD in 24-48 hr. Please follow up with orthopedics Dr Moros within 3 days- call tomorrow morning for an appointment. Keep splint clean, dry and intact. Rest, ice, elevate extremity. OTC motrin every 6 hours as needed for pain, take with food. Return to ED immediately if condition worsens or any concerns. Seek immediate medical care for any new/worsening signs or symptoms.

Additional Notes for Radial Fracture

Please follow up with your Primary MD in 24-48 hr.

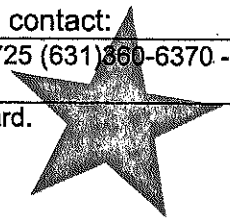
Seek immediate medical care for any new/worsening signs or symptoms.

**Followup Appointments/Instructions:**

To schedule or confirm your next appointment for .NH PLV ED Discharge Instructions, please contact:

: Chris Moros, DO (Huntington Hospital; Plainview Hospital) - 1092 Jericho Turnpike Commack NY 11725 (631) 360-6370 - CMoros - Orthopaedic Surgery

If you need assistance finding another health care provider, call the number on your health insurance card.



WHEREAS, Resolution No. 281-2018, adopted on April 24, 2018, authorized the establishment of the 2018 Fee Schedule, Rules and Regulations for the Honorable Joseph Colby Town of Oyster Bay Golf Course; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated July 11, 2019, requested that the Town Board amend Resolution No. 281-2018, to add the following:

Fall Golf Special – Beginning October 15 through the end of the Season (for 2019 and subsequent years)

	<u>Member</u>	<u>Resident</u>	<u>Non Resident</u>
Weekdays: Tuesday through Thursday	\$30.00	\$35.00	\$45.00
Weekends: Friday through Sunday	\$35.00	\$45.00	\$55.00

Fall Golf Special Fees will include a golf cart.

Note: Senior Members pay \$23.00, without a golf cart, Tuesday through Thursday.

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by said memorandum, advised that all fees, rules and regulations not amended as requested above shall remain unchanged,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Resolution No. 281-2018, adopted on April 24, 2018, is hereby amended as requested hereinabove and the Department of Parks is hereby authorized and directed to establish and collect said fees.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller

Reviewed By  
Office of Town Attorney

Elizabeth A. Faughnan

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET  
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS  
DATE: JULY 11, 2019  
SUBJECT: FALL GOLF SPECIAL FEES

---

The Department of Parks is requesting Town Board approval to amend Resolution # 281-2018, pertaining to fees for The Honorable Joseph Colby Town of Oyster Bay Golf Course.

All fees, rules, regulations adopted pursuant to Town Board Resolution #281-2018 remain unchanged with the following additions:

Fall Golf Special – Beginning October 15 through end of 2019 season (and subsequent years)

	<u>Member</u>	<u>Resident</u>	<u>Non Resident</u>
Weekdays: Tuesday through Thursday	\$30.00	\$35.00	\$45.00
Weekends: Friday through Sunday	\$35.00	\$45.00	\$55.00

Fall Golf Special Fees will include a golf cart.

Note: Senior Members pay \$23.00, without a golf cart, Tuesday through Thursday.

The Department of Parks respectfully recommends Town Board approval to add the Fall Golf Special Fees as noted above.

The fees, rules, and regulations, adopted through this docket memorandum shall remain in effect up to and until they are amended or modified by the Town Board by recommendation of the Commissioner of Parks.

  
JOSEPH G. PINTO  
COMMISSIONER OF PARKS

cc Town Attorney (original + 9 copies)

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated July 12, 2019, recommended that the Town Board authorize payment of a refund in the amount of \$1,400.00, to Two By Four New York Corporation, for a Zoning Board of Appeals application fee, since the application was withdrawn,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board authorizes payment of a refund to Two By Four New York Corporation, in the amount of \$1,400.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PAD B 0001 02110 000 0000,

#

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

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

Reviewed By  
Office of Town Attorney

8

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**TO: MEMORANDUM DOCKET**

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

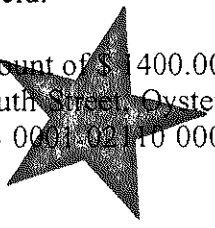
**DATE: JULY 12, 2019**


**SUBJECT: RESIDENT REFUND – TWO BY FOUR NEW YORK CORP.**  
**ZBA APPLICATION NO. 10107 / APPEAL NO. 19-184**  
**34 SOUTH STREET, OYSTER BAY, NY 11771**

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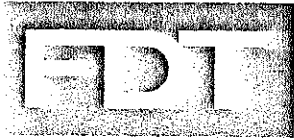
An application for a variance was made to the Zoning Board of Appeals by Two By Four New York Corporation, (Melanie Nardiello, owner) for a variance. The fee for the variance was \$1400.00. The \$1400.00 fee was paid by the applicant, Two By Four New York Corporation, and the check was processed and receipt No. 44009, dated March 27, 2019 was forwarded to 34 South Street (copy attached). The application was withdrawn prior to a hearing being held.

In light of the aforementioned, it is respectfully requested that a refund in the amount of \$1400.00 should be issued to the applicant, Two By Four New York Corporation, 34 South Street, Oyster Bay, NY 11771. Funds for the above refund are available in account # PAD B 0001-02110 000 0000.



  
\_\_\_\_\_  
ELIZABETH L. MACCARONE  
COMMISSIONER  
PLANNING AND DEVELOPMENT

ELM:jf  
cc: Legislative Affairs (w/7 copies)



FORCHELLI  
DEEGAN  
TERRANA

JUDY LYNN SIMONCIC, P.C.  
PARTNER  
DIRECT FACSIMILE: (866) 522-7816  
JSIMONCIC@FORCHELLILAW.COM

June 17, 2019

Sean Jordan, Secretary  
Zoning Board of Appeals  
Town of Oyster Bay  
Audrey Avenue  
Oyster Bay, NY 11771

**RE: Appeal No. 19-184  
Application of Two by Four New York,  
Corporation and Island Properties, LLC  
15 Pine Drive, Oyster Bay**

Dear Sean:

As a follow up to my April 15, 2019 letter to the Zoning Board of Appeals withdrawing the above-referenced application and requesting the return of the \$1,400 filing fee, enclosed is a Claim form, together with copies of the Zoning Board of Appeals application receipt and our client's cancelled check.

Kindly process the enclosed and forward the refund check to our office.

Thank you for your time and cooperation in this matter. If there is anything further you require to process the refund, please feel free to call me.

Very truly yours,

FORCHELLI DEEGAN TERRANA LLP

By:

  
JUDY LYNN SIMONCIC

JLS:stc  
Enclosures



**TOWN OF OYSTER BAY, AUDREY AVENUE, OYSTER BAY, NEW YORK 11771**  
**BOARD OF APPEALS**  
**RECEIPT**

TELEPHONE: (516) 624-6212

*Prop: 11771-1615*

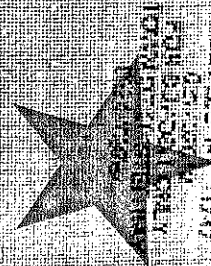
NAME OF APPLICANT <i>Joe DeFina 714 Corp.</i>		RECEIPT DATE <i>3-27-19</i>	RECEIPT NO. <i>44009</i>		
DECEASED FROM <i>100 Bay South Will Corp.</i>		APPLICATION NO. <i>10107</i>			
SUBJECT ADDRESS <i>34 South Street</i>		CASE NO. <i>19-184</i>			
COURT OFFICE <i>DeFina Bay, NY</i>		TYPE OF PAYMENT <input checked="" type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> MONEY ORDER			
REASON FOR FEE	ARTICLE AND SECTION	FEE PAID	REASON FOR FEE	ARTICLE AND SECTION	FEE PAID
ESTABLISHED PARCEL			SIGN VARIANCE		
IMPROVED OPEN PARCEL			FALLOUT SHELTER		
APPEAL			TIME EXTENSION		
SPECIAL PERMIT OR USE			REHEARING		
IMPROVED PAVED Pkg. AREA			MOTHER/DAUGHTER RES.		
IMPROVE PERMIT					
TOTAL FEE PAID		<i>1,400.00</i>			

APPLICANT  
TOTAL FEE PAID

高麗國書

Cash, Checks &amp; Misc, Checks Edit

0065000PHG  
CAPITAL ONE, NA  
0008816316 @1162012  
BETHLEHEM, PA 108 12  
Deposit ~~1000000000~~



THE UNIVERSITY OF CHICAGO PRESS

Front view | Back view | Both sides | Print image & details

[illegible]



WHEREAS, Joseph Nocella, Town Attorney, Paul S. Ehrlich, Deputy Town Attorney, by memoranda dated July 15, 2019 and July 25, 2019, recommended that the Town's Environmental Impairment Liability insurance coverage be obtained from Liberty Surplus Insurance Corp., through FOA & Son Corporation for the period from July 31, 2019 to July 31, 2020, at a premium of \$10,778.00, along with a brokerage fee of \$300.00, and Surplus Lines Taxes and Stamping Office fees of \$406.33; for a total premium and fees of 11,484.33.

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 obtain the Town's Environmental Impairment Liability insurance coverage from Liberty Surplus Insurance Corp. through FOA & Son Corporation for the period from July 31, 2019 to July 31, 2020, at a premium of \$10,778.00 along with a brokerage fee of \$300.00, and Surplus Lines Taxes and Stamping Office fees of \$406.33; for a total premium and fees of 11,484.33, 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.

-#-

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

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

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET

**FROM** : Office of the Town Attorney

**DATE** : July 25, 2019

**SUBJECT:** Supplemental Memo- Item No. 21, M.D July 16, 2019  
2019-2020 Environmental Impairment Liability Insurance  
Account No. TWN AMS 1910 43010 602 0000 000

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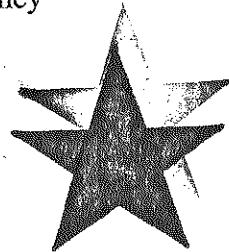
Under 6 NYCRR Part 613-3, owners or operators of 1 to 100 petroleum underground storage tanks must demonstrate financial responsibility to cover liabilities including, but not limited to: clean-up; third-party property damage; third-party bodily injury and legal costs in the amount of \$1,000,000 per 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)].

In order to meet the Town's responsibility under 6 NYCRR Part 613-3, this office obtained bids from Liberty Surplus Insurance Corp., Berkley Insurance Company and Westchester Insurance Company. The lowest bid was from Liberty Surplus Insurance Corp. The renewal policy, as extended, covers the period from July 31, 2019 through July 31, 2020, and is obtained through FOA & Son Corporation. The premium for this policy period is \$10,778.00, along with a brokerage fee of \$300.00, and Surplus Lines Taxes and Stamping Office fees of \$406.33, a total of \$11, 484.33.

This office recommends that the Town's Environmental Impairment Liability Insurance be renewed from July 31, 2019 through July 31, 2020 with Liberty Surplus Insurance Corp. through FOA & Son Corporation, in the premium amount of \$10,778.00, along with a brokerage fee of \$300.00, and Surplus Lines Taxes and Stamping Office fees of \$406.33, for a total premium and fees of 11, 484.33, with said funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

JOSEPH NOCELLA  
TOWN ATTORNEY  
*P. S. Ehrlich*  
Paul S. Ehrlich  
Deputy Town Attorney

PSE:pe  
Enclosure  
2017-5834.002  
cc: Town Attorney (w/7 copies)  
S:\Attorney\RESOS 2019\MD & RESO\TankIns2019.PSE.docx



21

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : July 15, 2019  
**SUBJECT:** Underground Tank Insurance – Save a Space

---

This Office is presently gathering quotes for underground tank insurance pursuant to a request for proposal. Upon receipt of all responses to the request for proposal, presently due on July 23, 2019, they will be reviewed.

Kindly save a space on the docket for the July 30, 2019 Town Board meeting.

JOSEPH NOCELLA  
TOWN ATTORNEY



Paul S. Ehrlich  
Deputy Town Attorney



PSE:pe  
2017-5834.002  
Town Attorney (w 7/copies)  
S:\Attorney\RESOS 2019\UndergroundTankCoverage Save a Space.PSE.docx

Reviewed By  
Office of Town Attorney

WHEREAS, Douglas Hilfman, Plainview-Old Bethpage Chamber of Commerce, by letter dated 2019, requested the closure of Carol Place adjacent to the Plainview-Old Bethpage Library, Plainview, New York, on Sunday, October 6, 2019, from 10:00 a.m. until 5:00 p.m., and further requested the use of fifteen (15) complete barricades, thirty (30) – thirty-five (35) cones and fifteen (15) SORT pails, for the Chamber's Eighth Annual Fall Festival to be held on Sunday, October 6, 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated July 3, 2019, advised that the equipment as hereinabove set forth will not be required for use by the Town at that time, and that the Highway Department has no objection to providing same to the Plainview-Old Bethpage Chamber of Commerce and the closure of Carol Place, Plainview, New York on Sunday, October 6, 2019 from 10:00 a.m. to 5:00 p.m.; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Highway Department is hereby authorized to close Carol Place, Plainview, New York, on Sunday, October 6, 2019, from 10:00 a.m. to 5:00 p.m. and is further authorized to provide the use of fifteen (15) complete barricades, thirty (30) cones and fifteen (15) SORT pails, from Friday, October 4, 2019 through Monday, October 7, 2019 for the Plainview-Old Bethpage Chamber of Commerce's Eighth Annual Fall Festival, to be held on Sunday, October 6, 2019, subject to the following conditions:

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

—#—

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

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

14

TOWN OF OYSTER BAY

Inter-Departmental Memo

July 3, 2019

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** THE PLAINVIEW - OLD BETHPAGE CHAMBER OF COMMERCE 8<sup>th</sup> ANNUAL FALL  
FESTIVAL OCTOBER 6<sup>th</sup>, 2019

---

Enclosed please find a copy of the letter from Douglas Hilfman, requesting our assistance on behalf of the Plainview - Old Bethpage Chamber of Commerce in conducting their 8<sup>th</sup> Annual Fall Festival on Sunday, October 6<sup>th</sup>, 2019 from 10:00 am through 5:00 pm.

The Highway Department has no objection to the Plainview - Old Bethpage Chamber of Commerce closing and utilizing the adjoining street of Carol Place by the Plainview- Old Bethpage Library for the day of the event and can readily supply the fifteen (15) complete barricades, thirty (30) cones and fifteen (15) SORT pails as requested for the event

Also attached are the Certificate of Insurance, Endorsement Sheet, and hold harmless agreement to cover this event. Therefore, Town Board approval is requested.

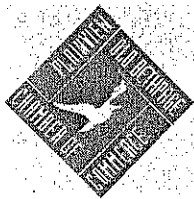


JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kaz

Attachments

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



Live, Work & Play in  
Plainview-Old Bethpage

2019

**Board of Directors and Officers**

Andrew M. Lamkin  
*President*  
Law Office of  
Andrew M. Lamkin, P.C.

Marianne Plummer  
*Executive Vice President*  
First National Bank of Long Island

David Weinstein  
*Second Vice President*  
Straight Forward Media

Gary Epstein, CPA \*  
*Treasurer*  
Zapken & Loeb, LLP  
Certified Public Accountants

Andrea Goldman  
*Membership Secretary*  
The Family College Experience

James W. Baker  
*Recording Secretary*  
Northwell Health, Plainview  
and Syosset Hospitals

Francesca Carlow \*  
*Board Member*  
TRJO Hardware

Michael Chad  
*Board Member*  
Michael Chad, CPA

Lindsay Covello  
*Board Member*  
L&M Party Productions

Cheryl Dender  
*Board Member*  
Interview Source Consulting

Alan Goldberg  
*Board Member*  
CardWorks Merchant Services

Stephanie Horn  
*Board Member*  
Synergy Professional HR Consulting, Inc.

Ned Marzigliano  
*Board Member*  
State Farm Insurance

Larry Weiss  
*Board Member*  
ACGTelecom/Atlantic Computer Group, Inc.

Elan Wurtzel\*  
*Board Member*  
Law Offices of  
ELAN WURTZEL, P.C.

\*Past President

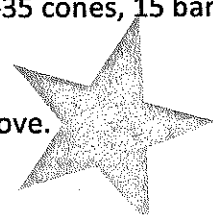
Town of Oyster Bay  
Department of Parks

To Whom It May Concern,

As in years past, I am writing regarding requests for the Plainview-Old Bethpage Chamber of Commerce Fall Festival. The 8<sup>th</sup> annual event will be held from 10:00am to 5:00pm on Sunday, October 6, 2019 at the same location, the parking lot of the POB Library.

- We need to secure the TOB Show Mobile for this date.
- We also need a permit for the closure of Carol Place (adjacent to the library) so that the Show Mobile can be positioned on Carol Place, facing the parking lot.
- To ensure safety of attendees, we also need 30-35 cones, 15 barricades, as well as 15 garbage cans.

Please contact me with any questions regarding the above.



Thank you,  
Douglas Hilfman,  
POB Chamber of Commerce  
[dhilfman@regentinvestigations.com](mailto:dhilfman@regentinvestigations.com)  
[dhregent@aol.com](mailto:dhregent@aol.com)  
516-933-3682



PLAIN-5

QP ID: A7

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James F. Sutton Agency Ltd. 149 E. Main Street P.O. Box 76 East Islip, NY 11730 Robert A. Messina	631-581-7978	CONTACT Robert A. Messina PHONE (AC No. Exp): 631-581-7978 FAX (AC No.): 631-581-7507 EMAIL: rmessina@suttonins.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sentinel Insurance Company		11000
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
Plainview Old Bathpage Chamber  
P.O. Box 577  
Plainview, NY 11803

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDL SUBR INSR (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HMO Auto liab GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER ACC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	12SBMIQ6704	05/07/2019	05/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH- ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

RE: October 6, 2019 Street Fair  
Certificate holder is included as additional Insured.

## CERTIFICATE HOLDER

## CANCELLATION

TOWN081 Reviewed By Office of Town Attorney Town of Oyster Bay Highway Dept & Dept of Parks 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 James D. Sutton

ACORD 25 (2016/03)

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POLICY NUMBER: 12 SBM IQ6704

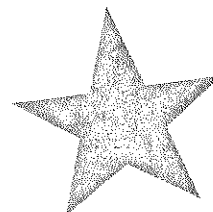


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

TOWN OF OYSTER BAY  
COMMISSIONER OF HIGHWAYS  
150 MILLER PLACE  
SYOSSET, NY 11791

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVE  
WESTBURY, NY 11590



Reviewed By  
Office of Town Attorney  
*[Signature]*

Form IH 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 001

Process Date: 02/21/19

Expiration Date: 05/07/20



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

This Agreement is made this 24<sup>th</sup> day of MAY 2019, by PLAINVIEW-OLD BETH PAGE  
(hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment,  
located at and/or described as CRAFT FAIR AT THE PLAINVIEW-OLD BETH PAGE PUBLIC LIBRARY  
AT 999 OLD COUNTRY ROAD, PLAINVIEW, NY 11803 AND CAROL PLACE

for the event described as ANNUAL CRAFT FAIR

The property/equipment is needed from 7:00 AM to 6:00 PM on OCT 6, 2019

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

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

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

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

Name of Organization

POB CHAMBER OF COMMERCE

Address of Organization

PO BOX 577

PLAINVIEW, NY 11803

By: Douglas G. Hilfman

Authorized Representative

Title: STREET FAIR COMMITTEE MEMBER

Telephone Number: (516) 933-3682

Reviewed By  
Office of Town Attorney

[Signature]

**DATE:** 7/5/19

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** Plainview- Old Bethpage Chamber of Commerce Fall Fair

**PLEASE DELIVER TO:**

**DATE OF EVENT:** 10/6/19

Plainview Old Bethpage  
Library

**BARRICADES:** 15

**CONTACT:** Douglas Hilfman  
516-933-3682

**CONES:** 30

**SHORT PAILS:** 15

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** 10/4/19

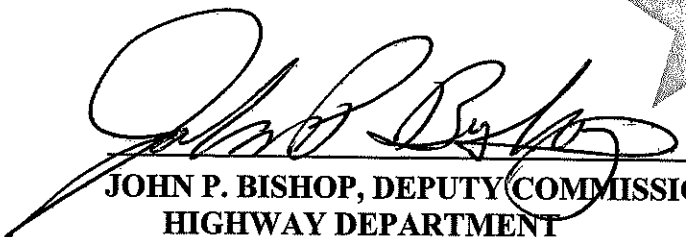
**PICKUP ON:** 10/7/19

**SWEEPING BEFORE AFFAIR IS NEEDED:**

          XX            
YES                  NO

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

JPB/kaz

  
**JOHN P. BISHOP, DEPUTY COMMISSIONER**  
**HIGHWAY DEPARTMENT**



CC: Doug Robalino, General Foreman 002  
Peter Brown General Foreman 003.  
Mike Riccardo, Regional Foreman 009  
Sal Dileo, Area Foreman 025

Dan Kornfeld,  
Jeff VanNostrand  
Public Safety Division

7/31/19  
Reviewed By  
Office of Town Attorney

WHEREAS, Donald J. MacAvoy, Festival Chairman, St. Edward the Confessor Church, 205 Jackson Avenue, Syosset, New York 11791, by letter dated July 10, 2019, requested the use of the northeast portion of Municipal Parking Lot S-1, located at the train station on Jackson Avenue, Syosset, the posting of temporary "No Parking" signs in Municipal Parking Field S-2 on August 8, 2019 through August 11, 2019 and that said parking lot be closed commencing on Thursday, August 8, 2019, at 9:00 pm, through August 11, 2019 at midnight, Friday, August 9, 2019 through Saturday, August 10, 2019 at 11:00 pm, as it is to be used for fireworks, with said parking lot to be closed all day on Saturday, August 10, 2019, and reopened on Sunday, August 11, 2019; and that twenty-five (25) trash receptacles, one hundred (100) complete barricades and six (6) generators be provided, for the St. Edward the Confessor Church Annual Festival, to be held from Friday, August 9, 2019 through Sunday, August 11, 2019; and

WHEREAS, in connection with said Festival, Mr. MacAvoy, further requested that the Town Board waive Chapter 82, Section 82-3 of the Code of the Town of Oyster Bay, "Prohibitions", Chapter 168, Section 168-22 of the Code of the Town of Oyster Bay, "Alcoholic Beverages", Section 168-24, "Conduct of Private Business", and Section 168-20, "Solicitation of Alms", from Friday, August 9, 2019, through Sunday, August 11, 2019; and

WHEREAS, it is further requested that temporary "No Parking" signs be posted in the northeast portion of Municipal Field S-1 from Thursday, August 8, 2019, at 9:00 pm through Sunday, August 11, 2019 at 12:00 midnight for the celebration of the festival, and that temporary "No Parking" signs be posted in Municipal Field S-2 on Friday, August 9, 2019 at 9:00 pm, to be used for fireworks, with the parking lot to be closed all day on Saturday, August 10, 2019, and to be reopened on Sunday, August 11, 2019; and

WHEREAS, John Bishop, Deputy Commissioner, Department of Highways, by memorandum dated July 10, 2019, advised that the Highway Department has no objection to providing the use of the northeast portion of Municipal Parking Field S-1 in Syosset for the St. Edward the Confessor Church Annual Festival from Thursday, August 8, 2019, through Sunday, August 11, 2019, that the Highway Department can readily supply one hundred (100) complete barricades, twenty-five (25) SORT pails and six (6) generators for the event from Monday, August 5, 2019, through Monday, August 12, 2019, and the posting of temporary "No Parking" signs in the northeast portion of Municipal Parking Field S-1 from Thursday, August 8, 2019, at 9:00 p.m. through Sunday, August 11, 2019, at 12:00 midnight for the celebration of said Festival, and also the posting of temporary "No Parking" signs in Municipal Parking Field S-2 on Friday, August 9, 2019 through Saturday, August 10, 2019 at 11:00pm, as it is to be used for fireworks, with said parking lot to be closed all day on Saturday, August 10, 2019, and reopened on Sunday, August 11, 2019; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Department of Public Works is hereby authorized to provide St. Edward the Confessor Church the use of the northeast portion of Municipal Parking Field S-1 in Syosset, Lot 52 for fireworks, one hundred (100) complete barricades, twenty-five (25) SORT pails and six (6) generators, for the St. Edward's the Confessor Church Annual Festival to be held from Friday, August 9, 2019, through Sunday, August 11, 2019, and the posting of temporary "No Parking" signs on said Field from Thursday, August 8, 2019, at 9:00 p.m. through Sunday, August 11, 2019, at 12:00 midnight, for the celebration of said Festival and the posting of temporary "No Parking" signs on Municipal Parking Field S-2 on Friday, August 9, 2019 at 9:00pm through Saturday, August 10, 2019 at 11:00pm, with the parking lot to be closed all day on Saturday, August 10, 2019, and to be reopened on Sunday, August 11, 2019, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Highway Department;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the aforescribed activity; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains comprehensive general liability insurance, in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year, and naming the Town as an additional insured, in connection with the aforescribed activities; and be it further

RESOLVED, That in connection with said Festival, the Town Board hereby waives the following: Chapter 82, Section 82-3 of the Code of the Town of Oyster Bay, "Prohibitions", Chapter 168, Section 168-22 of the Code of the Town of Oyster Bay, "Alcoholic Beverages", Section 168-24, "Conduct of Private Business", and Section 168-20, "Solicitation of Alms", from Friday, August 9, 2019, through Sunday, August 11, 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 Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

TOWN OF OYSTER BAY

Inter-Departmental Memo

July 10, 2019

**TO:** MEMORANDUM DOCKET

**FROM:** JOHN BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT:** ST. EDWARD THE CONFESSOR CHURCH ANNUAL FESTIVAL  
AUGUST 9<sup>TH</sup> THROUGH AUGUST 11<sup>TH</sup>, 2019

Enclosed please find a copy of correspondence from Donald MacAvoy, Festival Chairman, requesting our assistance on behalf of St. Edward the Confessor Church in hosting a festival from Friday, August 9<sup>th</sup> through Sunday, August 11<sup>th</sup>, 2019.

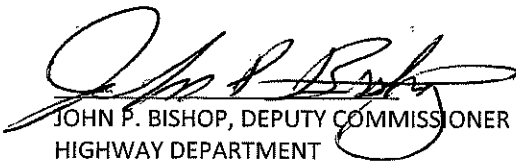
The Highway Department has no objection to the use of the northeast portion of Municipal Parking Field S-1 in Syosset for the festival from Thursday, August 8<sup>th</sup> through Sunday, August 11<sup>th</sup>, 2019. The Organization is requesting the posting of temporary "No Parking" signs in the northeast portion of Municipal Parking Field S-1 from Thursday, August 8<sup>th</sup> at 9:00 pm through Sunday, August 11<sup>th</sup>, 2019 at 12:00 Midnight for the celebration of the festival. Additionally, it is requested that temporary "No Parking" signs be posted in Municipal Field S-2 on Friday, August 9<sup>th</sup>, 2019 at 9:00 P.M. through Saturday August 10<sup>th</sup>, 2019 at 11:00 P.M. as it is to be used for fireworks. The parking lot is to be closed all day on Saturday, August 10<sup>th</sup> and reopened on Sunday, August 11<sup>th</sup>, 2019.

Further, the Highway Department can readily supply one hundred (100) complete barricades, twenty five (25) SORT pails and six (6) generators for the event, from Monday, August 5<sup>th</sup>, through Monday, August 12<sup>th</sup>, 2019.

They are also requesting a waiver of the Town Ordinance Chapter 82-3 of the Town of Oyster Bay (Consumption of alcoholic beverages in public), 168-20 (Solicitation of Alms), 168-22 (Alcoholic beverages) and 168-24 (Sale of Alcohol) on behalf of St. Edward the Confessor Church during the celebration of the festival from August 9<sup>th</sup> through August 11<sup>th</sup>, 2019.

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



  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kaz

C: Town Attorney (9) copies  
Richard Lenz, P.E., Commissioner DPW/HWY  
Doug Robalino, General Foreman  
Peter Brown, General Foreman  
Grace SantaMaria, Highway Administration  
Erin Kelly, Supervisors Office

Justin McCaffrey, Comm. Public Safety  
Steve Kelly, Sign Bureau Supervisor  
Parks Department  
Marta Kane, Public Information Office  
Meredith Gieoli, Supervisors Office

Church of Saint Edward the Confessor  
205 Jackson Avenue  
Syosset, New York, 11791  
(516) 921-8030

July 10, 2019

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

Dear Deputy Commissioner Bishop,

St. Edward's the Confessor Church will be hosting its annual festival Friday, August 9, 2019 thru Sunday, August 11, 2019 and requests permission for the use of the northeast portion of municipal parking lot S1, located at the train station on Jackson Avenue, Syosset. Arrangements will need to be made for the arrival of the rides sometime towards the beginning of the week which we will be storing at Saint Edward's Church parking lot. All rides will need to be inspected on August 9th prior to opening on that Friday, therefore, we are requesting the parking lot be accessible on that day and be closed the night before at 9pm (Thursday, August 8, 2019).

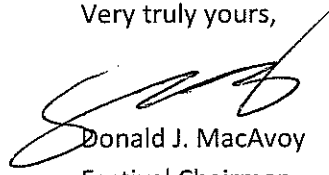
On Saturday, August 10<sup>th</sup> in the S-2 parking lot at 9pm there will be fireworks. I am requesting the S-2 parking lot be closed after 9pm on Friday the 9<sup>th</sup> until 11pm on Saturday the 10<sup>th</sup> of August.

We respectfully request a waiver of Town ordinance, (chapter 82-3 of the Town of Oyster Bay) 168-22 (open container law), 168-24 (Sale of alcohol) and 168-20 (Solicitation of Alms) along with any applicable fees for this event.

At this time, we also request the use of 25 trash receptacles and 100 barricades. Please have available six (6) generators in the event that they are needed. We will be responsible for this equipment from Monday, August 5<sup>th</sup>, 2019 thru Monday, August 12<sup>th</sup>, 2019.

All of the necessary insurance for this event will follow under separate cover. Your consideration in this matter is greatly appreciated.

Very truly yours,

  
Donald J. MacAvoy  
Festival Chairman



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ecclesia Assurance Company c/o Porter & Curtis, LLC 225 State Road Media, PA 19063	<b>CONTACT NAME:</b> Parsha Seal <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> pseal@portercurlis.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ECCLESIA ASSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 11952
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COVERAGES      CERTIFICATE NUMBER: C000179265      Account: 000058      REVISION NUMBER:

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

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

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

The limits include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract with respect to use of a roll off container for the annual festival from 08/08/2019 - 08/12/2019.

## CERTIFICATE HOLDER

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*William A. Grady*

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ACORD 25 (2016/03)

Reviewed By  
Office of Town Attorney

*D. M.*

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

ADDITIONAL INSURED ENDORSEMENT

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

SCHEDULE

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

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

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

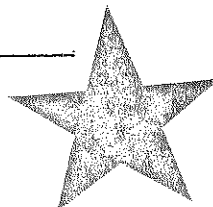
All other terms and conditions remain unchanged.

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

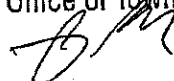
ECCLESIA ASSURANCE COMPANY

  
Authorized Representative's Signature

9/26/2018  
Date



Reviewed By  
Office of Town Attorney





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

This Agreement is made this 29 day of MAY, 2019, by SAINT EDWARD THE CONFESSOR CHURCH (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period AUGUST 24, 2019 through AUGUST 11, 2019.

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

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

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

Name of Organization:

SAINT EPIMACHOS THE CONFESSOR CHURCH

Address of Organization:

205 JAC/SON AIF

540 55 ET N.Y. 11791

By: [Signature]  
Authorized Representative

Title: FESTIVAL CHAIRMAN

Telephone Number: (516) 406-2823

Reviewed By  
Office of Town Attorney



OK

**DATE:** 7/10/19  
**TO:** HIGHWAY OPERATIONS  
**SUBJECT:** St Edward the Confessor Church

<b>PLEASE DELIVER TO:</b>	<b>DATE OF EVENT:</b>	8/9/19-8/11/19
Parking Lot S-1 Syosset	<b>BARRICADES:</b>	100
	<b>SHORT PAILS:</b>	25
<b>CONTACT: Donald MacAvoy</b> 516-351-4067	<b>PORTABLE LIGHTS:</b>	
	<b>GENERATOR:</b>	6
	<b>PACKER:</b>	
	<b>DELIVER ON:</b>	Monday 8/5/19
	<b>PICKUP ON:</b>	Monday 8/12/19

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

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



JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kaz

CC: Doug Robalino, General Foreman 002	Dan Kornfeld
Peter Brown, General Foreman 003	Public Safety Division
Scott Dade, Area Foreman 011	Mike Ricardo, Regional Foreman 009
Jeff VanNostrand	

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated July 9, 2019, advised the Town Board that the Highway Department conducted a study of the LV-2, LV-3, and LV-4 Parking Fields located in Locust Valley based on resident concerns, and recommends that restrictions in these lots be changed to reflect the following:

1. LV-2  
NO COMMUTER PARKING  
4 HOUR PARKING DAILY EXCEPT WHERE OTHERWISE POSTED  
HEAD IN PARKING WITHIN STALLS ONLY  
ENFORCED DAILY 4:00 AM TO 5:00 PM
2. LV-3  
NO COMMUTER PARKING  
NO PARKING 4:00 AM TO 8:30 AM  
EXCEPT WHERE OTHERWISE POSTED  
HEAD IN PARKING WITHIN STALLS ONLY  
ENFORCED DAILY 4:00 AM TO 5:00 PM  
EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS
3. LV-4  
UNRESTRICTED PARKING  
EXCEPT WHERE OTHERWISE POSTED  
HEAD IN PARKING WITHIN STALLS ONLY  
ENFORCED DAILY 4:30 AM TO 5:00 PM  
EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are approved, and Town Board hereby authorizes that the aforementioned restrictions in Locust Valley Parking Fields LV-2, LV-3, and LV-4 be put into effect, and that appropriate signs be posted with the restrictions, indicating that same are by Order of the Town Board.

-#-

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

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

Reviewed By  
Office of Town Attorney

19

## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

July 9, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

SUBJECT: LOCUST VALLEY PARKING LOTS LV-2, LV-3 AND LV-4

---

The Highway Department has conducted a study of the LV-2, LV-3 AND LV-4 parking field located in Locust Valley, based on resident and business district concerns.


The Highway Department recommends that restrictions in this lots be changed to reflect the following.

LV-2  
NO COMMUTER PARKING  
4 HOUR PARKING DAILY EXCEPT WHERE OTHERWISE POSTED  
HEAD IN PARKING WITHIN STALLS ONLY  
ENFORCED DAILY 4:00AM TO 5:00PM  
BY ORDER OF THE TOWN BOARD

LV-3  
NO COMMUTER PARKING  
NO PARKING 4:00AM TO 8:30AM  
EXCEPT WHERE OTHERWISE POSTED  
HEAD IN PARKING WITHIN STALLS ONLY  
ENFORCED DAILY 4:00AM TO 5:00PM  
EXCEPT SAT., SUN. & HOLI.  
BY ORDER OF THE TOWN BOARD

LV-4  
UNRESTRICTED PARKING  
EXCEPT WHERE OTHERWISE POSTED  
HEAD IN PARKING ONLY WITHIN STALLS  
ENFORCED DAILY 4:30AM TO 5:00PM  
EXCEPT SAT., SUN. & HOLI.  
BY ORDER OF THE TOWN BOARD

Therefore, Town Board Approval is hereby requested in order to facilitate the changes listed above.

  
\_\_\_\_\_  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT



JPB/kjb

CC: Town Attorney (9)  
Richard W. Lenz, P.E., Commissioner of DPW/Highway  
Steve Kelly, Highway Maintenance supervisor I

Reviewed By  
Office of Town Attorney

Elizabeth A. Taughman

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law, entitled, "A LOCAL LAW TO AMEND CHAPTER 203 – SPEED LIMITS, SECTION 203-9. THIRTY-FIVE MILES PER HOUR AT SPECIFIC LOCATIONS OF THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK.", which, if adopted, would create a speed zone of thirty (30) miles per hour on Lexington Avenue, between South Street, Oyster Bay, and West Main Street, Oyster Bay, in the hamlet of Oyster Bay; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on July 9, 2019, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated July 15, 2019, 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. 26, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 26; and be it further

RESOLVED, By the Town Board of the Town of Oyster Bay as follows: That said Local Law No. 4 -19, to amend the Code of the Town of Oyster Bay, Chapter 203-Speed Limits, entitled, "A LOCAL LAW TO AMEND CHAPTER 203 – SPEED LIMITS, SECTION 203-9. THIRTY-FIVE MILES PER HOUR AT SPECIFIC LOCATIONS OF THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK.", is hereby adopted, and shall take effect immediately upon filing same with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

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

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

7/23/19  
Reviewed By  
Office of Town Attorney  
M. B. J.

Meeting of July 30, 2019

Resolution No. 457-2019

WHEREAS, Jasbir Jay Singh, President, IDP USA, 260 W. Old Country Road, Hicksville, New York 11801, by letter dated April 23, 2019 and by an undated follow-up letter, requested the closing of Municipal Parking Field H-11 in Hicksville, on Sunday, August 4, 2019, as well as the installation of "No Parking" signs in the lot, accompanied by use of fifty (50) complete barricades and fifty (50) orange traffic cones, for the India Independence Day Parade and Festivities, to be held on Sunday, August 4<sup>th</sup> 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memoranda dated July 19, 2019 advised that he has no objection to the closing of Municipal Parking Field H-11 in Hicksville, on Sunday, August 4, 2019, as well as the installation of "No Parking" signs in the lot, accompanied by use of fifty (50) complete barricades and fifty (50) orange traffic cones, for the India Independence Day Parade and Festivities, to be held on Sunday, August 4<sup>th</sup> 2019; and

WHEREAS, IDP USA will be submitting a \$3,000.00 check for deposit into Account No. TWN TA 0000 00030 416 0000, customer # 71347, to cover the costs incurred by the Town to clean up the location for the above noted event, with the provision that if the location is returned in the same condition as prior to the event, these funds will be returned to the account holder; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and John P. Bishop, Deputy Commissioner, Highway Department, is hereby authorized to provide for the closing of Municipal Parking Field H-11 in Hicksville, on Sunday, August 4, 2019, as well as the installation of "No Parking" signs in the lot, accompanied by use of fifty (50) complete barricades and fifty (50) orange traffic cones, for the India Independence Day Parade and Festivities, to be held on Sunday, August 4<sup>th</sup> 2019; and 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.
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance in the amount of \$1,000,000 bodily injury and \$500,000 property damage, and naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity.

-#-

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

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

15

TOWN OF OYSTER BAY

**Inter-Departmental Memo**

July 15, 2019

**TO:** MEMORANDUM DOCKET

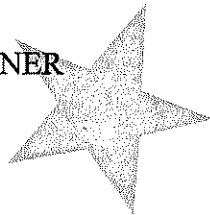
**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT:** IDP USA INC. INDIA DAY PARADE EVENT

---

Please reserve a space on the Town Board calendar of July 30<sup>th</sup> 2019 with respect to the IDP USA India Day Parade event on August 4<sup>th</sup> 2019. Supplemental memorandum to follow.

  
\_\_\_\_\_  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT



JPB/kaz  
Attachments

C: Town Attorney (9) copies

12

TOWN OF OYSTER BAY

Inter-Departmental Memo

July 23, 2019

**TO:** MEMORANDUM DOCKET

**FROM:** JOHN BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT:** IDP USA INDIA DAY PARADE LONG ISLAND  
AUGUST 4<sup>TH</sup> 2019  
SUPPLEMENTAL MEMO – MD – 7/16/19 #15

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Enclosed please find copies of letters from Jasbir Jay Singh, President of IDP USA, requesting our assistance in conducting their India Day Parade on Sunday, August 4<sup>th</sup> 2019.

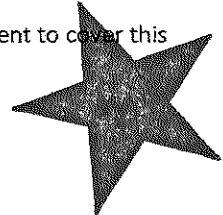
The Highway Department has no objection to closing off parking field H-11 in Hicksville and will install "No Parking" in the lot for the event on Sunday, August 4<sup>th</sup> 2019 for their India Day Parade. The Highway Department will readily supply fifty (50) barricades and fifty (50) cones for the event as well.

The IDP USA will be submitting a \$3,000.00 check for deposit into Account TWN TA 0000 00030 416 0000, customer # 71347 to cover the cost incurred by the Town of Oyster Bay to clean up the location for the above noted event. If the location is returned in the same condition prior to event, these funds will be returned to the account holder.

Permission for holding this event is granted on the express condition that the sponsors of the event will take all necessary measures that the provisions of Chapter 156 of the Code of the Town of Oyster Bay concerning noise, are complied with, and that should such event create a noise disturbance the permit will be revoked, and the provisions of Chapter 156 of the Code will apply

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

Therefore, Town Board approval is requested.



  
JOHN BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kaz

C: Town Attorney (9) copies  
Steve Ballas, Comptroller TOB  
Richard Lenz, P.E., Commissioner DPW  
Peter Brown, General Foreman  
Doug Robalino, General Foreman  
Justin McCaffrey, Commissioner of Public Safety  
Grace SantaMaria, Highway Administration





#### FOUNDERS

Bobby K. Kalotee  
Kamlesh C. Mehta

#### ADVISORY BOARD

Beena Kothari  
Indu Jaiswal  
Mukesh Modi  
Peter Bheddah

#### PRESIDENT

Jasbir 'Jay' Singh

#### VICE PRESIDENT

Bina Sabapathy

#### SECRETARY

Shashi Malik

#### JOINT SECRETARY

Taran Bir Kaur

#### TREASURER

Gautam Sanghavi

#### DIRECTORS

Dr. Bhavani Srinivasan  
Dr. Kishore Kuncham  
Deepak Bansal  
Gary Sikka  
Gobind Bathija  
Harish Thakkar  
Koshi O. Thomas  
Lalit Aery  
Mohinder Taneja  
Paul Bindra  
Rekha Chichara  
Satnam Parhar  
Shammi Singh  
Urmilesh Arya  
Vikas Dhall

Dear Kim,

Subject: India Day Parade on Sunday, August 4<sup>th</sup>, 2019

I hope this note of mine will find you in good health and high spirits.

First of all it was pleasure meeting you other day in your office. Thanks for allowing us to use the Hicksville Parking Lot for India Day Parade event, which is going to attract thousands of people from Indian and local community.

Secondly we want to request for 50 barricades and 50 orange cones, for the safety of people who are going to come and enjoy the festivities.

Please get us assigned the maximum Public Safety officials on Sunday, August 4<sup>th</sup>, 2019.

I am aware that you are good in putting the "NO PARKING" signs, but if we can collect extra, before the event.

We want to put the few banners and Flags on Broadway, announcing the Parade, so please assist on that too.

My apologies for asking too much, but we have to make this event safe and better.

Any further information required, please contact me or Mukesh Modi-917-215-1491.

Regards,

Jasbir Jay Singh  
516-857-5297

Finance Chairs - Bunty Shah, Vimal Goyal, Zinda Singh  
Celebrity Chapter Chair - Bharat Goradia, Onkar Singh, Suhag Mehta  
Community Chapter Chairs - Bobby Bhasin, Sonia Anand, Rajesh Kumar  
Cultural program Chairs - Jyoti Gupta, Indu Gajwani, Shilpa Jhurani, Shilpa Mithaiwala  
Event Coordinators - Neelima Madan, Sital Shah  
Decoration Committee Chairs - Anju Sharma, Sunita Sadhnani,  
Kids Performance Chairs - Jyoti Sharma, Neetu Chhabra, Pupul Chopra  
Legal - Renu Mukherjee, Nipun Marwah  
Logistics Chairs - Kuljeet Ahluwalia, Mohinder Miglani

Media/ Marketing Chairs - Inderjit Saluja, Indu Gajwani, Sharanjit Thind  
Parade coordinator, Floats and Cars Chairs - Bina Sabapathy, Mayur Parekh, Saroj Chheda  
Public Relations Chairs - Pinky Jaggi, Sanjeev Jindal  
Sashes/ Badges Chairs - Ashok Varshney, Mitesh Parikh, Saroj Aery  
Security Chairs - Deepak Bansal, Rajeev Choudhry, Sushil Khanna  
Souvenirs Chairs - Beena Kothari, Bhavna Sharma  
Vendors Chairs - Sanju Sharma, Vijay Goswamy, Vipul Sanghvi,  
Volunteers Chairs - Raksha Parekh, Taran Bir Kaur  
Web/ Social Media Chairs - Ashok Vyas, Shashi Malik, Taran Bir Kaur

Committee Members - Ajay Vir Sondhi, Amrita Karwal, Aruna Saxena, Ginson Zakharia, Herman Singh, Jaspal Singh Arora, Jay Sharma, Kiran Gupta, Nagendra Gupta, Naq Khan, Parveen Chopra, Prince Bagga, Raj Jaggi, Satbir Bedi, Sheetal Talati, Shekhar Nalamuthla, Shomik Chaudhuri, Subin Varghese, Sushma Kausik, Veena Lamba

IDPUSA, 260 W. Old Country Rd., Hicksville, NY 11801  
Tel: (516) 857 5297 (516) 633 5229 Email: idpusainc@gmail.com Website: www.idpusa.org  
Not-For Profit 501© (3) Organization Tax ID number 47-3999472





DEPUTY COMM/HIGHWAY

REC'D BY HIGHWAY DEPT  
MAY 16 10 11 AM '19

#### FOUNDERS

Bobby K. Kalotee  
Kamlesh C. Mehta

#### ADVISORY BOARD

Beena Kolhari  
Indu Jaiswal  
Mukesh Modi  
Peter Bheddah

#### PRESIDENT

Jasbir 'Jay' Singh

#### VICE PRESIDENT

Bina Sabapathy

#### SECRETARY

Shashi Malik

#### JOINT SECRETARY

Taran Bir Kaur

#### TREASURER

Gautam Sanghavi

#### DIRECTORS

Dr. Bhavani Srinivasan  
Dr. Kishore Kuncham  
Gary Sikka  
Gobind Bathija  
Harish Thakkar  
Koshi O. Thomas  
Lalit Aery  
Mohinder Taneja  
Paul Bindra  
Rekha Chichara  
Satnam Parhar  
Shammi Singh  
Vikas Dhall

The Town Supervisor  
Town of Oyster Bay

**Subject: Request for the grant of Permission to use premises for Event**

Dear Sir,

We are 501(c)(3) organization in Long Island, with our office in The Town of Oyster Bay. We do events throughout the year for the benefit of all not limited to one community, and are one of the biggest organizations in New York. Our main event is The India Day Parade, which we do to celebrate India's Independence Day from last 7 years in Hicksville. We engage not only the South Asian Community, but the mainstream American Community and we are always honored with the presence of the Town, County and State administration, along with the celebrities from India.

We have spectators in the number of more than 5000 in the span of One mile, from the start to end point in addition to the local merchants and neighborhood community.

As we are celebrating India's 73<sup>rd</sup> Independence Day on August 4<sup>th</sup>, 2019, we request you to grant us the permission to use the Parking Lot on East Barclay Street, Hicksville, where we can conclude the parade, have a stage and booths for cultural programs as we have been doing them since 2012.

You will find all the required information on the application, but still if any other information required, please contact me as mentioned below.

Sincerely,

*Jasbir Singh*

Jasbir JAY Singh  
Phone: 516-857-5297  
Jaysingh9@hotmail.com

Dated: April 23, 2019

Finance Chairs - Bunty Shah, Vimal Goyal, Zinda Singh  
Celebrity Chapter Chair - Bharat Goradia, Onkar Singh, Suhag Mehta  
Community Chapter Chairs - Bobby Bhasin, Sonia Anand, Rajesh Kumar  
Cultural program Chairs - Jyoti Gupta, Indu Gajwani, Shilpa Jhurani, Shilpa Mithaiwala  
Event Coordinators - Neelima Madan, Sital Shah  
Decoration Committee Chairs - Anju Sharma, Sumita Sachdevani  
Kids Performance Chairs - Jyoti Sharma, Neetu Chhabra, Pooja Chopra  
Legal - Renu Mukherjee, Nipun Marwah  
Logistics Chairs - Kuljeet Ahluwalia, Mohinder Miglani

Media/ Marketing Chairs - Inderjit Saluja, Indu Gajwani, Sharanjit Thind  
Parade coordinator, Floats and Cars Chairs - Bina Sabapathy, Mayur Parekh, Saroj Chheda  
Public Relations Chairs - Pinky Jaggi, Sanjeev Jindal  
Sashes/ Badges Chairs - Ashok Varshney, Mitesh Parikh, Saroj Aery  
Security Chairs - Deepak Bansal, Rajeev Choudhry, Sushil Khanna  
Souvenirs Chairs - Beena Kolhari, Bhavna Sharma  
Vendors Chairs - Sanju Sharma, Vijay Goswami, Vipul Sanghvi  
Volunteers Chairs - Raksha Parekh, Taran Bir Kaur  
Web/ Social Media Chairs - Ashok Vyas, Shashi Malik, Taran Bir Kaur

Committee Members - Ajay Vir Sondhi, Amrita Karwal, Aruna Saxena, Ginson Zakaria, Herman Singh, Jaspal Singh Arora, Jay Sharma, Kiran Gupta, Nagesha Gupta, Naq Khan, Parveen Chopra, Raj Jaggi, Satbir Bedi, Sheetal Talati, Shikhar Nelanuthala, Shomik Chaudhuri, Subin Varghese, Sushma Kaushik, Veena Lamba

IDPUSA, 260 W. Old Country Rd., Hicksville, NY 11801  
Tel: (516) 857 5297 (516) 633 5229 Email: idpusainc@gmail.com Website: www.idpusa.org  
Not-For Profit 501(c)(3) Organization Tax ID number 47-3999472

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of this 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 Excelerate Insurance Agency Inc Rajeev Aary 139-50 Hillside Avenue Jamaica NY 11435	CONTACT NAME: Rajeev Aary PHONE (A/C, H/L, Ext): (718) 297-1110 FAX (A/C, H/L): EMAIL: info@excelerateins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Evanelon Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED IDP USA Jasbeer Singh 550 W Old Country Road #400 Hicksville NY 11801	NAIC# 35378

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

PER LTY	TYPE OF INSURANCE	ISSUER (INS, SVS)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	3DS468-M1797835	08/02/2019 12:01 AM	08/06/2019 12:01 AM	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Deductible \$ 1,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DRO RETENDONS					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Necessary in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.

Attendance: 500, Event Type: Parade.

The State of New York/New York State Department of Transportation, any municipality in which the event is conducted, and any governmental entity whose facilities are affected by the event, or any of their employees or agents working for or on the event.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Oyster Bay 54 Audrey Avenue Oyster Bay NY 11771	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 Rajeev Aary
---	--

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ACORD 25 (2016/03)

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Reviewed By  
Office of Town Attorney

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COMMERCIAL GENERAL LIABILITY  
POLICY NUMBER: 3DS5468-M1707635

## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

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

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

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

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

However:

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

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

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

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

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

All other terms and conditions remain unchanged.

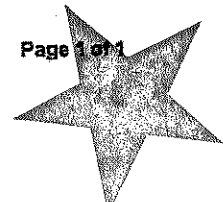
MEGL 2217 01 19

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with its permission.

Page 1 of 1

Reviewed By  
Office of Town Attorney

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Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 23<sup>rd</sup> day of May 2019, by IDP USA INC & JASBIR SINGH (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period August 2<sup>nd</sup>, 2018 through August 6<sup>th</sup>, 2019

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

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

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

Name of Organization:

IDP USA INC & JASBIR SINGH

Address of Organization:

550 W. OLD COUNTRY RD  
Suite 400, Hicksville, NY 11501

By:

Jasbir Singh  
Authorized Representative

Title:

President

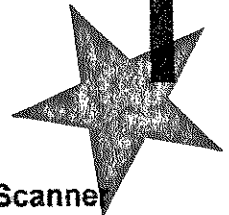
Telephone Number:

516-857-5297

Reviewed By  
Office of Town Attorney

[Signature]

Scanned with CamScanner



## Kimberly Zervos

---

**From:** Stephen Plezia  
**Sent:** Monday, July 15, 2019 12:46 PM  
**To:** Kimberly Zervos  
**Cc:** Maddy Sabatino  
**Subject:** FW: check for India Day Parade  
**Attachments:** check2.pdf

The Vendor and Customer numbers for IDP USA , Inc. is as listed below

Vendor # 24787

Customer # 71347

---

**From:** Maddy Sabatino  
**Sent:** Friday, July 12, 2019 3:34 PM  
**To:** Stephen Plezia  
**Subject:** FW: check for India Day Parade

---

**From:** Kimberly Zervos  
**Sent:** Friday, July 12, 2019 3:33 PM  
**To:** Maddy Sabatino  
**Subject:** check for India Day Parade

Hi Maddy,

I need to get a customer number for this organizations check that they sent as a deposit to have the event. The event holders company name is IDP USA Inc. the check number is #1560

Address is 260 W. Old Country Road  
Hicksville, NY 11801  
516-827-5297

For their India Day Parade Event on August 4<sup>th</sup> 2019

Sincerely,

Kimberly Zervos

Sign Bureau  
Public Parking  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

NAME 1 DP USA INC ACCOUNT NO. 612212012 DATE 8/28/2012 15-1992/212

PAY TO THE ORDER OF town of Oyster Bay \$ 3000

three thousand DOLLARS 00 CENTS

FOR Deposit John S. J.

**BCB**  
INDUS AMERICAN BANK  
The Community Bank

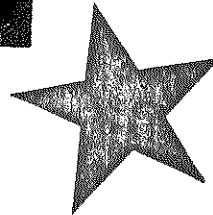
DREAM EVENT PLANNER NY, INC.  
17 WEST ST.  
HICKSVILLE NY 11801-3127

DATE 12/2/10 1274 12/2/10

PAY TO THE ORDER OF John S. J. \$ 3,000

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.chase.com

MEMO [REDACTED]



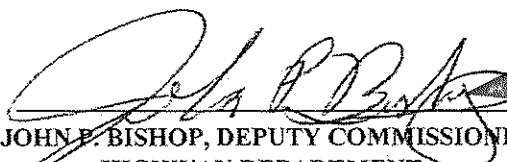
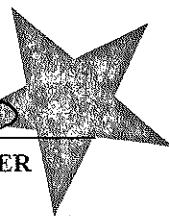
DATE: 7/23/19  
TO: HIGHWAY OPERATIONS  
SUBJECT: India Day Parade 2019

PLEASE DELIVER TO:	DATE OF EVENT:	8/4/19
Hicksville Lot H-11	BARRICADES:	50
CONTACT: Jay Singh 516-857-5297	CONES:	50
	SORT PAILS:	
	PORTABLE LIGHTS:	
	GENERATOR:	
	PACKER:	
	DELIVER ON:	8/2/19
	PICKUP ON:	8/5/19

SWEEPING BEFORE AFFAIR IS NEEDED:	XX	
	YES	NO

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

JPB/kaz

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT 

CC: Doug Robalino, General Foreman 002  
Peter Brown, General Foreman 003  
Joe Piczczatowski, Area Foreman 017  
Public Safety Division

Dan Kornfeld  
Jeff VanNostrand



7/31/19  
Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, Woodbridge at Farmingdale II, L.P. (“Woodbridge”) is the owner of premises located at 461 Fulton Street, Farmingdale, New York, more specifically known as Section 49, Block 98, Lot 340 on the Land and Tax Map of Nassau County; and

WHEREAS, Woodbridge owns and operates a sixty-two (62) unit affordable senior citizen apartment facility pursuant to the provisions of the Federal Low Income Housing Tax Credit Program; and

WHEREAS, in accordance with that program, Woodbridge entered into a Pilot (Payment in Lieu of Taxes) Agreement with the Village of Farmingdale and received a Tax Exemption Agreement from the County of Nassau in 2000, providing for fixed payments in lieu of property taxes, which agreement was approved by the Town Board, by Resolution No. 544-2000, adopted on August 22, 2000, and which agreement expires this year; and

WHEREAS, Certilman Balin Adler & Hyman, LLP, attorneys for Woodbridge, by letter dated May 28, 2019, have requested that the Town consent to a renewal Tax Exemption Agreement between Woodbridge and the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated July 11, 2019, have advised that Woodbridge is entitled to a renewal of its Tax Exemption Agreement pursuant to Private Housing Finance Law § 125, and recommended that the Town Board consent to the renewal,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation hereinabove set forth is accepted and approved, and the Town Board hereby consents to Woodbridge’s renewal Tax Exemption Agreement; and be it further

RESOLVED, That the Town’s consent is conditioned upon the proper apportionment of taxes by the County of Nassau; and be it further

RESOLVED, That in the event the Tax Exemption Agreement is amended, no such amendment shall be binding upon the Town without Town Board approval.

-#-

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

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

25

## Town of Oyster Bay Inter-Departmental Memo

**TO :** Memorandum Docket

**FROM:** Office of the Town Attorney

**DATE :** July 11, 2019

**SUBJECT:** Woodbridge at Farmingdale II, L.P.  
Request for Town Consent – Nassau County Tax Exempt Agreement

---

The Town is in receipt of correspondence from Daniel J. Baker, Esq., of Certilman, Balin Adler & Hyman, LLP, counsel for Woodbridge at Farmingdale II, L.P. ("Woodbridge"). According to Mr. Baker's correspondence, Woodbridge owns and operates a 62 unit affordable senior citizen housing complex at 461 Fulton Street, Farmingdale. Mr. Baker further advises that in 2000, Woodbridge entered into a Pilot (Payment in Lieu of Taxes) Agreement with the Village of Farmingdale and received a Tax Exemption Agreement from Nassau County pursuant to Public Housing Finance Law § 125, which agreement was accepted and approved by the Town Board by Resolution No. 544-2000, adopted on August 22, 2000, and which agreement expires this year.

Woodbridge has negotiated a renewal Tax Exemption Agreement with Nassau County, a copy of which is attached to this memorandum. However, before the County will place the matter onto its Legislative Agenda, the County requested that Woodbridge secure the Town's consent to the renewal agreement.

Inasmuch as Woodbridge is statutorily entitled to the tax exemptions pursuant to Public Housing Finance Law § 125, this Office recommends that the Town Board provide its consent to the draft Tax Exemption Agreement.

JOSEPH NOCELLA  
TOWN ATTORNEY



Matthew M. Rozea  
Deputy Town Attorney

MMR:ba  
Attachment  
2019-7202

cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Woodbridge Tax Exemption Agreement MMR.docx

RESOLUTION NO.544-2000

Meeting of August 22, 2000

WHEREAS, WOODBRIDGE at FARMINGDALE II, L.P., (hereinafter referred to as "WOODBRIDGE") is the owner of premises located at 461 Fulton Street, Farmingdale, New York, said premises being further described as Section 49, Block 98, Lot 340, on the Land and Tax Map of Nassau County; and

WHEREAS, WOODBRIDGE constructed a sixty-two (62) unit affordable senior citizen apartment facility, pursuant to the provisions of the Federal Low Income Housing Tax Credit Program; and

WHEREAS, in accordance with said program, WOODBRIDGE has entered into a Payment in Lieu of Taxes (hereinafter referred to as "PILOT") Agreement with the Village of Farmingdale, providing for fixed payments in lieu of property taxes, and establishing water rates, for a fifteen year period; and

WHEREAS, the law offices of Marino, Bernstein, Callanan and Muraskin, PLLC, attorneys for WOODBRIDGE, by letter dated July 12, 2000, have requested that the Town approve the terms of the PILOT Agreement, entered into between the Village of Farmingdale and WOODBRIDGE; and

WHEREAS, Gregory J. Giammalvo, Town Attorney, by memorandum dated July 20, 2000, states that WOODBRIDGE is entitled to the requested relief in accordance with Section 125 of the New York State Private Housing Finance Law, and recommends that the Town Board approve the terms of the above referenced PILOT Agreement,

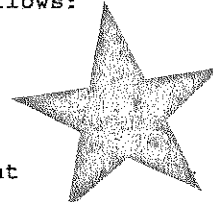
NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Town Board hereby approves the terms of the PILOT Agreement between the Village of Farmingdale and WOODBRIDGE; and be it further

RESOLVED, That said approval is conditioned upon the proper apportionment of taxes by the Nassau County Treasurer; and be it further

RESOLVED, That in the event the PILOT Agreement is amended, no such amendment shall be binding upon the Town without Town Board approval.

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 Symons	Aye
Councilman Muscarella	Aye
Councilwoman Preston	Aye
Councilwoman Eisler	Absent
Councilman Macagnone	Aye



cc: Supervisor  
Town Attorney (with Pilot Agreement)  
Comptroller(2)  
Building Division  
Planning & Development  
Rec.of Taxes (with Pilot Agreement)

Reviewed By  
Office of Town Attorney

DANIEL J. BAKER  
PARTNER  
DIRECT DIAL 516.296.7158  
dbaker@certilmanbalin.com

May 28, 2019

**Via Email**

Supervisor Joseph Saladino  
& Members of the Town of Oyster Bay Town Board  
54 Audrey Avenue  
Oyster Bay, New York 11771

**Re: Woodbridge at Farmingdale II, L.P.  
Premises Located at 461 Fulton Street, Farmingdale, New York  
Section 49, Block 98, Lot 340**

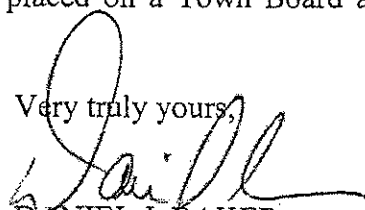
Dear Supervisor Saladino and Members of the Town Board:

I am writing to you on behalf of the owner of the above-referenced property, Woodbridge at Farmingdale II, L.P. ("Woodbridge"). Woodbridge owns and operates a 62 unit affordable senior citizen housing complex at the premises which was constructed and has received benefits pursuant to the Federal Low Income Housing Tax Credit Program and Article 125 of the New York State Private Housing Finance Law ("PHFL").

Pursuant to PHFL, Woodbridge entered into a Tax Exemption Agreement ("Agreement") with the County of Nassau ("County") in 2002 which is set to expire this year. Again, pursuant to PHFL Section 125, Woodbridge is entitled to renew the Agreement with the County. Before this matter will be put on a County Legislative Agenda, the County has requested that we provide the proposed renewal agreement to the Town of Oyster Bay for review and consent. As such, attached please find a copy of the proposed renewal agreement which has been agreed upon between the County and Woodbridge and is ready to proceed for County Legislative approval. In addition, I have also attached copies of the current Agreement as well as Town Board Resolution No. 544-2000 which approved the terms of the original Agreement. (Please note that Resolution No. 544-2000 referred to an agreement between Woodbridge and the Village of Farmingdale which appears that it should have referred to the County.)

If you should require anything further with regard to this matter, please do not hesitate to contact me. Otherwise, I would ask that this matter be placed on a Town Board agenda for approval and consent at the earliest opportunity.

Very truly yours,



DANIEL J. BAKER

DJB/tt  
Enclosures

## TAX EXEMPTION AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the County of Nassau, a municipal corporation of the State of New York (hereinafter called "COUNTY"), having its principal office at the County Executive Building, 1550 Franklin Avenue, Mineola, New York 11501, and Woodbridge at Farmingdale II, L.P., a mutual redevelopment Company organized pursuant to the provisions of §103 of Article V of the Private Housing Finance Law of the State of New York, as amended (hereinafter called "COMPANY"), having its principal office at 2001 Marcus Avenue, Suite N118, Lake Success, NY 11042.

### W I T N E S S E T H:

WHEREAS, the COUNTY is desirous of supporting the development of privately financed low or moderate-income housing for the elderly in the COUNTY; and

WHEREAS, the COMPANY has acquired title to certain Property (said Property being hereinafter called "PROPERTY") located at 461 Fulton Street, Farmingdale, New York and being more fully described in Exhibit "A" (attached hereto and made part hereof and also known as Section 49, Block 98, Lot 340 on the Nassau County Land and Tax Map); and

WHEREAS, the builder-sponsor has devoted the entire PROPERTY to construction of low or moderate-income housing for senior citizens. Said PROPERTY has been developed as a two-bedroom garden apartment, sixty-two (62) unit complex which is known as "Woodbridge at Farmingdale II" or the "HOUSING PROJECT"; and

WHEREAS, under §125 of Article V of the Private Housing Finance Law, the COMPANY applied to the Nassau County Legislature (hereinafter "LEGISLATURE") and the LEGISLATURE unanimously approved the COMPANY'S receipt of a Tax Exemption Agreement pursuant to Resolution 554-2000; and

WHEREAS, said Tax Exemption Agreement is set to expire on the 2017/2018 assessment roll, unless the LEGISLATURE extends such Agreement as provided for under §125 of Article V of the Private Housing Finance Law; and

WHEREAS, the COMPANY continues to provide affordable housing for senior citizens and the COMPANY'S ability to provide such affordable housing is contingent upon its ability to continue to receive a Tax Exemption Agreement; and

WHEREAS, the fair market value of the PROPERTY at its time of acquisition by the COMPANY in interest in 1999 was \$1,575,000; and

WHEREAS, the fair market value of the PROPERTY today is \$6,500,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The COUNTY hereby grants to the COMPANY or any successor or transferee redevelopment Company an exemption from COUNTY, Town, Special District and School District taxes, other than assessments for local improvement, which would result from that part of the value of the Property included in the HOUSING PROJECT which represents an increase over the assessed valuation of the Property's \$1,575,000 fair market value when it was acquired in 1999 by the COMPANY's predecessor. This exemption shall apply to Woodbridge at Farmingdale II, which is more particularly described in Exhibit "A" and is designated as Section 49, Block 98, Lot 340 on the Nassau County Land and Tax Map.

2. Such tax exemption shall operate for a period of twenty-five (25) years commencing from the 2018/2019 assessment roll and terminating after the 2042/2043 assessment roll.

3. So long as the exemption provided for hereunder shall continue in force and effect, the COMPANY shall pay to the Nassau COUNTY Treasurer, for the benefit of the COUNTY, Town, Special Districts, and School District, a payment in lieu of taxes (hereinafter "PILOT") for the PROPERTY, the amount of which shall be as follows for each fiscal tax year:


2018/2019	and	2019/2020	\$91,329
2020/2021	and	2021/2022	\$100,752
2022/2023	and	2023/2024	\$111,146
2024/2025	and	2025/2026	\$122,614
2026/2027	and	2027/2028	\$135,264
2028/2029	and	2029/2030	\$149,220
2030/2031	and	2031/2032	\$164,615
2032/2033	and	2033/2034	\$181,599
2034/2035	and	2035/2036	\$200,335
2036/2037	and	2037/2038	\$221,004
2038/2039	and	2039/2040	\$243,806
2040/2041	and	2041/2042	\$268,960
2042/2043			\$296,709

4. In the event that any additional buildings other than the currently constituted sixty-two (62) units are constructed on the PROPERTY (such as additional structural additions, buildings and improvements, hereinafter "ADDITIONAL PROPERTY"), the COMPANY agrees to make additional annual payments in lieu of taxes in amounts equal to the product of the then current PILOT payment due from the Company divided by sixty-two (62) units, then multiplied by the number of additional residential units constructed on the PROPERTY. All other provisions of this agreement (hereinafter the "AGREEMENT") shall apply to this obligation for additional payments. Nothing in this paragraph 5 relating to ADDITIONAL PROPERTY shall be deemed to apply to any structural additions made to the building or buildings included in the already constructed sixty-two (62) units on the PROPERTY.

5. Neither the COMPANY or its successors and assigns nor the individual unit tenants/owners shall protest, challenge or file a tax certiorari petition with respect to said PILOT payments, unless the fair market value of the property is increased over the stated amount herein of \$6,500,000. The COMPANY shall not, on its own behalf or on behalf of those to whom the units are rented, file for Senior Citizen Exemptions or Veteran Exemptions for the duration of this Private Housing Finance Exemption.

6. It is understood and agreed that amounts due and payable for a calendar year shall be due and payable to the Nassau County Treasurer on or before January 1 and July 1 for the General Tax and April 1 and October 1 for the School Tax, as applicable.

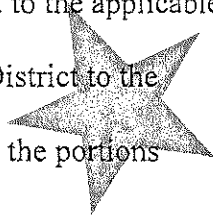
7. It is understood and agreed that the COMPANY's failure to make payments pursuant to this AGREEMENT when said payments shall be due and payable, shall be treated for all purposes as a failure to make payments of real property taxes, and shall be governed by the same provisions of law as shall apply to any owner or owners of real property who fail to timely



make payments of real property taxes. In the event the COMPANY fails to make its accrued PILOT payment by aforementioned deadlines, as set forth in Section 6 of this AGREEMENT, in any given year during the Term of this AGREEMENT or if the COMPANY shall breach any other condition or provision of this AGREEMENT, the exemption shall automatically and immediately cease and the Premises shall be assessed full taxes without any further PILOT exemption, provided that, with respect to such other condition or provision, the COUNTY shall have given notice to the COMPANY in accordance with Section 10 of this AGREEMENT and afforded a reasonable time period of at least 30 days to cure from the COMPANY'S receipt of notice of breach.

8. The obligations of the Company under this AGREEMENT shall be secured by a PILOT mortgage on the PROPERTY to be made by the COMPANY in favor of the COUNTY. The COMPANY acknowledges and agrees that any default under the provisions of this AGREEMENT shall constitute a default under the provisions of the PILOT mortgage secured by the PROPERTY.

9. All PILOT payments made hereunder shall be allocated by the COUNTY among the affected tax jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each tax jurisdiction had the Premises not been exempt. The Nassau COUNTY Department of Assessment shall forward the allocated amounts from each PILOT payment to the COUNTY, affected Town and affected School District(s). The amount forwarded to the School District shall also include the portion allocated to the applicable Library District, which proportional amount is to be forwarded by the School District to the Library District. The amount forwarded to the affected Town shall also include the portions





allocated to the Special Districts in which the PROPERTY is located, which proportional amounts are to be forwarded by the affected Town to the respective Special District.

10. The COMPANY, by signing below, agrees to make the PILOT payments, regardless of whether or not any Tenant fails to pay rent.

11. The COMPANY agrees to abide by the admission and occupancy standards for tenants as delineated in §125(1)(a) of Article V of the Private Housing Finance Law. The failure to abide by such admission and occupancy standards, as evidenced by an uncorrected, final determination by the New York State Division of Housing and Community Renewal, shall result in the complete revocation of this

#### AGREEMENT.

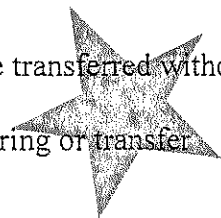
12. The COMPANY is not in arrears to the COUNTY upon any debt or contract and is not in default as surety, contractor, or otherwise upon any obligation to the COUNTY, including any obligation to pay taxes to, or perform services for or on behalf of, the COUNTY.

13. The COMPANY agrees to hold the COUNTY harmless from and against any liability arising from any default by the COMPANY in performing its obligations hereunder or any expenses incurred under this AGREEMENT.

14. This AGREEMENT shall be governed by and construed in accordance with the internal laws of the State of New York.

15. This AGREEMENT may be modified only by written instrument duly executed by the parties hereto.

16. This AGREEMENT shall not be assigned, shared or otherwise transferred without the prior written consent of the COUNTY and any purported assignment, sharing or transfer without such consent shall be void ab initio.



17. If any provision in this AGREEMENT shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged as invalid, illegal, or unenforceable shall be deemed separate, distinct, and independent. The remainder of this AGREEMENT shall be and remain in full force and effect and shall not be otherwise affected by such holding or adjudication.

18. This AGREEMENT (together with the documents hereto attached as "Exhibit A") constitutes the entire AGREEMENT between the parties with respect to its subject matter and constitutes and supersedes all prior AGREEMENT, representations and understandings of the parties, written or oral.

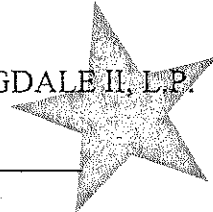
IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of  
, 2018

COUNTY OF NASSAU

By: \_\_\_\_\_  
Helena Williams  
Deputy County Executive

WOODBIDGE AT FARMINGDALE II, L.P.

By: \_\_\_\_\_  
D. Garry Munson  
Manager



ACKNOWLEDGEMENT

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

On the            day of                    2019, before me, the undersigned, a Notary Public in and for said State, personally appeared D. Garry Munson, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

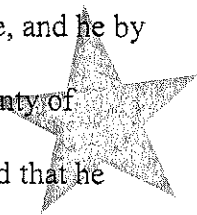
\_\_\_\_\_

Notary Public

ACKNOWLEDGMENT

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

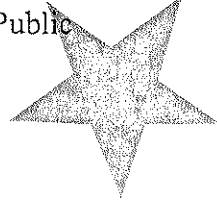
On the            day of                    2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Helena Williams, Deputy County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, personally known to me to be such Deputy County Executive, and he by me duly sworn, did depose and say: that he is Deputy County Executive of the County of Nassau; that he resides at 205 Cottage Boulevard, Hicksville, New York 11801; and that he



executed the same as such Deputy County Executive pursuant to §205 of the County  
Government Law of Nassau County for the purposes therein mentioned

\_\_\_\_\_

Notary Public



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department, pursuant to an Order of the Court dated March 7, 2019, to demolish the house located at 181 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block F01, Lot 298 on the Land and Tax Map of the County of Nassau: and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated July 15, 2019, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of demolishing the aforementioned premises on October 17, 2018 and July 2, 2019, in the total amount of \$85,842.93, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated July 15, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$85,842.93 may be assessed by the Legislature of the County of Nassau against the parcel known as 181 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block F01, Lot 298 on the land and tax map of the County of Nassau, at the same time as other taxes are levied or assessed.

-#-

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

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

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

240

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 15, 2019

SUBJECT: Property Cleanup Assessment  
181 High Farms Road, Glen Head, New York 11545  
Section 22, Block F01, Lot 298

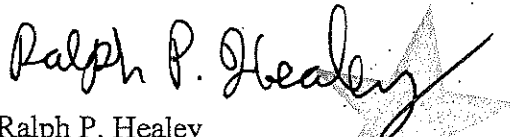
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By the emergency powers granted to the Department of Planning and Development, the Highway Department, under their emergency powers, demolished the premises located at 181 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block F01, Lot 298 on the Land and Tax Map of the County of Nassau. (See attached copy of property record). The Highway Department has, by memoranda dated February 4, 2019 and April 8, 2019, advised that the property was secured by a crew from the Highway Department on October 17, 2018 and July 2, 2019. The total cost incurred by the Town of Oyster Bay for October 17, 2018 was \$14,430.56 and the total cost incurred by the Town of Oyster Bay for July 2, 2019 was \$71,412.37 for a final total cost of \$85,842.93.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments  
Town Attorney (w/9 copies)

Town of Oyster Bay  
Inter-Departmental Memo

TO: RICHARD LENZ, COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

ATTENTION: JOHN BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

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

DATE: AUGUST 23, 2018

SUBJECT: DANGEROUS BUILDING  
TO BE DEMOLISHED LOCATED AT  
181 HIGH FARMS ROAD – GLEN HEAD, NEW YORK

---

Please be advised that a visual inspection of the above referenced property was performed by Building Inspectors of this Department.

As a result of this Department's inspection, in accordance with Chapter 96, Section 20 of the Code of the Town of Oyster Bay, the undersigned has declared that the dilapidated and abandoned dwelling located at the above mentioned address is deemed to be dangerous building because it poses a threat to the general public's safety and welfare.

The undersigned hereby requests that the Town's Highway Department demolish the dilapidated and abandoned structure at the earliest possible date. It is requested that the property be properly secured and that the dwelling is made safe to demolish. All utilities, including electric, gas, water and any oil tanks should be properly drained and disconnected to ensure the safety of the employees demolishing the structures. Additionally, this Department will monitor the property until the Highway Department can demolish the dilapidated and vacant structure.

If you have any questions regarding this matter, kindly contact the undersigned at (516) 624-6294.

Very truly yours,

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:tz

cc: Joseph Nocella, Town Attorney  
Michael Esposito, Code Enforcement Bureau  
Justin McCaffrey, Commissioner, Department of Public Safety  
New York American Water  
PSE&G Long Island  
National Grid

SUPREME COURT - STATE OF NEW YORK

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

TRIAL IAS/ PART 2  
NASSAU COUNTY

JOHN KEMPSKI,  
Plaintiff,

MOTION # 001

INDEX# 001149/18

MOTION DATE:  
November 14, 2018

- against -

TOWN OF OYSTER BAY,  
Defendants.

The following papers have been read on this motion:

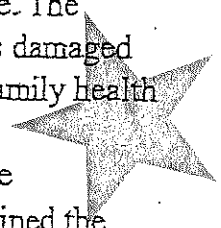
- Order to Show Cause.....1
- Affirmation in Opposition.....1
- Affidavit.....1

Upon the foregoing papers, it is ordered that plaintiff's application for a restraining order is determined as hereinafter set forth.

The plaintiff commenced this action alleging damages due to the defendant's trespassing on the plaintiff's property. It is asserted that the defendants are preparing to demolish the single family home located at 181 High Farms Road, Glen Head, New York, (Section 22, Block F01, Lot 298).

In support of the application, it is asserted that the instant state of the property is not an emergency and that the defendant must proceed pursuant to Oyster Bay Town Code. The affidavit of the plaintiff has been submitted wherein he states that the dwelling was damaged by Sandy in 2012 and has been vacant since then. Additionally, it is asserted that family health issues have hindered hiring a contractor to remedy the situation.

In opposition to the application, it is maintained that the Commissioner of the Department of Planning and Development, after inspection of the premises, determined the dwelling to be dangerous because it poses a threat to the general public's safety and welfare.





The Affidavit of Timothy R. Zike, Deputy Commissioner of the Department of Planning and Development has been submitted. Mr. Zike documents a history of inspections and code violations dating from 2008 up to the determination to demolish the dwelling on August 23, 2018.

"To establish entitlement to a preliminary injunction, a movant must establish (1) a likelihood or probability of success on the merits; (2) irreparable harm in the absence of an injunction, and (3) a balance of the equities in favor of granting the injunction (see CPLR 6301; *Doe v Axelrod*, 73 NY2d 748, 750, 532 NE2d 1272, 536 NYS2d 44; *WT Grant Co. v Srogi*, 52 NY2d 496, 517, 420 NE2d 953, 438 NYS2d 761). Irreparable injury, for the purposes of equity, has been held to mean any injury for which money damages are insufficient' (*Matter of Walsh v Design Concepts*, 221 AD2d 454, 455, 633 NYS2d 579; see *McLaughlin, Piven, Vogel v Nolan & Co.*, 114 AD2d 165, 174, 498 NYS2d 146). Conversely, '[e]conomic loss, which is compensable by money damages, does not constitute irreparable harm' (*EdCia Corp. v McCormack*, 44 AD3d 991, 994, 845 NYS2d 104; see *Neos v Lacy*, 291 AD2d 434, 435, 737 NYS2d 394)." *DiFabio v Omnipoint Communications Inc.* 66 AD3d 635, 887 NYS2d 168 [2nd Dept., 2009].

In the instant matter, the Court finds that the plaintiff has failed to establish a likelihood or probability of success on the merits, nor a balance of the equities in favor of granting the injunction. The plaintiff has failed to demonstrate that the dwelling is not dangerous and does not pose a threat to the general public's safety and welfare. Further, the Court finds that plaintiff's assertion that the balancing of the equities in favor of granting the injunction is belied by the history of inspections and violations dating back to 2008.


As such, the plaintiff's application for an order restraining and staying the defendants from the demolition of the dwelling located at 181 High Farms Road, Glen Head New York, (Section 22, Block F01 Lot 298) is denied.

However, the Court will allow plaintiff to remove the two motor vehicles on the property (1982 Maserati and 1962 Ford Thunderbird) as well as personal property from the premises. As a result, the temporary stay shall remain in place until March 29, 2019.

The stay shall be vacated as of March 30, 2019.

There shall be a conference held on April 16, 2019.

Dated: **MAR 07 2019**

  
J.S.C.  
**ENTERED**

**MAR 08 2019**  
**NASSAU COUNTY**  
**COUNTY CLERK'S OFFICE**

ASSESSMENT RECORD NASSAU COUNTY, NEW YORK.

CEB.  
2019-7132

Town of Oyster Bay  
Inter- Departmental Memo

February 4, 2019

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

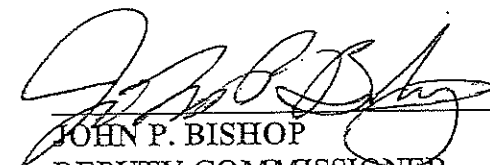
SUBJECT: 181 HIGH FARMS ROAD, GLEN HEAD  
HOUSE DEMO

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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 for Town labor, material and equipment \$9,785.76 as well as \$3,948.80 for tank abandonment see attached bill and pest control in the amount of \$696.00 see attached bill for a total amount of \$ 14,430.56.

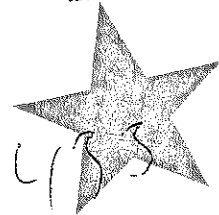
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY  
13 APR 11 AM '19



54 2008/4/13

HOUSE DEMO 181 HIGH FARMS ROAD, GLEN HEAD TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (22-F01-298) 181 HIGH FARMS RD GLEN HEAD 11545

Date Oct 17, 2018

Work Order # 51661

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PETER BROWN	General Maintenance	08:00	\$41.77	00:00	0	\$334.16
RUBEN FOURNIER	General Maintenance	03:00	\$35.84	00:00	0	\$107.52
ERICK HARTNETT	General Maintenance	03:00	\$34.81	00:00	0	\$104.43
MICHAEL RICCARDO	General Maintenance	03:00	\$47.21	00:00	0	\$141.63
JAMES ROMANO	General Maintenance	08:00	\$28.31	00:00	0	\$226.48
VINCENT PADAVANO	General Maintenance	08:00	\$48.31	00:00	0	\$386.48
JOHN KOZIKOWSKI	General Maintenance	03:00	\$34.02	00:00	0	\$102.06
Total Labor						\$1402.76

Tools/Vehicle

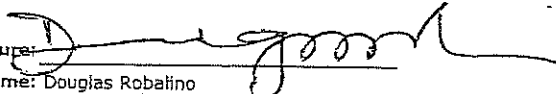
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
BH014	COMPACT EXCAVATOR 2011 DERE 50D BL	\$168.00	08:00	\$1344.00
PU437	PICK UP 2012 FORD F250 TAN (8 / 008)	\$79.00	03:00	\$237.00
PU438	PICK UP 2012 FORD F250 TAN (90)	\$79.00	08:00	\$632.00
TD709	TRUCK DUMP 2012 INTER 7400 YW (T-109) -10 Wheeler	\$93.00	08:00	\$744.00
TD727	TRUCK DUMP 2015 FORD F350 YW (T-185) - POWER WAGON	\$105.00	03:00	\$315.00
TD733	TRUCK DUMP 2016 INTL 7300 YW (T181) 6 WHEELER	\$131.00	03:00	\$393.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	08:00	\$840.00
TR115	TRAILER 1999 EAGER 15HDB YW (M-13 / M13*)	\$105.00	08:00	\$840.00
Total Equipment				\$5345.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Temporary Fence	\$114.40	20	\$2288.00
Total Materials			\$3038.00

Grand Total \$9785.76

Description of Work:  
DEMO BUILDING AT 181 HIGH FARMS ROAD GH.

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: Feb 4, 2019



Phoenix Environmental

65 Austin Blvd  
Commack, NY 11725

Invoice

DATE	INVOICE #
10/2/2018	112038

BILL TO
TOWN OF OYSTER BAY DPW/CVM 150 MILLER PLACE SYOSSET, NY 11791

JOB SITE
181 HIGH FARMS RD GLEN HEAD, NY ATT: DON PASCUCCI

P.O. NO.	TERMS	PROJECT #
	NET 30	12393

QTY	UNIT	DESCRIPTION	RATE	AMOUNT
1	EACH	09/20/2018 VAC TRUCK & OPERATOR	300.00	300.00
250	GALLON	DISPOSAL OF LIQUIDS - PER GALLON	1.00	250.00
8	hour	09/27/2018 CUT, CLEANED AND ABANDONED WITH SAND - 1 - 1,000 GALLON FUEL OIL TANK EXCAVATOR AND OPERATOR	250.00	2,000.00
8	hour	TECHNICIAN	105.00	840.00
8	TON	SAND	21.60	172.80
1	EACH	DISPOSAL OF ON DOT DRUM FUEL OIL TANK BOTTOMS	316.00	316.00
1	EACH	NASSAU COUNTY FEE	70.00	70.00
			Subtotal	\$3,948.80
			Sales Tax (8.625%)	\$0.00
			Total	\$3,948.80

DEPT. OF COMM/HIGHWAY

# INVOICE

PREDATOR PEST CONTROL  
P.O. BOX 140325  
HOWARD BEACH  
NEW YORK, 11414  
(516) 319-7401 fax (718) 848 2440

DATE	INVOICE #
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09/21/18

45847

BILL TO

SERVICE TO

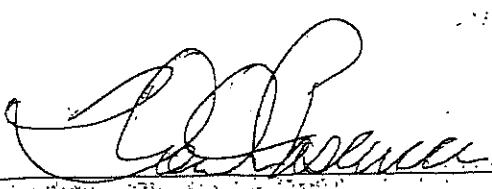
Department of General Services/TOB  
SO0-5127-2  
Town Hall West 74 Audrey Avenue  
Oyster bay, NY 11771

Town Of Oyster Bay-SO#6163  
181 High Farm Road  
Glen Head, NY 11545

PETER BROWN  
DPW / Hwy

DON PASCUCCI  
516-677-5769  
ACCT'S PAYABLE

P.O. NUMBER	TERMS
6163	

Description	Qty	Price	Amount
Services include, all parts, materials & labor Please place Tamper Proof Rodent Bait Stations at the above mentioned address around the exterior of the location. Pricing as per contract: Service Call for Rodents Bait Stations Bait for bait stations. Contact Person is Peter Brown 516 272-6966 Cross Streets: Right off Frost Pond and Cross Ways. Once you drive a 1/4 of a mile down this Rd you will reach the location. SO#6163			
	12	50.00	50.00
	38	38.00	456.00
		5.00	190.00
		Total	696.00

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

April 8, 2019

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

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

**SUBJECT:** 181 HIGH FARMS ROAD, GLEN HEAD  
HOUSE TAKE DOWN

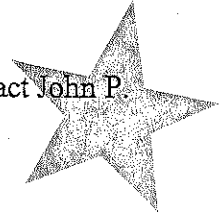
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Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$71,412.68.

Please be advised that this Amount reflects the total amount billed for Joseph Kozikowski in the amount of \$1,361.52 which has been deducted due to a data entry error. The proper employee is John Kozikowski in the amount of \$1,054.62 which is properly reflected in the final total amount of \$71,412.68.

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



  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

HOUSE TAKE DOWN 181 HIGH FARMS ROAD, GLEN HEAD TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (22-F01-298) 181 HIGH FARMS RD GLEN HEAD 11545

Date Jul 2, 2019

Work Order # 58637

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PETER BROWN	General Maintenance	24:00	\$41.77	00:00	0	\$1002.48
PETER BROWN	General Maintenance	00:00	\$41.77	09:00	1.5	\$563.90
MICHAEL R. GIORDANO	General Maintenance	16:00	\$29.95	00:00	0	\$479.20
MICHAEL R. GIORDANO	General Maintenance	00:00	\$29.95	09:00	1.5	\$404.33
NICHOLAS BENETOS	General Maintenance	16:00	\$42.37	00:00	0	\$677.92
JAMES CHADWICK, II	General Maintenance	24:00	\$44.80	00:00	0	\$1075.20
JAMES CHADWICK, II	General Maintenance	00:00	\$44.80	09:00	1.5	\$604.80
RUBEN FOURNIER	General Maintenance	16:00	\$35.84	00:00	0	\$573.44
RUBEN FOURNIER	General Maintenance	00:00	\$35.84	14:00	1.5	\$752.64
ERICK HARTNETT	General Maintenance	08:00	\$34.81	00:00	0	\$278.48
ERICK HARTNETT	General Maintenance	00:00	\$34.81	04:00	1.5	\$208.86
ANDREW HOUGHTON	General Maintenance	16:00	\$28.31	00:00	0	\$452.96
JOSEPH KOZIKOWSKI, I	General Maintenance	16:00	\$43.92	00:00	0	\$702.72
JOSEPH KOZIKOWSKI, I	General Maintenance	-16:00	\$43.92	00:00	1.5	<del>-\$702.72</del>
GARY LEWIS, II	General Maintenance	08:00	\$34.02	00:00	0	\$272.16
GARY LEWIS, II	General Maintenance	00:00	\$34.02	04:00	1.5	\$204.12
CHRISTOPHER MADDEN	General Maintenance	08:00	\$24.86	00:00	0	\$198.88
CHRISTOPHER MADDEN	General Maintenance	00:00	\$24.86	04:00	1.5	\$149.16
ROBERT PALACIOS	General Maintenance	01:00	\$25.56	00:00	0	\$25.56
ROBERT PALACIOS	General Maintenance	00:00	\$25.56	03:00	1.5	\$115.02
MICHAEL RICCARDO	General Maintenance	24:00	\$47.21	00:00	0	\$1133.04
MICHAEL RICCARDO	General Maintenance	00:00	\$47.21	09:00	1.5	\$637.34
JOSEPH SANTANGELO	General Maintenance	08:00	\$42.58	00:00	0	\$340.64
JOSEPH SANTANGELO	General Maintenance	00:00	\$42.58	03:00	1.5	\$191.61
JASON WAHL	General Maintenance	24:00	\$31.60	00:00	0	\$758.40
JASON WAHL	General	00:00	\$31.60	09:00	1.5	\$426.60



	Maintenance					
MICHAEL CALAMIA	General Maintenance	10:00	\$25.56	00:00	0	\$255.60
MICHAEL CALAMIA	General Maintenance	00:00	\$25.56	07:00	1.5	\$268.38
JEFFREY VAN NOSTRAND	General Maintenance	16:00	\$44.64	00:00	0	\$714.24
JEFFREY VAN NOSTRAND	General Maintenance	00:00	\$44.64	09:00	1.5	\$602.64
JOHN KOZIKOWSKI	General Maintenance	16:00	\$34.02	10:00	1.5	\$1054.62
SEAN MCLAUGHLIN	General Maintenance	16:00	\$24.27	00:00	0	\$388.32
SEAN MCLAUGHLIN	General Maintenance	00:00	\$24.27	07:00	1.5	\$254.84
PAT DAVINO	General Maintenance	08:00	\$23.10	00:00	0	\$184.80
PAT DAVINO	General Maintenance	00:00	\$23.10	03:00	1.5	\$103.95
TRAVIS DEACON	General Maintenance	01:00	\$23.10	00:00	0	\$23.10
TRAVIS DEACON	General Maintenance	00:00	\$23.10	03:00	1.5	\$103.95
Total Labor						\$15481.18

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU437	PICK UP 2012 FORD F250 TAN (8 / 008)	\$79.00	33:00	\$2607.00
PU438	PICK UP 2012 FORD F250 TAN (90)	\$79.00	33:00	\$2607.00
SK010	SKID LOADER 2012 TAKEU TL240 GR/WH	\$26.00	33:00	\$858.00
TD544	TRUCK DUMP 2004 INTL 7400 YW (T-188) -10 Wheeler	\$93.00	04:00	\$372.00
TD550	TRUCK DUMP 2004 INTL 7400 YW (PT979) -10 Wheeler	\$93.00	12:00	\$1116.00
TD598	TRUCK DUMP 2006 INTL 7400 YW (PT-999 / PT999) -10 Wheeler	\$93.00	12:00	\$1116.00
TD600	TRUCK DUMP 2006 INTL 7400 YW (PT919) -10 Wheeler	\$93.00	20:00	\$1860.00
TD653	PICK-UP TRUCK 2009 FORD F-250 YW (61 / 061)	\$79.00	12:00	\$948.00
TD674	DUMP TRUCK 2009 INT 7400 YW 10 WHEELER	\$93.00	20:00	\$1860.00
TD687	TRUCK DUMP 2010 INTER 7400 YW (T-189) -10 Wheeler	\$93.00	12:00	\$1116.00
TD691	TRUCK DUMP 2010 INTER 7300 YW (T-162)- 6 Wheeler	\$131.00	04:00	\$524.00
TD697	TRUCK DUMP 2011 INTER 7400 YW (T-239) -10 Wheeler	\$93.00	33:00	\$3069.00
TD708	TRUCK DUMP 2012 INTER 7400 YW (T-259) -10 Wheeler	\$93.00	33:00	\$3069.00
TD709	TRUCK DUMP 2012 INTER 7400 YW (T-109) -10 Wheeler	\$93.00	08:00	\$744.00
TD716	TRUCK DUMP 2013 INTER 7300 YELLO (T-121)- 6 Wheeler	\$131.00	04:00	\$524.00
TD732	TRUCK DUMP 2016 INTL 7300 YW (T141) 6 WHEELER	\$131.00	04:00	\$524.00
TD734	TRUCK DUMP 2016 INTL - 10 WHEELER (T-129)	\$93.00	12:00	\$1116.00
TD735	TRUCK DUMP 2016 INTL - 10 WHEELER (T179)	\$93.00	24:00	\$2232.00
TR205	TRAILER 2017 FELLI FT3 BL	\$105.00	33:00	\$3465.00
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	25:00	\$1975.00
Total Equipment				\$31702.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Clean Fill (per yd )	\$15.00	850	\$12750.00
Tipping Fee (per ton)	\$85.74	125.14	\$10729.50
Total Materials			\$24229.50

Description of Work:  
HOUSE DEMO 181 HIGHFARMS ROAD GH

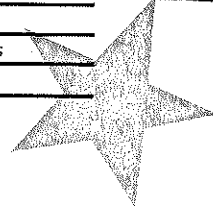
Grand Total \$71412.68

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

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jul 15, 2019



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 20, 2019, authorized the Highway Department to clean up the premises located at 961 North Broadway, Massapequa, New York 11758, also known as Section 52, Block 91, Lots 85 and 86 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated July 15, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 30, 2019, in the total amount of \$1,562.79, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated July 15, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,562.79 may be assessed by the Legislature of the County of Nassau against the parcel known as 961 North Broadway, Massapequa, New York 11758, also known as Section 52, Block 91, Lots 85 and 86 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

21

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 15, 2019

SUBJECT: Property Cleanup Assessment  
961 North Broadway, Massapequa, New York 11758  
Section 52, Block 91, Lots 85 and 86

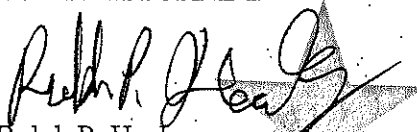
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The Department of Planning and Development, by memorandum dated May 20, 2019, directed the Highway Department to clean the premises located at 961 North Broadway, Massapequa, New York 11758, also known as Section 52, Block 91, Lots 85 and 86 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated May 31, 2019, advised that the property was cleaned by a crew from the Highway Department on May 30, 2019. The cost incurred by the Town of Oyster Bay was \$1,562.79.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments  
cc: Town Attorney (w/9 copies)

S:\AML\CleanupMD&Reso\MD&Reso\MD 961 N Broadway 7.15.19.doc

2019-7150

DEPUTY COMMISSIONER/HIGHWAY

TOWN OF OYSTER BAY

Inter-Departmental Memo  
May 20, 2019

Kemp

REC'D BY HIGHWAY DEPT  
MAY 28 10 PM 4:41

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 961 N. Broadway Massapequa, NY 11758  
SBL: 52-91-85

Nov. (No.19690 was issued to the owner of the above-referenced premises 5/08/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

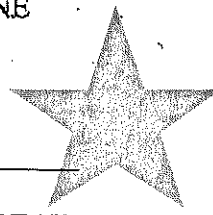
I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE  
COMMISSIONER  
BY:

MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU



ME/js

cc: Joseph Nocella, Town Attorney

Pier Michael Esposito

This property is owned  
by Salvatore Trazzera

4  
AC 11

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

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

THIS INDENTURE, made the 12/14/2006,

between

FRANK AUDIA, of 997 N. SUMMIT DR., N. MASSAPEQUA, New York 11758

party of the first part, and

961 BROADWAY LLC of 997 N. SUMMIT DR., N. MASSAPEQUA, New York 11758

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 in the

Section 52  
Book 41  
Lot 85-86

STATE OF NEW YORK, COUNTY OF NASSAU, BEING AND INTENDED TO BE SAME.  
PREMISES CONVEYED TO GRANTORS HEREIN BY DEED DATED 5/7/1992,  
RECORDED 10/21/92, IN LIBER 10214, PAGE 715, MORE COMMONLY KNOWN AS "961  
N. BROADWAY, MASSAPEQUA, NY" AND MORE PARTICULARLY DESCRIBED IN  
"SCHEDULE A" ATTACHED HERETO.

**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.

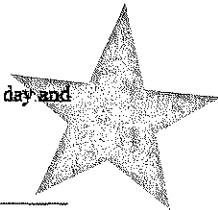
**AND** the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

**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.

Frank Audia  
FRANK AUDIA



**IN PRESENCE OF:**

\_\_\_\_\_

17000410

42

Town of Oyster Bay  
Inter- Departmental Memo

May 31, 2019

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

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

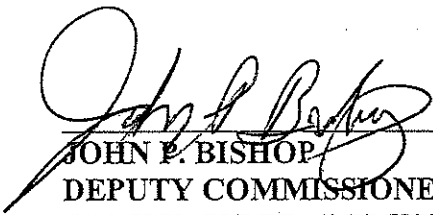
**SUBJECT:** 961 N. BROADWAY, MASSAPEQUA  
CLEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,562.79.

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

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

  
READ TOWN ATTORNEY  
19 JUN 20 AM 10:43

CLEAN-UP 961 N. BROADWAY, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (52-91-85) 961 BROADWAY MASSAPEQUA 11758

Date May 30, 2019

Work Order # 60123

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JAMES CHADWICK, II	General Maintenance	00:00	\$44.80	01:00	1.5	\$67.20
DONALD CHANDLER	General Maintenance	00:00	\$45.50	01:00	1.5	\$68.25
CHRISTOPHER MOORE	General Maintenance	00:00	\$26.03	01:00	1.5	\$39.05
DERRICK SCOTT	General Maintenance	00:00	\$41.25	01:00	1.5	\$61.88
ANTHONY VOLLONO	General Maintenance	00:00	\$51.61	01:00	1.5	\$77.41

Total Labor \$313.79

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	01:00	\$79.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:00	\$105.00
TD728	POWER WAGON 2015 T-245	\$105.00	01:00	\$105.00
TR141	2003 CARMATE TRAILER 814CC YW	\$105.00	01:00	\$105.00
TR160	TRAILER 2009 HHAUL 5200 BLACK	\$105.00	01:00	\$105.00

Total Equipment \$499.00

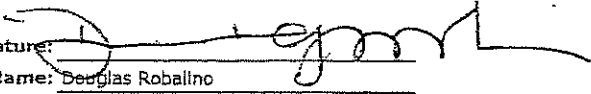
Materials

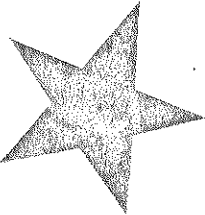
Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00

Total Materials \$750.00

Grand Total \$1562.79

Description of Work:  
CLEAN UP 961 N. BROADWAY MS

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: May 31, 2019





WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 17, 2019, authorized the Highway Department to clean up the premises located at 6 Primrose Avenue, Hicksville, New York 11801, also known as Section 12, Block 361, Lot 23 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated July 15, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 22, 2019, in the total amount of \$4,341.01, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated July 15, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$4,341.01 may be assessed by the Legislature of the County of Nassau against the parcel known as 6 Primrose Avenue, Hicksville, New York 11801, also known as Section 12, Block 361, Lot 23 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

28

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 15, 2019

SUBJECT: Property Cleanup Assessment  
6 Primrose Avenue, Hicksville, New York 11801  
Section 12, Block 361, Lot 23

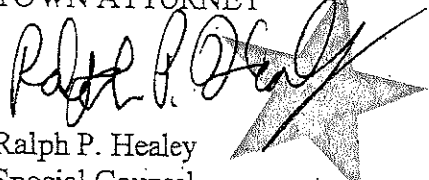
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The Department of Planning and Development, by memorandum dated May 17, 2019, directed the Highway Department to clean the premises located at 6 Primrose Avenue, Hicksville, New York 11801, also known as Section 12, Block 361, Lot 23 on the Land and Tax Map of the County of Nassau. (See attached copy of property card). The Highway Department has, by memorandum dated May 28, 2019, advised that the property was cleaned by a crew from the Highway Department on May 22, 2019. The cost incurred by the Town of Oyster Bay was \$4,341.01.

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

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments  
cc: Town Attorney (w/9 copies)

S:\AML\CleanupMD&Reso\CleanupMD&Reso\MD 6 Primrose Ave 7.15.19.doc

2019-7149

lta

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**May 17, 2019**

**To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER OF**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 6 Primrose Avenue Hicksville, NY 11801**  
**SBL: 12-361-23**

Nov. (No.19705 was issued to the owner of the above-referenced premises 5/06/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

**I am directing that:**

- The litter and debris be removed from entire property.

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

ELIZABETH L. MACCARONE  
COMMISSIONER  
BY:

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

14  
ME/js

cc: Joseph Nocella, Town Attorney



17000488

RPH

Town of Oyster Bay  
Inter- Departmental Memo

May 28, 2019

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

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

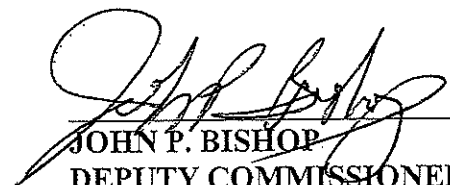
**SUBJECT:** 6 PRIMROSE AVENUE, HICKSVILLE  
CLEAN-UP

---

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 \$4,341.01.

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

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



CLEAN-UP 6 PRIMROSE AVENUE, HICKSVILLE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (12-361-23) 6 PRIMROSE AVE HICKSVILLE 11801

Date May 22, 2019

Work Order # 59692

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	06:00	\$34.02	00:00	0	\$204.12
JAMES ROMANO	General Maintenance	06:00	\$28.31	00:00	0	\$169.86
VINCENT PADAVANO	General Maintenance	06:00	\$48.31	00:00	0	\$289.86
SEAN MCLAUGHLIN	General Maintenance	06:00	\$24.27	00:00	0	\$145.62
Total Labor						\$809.46

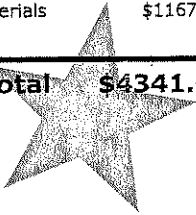
Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK458	SANI PACKER 2018 INTL 7400 TW	\$105.00	06:00	\$630.00
PU443	PICK UP 2012 FORD F-250 YW (25 / 025)	\$79.00	06:00	\$474.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	06:00	\$630.00
TR203	TRAILER 2015 FELLINGS BL	\$105.00	06:00	\$630.00
Total Equipment				\$2364.00

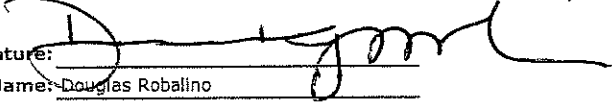
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$85.74	4.87	\$417.55
Total Materials			\$1167.55

Grand Total \$4341.01



Description of Work:  
CLEAN UP 6 PRIMROSE AVENUE HICKSVILLE

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: May 28, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 20, 2019, authorized the Highway Department to clean up the premises located at 581 Hicksville Road, Massapequa, New York 11758, also known as Section 52, Block 257, Lots 1948 to 1952 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated July 15, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 24, 2019, in the total amount of \$2,160.90, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated July 15, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,160.90 may be assessed by the Legislature of the County of Nassau against the parcel known as 581 Hicksville Road, Massapequa, New York 11758, also known as Section 52, Block 257, Lots 1948 to 1952 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

29

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 15, 2019

SUBJECT: Property Cleanup Assessment  
581 Hicksville Road, Massapequa, New York 11758  
Section 52, Block 257, Lots 1948 to 1952

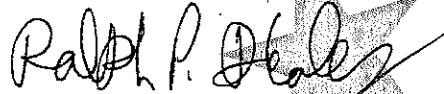
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The Department of Planning and Development, by memorandum dated May 20, 2019, directed the Highway Department to clean the premises located at 581 Hicksville Road, Massapequa, New York 11758, also known as Section 52, Block 257, Lots 1948 to 1952 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated May 31, 2019, advised that the property was cleaned by a crew from the Highway Department on May 24, 2019. The cost incurred by the Town of Oyster Bay was \$2,160.90.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments  
cc: Town Attorney (w/9 copies)



REC'D BY HIGHWAY DEPT  
MAY 22 10 40:26

TOWN OF OYSTER BAY

Inter-Departmental Memo  
May 20, 2019

DEPUTY COMM/HIGHWAY

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 581 Hicksville Road Massapequa, NY ~~11758~~ 11758  
SBL: 52-257-1948

Nov. (No.19682 was issued to the owner of the above-referenced premises 5/03/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.
- The leaves and tree limbs be removed.

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

ELIZABETH L. MACCARONE  
COMMISSIONER  
BY:

MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

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

THIS INDENTURE, made the 14 day of December 2011

BETWEEN

LOUISE WHITE, residing at 581 Hicksville Road, Massapequa, New York 11758, as Surviving Tenant by entirety of Augustus J. White, who died November 3, 2009,

party of the first part, and

RAYMOND ANTHONY WHITE, residing at 581 Hicksville Road, Massapequa, New York 11758,

party of the second part,

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

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

See Schedule "A" attached.

Reserving a Life Estate to Louise White to live in and to use and enjoy the premises on a non exclusive basis without cost, expense or interference.

Said premises known as 581 Hicksville Road, Massapequa, New York 11758

Being and intended to be the same premises conveyed to the party of the first part herein by Deed dated September 5, 1979, and recorded on September 13, 1979 in Liber 9216, Page 808, 809.

*The original deed is dated 9/14/11*  
 This is a correction deed of a deed recorded 10/14/11 in Nassau County Clerk's Office Book of Deeds 12767, Page 310. Lots were omitted in that deed. The correct section block & lots are block 257 Lots 1948-1952, 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.

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:

*[Signature]*

*Louise White*

N.Y.R.P.T.

S.O.

NO

CONSIDERATION

Correction  
DeedTax Map  
Designation

Dist.

Sec. 52  
Blk. 257Lot(s) 1948-  
1952

RPH

Town of Oyster Bay  
Inter- Departmental Memo

54200 61589

May 31, 2019

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

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

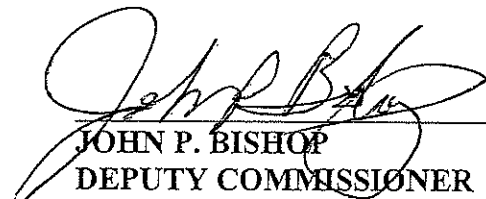
**SUBJECT:** 581 HICKSVILLE ROAD, MASSAPEQUA  
CLEAN-UP

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

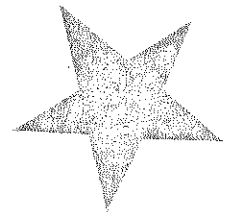
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,160.90.

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

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



REC'D TOWN ATTORNEY  
18 JUNE 2019 11:30

CLEAN-UP 581 HICKSVILLE ROAD, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (52-257-1948) 581 HICKSVILLE RD MASSAPEQUA 11758

Date May 24, 2019

Work Order # 60071

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	02:00	\$29.53	00:00	0	\$59.06
RICHARD JULIANO	General Maintenance	02:00	\$43.19	00:00	0	\$86.38
MARTIN LANG	General Maintenance	02:00	\$49.57	00:00	0	\$99.14
DERRICK SCOTT	General Maintenance	02:00	\$41.25	00:00	0	\$82.50
NICOLAS CAMMARANO	General Maintenance	02:00	\$24.96	00:00	0	\$49.92
MICHAEL F FITZPATRICK	General Maintenance	02:00	\$19.23	00:00	0	\$38.46
Total Labor						\$415.46

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
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	02:00	\$210.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	02:00	\$210.00
TD696	TRUCK DUMP 2011 INTER 7400 YW (T-249) -10 Wheeler	\$93.00	02:00	\$186.00
TR152	TRAILER 2007 CCOUN 510TS BLACK	\$105.00	02:00	\$210.00
Total Equipment				\$974.00

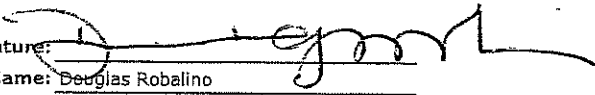
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$85.74	0.25	\$21.44
Total Materials			\$771.44

Grand Total \$2160.90

Description of Work:

CLEAN UP 581 HICKSVILLE ROAD MASSAPEQUA

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: May 31, 2019

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 20<sup>th</sup> day of August, 2019, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW AMENDING CHAPTER 103 – DOGS AND OTHER ANIMALS, OF THE TOWN CODE OF THE TOWN OF OYSTER BAY"; and be it further

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

Newsday

a newspaper of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

#

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

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

Reviewed By  
Office of Town Attorney

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 20<sup>th</sup> day of August, 2019, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the manner set forth hereinafter: "A LOCAL LAW AMENDING CHAPTER 103 - DOGS AND OTHER ANIMALS, OF THE TOWN CODE OF THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk. Dated: July 30, 2019, Oyster Bay, New York.

Reviewed By  
Office of Town Attorney

30

# Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : July 18, 2019

SUBJECT: Proposed Local law entitled:  
"A LOCAL LAW AMENDING CHAPTER 103 -- DOGS AND OTHER  
ANIMALS, OF THE TOWN CODE OF THE TOWN OF OYSTER BAY"

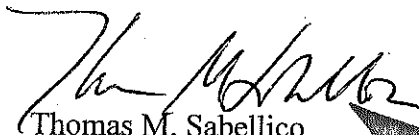
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This office has prepared the following items necessary to establish a new local law referenced above:

1. Public Notice;
2. Resolution calling for a Public Hearing; and
3. Proposed legislation.

Kindly place this matter on the Town Board Action calendar for July 30, 2019.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Thomas M. Sabellico  
Special Counsel



TMS:nb  
Enclosure  
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\MD Amendedch103Dogs TMS.doc

## *Local Law Filing*

### TOWN OF OYSTER BAY

Local Law No. \_\_\_\_\_ of the year 2019

A local law entitled "A LOCAL LAW AMENDING CHAPTER 103 – DOGS AND OTHER ANIMALS, OF THE TOWN CODE OF THE TOWN OF OYSTER BAY."

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

Town of Oyster Bay as follows:

**Section 1. Legislative Findings.** The Town Board of the Town of Oyster Bay finds and declares it necessary to amend Chapter 103 – Dogs and Other Animals, to further protect dogs and other animals from cruel and/or dangerous treatment in the Town of Oyster Bay.

**Section 2.** Amend Chapter 103, - Dogs and Other Animals, Article I, Animal Protection and Control, Section 103-2 to be titled and to read as follows:

**§ 103-2 Restraining dogs outdoors.**

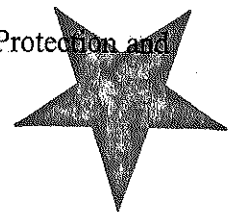
- A. No person, who owning or otherwise having possession, custody, dominion or control of any dog, shall allow such dog, whether licensed or not, off the premises of such person without being restrained by an adequate leash, being defined herein as six feet in length or less, and under the immediate and full control of the owner or person in charge thereof. Notwithstanding the foregoing, it shall not be a violation of this section, if a dog is not restrained on the property of someone other than the dog's owner, if the owner of the property is aware of and consents to such action.
- B. No person shall tether, leash, fasten, secure, restrain, chain or tie a dog to a stationary object outdoors, or cause such animal to be so restrained, for longer than two hours in any continuous 12 hour period.
- C. Any person who tethers, leashes, fastens, secures, restrains, chains or ties a dog to a stationary object outdoors shall provide such animal with adequate food, water and shelter, and shall restrain the dog with a device having swivels at both ends that is of an adequate length for the type, age and size of the dog being restrained; provided, however, that the requirement to provide adequate food, water and shelter shall not apply to a person who restrains a dog for a period of time that is 15 minutes or less in duration.
- D. Notwithstanding the provisions of this section, no person shall tether, leash, fasten, chain, tie secure or restrain any dog for any amount of time with a device that:
  1. Is a choke or pinch collar, or similar collar, that restrains the dog in such a manner that it impairs the flow of oxygen or blood to the dog, which may cause choking or substantial discomfort to the dog;



2. Is embedded, partially embedded, or may become embedded in the dog's skin;
  3. Weighs more than 1/8 of the dog's total body weight, but in no event shall such weight exceed 10 pounds;
  4. Is less than 10 feet in length for a running cable trolley and 15 feet in length for a tether to a stationary object;
  5. Is too short to allow the dog continuous access to adequate food, water, and shelter or to urinate or defecate in an area separate from where it must eat, drink, or lie down
  6. Is not designed for dogs;
  7. Has weights attached or contains links that are more than one-quarter-inch thick;
  8. Because of its design or placement is likely to become entangled around itself, the dog, objects or other animals;
  9. Is long enough to allow the animal to move outside of its owner's property; and
  10. Would allow the restrained animal to move over an object, including but not limited to any type of fencing or barrier or edge that could result in the strangulation of or injury to such animal.
- E. Notwithstanding the provisions of this section, any tether, leash, fastener, chain, tie or restraint shall be attached to a properly fitting collar or harness designed for this purpose, worn by the dog, with enough room between the collar and the dog's throat through which two adult fingers may fit; provided, however, that such collar or harness is in compliance with subdivision D(1) above.
- F. Notwithstanding the provisions of this section, no person shall tether, leash, fasten, chain, tie, secure or restrain any dog for any amount of time if such dog is under six months of age.
- G. Notwithstanding the provisions of this section, no person shall tether, leash, fasten, chain, tie, secure or restrain more than one dog at a time on a permissible device.
- H. Notwithstanding the provisions of this section, no person shall allow a tethered, leashed, fastened, chained, tied, secured or restrained dog to be taunted, prod, hit, harassed, threatened, attacked or otherwise harmed by humans or other animals.
- I. Violations of this section may be supported by evidence including, but not limited to, time-stamped photographs and video, records of complaints, and sworn witness statements.
- J. The provisions of this section shall not be construed to prohibit the Department of Environmental Resources, the American Society for the Prevention of Cruelty to Animals, the Nassau County Society for the Prevention of Cruelty to Animals or any law enforcement officer or peace officer from enforcing any other law, rule or regulation regarding the humane treatment of animals.
- K. The provisions of subsections A, B and C of this section shall not apply to the officers or employees of any federal, state, county or local law enforcement agency acting within the course of their employment.

**Section 3.** Amend Chapter 103, - Dogs and Other Animals, Article I, Animal Protection and Control, Section 103-23 to read as follows:

**§ 103-3 Seizure of unleashed dogs.**



The Animal Control Officer, any Assistant Animal Control Officer or any peace officer shall seize any dog found off the owner's premises that is not restrained by a leash and under the immediate and full control of the owner or person in charge thereof.

**Section 4.** Amend Chapter 103, - Dogs and Other Animals, Article I, Animal Protection and Control, Section 103-5 to read as follows:

**§ 103-5 Nuisances by dogs.**

A. It shall be unlawful for a dog to defecate, urinate, defile and/or commit any nuisance on public property, except that the portion of a public street lying between the curb lines may be used to curb a dog, or on private property without the consent of the owner or person in possession of such private property. It shall be presumed that the presence of a dog on private property of a person other than the dog's owner or possessor is without the consent of the owner or person in possession of such private property.

B. The restriction in this section shall not apply to that portion of a public street lying between the curb lines which may be used to curb such dog only under the following condition: the person in possession or control of the dog shall immediately remove all feces in a plastic bag, then sealed and deposited in a covered garbage receptacle.

C. The provisions of this section shall not apply to any blind person accompanied by a guide dog.

**Section 5.** Amend Chapter 103, - Dogs and Other Animals, Article I, Animal Protection and Control, Section 103-6 to be titled and to read as follows:

**§ 103-6 Unattended animals.**

A. No person owning or otherwise having possession, charge, custody, dominion or control of an animal shall place or confine such animal or allow it to be placed or confined or to remain in an unattended motor vehicle without sufficient ventilation or under other conditions or for such a period of time as may endanger the health or well-being of such animal due to heat, lack of water or such other circumstances as may reasonably be expected to cause suffering, disability or death.

B. No person owning or otherwise having possession, dominion or control over a motor vehicle shall place or confine an animal or permit an animal to be placed or confined or to remain in an unattended motor vehicle without sufficient ventilation or under other conditions or for such a period of time as may endanger the health or well-being of such animal due to heat, lack of water or other circumstances as may reasonably be expected to cause suffering, disability or death.

C. Nothing in this article shall be construed so as to prohibit the transportation of horses, cattle, sheep, poultry or other agricultural livestock in trailers or other vehicles designed and constructed for such purpose.

D. Any police officer, peace officer, public safety officer of the Department of Public Safety of the Town of Oyster Bay or animal control officer of the Town of Oyster Bay who finds an animal in a motor vehicle in violation of Subsection A hereof may enter a motor vehicle, without civil or criminal liability, to remove the animal. The person removing the animal shall take said animal or cause said animal to be delivered to an animal shelter or other place of safekeeping in

the Town of Oyster Bay. This section can be enforced by the American Society for the Prevention of Cruelty to Animals, the Nassau County Society for the Prevention of Cruelty to Animals or any law enforcement officer or peace officer.

E. In the event that the owner or custodian of said animal cannot otherwise be located, the person shall leave in a prominent place on or in the vehicle a written notice bearing his/her name and department and the address where the animal may be claimed by the owner thereof. The animal shelter having custody of the animal shall make reasonable efforts to contact the owner and give notice that the animal is in its custody. The animal shall be surrendered to the owner if the owner claims the animal within 10 days from the time the animal was removed from the vehicle and pays all reasonable charges which have accrued for the maintenance of the animal. If the owner does not claim the animal within the specified time, the animal shelter may place the animal for adoption in accordance with provisions of this chapter and the Agriculture and Markets Law of the State of New York.

F. It shall be a violation of this section for any person to leave a dog unattended outdoors for over 30 minutes in inclement weather or under other conditions or for such a period of time as may endanger the health or well-being of such dog due to heat, lack of water or such other circumstances, such as a weather advisory by any federal, state, county or Town government or as reasonably may be expected to cause suffering, disability or death. It shall be a rebuttable presumption that any temperature below 32° F. or above 95° F. constitutes inclement weather.

**Section 6.** Add Chapter 103, - Dogs and Other Animals, Article I, Animal Protection and Control, Section 103-8.3 to be titled and to read as follows:

**§ 103-8.3 Severability.**

If a clause, sentence, paragraph, subdivision, section, or part of this article or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this article, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Section 7. SEORA Determination.** It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(20) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

**Section 8. Severability.** If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances.

**Section 9. Effective Date.** This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

**Certification:**

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

\_\_\_\_\_  
Clerk of the Town of Oyster Bay

(Seal)

Date: \_\_\_\_\_, 2019

STATE OF NEW YORK  
COUNTY OF NASSAU

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

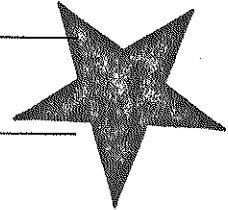
\_\_\_\_\_  
Signature

Town Attorney

Title

Town of Oyster Bay

Date: \_\_\_\_\_ 2019



Reviewed By  
Office of Town Attorney

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall, Audrey Avenue, Oyster Bay, New York on, the 20<sup>th</sup> day of August, 2019, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of 799 OLD COUNTRY ROAD, LLC, fee owner, and DALLAS 79, INC., d/b/a THE MAIN EVENT, tenant, for modification a conditions imposed by Resolution No. 244-1998, and modification of Declaration of Restrictive Covenants in order to permit an increase in the occupancy of restaurant on premises located at 799 Old Country Road, Plainview, Town of Oyster Bay, County of Nassau, State of New York and described as Section 46, Block A, Lot 32, on the Land and Tax Map of Nassau County ; and be it further

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

newspapers of general circulation within the Town of Oyster Bay.

#

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

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

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, August 20, 2019, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from 799 OLD COUNTRY ROAD, LLC, fee owner, and DALLAS 79, INC., d/b/a THE MAIN EVENT, tenant, for modification a conditions imposed by Resolution No. 244-1998, and modification of Declaration of Restrictive Covenants in order to permit an increase in the occupancy of restaurant on premises located at 799 Old Country Road, Plainview, Town of Oyster Bay, County of Nassau, State of New York and described as Section 46, Block A, Lot 32, 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.

Received By  
Office of Town Attorney

31

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET

**FROM** : OFFICE OF THE TOWN ATTORNEY


**DATE** : July 18, 2019

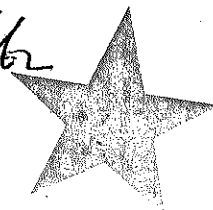
**SUBJECT:** 799 Old Country Road, LLC, et al  
Modification of Restrictive Covenants  
Premises: 799 Old Country Road, Plainview, New York  
Section 46, Block A, Lot 32

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It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on August 20, 2019, in connection with the above referenced matter.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Thomas M. Sabellico  
Special Counsel



TMS:nb  
Enclosure  
File LA 2018-6808  
Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\MD for 799 Old Country Road Public HearingTMS.doc

Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, the Syosset Central School District, a municipal corporation of the State of New York, having its principal office at 99 Pell Lane, Syosset, New York 11791, has requested permission to use a portion of the Town's right-of-way on the west side of South Woods Road, between the Long Island Railroad overpass and Stillwell Woods Park, Syosset, in order to create a bus lane for school buses; and

WHEREAS, the use of said right-of-way by the Syosset Central School District would inure to the benefit of the Town by mitigating any traffic concerns on South Woods Road, all in furtherance of the safety, health and general welfare of Town of Oyster Bay residents; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, and John C. Tassone, Deputy Commissioner, Department of Public Works, by memorandum dated July 15, 2019, advised that the Department had reviewed the construction plans and the proposed Inter-Municipal License Agreement with the Syosset Central School District and finds the stated terms acceptable; and

WHEREAS, Joseph Nocella, Town Attorney and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated July 22, 2019, requested that the Supervisor or his designee be authorized to execute the attached Inter-Municipal License Agreement with the Syosset Central School District for the use of a portion of the Town's right-of-way on the west side of South Woods Road, between the Long Island Railroad overpass and Stillwell Woods Park, Syosset, for a nominal fee of One (\$1.00) Dollar per year, for the period August 1, 2019 through and including December 31, 2039, with two (2) five-year extensions,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal License Agreement with Syosset Central School District, for the use of a portion of the Town's right-of-way on the west side of South Woods Road, between the Long Island Railroad overpass and Stillwell Woods Park, Syosset, for a nominal fee of One (\$1.00) Dollar per year, for the period August 1, 2019 through and including December 31, 2039, with two (2) five-year extensions pursuant to the attached agreement, in order to create a bus lane for school buses.

-#-

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

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



Town of Oyster Bay  
Inter-Departmental Memo

**TO :** Memorandum Docket

**FROM :** Office of the Town Attorney

**DATE :** July 22, 2019

**SUBJECT:** Supplemental Memorandum – MD 7/16/19 #22  
License Agreement for the Use of the Right-of-Way, West Side, South Woods Road

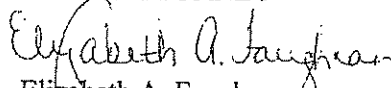
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The Syosset Central School District operates the Syosset High School at 70 South Woods Road, Syosset, NY, 11791. While there is a driveway on the premises for school buses to utilize to drop off and pick up students each day, there is insufficient room to accommodate all buses. As a result, buses block traffic on South Woods Road while waiting to pull onto the High School property. In order to alleviate this traffic congestion, and to allow motorists to move freely, the School District has requested the use of the right-of-way on the west side of South Woods Road, between the Long Island Railroad overpass and Stillwell Woods Park. The School District intends to pave and stripe the right-of-way and create the necessary curb cuts, in order to create a bus lane, thereby removing such traffic from the through-lane on South Woods Road.

Richard W. Lenz, P.E., Commissioner, and John C. Tassone, Deputy Commissioner, Department of Public Works, by memorandum dated July 15, 2019, advised that the Department had reviewed the construction plans submitted on behalf of the School District by H2M Engineers & Architects, which had been modified to address the Department's concerns and comments. Commissioner Lenz and Deputy Commissioner Tassone further advised that the Department reviewed the proposed Inter-Municipal License Agreement with the Syosset Central School District for the purpose of granting the School District access to the Town right-of-way along South Woods Road for the construction of a bus queuing lane, along with modifications to curb cuts, striping and signage, and finds the stated terms acceptable. The Town Attorney's Office has prepared the attached Inter-Municipal License Agreement with the Syosset Central School District for the requested use of the right-of-way on the west side of South Woods Road, between the Long Island Railroad overpass and Stillwell Woods Park, Syosset, for a nominal fee of One (\$1.00) Dollar annually, for the period August 1, 2019 through and including December 31, 2039, with two (2) five-year extensions, and hereby requests that the Town Supervisor or his designee be authorized and directed to execute such agreement.

Submitted herewith is the resolution for the foregoing request.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Elizabeth A. Faughnan  
Deputy Town Attorney

EAF  
Attachment  
Town Attorney (w 9/copies)

S:\Attorney\RESOS 2019\MD & RESO\MD License Agreement Syosset Central School District. South Woods Rd.doc

## INTERMUNICIPAL LICENSE AGREEMENT

**DATED:** This license agreement ("License Agreement") is dated as of July 9, 2019.

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

**SYOSSET CENTRAL SCHOOL DISTRICT**, a municipal corporation of the State of New York, having its principal office at 99 Pell Lane, Syosset, New York 11791, hereinafter referred to as the "Licensee" or "School District".

### LICENSED

**PREMISES:** The right-of-way on the west side of South Woods Road, between the Long Island Railroad overpass and Stillwell Woods Park, which location is more specifically described in Schedule A attached hereto and made part hereof (interchangeably referred to herein as the "Licensed Premises" or the "Right-Of-Way").

### WITNESSETH:

WHEREAS, the Town owns and/or maintains jurisdiction of the public roadway known as South Woods Road, in the hamlet of Syosset, Town of Oyster Bay, State of New York, along with the roadway's Right-Of-Way, which location is more specifically described in Schedule A attached hereto; and

WHEREAS, School District has requested permission to utilize the Right-Of-Way to allow School District buses to queue during the time of school dismissal; and

WHEREAS, the School District has approximately forty (40) buses of which half fit within the School District's bus loop on its own property located at 70 South Woods Road, Syosset, New York 11791 and the remaining buses queue in the southbound travel lane of South Woods Road until the first half of the buses leave the school property; and

WHEREAS, the queuing of the buses in the southbound travel lane of South Woods Roads blocks and impedes regular traffic; and

WHEREAS, the School District seeks to construct a paved shoulder upon the Right-Of-Way portion (Licensed Premises) of South Woods Road so that the buses may queue without blocking and impeding traffic within the travel lane of South Woods Road; and

WHEREAS, the School District also seeks to construct curb cuts and modify striping and signage along the abovementioned paved shoulder to resolve site circulation issues between the buses, and parents dropping off or picking up students; and

WHEREAS, the use of said Right-Of-Way by Licensee would inure to the benefit of the Town by mitigating any traffic concerns on South Woods Road, all in furtherance of the safety, health and general welfare of Town of Oyster Bay residents; and

WHEREAS, the parties seek to enter this License Agreement in furtherance of Inter-Municipal cooperation,

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

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

2. **Term.** The term of the license (the "Term") herein shall be for a period commencing August 1, 2019, through and including December 31, 2039, with two (2), five year extensions which may be exercised upon the mutual consent of both parties with terms to be further negotiated, and, subject to the

terms and conditions set forth in paragraphs 4, 13, 14 and other applicable provisions of this License Agreement.

3. **License Fee.**

(a) **License Fee.** The annual license fee shall be one (\$1.00) dollar.

(b) **No Right of Offset etc.** Licensee shall, at all times, keep the Licensed Premises free and clear of any encumbrances, liens, mechanic's liens, public improvement liens, and any other matters that may affect the quality and marketability of title to the Licensed Premises.

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

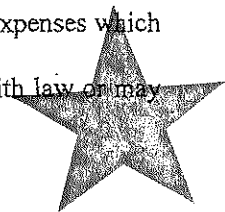
5. **Construction/Grading/Alterations etc.** Any construction, preparation, paving, curb cuts, grading or alterations of the Licensed Premises, including the land or appurtenances thereon, that may be necessary or required for the intended use hereunder shall be the sole responsibility of Licensee and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

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

**6. Transcription to and from Licensed Premises.** Licensee covenants, represents and warrants to the Town that at all times that it is in use and possession of and/or utilizing the Licensed Premises, all buses shall queue within the Licensed Premises without blocking or impeding traffic within the travel lane of South Woods Road. This provision is a material inducement for the Town to enter into this License Agreement and a violation shall be deemed a material breach of this License Agreement. Licensee shall cause all drivers of such vehicles to comply with the restrictions set forth in this paragraph with respect to the Licensed Premises.

**7. Licensee Responsible for Expenses/Costs/Taxes/Permits Concerning Premises.**

**(a) Licensee Responsible for all Costs and Expenses Pertaining to Premises.** Licensee shall be obligated to pay any and all costs and expenses of any nature relating or pertaining to the Licensed Premises. Without limitation, Licensee shall pay to the parties respectively entitled thereto, all impositions, insurance premiums, operating charges, maintenance charges, construction costs, repair costs, snow removal, taxes, assessments, utilities and any and all other charges, costs and expenses which arise with respect to the Licensed Premises or are required for the Premises to comply with law or may otherwise be contemplated under this License Agreement during the Term hereof.



(b) **Taxes.** For any period during the Term (and during any extension thereof), Licensee shall be directly liable for and shall pay promptly when due at all times (i) all taxes, assessments, and governmental charges including (without limitation) all ad valorem and other real estate taxes, whether federal, state, or municipal and whether they are imposed by taxing or management districts or authorities, that accrue or are assessed against the Licensed Premises and any and all improvements thereon, and whether they are direct payments to the government authority in question or payments in substitution for or in lieu of such charges; and (ii) all governmental levies, assessments or other taxes or charges directly on the rent, or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon rent or any license fee. All such items in (i) and (ii) are collectively "Taxes" and are intentionally meant to include all such charges assessed with respect to the Licensed Premises and/or billed to the Town or any other person, whether presently existing or hereinafter created or otherwise required to be paid by law. Licensee shall pay, additionally, before delinquency all taxes levied or assessed against any personal property, fixtures or alterations placed in or upon the Licensed Premises. Licensee shall pay all tax and all other related bills pertaining to this paragraph promptly when due and in all cases before delinquency (and, if applicable, pro-rated for during the Term of this License). Upon reasonable prior notice to Town, Licensee, at its sole cost and expense, shall have the right to reasonable contest the amount of any such taxes levied against the Licensed Premises provided that the Licensee shall not take any such action which will cause or allow the Town to suffer any liability for such taxes or otherwise suffer any liability or expense of any kind and description relating thereto. Licensee hereby indemnifies Town from and against any and all liability, cost, claim or expense (including reasonable legal fees incurred by the Town) in connection with any such contest and taxes, generally. The Town's cooperation in connection with any such contest and Licensee's right to challenge any of the taxes are conditioned upon such indemnification by Licensee and the prompt payment to Town upon demand of all its costs and expenses relating thereto (including, without limitation reasonable legal fees and expenses and the expenses of any and all consultants).

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

(d) **Permits.** Licensee shall obtain, at its own cost and expense, all permits necessary for the use, occupancy, improvements and operations at the Licensed Premises.

**8. Condition of Licensed Premises at End of Term.** Upon the expiration of Term or the date of cancellation of the License under Paragraphs 2, 4 or 13 or otherwise, as the case may be, the Licensed Premises shall be returned to the Town, free and clear of any waste and debris, and free and clear of all of Licensee's personal property, and in good and sanitary condition and free and clear of all liens and encumbrances; and upon the written request of the Town at any time prior to or after the Term or expiration of the License herein, the Licensee shall, at its own cost and expense, restore and rehabilitate said land and appurtenances thereon to its original condition, all to the reasonable satisfaction of the Commissioner of Public Works of the Town, or his duly appointed representative, and his opinion and directives shall be binding upon the respective parties hereto. However, the existing improvements and fixtures upon the Licensed Premises shall remain undisturbed and in good condition by the Licensee unless the Town shall require such improvements to be removed and/or lawfully demolished. The requirement to surrender the Licensed Premises in accordance with the terms hereof shall survive the termination of this agreement.

**9. Acceptance of Licensed Premises/Waivers by Licensee.** The Licensee waives any and all claims for compensation from the Town for any and all loss and damage sustained by reason of any defect, deficiency, or impairment of the Licensed Premises, the condition of which the Licensee has accepted and assumed. Licensee has accepted the Licensed Premises "as is" with all faults and conditions and without relying upon any representations of the Town, or its representatives. In the event that a claim or

adjudication is made that the Town has acted unreasonably or unreasonably delayed acting in any case where by law or under this License Agreement, it has an obligation to act reasonably or promptly, the Town shall not be liable for any punitive, consequential or incidental damages, and the Licensee's sole remedies shall be limited to commencing an action seeking injunctive relief or declaratory judgment. The Licensee covenants and agrees that in no event shall the Town be liable for consequential damages and, to the fullest extent permitted by law, the Licensee expressly irrevocably waives all existing and future claims that it may have against the Town for consequential damages. LICENSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO ASSERT A COUNTERCLAIM, OTHER THAN A COMPULSORY COUNTERCLAIM, IN ANY ACTION OR PROCEEDING BROUGHT AGAINST IT BY THE TOWN OR ITS AGENTS, AND KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LICENSE AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE TOWN. LICENSEE'S AGREEMENT TO THE PROVISIONS OF THIS SECTION IS A MATERIAL INDUCEMENT FOR TOWN GRANTING THE LICENSE.

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



11. **Insurance.** The Licensee shall obtain, and furnish evidence of, insurance for the benefit of the Town with respect to such coverages, such amounts and such limits as the Town shall require from time to time. Without limitation, the Licensee shall initially obtain coverage and provide Certificates of Insurance with respect to comprehensive general liability in amounts per occurrence of not less than \$1,000,000.00 and shall name the Town as additional named insured. The Licensee shall further insure its vehicles as required by law and shall further insure its other property and equipment, which may at any time, be upon the Licensed Premises, and name the Town as an additional insured therein. Licensee shall provide evidence to the Town of Worker's Compensation Insurance Coverage. All such certificates shall provide that the Town be given 30 days' prior written notice of termination of coverage or default under the contract of insurance or non-payment of premium. To the extent permissible under the insurance contract and pursuant to the certificate, the Town shall have thirty (30) days after the receipt of said notice to cure such default so that the applicable insurance may continue, but the Town shall have no obligation to take any such action. Failure to maintain and supply evidence of insurance to the Town shall be a material default under this License Agreement.

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

13. **Termination of License for Default.** If either (i) Licensee fails to pay any sums due the Town or any other cost for which it is responsible hereunder within ten (10) days of written demand; or (ii) if there is any other breach of any other term, covenant and/or condition of this License Agreement by the Licensee, the Town may terminate this License Agreement (resulting in an expiration of the Term and the License granted herein) upon only five (5) days' written notice. This termination provision is in addition to the right of the Town to terminate the License under paragraph 4 hereof and any and all other rights the Town may have under the law. In addition, the Town retains and reserves any and all rights and remedies with respect to this License Agreement and the Licensed Premises. In the event that the Licensee shall fail to pay any sums due the Town when due under this agreement, then without limitation of the forgoing, upon demand of the Town, the Licensee shall pay interest on the amounts not paid at the rate of ten (10%) percent per annum from the date of such demand. If the Licensee holds over and remains in use and occupancy after the expiration of the License herein, the Licensee shall pay liquidated damages of \$2,000 per month, which fee is agreed to be reasonable under those circumstances and the payment thereof shall in no way limit, delay or impair the right of the Town to lawfully remove the Licensee from the Licensed Premises.

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

If to the Town:

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



If to Licensee:

Syosset Central School District  
99 Pell Lane  
Syosset, New York 11791  
Attention: Superintendent of Schools

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

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

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

**17. Indemnification of the Town by the Licensee/Assumption of Risk.** The Licensee agrees that the Town shall be free from all liabilities and claims for damages and/or suits for and by reason of any injury or loss to any person or property of any kind whatsoever on or in connection with the Licensed Premises from any cause or causes whatsoever from the date of Licensee's use, possession and occupancy of the

Premises. Licensee covenants and agrees to indemnify and save harmless the Town from any and all liabilities, charges, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising or pertaining with respect to or in connection with the Licensee's use, operation and/or occupancy of the Licensed Premises during the Term and with respect to anything pertaining to the Premises during Licensee's use and occupancy thereof. The Licensee assumes all risks in the operation of the Licensed Premises and agrees to comply with all federal, state, and local law and regulations, including without limitation, all municipal rules, regulations and ordinances of the Town, which in any way related to the Licensed Premises.

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

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

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

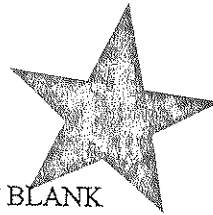
21. **Captions.** The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this License Agreement.



22. **Consent to Jurisdiction.** Licensee hereby irrevocably consents to the jurisdiction of the State of New York and to the Supreme Court of the State of New York, Nassau County, for the purpose of any suit, action or other proceeding arising out of or relating to this License Agreement or the subject matter hereof. Licensee hereby waives, and agrees not to assert, any such suit, action or proceeding any claim that it is not personally subject to such jurisdiction, or any right to remove an action brought in State to Federal Court, or any claim that such suit, action or proceeding is in an inconvenient forum or that the venue thereof is improper. Licensee agrees that service in any such action, whether or not in either such jurisdiction, may be effectuated by means in accordance with the notice provisions of this License Agreement or by any other means of service allowed by law.

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

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

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

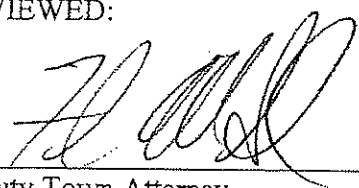
**TOWN OF OYSTER BAY**

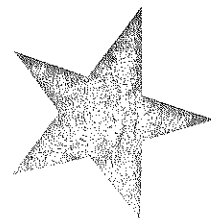
\_\_\_\_\_  
Supervisor

**SYOSSET CENTRAL SCHOOL DISTRICT**

\_\_\_\_\_  
President

REVIEWED:

  
\_\_\_\_\_  
Deputy Town Attorney



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

**TO** : MEMORANDUM DOCKET

**FROM** : Office of the Town Attorney

**DATE** : July 15, 2019

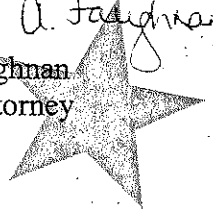
**SUBJECT:** License Agreement for the Use of the Right-of-Way on the  
West Side of South Woods Road

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Kindly save a space on the docket for the Tuesday, July 30, 2019 action calendar Town Board meeting for a resolution regarding the abovementioned matter. A supplemental memorandum will follow.

JOSEPH NOCELLA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*  
Elizabeth A. Faughnan  
Deputy Town Attorney



EAF  
cc: Town Attorney (w/9 copies)



WHEREAS, Northrop Grumman Systems Corporation ("NGSC") previously entered into an Order on Consent, Index No. W1-1183-14-05, with the New York State Department of Conservation for the construction of a groundwater treatment facility to treat a defined area of contamination of the Grumman-Navy Plume, designated as the RW-21 area; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated July 29, 2019, informed the Town Board that NGSC has requested access to the Town right-of-way on Grumman Road West and Grumman Road East/Hickey Boulevard, Bethpage, to conduct soil sampling for geotechnical analysis and waste characterization as part of the proposed RW-21 treatment system conveyance piping installation; and

WHEREAS, a site access agreement was negotiated by and between the Town and NGSC, which agreement provides, in pertinent part, the guidelines pursuant to which NGSC will conduct its sampling activities; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute said agreement in the form annexed hereto, which is entitled "Site Access Agreement: Grumman Road/Hickey Boulevard Pre-Design Investigation,"

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor, or his designee, is authorized to execute the "Site Access Agreement: Grumman Road/Hickey Boulevard Pre-Design Investigation," as previously negotiated by and between the Town and NGSC and in the form annexed hereto.

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

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