

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated July 10, 2019, advised the Town Board that the Highway Department conducted a study of the H-9 Parking Field located in Hicksville; and

WHEREAS, Deputy Commissioner Bishop recommended to the Town Board that thirty (30) of the parking spaces designated as "4 HOUR PARKING NO PERMIT NEEDED" in the H-9 Parking Field be re-designated as "COMMUTER PERMIT PARKING",

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted by the Town Board and the Highway Department is directed to re-designate thirty (30) of the parking spaces in the H-9 Parking Field located in Hicksville currently designated as "4 HOUR PARKING NO PERMIT NEEDED" as "COMMUTER PERMIT PARKING."

#

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	Nay
Councilman Labriola	Aye

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 13, 2019, recommended that the Town Board authorize payment of a refund to Mary Tedesco, in the amount of \$600.00 for the registration fee paid for the Summer Recreation program at Marjorie Post Park, for her children, who were unable to participate,

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 Mary Tedesco, 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.

#

7/11/19  
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

4

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: August 13, 2019

SUBJECT: Summer Recreation Program Refund

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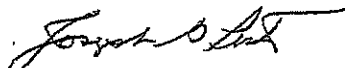
The Department of Parks has received correspondence from Mary Tedesco requesting a refund in the amount of \$600 for the Town of Oyster Bay Summer Recreation program at Marjorie Post Park. Please see attached for pertinent information regarding this refund request.

The check should be payable to and mailed to:

Mary Tedesco  
24 Algonquin Avenue  
Massapequa, NY 11758

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

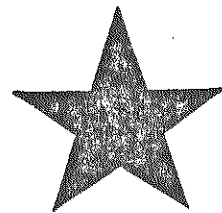
Kindly debit account PKS A 0001 02001 510 0000.

  
Joseph G. Pinto  
Commissioner of Parks

JGP:lc

Attachments

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



08/2019

Dear Commissioner Pinto,

I am writing you in the hopes that you will consider issuing a refund to me for the Summer Recreation Program at Marjorie Post Park. To date my children, [REDACTED] Tedesco who are both enrolled, have only attended one camp day (July 3<sup>rd</sup>) from the commencement of the program.

My son, [REDACTED] That being said, prior to enrolling in your summer recreation program I had researched local camps for children [REDACTED] The closest program we found was in Wheatley Heights and the second closest was in NYC. These camps were not practical due to their locations. Our friends had suggested your program and after looking into it I felt that it might be a good fit for [REDACTED] considering his sister and her friends, whom [REDACTED] is very comfortable with, will also all be attending [REDACTED].

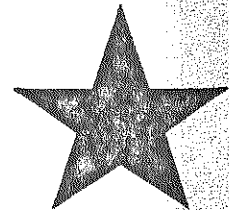
After the first day of camp it was relatively clear to me that this would not be an appropriate fit for [REDACTED]. While the program does offer a varied schedule of events to keep the children occupied and engaged, [REDACTED] needs a bit more structure for him to thrive. Along with [REDACTED] requiring a more stringent and structured program, he also needs constant redirection and a consistent outlet to expend his energy which this program cannot accommodate.

Due to [REDACTED]s personality and his [REDACTED] I don't feel comfortable encouraging him to give the camp another chance, although your staff members lovingly had suggested that. My son can be quite a challenge and I fear that the staff will be taxed above their training to address [REDACTED] needs should he have [REDACTED].

Seeing as I would like to keep [REDACTED] and [REDACTED] together I would be most grateful if you could please refund my money for both of their enrollments. Please feel free to contact me should you have any questions. You can reach me at the email address offered or you can call me directly at (516) 459-3012.

Thank you so much for your consideration in this matter,

Sincerely,  
Mary H. Tedesco



[REDACTED] Yahoo.com



PKJ191187



**STERLING**  
NATIONAL BANK

MASSAPEQUA

Teller 1755

Sec 23

Till 5

12:09 PM

Calendar Date

06/26/19

Business Date

06/26/19

Account Number

\*\*\*\*\*7087

DDA Deposit

\$3,450.00

Cash Back

\$0.00

Available Balance

Client Services

855-274-2801

<http://www.snb.com>

Summer  
Rec  
Post

PKJ A 0001 02001 510 0000

DEPOSIT TICKET  
FOR CLEAR COPY, PRESS FIRMLY

DT0195

DATE

6/26/19

CURRENCY		DOLLARS	CENTS
COINS			
CHECKS LIST EACH SEPARATELY			
1	257	400	
2	1448	400	
3	458	400	
4	7550	450	
5	119	600	
6	500	600	
7	407	600	
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
PLEASE RE-ENTER TOTAL HERE		TOTAL	3450 +

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED

CHECKS AND OTHER ITEMS  
ARE SUBJECT TO THE PROVISIONS  
OF THE UNIFORM COMMERCIAL  
CODE OR ANY APPLICABLE  
REGULATORY AGREEMENT.  
RECEIPT FOR IMMEDIATE WITH-  
DRAWAL.

TOTAL  
ITEMS

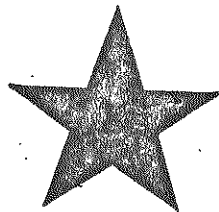
50-704/2219

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

TOWN OF OYSTER BAY  
54 ANDREY AVE  
OYSTER BAY, NY 11771

STERLING  
NATIONAL BANK

\$ 3450.00





NO. 256

DATE

6/25/19

TOWN OF OYSTER BAY  
DEPARTMENT OF PARKS  
DAILY OPERATIONS REPORT

D. 5100 87

PARK: POST

## SUMMER RECREATION PROGRAM

	NUMBER	RATE	AMOUNT
1. Child	7	400.00	2800 -
2. Add-on (each additional child after 2)	3	200.00	600 -
3. OUT OF TOWN Fee	1	50.00	50 -
TOTAL	11		3450 -

General Receipt Opening #

1764

Closing #

1770

REMARKS:

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Recreation Leader-Print

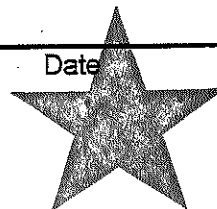
Recreation Leader-Sign

Date

Recreation Supervisor-Print

Recreation Supervisor-Sign

Date



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



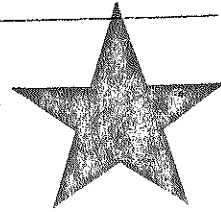
Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, New York 11758-1281

Summer Recreation

GENERAL RECREATION RECEIPT

No. 2676

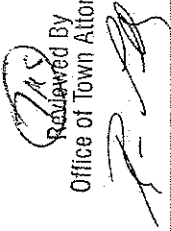
Last Name	Tedesco	First Name	Jake	M. I.	
Address	24 ALGONQUIN AVENUE			Town	Massapequa
Age	4/5	Phone	459-3012		
Groups					
Facility	Amount \$600.00				
Amount	MARJORIE POST		Check (✓)	No.	500
Facility	LEXI				
Addl. Names					
			JACKIED		
			Received By (Print Name)		Date
			Sign		
White - Office Canary - Accounting Pink - Registrant Goldenrod - Instructor			This Administrative Fee is Not Refundable		



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 6, 2019, recommended that the Town Board authorize payment of a refund to Eva Solarsh, in the amount of \$359.91 for registration fee paid for the Summer Recreation Program at Plainview-Old Bethpage Community Park, for her son, who she withdrew from the program due to unforeseen circumstances,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount of \$359.91 to Eva Solarsh, 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

5

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: August 6, 2019

SUBJECT: Summer Recreation Program Refund

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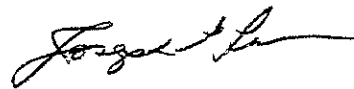
The Department of Parks has received correspondence from Eva Solarsh requesting a refund for the Town of Oyster Bay Summer Recreation program at Plainview Old-Bethpage Community Park. Her son attended the 6-week program for three days, leaving a refund balance of 27 days at \$13.33 per day making the refund \$359.91. Please see attached for pertinent information regarding this refund request.

The check should be payable to and mailed to:

Eva Solarsh  
2 Eton Place  
Plainview, NY 11803

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

Kindly debit account PKS A 0001 02001 510 0000.

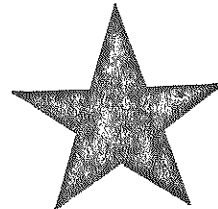


Joseph G. Pinto  
Commissioner of Parks

JGP:lc

Attachments

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



WHEREAS, James J. Stefanich, Receiver of Taxes, by memorandum dated August 6, 2019, requested Town Board authorization to publish "Notice to Taxpayers, Re: 2019-2020 School Tax" in Newsday,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and James J. Stefanich, Receiver of Taxes, is hereby authorized to publish "Notice to Taxpayers, Re: 2019-2020 School Tax" in Newsday, and the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. ROT A 1330 44100 000 0000.

-#-

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

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

7/18  
Reviewed By  
Office of Town Attorney

Elizabeth A. Stuchman



## TOWN OF OYSTER BAY

Office of the Receiver of Taxes

# INTER-DEPARTMENTAL MEMO

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**TO:** MEMORANDUM DOCKET

**FROM:** JAMES J. STEFANICH, RECEIVER OF TAXES

**RE:** LEGAL NOTICE OF 2019-2020 SCHOOL TAX

**DATE:** August 6, 2019

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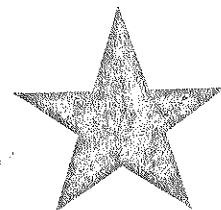
Authorization is hereby requested to print the attached legal notice pertaining to the 2019-2020 School Tax in Newsday.

Expense will be charged to account ROT A 1330 44100 000 0000 LEGAL NOTICES

Reference is made to Guideline 5 f. of the procurement policy pertaining to the exception of quotations pertaining to public notices.

  
James J. Stefanich, Receiver of Taxes

Town Attorney (Original + 9 copies)





**NOTICE TO TAXPAYERS**  
**RE: 2019-2020 SCHOOL TAX**

**TAKE NOTICE** that the undersigned Receiver of Taxes for the Town of Oyster Bay, County of Nassau, State of New York, has received the School Tax Roll and Warrant for the collection of taxes within the Town of Oyster Bay, and that he will be in attendance to receive taxes at: TOWN HALL, 74 Audrey Ave., Oyster Bay, NY 11771-1539 on October 1, 2019 and each day thereafter from 9:00 AM to 4:45 PM (Saturdays, Sundays and Holidays excepted).

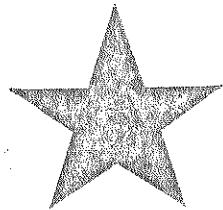
The following penalties for neglect to pay School taxes after they become due and payable: If the first half is not paid on or before November 12, 2019, a penalty will be added at the rate of one percent per month from October 1, 2019 calculated to the end of the month during which payment is made. If the second half is not paid on or before May 11, 2020, a penalty will be added at the rate of one percent per month from April 1, 2020 calculated to the end of the month during which payment is made. If the full year's tax is paid on or before November 12, 2019, a discount will be allowed on the second half tax at the rate of one percent of the second half. No discount is allowed on payments made after November 12, 2019. Taxes are payable by cash, checks or money orders. NO CASH payments will be accepted at the Massapequa Annex. Acceptance of credit card and ACH electronic check payment of taxes may only be made using our Internet online payment system (convenience fee applies).

Under the law the tax roll of the Town of Oyster Bay will be returned to Nassau County Treasurer on June 1, 2020, and all payments after that date must be made to the County Treasurer, 1 West Street, Mineola NY 11501.

Dated: October 1, 2019

Oyster Bay, NY 11771-1539

JAMES J. STEFANICH  
RECEIVER OF TAXES



7/15  
Reviewed By  
Office of Town Attorney

WHEREAS, Timothy R. Zike, Deputy, Commissioner, Department of Planning and Development, by memorandum dated August 7, 2019, recommended that the Town Board authorize payment of a refund in the amount of \$435.00 to Maccarone Plumbing Inc., 10 Sea Cliff Avenue, Glen Cove, New York 11542, for the payment of a plumbing permit fee, Building Permit Number R19002209, paid in error, as the Village of Massapequa Park has jurisdiction over the property,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Planning and Development is hereby authorized to issue a refund to Maccarone Plumbing Inc., in the amount of \$435.00, 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.

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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

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

**DATE:** August 7, 2019  
**TO:** MEMORANDUM DOCKET  
**FROM:** TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**SUBJECT:** RESIDENT REFUND – MACCARONE PLUMBING INC.

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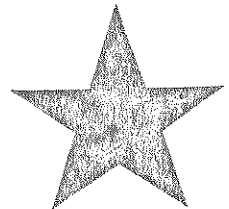
Pursuant to the Code of the Town of Oyster Bay, this Department granted a Building Permit Number R19002209, issued May 16, 2019, receipt #01000453927, in the amount of \$435.00. This permit was processed but it is not under the Town of Oyster Bay's jurisdiction; it is in the Incorporated Village of Massapequa Park.

In light of the aforementioned facts, a four hundred thirty five dollar (\$435.00) refund for the Building Permit fee associated with this permit should be refunded to the plumber, Maccarone Plumbing Inc., 10 Sea Cliff Avenue, Glen Cove, New York 11542 under account number PAD B 0001 02555 000 0000.

  
\_\_\_\_\_  
TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

TRZ:km

Cc: Town Attorney's office with 9 copies



## Process

TOWN OF OYSTER BAY		TAXPAYER IDENTIFICATION NUMBER	
CLAIM		FEDERAL ID # <input type="checkbox"/>	SOCIAL SECURITY # <input type="checkbox"/>
AUDREY AVENUE, OYSTER BAY, NEW YORK 11771			
FIS NAME Macarone Plumbing Inc.		CONTRACT #	ORDER #
FIS ADDRESS 2 Cliff Ave Glen Cove NY 11542		CONTRACT NAME Michelle Blattia	
PARTMENT	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			
	DESCRIPTION	UNIT PRICE	TOTAL
9	Permit R19002209	435 <sup>00</sup>	435.00
	Need to close out - Permit was issued in error		
OWN CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT		TOTAL AMOUNT	
I 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 has been paid except as stated therein and that the balance there stated in the amount of no part has been paid except as stated therein and that the balance there in stated in the amount of \$3500.  due and owing, and that taxes from which the Town of Oyster Bay is exempt are excluded therefrom.  I FURTHER CERTIFIES that the unit prices charged herein are not higher than those charged to any residential or commercial consumer for like deliveries.		CASH DISCOUNT %	
		NET AMOUNT	435.00
Signature _____ Title President		Date	7-11-19
Name of Company Macarone Plumbing Inc.			
I APPROVE this claim form for the sum of *****\$435.00***** for the services, disbursements and materials herein performed which were actually performed and were for the Town of Oyster Bay.			
re Elizabeth L. Maccaroni		Title Deputy Commissioner	Date
Planning & Development		Account Timothy R. Zike	
		PAD B 0001 02555 000 0000	



MAIN OFFICE  
10 SEA CLIFF AVE.  
GLEN COVE, NY 11542  
T: 516-671-3232 (8AM-5:00PM)  
T: 516-674-1553 (AFTER HOURS)  
FAX: 516-671-3239

NEW YORK CITY  
199-02 32ND AVENUE  
FLUSHING, NY 11358  
T: 718-634-3500

[maccaron plumbing.com](http://maccaron plumbing.com)

RE: Permit R19002209  
Les Menkes Residence  
35 Skylark Road  
Massapequa Park, NY 11758

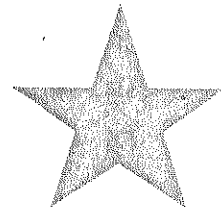
July 17, 2019

To whom it may concern,  
We are requesting the above mentioned permit be voided. The Menkes Residence is not in the jurisdiction of the Town of Oyster bay. We request a refund in the amount of \$435.00. A copy of our original check (#68062) in the amount of \$435.00 is enclosed for your convenience.

Sincerley ,

A handwritten signature in cursive script that reads 'Michelle Mattia'.

Michelle Mattia  
Project Assistant  
516-671-3232



## TOWN OF OYSTER BAY

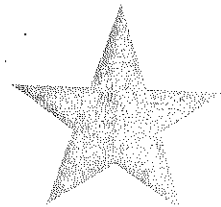
3 ITEMS OF 3

## PERMIT RECEIPT

OPERATOR: sgerber  
COPY # : 1Sec:65 Twp:Oyster B Rng: Sub: Blk:269 Lot:1  
SBL ..... 65-269-1DATE ISSUED..... 05/16/2019  
RECEIPT #..... 01000453927  
REFERENCE ID # .... 19050301SITE ADDRESS ..... 35 SKYLARK RD  
SUBDIVISION .....  
CITY ..... MASSAPEQUA PARK  
IMPACT AREA .....OWNER ..... LES MENKES  
ADDRESS ..... 35 SKYLARK RD.  
CITY/STATE/ZIP .... MASSAPEQUA, NY 11758RECEIVED FROM ..... MACCARONE PLUMBING I  
CONTRACTOR ..... MACCARONE, JOHN LIC # B1175NR  
COMPANY ..... MACCARONE PLUMBING INC  
ADDRESS ..... 10 SEA CLIFF AVE  
CITY/STATE/ZIP .... GLEN COVE, NY 11542  
TELEPHONE ..... 516-671-3232

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BBQ		1.00	100.00	0.00	100.00	0.00
B-CA	FIXTURES	1.00	35.00	0.00	35.00	0.00
B-GAS		3.00	300.00	0.00	300.00	0.00
TOTAL PERMIT			435.00	0.00	435.00	0.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	435.00	68062
TOTAL RECEIPT	435.00	



#68062	5/17/19	\$435.00
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☐ CHECK HERE FOR MOBILE DEPOSIT  
 621000741  
 Town of Oyster Bay  
 621000741

# Building Permit

R19002209

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



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

School District	Section/Block/Lot	Zone	Application No.	ZBA Number	ZBA Date	Receipt No.
Massapequa	65-269-1		19050301			01000453927

Permittee	MACCARONE PLUMBING INC 10 SEA CLIFF AVE GLEN COVE NY 11542 516-671-3232	Contractor	MACCARONE PLUMBING INC 10 SEA CLIFF AVE GLEN COVE, NY 11542 516-671-3232
Property Owner	LES MENKES 35 SKYLARK RD. MASSAPEQUA, NY 11758	Plumber	MACCARONE PLUMBING INC 10 SEA CLIFF AVE GLEN COVE NY 11542 516-671-3232
		Electrician	

## Address of Actual Construction

35 SKYLARK RD MASSAPEQUA PARK, NY		Tenant	
Permission Granted for the	INSTALLATION OF	Estimated Cost of Construction	\$0

INSTALLATION OF ONE GAS FIRE PIT, BBQ, TWO FIRE BOWLS, AS PER CODE.

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
				MASSAPEQUA PARK
DESCRIPTION	FEE	PAID	BALANCE	
CA	35.00	35.00	0.00	
PLUMBING	400.00	400.00	0.00	
*** FEE TOTALS ***	435.00	435.00	0.00	
TOTAL PAID AFTER APPLICATION FEE APPLIED:		\$435.00		
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 Certificated of Occupancy. Permit and approved plans must be posted on the job site, visual 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.

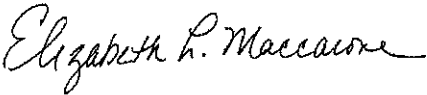
#### DRAINAGE, SITE WORK, & RETAINING WALLS:

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:	05/16/2019	Work Must Start By:
CO must be issued by 05/16/2020 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		



WHEREAS, by Resolution No. 640-2017, adopted on October 3, 2017, the Town Board awarded Contract No. HRR17-154 Requirements Contract for Road Restoration At Various Locations Throughout The Town Of Oyster Bay to Metro Paving, LLC; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated August 9, 2019, requested that the Town Board approve an extension of Contract No. HRR17-154 Requirements Contract for Road Restoration for a one (1) year period, specifically, October 3, 2019 through and including October 2, 2020, at a cost not to exceed \$5,000,000.00.

NOW, THEREFORE BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Town Board hereby approves and authorizes an extension of Contract No. HRR17-154 Requirements Contract for Road Restoration for a one (1) year period, specifically, October 3, 2019 through and including October 2, 2020, at a cost not to exceed \$5,000,000.00.

#

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

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

Reviewed By  
Office of Town Attorney

13

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

August 9, 2019

**TO:** MEMORANDUM DOCKET

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

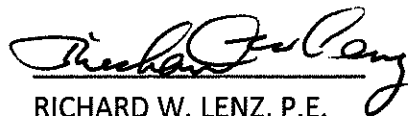
**SUBJECT:** REQUEST APPROVAL FOR EXTENSION  
ROAD RESTORATION REQUIREMENTS CONTRACT HRR17-154  
METRO PAVING, LLC.

---

The Highway Department has reviewed the work performed by Metro Paving LLC with respect to the Road Restoration Requirements Contract under contract number HRR17-154 which was awarded by Town Board Resolution Number 640-2017 on October 3, 2017.

The work performed by Metro Paving LLC was satisfactory and completed in a timely manner. Therefore, it is hereby requested by the Highway Department that contract HRR17-154 be extended from October 3, 2019 through October 2, 2020 at a cost not to exceed \$5,000,000.00.

Also funds are available for this purpose as per Town Board Resolution No. 809-2018 for the Highway Department to use these funds for the Highway Department Requirement Contracts as needed throughout the year within the Town of Oyster Bay.



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

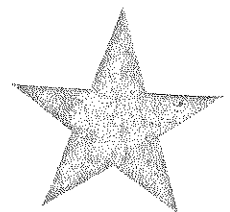
RWL/lb

Cc: Office of Town Attorney (w/9 copies)

Steve C. Ballas, Comptroller

John P. Bishop, Deputy Commissioner/HWY

John Tassone, Deputy Commissioner, DPW, Division of Engineering





July 22, 2019

Town of Oyster Bay Department of Public Works  
150 Miller Place  
Syosset, New York 11791

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

Re: Town of Oyster Bay Requirements Contract for Road Restoration  
Contract Number HRR 17-154

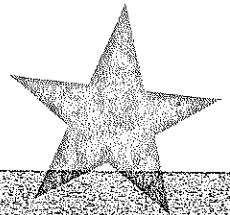
Gentlemen,

Metro Paving LLC, agrees to extend the above contract for another year October 2019 – October 2020  
With all the prices and contract requirements remaining the same.

Please feel free to contact me should you have any questions on the above.

Very truly yours,

Dennis P. Kellerman  
President



WHEREAS, Mr. Russell Kissinger has requested to donate a memorial plaque for an existing bench, located at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of his parents, Robert and Gail Kissinger; 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 of the Department of Parks, by memorandum dated August 13, 2019, has 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 Mr. Russell Kissinger to be deposited into Account No. PKS A 0001 02770 590 0000, to purchase a plaque for an existing bench located at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Robert and Gail Kissinger.

-#-

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 Memo**

**TO:** Memorandum Docket

**FROM:** Joseph G. Pinto, Commissioner of Parks

**SUBJECT:** Memorial Plaque

**DATE:** August 13, 2019

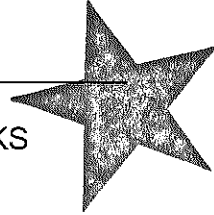
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The Department of Parks has received a request from Russell Kissinger (letter attached) requesting to donate a memorial plaque on an existing bench to be placed in Theodore Roosevelt Memorial Park and Beach in memory of Robert and Gail Kissinger.

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

The plaque will be purchased by Russell Kissinger 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 Russell Kissinger. 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:** Russell Kissinger <thekissingers@netscape.net>  
**Sent:** Thursday, August 08, 2019 11:30 AM  
**To:** Diann Codispodo  
**Subject:** Re: memorial Plaque guidlines

Dear Mrs.Codispodo,

Please accept this correspondence and my formal request to place a plaque on an existing bench within the Theodore Roosevelt Town Park. Gary and I found an available bench facing the beach in front of the volleyball court. The memorial plaque will be in honor of my parents, Robert and Gail Kissinger, formerly of 20 Orchard Street, Syosset. Upon your request I will submit to the town a check for \$380 for the purchase of an 8x6 plaque.

Thank you for your guidance and attention regarding this process.

Sincerely,  
Russell Kissinger

PS: my father was a Korean War veteran, a math teacher for over 30 years and a past president of Faith Lutheran Church in Syosset. He also was the director of a Lutheran Boys Summer Camp in the Bear Mountain region for several years. My mother was a teacher at Faith Lutheran Church Pre School for many years. My father "insisted" that my brother and I cut the grass and shovel the driveways of the elderly on our street and instilled a lifelong habit of volunteerism in all of us.

Having these two TOB residents memorialized in the park they loved to spend time in seems fitting.

Thank you,  
Russell Kissinger

Sent from my iPhone

On Aug 8, 2019, at 10:07 AM, Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)> wrote:

Good morning Russ, the guidelines and process for the plaques are as follows:

8x4 \$350.00 4 lines top to bottom  
8x6 \$380.00 5 lines top to bottom

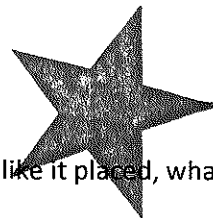
Both have 24 characters left to right.

If you want to buy a new bench the prices are:  
8x4 with bench \$800.00  
8x6 with bench \$830.00

Please email me a request letter that includes your name, the park you would like it placed, what you would like to donate (specifically), and who the honorees are.

While we are waiting for the approval you can work on the wording that you would like on the plaque.

Any other questions you can call or email me. Bear in mind that I am only here part-time.  
Have a great day,



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

WHEREAS, by Resolution No. 132-2016, adopted on March 15, 2016, the Town Board authorized the Supervisor to enter into a contract with Zebra Golf, Inc. to provide private golf instruction, the operation of a golf pro shop, and driving range, for a period from March 25, 2016 through December 31, 2018, with options for two (2), one (1) year extensions; and

WHEREAS, Mr. Robert Miller, President, Zebra Golf, Inc., by letter dated December 5, 2018, requested that the contract be assigned to Lucas Golf, Inc., an entity that is owned and operated by Mr. Miller, and in accordance with the terms of the contract, Joseph G. Pinto, Commissioner, Department of Parks, concurred with and consented to the assignment to Lucas Golf, Inc.; and

WHEREAS, by Resolution No. 846-2018, adopted on December 11, 2018, the Town Board authorized the Supervisor, or his designee, to exercise the first extension option of the contract with Lucas Golf, Inc., for the period January 1, 2019 through December 31, 2019; and

WHEREAS, Commissioner Pinto, by memorandum dated August 13, 2019, requested that the Town Board authorize the Supervisor, or his designee, to exercise the second and final extension option of said contract, for the period January 1, 2020 through December 31, 2020,

NOW, THEREFORE BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to exercise the second and final extension option of the contract with Lucas Golf, Inc., for the period January 1, 2020 through December 31, 2020.

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	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 of Parks

DATE: August 13, 2019

SUBJECT: License Agreement - Golf Professional Services and Driving Range Operations


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By Resolution No. 132-2016, adopted on March 15, 2016, the Town Board authorized the Supervisor to enter into a license agreement ("Agreement") with Zebra Golf Inc., ("Zebra"), whereby Zebra would operate a Golf Pro Shop and Driving Range at the Joseph Colby Town of Oyster Bay Golf Course and would provide private golf instruction. The Agreement ran from March 16, 2016 through December 31, 2018, with the Town having the option of two, one-year extensions.

In December 2018, pursuant to the request of Zebra, requested that the Agreement be assigned from Zebra to Lucas Golf Inc. ("Lucas"), (Tax ID No. 81-1469405), and pursuant to the terms of the Agreement, the requested assignment was approved by Joseph G. Pinto, Commissioner, Department of Parks. By Resolution No. 846-2018, adopted on December 11, 2018, the Town Board authorized exercising the Town's first one (1) year, extension options with, thereby extending the Agreement with Lucas through December 31, 2019.

By letter dated June 29, 2019, (attached) Robert Miller, President, Lucas Golf Inc., requested that the Agreement be extended for an additional one (1) year through December 31, 2020 under the terms and conditions of the current agreement.

Lucas Golf Inc. has successfully provided Golf Professional and Driving Range Services to the Town. At this time the vendor is current in its monetary obligation to the Town. It is the determination of this department that the Town would benefit from the continuity of this service if the Town were to exercise its second and last one (1) year extension option at a rate of \$50,000 per year plus an additional payment to the Town of thirty percent (30%) of each \$5,000 increment in excess of \$185,000 of the gross driving range revenues. This Department requests and recommends that the Town Board authorize the Supervisor or his designee to exercise the contract provision to extend the Agreement through December 31, 2020 under the same terms and conditions as the current Agreement.

  
Joseph G. Pinto  
Commissioner

JGP:AR:KC  
Attachment  
CC: Town Attorney (original with 9 copies)



207 Springtime Lane  
Levittown NY 11756  
Oyster Bay Golf Course  
1 Southwoods Road  
Oyster Bay NY 11794

Phone: 516-364-3600  
Fax: 516-921-6042  
E-mail: lucasgolf2016@gmail.com

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**LUCAS GOLF INC.**

June 29, 2019

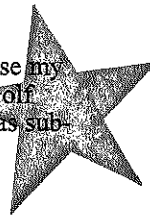
Dear Commissioner Pinto,

The purpose of this correspondence is to serve as my request for the Town of Oyster Bay to exercise my second option extension as concessionaire for Golf Professional Services and Driving Range at the Town Golf Course. All of the information on the financial disclosure form for Lucas Golf Inc remains the same as it was submitted on 12/7/2018.

The option period is from January 1st 2020 thru December 31st 2020.

Thank you for your consideration

Bob Miller  
Lucas Golf Inc.



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 12, 2019, recommended that the Town Board authorize payment of a refund to Alison Mack, in the amount of \$560.00 for the registration fee paid for the Summer Recreation program at Plainview-Old Bethpage Community Park, for her children, who were unable to participate,

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 \$560.00 to Alison Mack, 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

8

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: August 12, 2019

SUBJECT: Summer Recreation Program Refund

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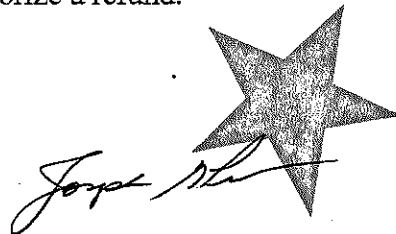
The Department of Parks has received correspondence from Alison Mack requesting a refund for the Town of Oyster Bay Summer Recreation program at Plainview Old-Bethpage Community Park. Her children attended the 6-week program for two days, leaving a refund balance of 28 days at \$20.00 per day making the refund \$560.00. Please see attached for pertinent information regarding this refund request.

The check should be payable to and mailed to:

Alison Mack  
202 South Pershing Avenue  
Bethpage, NY 11714

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)

**From:** Alison Mack [REDACTED]  
**Date:** July 8, 2019 at 2:08:50 PM EDT  
**To:** [jdevlin@oysterbay-ny.gov](mailto:jdevlin@oysterbay-ny.gov)  
**Subject:** Letter to Commissioner Joseph Pinto

Dear Commissioner Pinto,

I am writing to you to ask a special request. My name is Alison Mack and I am a Bethpage parent. I have enrolled my two children in the TOBAY summer camp at the Plainview location.

Unfortunately, they are very sad and upset being at the town camp even though I personally think it is wonderful and we know people who have grown up every summer going and they loved it too. My children are ages seven and eight and they really, really want to go to a camp here in Bethpage with their school friends and the sports they play.

I can not send them to this camp though unless you can possibly refund the money that I spent enrolling them in the town camp. To date, they have attended two half days last week which I will gladly pay for if there is anything you can do to help with refunding the rest of the \$600. We didn't even pay for any of the day trips yet or receive the t-shirts that are included with the \$600 so I am really hoping you can help me. I very badly want them to have a fun summer and to be happy for the next two months and if you could help I would be very appreciative!!!! I emailed Jackie Devlin and she said she would pass on this request to you.

Again, I thank you for making these TOBAY camps available to all of us, I think they are great and I was excited for them to start, it's just that they have absolutely no school friends there and at this age and there is a possibility that I can still get them signed up for the one they really want.

Fingers crossed !!

Sincerely,

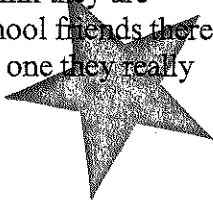
Alison Mack

My children are:

[REDACTED]  
My phone number is [REDACTED]

My email is [REDACTED]

Thank you again hopefully!!!



\$600 / 30 days  
attended 2 days  
(1st Mon + Tues)  
28 days X \$20/day  
\$560 Refund

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

Planview

Summer Recreation

GENERAL RECREATION RECEIPT

No. 1517

Last Name	Mack	First Name	Liam	M. I.	
Address	202 S. Pershing Ave		Bethpage		
Age	8+7	Phone	[REDACTED]		
Groups					
Facility	Planview				
Amount	600.00	Check	X	No.	1078
Addl. Names	Sean				
		MM 6/14/19		Date	
		Received By (Print Name)		[Signature]	
		Sign		[Signature]	

White - Office  
Canary - Accounting  
Pink - Registrant  
Goldenrod - Instructor

This Administrative Fee is Not Refundable



NO. 231

DATE

6/18/19

TOWN OF OYSTER BAY  
DEPARTMENT OF PARKS  
DAILY OPERATIONS REPORT

PARK: POB

## SUMMER RECREATION PROGRAM

	NUMBER	RATE	AMOUNT
1. Child	16	400.00	6400
2. Add-on (each additional child after 2)	11	200.00	2200
TOTAL	27		8600

General Receipt Opening # 1504 Closing # 1529REMARKS:  
  
  
  
  
Dammes  
Recreation Leader-Print[Signature]  
Recreation Leader-Sign

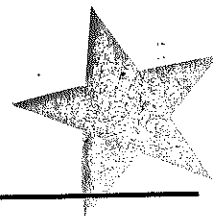
6/18/19

Date

Recreation Supervisor-Print

Recreation Supervisor-Sign

Date



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

DEPOSIT TICKET  
FOR CLEAR COPY, PRESS FIRMLY

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

DATE: 6/19/19 #231

	DOLLARS	CENTS
CURRENCY		
COINS		
CHECKS LIST EACH SEPARATELY		
1 2409	400	
2 137	400	
3 2826	400	
4 1833	400	
5 1077	400	
6 354	400	
7 884	600	
8 1759	600	
9 1078	600	
10 237	600	
11 25	600	
12 1636	600	
13 197	600	
14 1036	600	
15 151	600	
16 801	800	
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
PLEASE REENTER TOTAL HERE	TOTAL	8600

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED

STERLING  
NATIONAL BANK

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

\$ 8600.00

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT. BROOKLYN NATIONAL BANK WILL NOT BE RESPONSIBLE FOR THE LOSS OF FUNDS IF THE CHECKS ARE NOT DEPOSITED IMMEDIATELY WITHDRAWAL

50-1046/218

PKS91172  
QR #231



STERLING  
NATIONAL BANK

MASSAPEQUA

Teller 1755  
Seq 17

Till 5  
11:11 AM

Calendar Date  
Business Date

06/19/19  
06/19/19

Account Number

\*\*\*\*\*7087

DDA Deposit

\$8,600.00

Cash Back

\$0.00

Available Balance

Summer Rec  
(POB)

Client Services  
855-274-2801

<http://www.snb.com>

PKSA0001020015100000



KAREN E MACK  
107 GREENMEADOW DR  
DEER PARK, NY 11729-5605

1078

30-7425/3140

June 14, 2019  
Date

Pay to the  
Order of

Town of Oyster Bay

\$ 600 <sup>00</sup>/<sub>100</sub>

Six Hundred and 00/100

Dollars



Photo  
ID  
Required  
On Cash



USAA FEDERAL SAVINGS BANK  
10750 McDERMOTT FWY  
SAN ANTONIO, TEXAS 78266-0544  
(210) 456-8000 1-800-832-3724

For

Karen E. Mack

451 6/19/2019 6:10:29 AM:09:22 AM  
1755 0005 1755 0005

221970443 STERLING NATIONAL BANK  
451 MASSAPEQUA  
6/19/2019 11:11:23 AM  
1755 0005 111106082516

PAY TO THE ORDER OF  
STERLING NATIONAL BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
6700327067



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

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

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 9, 2019, have advised that claimant, Progressive Casualty Insurance Company, a/s/o Karina Madson, alleges that their insured sustained damages to her 2017 Jaguar as a result of a Town vehicle backing up into her vehicle on Henderson Road, Massapequa Park New York; and

WHEREAS, after extensive negotiations, the matter has settled with the Town for a total of \$12,421.51, in full resolution of all claims of claimant, and the Office of the Town Attorney recommends settling this matter for \$12,421.51

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the Town Board finds that it is just, reasonable, and in the best interests of the Town to settle this matter for the sum of \$12,421.51, the payment of which sum is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to claimant, Progressive Casualty Insurance Company, a/s/o of Karina Madson, with regard to Matter No. 2018-6828, and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to "Progressive Casualty Insurance Company a/s/o Karina Madson", in the amount of \$12,421.51; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 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

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

9

## Town of Oyster Bay Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET

**FROM** : Office of the Town Attorney

**DATE** : August 13, 2019

**SUBJECT:** SETTLEMENT OF NEGLIGENCE CLAIM  
Claimant: Progressive Casualty Insurance Co. a/s/o  
Karina Madson v. Town of Oyster Bay  
Matter ID No.: 2018-6828

---

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

The above referenced claim arose as a result of an incident that occurred on March 4, 2019, at 6:39 a.m., on Henderson Road, near its intersection with East Gate Road, in the Incorporated Village of Massapequa Park. The insured's vehicle was a 2017 Jaguar XF Prestige 30.1 (New York State License Plate: "WLTHMGR"). The Jaguar was parked legally and was unoccupied at the time of the incident. A Town of Oyster Bay dump truck attempted to back up while turning onto Henderson Road. The driver failed to notice the Jaguar, which was parked on his left and behind him. The right rear area of the town dump truck collided with the left front area of the Jaguar. Consequently, the Jaguar sustained extensive damage to the left front quarter panel, the driver side mirror, driver's side door frame and trim. The amount of damage done to the Jaguar totaled \$12,421.51, including body work, part replacement, repainting, refinishing, parts, labor and substitute vehicle rental. A Nassau County Police Department Accident Report, and a Town of Oyster Bay Division of Highways Operators Accident Report were prepared in conjunction with the incident. Both reports confirm the events described herein.

Because of the liability scenario, this matter cannot be settled for an amount lower than the total claim of \$12,421.51. It is this Office's opinion that this settlement is just, reasonable, and in the best interests of the Town, because liability on the part of the Town is clear. New York State Vehicle & Traffic Law, Sections 1211(a), and 1211(b) imposes duty of care upon all drivers to exercise caution when backing up any vehicles. Here, the Town driver attempted to turn and back up simultaneously, leaving himself blind on his right side.

We have attached a resolution authorizing payment of \$12,421.51, together with a copy of the General Release executed by Claimant, Progressive Casualty Insurance Company a/s/o Karina Madson. Additionally, we have attached a copy of the body shop estimate, and the claim payment detail sheets. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 602 0000 000.

JOSEPH NOCELLA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:kah  
Attachments  
cc: Town Attorney (w/9 copies)



## General Release

BE IT KNOWN, that Progressive Casualty Ins. Company a/s/o  
Karina Madson  
Claim Number 18-1745411

REC'D TOWN ATTORNEY  
19 AUG 05 PM 12:59

as RELEASOR(S),

A corporation organized under the laws of the State of New York

in consideration of the sum of

TWELVE THOUSAND FOUR HUNDRED TWENTY ONE--51/100 --dollars. \$ 12,421.51

received from THE TOWN OF OYSTER BAY as RELEASEE,

the receipt of which is hereby acknowledged, releases and forever discharges

the RELEASEE, its officers, employees, agents, successors and assigns,

of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the RELEASOR, its successors, assigns, heirs, executors, and administrators ever had, now have, or hereafter may have, against the RELEASEE, by reason of any matter, cause, or thing whatsoever, from the beginning of time to the date of this release.

It is further understood and agreed that this document contains the entire contents and terms of the settlement being entered into.

Progressive Casualty Insurance Company  
Company Name

Aun Ashworth Subrogation Specialist [Signature] 7/30/2019  
By: (name and title) Signature Date

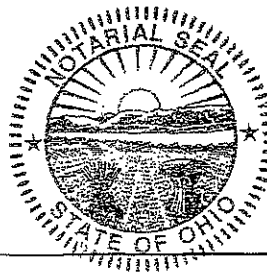
### ACKNOWLEDGMENT

State of Ohio, County of Cuyahoga ss.:

On this 30 day of July, 2019, before me, the undersigned personally appeared

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

[Signature]  
(signature and office of individual taking acknowledgment)



CARMEN DAVILA  
Notary Public State of Ohio  
Recorded in  
Cuyahoga County  
My commission expires:  
September 11, 2021

Received Date: 07/15/2019

2018-6828

In the Matter of the Claim of

Progressive Casualty Insurance Company a/s/o MADSON, KARINA

(Claimant's Name)

-against-

TOWN OF OYSTER BAY

TO: Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, New York 11771  
Attention: Town Clerk

PLEASE TAKE NOTICE, that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name, mailing address and phone number of each claimant and claimant's attorney is:

Progressive Casualty Insurance Company a/s/o MADSON, KARINA

PO BOX 512929 LOS ANGELES, CA 90051 440-910-5505

2. The nature of the claim:

Our named insured's 2017 Jaguar XF was parked on Henderson Rd., when a Town of Oyster Bay, plate number AM8739, was began backing on Henderson Rd. and struck and damaged our insured's parked vehicle. The driver, Anthony Prisco, is the proximate cause of this accident due to failure to maintain proper lookout.

3. The date/time when, the place where and the manner in which the claim arose:

07-31-18 AT 6:39 AM  
HENDERSON RD / EAST GATE RD

4. The items of damage or injuries claimed are (do not state dollar amounts):

17 JAGUAR XF - LEFT DOOR

The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated:

CHAS WOODFORD

Claimant's Name

Claimant's Signature

Attorney(s) for Claimant(s)  
Office and Post Office Address, Telephone Number

Original to TA  
10/17/18

# PROGRESSIVE

Payment Address  
24344 Network Place  
Chicago, IL 60673-1243

Document Address  
P.O. Box 512929  
Los Angeles, CA 90051  
Phone: (877)818-0139  
Fax: (888) 781-6947

## Notice of Intent to File Claim

9/10/2018 2:24:00 PM

Certified Mail 91 7199 9991 7039 2595 7816 Return Receipt Requested

TOWN OF OYSTER BAY  
TOWN CLERK  
54 AUDREY AVENUE  
OYSTER BAY NEW YORK 11771

Your Client: PRISCO, ANTHONY  
Your Claim Number:N/A  
Our Insured:MADSON, KARINA  
Our Claim Number:18-1745411  
Amount Subject to Reimbursement:12,280.13  
Amount of Insured's Deductible:1,000.00

IN ADDITION, THERE IS OUT OF POCKET RENTAL  
FOR \$141.38. PLEASE REIMBURSE OUR INSURED DIRECTLY  
\*\*\*\*\*

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.


Location of Loss: HENDERSON RD IN OYSTER BAY  
Date and Time of Loss:07-31-18 AT 6:39 AM

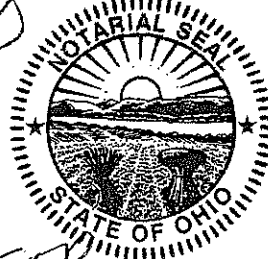
Description of Loss: Our named insured's 2017 Jaguar XF was parked on Henderson Rd., when a Town of Oyster Bay, plate number AM8739, was began backing on Henderson Rd. and struck and damaged our insured's parked vehicle. The driver, Anthony Prisco, is the proximate cause of this accident due to failure to maintain proper lookout.

Please make your draft payable to" Progressive Casualty Insurance Company as subrogee of MADSON, KARINA ", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. I have diaried my file ahead fifteen (15) days. Thank you for your anticipated, prompt attention to this matter.

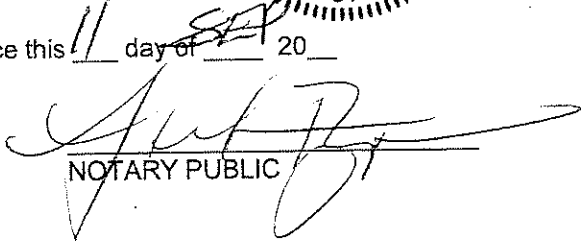
X

  
Christopher Woolfolk  
Subrogation Representative  
Progressive Casualty Insurance Company  
Tel. 440-910-5505  
Fax. 888-781-6947  
Email: [Christopher.Woolfolk@progressive.com](mailto:Christopher.Woolfolk@progressive.com)



  
SHADAE BUMPERS  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 3/6/19

Sworn to me and subscribed in my presence this 11 day of SEP 2018

  
NOTARY PUBLIC

INDIVIDUAL VERIFICATION

State of New York, County of \_\_\_\_\_

ss.:

\_\_\_\_\_  
Claimant's Name

being duly sworn, deposes and says that the deponent is the claimant in the within action; that he/she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

\_\_\_\_\_  
Claimant's Name

\_\_\_\_\_  
Claimant's Signature

Sworn to before me this  
day of \_\_\_\_\_, 20

\_\_\_\_\_  
NOTARY PUBLIC

CORPORATE VERIFICATION

State of New York, County of Cuyahoga

ss.:

Name of Claimant's Representative \_\_\_\_\_

being duly sworn, deposes and says that the deponent is the corporate claimant named in the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof, and that the same is true for deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

CHRIS WOOLK - R  
Name and Title of Claimant's Representative

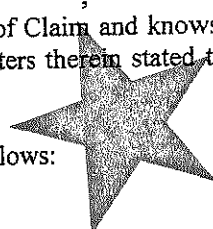
Chris Woolfolk  
Signature of Claimant's Representative

Sworn to before me this  
day of \_\_\_\_\_, 20

\_\_\_\_\_  
NOTARY PUBLIC



SHADAE BUMPERS  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 3/6/19



## Claim Payment Detail ( 18-1745411 )

## Payment Information

Disbursement Number: 349494458  
Draft Number: 2022514019  
Pay to the Order of: FINAL TOUCH AUTO COLLISION  
Mailing Address: 3586 MERRICK RD  
SEAFORD, NY 11783-2807 USA  
In Payment Of: Progressive Invoice Number: 49908315

Total Amount: \$10,227.89  
Invoice Number: 49908315

## Reviewed Summary

Issuing Rep: A095811  
Issue Date: 08-20-18  
Last Updated Rep: A095811

Approved By:  
Review Date:  
Reviewed By:

## Bank Information

Type: Loss  
Stop Reason:  
Stop Date:

Bank Code: 1CD  
Cleared: 08-30-18

## Exposure Detail: COLL

Party Name: MADSON, CHRISTOPHER  
Property Description: 17 JAGUAR XF  
Payment Type: FINAL PAYMENT

Amount Paid: \$10,227.89  
Deductible Taken: \$1,000.00  
Property Damage: \$0.00  
Rental: \$0.00



## Claim Payment Detail ( 18-1745411 )

## Payment Information

<b>Disbursement Number:</b>	775593618	<b>Total Amount:</b>	\$1,052.24
<b>EFT Trace Number:</b>	713200631	<b>Invoice Number:</b>	50121784
<b>Pay to the Order of:</b>	ENTERPRISE RENT A CAR CO		
<b>Mailing Address:</b>	PO BOX 795110 SAINT LOUIS, MO 63179 USA		
<b>In Payment Of:</b>	Progressive Invoice Number: 50121784		

## Reviewed Summary

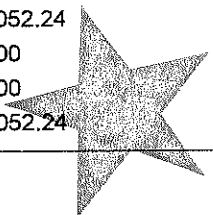
<b>Issuing Rep:</b>	A093836	<b>Approved By:</b>	
<b>Issue Date:</b>	09-05-18	<b>Review Date:</b>	
<b>Last Updated Rep:</b>	A093836	<b>Reviewed By:</b>	

## Bank Information

<b>Type:</b>	Loss	<b>Bank Code:</b>	CTB
<b>Stop Reason:</b>		<b>Cleared:</b>	09-06-18
<b>Stop Date:</b>			

## Exposure Detail: RENTAL

<b>Party Name:</b>	MADSON, CHRISTOPHER	<b>Amount Paid:</b>	\$1,052.24
<b>Property Description:</b>	17 JAGUAR XF	<b>Deductible Taken:</b>	\$0.00
<b>Payment Type:</b>	FINAL PAYMENT	<b>Property Damage:</b>	\$0.00
		<b>Rental:</b>	\$1,052.24





Rental Company: ENTERPRISE RENT-A-CAR  
Invoice: D242411-24A2  
Alternate Invoice Number: 32FRWX

Bill To: PRO24CA  
PROGRESSIVE  
ATTN: R-JALEE WATKINS  
ONE EXECUTIVE BLVD - SUITE 350  
YONKERS, NY 10701

**RENTER INFORMATION:**  
Renter: MADSON, CHRISTOPHER

**RENTAL INFORMATION:**  
Rental Branch Location:  
ENTERPRISE RENT-A-CAR (24A2)  
2900 MERRICK RD  
BELLMORE, NY 117101526  
(516) 221-6300

**ADDITIONAL CLAIM INFORMATION:**

Claim Number :18-1745411  
Claim Type: Insured  
Vehicle Condition: Non-Driveable  
Date Of Loss:  
Insured Name:  
Owner's Vehicle: 2017 JAGUAR  
Additional Driver:

**Repair Facility:**  
FINAL TOUCH AUTO BODY  
SEAFORD, NY 11783  
(516) 221-7611

**RENTAL DETAIL:**

Rental Period: 8/1/18 to 8/23/18 (23 days)  
Billed Period: 8/1/18 to 8/23/18 (23 days)

Products and Services	Rate	Amount
3 TIME & DISTANCE	75.00	\$225.00
3 TIME & DISTANCE	47.99	\$143.97
17 TIME & DISTANCE	36.99	\$628.83
1 REFUELING CHARGE	0.00	\$0.00
<b>Taxes and Surcharges</b>		
1 CAR RENTAL SALES TAX	11.00%	\$109.76
1 SALES TAX	8.62%	\$86.06
<b>Total Charges:</b>		<b>\$1,193.62</b>
<b>Less Amount Received:</b>		<b>\$141.38</b>
<b>Total Amount Due:</b>		<b>\$1,052.24</b>

**VEHICLES RENTED:**

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
8/1/18 5:59 PM	2019	BMW	740I	WBA7E4C53KGV28542	1162	1327	165	\$75.00
8/4/18 12:00 AM	2017	JEEP	WRAN	1C4GJWAGXHL606491	26000	26230	230	\$47.99
8/7/18 12:00 AM	2018	CHEV	COLC	1GCGTCEN8J1284811	4013	4579	566	\$36.99

## Rental Invoice

Please Return This Portion with Remittance

**Make Payment To:**  
ENTERPRISE RENT-A-CAR  
P.O. BOX 840086  
KANSAS CITY, MO 64184-0086  
Federal ID: 43-0724835

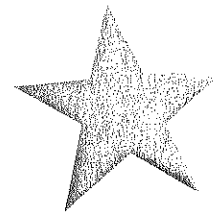
**Total Charges:** \$1,193.62  
**Less Amount Received:** \$141.38  
**Total Amount Due.....** **\$1,052.24**

Please include on your check:

<https://www.armsweb.com/armsweb/closedcustomerfile.do>

9/10/2018

Invoice: D242411-24A2



<https://www.armsweb.com/armsweb/closedcustomerfile.do>

9/10/2018

PROGRESSIVE

1 CORPORATE DRIVE SUITE 201, BOHEMIA, NY 11716  
(718) 608-4167

TRACK YOUR CLAIM AND VIEW YOUR ESTIMATE ONLINE AT PROGRESSIVE.COM

PLEASE CONTACT DOMINICK NOSWORTHY (718) 608-4167 FOR ANY QUESTIONS  
REGARDING THE ESTIMATE

Damage Assessed By: DOM NOSWORTHY IA1359780      Claim Rep: R-Jalee Watkins  
(914) 233-1785

Classification:

\* Product Type: Auto  
\* Date of Loss: 7/31/2018  
\* Deductible: 1,000.00  
\* Claim Number: 18-1745411-01

Insured: KARINA MADSON  
Owner: CHRISTOPHER MADSON  
Address: 9 HENDERSON RD, MASSAPEQUA PARK, NY 11762  
Telephone: Home Phone: [REDACTED]      Contact Phone: (516) 459-4255

Mitchell Service: 911834

Description: 2017 Jaguar XF Prestige  
Body Style: 4D Sed  
VIN: SAJBK4BV9HCY41751  
Mileage: 27,625  
OEM/ALT: A  
Color: .Polaris White  
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING  
REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN  
AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC  
POWER PASSENGER SEAT, FRONT SIDE AIRBAG WITH HEAD PROTECTION  
PREMIUM SOUND SYSTEM, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, ALUM/ALLOY WHEELS  
REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT, ANTI-THEFT SYSTEM  
NAVIGATION SYSTEM, AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY, HARD DRIVE  
HD RADIO, HIGH INTENSITY DISCHARGE HEADLIGHTS, LEATHER STEERING WHEEL  
POWER ADJUSTABLE EXTERIOR MIRROR, SUNROOF/MOONROOF, AUTO AIR CONDITION  
TRIP COMPUTER, FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS  
UNIVERSAL GARAGE DOOR OPENER, ALL WHEEL DRIVE, SIDE AIRBAGS  
AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION  
INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR  
REMOTE DECKLID OR TAILGATE RELEASE, MP3 PLAYER, HEATED STEERING WHEEL  
DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT  
ELECTRONIC PARKING AID, ELECTRONIC STABILITY CONTROL, EXTERIOR MEMORY MIRRORS  
FRONT HEATED SEATS, FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM  
POWER FOLDING EXTERIOR MIRRORS, RAIN SENSING WIPERS, REAR BENCH SEAT  
SMART KEY SYSTEM, STEERING WHEEL AUDIO CONTROLS

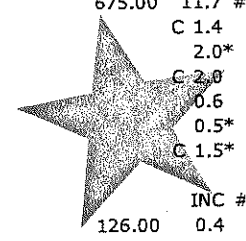
Drive Train: 3.0L Superchg Inj 6 Cyl 8A AWD  
License: WLTHMNGR NY  
Search Code: NASSAU1

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<b>Front Bumper</b>							
1	100685	BDY	REMOVE/INSTALL	Frt Bumper Cover			1.2
<b>Front Lamps</b>							
2	100036	BDY	CHECK/ADJUST	Headlamps			0.4
3	100034	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.3 #
4	100035	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.3 #

ESTIMATE RECALL NUMBER: 08/07/2018 14:20:57 18-1745411-01  
Mitchell Data Version: OEM: JUN\_18\_V0803  
MAPP:JUN\_18\_V080:Copyright (C) 1994 - 2018 Mitchell International  
Software Version: 7.1.228 All Rights Reserved

Date: 8/ 7/2018 02:30 PM  
Estimate ID: 18-1745411-01  
Estimate Version: 0  
Committed  
Profile ID: \* NsauCty AllPartTyp

			<u>Hood</u>				
5	100174	BDY	REPAIR	Hood Panel (Alum)	Existing		1.0*
6		REF	REFINISH/REPAIR	Hood Panel (Alum)			C 2.3*
7				MODIFIED REFINISH WITH FULL CLEAR COAT			
			<u>Front Fender</u>				
8	100632	BDY	REPAIR	L Fender Panel (Alum)	Existing		1.0*#
9		REF	REFINISH/REPAIR	L Fender Panel (Alum)			C 1.6*
10				MODIFIED REFINISH WITH FULL CLEAR COAT			
11	100644	BDY	REMOVE/INSTALL	L Fender Liner	Existing		0.4 r
12	101789	BDY	REMOVE/INSTALL	L Vent Finisher			0.3 #
13	101976	BDY	REMOVE/INSTALL	L Fender Mudguard			0.2
			<u>Windshield</u>				
14	101748	GLS	REMOVE/INSTALL	Windshield			3.9 #
15	103214	BDY	REMOVE/INSTALL	L Windshield Midg			INC
16	101758	BDY	REMOVE/INSTALL	L W/Shield Pillar Garnish	Existing		INC r
			<u>Cowl &amp; Dash</u>				
17	101212	BDY	REMOVE/INSTALL	Cowl Top Panel			INC #
			<u>Instrument Panel</u>				
18	100596	MCH	REMOVE/INSTALL	Instrument Panel Assy -M			6.0
			<u>Front Door</u>				
19	101167	BDY	REMOVE/REPLACE	L Frt Door Shell	T2H4139	875.00	6.6 #
20		MCH	REMOVE/REPLACE	L Frt Add To R&I/R&R Side Air Bag Sensor			0.4
21		REF	REFINISH	L Frt Door Outside			C 2.3
22		REF	REFINISH	L Frt Add For Jambs & Interior			C 1.0
23	102463	BDY	REMOVE/REPLACE	L Frt Door Mirror Housing	T2H9698	800.00	1.0 #
24		BDY	REMOVE/INSTALL	L Frt Door Window Frame Moulding			INC #
25	102469	BDY	REMOVE/REPLACE	L Frt Door Mirror Glass	ORDER FROM DEALER	318.00	INC #
26	100769	BDY	REMOVE/REPLACE	L Frt Door Mirror Cover	C2Z4413	83.75	INC #
27		REF	REFINISH	L Frt Mirror Cover			C 0.5
28	100771	BDY	REMOVE/REPLACE	L Frt Otr Door Belt Moulding	T2H5301	101.50	INC
29	100773	BDY	REMOVE/REPLACE	L Frt Door Upper Moulding	T2H4391	111.00	INC
30	100775	BDY	REMOVE/REPLACE	L Frt Otr Door Reveal Moulding	T2H31452	59.00	INC
31	100779	BDY	REMOVE/REPLACE	L Frt Door Trim Panel Assy	T2H9859	1,625.00	0.6
32	100503	BDY	REMOVE/REPLACE	L Frt Door Frame Moulding	T2H4382	85.25	INC #
33		BDY	REMOVE/INSTALL	L Frt Door Trim Panel			INC
34	100852	BDY	REMOVE/INSTALL	L Frt Up Door Hinge	Existing		0.3 #r
35		BDY	REMOVE/INSTALL	L Frt Door Assembly			INC
36	100854	BDY	REMOVE/INSTALL	L Frt Lwr Door Hinge	Existing		0.3 #r
37	100864	BDY	REMOVE/REPLACE	L Frt Door Weatherstrip	T2H1223	115.50	INC
38	100866	BDY	REMOVE/REPLACE	L Frt Door Insulator	T2H1318	58.75	INC
39	100868	GLS	REMOVE/REPLACE	L Frt Door Moveable Glass	T2H1151	224.50	INC #
			<u>Rear Door</u>				
40	100887	BDY	REPAIR	L Rear Door Shell	Existing		1.5*
41		REF	REFINISH	L Rear Door Outside			C 2.0
42	100890	BDY	REMOVE/INSTALL	L Rear Otr Door Glass Reveal Moulding			0.3
43	100894	BDY	REMOVE/REPLACE	L Rear Otr Door Belt Moulding	T2H24359	95.25	0.3
44	100900	BDY	REMOVE/INSTALL	L Rear Door Rear Moulding	Existing		0.3 #r
45	100210	BDY	REMOVE/INSTALL	L Rear Door Trim Panel			0.4
46	100528	BDY	REMOVE/INSTALL	L Rear Up Door Weatherstrip	Existing		0.4 r
			<u>Roof</u>				
47	100622	BDY	REMOVE/INSTALL	L Roof Moulding			0.4
48	101426	BDY	REMOVE/INSTALL	Roof Headliner			3.8
			<u>Side Body</u>				
49	100443	BDY	REMOVE/REPLACE	L Cowl/Dash Hinge Pillar (Alum)	T2H11518	675.00	11.7 #
50		REF	REFINISH	L Hinge Pillar			C 1.4
51	100425	BDY	REPAIR	L Quarter Outer Panel Assy (Alum/Steel)	Existing		2.0*
52		REF	REFINISH	L Quarter Panel Outside			C 2.0
53	100630	BDY	REMOVE/INSTALL	L Lwr Sill Moulding			0.6
54	100418	BDY	REPAIR	L Lwr Rocker Sill Moulding	Existing		0.5*
55		REF	REFINISH/REPAIR	L Lwr Rocker Sill Moulding			C 1.5*
56				MODIFIED REFINISH WITH FULL CLEAR COAT			
57	100324	BDY	REMOVE/INSTALL	L Cowl/Dash Trim Panel	Existing		INC #r
58	101040	BDY	REMOVE/REPLACE	L Frt Door Opening Weatherstrip	T2H1224	126.00	0.4
59	100342	BDY	REMOVE/INSTALL	L Frt Rocker Scuff Plate	Existing		INC r



ESTIMATE RECALL NUMBER: 08/07/2018 14:20:57 18-1745411-01

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Page 2 of 6

Software Version: 7.1.228

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60	101447	BDY	REMOVE/INSTALL	L Rear Combination Lamp			
				<u>Rear Bumper</u>			
61	101439	BDY	REMOVE/INSTALL	Rear Bumper Cover			1.4
				<u>Additional Costs &amp; Materials</u>			
62	936001		ADD'L COST	Towing		325.00	*
				<u>Special/Manual Entry</u>			
63	900500	FRM*	REPAIR	SET-UP & MEASURE	Existing	2.0*	
64	900500	FRM*	REPAIR	PULL TIME/CORRECT UNIBODY MISALIGNMENT	Existing	2.0*	
65	900500	MCH*	ADD'L LABOR OP	PRE/POST SCAN	Existing	2.0*	
66	900500	MCH*	ADD'L LABOR OP	D&R BATTERY - RESET ELECTRONICS	Existing	0.5*	
67	900500	BDY*	REPAIR	COLOR SAND & BUFF	Sublet	1.5*	
68				RESTORE SMOOTH HIGH GLOSS REFINISH			
69	900500	BDY*	REPAIR	COVER CAR FOR OVERSPRAY	Sublet	5.00	* 0.3*
70	900500	BDY*	REPAIR	COVER CAR FOR OVERSPRAY	Sublet	5.00	* 1.1*
71				MASK JAMBS			
72	900500	BDY*	REPAIR	RUSTPROOFING/ANTI-CORROSION COMPOUND	-Sublet	9.95	* 0.1*
73	900500	BDY*	REMOVE/REPLACE	FLEX ADDITIVE 1 PANEL	Sublet	6.95	* 0.0*
				<u>Additional Operations</u>			
74		REF	ADD'L OPR	Clear Coat			3.5
				<u>Special/Manual Entry</u>			
75	900500	BDY*	REPAIR	GLASS CLEAN-UP	Existing	1.0*	
76	900500	GLS*	ADD'L LABOR OP	REAR WINDSHIELD	Existing	0.5*	
				<u>Additional Costs &amp; Materials</u>			
77			ADD'L COST	Paint/Materials		771.78	*
78			ADD'L COST	Hazardous Waste Disposal		5.00	*

\* - Judgment Item  
# - Labor Note Applies  
C - Included in Clear Coat Calc  
r - CEG R&R Time Used For This Labor Operation

Remarks

This is not an authorization to repair  
Left Copy of est w/shop  
Designated Representative- nick  
Agreed Price- y  
Veh Condition- good

"All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep."

"PURSUANT TO SECTION 2610 OF THE INSURANCE LAW, AN INSURANCE COMPANY CANNOT REQUIRE THAT REPAIRS BE MADE TO A MOTOR VEHICLE IN A PARTICULAR PLACE OR REPAIR SHOP. YOU HAVE THE RIGHT TO HAVE YOUR VEHICLE REPAIRED IN THE SHOP OF YOUR CHOICE".



Estimate Totals

I. Labor Subtotals		Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary		Amount
Body		42.2	50.00	0.00	19.95	2,129.95 T	Taxable Parts		5,360.45
Refinish		18.1	50.00	0.00	0.00	905.00 T	Sales Tax	@ 8.625%	462.34
Glass		4.4	50.00	0.00	0.00	220.00 T	Total Replacement Parts Amount		5,822.79
Frame		4.0	50.00	0.00	0.00	200.00 T			
Mechanical		8.9	50.00	0.00	0.00	445.00 T			
Taxable Labor						3,899.95			
Labor Tax				@ 8.625 %		336.37			
Labor Summary		77.6				4,236.32			

III. Additional Costs				Amount	IV. Adjustments		Amount
Taxable Costs				776.78	Insurance Deductible		1,000.00-
Sales Tax		@	8.625%	67.00	Customer Responsibility		1,000.00-
Non-Taxable Costs				325.00			
Total Additional Costs				1,168.78			
Paint Material Method: RMC							

I.	Total Labor:	4,236.32
II.	Total Replacement Parts:	5,822.79
III.	Total Additional Costs:	1,168.78
	Gross Total:	11,227.89
IV.	Total Adjustments:	1,000.00-
	Net Total:	10,227.89

Point(s) of Impact  
9 Left Side (P)

Inspection Site: FINAL TOUCH AUTO COLLISION, INC  
Address: 3586 MERRICK RD  
SEAFORD, NY 11783  
(516) 221-7611  
Inspection Date: 8/ 7/2018

Body Shop: FINAL TOUCH AUTO COLLISION  
Address: 3586 MERRICK RD  
SEAFORD, NY 11783  
Telephone: (516) 221-7611  
State Lic. No: 7117814

This is a damage assessment only - Not an authorization to repair-  
based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount  
shown includes time or allowance for measuring before, during and  
after those repairs.

The owner of the vehicle may select the repair facility of his/her  
choice.

To ensure proper and prompt payment for additional damage discovered  
during the course of repairs, contact Progressive for supplement  
handling procedures.

Progressive honors the prevailing labor market rate in your area for  
your property. If you choose a shop that charges in excess of the  
prevailing labor market rates, you will be responsible for the  
difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return  
your vehicle to its pre-loss condition with proper installation.  
After repair, if any sheet metal or plastic body part included in the  
estimate fails to return your vehicle to its pre-loss condition  
(assuming proper installation), in terms of form, fit, finish,  
durability or functionality, Progressive will arrange and pay for the  
replacement of the part, to the extent not covered by a  
manufacturer's or other warranty. This service will be performed at  
no cost to you (including associated repair and rental car costs). To  
obtain service under this Guarantee, call Progressive at  
1-800-274-4641. This Guarantee applies as long as you own or lease  
the vehicle. This Guarantee is not transferable and terminates if you  
sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused  
by improper maintenance, neglect, abuse or subsequent accident. This  
guarantee is limited to arranging for the selection of repair parts  
that will return your vehicle to its pre-loss condition. Accordingly,  
Progressive will not be liable for any indirect, incidental or  
consequential damages that result from the installation or use of  
these parts.

#### Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original  
equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment  
manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer  
replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM  
parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess  
inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for  
various reasons.

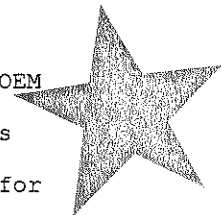
Repair shop's authorized representative's signature indicating

ESTIMATE RECALL NUMBER: 08/07/2018 14:20:57 18-1745411-01

Mitchell Data Version: OEM: JUN\_18\_V0803

Software Version: 7.1.228 MAPP:JUN\_18\_V0803 Copyright (C) 1994 - 2018 Mitchell International  
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Page 5 of 6





Date: 8/ 7/2018 02:30 PM  
Estimate ID: 18-1745411-01  
Estimate Version: 0  
Committed  
Profile ID: \* NsauCty AllPartTyp

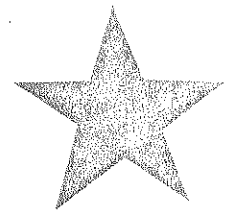
agreement on cost to return the vehicle to pre-loss condition  
including tow/storage charges:

Shop Signature: \_\_\_\_\_ Est. completion Date: \_\_\_\_\_

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation."

Event Log

File Created:	08/06/2018 05:30:17 PM
Estimate Started:	08/07/2018 12:07:01 PM
Estimate Printed:	08/07/2018 01:37:26 PM
Estimate Committed:	08/07/2018 02:20:57 PM
Estimate Uploaded:	08/07/2018 02:30:27 PM



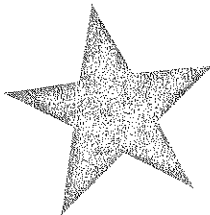
PROGRESSIVE  
1 CORPORATE DRIVE SUITE 201, BOHEMIA, NY 11716  
REFINISH MATERIALS CALCULATION REPORT

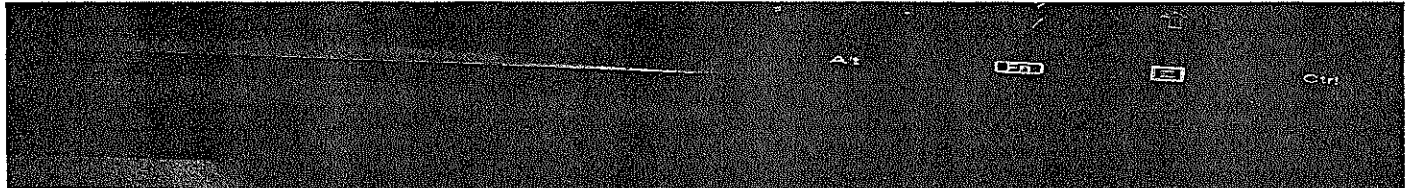
MADSON, KARINA  
9 HENDERSON RD  
MASSAPEQUA PARK, NY 11762  
[REDACTED]

License: WLTHMNGR  
Vehicle: 2017 Jaguar  
Estimate ID: 18-1745411-01  
Repair Order: 0

Paint Code 1 1AA Polaris White Color & Clear Solventborne

	Units	\$/Per	Cost
Refinishing			
Paint Code 1 Time Less Overlap:	14.60		771.78
Paint Code 2 Time Less Overlap:	0.00		0.00
Blend 1 Time:	0.00		0.00
Blend 2 Time:	0.00		0.00
Buffing/Polishing:	0.00	8.46	0.00
Additional Refinishing Materials:			0.00
Refinishing Materials Subtotal:			771.78
Bodywork			
Metal Materials:	0.00	6.76	0.00
Fiberglass Materials:	0.00	10.98	0.00
Plastic 'Flex' Materials:	0.00	21.43	0.00
Additional Bodywork Materials:			0.00
Body Materials Subtotal:			0.00
Adjustment:		0.00 %	0.00
GRAND TOTAL:			771.78



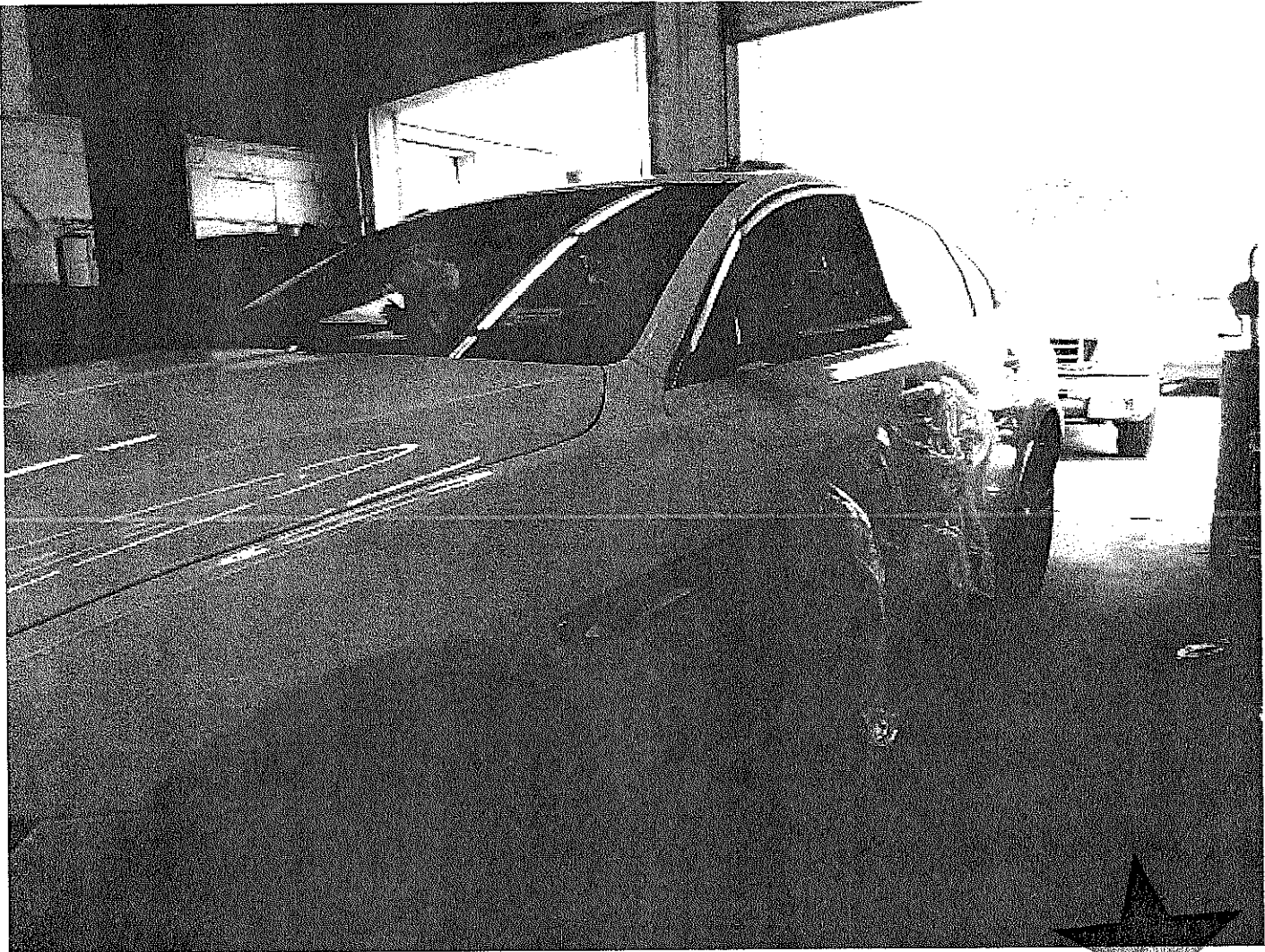


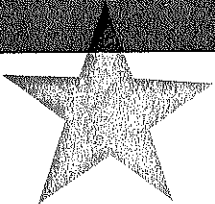
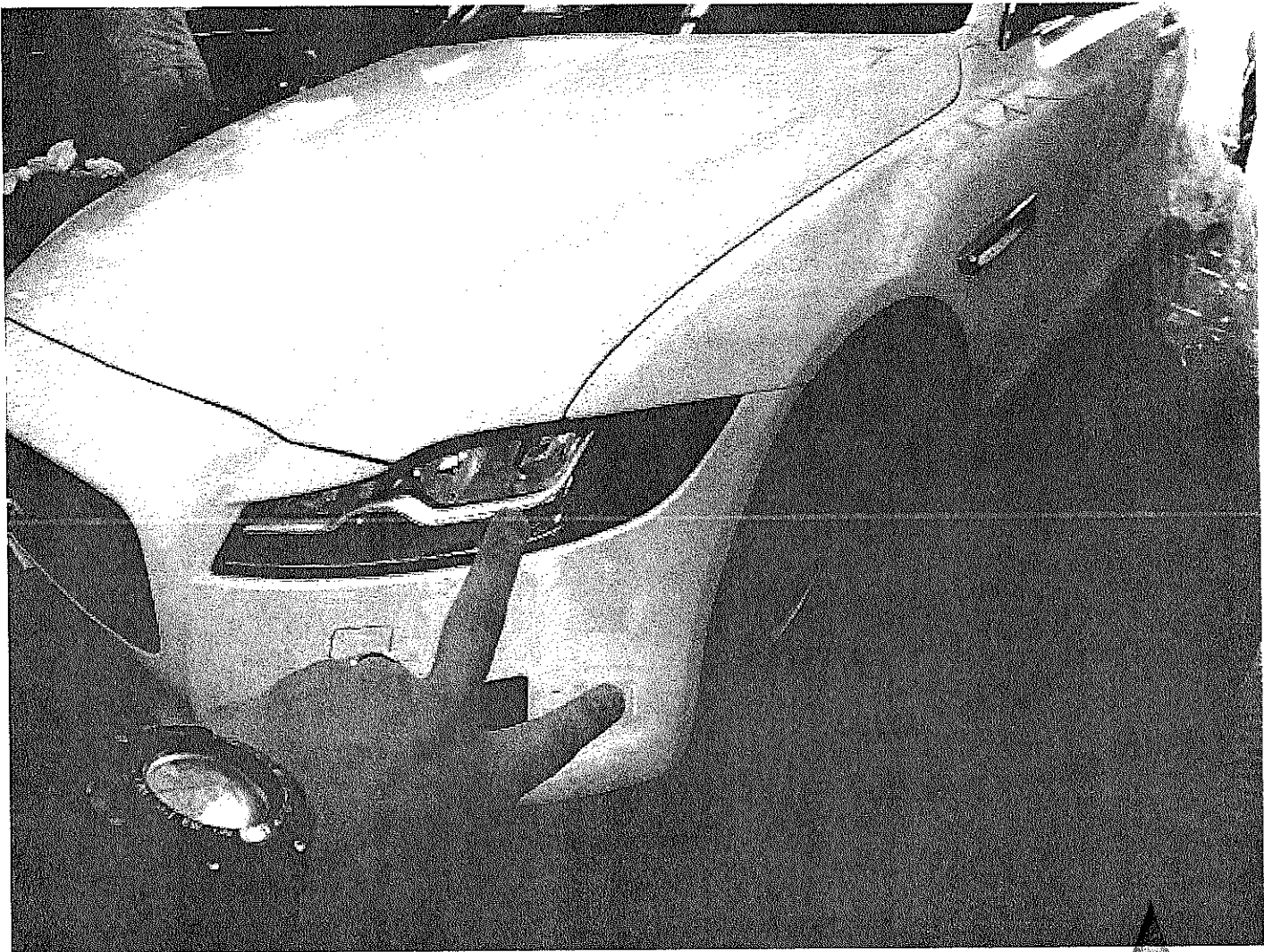
Page 1 of 2 Pages

NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES  
**POLICE ACCIDENT REPORT**  
MV-104A (6/04)

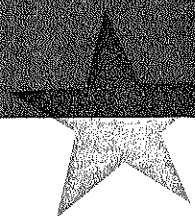
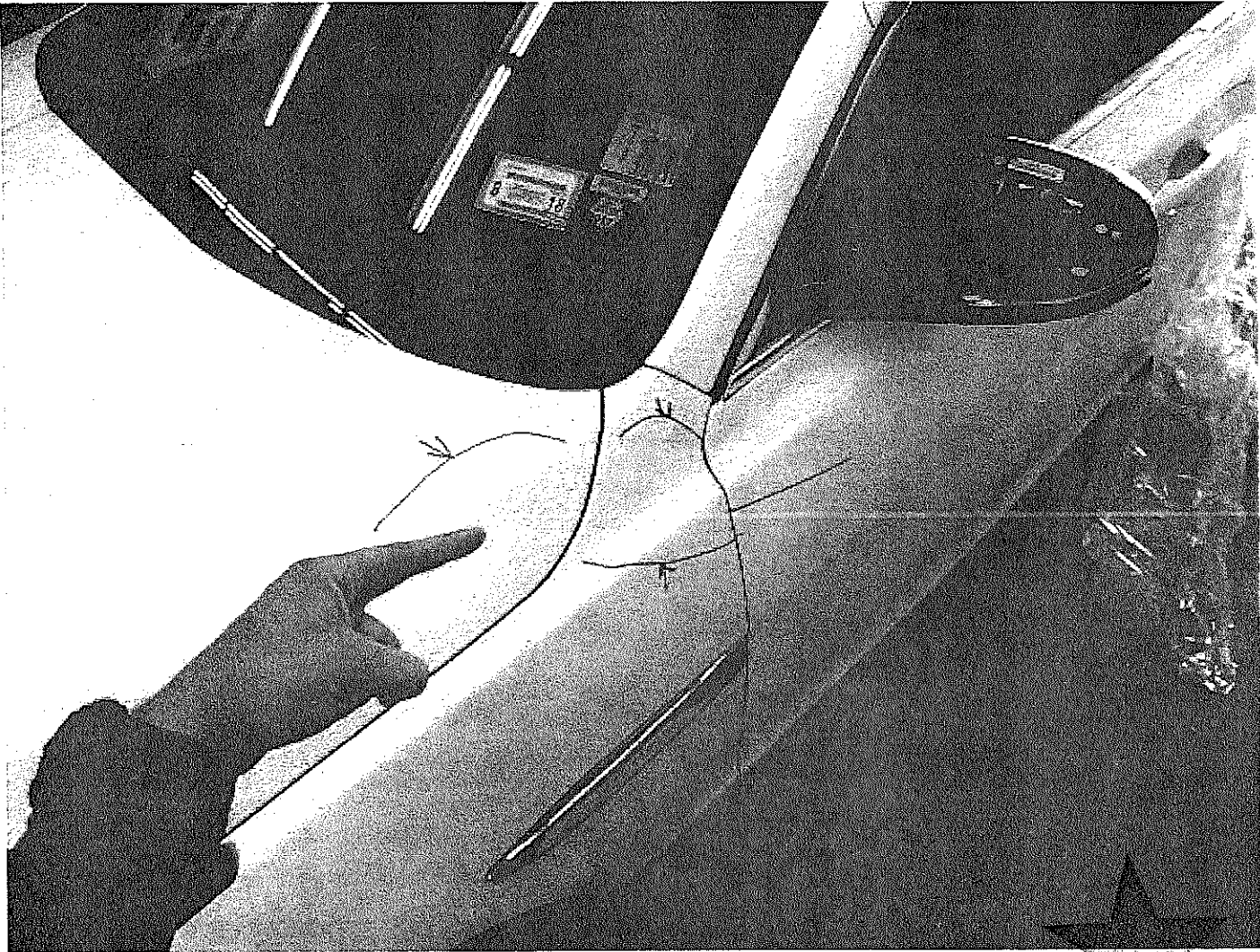
**AMENDED REPORT**

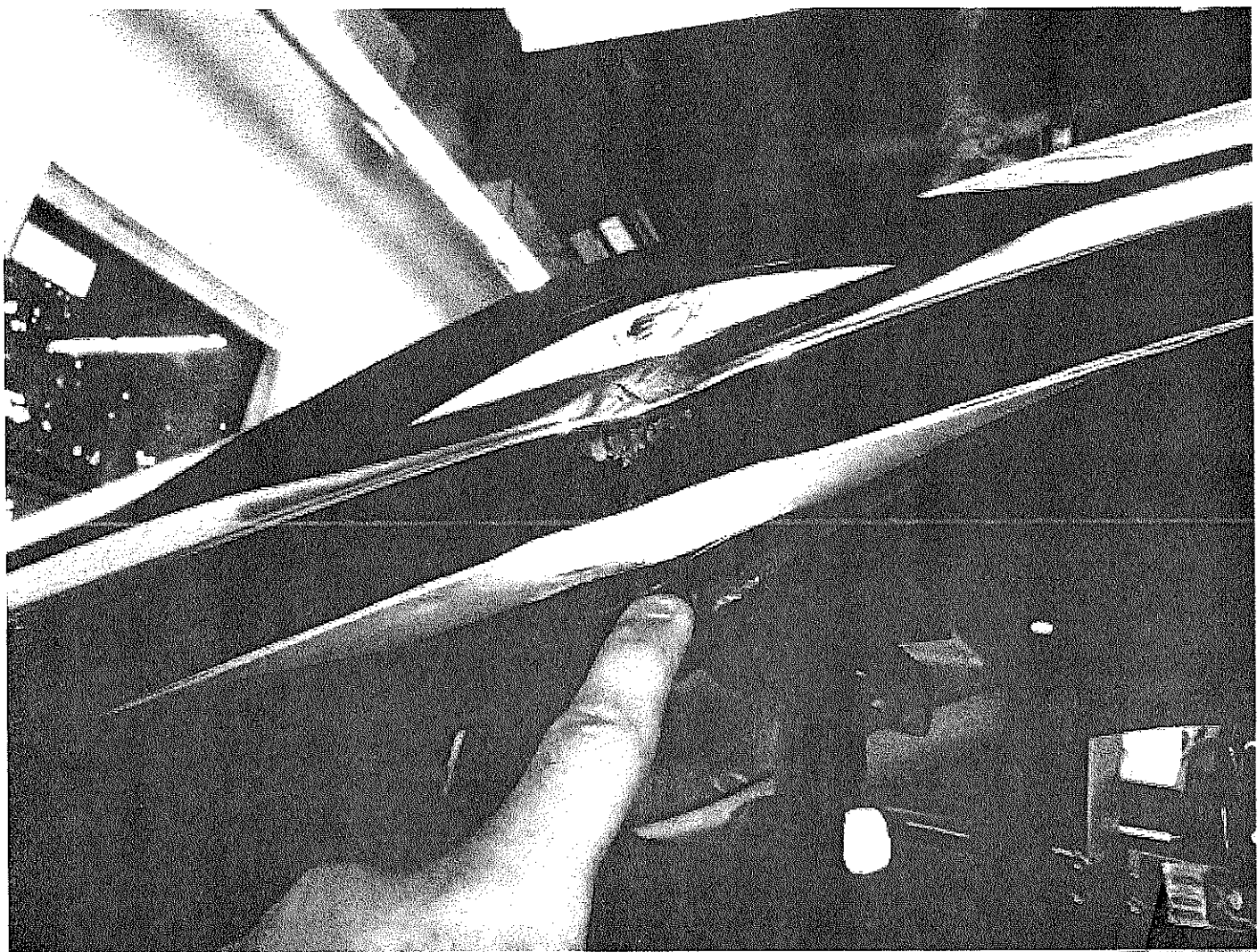
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14. VEHICLE 1 TYPE PASSENGER	15. VEHICLE 1 MAKE FORD	16. VEHICLE 1 MODEL FORD	17. VEHICLE 1 YEAR 2000	18. VEHICLE 1 COLOR BLACK	19. VEHICLE 1 VIN 1F3P30A000000000000	20. VEHICLE 1 LICENSE NO. 123456789	21. VEHICLE 1 LICENSE STATE NY	22. VEHICLE 1 DRIVER NAME JOHN DOE	23. VEHICLE 1 DRIVER ADDRESS 123456789	24. VEHICLE 1 DRIVER CITY NEW YORK	25. VEHICLE 1 DRIVER STATE NY	26. VEHICLE 1 DRIVER ZIP 10001
27. VEHICLE 2 TYPE PASSENGER	28. VEHICLE 2 MAKE FORD	29. VEHICLE 2 MODEL FORD	30. VEHICLE 2 YEAR 2000	31. VEHICLE 2 COLOR BLACK	32. VEHICLE 2 VIN 1F3P30A000000000000	33. VEHICLE 2 LICENSE NO. 123456789	34. VEHICLE 2 LICENSE STATE NY	35. VEHICLE 2 DRIVER NAME JOHN DOE	36. VEHICLE 2 DRIVER ADDRESS 123456789	37. VEHICLE 2 DRIVER CITY NEW YORK	38. VEHICLE 2 DRIVER STATE NY	39. VEHICLE 2 DRIVER ZIP 10001
40. VEHICLE 3 TYPE PASSENGER	41. VEHICLE 3 MAKE FORD	42. VEHICLE 3 MODEL FORD	43. VEHICLE 3 YEAR 2000	44. VEHICLE 3 COLOR BLACK	45. VEHICLE 3 VIN 1F3P30A000000000000	46. VEHICLE 3 LICENSE NO. 123456789	47. VEHICLE 3 LICENSE STATE NY	48. VEHICLE 3 DRIVER NAME JOHN DOE	49. VEHICLE 3 DRIVER ADDRESS 123456789	50. VEHICLE 3 DRIVER CITY NEW YORK	51. VEHICLE 3 DRIVER STATE NY	52. VEHICLE 3 DRIVER ZIP 10001
53. VEHICLE 4 TYPE PASSENGER	54. VEHICLE 4 MAKE FORD	55. VEHICLE 4 MODEL FORD	56. VEHICLE 4 YEAR 2000	57. VEHICLE 4 COLOR BLACK	58. VEHICLE 4 VIN 1F3P30A000000000000	59. VEHICLE 4 LICENSE NO. 123456789	60. VEHICLE 4 LICENSE STATE NY	61. VEHICLE 4 DRIVER NAME JOHN DOE	62. VEHICLE 4 DRIVER ADDRESS 123456789	63. VEHICLE 4 DRIVER CITY NEW YORK	64. VEHICLE 4 DRIVER STATE NY	65. VEHICLE 4 DRIVER ZIP 10001
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352. VEHICLE 27 TYPE PASSENGER	353. VEHICLE 27 MAKE FORD	354. VEHICLE 27 MODEL FORD	355. VEHICLE 27 YEAR 2000	356. VEHICLE 27 COLOR BLACK	357. VEHICLE 27 VIN 1F3P30A000000000000	358. VEHICLE 27 LICENSE NO. 123456789	359. VEHICLE 27 LICENSE STATE NY	360. VEHICLE 27 DRIVER NAME JOHN DOE	361. VEHICLE 27 DRIVER ADDRESS 123456789	362. VEHICLE 27 DRIVER CITY NEW YORK	363. VEHICLE 27 DRIVER STATE NY	364. VEHICLE 27 DRIVER ZIP 10001
365. VEHICLE 28 TYPE PASSENGER	366. VEHICLE 28 MAKE FORD	367. VEHICLE 28 MODEL FORD	368. VEHICLE 28 YEAR 2000	369. VEHICLE 28 COLOR BLACK	370. VEHICLE 28 VIN 1F3P30A000000000000	371. VEHICLE 28 LICENSE NO. 123456789	372. VEHICLE 28 LICENSE STATE NY	373. VEHICLE 28 DRIVER NAME JOHN DOE	374. VEHICLE 28 DRIVER ADDRESS 123456789	375. VEHICLE 28 DRIVER CITY NEW YORK	376. VEHICLE 28 DRIVER STATE NY	377. VEHICLE 28 DRIVER ZIP 10001
378. VEHICLE 29 TYPE PASSENGER	379. VEHICLE 29 MAKE FORD	380. VEHICLE 29 MODEL FORD	381. VEHICLE 29 YEAR 2000	382. VEHICLE 29 COLOR BLACK	383. VEHICLE 29 VIN 1F3P30A000000000000	384. VEHICLE 29 LICENSE NO. 123456789	385. VEHICLE 29 LICENSE STATE NY	386. VEHICLE 29 DRIVER NAME JOHN DOE	387. VEHICLE 29 DRIVER ADDRESS 123456789	388. VEHICLE 29 DRIVER CITY NEW YORK	389. VEHICLE 29 DRIVER STATE NY	390. VEHICLE 29 DRIVER ZIP 10001
391. VEHICLE 30 TYPE PASSENGER	392. VEHICLE 30 MAKE FORD	393. VEHICLE 30 MODEL FORD	394. VEHICLE 30 YEAR 2000	395. VEHICLE 30 COLOR BLACK	396. VEHICLE 30 VIN 1F3P30A000000000000	397. VEHICLE 30 LICENSE NO. 123456789	398. VEHICLE 30 LICENSE STATE NY	399. VEHICLE 30 DRIVER NAME JOHN DOE	400. VEHICLE 30 DRIVER ADDRESS 123456789	401. VEHICLE 30 DRIVER CITY NEW YORK	402. VEHICLE 30 DRIVER STATE NY	403. VEHICLE 30 DRIVER ZIP 10001
404. VEHICLE 31 TYPE PASSENGER	405. VEHICLE 31 MAKE FORD	406. VEHICLE 31 MODEL FORD	407. VEHICLE 31 YEAR 2000	408. VEHICLE 31 COLOR BLACK	409. VEHICLE 31 VIN 1F3P30A000000000000	410. VEHICLE 31 LICENSE NO. 123456789	411. VEHICLE 31 LICENSE STATE NY	412. VEHICLE 31 DRIVER NAME JOHN DOE	413. VEHICLE 31 DRIVER ADDRESS 123456789	414. VEHICLE 31 DRIVER CITY NEW YORK	415. VEHICLE 31 DRIVER STATE NY	416. VEHICLE 31 DRIVER ZIP 10001
417. VEHICLE 32 TYPE PASSENGER	418. VEHICLE 32 MAKE FORD	419. VEHICLE 32 MODEL FORD	420. VEHICLE 32 YEAR 2000	421. VEHICLE 32 COLOR BLACK	422. VEHICLE 32 VIN 1F3P30A000000000000	423. VEHICLE 32 LICENSE NO. 123456789	424. VEHICLE 32 LICENSE STATE NY	425. VEHICLE 32 DRIVER NAME JOHN DOE	426. VEHICLE 32 DRIVER ADDRESS 123456789	427. VEHICLE 32 DRIVER CITY NEW YORK	428. VEHICLE 32 DRIVER STATE NY	429. VEHICLE 32 DRIVER ZIP 10001
430. VEHICLE 33 TYPE PASSENGER	431. VEHICLE 33 MAKE FORD	432. VEHICLE 33 MODEL FORD	433. VEHICLE 33 YEAR 2000	434. VEHICLE 33 COLOR BLACK	435. VEHICLE 33 VIN 1F3P30A000000000000	436. VEHICLE 33 LICENSE NO. 123456789	437. VEHICLE 33 LICENSE STATE NY	438. VEHICLE 33 DRIVER NAME JOHN DOE	439. VEHICLE 33 DRIVER ADDRESS 123456789	440. VEHICLE 33 DRIVER CITY NEW YORK	441. VEHICLE 33 DRIVER STATE NY	442. VEHICLE 33 DRIVER ZIP 10001
443. VEHICLE 34 TYPE PASSENGER	444. VEHICLE 34 MAKE FORD	445. VEHICLE 34 MODEL FORD	446. VEHICLE 34 YEAR 2000	447. VEHICLE 34 COLOR BLACK	448. VEHICLE 34 VIN 1F3P30A000000000000	449. VEHICLE 34 LICENSE NO. 123456789	450. VEHICLE 34 LICENSE STATE NY	451. VEHICLE 34 DRIVER NAME JOHN DOE	452. VEHICLE 34 DRIVER ADDRESS 123456789	453. VEHICLE 34 DRIVER CITY NEW YORK	454. VEHICLE 34 DRIVER STATE NY	455. VEHICLE 34 DRIVER ZIP 10001
456. VEHICLE 35 TYPE PASSENGER	457. VEHICLE 35 MAKE FORD	458. VEHICLE 35 MODEL FORD	459. VEHICLE 35 YEAR 2000	460. VEHICLE 35 COLOR BLACK	461. VEHICLE 35 VIN 1F3P30A000000000000	462. VEHICLE 35 LICENSE NO. 123456789	463. VEHICLE 35 LICENSE STATE NY	464. VEHICLE 35 DRIVER NAME JOHN DOE	465. VEHICLE 35 DRIVER ADDRESS 123456789	466. VEHICLE 35 DRIVER CITY NEW YORK	467. VEHICLE 35 DRIVER STATE NY	468. VEHICLE 35 DRIVER ZIP 10001
469. VEHICLE 36 TYPE PASSENGER	470. VEHICLE 36 MAKE FORD	471. VEHICLE 36 MODEL FORD	472. VEHICLE 36 YEAR 2000	473. VEHICLE 36 COLOR BLACK	474. VEHICLE 36 VIN 1F3P30A000000000000	475. VEHICLE 36 LICENSE NO. 123456789	476. VEHICLE 36 LICENSE STATE NY	477. VEHICLE 36 DRIVER NAME JOHN DOE	478. VEHICLE 36 DRIVER ADDRESS 123456789	479. VEHICLE 36 DRIVER CITY NEW YORK	480. VEHICLE 36 DRIVER STATE NY	481. VEHICLE 36 DRIVER ZIP 10001
482. VEHICLE 37 TYPE PASSENGER	483. VEHICLE 37 MAKE FORD	484. VEHICLE 37 MODEL FORD	485. VEHICLE 37 YEAR 2000	486. VEHICLE 37 COLOR BLACK	487. VEHICLE 37 VIN 1F3P30A000000000000	488. VEHICLE 37 LICENSE NO. 123456789	489. VEHICLE 37 LICENSE STATE NY	490. VEHICLE 37 DRIVER NAME JOHN DOE	491. VEHICLE 37 DRIVER ADDRESS 123456789	492. VEHICLE 37 DRIVER CITY NEW YORK	493. VEHICLE 37 DRIVER STATE NY	494. VEHICLE 37 DRIVER ZIP 10001
495. VEHICLE 38 TYPE PASSENGER	496. VEHICLE 38 MAKE FORD	497. VEHICLE 38 MODEL FORD	498. VEHICLE 38 YEAR 2000	499. VEHICLE 38 COLOR BLACK	500. VEHICLE 38 VIN 1F3P30A000000000000	501. VEHICLE 38 LICENSE NO. 123456789	502. VEHICLE 38 LICENSE STATE NY	503. VEHICLE 38 DRIVER NAME JOHN DOE	504. VEHICLE 38 DRIVER ADDRESS 123456789	505. VEHICLE 38 DRIVER CITY NEW YORK	506. VEHICLE 38 DRIVER STATE NY	507. VEHICLE 38 DRIVER ZIP 10001
508. VEHICLE 39 TYPE PASSENGER	509. VEHICLE 39 MAKE FORD	510. VEHICLE 39 MODEL FORD	511. VEHICLE 39 YEAR 2000	512. VEHICLE 39 COLOR BLACK	513. VEHICLE 39 VIN 1F3P30A000000000000	514. VEHICLE 39 LICENSE NO. 123456789	515. VEHICLE 39 LICENSE STATE NY	516. VEHICLE 39 DRIVER NAME JOHN DOE	517. VEHICLE 39 DRIVER ADDRESS 123456789	518. VEHICLE 39 DRIVER CITY NEW YORK	519. VEHICLE 39 DRIVER STATE NY	520. VEHICLE 39 DRIVER ZIP 10001
521. VEHICLE 40 TYPE PASSENGER	522. VEHICLE 40 MAKE FORD	523. VEHICLE 40 MODEL FORD	524. VEHICLE 40 YEAR 2000	525. VEHICLE 40 COLOR BLACK	526. VEHICLE 40 VIN 1F3P30A000000000000	527. VEHICLE 40 LICENSE NO. 123456789	528. VEHICLE 40 LICENSE STATE NY	529. VEHICLE 40 DRIVER NAME JOHN DOE	530. VEHICLE 40 DRIVER ADDRESS 123456789	531. VEHICLE 40 DRIVER CITY NEW YORK	532. VEHICLE 40 DRIVER STATE NY	533. VEHICLE 40 DRIVER ZIP 10001
534. VEHICLE 41 TYPE PASSENGER	535. VEHICLE 41 MAKE FORD	536. VEHICLE 41 MODEL FORD	537. VEHICLE 41 YEAR 2000	538. VEHICLE 41 COLOR BLACK	539. VEHICLE 41 VIN 1F3P30A000000000000	540. VEHICLE 41 LICENSE NO. 123456789	541. VEHICLE 41 LICENSE STATE NY	542. VEHICLE 41 DRIVER NAME JOHN DOE	543. VEHICLE 41 DRIVER ADDRESS 123456789	544. VEHICLE 41 DRIVER CITY NEW YORK	545. VEHICLE 41 DRIVER STATE NY	546. VEHICLE 41 DRIVER ZIP 10001
547. VEHICLE 42 TYPE PASSENGER	548. VEHICLE 42 MAKE FORD	549. VEHICLE 42 MODEL FORD	550. VEHICLE 42 YEAR 2000	551. VEHICLE 42 COLOR BLACK								

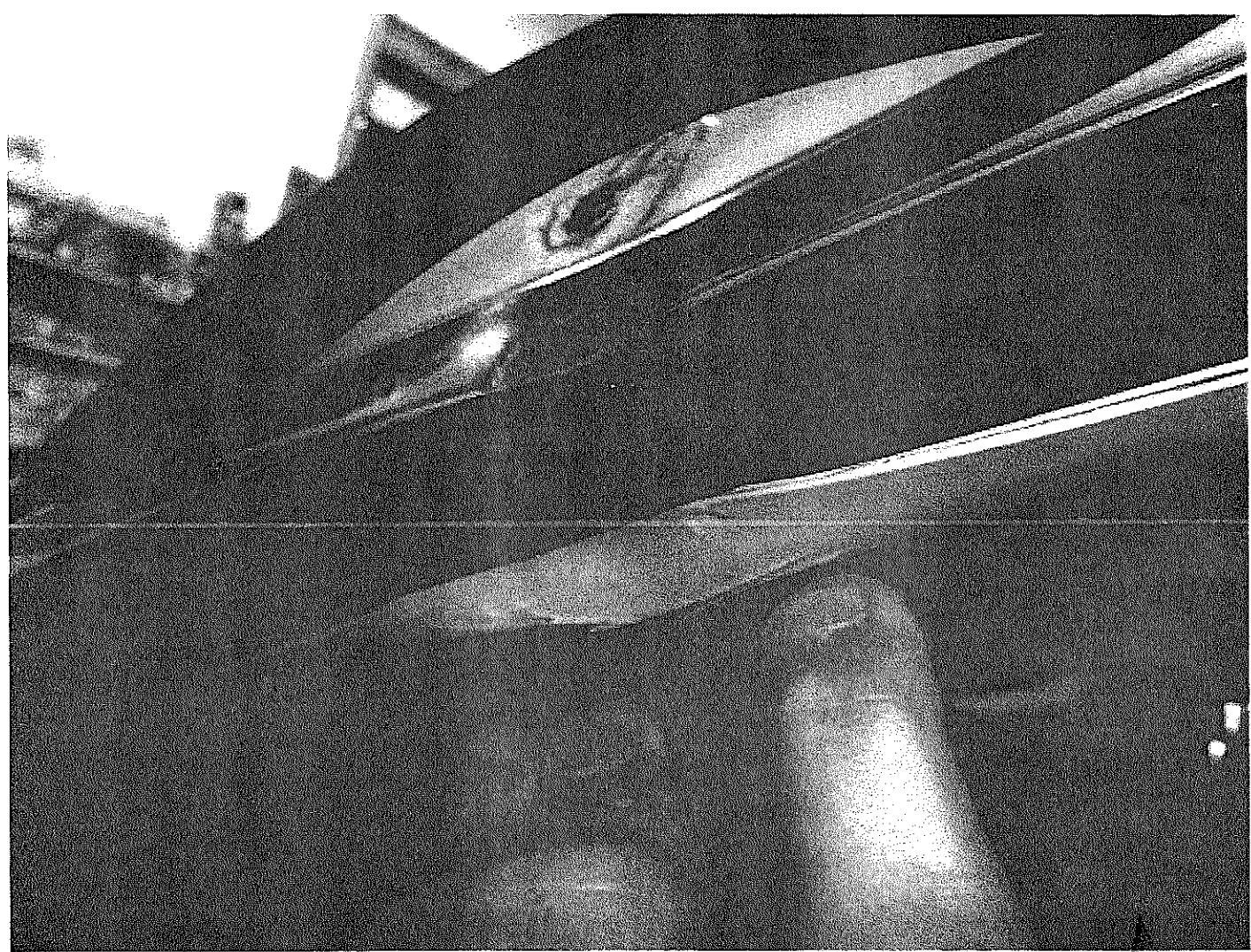




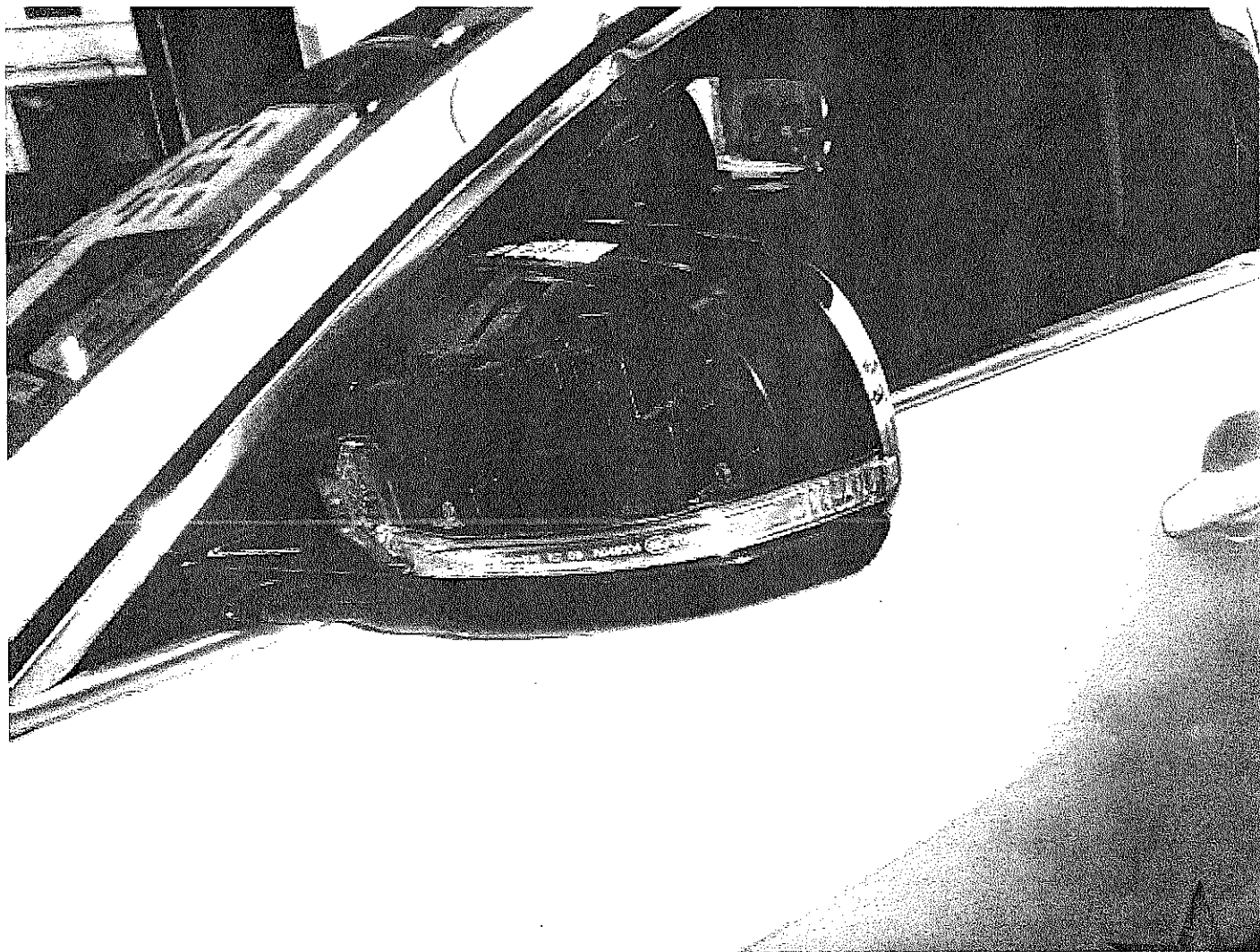












WHEREAS, Resolution No. 177-2019, adopted on March 12, 2019, authorized David Swift Architect, LLC, to perform engineering services relative to the Park Manager's Building at Theodore Roosevelt Memorial Park, Oyster Bay, under Contract No. DP19-193; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated August 16, 2019, advised that the design for Contract No. DP19-193, has been completed; and

WHEREAS, Commissioner Lenz by said memorandum also advised that he approved the plans and specifications submitted, with an estimated construction time for completion to be one hundred eighty (180) calendar days, and recommended that the Division of Purchasing, Department of General Services, contact Daniel J. Haas, Project Manager, Division of Engineering, Department of Public Works to proceed with setting a date for receiving bids for said Contract,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and that the Division of Purchasing, Department of General Services, is hereby authorized and directed to contact Daniel J. Haas, Project Manager, Division of Engineering, Department of Public Works to set a date for receiving bids for Contract No. DP19-193.

#

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

11

# TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

August 16, 2019

TO: MEMORANDUM DOCKET

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


SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &  
CONSTRUCTION PHASES  
PARK MANAGERS BUILDING AT THEODORE ROOSEVELT MEMORIAL PARK  
LOCATED IN OYSTER BAY  
CONTRACT NO. DP19-193

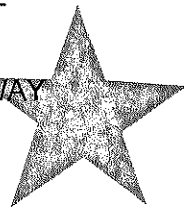
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Town Board Resolution No. 177-2019 authorized DSA, LLC- Architects to perform engineering services relative to the above-mentioned contract.

The design has been completed, and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 180 calendar days.

It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract. They are requested to contact Daniel J. Haas, Project Manager, to establish a bid date.

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



*dll*  
RWL/JCT/MR/DJH/ik

Attachment

cc: Office of the Town Attorney (w/9 copies)  
Steven C. Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Parks  
Eric Tuman, Commissioner/General Services

DP19-193 Docket Accept Design DSA Park Managers Bldg

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated February 14, 2019, advised that a request for proposals was issued to seven (7) firms in accordance with the Town's procurement policy, to procure engineering services relative to the Park Managers Building at Theodore Roosevelt Memorial Park, Contract No. DP19-193, and the Division of Engineering received seven (7) responses; and

WHEREAS, following a review and evaluation of said seven (7) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guideline 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize David Swift Architect, LLC, PO Box 725, Northport, New York 11768, to provide the requested engineering services, for a total fee of \$97,500.00, comprised of \$64,950 relative to the Design Phase, \$2,500.00 for the Bid Phase plus \$2,000.00 for reproducibles, and \$28,050.00 relative to the Construction Phase; and

WHEREAS, David Swift, R.A., by letter dated February 8, 2019, requested the use of the following as sub-consultants: Cameron Engineering & Associates, LLP for mechanical, electrical, plumbing and fire alarm engineering services; Gayron deBruin, P.C., for land surveying and underground utility services; RDA Landscape Architecture, P.C., for site engineering and landscape design; and Soil Mechanics Drilling Corp., for test borings; and

WHEREAS, the requested services to be provided by David Swift Architect, LLC, including the use of the above sub-consultants are to be for a total amount not to exceed \$97,500.00, with funds for said payment available from Account No. PKS H 7197 20000 000 1102 001, Project I.D. 1102PKSA-33,

RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and that David Swift Architect, LLC, is hereby authorized to provide engineering services relative to the Park Managers Building at Theodore Roosevelt Memorial Park, Contract No. DP19-193, through the use of Cameron Engineering & Associates, LLP, as a sub-consultant for mechanical, electrical, plumbing and fire alarm engineering services, Gayron deBruin, P.C., as a sub-consultant for land surveying and underground utility services, RDA Landscape Architecture, P.C., as a sub-consultant for site engineering and landscape design, and Soil Mechanics Drilling Corp., as a sub-consultant for test borings, in a total amount not to exceed \$97,500.00, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. PKS H 7197 20000 000 1102 001, Project I.D. 1102PKSA-33.

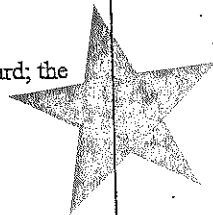
#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller

Public Works  
Parks



Reviewed By  
Office of Town Attorney

WHEREAS, pursuant to Resolution No. 480-1978, adopted on June 13, 1978, and Resolution No. 25-1981, adopted on January 13, 1981, the Town Board directed all future purchases of payloaders and bulldozers by the Department of Public Works be standardized to be International Trucks and its replacement models; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works/Highway Department, by memorandum dated August 16, 2019, recommended that the Town Board rescind the aforementioned resolutions and open the bidding process to other manufacturers because mergers between International Trucks, Dresser, and Komatsu have made standardization impractical because the equipment now no longer share components with International,

NOW THEREFORE IT BE RESOLVED, that the request hereinabove set forth is accepted and approved and the Town Board rescinds Resolution No. 480-1978, adopted on June 13, 1978, and Resolution No. 25-1981, adopted on January 13, 1981, to the extent that the bidding process shall be open to manufacturers other than just International.

#

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]*

12 ✓

# TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

August 16, 2019


TO : MEMORANDUM DOCKET

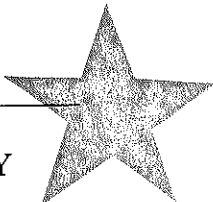
FROM : RICHARD W. LENZ, P.E., COMMISSIONER OF DPW/HIGHWAY

SUBJECT: REQUEST FOR RECESSON OF STANDARDIZATION  
RESOLUTIONS #480-78 & #718-96

The Department of Public Works Division of Central Vehicle Maintenance is requesting permission to rescind Resolution #480-78 and Resolution #718-96. These resolutions were established many years ago when this equipment was built by International and shared many components with International trucks, which the Town was standardized. Parts for trucks, pay loaders, and other equipment were interchangeable warranting these resolutions. Over the years International construction equipment line has merged with Dresser and then Komatsu to eventually be owned and manufactured solely by Komatsu no longer sharing any components with International.

Central Vehicle Maintenance now advises for reasons of efficiency and economics it would be advantageous for the Town to rescind these resolutions and open the bidding process to other manufacturers.

  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER OF DPW/HIGHWAY



RWL/MC/sb

Att.

C: Town Attorney (Original+ 9 copies)  
Joseph S. Saladino, Town Supervisor  
Steven Ballas, Comptroller  
Robert Spinelli, Auto Shop Supervisor II

1978 JUN 15 PM 2:11

TOMA  
✓ H F

Meeting of June 13, 1978

RESOLUTION #480-78

WHEREAS, the Town Board did heretofore by Resolution No. 391-1967, adopted March 21, 1967, provide for the standardization of the type of heavy-duty trucks to be purchased and used by the various divisions of the Department of Public Works; and

WHEREAS, the Department of Public Works has advised this Board that for economy and efficiency of operation it would be advantageous to the Town to amend said Resolution No. 391-1967 in order to update said resolution and provide for the standardization of heavy-duty trucks and other rolling stock, currently available and used by the various divisions of the Town of Oyster Bay in order to make Town operations more economical and efficient and so that parts, equipment and accessories can be interchanged and also to enable the Town to stock a less inventory of parts and accessories than would be required if several different types of trucks and equipment were used;

NOW, THEREFORE, BE IT RESOLVED, That for reasons of efficiency and economy and pursuant to the authority authorized by subdivision (5) of Sec. 103 of the General Municipal Law, Resolution No. 391-1967 be and the same is hereby amended to provide that in the purchase and replacement of heavy-duty trucks having a maximum gross weight of 16,000 lbs. or more, the same shall be and hereby are standardized to be of the type known as International Trucks Model #1600 and larger and its subsequent replacement models; and be it further

RESOLVED, That payloaders used by the Town be and the same are hereby standardized to be of the kind described as International Payloader Type, 4 wheel drive, 2 1/2 cu. yd. bucket or larger.

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

Supervisor Colby	Aye
Councilman Saladino	Absent
Councilman Mosca	Aye
Councilman Carman	Aye
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye

cc: Supervisor  
Town Board  
Town Attorney  
Comptroller (2)  
D.P.W.

OB. Resolution 176

Meeting of January 13, 1981

RESOLUTION NO. 25-81

WHEREAS, Frank J. Antetomaso, Commissioner of Public Works, by memorandum dated December 10, 1980, recommends the standardization of purchases of bulldozers, of which the Town of Oyster Bay Environmental Control Division; Incinerator Bureau of the Department of Public Works presently has seven (7) to operate and maintain an extensive sanitary landfill program in Old Bethpage; and

WHEREAS, the Commissioner advises that the Division of Central Maintenance has made an evaluation of the equipment purchased for the operation of the landfill, which includes seven bulldozers, six of which are Internationals and one is a Caterpillar, all of the remaining equipment, including eight payloaders, two roll-off chassis, fifteen 10 wheel dump trucks, two tank trucks, and one utility truck, being all Internationals and it is their recommendation that all purchases by the Town of bulldozers be standardized with the International Model TD25 bulldozer and its subsequent replacement model. The Commissioner also advises that the standardization of bulldozers would eliminate the need for storage of many different parts, since all the parts would be the same; more efficient repair work will be possible in all instances; mechanics could operate more efficiently and expeditious operation of the equipment would be simplified for the drivers and the period of efficiency of the equipment would be prolonged,

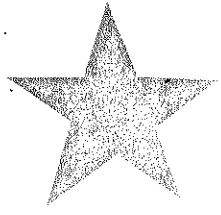
NOW, THEREFORE, BE IT RESOLVED. That for the reasons of efficiency and economy as above set forth and pursuant to the authority conferred by Subdivision 5, Section 103 of the General Municipal Law, it is determined by the Town Board of the Town of Oyster Bay that there is a need for standardization in the purchase of bulldozers for the Environmental Control Division, Incinerator Bureau of the Department of Public Works of the Town of Oyster Bay; and be it further

RESOLVED, That all purchases of, or replacement of, or additional bulldozers which shall be required for the Department of Public Works of the Town of Oyster Bay shall be and hereby are standardized to be the type known as the International Model TD25 bulldozer and its subsequent replacement model.

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

Supervisor  
n Board  
Attorney  
ptroller (2)  
W.  
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Supervisor Colby	Aye
Councilman Mosca	Aye
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye
Councilman Hynes	Aye
Councilman Venditto	Aye






WHEREAS, the Department of Public Works of the Town of Oyster Bay has within its department and under its jurisdiction divisions which operate and maintain International Dump Trucks; and

WHEREAS, said Department of Public Works of the Town of Oyster Bay advises that from the point of view of economy and efficiency of operation, it would be of advantage to the Town to standardize the type of dump truck used by all of the divisions within the department and under its jurisdiction; that money, time and space could be saved if all of the dump trucks, parts, equipment and accessories therefor would be of the same make so that parts and accessories would be interchangeable among all the divisions and so that it would be necessary to keep a less number of parts on hand than would be necessary than when several makes of dump trucks and equipment are purchased for and used by the Department of Public Works in its various divisions, and so that the same dump trucks could be used in the various divisions, mechanics would operate more efficiently and expeditiously; the operation of the equipment would be simplified for the drivers thus prolonging the efficiency of the equipment.

NOW, THEREFORE, BE IT RESOLVED, that for the reasons of efficiency and economy and pursuant to the authority conferred by subdivision 5, section 103 of the General Municipal Law, it is determined by the Town Board of the Town of Oyster Bay that there is a need for standardization in the purchase of dump trucks for the Department of Public Works of the Town of Oyster Bay; and be it further



MP

Alphons  
Golder

Meeting of October 29, 1996

RESOLUTION NO. 718-96

WHEREAS, Karl J. Leupold, P.E., Commissioner of the Department of Public Works, and Neil Arundel, Acting as Deputy Commissioner of the Department of Public Works, by memorandum dated September 27, 1996, state that it is necessary to amend Standardization Resolution Nos. 25-81 and 480-78; and

WHEREAS, Resolution No. 196-90, adopted on February 27, 1990, had amended the abovementioned Resolutions by removing all references to "International" and replacing same with "Dresser",

NOW, THEREFORE, BE IT RESOLVED, That Resolution No. 25-81, adopted on January 13, 1981, and Resolution No. 480-78, adopted on June 13, 1978, are hereby amended by removing all references to "International" and replacing same with "Dresser" and "Komatsu"; and be it further

RESOLVED, That as so amended, said Resolutions are to remain the same in all other respects; and be it further

RESOLVED, That Resolution 196-90, adopted on February 27, 1990, is hereby rescinded.

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

Supervisor Yevoli	Aye
Councilman Clark	Aye
Councilman Delligatti	Aye
Councilman Symons	Aye
Councilman Savinetti	Aye
Councilman Muscarella	Aye
Councilman Altimari	Aye



cc: Supervisor  
Town Attorney  
Comptroller (2)  
D.P.W.  
General Services  
Purchasing

By  
Town Attorney

22  
Inter-Departmental Memo

RESO

September 27, 1996

TO: MEMORANDUM DOCKET

V#03560

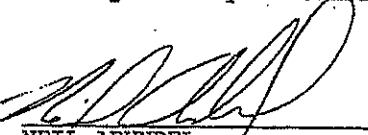
FROM: NEIL ARUNDEL, ACTING AS DEPUTY COMM., DPW/CVM  
THROUGH: KARL J. LEUPOLD, P.E., COMMISSIONER OF PUBLIC WORKS  
SUBJECT: AMENDMENT RESOLUTION #196-90

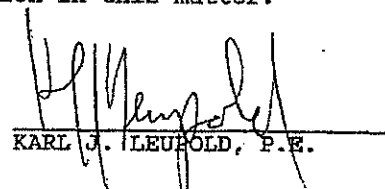
Please find attached copies of Resolution #196-90 which amended the original resolution numbers 480-78 and 25-81.

Due to a manufacturing merger between the Dresser and Komatsu Corporations, it is necessary to amend the wording of Resolution #196-90 to include the "Komatsu" and the "Dresser" brand names.

I have attached a copy of a letter of explanation concerning the corporate merger from the local Dresser & Komatsu dealer, Edward Ehrbar Inc., for your review.

Thank you for your consideration in this matter.

  
NEIL ARUNDEL

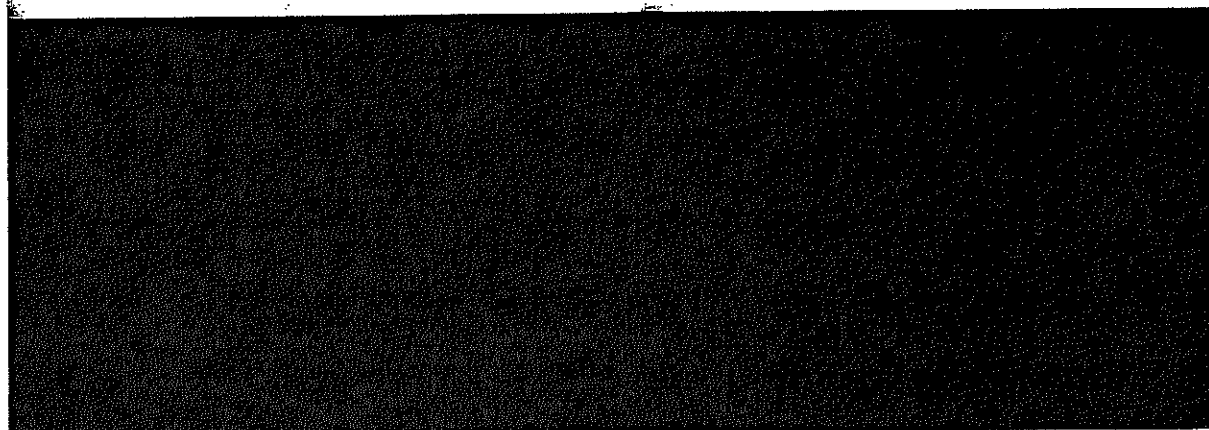
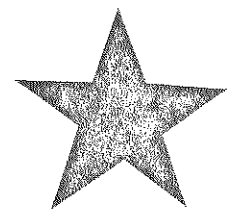
  
KARL J. LEUPOLD, P.E.

NA/KJL/jh

cc: Town Clerk - 23 Copies  
John Venditto, Town Attorney  
Tom Buchholtz, Automotive Shop Supervisor II

\* NEIL ARUNDEL STATES THAT TDB  
DOES NOT OWN ANY KOMATSU YET  
SO NO NPT NECESSARY.

JS. 10/9/96



**EDWARD EHREBAR, INC.**100 SECOR LANE  
PELHAM MANOR, N. Y. 10803

September 30, 1996

Mr. Karl Leupöld, Commissioner  
Town of Oyster Bay  
Dept. of Public Works  
150 Miller Place  
Syosset, NY 11791

RE: Town Board Resolution 196-90

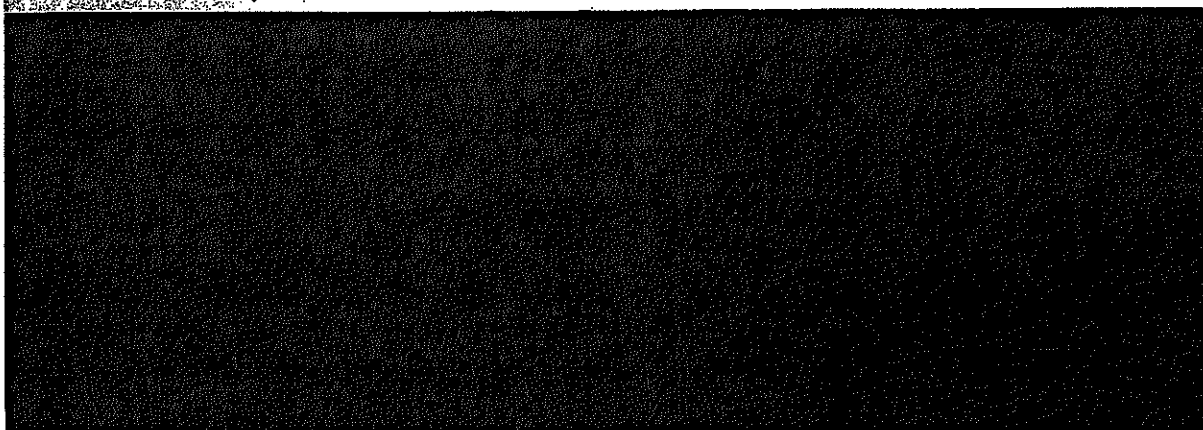
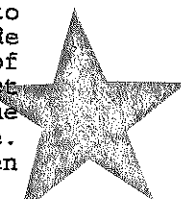
Dear Mr. Leupöld:

As you are aware the Town of Oyster Bay is presently standardized for the purchase of heavy equipment manufactured by Dresser Industries Inc. The detail and rationale for this standardization is outlined in Town Resolution number 196-90.

I would like to take this opportunity to explain our products name change from Dresser to Komatsu.

Our company has been a distributor for International - Harvester Construction Equipment products since 1935. By virtue of manufacturers merging, the International - Harvester name was changed to Dresser in 1982 with little or no effect on product, facilities or personnel with respect to construction equipment. As a result of another merger in 1988, the Dresser Corporate name changed to Komatsu - Dresser and subsequently to Komatsu, the name under which many of the original Dresser products are now branded. Komatsu and Dresser were combined in order to form one company producing construction equipment in several North American manufacturing facilities. During the initial stages of the new company's development, identical products produced in the same plants were labeled either Dresser or Komatsu and marketed through existing distribution. As this distribution was consolidated into one network, the Komatsu name, because of its worldwide recognition, was chosen as the brand designation for a majority of the product offerings. Again, this name change had little effect on the existing Dresser products, some of which retained the Dresser brand designation under the Komatsu Corporate name. Additional products and North American facilities have since been added. Parts and Service support are all handled by Komatsu.

...2/



Mr. Karl Leupold  
Town of Oyster Bay  
Syosset, NY 11791

September 30, 1996  
Page 2

The original intent of resolution 196-90 is strengthened by the fact that the Town has purchased several Dresser products since the standardization was implemented. This standardization should be expanded to include the Komatsu name so that the Town can continue to reap the obvious benefits. The entire spectrum of product support for this Town owned equipment is now the responsibility of Komatsu and its distributor, Edward Ehrbar Inc. The efficiencies and economies obtained by standardization will continue uninterrupted under the Komatsu name.

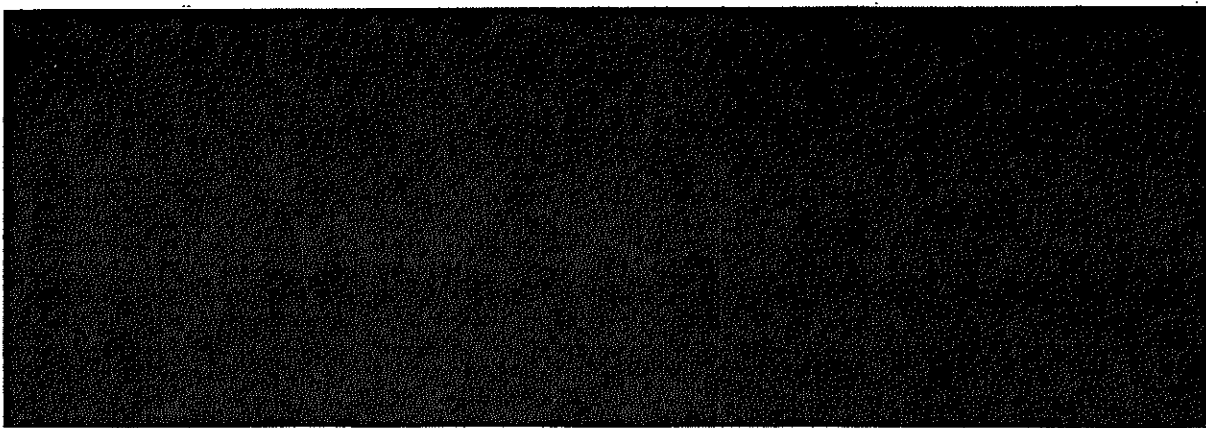
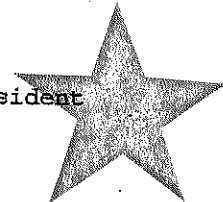
We would like to emphasize that the Komatsu products being discussed, wheel loaders, track dozers, hydraulic excavators and motor graders are all manufactured in North American facilities. All parts support and supplies for the Komatsu product and predecessor Dresser products are handled out of Memphis, Tennessee.

Thank you for the opportunity to explain this name change with respect to Town resolution 196-90. If I can be of further assistance, please do not hesitate to call.

Very truly yours,  
EDWARD EHRBAR INC.

Patrick Ahern  
Executive Vice President

PA/mb



~~GT/EA/R~~

Meeting of February 27, 1990

RESOLUTION NO. 196-90

WHEREAS, Gerard P. Trotta, First Deputy Commissioner of Public Works, and Frank Melillo, Jr., by memorandum dated February 9, 1990, state that due to a change in ownership from International to Dresser Corporation, Standardization Resolution Nos. 25-81 and 480-78 must be amended,

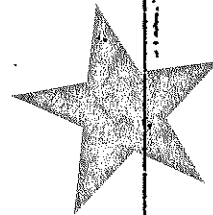
NOW, THEREFORE, BE IT RESOLVED, That Resolution No. 25-81, adopted on January 13, 1981, and Resolution No. 480-78, adopted on June 13, 1978, are hereby amended by removing all references to "International" and replacing same with "Dresser"; and be it further

RESOLVED, That as so amended, said resolutions are to remain the same in all other respects.

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

Supervisor Delligatti	Aye
Councilman Hogan	Aye
Councilman Clark	Aye
Councilman Hynes	Aye
Councilman Venditto	Aye
Councilman Ocker	Aye
Councilman Symons	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
DPW



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated August 15, 2019, and John A. Grillo Architect, P.C., by letter dated August 5, 2019, requested Town Board authorization of Change Order No. 1, relative to Contract No. DP18-182, Synthetic Turf Replacement at John J. Burns Park, Massapequa, and Cpl. Kevin T. Kolm Memorial Park, Hicksville, to authorize a total decrease in the amount of said Contract by \$55,085.85; and

NOW THEREFORE IT BE RESOLVED, that upon the recommendations as hereinabove set forth, Change Order No. 1 to Contract No. DP18-182 is hereby approved, and the Supervisor or his designee is hereby authorized to sign said Change Order No. 1; and be it further

RESOLVED, that upon the recommendations as hereinabove set forth, funds credited from the described Change Order No. 1, in the amount of \$55,085.85 are available in Account No. PKH H 7197 20000 000 1902 001.

-#

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

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

7AS  
Reviewed By  
Office of Town Attorney

13

## TOWN OF OYSTER BAY

### INTER-DEPARTMENTAL MEMO

August 15, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: CHANGE ORDER NO. 1  
REPLACEMENT OF TWO SYNTHETIC TURF FIELDS AT JOHN J. BURNS PARK  
& CPL. KEVIN T. KOLM MEMORIAL PARK  
CONTRACT NO.: DP18-182  
ACCOUNT NO.: PKS H 7197 20000 000 1902 001  
PROJECT I.D. 1902PKSA-03

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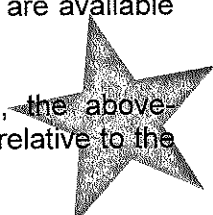
Attached is a letter from John A. Grillo Architect, P.C. dated August 5, 2019 concerning Change Order No. 1 for a total net decrease in the amount of \$55,085.85.

The above subject Change Order No.1 encompasses the addition of fence work at John J. Burns Park and the removal of curb work from Cpl. Kevin T. Kolm Park. During the removal of the existing turf at Cpl. Kevin T. Kolm Park it was discovered that the curbing and turf-nailer were in pristine condition resulting in the deletion of curb work from this contract.

The contractor, The LandTek Group, Inc., has submitted his price quote for the proposed work and the consultant, John A. Grillo Architect, P.C., reviewed the contractor's price quote and finds the credit of \$55,085.85 for the reduction of work to be fair and reasonable.

Funds credited from the described Change Order No. 1 in the amount of \$55,085.85 are available in Account No. PKS H 7197 20000 000 1902 001.

Therefore, it is hereby requested that the Town Board authorize, by resolution, the above-described Change Order No. 1 for a total net decrease in the amount of \$55,085.85 relative to the Construction Phase of Contract No. 1.



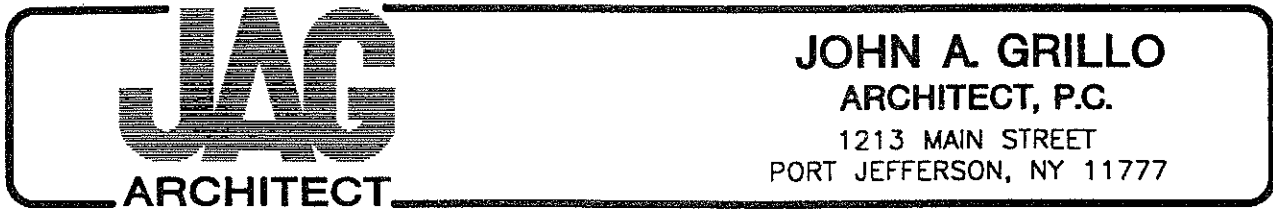
RICHARD W. LENZ, P.E.  
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/BK/nm  
Attachments

cc: Joseph Nocella, Town Attorney (w/9 copies)  
Steven C. Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Parks  
Kathy Stefanich, Administration/DPW  
DP18-182 Docket ChangeOrder1 -55085





KS  
ST  
BK

TEL: (631) 476-2161

FAX: (631) 476-9846

August 5, 2019

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

RE: Town of Oyster Bay  
John J. Burns Park & Cpl. Kevin T. Kolm Memorial Park  
Contract No. DP 18-182  
Change Order No. 1

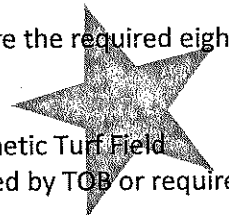
Dear Commissioner Lenz:

During the course of the construction of this project, actual measured quantities differed from those in the original contract. To reflect those changes, we have prepared Notification No. 1 Quantity Increase and Decrease indicating a net decrease of \$55,085.85, for your consideration and Town Board Resolution.

Actual field conditions encountered required additional work or the deletion of work not anticipated during the design of this contract. These items have been addressed and are being submitted for your review as Change Order No. 1 for a decrease of \$55,085.85 and Town Board Resolution.

We, therefore, recommend the following changes for your approval. Attached are the required eight (8) original Change Order forms for approval.

John A. Grillo Architect, PC has performed a final inspection of the installed Synthetic Turf Field including all ancillary items required under the contract and all additional work as required by TOB or required as per existing field conditions.



The contract included 45 calendar days to complete the work. The start of construction was scheduled for 7/8/19. The final completion date of this contract was originally set as 8/6/19. Remaining contract work and all additional work, was completed by 7/12/19. An Extension of Time Letter is not required. A walk-through took place for the substantial completion of work occurring 8/2/19. Athletic fields and park opened to the public that day.

The original bid amount for this contract was \$1,389,000.00. The final contract value, including Change Order 1 and Notification 1 recommended for approval is \$1,333,914.15. Therefore, this office recommends that the Town of Oyster Bay accept this job as final.

If you have any questions regarding this matter, please do not hesitate to call.

Very truly yours,



John M. Grillo  
Architect



JMG:kw

Cc: B. Kunzig

TOB - LandTek - CO 1 - Explanation Letter

TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS

Synthetic Turf Replacement at John J. Burns Park & Cpl. Kevin T. Kolm Memorial Park  
CONTRACT NO.: DP 18-182

CHANGE ORDER NO. 1

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

Supply and install new top rail along 4'-0" chain link fence. Original drawing called for top rail to remain at Burns Park Field.

ADD TOTAL: \$4,896.00

ITEM 2

Delete concrete curbing around perimeter of field. Original drawings called for curbing to be replaced. Once turf was removed, it was determined that original curb could remain at Kevin T. Kolm Memorial Park.

DEDUCT TOTAL: (\$59,981.85)

TOTAL OF CHANGE ORDER NO. 1: Deduct: (\$55,085.85)

The above work is to be performed in accordance with the letter from (John A. Grillo, Architect, PC), dated 7/26/19, and the memorandum of the Department of Public Works, at a ~~cost~~credit to the Town in the amount of FIFTY FIVE THOUSAND EIGHTY FIVE DOLLARS AND 85 CENTS.

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

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

\_\_\_\_\_  
Joseph S. Saladino  
Town Supervisor

Recommended by:  
John A. Grillo, Architect, PC  
1213 Main Street  
Port Jefferson, NY 11777

by: \_\_\_\_\_  
Title: Architect

The above Change Order is hereby accepted:  
The LandTek Group, Inc.  
235 County Line Road  
Amityville, NY 11701

by: \_\_\_\_\_  
Title: V.P. - TURF

TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: John J. Burns Park & Cpl. Kevin T. Kolm Memorial Park  
CONTRACT NO.: DP 18-182

Quantity Increases / Decreases

Notification #1

Date: July 29, 2019

Contractor: The LandTek Group, Inc.

Representative: Anthony Gusmano

DECREASES

1.	Delete concrete curbing around perimeter of field	(\$59,981.85)

Total Decrease: (\$59,981.85)

INCREASES

1.	Supply and install new top rail.	+\$4,896.00

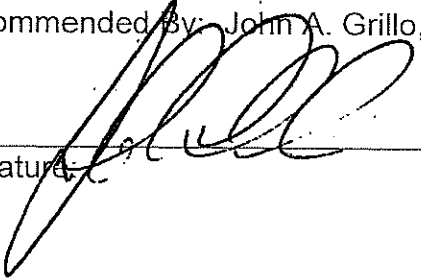
Total Increase: +\$4,896.00

Total Increase/Decrease: (\$55,085.85)

## PROJECT SUMMARY

Bid Amount:	\$1,389,000.00
Notification No. 1 (TOB Pending):	(\$55,085.85)
Change Order No. 1 (TOB Pending):	(\$55,085.85)
Final Construction Cost:	\$1,333,914.15

Recommended By: John A. Grillo, Architect PC

Signature: 

Date: 

Reviewed By  
Office of Town Attorney

WHEREAS, Ken Johnson, Fire Inspector, Syosset Fire Department, 50 Cold Spring Road, Syosset, New York 11791, by letter dated July 12, 2019, requested the closing of the northeast portion of Municipal Parking Field S-1, Syosset, adjacent to the Fire Department Headquarters, from Friday, September 27, 2019, at 9:00 p.m. until Sunday, September 29, 2019, at 6:00 p.m., and fifteen (15) complete barricades, for the annual Fire Prevention Open House at Syosset Fire Department Headquarters, to be held on September 29, 2019; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated August 12, 2019, advised that the Highway Department has no objection to the closing of the northeast portion of Municipal Parking Field S-1, Syosset, adjacent to the Fire Department Headquarters, the installation of "No Parking" signs at that location, from Friday September 27, 2019 at 9:00 p.m. until Sunday September 29, 2019, at 6:00 p.m., and providing fifteen (15) complete barricades from Friday September 27, 2019 through Monday September 30, 2019 for this event; 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 abovementioned requests are hereby accepted and approved, and the Highway Department is hereby authorized to close of Municipal Parking Field S-1, Syosset, adjacent to the Fire Department Headquarters, accompanied by the installation of "No Parking" signs for from Friday, September 27, 2019, at 9:00 p.m. until Sunday, September 29, 2019, at 6:00 p.m., and to provide fifteen (15) complete barricades from Friday, September 27, 2019, through Monday, September 30, 2019, for the annual Fire Prevention Open House at Syosset Fire Department Headquarters to be held on September 29, 2019; subject to the following conditions:

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

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

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

~~#~~

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

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

14

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 12, 2019

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** SYOSSET FIRE DISTRICT ANNUAL FIRE PREVENTION OPEN HOUSE  
TO BE HELD SEPTEMBER 29, 2019

---

Enclosed please find a copy of the letter from Ken Johnson, Fire Inspector, requesting our assistance on behalf of the Syosset Fire District in conducting their annual Fire Prevention Open House at Department Headquarters on Sunday, September 29, 2019.

The Highway Department has no objection to the Syosset Fire District utilizing the northeast portion of Municipal Parking Field S-1 in Syosset (adjacent to the Fire Department Headquarters) on Sunday, September 29, 2019 for their annual Fire Prevention Open House. This will enable them to adequately display and conduct demonstrations of their equipment. The organization would appreciate the posting of temporary "No Parking" signs in Municipal Parking Field S-1 from Friday, September 27, 2019 at 9:00 pm through Sunday, September 29, 2019 at 6:00 pm.

Further, the Highway Department will be pleased to provide fifteen (15) complete barricades from Friday, September 27, 2019 through Monday, September 30, 2019 for this event.

Also attached is a Certificate of Insurance and Endorsement Sheet 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  
Doug Robalino, General Foreman 002  
Peter Brown, General Foreman 003  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Department of Public Safety  
Grace SantaMaria, Highway Administration



# Syosset Fire District

50 Cold Spring Road  
Syosset, New York 11791  
Phone (516) 921-6597 · Fax (516) 921-0379  
www.syossetfd.org

## COMMISSIONERS:

RICHARD ROSEO, CHAIRMAN  
GIOVANNI GRACEFFA, VICE-CHAIRMAN  
ROHIT DHAWAN  
ROBERT SWANSON  
ANDREW DICK

## SECRETARY/TREASURER:

## DIRECTOR OF PURCHASING:

## SUPERINTENDENT:

## COUNSEL:

KAREN BORRELLI

ROBERT E. LEE

JACK RANDAZZO

CHRIS J. COSCHIGNANO, ESQ.

July 12, 2019

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

Dear Commissioner Lenz:

The Syosset Fire District will be conducting our annual Fire Prevention Open House at Department Headquarters on Cold Spring Road on Sunday, September 29, 2019.

In order to adequately display and conduct demonstrations of our equipment, it is necessary to request the use of a portion of the Town of Oyster Bay Commuter Parking Lot known as S1, which is adjacent to our Fire Department Headquarters.

We would begin to close off this area as vehicles leave the parking lot on Friday evening, September 27, 2019, to ensure that it is clear of any vehicles on Sunday September 29, 2019.

It is also requested that the Highway Department provide us with 15 sets of barricades for this event from 9/27/19 through 9/30/19.

The Syosset Fire District will provide a certificate naming the Town of Oyster Bay as additional insured with an endorsement by our insurance carrier.

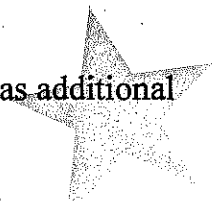
If any additional information is required regarding this request please contact me at (516) 677-4509.

Thank you for your attention and consideration.

Sincerely,



Ken Johnson  
Fire Inspector





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/09/2019

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

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

PRODUCER: McNeil &amp; Company, Inc.

P.O. Box 5670

20 Church Street

Corland, NY 13045

CONTACT

NAME:

PHONE (A/C No. Ext.) 1-800-822-3747

FAX (A/C No.) 607-756-5051

E-MAIL ADDRESS: info@mcneilandcompany.com

INSURER(S) AFFORDING COVERAGE

NAIC #  
11150

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Syosset Fire District

50 Cold Spring Road

Syosset, NY 11791

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD. SUBR. INSD. INSD.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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"/> Emergency Services Liability Coverage (Claims Made) <input checked="" type="checkbox"/> Fire and Rescue Service Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MEPK06248014	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		MEPK06248014	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		MEUM08415114	04/01/2019	04/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is additional insured per form CG2025 (04/13) with respects to insured's use of TOB Commuter Parking Lot S1, 15 sets of barricades, 2 roll-off containers, and 1 set of portable bleachers for Fire Prevention Day from 9/27/2019-9/30/2019.

## 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:

ACORD 25 (2014/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

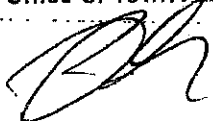
<b>POLICY NUMBER</b> MEPK06248014	<b>POLICY CHANGES EFFECTIVE</b> 07/09/2019	<b>COMPANY</b> ARCH INSURANCE COMPANY
<b>NAMED INSURED:</b> Syosset Fire District		<b>AUTHORIZED REPRESENTATIVE</b> MCNEIL AND COMPANY, INC. Daniel F. McNeil
<b>COVERAGE PARTS AFFECTED</b> Commercial General Liability Coverage		
<p style="text-align: center;"><b>CHANGES</b></p> <p>We have hereby AMENDED form CG2026 (04/13) Additional Insured - Designated Person or Organization, on the above policy to include the following:</p> <p>Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771</p> <p>With respect to: insured's use of TOB Commuter Parking Lot S1, 15 sets of Barricades, 2 roll-off containers and 1 set of portable bleachers for Fire Prevention Days from 09/27/2019 - 09/30/2019.</p> <p>All other coverage terms and conditions apply.</p> <p>No Premium Change</p>		

  
Authorized Representative Signature  
MCNEIL AND COMPANY, INC.

wv

07/09/2019

Reviewed By  
Office of Town Attorney



IL 1201 11 85

Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

Page 1 of 1

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

This Agreement is made this 17 day of JULY 2019 by Syosset Fire District  
(hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment  
located at and/or described as 15 SEIS OF BARAKAS AND PARKING  
Lot 51

for the event described as OPEN HOUSE  
The property/equipment is needed from 9/21/19 to 9/30/19  
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

Syosset Fire District

Address of Organization

50 Cold Springs Rd  
Syosset NY 11791

By: K. G. [Signature]

Authorized Representative

Title: Inspector

Telephone Number: 516 677 4509

s:\attorney\11\h\h\hold harmless for use town prop equip.docx

Reviewed By  
Office of Town Attorney

[Signature]

DATE: 8/12/19  
TO: HIGHWAY OPERATIONS  
SUBJECT: Syosset Fire District Open House

PLEASE DELIVER TO:

Syosset Fire House  
50 Cold Spring Road  
Syosset

CONTACT: Ken Johnson  
516-677-4509

DATE OF EVENT: 9/29/19

SNOW FENCE:

BARRICADES: 15

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 9/27/19

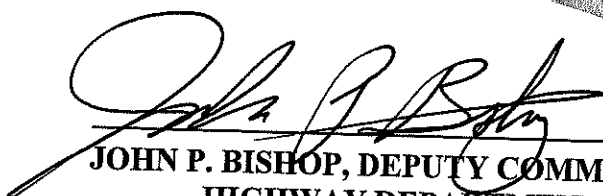
PICKUP ON: 9/30/19

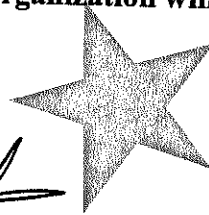
SWEEPING BEFORE AFFAIR IS NEEDED:

	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  
Area Foreman 015  
Jeff VanNostrand

Dan Kornfeld  
Public Safety Division

Reviewed By  
Office of Town Attorney

WHEREAS, Deborah Orgel-Gordon, Recording Secretary/Co-Chair, Fall Fest 2019, Gold Coast Business Association, P.O. Box 251, Glen Head, New York 11545, by letter dated June 17, 2019, requested the closing of a portion of Municipal Parking Field G-2 in Glen Head, starting at Glen Head Road to Prospect Street, Glen Head, on Sunday, October 27, 2019, from 7:00 a.m. to 5:00 PM, accompanied by the posting of "No Parking" signs, as well as the use of six (6) complete barricades and twelve (12) cones for their 6<sup>th</sup> Annual Fall Fest Event, to be held on October 27, 2019 from 10:00 a.m. to 4:00 p.m.; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated August 13, 2019, advised that the Highway Department has no objection to closing a portion of Municipal Parking Field G-2, starting at Glen Head Road to Prospect Street, Glen Head, on Sunday, October 27, 2019, from 7:00 a.m. to 5:00 PM, posting of "No Parking" signs, and providing six (6) complete barricades and twelve (12) cones for this event; 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 abovementioned requests are hereby accepted and approved, and the Highway Department is hereby authorized to close a portion of Municipal Parking Field G-2, starting at Glen Head Road to Prospect Street, Glen Head, on Sunday, October 27, 2019, from 7:00 a.m. to 5:00 PM, accompanied by the posting of "No Parking" signs, and providing the use of six (6) complete barricades and twelve (12) cones for their 6<sup>th</sup> Annual Fall Fest Event, to be held on October 27, 2019 from 10:00 a.m. to 4:00 p.m.; subject to the following conditions:

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

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

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

~~##~~

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 13, 2019

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** GOLD COAST BUSINESS ASSOCIATION, 6<sup>TH</sup> ANNUAL FALL FEST  
SUNDAY, OCTOBER 27<sup>TH</sup> 2019

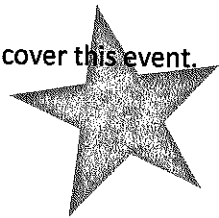
Enclosed please find a letter of request from Deborah Orgel-Gordon, Event Co-Chair, from The Gold Coast Business Association, requesting our assistance for their 6<sup>th</sup> Annual Fall Fest on Sunday October 27<sup>th</sup> 2019 from 10:00 A.M. to 4:00 P.M.

The Highway Department has no objection to the organization utilizing parking lot G-2 starting at Glen Head Road to Prospect Street (by the Gold Coast Library) from 7:00 A.M. to 5:00 P.M. for their Fall Fest event and will be pleased to post "No Parking" signs to close the lot and also provide six (6) complete barricades, and twelve (12) cones for the event as well.

Parks Department is also providing various equipment for this event as well.

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

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT



JPB/kaz  
Attachments

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





1 HIGHWAY DEPARTMENT

Kim Z.

REC'D BY HIGHWAY DEPT  
JUN 17 19 PM 2:54

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

Monday, June 17<sup>th</sup>, 2019

Dear Deputy Commissioner John Bishop:

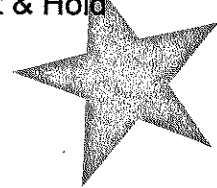
The Gold Coast Business Association request to hold their 6<sup>th</sup> Annual Fall Fest in the Glen Head Train Station Parking Lots on Sunday, October 27<sup>th</sup>, 2019 from 10am to 4pm. We would need the parking lots from 7am to 5pm. There are three lots for Field G2 and we will just need the 2 lots starting at Glen Head Road to Prospect Street (by the Gold Coast Library).

We have requested the Showmobile on that date (see attached) and would also need the following: 6 barricades, 1 dozen cones, and 1 dozen sort pails for garbage. Also notifying the parking lot parkers it will be closed for this event.

We are working on getting the insurance and should have that to you in the next week or two. Attached is all the other paperwork required. (Equipment permit & Hold Harmless Agreement)

Thank you,

Deborah Orgel-Gordon  
Recording Secretary/Co-Chair Fall Fest 2019  
Gold Coast Business Association  
(516) 776-0694



Gold Coast Business Association\*\*PO Box 251\*\*Glen Head, NY 11545



GOLDC-5

OP ID: MC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2018

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

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

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

516-678-0070

CONTACT

PHONE (A/C, Mo, Ext): 516-678-0070

FAX (A/C, Mo): 516-678-0258

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: THE HARTFORD

22357

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
GOLD COAST BUSINESS ASSOCIATION INC  
PO Box 261  
Glen Head, NY 11545-0001

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LINE	TYPE OF INSURANCE	ADD. INSR NO. (NO)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners	X	1288NBE1917	11/29/2018	11/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PROPERTY (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPINF AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Per 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					EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED <input type="checkbox"/> RETENTION \$					PER STATUTE <input type="checkbox"/> OTH- ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

certificate holder is additional insured

## CERTIFICATE HOLDER

TOWN OF OYSTER BAY

TOWN OF OYSTER BAY  
150 MILLER PLACE  
SYOSSET, NY 11791

Reviewed By  
Office of Town Attorney

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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POLICY NUMBER: 12SBMBE1917

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Town of Oyster Bay 155 Miller Place Syosset, NY 11791	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed By  
Office of Town Attorney



CG 20 10 07 04

© ISO Properties, Inc., 2004

Page 1 of 1 ☐

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

This Agreement is made this 27 day of October 2019, by Gold Coast Business Association (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Glen Head Train Station parking lots - Field G-2  
Glen Head Rd to Prospect St - on Railroad Ave. Glen Head

for the event described as Gold Coast Business Association Fall Fest

The property/equipment is needed from 8:30am - to 4:30 pm

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

Gold Coast Business Association

Address of Organization

PO Box 251, Glen Head, NY 11545

By: Deborah Orgel-Gordon  
Authorized Representative

Title: Recording Secretary

Telephone Number: 516-776-0694

*[Signature]*

DATE: 8/12/19

TO: HIGHWAY OPERATIONS

SUBJECT: *Glen head Business Assoc. Fallfest*  
~~Rotary Club of Locust Valley, Oktoberfest~~

PLEASE DELIVER TO:  
See attached Email and pictures  
For location – same location as Show  
Mobile from Parks  
Glen Head

CONTACT: Deborah Orgel-Gordon  
516-776-0694

DATE OF EVENT: 10/27/19

SNOW FENCE:

BARRICADES: 6

CONES: 12

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 10/25/19


PICKUP ON: 10/28/19

SWEEPING BEFORE AFFAIR IS NEEDED:

YES XX  
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  
Scott Dade, Area Foreman 011  
Jeff VanNostrand  
Public Safety Division

## Kimberly Zervos

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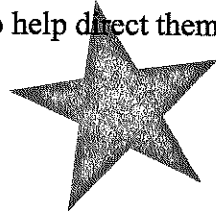
**From:** Deborah Orgel Gordon <deborgelgordon@gmail.com>  
**Sent:** Wednesday, August 07, 2019 2:50 PM  
**To:** Kimberly Zervos  
**Cc:** President GCBA; Ronnie Thyben  
**Subject:** Show mobile location - GCBA Fall Fest - October 27th, 2019  
**Attachments:** IMG\_6339.jpg; IMG\_6340.jpg

Dear Kim,

These are pics of where the Show mobile location should be at the Glen Head Train Station on October 27th. This is near the corner of School Street but the opposite side of the parking lot. If looking towards Glen Head Rd and the Christmas Tree its the second parking lot between School Street & Heirloom Tavern Restaurant (32 Railroad Avenue, Glen Head) in the middle of parking lot the show mobile will go against where the fence is and the train tracks with the stage out towards the parking lot.

I live two blocks from this location and when they come to bring it I can be there to help direct them to the right location.

Thank you,  
Deborah Orgel Gordon  
CO-Chair Fall Fest  
Gold Coast Business Association  
516-776-0694-cell



Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, the New York Marine Trades Association, ("NYMTA") 188 Park Avenue, Amityville, New York 11701, requested the use of the parking lot at TOBAY Beach and the Joseph J. Saladino Memorial Marina Boat Basin at TOBAY Beach, Massapequa, New York, for its 43<sup>rd</sup> Annual In-Water Boat Show, Friday, September 27, 2019 through Sunday, September 29, 2019, with rain dates of Friday, October 4, 2019 through Monday, October 6, 2019; and setup of exhibits to occur Monday, September 23, 2019 through Thursday, September 26, 2019, and the breakdown of exhibits to be completed no later than October 11, 2019; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 23, 2019, advised that the abovementioned property is not required for use by the Town at that time, and that the Department of Parks has no objection to providing same to the New York Marine Trades Association for its Annual In-Water Boat Show; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Department of Parks is hereby authorized to provide the use of the parking lot at TOBAY Beach and the Joseph J. Saladino Memorial Marina Boat Basin at TOBAY Beach, Massapequa, New York to the New York Marine Trades Association, in connection with its 43<sup>rd</sup> Annual In-Water Boat Show, from Friday September 27, 2019 through Sunday, September 29, 2019, with rain dates of Friday, October 4, 2019 through Monday, October 6, 2019, and subject to the following conditions:

1. Set-up will begin no earlier than September 23, 2019;
2. Break-down will be completed no later than October 11, 2019;
3. The NYMTA will be charged a facility use fee of \$14,500.00 and will supply a \$2,500 sponsorship of the Town's Bluefish Tournament;
4. Any items provided by the NYMTA and left at TOBAY Beach will become the property of the Town of Oyster Bay;
5. NYMTA staff will handle all security, crowd control, dock repairs, press requirements, VIP tickets and Public Information as necessary;
6. Exhibitors will maintain clean, neat, and attractive displays at all times;
7. Emergency Medical Technician(s), hired by the NYMTA, will be on duty during all boat show hours;

8. Layout will be approved by the Commissioner of the Department of Parks, Town of Oyster Bay, in conjunction with the Nassau County Fire Marshall and other regulatory agencies;
9. The show trailer will be provided by the NYMTA and will be self-contained including electricity and other items necessary for the successful operation of the boat show;
10. The NYMTA will provide the ticket booths and the staff to collect fees. The fees are: \$15.00, adults; \$12.00, senior citizens; \$5 children between the ages 6-12; children age 5 and under free of charge;
11. Security will be provided by the NYMTA around the clock during set-up and break-down, and from show closing to show re-opening, each day of operation;
12. All electric connections will be made by a licensed and bonded electrician hired by NYMTA;
13. Portable restroom facilities will be provided by the NYMTA and be cleaned, pumped out and restocked several times per day. TOB restroom facilities used for the boat show will be cleaned and restocked by the NYMTA as necessary;
14. Tents will be set-up and maintained by the NYMTA. All penetrations of the black top will be repaired by the NYMTA-hired tent contractor to the satisfaction of the Town of Oyster Bay on or prior to October 4, 2019 (October 11, 2019, rain date);
15. Insurance in the amounts of: \$1,000,000 (\$2,000,000 aggregate) comprehensive, \$1,000,000 personal injury, and \$500,000 property damage are to be provided by NYMTA with the Town of Oyster Bay listed as additional insured;
16. The NYMTA assumes all risk in the operation of this boat show and agrees to hold harmless the Town of Oyster Bay from any claims, losses, damages, or injuries arising out of the operation of the boat show;
17. The NYMTA agrees to abide by any and all directives issued by the Commissioner of the Department of Parks or his designees; and
18. Town of Oyster Bay Ordinance 168-22, alcoholic beverages, is waived during the dates of operation.

-#-

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

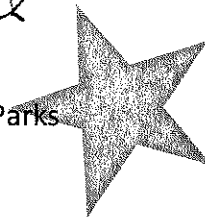


10. The NYMTA will provide ticket booths and the staff to collect fees. The fees are as follows: \$15.00 adults; \$12.00 senior citizens; \$5.00 children 6-15; 5 and under free of charge.
11. Security will be provided by the NYMTA around the clock during set-up and break-down, and from show closing to show re-opening, each day of operation.
12. All electric connections will be made by a licensed and bonded electrician hired by NYMTA.
13. Portable restroom facilities will be provided by the NYMTA and will be cleaned, pumped out and restocked several times per day. TOB restroom facilities used for the boat show will be cleaned and restocked by the NYMTA as necessary.
14. Tents will be set-up and maintained by the NYMTA. All penetrations of the black top will be filled to the satisfaction of the Town of Oyster Bay by NYMTA hired tent contractor on or prior to October 4, 2019, (October 11, 2019, rain date).
15. Insurance in the amounts of: \$1,000,000.00 (\$2,000,000.00 aggregate) comprehensive; \$1,000,000.00 personal injury; and \$500,000.00 property damage. The Town of Oyster Bay is listed additional insured.
16. The NYMTA assumes all risk in the operation of this boat show and agrees to hold harmless the Town of Oyster Bay of claims, losses, damages, or injuries arising out of the operation of the boat show.
17. The NYMTA agrees to abide by any and all directives issued by the Commissioner of Parks or his designees.

It is also requested that Town of Oyster Bay Ordinance 168-22, alcoholic beverages, be waived during the dates of operation.



Joseph G. Pinto  
Commissioner of Parks



JGP:gv  
Attachments  
cc: Town Attorney (+9)

## **Request for Permission and Proposal of Operating Guidelines for**

### **the NYMTA Tobay Beach In-Water Boat Show**

#### **Proposal**

The New York Marine Trades Association would like to obtain permission to utilize Joseph J. Saladino Memorial Marina along with the parking lot at TOBAY beach. The show will be open September 27<sup>th</sup>, September 28<sup>th</sup> and September 29<sup>th</sup>, 2019 for the purpose of conducting the Tobay Beach In-Water Boat Show. In case of a rain out that precludes us from opening the show on September 27<sup>th</sup> and or September 28<sup>th</sup> and or September 29<sup>th</sup>, the show will re-open October 4<sup>th</sup>, October 5<sup>th</sup>, and October 6<sup>th</sup> 2019.

#### **Move-In and Move-Out Dates**

Our move-in period will be four days prior to the show opening, which will include setting up the necessary tents, toilet facilities, electric, etc., as well as having the exhibitors set up their displays. Our move-out period will be five days after the show closing, for the dismantling of exhibits and suppliers. We will require one additional day for a final clean up.

#### **Staff**

Our field personnel will handle maintenance (garbage patrol, restocking rest rooms), security, crowd control, repairs, and trouble-shooting. Our office personnel will handle exhibitor needs, VIP tickets, press requirements, will call tickets, messages for exhibitors and public information (directions, etc.).

#### **Exhibitors**

We require our exhibitors to maintain clean, neat, attractive displays at all times. Most are local marine businesses on Long Island and go to great lengths to make their displays appealing. We provide several groups with exhibit space at no charge, such as the United States Coast Guard Auxiliary, the US Power Squadron, and the town of Oyster Bay with exhibit space.

#### **Layout**

Our show layout will be arranged in cooperation with the Nassau County Fire Marshall and/or other approved agencies, to insure adequate fire protection and will be subject to the approval of the Town of Oyster Bay's Commissioner of Parks.

#### **Show Trailer**

We will provide our own show trailers, which would be a self-contained unit placed just outside the show entrance for use as the official show office. It will be wired for electric, and will contain all the equipment necessary for the smooth running of the show, including a safe, computer, copier, phones, facsimile machine, etc.

#### **Ticket Sales**

We will provide our own ticket booths and will have an adequate staff to collect the admission charge for the show. The charge for adults will be \$15.00, and we will offer a reduced admission rate of \$12.00 for senior citizens and \$5 children 6-15. Children 5 and under are free of charge. If ticket prices change, we will notify the Town of Oyster Bay in advance. \$2.00 off coupons are available at [nymta.com](http://nymta.com)

#### **Security**

To be provided by the NYMTA. Security officers will be in force each evening from show closing to show re-opening, in two shifts. Security officers will also be in force around the clock during the move-in and move-out periods.

#### **Electric**

To be provided by a local licensed and bonded electrician. They will wire each of the accessory tents for overhead lighting, as well as provide outlets for each exhibitor who orders one from us. The electrician we select will be available 24 hours a day for emergency service on both the dock and hookups and tent wiring. The licensed electrician will follow the applicable codes as required.

**NYMTA Tobay Beach In-Water Boat Show**

**Rest Room Facilities**

We will provide portable facilities. Each unit will be cleared and pumped out several times and restocked with supplies frequently. We will have our show staff clean and restock, as necessary, the rest rooms permanently located at the marina.

**Tents**

We will be responsible for the erection and dismantling of all tents, as well as for adjustments needed.

**Parking Lot**

We will penetrate the blacktop surface of the parking area. All holes will be filled by NYMTA hired tent contractor to the satisfaction of the Town of Oyster Bay.

**Dumpsters**

To be provided by a local carting company. We will be responsible for the number of containers placed, as well as their maintenance throughout the show. The dumpsters will be emptied as needed. In addition, individual garbage cans will be placed throughout the show grounds and emptied continuously.

**Advertising**

We will advertise extensively in local publications such as Newsday and local boating publications, as well as publicize the show through posters and cable television advertisements, press releases, and national boating magazines.

**Insurance**

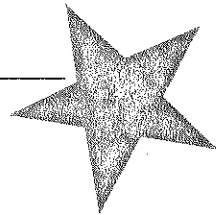
The New York Marine Trades Association will provide comprehensive public liability insurance on the new simplified form with a combined single limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The Town of Oyster Bay will be named as the additional insured. We agree to provide any additional insurance as requested by the Town of Oyster Bay. In addition, each exhibitor is contractually required to maintain worker's compensation and employee's liability coverage for their employees, as well as comprehensive general liability insurance including blanket contractual liability naming the association as an additional insured. The limits of liability will be at least one million dollars (\$1,000,000) with respect to injuries to any one person resulting from any one occurrence, one million dollars (\$1,000,000) with respect to injuries to one or more persons in any one occurrence, and five hundred thousand dollars (\$500,000) with respect to any damage of property resulting from any one occurrence.

**Indemnification**

The New York Marine Trades Association assumes all risk in the operation of this boat show and agrees to hold harmless the Town of Oyster Bay from any claims, losses, damages, or injuries arising out of the operations of the boat show.

Authorized Signature: \_\_\_\_\_  
New York Marine Trades Association  
Chris McGuirk, Treasurer, NYMTA  
188 Park Avenue, Suite E  
Amityville, NY 11701  
631-691-7050

Date: \_\_\_\_\_



Authorized Signature: \_\_\_\_\_  
Town of Oyster Bay

Date: \_\_\_\_\_



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/13/2019

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

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

PRODUCER		CONTACT NAME: Marisa Mancini-Cavali	
Shoff Darby Companies		PHONE (A/C, No, Ext): (203) 354-6200	FAX (A/C, No): (203) 354-6480
488 Main Avenue		E-MAIL ADDRESS: cavaliom@shoffdarby.com	
3rd Floor		INSURER(S) AFFORDING COVERAGE	
Norwalk CT 06851		INSURER A: U.S.Specialty Ins Co	NAIC #: 29599
INSURED		INSURER B:	
NACS & its member:		INSURER C:	
New York Marine Trades Association		INSURER D:	
194 Park Ave. Suite B		INSURER E:	
Amityville NY 11701		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19/20 \$2m NA/3pp REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	U-19/7006779	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		U-19/7006779	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Town of Oyster Bay, Tobay Beach Marina, All Island Marine, Northshore Golf Car Service Inc., and Long Island Exposition, LLC, are named as additional insured as respects to our insured's operations only. This coverage is with respect to the Tobay Beach In-Water Boat Show to be held on September 23 - October 11, 2019, including setup & breakdown at the Tobay Beach Marina, Massapequa, NY.

CERTIFICATE HOLDER	CANCELLATION
Tobay Beach Marina and Town Of Oyster Bay One Ocean Parkway Massapequa	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Reviewed By Office of Town Attorney NY 11702	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Town of Oyster Bay & Tobay Beach Marina  
One Ocean Parkway  
Massapequa, NY. 11702

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

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

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

However:

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

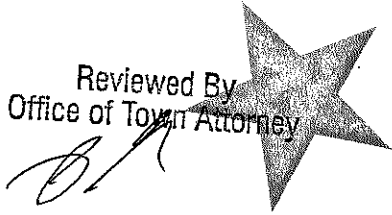
**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

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

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

Reviewed By  
Office of Town Attorney



See if ready for engines  
Underneath for dri  
Ord. See oneil &

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

This Agreement is made this 14 day of August 2019, by New York Marine Trades Assoc. (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Tobay Beach Manna and Parking Lot

for the event described as Boat Show

The property/equipment is needed from 9/23/19 to 10/11/19

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

New York Marine Trade Assoc.

Address of Organization

188 Park Ave, Suite E  
Amitville, NY 11701

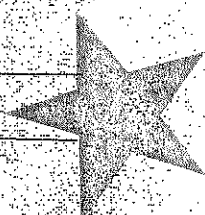
By:

Ch. McLeod  
Authorized Representative

Title:

Sec. 1 Res.

Telephone Number



Reviewed By  
Office of Town Attorney

[Signature]

THE NEW YORK MARINE TRADES ASSOC.

188 PARK AVE STE E  
AMITYVILLE, NY 11701

1734

DATE

8/12/19

1-2  
210 895

PAY  
TO THE  
ORDER OF

Town of Oyster Bay  
Fourteen Thousand Five Hundred Dollars and 00/100

\$14,500.00

DOLLARS

1-2  
210 895

CHASE

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

FOR

Tobey Boat Show

CL MBE

MP

THE NEW YORK MARINE TRADES ASSOC.

188 PARK AVE STE E  
AMITYVILLE, NY 11701

1735

DATE

8/12/19

1-2  
210 895

PAY  
TO THE  
ORDER OF

Town of Oyster Bay  
Two Thousand Five Hundred Dollars and 00/100

\$2,500.00

DOLLARS

1-2  
210 895

CHASE

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

FOR

CL MBE

MP

WHEREAS, Al Karo has requested to donate a memorial plaque for an existing bench, located in the Honorable Joseph Colby Golf Course, Woodbury, in memory of Richard Epstein; 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 August 21, 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 Al Karo to be deposited into Account No. PKS A 0001 02770 590 0000, to purchase a memorial plaque for an existing bench, located in the Honorable Joseph Colby Golf Course, Woodbury, in memory of Richard Epstein.

-#-

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



WHEREAS, by Resolution No. 103-2015, adopted on February 24, 2015, the Town Board established a fee schedule for activities at the Town of Oyster Bay Skating Center at Bethpage; and

WHEREAS, Resolution No. 103-2015 was amended by Resolution No. 575-2018, adopted on September 18, 2018; and

WHEREAS, by letter dated June 2019, Bryan D. Blomquist, President, Long Island Sled Hockey, Inc., an organization dedicated to providing participation and competition in sled hockey activities for physically and/or mentally disabled athletes, requested that the Town of Oyster Bay donate ice time at the Town Skating Center to allow these athletes, who include four Wounded Warriors, to be able to continue practicing and competing in this sport; and

WHEREAS, the Long Island Sled Hockey's "Roughriders", provides the only program of its kind, joining both physically and mentally challenged athletes together in the same venue; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 29, 2019, requested that the Town Board waive the Ice Charter Rink Rental fee authorized by Town Board Resolution No. 103-2015, as amended by Resolution No. 575-2018, during the following times, to allow for use by the Long Island Sled Hockey, Inc.:

- 1) Tuesdays – 5:30 pm to 6:30 pm from October 1, 2019 through May 12, 2020
- 2) Saturdays – 9:15 am to 10:30 am from October 5, 2019 through May 9, 2020, and

Commissioner Pinto advised the Town Board that, as in the past, these dates and times will not impact the operation of the rink; and

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

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is authorized and directed to allow Long Island Sled Hockey, Inc. use of the Town of Oyster Bay Ice Skating Center at Bethpage during the following times and dates:

- 1) Tuesdays – 5:30 pm to 6:30 pm from October 1, 2019 through May 12, 2020
- 2) Saturdays – 9:15 am to 10:30 am from October 5, 2019 through May 9, 2020, and

and to waive the Ice Charter Rink Rental fee 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 Department of parks, or his duly designated representative;

Reviewed By  
Office of Town Attorney

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

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

-#-

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

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

10

Town of Oyster Bay  
Inter-Departmental Memo

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

SUBJECT: Memorial Plaque

DATE: August 21, 2019

---

The Department of Parks has received a request from Al Karo (letter attached) requesting to donate a memorial plaque to be placed on an existing bench in the Honorable Joseph Colby Golf Course in memory of Richard Epstein.

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

The plaque will be purchased by Al Karo 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 Al Karo. 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:** Joseph Pinto  
**Sent:** Friday, August 16, 2019 2:12 PM  
**To:** 'Al Karo'  
**Cc:** Diann Codispodo  
**Subject:** RE: Golf Course Memorial

Diann,

Could you please call Mr Karo when you get in next. His cell number is 662-4626. I approve this request.

Thanks  
Joe

---

**From:** Al Karo [<mailto:karo@optonline.net>]  
**Sent:** Monday, August 05, 2019 10:56 AM  
**To:** Joseph Pinto  
**Subject:** Golf Course Memorial  
**Importance:** High

Good morning Commissioner, we haven't spoken for a while. I wanted to first tell you the new Greenkeeper at the course is doing a great job. The course hasn't looked this good in years. I especially like the new neon yellow shirts, we sure see them coming!

I have a request, I spoke to Tony Curcio and he referred me to you. My group has been playing at the course for all 30 years it has been open. We play at least once a week the entire season. Unfortunately, we lost a good friend to cancer, Richard Epstein, this past October. We have noticed a number of memorial plaques around the course. We were wondering if we can have one dedicated to our good friend, Richie. If we can and it is not too big an ask, we would like to mount it on the bench at hole #12 where Richie made the only hole in one our group has had. Whatever the cost, we will bear it. His wife and daughters, as well as all of us would greatly appreciate if this is possible.

Thank you in advance for your help and consideration.

Al Karo  
[karo@optonline.net](mailto:karo@optonline.net)  
516-938-7611

4

TOWN OF OYSTER BAY

**Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, Commissioner  
Department of Parks

DATE: August 29, 2019

SUBJECT: Waiver of Fees for Long Island Sled Hockey, Inc.

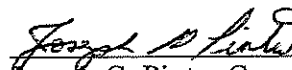
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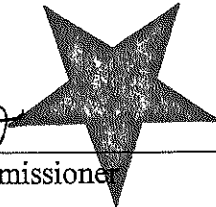
Long Island Sled Hockey, Inc., by their attached letter requests that the Town Board waive the Ice Rental fee at the Town of Oyster Bay Ice Skating Center at Bethpage authorized by Town Board Resolution No. 103-2015, as amended by Resolution No. 575-2018, during the following times:

Tuesdays – 5:30 p.m. to 6:30 p.m beginning October 1, 2019 through May 12, 2020

Saturdays – 9:15 a.m. to 10:30 a.m. beginning October 5, 2019 through May 9, 2020.

It is requested and recommended that the Town Board waive the applicable fees for the ice time as stated above to accommodate league play of Long Island Sled Hockey, Inc.

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



JGP:cs

Enc.

cc: Town Attorney (with 7 copies)

Chris Nocella, Manager, Town of Oyster Bay Ice Skating Center at Bethpage



# Long Island Sled Hockey, Inc.

## FOR THE DIFFERENTLY-ABLED ATHLETE

33 Harding Avenue, Lynbrook, New York 11563 • 516-509-2406 • [www.LISLEDHOCKEY.org](http://www.LISLEDHOCKEY.org)

### LETTER OF REQUEST

June 2019

Supervisor Joseph Saladino & Town Board  
Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, New York 11771

Dear Joe & All Our Friends in the Town of Oyster Bay,

After another incredible season, the Long Island Sled Hockey RoughRiders saw their tournament history display an amazing 20 championships, 7 Silver Medals and 13 Bronze Medals, all in just 50 tournaments; a most proud coming on April 7<sup>th</sup>, when the RoughRiders, after an undefeated weekend, captured THEIR FIRST-EVER USA HOCKEY NATIONAL CHAMPIONSHIP, in Tampa, Florida. From a team roster of just 16 athletes in 2003, this program has grown to 51 athletes, with four more expected to join our ranks in October of this year.

That said, I respectfully submit this Letter of Request. I ask that our ice time for the 2019-2020 season once again be donated by the Town of Oyster Bay. As our Board continues to seek out new venues and tournaments in which our athletes can have the opportunity to compete against their peers, witness new places and make new lasting friendships, we continue to find that these venues do exist, but come at quite a cost. Five travel tournaments this season, to London, Ontario, Canada, as well as Chicago, Illinois, West Palm Beach and then Tampa, Florida, as well as Westfield, Massachusetts, cost our program over \$170,000!!!. We also spent another \$12,000 hosting our home tournament in May. Another \$25-30,000 per season in equipment, plus van and storage expense, we still maintain a policy whereby our athletes pay nothing for any equipment, uniforms, sleds, airfare, travel, lodging, meals, etc. When we incorporated in 2003 our Board held that tenet at our inception. That will remain in place as long as I head this program.

We remain the only program of its kind, enjoining both physically and mentally challenged athletes in the same venue. Your commitment to and compassion for our "kids" is THE reason the Town of Oyster Bay Ice Skating Center is the Home of Long Island Sled Hockey. The help of Andy Rothstein and Joe Pinto has been invaluable to our program.

I would like to ask the TOB Board and its Commissioners for the following: Tuesdays from 5:30-6:30 p.m. and Saturdays from 9:15 -- 10:30 a.m.: from October 1<sup>st</sup>, 2019 until Tuesday, May 12<sup>th</sup>, 2020. This reflects the same time frame and days as this past season. IF THERE IS ANY WAY TO ADD AN ADDITIONAL 30 MINUTES TO THE FRONT OR REAR OF THSES TIME FRAMES, IT WOULD BE GREATLY APPECIATED AND WILL BE PAID FOR IF IT CAN BE WORKED OUT.

Again, on behalf of the athletes, coaches, staff and families of Long Island Sled Hockey, Inc., I thank you.

Respectfully Submitted,

Bryan D. Blomquist  
Long Island Sled Hockey, Inc.  
President, Coach, Fundraiser, Proud Father of a Special Athlete, Vietnam Veteran, American

We are a registered 501(c)(3) not-for-profit organization

WHEREAS, the application of COLD SPRING HARBOR LABORATORY, fee owner, for site plan approval for the construction of a 2,985 square foot greenhouse and a 189 square foot boiler room on premises located in an "R-1-1A" Residential District at 500 Sunnyside Boulevard, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 13, Block 113, Lots 20 and 54 on the Land and Tax Map of Nassau County, has been submitted to the Town of Oyster Bay Planning Advisory Board in accordance with Town Board site plan review requirements; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated April 9, 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. 9, relative to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave facilities" on the Type II Actions List, and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and

WHEREAS, the site plan has been reviewed by the various interested departments, agencies and the Planning Advisory Board; and

WHEREAS, the Town of Oyster Bay Planning Advisory Board, by Resolution No. 08-2019, adopted on July 18, 2019, recommended approval of the abovementioned site plan application by the Town Board subject to and upon the full compliance in all respects with the conditions and provisions contained in said Resolution No. 08-2019 of the Planning Advisory Board and incorporated herein by reference; and

WHEREAS, the Town of Oyster Bay Zoning Board of Appeals, by Decision No. 19-442, issued on August 22, 2019, approved the abovementioned site plan application subject to and upon the full compliance in all respects with the conditions and provisions contained in said Decision No. 19-442 of the Zoning Board of Appeals and incorporated herein by reference; and,

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated August 28, 2019, advised that the Department of Planning and Development has reviewed the following twelve (12) plans prepared by Michael W. Keffer, P.E., Kenneth A. Kelt, L.L.A., and Kevin M. Paul, R.A., H2M architects + engineers, Melville, New York 11747:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>DATE</u>
C1.0	EXISTING SITE CONDITIONS	Michael W. Keffer, P.E.	07/2019
C1.1	SITE REMOVALS PLAN	Michael W. Keffer, P.E.	07/2019
C2.0	DIMENSIONAL SITE PLAN	Michael W. Keffer, P.E.	07/2019

C2.1	DIMENSIONAL SITE PLAN (20 SCALE)	Michael W. Keffer, P.E.	07/2019
C2.2	LIGHTING PLAN	Michael W. Keffer, P.E.	07/2019
C3.0	GRADING & DRAINAGES PLAN	Michael W. Keffer, P.E.	07/2019
C5.0	EROSION AND SEDIMENT CONTROL PLAN	Michael W. Keffer, P.E.	07/2019
C6.0	MASTER SIGNAGE/ SNOW MANAGEMENT PLAN	Michael W. Keffer, P.E.	07/2019
C7.0	SITE DETAILS	Michael W. Keffer, P.E.	07/2019
C8.0	REAR AREA OF BUILDING EXISTING PLANT SCREENING AND RESTRIPIING PLAN	Michael W. Keffer, P.E.	07/2019
C4.0	PLANTING PLAN	Kenneth A. Kelt, L.L.A.	07/2019
A1.0	PROPOSED PLAN AND ELEVATIONS	Kevin M. Paul, R.A.	12/3/18

WHEREAS, said Commissioner further reported that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommended Town Board approval for the plans enumerated herein,

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, dated August 28, 2019, the twelve (12) plans prepared by H2M architects + engineers, Melville, New York, are hereby approved; and be it further

RESOLVED, That the application of COLD SPRING HARBOR LABORATORY for Site Plan Approval for the construction of a 2,985 square foot greenhouse and 189 square foot boiler room on the premises located at 500 Sunnyside Boulevard, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 13, Block 113, Lots 20 and 54 on the Land and Tax Map of Nassau County, is hereby APPROVED, subject to and upon the full compliance in all respects with the following conditions and provisions:

1. That the plans approved by this Resolution shall be strictly adhered to.
2. The applicant will install a water irrigation system for landscaping.
3. The exterior structures, the parking lot, landscaped areas and all other installations visible to the public shall be continually maintained and kept neat and in good repair.
4. All garbage and rubbish shall be disposed of in accordance with local standards.



5. No lighting shall be located on said site so as to cause any annoyance, inconvenience or glare to abutting neighbors or vehicular traffic.
6. The submission to, and approval by, the Division of Building, Department of Planning and Development, Town of Oyster Bay, of building and construction plans, and the issuance of a building permit.
7. The subject parcel shall be used and developed so as to comply with all local laws, ordinances, building codes, rules and regulations of any and all Town, County, State, and/or Federal bodies, departments or agencies thereof.
8. In the event Applicant seeks permission to make a change to the subject structure or property after the date of this Resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same. Any major modifications to said plans may be done only by Planning Advisory Board Resolution.

-#-

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

**DATE: AUGUST 28, 2019**

**SUBJECT: SITE PLAN REVIEW AND APPROVAL  
COLD SPRING HARBOR LABORATORY  
500 SUNNYSIDE BLVD.  
WOODBURY, NEW YORK 11797  
SECTION 13, BLOCK 113, LOT 20 + 54  
SPECIAL USE PERMIT APPLICATION NO. SP 05-19**

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This Department has reviewed the proposed Site Plan Application for the above-captioned project and has reviewed the plans with regard to section, block and lot designation, zoning classification, existing variances, zoning violations and required off-street parking. The Department's review is made pursuant to Chapter 246 of the Code of the Town of Oyster Bay.

The site in question received a Special Use Permit through the Town Board on March 14, 1961 in order to erect and maintain a medical and diagnostic center in which it listed the actual objectives of the facility being, among other things, the early detection of cancer, scientific medical research into the causes/cures of cancer, and the education of the general public as well as professional circles in the field of cancer research. On April 12, 1977, the applicant again received a Special Use Permit to maintain ancillary administrative offices through Town Board Resolution Number 274-77. Following that, the applicant obtained a Special Use Permit from the Town Board on April 11, 1978 (Town Board Resolution Number #307-78 attached) in order to operate an "educational facility" with other functions such as the advancement and diffusion of knowledge of the science of physics and its application to human welfare (eleemosynary institution). Most recently the applicant received Site Plan Approval through Town Board Resolution Number 530-12 dated June 5, 2012 to construct an approximately 7,000 sq. ft. addition to the facility.

As per the Restrictive Covenants associated with Town Board Resolution 530-12, specifically number 1, it states that, "...the plans approved by this Resolution shall be strictly adhered to." Currently the applicant has submitted proposed plans to construct an approximately 3,000 sq. ft. greenhouse on the subject premises that will be utilized for scientific research. It should be noted that this application has already been given approval from the Town of Oyster Bay Planning Advisory Board via Resolution Number 8-2019, dated July 18, 2019 (attached), as well as through the Zoning Board of Appeals Decision Number 19-442, dated August 22, 2019 (attached).

This Department has reviewed the following ten (10) drawings prepared by Michael W. Keffer, P.E., are identified as follows:

<u>NUMBER</u>	<u>TITLE</u>	<u>LAST REVISED</u>
C1.0	EXISTING SITE CONDITIONS	07/2019

C1.1	SITE REMOVALS PLAN	07/2019
C2.0	DIMENSIONAL SITE PLAN	07/2019
C2.1	DIMENSIONAL SITE PLAN (20 SCALE)	07/2019
C2.2	LIGHTING PLAN	07/2019
C3.0	GRADING AND DRAINAGE PLAN	07/2019
C5.0	EROSION AND SEDIMENT CONTROL PLAN	07/2019
C6.0	MASTER SIGNAGE / SNOW MANAGEMENT PLAN	07/2019
C7.0	SITE DETAILS	07/2019
C8.0	REAR AREA OF BUILDING EXISTING PLANT SCREENING AND RESTRIPIING PLAN	07/2019

and the following one (1) drawing prepared by Kenneth A. Kelt, L.L.A., is identified as follows:

<u>NUMBER</u>	<u>TITLE</u>	<u>LAST REVISED</u>
C4.0	PLANTING PLAN	07/2019


and the following one (1) drawing prepared by Kevin M. Paul, R.A., is identified as follows:

<u>NUMBER</u>	<u>TITLE</u>	<u>LAST REVISED</u>
A1.0	PROPOSED PLAN AND ELEVATIONS	12/03/2018

Also submitted for your review are the following documents:

1. Town Board Resolution dated March 14, 1961
2. Town Board Resolution Number 274-77, dated April 12, 1977
3. Town Board Resolution Number 332-77, dated May 3, 1977
4. Town Board Resolution Number 307-78, dated April 11, 1978
5. Town Board Resolution Number 504-80, dated May 20, 1980
6. Town Board Resolution Number 530-12, dated June 5, 2012
7. Planning Advisory Board Resolution Number 13-2008, dated October 23, 2008
8. Planning Advisory Board Resolution Number 02-2012, dated January 26, 2013
9. Planning Advisory Board Resolution Number 8-2019, dated July 18, 2019
10. Zoning Board of Appeals Decision Number 19-442, dated August 22, 2019
11. Letter from Andrew Levitt, Esq. dated August 27, 2019

Said plans were prepared and modified using the standards set forth in Section 246-6 (Site Plan Review) of the Code of the Town of Oyster Bay as a guide. Development of the subject premises in accordance with the plans attached does, in this Department's opinion, comply with the requirements of Section 246-6 (Site Plan Review) of the Code of the Town of Oyster Bay and therefore, I recommend an amended Site Plan Approval by the Town Board.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:jv

Encls.

cc: Legislative Affairs (9 copies w/ attachments)

Meeting of March 14, 1961

WHEREAS, THE WALDEMAR MEDICAL RESEARCH FOUNDATION, INC. by petition verified the 27th day of January, 1961 heretofore petitioned the Town Board of the Town of Oyster Bay for special permission to erect and maintain a medical and diagnostic center on certain property described below; and

WHEREAS, a duly advertised public hearing on the said petition was held by the Town Board at Town Hall, Oyster Bay, Nassau County, New York on the 21st day of February, 1961 at which hearing parties interested in the subject matter thereof were duly heard; and

WHEREAS, William F. O'Connell, Esq. appeared in behalf of petitioner, Dr. Norman Kolomut, Mrs. Florence Lazere, Mr. F. Howard Colby and Mr. Martin Ginsberg appeared personally in support of the application, and no one appeared in opposition; and

WHEREAS, it appears from the relevant facts and circumstances adduced at the said hearing that although the application is in form a request for special permission to use the subject premises as a "medical and diagnostic center" in accordance with the prosaic definition of the Building Zone Ordinance of the Town of Oyster Bay, the actual objectives of the Waldemar Medical Research Foundation, Inc., the applicant herein, are infinitely more far reaching, encompassing as they do: (1) the early detection of cancer, (2) the scientific medical research causes and into the/cures of cancer, and (3) education of the general public as well as professional circles in this field which has assumed such staggering statistical proportions in modern times; and

WHEREAS, the testimony of Dr. Norman Kolomut, the President of the foundation, indicates that the activities of the center will be directed primarily along lines of laboratory research, and that the presence of "patients" on the premises will be for purposes only of the detection and diagnosis of

cancer and not for treatment, so that there will be no occasion for the installation or use of powerful radiological equipment or materials involving radiation which might be hazardous or even inconvenient to neighboring residents from the point of view of enjoyment of radio and television broadcasts; and

WHEREAS, the subject premises, comprising somewhat more than ten acres, the greater part of which will remain in its present wooded state are sufficiently extensive to assure ample protection to abutting home owners by way of buffering and, perhaps of greater importance, to assure adequate privacy and quiet for the conduct of the activities of the center, particularly in view of the fact that the abutting parcels are zoned for one-acre residences, which are required, under the zoning ordinance, to have a rear yard of not less than 100 feet; and

WHEREAS, in view of all of the foregoing the Board is of the opinion that the proposed use will not have any adverse affect, monetarily or otherwise, upon surrounding properties, which in any event would be far outweighed by the potential benefit not only to the immediate community, but to all mankind as well,

NOW, THEREFORE, BE IT RESOLVED, that the application of THE WALDEMAR MEDICAL RESEARCH FOUNDATION, INC. for a special permit use be granted pursuant to the provisions of the Building Zone Ordinance of the Town of Oyster Bay, as amended and revised, for permission to erect and maintain a medical and diagnostic center at Woodbury on the premises bounded and described as follows:

All that certain plot, piece or parcel of land situate, lying and being at Woodbury, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the intersection of the northerly line of Northern State Parkway with the easterly line of Sunnyside Boulevard and, from said point or place of beginning, running thence North  $00^{\circ} 11' 50''$  West along the easterly line of Sunnyside Boulevard a distance of 114.85 feet; running thence North  $68^{\circ} 11' 16''$  West a distance of 25.00 feet; running thence South  $65^{\circ} 00' 00''$  West a distance of 25.00 feet; running thence North  $48^{\circ} 57' 25''$  West a distance of

104.77 feet running thence North 22° 7' 01" East a distance of 179.45 feet; running thence North 65° 00' 00" East a distance of 188.10 feet; running thence North 79° 00' 00" East a distance of 163.24 feet; running thence South 32° 40' 00" East a distance of 35.00 feet; running thence North 61° 40' 00" East a distance of 125.36 feet; running thence North 53° 00' 00" East a distance of 254.33 feet; running thence South 68° 40' 00" East a distance of 517.73 feet; running thence South 24° 25' 46" East a distance of 244.11 feet to the northerly line of Northern State Parkway; running thence along said northerly line of Northern State Parkway, South 78° 09' 03" West a distance of 918.43 feet to the easterly line of Sunnyside Boulevard at the point or place of beginning.

Said premises are known as Section 13, Block A, part of Lots 554 and 680 on the Land and Tax Map of the County of Nassau.

The vote upon the foregoing resolution being as follows:

Supervisor Burns	Aye
Councilman Holmes	Aye
Councilman Post	Abstaining
Councilman Allsopp	Aye
Councilman Sisia	Aye
Councilman Ocker	Aye
Councilman Poulos	Aye

STATE OF NEW YORK,  
COUNTY OF NASSAU,  
TOWN OF OYSTER BAY

ss.:

I, WILLIAM B. O'KEEFE, Town Clerk

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

~~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 adopted by the Town Board on March 14, 1961 approving the application of Waldemar Medical Research Foundation, Inc. for a special permit use at Woodbury, N. Y.

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 15th day of March, 1961

*William B. O'Keefe*  
Town Clerk.

Meeting of March 14, 1961

RESOLVED, that the application of THE WALDEMAR MEDICAL RESEARCH FOUNDATION, INC. for a special permit use be granted pursuant to the provisions of the Building Zone Ordinance of the Town of Oyster Bay, as amended and revised, for permission to erect and maintain a medical and diagnostic center at Woodbury on the premises bounded and described as follows:

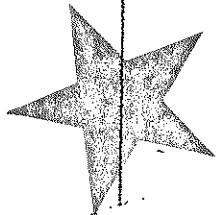
ALL that certain plot, piece or parcel of land situate, lying and being at Woodbury, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the intersection of the northerly line of Northern State Parkway with the easterly line of Sunnyside Boulevard and, from said point or place of beginning, running thence North  $00^{\circ} 11' 50''$  West along the easterly line of Sunnyside Boulevard, a distance of 114.85 feet; running thence North  $68^{\circ} 11' 16''$  West a distance of 143.25 feet; running thence South  $65^{\circ} 00' 00''$  West a distance of 231.81 feet; running thence North  $48^{\circ} 57' 25''$  West a distance of 104.77 feet; running thence North  $22^{\circ} 47' 01''$  East a distance of 179.45 feet; running thence North  $65^{\circ} 00' 00''$  East a distance of 188.10 feet; running thence North  $79^{\circ} 00' 00''$  East a distance of 168.94 feet; running thence South  $32^{\circ} 40' 00''$  East a distance of 35.00 feet; running thence North  $61^{\circ} 40' 00''$  East a distance of 125.36 feet; running thence North  $53^{\circ} 00' 00''$  East a distance of 254.33 feet; running thence South  $68^{\circ} 40' 00''$  East a distance of 517.73 feet; running thence South  $24^{\circ} 25' 46''$  East a distance of 244.11 feet to the northerly line of Northern State Parkway; running thence along said northerly line of Northern State Parkway, South  $78^{\circ} 09' 08''$  West a distance of 918.43 feet to the easterly line of Sunnyside Boulevard at the point or place of beginning.

Said premises are known as Section 13, Block A, part of Lots 534 and 680 on the Land and Tax Map of the County of Nassau.

The vote upon the foregoing resolution being as follows:

Supervisor Burns	Aye
Councilman McInnes	Aye
Councilman Post	Aye
Councilman Allsopp	Abstaining
Councilman Sisia	Aye
Councilman Ocker	Aye
Councilman Poulos	Aye



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

I, WILLIAM B. O'KEEFE, Town Clerk

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~ 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 adopted by the Town Board on March 14, 1961 approving the application of The Waldemar Medical Research Foundation, Inc. for a special permit use at Woodbury, N. Y.

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

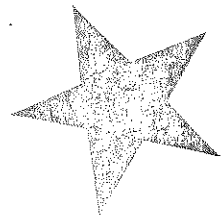
my name and affixed the seal of said Town

this 17th day of March, 1961

*William B. O'Keefe*

Town Clerk

TC-7





Meeting of April 12, 1977

RESOLUTION #274-77

WHEREAS, AMERICAN INSTITUTE OF PHYSICS, INC., by Petition verified the 12th day of January, 1977, heretofore petitioned the Town Board of the Town of Oyster Bay for a special use permit to use, maintain and operate premises described below which are zoned "B" Residential, as an office for the work of administration and coordination of its educational and other functions, including the advancement and diffusion of knowledge of the science of physics and its application to human welfare; and

Approved as to Form  
Deputy Town Attorney

WHEREAS, a duly advertised public hearing on said petition was held by the Town Board of the Town of Oyster Bay at Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 22nd day of March, 1977, at which hearing, parties interested in the subject matter were given an opportunity to be heard; and

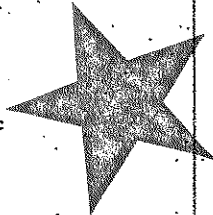
WHEREAS, Allan Nemser, with consent of Roncallo, Leff, Weber and Shapiro, the attorneys for the petitioner, made the presentation in support of the application, and all parties interested in the subject matter and desiring to be heard, were heard; and

WHEREAS, the Nassau Planning Commission, by Resolution No. 1320-77, adopted the 10th day of March, 1977, recommends the Town of Oyster Bay take action as it deems appropriate, the Commission having no objections or modifications; and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts and circumstances adduced at the said hearing and from the facts within the personal knowledge of the members of the Town Board that the requested special use permit will be compatible with the general character of the area, and that the granting of the application upon the condition and restriction set forth, will not endanger the health, safety or welfare of the community or the inhabitants thereof; that the granting of the application will be in keeping with the purpose and intent of the Building Zone Ordinance of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the application of AMERICAN INSTITUTE OF PHYSICS, INC. for a special use permit to use, maintain and operate the premises described below, which are zoned "B" residential as an office for the work of administration and coordination of its educational and other functions, including the advancement and diffusion of knowledge of the science of physics and its application to human welfare, be and the same hereby is GRANTED:

ALL that certain piece or parcel of land situate, lying and being at Woodbury, Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:



BEGINNING at the intersection of the northerly line of Northern State Parkway with the easterly line of Sunnyside Boulevard and, from said point or place of beginning, running thence North 00° 11' 50" West along the easterly line of Sunnyside Boulevard a distance of 114.85 feet; running thence North 68° 11' 16" West a distance of 143.25 feet; running thence South 65° 00' 00" West a distance of 231.81 feet; running thence North 48° 57' 25" West a distance of 104.77 feet; running thence North 22° 47' 01" East a distance of 179.45 feet; running thence North 65° 00' 00" East a distance of 188.10 feet; running thence North 79° 00' 00" East a distance of 168.94 feet; running thence South 32° 40' 00" East a distance of 35.00 feet; running thence North 61° 40' 00" East a distance of 125.36 feet; running thence North 53° 00' 00" East a distance of 254.33 feet; running thence South 68° 40' 00" East a distance of 517.73 feet; running thence South 24° 25' 46" East a distance of 244.11 feet to the northerly line of Northern State Parkway; running thence along said northerly line of Northern State Parkway, South 78° 09' 08" West a distance of 918.43 feet to the easterly line of Sunnyside Boulevard at the point or place of BEGINNING.

Said premises are known as Section 13, Block A, Lot 747 on the Land and Tax Map of the County of Nassau.

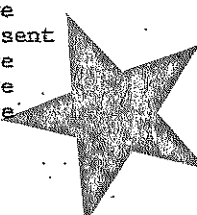
The special use permit granted herein is made subject to and conditioned upon compliance in all respects with the following condition and restriction; and said special use permit shall not become effective unless and until this resolution is duly recorded in the office of the Clerk of Nassau County:

That there shall be absolutely no printing presses, no offset printing, nor printing of any kind or nature, permitted on the above described premises.

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 Saladino	Aye
Councilman Mosca	Aye
Councilman Hogan	Absent
Councilman Carman	Aye
Councilman Diamond	Aye
Councilman Clark	Aye

cc: Supervisor  
Town Board  
Town Attorney  
Comptroller (2)



SEC 13  
BLK A  
LOT 747

FILE  
SBL

P.5-77

Meeting of May 3, 1977.

RESOLUTION #332-77

WHEREAS, by Resolution No. 274-77, adopted by this Board on April 12, 1977, American Institute of Physics, Inc., was granted a special use permit to use, maintain and operate premises described in said resolution which are zoned "B" Residential, as an office for the work of administration and coordination of its educational and other functions, including the advancement and diffusion of knowledge of the science of physics and its application to human welfare; and

WHEREAS, said special use permit, among other things, included the following condition:

"That there shall be absolutely no printing presses, no offset printing, nor printing of any kind or nature, permitted on the above described premises."

and:

WHEREAS, in order to clarify the intent of the Board in the granting of this special use permit, recommendation has been made to amend said Resolution No. 274-77,

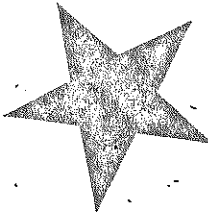
NOW, THEREFORE, BE IT RESOLVED, That Resolution No. 274-77 be and hereby is amended so as to delete the above-mentioned condition and insert in its place the following:

"That there shall be absolutely no printing by any kind of large, heavy or long-run commercial type equipment, but such restriction shall not apply to impression, duplication or reproduction activities performed by xerox or multilith type equipment or by typewriter, keyboard, photographic composition, or other similar types of equipment provided such operations do not produce any perceptible noise outside of the building wherein such equipment is being operated."

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 Saladino	Aye
Councilman Mosca	Aye
Councilman Carman	Aye
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye

cc: Supervisor  
Town Board.  
Town Attorney  
Comptroller (2)



Approved as to Form  
by the Town Attorney

*[Handwritten signature]*

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

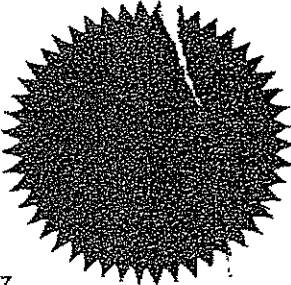
I, ~~XXXXXXXXXXXXXXXXXXXX~~  
ANNA E. SMITH

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 adopted by the Town Board on April 12, 1977 approving the application of AMERICAN INSTITUTE OF PHYSICS, INC., for a special use permit for educational institution at Woodbury, 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.



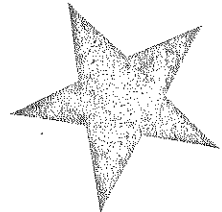
In Testimony Whereof, I have hereunto signed

my name and affixed the seal of said Town

this 12th day of April, 1977

Anna E. Smith  
Deputy Town Clerk

C-7



Meeting of April 11, 1978

WHEREAS, AMERICAN INSTITUTE OF PHYSICS, INCORPORATED, with offices at 335 East 45th Street, New York, New York, by petitions verified the 3rd day of November 1977 and the 8th day of December 1977, heretofore petitioned the Town Board of the Town of Oyster Bay for a special use permit to use, maintain and operate a parcel of land consisting of approximately one acre, and the installation, maintenance and use of a new driveway and entrance from Sunnyside Boulevard in connection with its educational and other functions, including the advancement and diffusion of knowledge of the science of physics and its application to human welfare, on the following described premises which is located in a "B" Residence District, as an eleemosynary institution pursuant to Division 3, Section 222, Subdivision (p) of the Building Zone Ordinance of the Town of Oyster Bay; and

WHEREAS, a duly advertised public hearing on said petition was held by the Town Board of the Town of Oyster Bay at Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 14th day of March, 1978, at which hearing, parties interested in the subject matter were given an opportunity to be heard; and

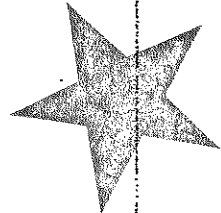
Approved as to Form  
Deputy Town Attorney

WHEREAS, Davies, Hardy, Ives and Lawther, Attorneys for the petitioner, by Philip S. Agar, of Counsel, appeared in support of the application; and

WHEREAS, the Nassau Planning Commission, by Resolution No. 1477-78, adopted the 9th day of March, 1978, recommends the Town of Oyster Bay take action as it deems appropriate, the Commission having no objections or modifications; and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts and circumstances adduced at the said hearing and from the facts within the personal knowledge of the members of the Town Board that the requested special use permit will be compatible with the general character of the area, and that the granting of the application upon the conditions and restrictions set forth, will not endanger the health, safety or welfare of the community or the inhabitants thereof; that the granting of the application will be in keeping with the purpose and intent of the Building Zone Ordinance of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the application of AMERICAN INSTITUTE OF PHYSICS, INCORPORATED for a special use permit to use, maintain and operate a parcel of land consisting of approximately one acre, and the installation, maintenance and use of a new driveway and entrance from Sunnyside Boulevard in connection with its educational and other functions, including the advancement and diffusion of knowledge of the science of physics and its application to human welfare, on the following described premises which is located in a "B" Residence



D ict, as an eleemosynary institution pursuant to Division 3, Section 222, subdivision (p) of the Building Zone Ordinance of the Town of Oyster Bay, be and the same is GRANTED:

→ ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Woodbury, Town of Oyster Bay, County of Nassau and State of New York, known as Lot No. 20 on map entitled, "Map of Woodbury Heights, West, Section 3", filed in the Office of the Clerk of Nassau County on April 15, 1976 as Map No. 8611, said lot being more particularly described as follows:

BEGINNING at a point which lies 114.85 feet distant, as measured along a line running North 0° 11' 50" West from the point formed by the intersection of the northerly line of Northern State Parkway with the easterly line of Sunnyside Boulevard and running thence from said point of beginning located as aforesaid South 89° 48' 10" West along the northerly boundary of Sunnyside Boulevard 50 feet; thence South 0° 11' 50" East 88.57 feet along the westerly line of Sunnyside Boulevard to the point of intersection thereof with the northerly line of Northern State Parkway Service Road; thence along said northerly line of Northern State Parkway Service Road the following three (3) courses and distances (1) North 89° 18' 44" West 66.90 feet; (2) along the arc of a circle curving to the left, the radius of which arc is 1,026 feet for a distance measured along said arc 197.26 feet and (3) South 79° 40' 20" West 156.07 feet; thence departing from said northerly line of Northern State Parkway Service Road, North 15° 43' 00" East 162.66 feet to lands of American Institute of Physics Incorporated; running thence along said lands of American Institute of Physics Incorporated the following three (3) courses and distances: (1) South 48° 57' 25" East 104.77 feet; (2) North 65° 00' 00" East 231.81 feet and (3) South 68° 11' 16" East 143.25 feet to the point of BEGINNING. Said premises being identified as Section 13, Block 113, Lot 20 on the Nassau County Tax Map.

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The special use permit granted herein is made subject to and conditioned upon compliance in all respects with the following conditions and restrictions; and said special use permit shall not become effective unless and until this resolution is duly recorded in the Office of the Clerk of Nassau County:

1. That the applicants shall duly secure any and all necessary approvals from the State of New York, Nassau County and the Town of Oyster Bay or any agencies thereof as concerns the proposed installation, maintenance and use of a new driveway and entrance from Sunnyside Boulevard, and if required by the State of New York, Nassau County or the Town of Oyster Bay or any agencies thereof, then the applicants shall pay for such approvals, all costs of driveway, road or highway alteration, traffic signal light installation and all other costs, in addition to any and all other items required by the State of New York, Nassau County or the Town of Oyster Bay or any agencies thereof.

2. That no building permit shall be issued for any building or any "structure" as is defined in the Building Zone Ordinance of the Town of Oyster Bay, nor shall any building or structure be erected on the above described premises, unless and until the Town Board of the Town of Oyster Bay, after a public hearing, adopts a resolution approving the erection of such building or structure on the above described premises.

3. That the following previous condition and restriction contained in Town Board resolution No. 322-77 dated May 3, 1977: -

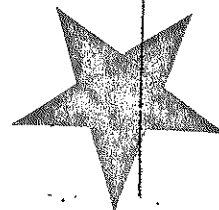
"That there shall be absolutely no printing by any kind of large, heavy or long-run commercial type equipment, but such restriction shall not apply to impression, duplication or reproduction activities performed by xerox or multilith type equipment or by typewriter, keyboard, photographic composition, or other similar types of equipment provided such operations do not produce any perceptible noise outside of the building wherein such equipment is being operated".;

shall also equally apply as a condition and a restriction upon the above described premises.

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

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

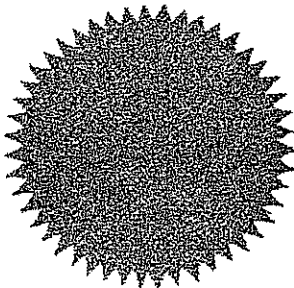
Supervisor Colby	Aye
Councilman Saladino	Aye
Councilman Mosca	Aye
Councilman Garman	Aye
Councilman Hogan	Absent
Councilman Diamond	Aye
Councilman Clark	Aye



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

I, ~~ANNA E. SMITH~~ ~~Town Clerk~~  
ANNA E. SMITH

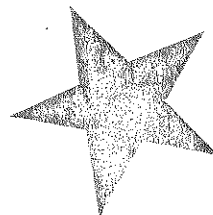
~~HERBERT A. STREISHER~~ Deputy Town Clerk of the Town of Oyster Bay, and  
custodian of the Records of said Town, DO HEREBY CERTIFY that I have compared the an-  
nexed with the original Resolution No. 307-78 adopted by the Town Board on  
April 11, 1978 approving the application of AMERICAN INSTITUTE OF  
PHYSICS, INC. at Woodbury, New York for a special use permit.  
filed in the Town Clerk's Office  
and that the same is a true transcript thereof, and of the whole of such original.



TC-7

In Testimony Whereof, I have hereunto signed  
my name and affixed the seal of said Town  
this 12th day of April 1978.

Anna E. Smith  
Deputy Town Clerk





DCR:psd

Meeting of May 20, 1980

WHEREAS, AMERICAN INSTITUTE OF PHYSICS, INCORPORATED, having a business address of 335 East 45th Street, New York, New York, 10017, by petition verified January 9, 1980, heretofore, petitioned the Town Board of the Town of Oyster Bay, for permission to modify Restrictive Condition No. 2 of Town Board Resolution No. 307-78, dated April 11, 1978, so as to permit and authorize the erection, maintenance, repair and replacement of a six (6) foot fence on approximately one (1) acre of vacant land on the below described premises; and

WHEREAS, the public hearing on said petition was held by the Town Board of the Town of Oyster Bay on April 15, 1980, at which hearing all parties interested in the subject matter and desiring to be heard were given the opportunity to be heard; and

WHEREAS, Windels, Marx, Davies & Ives, Esqs., by Philip S. Agar, Esq., of counsel, appeared on behalf of the petitioner; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 1843-80 adopted March 13, 1980, recommends the Town of Oyster Bay take action as it deems appropriate, the Commission having no objections or modifications; and

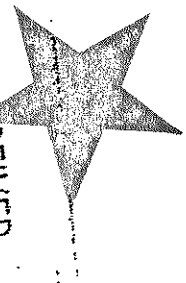
Approved as to Form  
Deputy Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts within the personal knowledge of the members of the Town Board and the facts presented at the public hearing, that the granting of the application will not adversely affect the character of the land adjacent or adjoining the subject premises and that the granting of the application will be in keeping with the purpose and intent of the Building Zone Ordinance of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the application of the AMERICAN INSTITUTE OF PHYSICS, INCORPORATED, for permission to modify Restrictive Condition No. 2 of Town Board Resolution No. 307-78, dated April 11, 1978, so as to permit and authorize the erection, maintenance, repair and replacement of a six (6) foot fence on approximately one (1) acre of vacant land on the following described premises be and the same is hereby GRANTED:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Woodbury, Town of Oyster Bay, County of Nassau and State of New York, known as Lot No. 20 on map entitled, "Map of Woodbury Heights, West, Section 3", filed in the Office of the Clerk of Nassau County on April 15, 1976 as Map No. 8611, said lot being more particularly described as follows:

RECEIVED  
1980 MAY 21 A 9 48  
PLANNING & DEVELOPMENT DEPT  
TOWN OF OYSTER BAY, N.Y.



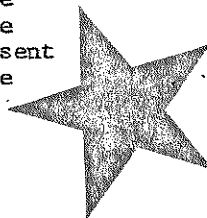
BEGINNING at a point which lies 114.85 feet distant, as measured along a line running North 0° 11' 50" West from the point formed by the intersection of the northerly line of Northern State Parkway with the easterly line of Sunnyside Boulevard and running thence from said point of beginning located as aforesaid South 89° 48' 10" West along the northerly boundary of Sunnyside Boulevard 50 feet; thence South 0° 11' 50" East 88.57 feet along the westerly line of Sunnyside Boulevard to the point of intersection thereof with the northerly line of Northern State Parkway Service Road; thence along said northerly line of Northern State Parkway Service Road the following three (3) courses and distances (1) North 89° 18' 44" West 66.90 feet; (2) along the arc of a circle curving to the left, the radius of which arc is 1,026 feet for a distance measured along said arc 197.26 feet and (3) South 79° 40' 20" West 156.07 feet; thence departing from said northerly line of Northern State Parkway Service Road, North 15° 48' 00" East 162.66 feet to lands of American Institute of Physics Incorporated; running thence along said lands of American Institute of Physics Incorporated the following three (3) courses and distances: (1) South 48° 57' 25" East 104.77 feet; (2) North 65° 00' 00" East 231.81 feet and (3) South 68° 11' 16" East 143.25 feet to the point of BEGINNING. Said premises being identified as Section 13, Block 113, Lot 20 on the Nassau County Tax Map.

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 Saladino	Aye
Councilman Mosca	Aye
Councilman Carman	Aye
Councilman Hogan	Aye
Councilman Diamond	Absent
Councilman Clark	Aye

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

- 2 -



CORRECTED COPY

Meeting of June 5, 2012

RESOLUTION NO. 530-12

WHEREAS, the application of COLD SPRING HARBOR LABORATORY, fee owner, for site plan approval for the erection of a 6,697 square foot research building addition and land-banked parking, for their facility located in an "R-1-1A" Residential District at 500 Sunnyside Boulevard, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 13, Block 113, Lot 54 on the Land and Tax Map of Nassau County, has been submitted to the Town of Oyster Bay Planning Advisory Board in accordance with Town Board site plan review requirements; and

WHEREAS, the site plan has been reviewed by the various interested departments, agencies and the Planning Advisory Board; and

WHEREAS, by Inter-Departmental Memo dated January 24, 2012, Neil O. Bergin, Commissioner of the Town of Oyster Bay Department of Environmental Resources, submitted an environmental report with respect to the subject proposed action pursuant to Article 8 of the New York State Environmental Conservation Law, State Environmental Quality Review Act (SEQRA), and its implementing regulations at 6 NYCRR Part 617, and the Town Environmental Quality Review (TEQR) law, at Chapter 110 of the Oyster Bay Town Code, which report classifies the subject proposed action as Type I under SEQRA and indicates that there are no involved agencies outside of the Town of Oyster Bay, and which report further provides an analysis of the relevant environmental parameters with regard to the subject proposed action under SEQRA, as follows:

**Zoning and Land Use** – The subject property is located in a R1-1A Residence district. The existing facility is a legal non-conforming use in this district, as previously approved via special use permit from the Town Board.

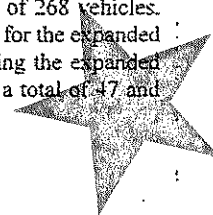
The subject property is located in an area containing residential, recreational, and transportation uses, which include:

- Northern State Parkway right-of-way to the immediate south;
- Trailview State Park to the immediate east, in a Recreation zoning district; and
- single-family residences to the immediate south and west, in an R1-1A district.

**Traffic** – The subject property has a single driveway connection to Sunnyside Boulevard, which would not be modified under the proposed action. The EAF indicates that the proposed building expansion, which consists primarily of laboratory support space, would not result in significant additional traffic generation from the subject location: maximum nine additional trip ends during the peak-hour period.

**Parking** – According to the EAF, the subject property is developed with 236 parking spaces at the present time. The proposed *Site Plan* provides on-site parking for a total of 268 vehicles, which exceeds the 266-space required capacity specified under the Zoning Code for the expanded facility. A total of 101 parking spaces are proposed for land-banking, including the expanded parking areas in northwest and east areas of the developed site, accounting for a total of 47 and

Reviewed By  
Office of Town Attorney  
*Thomas M. J. [Signature]*



54 parking spaces, respectively. These areas, which currently are mostly comprised of woodland, will be set aside and retained in their existing condition if the land-banking proposal is approved, but would be available for development as additional parking if deemed necessary based on demand in the future.

The provision of 167 constructed parking spaces under the proposed plan would require a variance; a maximum of one-third of the required parking is permitted to be land-banked (or 88 of the 266 required spaces), whereas the proposed 101 land-banked parking spaces comprise 38 percent of the required parking. The applicant's transportation engineering consultant performed an assessment of on-site parking conditions at the subject location to quantify existing and projected parking demand. Data were collected on Wednesday, April 27, 2011 during the morning, mid-day and evening periods. Maximum parking occupancy was 117 parking spaces at 11:30 a.m., as compared to the 236 spaces present on the site. The increased parking demand for the proposed 6,697-square foot building expansion was calculated at 14 spaces based on the observed peak demand of one parking space per 511 square feet for the existing building area; it is anticipated that this proportional increase in parking demand is greater than will actually occur since the proposed building expansion primarily comprises laboratory support space, with minimal additional staff (the EAF estimates that the existing on-site staff of 142 will be expanded by ten new employees). With a peak parking demand of 131 spaces at project completion, the proposed 167 constructed parking spaces will still leave of surplus of 36 parking spaces, or 27 percent of the calculated peak parking demand.

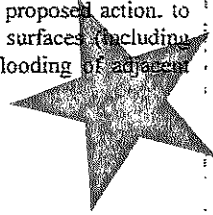
**Soils and Topography** – Soils on the subject property include Urban Land-Riverhead Complex 3-8 percent slopes, Riverhead Sandy Loam 8-15 percent slopes, and Enfield Silt Loam 3-8 percent slopes. Suitable sediment and erosion control measures will be necessary during construction to retain soils on-site and prevent sediment transport to adjacent properties and roadways. With proper stabilization, the site is not expected to be susceptible to erosion upon the completion of construction.

**Flora and Fauna** – The proposed action (at build-out) would reduce the area of woodland on the site from 6.2 acres to 5.4 acres. The applicant has committed to minimizing the removal of trees for the expanded development. This includes the land-banking of parking (comprising approximately 0.6 acre of existing woodland), which if this area is not needed for parking in the future would reduce the total area of woodland disturbance to 0.2 acre.

The disturbance of woodland under the proposed development plan would be partially offset by the expansion of landscaping on the site by approximately 0.1 acre.

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

New dry wells and drainage appurtenances will be installed as part of the proposed action, to provide three inches of storage volume in the areas of new impervious surfaces (including expanded building and parking), which will serve to mitigate potential flooding of adjacent roadways and neighboring properties.



**Groundwater** – The proposed facility expansion would discharge sewage to the existing Nassau County sewer line which serves the site, thereby avoiding potential groundwater quality impacts that may be associated with the use of subsurface sewage disposal systems.

**Special Groundwater Protection Area (SGPA)/Critical Environmental Area (CEA)** – The subject property is located in the SGPA, in the Town of Oyster Bay's Aquifer Protection Overlay (APO) District, and is subject to the requirements pertaining thereto, as set forth in §246-5.4.7 of the Town Zoning Code.

The EAF indicates that implementation of the proposed site plan will disturb approximately 35,000 square feet of existing vegetation (including the area proposed for land-banking), increasing the total disturbed area on the site to 248,292 square feet. This is less than the area of natural vegetative disturbance permitted in the APO under §246-5.4.7.3.1.3 (at 293,529 square feet).

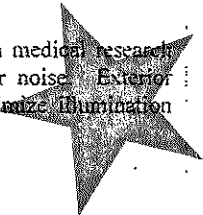
The EAF indicates that implementation of the proposed site plan will increase the lot coverage to 199,383 square feet (including the area proposed for land-banked parking), which is less than the lot coverage permitted in the APO under §246-5.4.7.3.2.2 (at 219,647 square feet).

The proposed project includes a number of best-management practices recommended under the APO legislation, including:

- medical wastes and minor amounts of other hazardous materials will continue to be handled and disposed in accordance with applicable regulations;
- sanitary wastewater for the expanded facility will be disposed via the existing Nassau County sewer line to which the site is connected;
- the proposed project includes the land-banking of 101 parking spaces, which will provide for the preservation of existing natural vegetation (primarily woodlands) in these areas;
- the proposed landscaping plan includes the use of low-maintenance grass seed mixes;
- fertilizers will not be used on the subject property;
- grass clippings will be left in place, thereby reducing the need for fertilizer application;
- the small areas of the site requiring irrigation will be fitted with an automatic irrigation system;
- roof runoff will be piped directly into the drywells that infiltrate into the ground, rather than being allowed to flow overland; and
- runoff from parking areas will be collected in additional drywells installed within the parking areas.

The subject property is not located in or substantially contiguous to any other area designated as a CEA by the Town of Oyster Bay.

**Air Quality, Odors, Noise, and Lighting** – The proposed expanded use, a medical research facility, is not typically associated with significant air emissions, odors or noise. Exterior lighting for the proposed project will be of shielded design, so as to minimize illumination impacts to neighboring properties.



**Water Usage and Sewage Generation** – The EAF indicates that the proposed building expansion will result in a small (approximately 500-gallon-per-day) increase in domestic water use on the subject property.

Sanitary wastewater generated by the proposed facility expansion will be discharged to the Nassau County sewer system, into the existing main serving the site. This sewage will be conveyed to the County's Cedar Creek facility on the south shore of the Town of Hempstead (hamlet of Wantagh) for treatment and effluent discharge to the Atlantic Ocean. Sewage typically is generated at about the same rate as domestic water consumption, or approximately 500 gallons per day for the proposed project.

**Solid Waste Generation** – The EAF indicates that at project completion solid wastes will be generated on the subject property at a rate of approximately 27 cubic yards per month (or an increase of approximately three cubic yards per month relative to current conditions), based on empirical data for the existing facility. Recycling is required under the Town of Oyster Bay Code.

**Other Community Services** – The subject facility is a tax-exempt, not-for-profit educational/research facility. Demand for other community services (e.g., police, fire and other emergency response) is not expected to be significant.

**Aesthetic Resources** – The proposed building expansion will be visually consistent with the existing facility on the subject property, with a low height (13 feet, 8 inches) to minimize visual impacts with respect to neighboring residential properties to the north and northeast. The proposed new building wing will be placed in an area occupied by an existing parking lot, thereby avoiding the removal of existing buffering vegetation in this area.


Additional landscaping included in the proposed site plan will enhance the aesthetic appearance of the site. The land-banking of the expanded parking areas needed to achieve compliance with the requirements of the Zoning Code will preserve existing woodlands and retain visual buffers with respect to adjacent residences.

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

**Open Space and Recreation** – The project site does not comprise public open space and is not used for recreation.

**Energy** – Utility services (e.g., electric) are available to the subject property, and it is not expected that the proposed facility expansion will place a significant burden on these services.

**Public Health and Safety** – The EAF specifies that the subject facility currently generates medical waste at a rate of approximately 1,600 pounds per month and chemical waste at approximately 58 pounds per month, with handling and disposal occurring in accordance with applicable regulations; these measures to protect public safety and health will continue under the proposed action. The EAF further indicates that the proposed facility expansion will not increase the quantity of hazardous wastes generated on the subject premises.



Community Growth and Character - The proposed expansion will not result in population growth and is in character with the existing facility on the subject property. The increase in on-site staff under the proposed action is expected to be minimal, adding approximately ten employees to the existing staff of 142 according to the EAF.

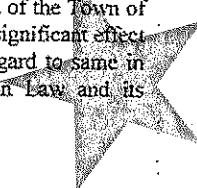
WHEREAS, the Town of Oyster Bay Planning Advisory Board, by Resolution No. 02-2012, adopted on January 26, 2012, recommends for approval by the Town Board of the Town of Oyster Bay, the abovementioned site plan application subject to and upon the full compliance in all respects with the below listed conditions and provisions; and,

WHEREAS, Frederick P. Ippolito, Commissioner of the Department of Planning and Development, by memorandum dated February 17, 2012, advises that the Department of Planning and Development has reviewed the following fifteen (15) plans prepared by Centerbrook Architects and Planners, LLP, of Centerbrook, Connecticut:

SHEET NO.	TITLE	DATE
AS1.0A	SITE PLAN	01/19/2012
AS1.0B	SITE PLAN	01/19/2012
A1.0	LOWER LEVEL PLAN	05/06/2011
A3.1	EXTERIOR ELEVATIONS	05/06/2011
C1A	SITE LAYOUT PLAN	01/19/2012
C1B	LANDBANK PARKING SITE LAYOUT PLAN	01/19/2012
C2A	DRAINAGE PLAN	01/19/2012
C2B	LANDBANK PARKING DRAINAGE PLAN	01/19/2012
C3A	SITE LIGHTING PLAN	01/19/2012
C3B	LANDBANK PARKING LIGHTING PLAN	01/19/2012
C4A	SITE LIGHTING PHOTOMETRIC PLAN	01/19/2012
C4B	LANDBANK PARKING SITE PHOTOMETRIC PLAN	01/19/2012
C5A	LANDSCAPE PLAN	01/19/2012
C5B	LANDBANK PARKING LANDSCAPE PLAN	01/19/2012
C6	DETAILS	01/19/2012

WHEREAS, said Commissioner further reports that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That based upon the information presented in the environmental report transmitted via memorandum dated January 24, 2012 from the Department of Environmental Resources, as set forth herein, the Town Board of the Town of Oyster Bay does hereby determine that the subject proposed action will not have a significant effect on the environment and, accordingly, hereby issues a Negative Declaration in regard to same in accordance with Article 8 of the New York State Environmental Conservation Law and its applicable regulations thereon; and be it further



RESOLVED, That in accordance with the memorandum of Frederick P. Ippolito, Commissioner of the Department of Planning and Development, dated February 17, 2012, the fifteen (15) plans prepared by Centerbrook Architects and Planners, LLP, of Centerbrook, New York, are hereby approved; and be it further

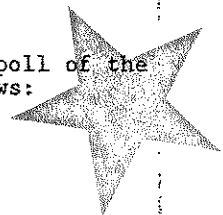
RESOLVED, That the application of COLD SPRING HARBOR LABORATORY for Site Plan Approval for the construction of a 6,697 square foot addition for research support space on the northwesterly side of an existing building in n R1-1A Residential District, located at 500 Sunnyside Boulevard, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 13, Block 113, Lot 54 on the Land and Tax Map of Nassau County, is hereby APPROVED, subject to and upon the full compliance in all respects with the following conditions and provisions:

1. That the plans approved by this Resolution shall be strictly adhered to.
2. The easternmost land-banked parking facility shall be implemented first and the westernmost parking lot expansion will be implemented second, but only after documentation is presented to the Department of Planning and Development citing the need/demand for additional parking. When, and if, the parking lot(s) are developed, Site Plan approval will be required prior to the issuance of any Building Permits.
3. The exterior structures, the parking lot, landscaped areas and all other installations visible to the public shall be continually maintained and kept neat and in good repair.
4. All garbage and rubbish shall be disposed of in accordance with local standards.
5. No lighting shall be located on said site so as to cause any annoyance, inconvenience or glare to abutting neighbors or vehicular traffic.
6. The submission to, and approval by, the Division of Building, Department of Planning and Development, Town of Oyster Bay, of building and construction plans, and the issuance of a building permit.
7. The subject parcel shall be used and developed so as to comply with all local laws, ordinances, building codes, rules and regulations of any and all Town, County, State, and/or Federal bodies, departments or agencies thereof.
8. In the event Applicant seeks permission to make a change to the subject structure or property after the date of this Resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same. Any major modifications to said plans may be done only by Planning Advisory Board Resolution.

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 Coshignano	Aye
Councilwoman Faughnan	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
P&D  
DER





2008

Town of Oyster Bay  
Planning Advisory Board  
Meeting of October 23, 2008

WHEREAS, an application and proposed site plans have been submitted to the Town of Oyster Bay Planning Advisory Board by Cold Spring Harbor Laboratory (hereinafter "Applicant") 1 Bungtown Road, Cold Spring Harbor, New York 11724 for a proposed research greenhouse addition of 3,659 sq. ft at their facility at 500 Sunnyside Boulevard, Woodbury, NY 11797 (a/k/a Section 13, Block 113, Lot(s) 20 and 54 in the "R1-1A" Residential District of Woodbury, and

WHEREAS, the submitted site plans have been reviewed by the Department of Planning and Development in accordance with the requirements of Section 246-6 Site Plan Review of the Zoning Code of the Town of Oyster Bay and other various interested departments and governmental agencies, and

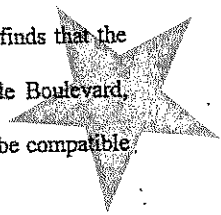
WHEREAS, Neil Bergin Commissioner of the Town of Oyster Bay Department of Environmental Resources by memorandum dated September 9, 2008 determined that the subject application appears on the NYSEQRA's pre-determined TYPE II ACTIONS LIST and requires no further environmental review, and

WHEREAS, the Nassau County Planning Commission was notified of the proposed application on September 18, 2008 and subsequently did not respond to said notification, and

WHEREAS, the Planning Advisory Board, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Planning Advisory Board, finds the following: that because of the area, location, nature and character of the subject property, the premises are adequate and suitable for the proposed buildings and parking, and

WHEREAS, the Planning Advisory Board, after due deliberation, finds that the proposed research greenhouse addition of 3,659 sq. ft. at 500 Sunnyside Boulevard, Woodbury will not constitute an over intensification of land use and will be compatible with the surrounding area and community at large, and

APPROVED AS TO FORM  
10-23-08  
10-23-08




2001  
NOW, THEREFORE BE IT RESOLVED that the following three (3) drawings  
generally entitled "Cold Spring Harbor Laboratory" 500 Sunnyside Boulevard,  
Woodbury prepared by American Engineering and Land Surveying, P.C:

<u>TITLE AND NUMBER</u>	<u>LAST REVISED</u>
A1.1 SITE PLAN	08-14-08
A1.2 FLOOR PLAN	08-11-08
A1.3 ELEVATIONS	08-14-08

which are attached hereto and made part hereof are hereby APPROVED by the Town of  
Oyster Bay Planning Advisory Board, subject to full compliance in all respects with the  
following conditions and provision:

1. The site plans captioned above shall be strictly adhered to.
2. The exterior structures, the parking lot, landscaped areas and all other installations  
visible to the public shall be continually maintained and kept neat and in good  
repair.
3. All garbage and rubbish shall be disposed in accordance with local standards.
4. No lighting shall be located on said site so as to cause any annoyance,  
inconvenience or glare to abutting neighbors or vehicular traffic.
5. This resolution is not intended to approve building and construction plans, which  
must be submitted, to the Division of Building for approval prior to the issuance  
of a building permit.
6. The subject parcel shall be used and developed so as to comply with all local  
laws, ordinances, building codes, rules and regulations of any and all Town,  
County, State and/or Federal bodies, departments or agencies thereof.

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



Town of Oyster Bay  
Planning Advisory Board  
Meeting of January 26, 2013

APPROVED AS TO FORM  
*[Signature]*

WHEREAS, an application and proposed site plans have been submitted to the Town of Oyster Bay Planning Advisory Board by Cold Spring Harbor Laboratory (hereinafter "Applicant") 1 Bungtown Road, Cold Spring Harbor, New York 11724 for a 6,794 sq ft research building addition and land-banked parking, for their facility at 500 Sunnyside Boulevard, Woodbury, NY 11797 (a/k/a Section 13, Block 113, Lot(s) 20 and 54 in the "R1-1A" Residential District of Woodbury, and

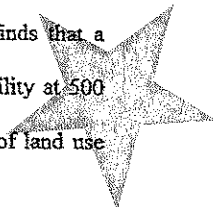
WHEREAS, the submitted site plans have been reviewed by the Department of Planning and Development in accordance with the requirements of Section 246-6 Site Plan Review of the Zoning Code of the Town of Oyster Bay and other various interested departments and governmental agencies, and

WHEREAS, Neil Bergin Commissioner of the Town of Oyster Bay Department of Environmental Resources by memorandum dated January 24, 2012, determined that the subject application appears on the NYSEQRA's pre-determined TYPE II ACTIONS LIST and requires no further environmental review, and

WHEREAS, the Nassau County Planning Commission was notified of the proposed application on January 3, 2012, and subsequently did not respond to said notification, and

WHEREAS, the Planning Advisory Board, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Planning Advisory Board, finds the following: that because of the area, location, nature and character of the subject property, the premises are adequate and suitable for the proposed buildings and parking, and

WHEREAS, the Planning Advisory Board, after due deliberation, finds that a 6,794 sq ft research building addition and land-banked parking for their facility at 500 Sunnyside Boulevard, Woodbury will not constitute an over intensification of land use and will be compatible with the surrounding area and community at large, and

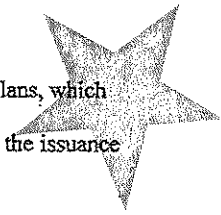


NOW, THEREFORE BE IT RESOLVED that the following three (3) drawings generally entitled "Cold Spring Harbor Laboratory" 500 Sunnyside Boulevard, Woodbury prepared by American Engineering and Land Surveying, P.C:

<u>TITLE AND NUMBER</u>		<u>LAST REVISED</u>
AS1.0A	SITE PLAN	01/19/2012
AS1.0B	SITE PLAN	01/19/2012
A1.0	LOWER LEVEL PLAN	05/06/2011
A3.1	EXTERIOR ELEVATIONS	05/06/2011
C1A	SITE LAYOUT PLAN	01/19/2012
C1B	LANDBANK PARKING SITE LAYOUT PLAN	01/19/2012
C2A	DRAINAGE PLAN	01/19/2012
C2B	LANDBANK PARKING DRAINAGE PLAN	01/19/2012
C3A	SITE LIGHTING PLAN	01/19/2012
C3B	LANDBANK PARKING LIGHTING PLAN	01/19/2012
C4A	SITE LIGHTING PHOTOMETRIC PLAN	01/19/2012
C5A	LANDSCAPE PLAN	01/19/2012
C5B	LANDBANK PARKING LANDSCAPE PLAN	01/19/2012
C6	DETAILS	01/19/2012

which are attached hereto and made part hereof are hereby APPROVED by the Town of Oyster Bay Planning Advisory Board, subject to full compliance in all respects with the following conditions and provision:

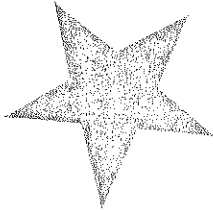
1. The site plans captioned above shall be strictly adhered to.
2. The easternmost land-banked parking facility shall be implemented first and the westernmost parking lot expansion will be implemented second, but only after documentation is presented to the Department of Planning and Development, citing the need/demand for additional parking. When, and if, the parking lot(s) are developed, Site Plan approval will be required prior to the issuance of any Building Permits.
3. The exterior structures, the parking lot, landscaped areas and all other installations visible to the public shall be continually maintained and kept neat and in good repair.
4. All garbage and rubbish shall be disposed in accordance with local standards.
5. No lighting shall be located on said site so as to cause any annoyance, inconvenience or glare to abutting neighbors or vehicular traffic.
6. This resolution is not intended to approve building and construction plans, which must be submitted, to the Division of Building for approval prior to the issuance of a building permit.



7. In the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same. Any major modifications to said plans subsequent to approval by the Town Board may be done only by Planning Advisory Board Resolution.
8. The subject parcel shall be used and developed so as to comply with all local laws, ordinances, building codes, rules and regulations of any and all Town, County, State and/or Federal bodies, departments or agencies thereof.

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

Chairman Stanco	Aye
Member DiLeonardo	Aye
Member Spinelli	Absent
Member Chabina	Aye
Member Sottile	Aye



Town of Oyster Bay  
Planning Advisory Board  
Meeting of July 18, 2019

APPROVED AS TO FORM

*[Signature]*  
Exec. Dir. of P.A.B.

WHEREAS, an application and proposed plans have been submitted to the Town of Oyster Bay Planning Advisory Board by Cold Spring Harbor Laboratory (hereinafter "Applicant") 1 Bungtown Road, Cold Spring Harbor, New York 11724 for the construction of a 2,985 square foot one story greenhouse addition and a 189 square foot one-story boiler room addition to an existing 66,570 foot laboratory with associated site improvements at 500 Sunnyside Boulevard, Woodbury, New York 11797 (a/k/a Section 13, Block 113, Lot(s) 20 & 54) in the "R1-1A" Residential Zoning District of the Town of Oyster Bay; and

WHEREAS, the submitted site plans have been reviewed by the Department of Planning and Development in accordance with the requirements of Section 246-6 (Site Plan Review) of the Code of the Town of Oyster Bay and has been reviewed by other various interested departments and governmental agencies, and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources by memorandum dated April 9, 2019, forwarded a memorandum to the Planning Advisory Board; and

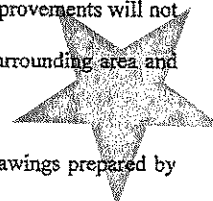
WHEREAS, the Planning Advisory Board has reviewed said memorandum, and finds that the proposed action is classified as a Type II Action pursuant to the SEQRA Type II Actions List, and therefore, adopts same for the purposes of SEQRA, and

WHEREAS, the Nassau County Planning Commission referred this matter to the Town of Oyster Bay for local determination by memorandum dated June 25, 2019; and

WHEREAS, the Planning Advisory Board, based upon the relevant facts and circumstances presented at the public meeting, and based upon the facts and information within the personal knowledge of the members of the Planning Advisory Board, finds the following: that because of the area, location, nature and character of the subject property, the premises are adequate and suitable for the proposed additions to the existing building and associated site work, and

WHEREAS, the Planning Advisory Board, after due deliberation, finds that the request for the construction of a 2,985 square foot one-story greenhouse addition and a 189 square foot one-story boiler room addition to an existing 66,570 foot laboratory with associated site improvements will not constitute an over intensification of land use and will be compatible with the surrounding area and community at large, and

NOW, THEREFORE BE IT RESOLVED that the following ten (10) drawings prepared by Michael W. Keffer, P.E., are identified as follows:



APPROVED AS TO FORM  
*John F. Warner*  
Sec. of P.A.B.

NUMBER	TITLE	LAST REVISED
C1.0	EXISTING SITE CONDITIONS	07/2019
C1.1	SITE REMOVALS PLAN	07/2019
C2.0	DIMENSIONAL SITE PLAN	07/2019
C2.1	DIMENSIONAL SITE PLAN (20 SCALE)	07/2019
C2.2	LIGHTING PLAN	07/2019
C3.0	GRADING AND DRAINAGE PLAN	07/2019
C5.0	EROSION AND SEDIMENT CONTROL PLAN	07/2019
C6.0	MASTER SIGNAGE / SNOW MANAGEMENT PLAN	07/2019
C7.0	SITE DETAILS	07/2019
C8.0	REAR AREA OF BUILDING EXISTING PLANT SCREENING AND RESTRIPIING PLAN	07/2019

and the following one (1) drawing prepared by Kenneth A. Kelt, L.L.A., are identified as follows:

NUMBER	TITLE	LAST REVISED
C4.0	PLANTING PLAN	07/2019

and the following one (1) drawing prepared by Kevin M. Paul, R.A., are identified as follows:

NUMBER	TITLE	LAST REVISED
A1.0	PROPOSED PLAN AND ELEVATIONS	12/03/2018

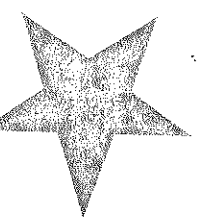
which are attached hereto, made part hereof and are hereby APPROVED by the Town of Oyster Bay Planning Advisory Board, subject to final Town Board Site Plan Approval, and subject to full compliance in all respects with the following conditions and provisions:

1. The site plans captioned above shall be strictly adhered to.
2. Pursuant to Chapter 246 (Zoning), Section 6.9.1 (Minor Amendments) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development may approve minor adjustments to the approved site plan that are deemed necessary or appropriate. Minor adjustments must be consistent with the basic concepts of the approved site plan.
3. The applicant will install a water irrigation system for landscaping.
4. The exterior structures, the parking lot, landscaped areas and all other installations shall be continually maintained and kept neat and in good repair.
5. All garbage and rubbish shall be disposed in accordance with local standards.
6. This resolution is not intended to approve building and construction plans which must be submitted to the Division of Building for approval prior to the issuance of a Building Permit.
7. The subject parcel shall be used and developed so as to comply with all local laws, ordinances, building codes, rules and regulations of any and all Town, County, State and/or Federal bodies, departments or agencies thereof.

A motion for adoption was made by  
Member Warner and seconded by  
Member Chabina.

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

Chairman Stanco	Aye
Member DiLeonardo	Aye
Member Chabina	Aye
Member Warner	Aye
Member Castellane	Aye
Member Byrne	Aye





**Town of Oyster Bay**

TOWN HALL, AUDREY AVENUE, OYSTER BAY, NEW YORK 11771-1979 • TELEPHONE: (516) 444-1100 • FAX: (516) 444-1101

**Zoning Board of Appeals**

ARLENE VAN LOAN, *Chairwoman* - LOIS SCHMITT - LEWIS J. YEVOLI - RITA BYRNE  
KATHLEEN MULLIGAN - JOHN J. FANNING - REBECCA M. ALESIA

**NOTICE OF DECISION**

**NOTIFY:** Cold Spring Harbor Laboratory  
500 Sunnyside Blvd.  
Woodbury, NY 11797

**DECISION NO.:** 19-442

**DATE OF DECISION:** 8/22/19

Andrew J. Levitt, P.C.  
535 Broad Hollow Rd.  
Suite A-30  
Melville, NY 11747

**BLDG. APP. NO.:** 19020287

**ADVERTISED AS:**

**APPEAL NO. 19-442**

**WOODBURY**

**COLD SPRING HARBOR LABORATORY:** (A) Variance allow existing one-way vehicular traffic access abutting 90 degree angled parking spaces than permitted by Ordinance. (B) Variance for the reduction of off-street parking spaces. Reduction of spaces to 163 when 279 spaces are required. (C) Variance to construct addition exceeding maximum building coverage and gross floor area than permitted by Ordinance. (D) Amend Specific Plan as presented for Appeal No. 11-338 and granted by Decision of the Zoning Board of Appeals, dated March 29, 2012.

N/s/o Sunnyside Blvd., 1261 ft. W/o Eagle Chase, a/k/a 500 Sunnyside Blvd., Woodbury, NY  
**SEC. 13      BLK. 113      LOTS 20 & 54      ZONE R1-1A**

**DECISION (FULL RECORD HAS BEEN FILED IN THE OFFICE OF THE ZONING BOARD OF APPEALS):**

- GRANTED:**
- (A) Existing One-Way Vehicular Traffic Access  
Abutting 90 Degree Angled Parking Spaces
  - (B) Reduction of Off-Street Parking Spaces – Parking Spaces – 2
  - (C) Proposed Addition  
Building Lot Coverage – 11.6% / Gross Floor Area – 69,555 sq. ft.
  - (D) Amend Specific Plan for Appeal No. 11-338

- SUBJECT TO:**
- (1) SPECIFIC PLAN by Michael Wade Keffer, Licensed Professional Engineer, H2M Architects & Engineers, dated 07/2019 (12 sheets) as submitted by the applicant for the subject appeal, and as so marked and recorded by the Zoning Board of Appeals.
  - (2) The TERMS AND CONDITIONS stated on the reverse side of this Notice.

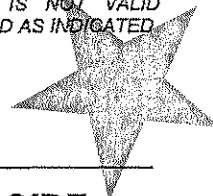
**ENVIRONMENTAL REVIEW:** The subject appeal has been classified as a TYPE II ACTION, having no significant impact on the environment, pursuant to the New York State Environmental Quality Review Act.

**VOTING:** MOTION OF: Lewis J. Yevoli      **SECONDED BY:** Lois Schmitt  
VOTING AYE: Arlene Van Loan, *Chairwoman*; Kathleen Mulligan; John J. Fanning  
**ABSENT:** Rita Byrne; Rebecca M. Alesia

**CERTIFICATION:**

THIS NOTICE IS NOT VALID  
UNLESS SIGNED AS INDICATED.

SEAN JORDAN, SECRETARY TO THE ZONING BOARD OF APPEALS



**IMPORTANT - PLEASE READ REVERSE SIDE**



*Andrew J. Levitt, P.C.*

ATTORNEY AT LAW

535 BROAD HOLLOW ROAD, SUITE A30  
MELVILLE, NEW YORK 11747

Of Counsel

JOHN S. PARK\*  
EUGENE SERBAN\*  
PETER T. NGUYEN  
LAWRENCE W. CREGAN\*\*

TEL: (631) 549-8600

FAX: (631) 549-7646

EMAIL: LEVITTA@OPTONLINE.NET

\*Also Admitted in NJ

\*\*Also Admitted in CT

August 27, 2019

**VIA PERSONAL DELIVERY**

Jeffrey Vitale, Planner I  
Town of Oyster Bay  
Department of Planning and Development  
74 Audrey Avenue  
Oyster Bay, New York 11771

**Re: Cold Spring Harbor Laboratory Expansion  
Premises: 500 Sunnyside Boulevard, Woodbury, New York  
NCTM #: Section 13; Block 113; Lots 20 and 54  
Application for Site Plan Approval for proposed addition to existing  
Green House.**

Dear Mr. Vitale:

We are the attorneys for Cold Spring Harbor Laboratory ("CSHL"). CSHL is an internationally renowned research and educational institution and is accredited as a Ph.D. Degree granting institution by the Board of Regents of the Education Department of the State of New York. CSHL has research programs focusing on cancer, neurology, genomics and bioinformatics.

CSHL is seeking permission from the Town of Oyster Bay Town Board to construct a minor addition to the existing greenhouse and add a boiler room which will be located at the Genome Research Center 500 Sunnyside Boulevard and further identified on the Nassau County Land and Tax Map as Section 13, Block 113 and Lots 20 and 54 ("Subject Premises").

Specifically, CSHL is proposing to erect a 2,985 square foot addition and 189 square foot boiler room.

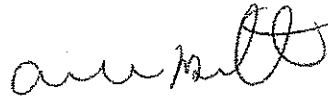
The Subject Premises, which is over 11.83 acres is located in the Residence R1-1A District and has been used in accordance with an existing Special Use Permit issued by the Town Board under Resolution numbers 530-12 274-77, 332-77, 307-78, 504-80 355-80, resolution dated 3/14/61, Planning Advisory Board Resolutions 13-2008 & 02-2012 and Zoning Board of Appeal Resolution number 11-388.

On July 18, 2019, the Planning Advisory Board recommended that the CSHL proposed addition be approved. Subsequently, on August 22, 2019, the Zoning Board of Appeals granted CSHL's application.

CSHL is respectfully requesting that the Town Board approve the minor addition to the existing greenhouse.

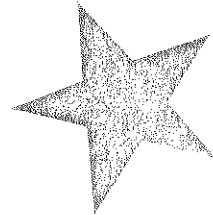
If I could provide you with any additional documentation please do not hesitate to contact me.

Very truly yours,



Andrew J. Levitt

AJL  
Enc



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

Gold Spring Harbor  
Planning  
SP 5-19

April 9, 2019

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

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

**SUBJECT:** 500 SUNNYSIDE BOULEVARD, WOODBURY; CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA): TYPE II

**LOCATION:** 500 SUNNYSIDE BOULEVARD, WOODBURY, NY 11797;  
SECTION: 13, BLOCK: 113, LOT: 54

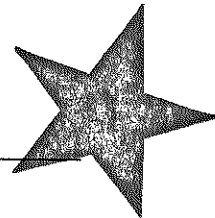
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Pursuant to Article 8 of the New York State Environmental Conservation Law, SEQRA, and the implementing regulations thereto at 6 NYCRR Part 617, and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay), the Department of Environmental Resources has reviewed the above captioned proposed action. In connection with review of this subject action pursuant to SEQRA, the Department was provided with the Short Environmental Assessment Form, Town of Oyster Bay Short Environmental Assessment Form Addendum, Application for Site Plan Approval, Site Plans and project clarification forwarded from the Department of Planning and Development, February 26, 2019.

On the basis of our evaluation, the Department of Environmental Resources concludes that this proposed action is classified as Type II pursuant to the SEQRA Type II Actions List, at 6 NYCRR §617.5(c), item #9, pertaining to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities."

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

  
GEORGE BAPTISTA JR.  
Deputy Commissioner



WHEREAS, the Office of the Town Attorney, working with Salerno Brokerage Corp. and the Department of General Services, has been able to secure flood insurance on thirty-eight (38) Town Buildings from the National Flood Insurance Program (NFIP) through Wright National Flood Insurance Services, LLC; and

WHEREAS, the NFIP is administered through FEMA, through various private insurance companies, and provides flood insurance at set rates; and

WHEREAS, flood insurance is essential to protect the Town's valuable assets, and to ensure FEMA reimbursement in the event of flooding resulting from a federally declared disaster; and

WHEREAS, Joseph Nocella, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memoranda dated August 30, 2019 and September 12, 2019, recommended that flood insurance be secured at a cost of \$233,767.00 for a one-year period from 12:01 a.m. September 18, 2019 at 12:01 a.m., through September 18, 2020 at 12:01 a.m., with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted, and the Office of the Town Attorney is hereby authorized to secure flood insurance on thirty-eight (38) Town Buildings, from the National Flood Insurance Program, from September 18, 2019 at 12:01 a.m., through Wright Flood Insurance Services, LLC, in the amount of \$233,767.00 for a one-year period from September 18, 2019 through September 18, 2020; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same to Salerno Brokerage Corp., from Account No. TWN AMS 1910 43010 602 0000 000 upon the submission of a duly certified claim therefor, 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

# Town of Oyster Bay

## Inter-Departmental Memo

**TO** : Memorandum Docket

**FROM** : Office of the Town Attorney

**DATE** : September 12, 2019

**SUBJECT** : 2019/2020 Flood Insurance  
Supplemental to Docket Item No. 21, September 3, 2019

---

This office, working with Salerno Brokerage Corp. and the Department of General Services, has been able to secure flood insurance on thirty-eight (38) Town Buildings through the National Flood Insurance Program (NFIP) (see attached spreadsheet). The private carriers of flood insurance would not quote a premium at this time based upon the potential risk for substantial flood damage and the increasing risk of major storms. Other Town Buildings are already covered under our property insurance policy.

The cost of covering the Town's thirty-eight (38) buildings for a one-year period from September 18, 2019 at 12:01 a.m., through September 18, 2020 at 12:01 a.m., is \$233,767.00. Funds are available in Account No. TWN AMS 1910 43010 602 0000 000. This office recommends that flood insurance be secured from the National Flood Insurance Program, from September 18, 2019 at 12:01 a.m., through Wright National Flood Insurance Services, LLC. Payment for same is to be made to Salerno Brokerage Corp.

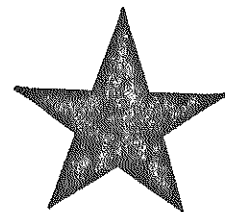
Submitted herewith is the resolution for the above request.

JOSEPH NOCELLA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*  
Elizabeth A. Faughnan  
Deputy Town Attorney

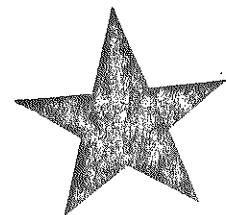
EAF/  
Attachment  
2017-5834.006  
cc: Town Attorney (with 9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Flood Insurance 19-20, Supplemental Memo. eaf.docx



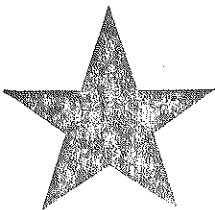
National Flood Insurance Program (NFIP)  
38 Properties - Coverage for 2019 - 2020

ITEM #	LOCATION STREET ADDRESS	OCCUPANCY
6-8	50 Shore Ave. Oyster Bay, NY 11771	Roosevelt Memorial Park Beachfront Concession Building
6-9	50 Shore Ave. Oyster Bay, NY 11771	Roosevelt Memorial Park Beachfront Brick Bathhouse
6-17	50 Shore Ave. Oyster Bay, NY 11771	Roosevelt Memorial Park Constable Marina Comfort Station
6-20	1 West End Ave. Oyster Bay, NY 11771	Western Waterfront Building "G"
6-21	3 West End Ave. Oyster Bay, NY 1177	Western Waterfront Building "H"
6-22	5 West End Ave. Oyster Bay, NY 1177	Western Waterfront Building "I"
6-23	7 West End Ave. Oyster Bay, NY 1177	Western Waterfront Building "J"
6-25	102 Audrey Ave. Oyster Bay, NY 1177	LIRR Oyster Bay Railroad Musuem
7-1	Bayville Ave. Bayville, NY 11709	Centre Island Beach Bayside Comfort Station
7-2	Bayville Ave. Bayville, NY 11710	Centre Island Beach Field House & Concession
8-3	Bayville Ave. Bayville, NY 11711	Ransom Beach Comfort Station
9-1	10 Bayville Ave. Bayville, NY 11712	Stehli Beach East Comfort Station
9-2	10 Bayville Ave. Bayville, NY 11713	Stehli Beach West Comfort Station
10-1	Prospect Avenue Sea Cliff, NY 11579	Tappen Beach Bath House & Storage
10-2	Prospect Avenue Sea Cliff, NY 11580	Tappen Beach "Blu Iguana"
10-5	Prospect Avenue Sea Cliff, NY 11581	Tappen Beach Marina Office
10-6	Prospect Avenue Sea Cliff, NY 11582	Tappen Beach Marina Bathroom
12-1	2 Florence Avenue, Massapequa	Phillip Healy Beach Comfort Station
13-18	4990 Merrick Rd, Massapequa, NY 11762	John J Burns Park Bathrooms East of Turf Ballfield
13-19	4990 Merrick Rd, Massapequa, NY 11762	John J Burns Park CVM Garage/Bay Constable Garage
13-20	4990 Merrick Rd, Massapequa, NY 11762	John J Burns Park "The Boathouse"
18-19	Ocean Parkway Wantagh, NY	Tobay Beach Dockmaster's Building
18-20	Ocean Parkway Wantagh, NY	Tobay Beach Ocean Pavilion
18-1	Ocean Parkway Wantagh, NY	Tobay Beach "The Boat Yard Waterfront Bar & Grill" (Bayside)



National Flood Insurance Program (NFIP)  
38 Properties - Coverage for 2019 - 2020

18-3	Ocean Parkway Wantagh, NY	Tobay Beach East Comfort Station
18-4	Ocean Parkway Wantagh, NY	Tobay Beach "The Surf Shack"
18-6	Ocean Parkway Wantagh, NY	Tobay Beach "Tiki Joe's"
18-7	Ocean Parkway Wantagh, NY	Tobay Beach West Pavilion Concession, Lifeguard & Comfort Station
18-8	Ocean Parkway Wantagh, NY	Tobay Beach Public Safety
18-9	Ocean Parkway Wantagh, NY	Tobay Beach Ice Cream Concession
18-10	Ocean Parkway Wantagh, NY	Tobay Beach Pavilion Concession & Lifeguard Lockeroom
18-11	Ocean Parkway Wantagh, NY	Tobay Beach Pump House
18-12	Ocean Parkway Wantagh, NY	Tobay Beach Maintenance & Office Building
18-13	Ocean Parkway Wantagh, NY	Tobay Beach Metal Storage Shed
18-14	Ocean Parkway Wantagh, NY	Tobay Beach Gas Pump Utility Building
18-15	Ocean Parkway Wantagh, NY	Tobay Beach Water Treatment Building
18-18	Ocean Parkway Wantagh, NY	Tobay Beach Comfort Station & Concession on Large Wood Deck
18-21	Ocean Parkway Wantagh, NY	Tobay Beach Main Electric Building



21

## Town of Oyster Bay Inter-Departmental Memo

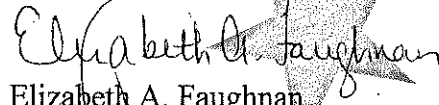
**TO** : Memorandum Docket  
**FROM** : Office of the Town Attorney  
**DATE** : August 30, 2019  
**SUBJECT** : 2019/2020 Flood Insurance

---

This Office is reviewing the options for flood insurance on thirty-eight (38) Town Buildings through the National Flood Insurance Program (NFIP) for the period September 18, 2019 at 12:01 a.m., through September 18, 2020 at 12:01 a.m.

Kindly save a space on the docket for the September 17, 2019 Town Board meeting.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Elizabeth A. Faughnan  
Deputy Town Attorney

EAF/  
2017-5834.006  
cc: Town Attorney (with 9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Flood Insurance 19-20 Save a Space. eaf.docx



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 June 28, 2019, authorized the Highway Department to clean up the premises located at 4488 Merrick Road, Massapequa, New York 11758, also known as Section 65, Block 96, Lots 900 to 905 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 August 26, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 5, 2019, in the total amount of \$2,598.09, 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 August 26, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,598.09 may be assessed by the Legislature of the County of Nassau against the parcel known as 4488 Merrick Road, Massapequa, New York 11758, also known as Section 65, Block 96, Lots 900 to 905 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

8

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 26, 2019

SUBJECT: Property Cleanup Assessment  
4488 Merrick Road, Massapequa, New York 11758  
Section 65, Block 96, Lots 900 to 905

---

The Department of Planning and Development, by memorandum dated June 28, 2019, directed the Highway Department to clean the premises located at 4488 Merrick Road, Massapequa, New York 11758, also known as Section 65, Block 96, Lots 900 to 905 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 11, 2019, advised that the property was cleaned by a crew from the Highway Department on July 5, 2019. The cost incurred by the Town of Oyster Bay was \$2,598.09.

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)

2019-7231

TOWN OF OYSTER BAY

Inter-Departmental Memo  
June 28, 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: 4488 Merrick Road Massapequa, NY 11758  
SBL: 65-96-900

Nov. (No.00126) was issued to the owner of the above-referenced premises 6/15/2019 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

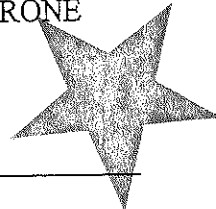
I am directing that:

- 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

# REFEREE'S DEED

This Deed, made this 25<sup>th</sup> Day of May 2017, between JENNIFER ETTINGER, ESQ. as Referee, having an address at 3 W. Edwood Drive, Dix Hills 11740 in the foreclosure action hereinafter mentioned party of the first part and U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST, party of the second part, having an address of 13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134.

WITNESSETH, that the party of the first part, being the Referee appointed in an action between U.S. BANK TRUST N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST, Plaintiff and PETER PETRAKIS, Defendant, et al., foreclosing a mortgage recorded on November 7, 2007, in Liber 32481 of Mortgages, at Page 936, et seq., and pursuant to a judgment entered on September 7, 2016. And in consideration of the sum of \$500.00 paid by the party of the second part, being the highest sum bid at the sale under such judgment does hereby grant and convey unto the party of the second part, its successors and assigns, the premises described in Schedule "A" attached hereto and made a part hereof.

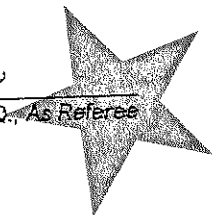
COUNTY OR TOWN: NASSAU COUNTY  
PROPERTY ADDRESS: 4488 MERRICK ROAD  
MASSAPEQUA (TOWN OF OYSTER BAY), NY 11758  
SECTION: 65 BLOCK: 96 LOT: 900, 901, 902, 903, 904, 905

SUBJECT to all unpaid taxes, assessments and water rates which are now a lien on the premises.

TO HAVE AND TO HOLD the premises described in Schedule "A" and hereby conveyed unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has thereunto set his hand the day and year first written above.

  
JENNIFER ETTINGER, ESQ., As Referee



RECORD AND RETURN TO:  
FEIN, SUCH & CRANE LLP  
7 CENTURY DRIVE, SUITE 201  
PARSIPPANY, NJ 07054  
VERNY443

AL

Town of Oyster Bay  
Inter- Departmental Memo

July 11, 2019

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

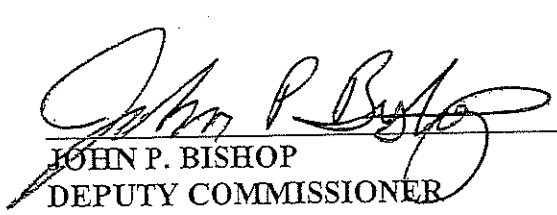
SUBJECT: 4488 MERRICK ROAD, MASSAPEQUA  
CLEAN-UP

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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.

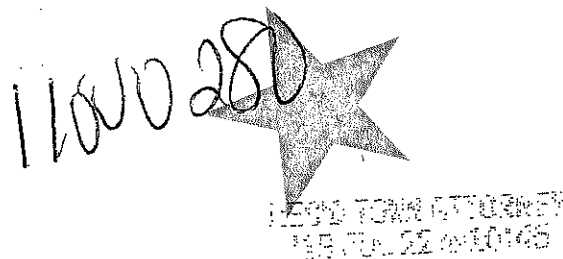
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,598.09.

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



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

Location (65-96-900) 4488 MERRICK RD MASSAPEQUA 11758

Date Jul 5, 2019

Work Order # 61190

**Labor Costs**

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
RICHARD JULIANO	General Maintenance	03:00	\$43.19	00:00	0	\$129.57
MARTIN LANG	General Maintenance	03:00	\$49.57	00:00	0	\$148.71
KEVIN EMDE	General Maintenance	03:00	\$24.27	00:00	0	\$72.81

Total Labor \$351.09

**Tools/Vehicle**


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	03:00	\$237.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	03:00	\$315.00
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	03:00	\$315.00
TD728	POWER WAGON 2015 T-245	\$105.00	03:00	\$315.00
TR139	2003 CARMATE TRAILER 814CC YW	\$105.00	03:00	\$315.00

Total Equipment \$1497.00

**Materials**

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

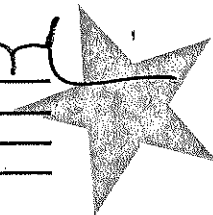
Total Materials \$750.00

**Grand Total \$2598.09**Description of Work:  
CLEAN UP 4488 MERRICK ROAD MSSignature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jul 11, 2019



7/11/2019

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 June 24, 2019, authorized the Highway Department to clean up the premises located at 72 Intervale Avenue, Farmingdale, New York 11735, also known as Section 48, Block 278, Lots 13 to 15 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 August 26, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 27, 2019, in the total amount of \$1,372.33, 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 August 26, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,372.33 may be assessed by the Legislature of the County of Nassau against the parcel known as 72 Intervale Avenue, Farmingdale, New York 11735, also known as Section 48, Block 278, Lots 13 to 15 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

9

# Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 26, 2019

SUBJECT: Property Cleanup Assessment  
72 Intervale Avenue, Farmingdale, New York 11735  
Section 48, Block 278, Lots 13 to 15

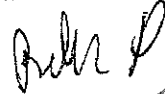
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The Department of Planning and Development, by memorandum dated June 24, 2019, directed the Highway Department to clean the premises located at 72 Intervale Avenue, Farmingdale, New York 11735, also known as Section 48, Block 278, Lots 13 to 15 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 29, 2019, advised that the property was cleaned by a crew from the Highway Department on June 27, 2019. The cost incurred by the Town of Oyster Bay was \$1,372.33.

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 72 Intervale Ave 8.26.19.doc



Jun. 24. 2019 2:13PM

No. 0718 P. 1

DEPUTY COMM/HIGHWAY

2019-7232

Kamb

REC'D BY HIGHWAY DEPT  
JUN 25 19 41:23

TOWN OF OYSTER BAY

Inter-Departmental Memo  
June 24, 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: 72 Intervale Avenue Farmingdale, NY 11735  
SBL: 48-278-13

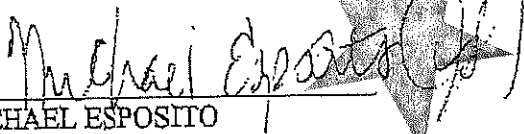
Nov. (No.19914 was issued to the owner of the above-referenced premises 6/13/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54  
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

THIS DEED, made September 20, 2016

ORIGINAL

BETWEEN Harry George Esq., 2631 Merrick Road, Suite 406, Bellmore, NY 11710 Referee duly appointed in the action hereinafter mentioned, Grantor, and

Federal National Mortgage Association, 14221 Dallas Parkway, Dallas, TX 75265-0043 Grantee,

WITNESSETH that the grantor, the referee appointed in an action between FEDERAL NATIONAL MORTGAGE ASSOCIATION and CAROLINE LUCREZIA et al, Defendants under Index No. 7841/08 Nassau County Supreme Court 100 Supreme Court Drive, Mineola, NY 11501, foreclosing a mortgage recorded on October 5, 2004, in the Office of the Clerk of the County of Nassau, in Liber 27687 of Mortgages, at Page 211, in pursuance of a judgment entered at an LAS Term, of the Supreme Court, on June 7, 2016, and in consideration of Three Hundred Twelve Thousand Three Hundred and 00/100 (\$ 312,300.00 ) Dollars paid by the grantee, being the highest sum bid at the sale under said judgment, does hereby grant and convey unto the grantee

The foreclosure sale was held on September 20, 2016

Said premises known as and by the street address: 72 INTERVALE AVE, FARMINGDALE, NY 11735.

SEE SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF.

Said premises being and intended to be the same premises conveyed by Deed dated August 26, 2004 from Stephen Capuano and Therese J. Capuano, His wife, Caroline Lucrezia and Irene E. Hylka to Caroline Lucrezia recorded October 5, 2004 in Liber 11854 at page 377

TO HAVE AND TO HOLD the premises granted unto the grantee Federal National Mortgage Association, and its assigns forever. Whenever the text requires, the singular number herein shall include the plural and all genders.

IN WITNESS WHEREOF, the grantor has set his hand and seal, the date first above written.

S-48  
B-278  
L-13-15

Harry George Esq.  
Referee

STATE OF NEW YORK

COUNTY OF NASSAU

On the 23rd day of Sept in the year 2016, before me, the undersigned, a notary public in and for said state, personally appeared Harry George, Esq., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity that by his/her signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s), acted executed the instrument.

Kelli George  
Notary Public, State Of New York  
No. 01GES216925  
Qualified in Nassau County  
Commission Expires Feb. 01, 20 18  
NOTARY PUBLIC

AL

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

June 29, 2019

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

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

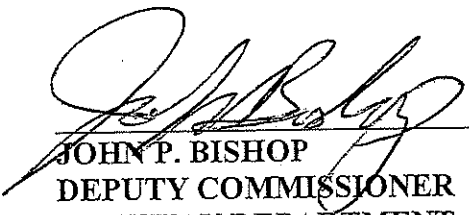
**SUBJECT:** 72 INTERVALE AVENUE, FARMINGDALE  
CLEAN-UP

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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.

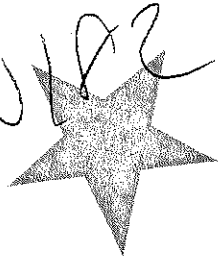
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,372.33.

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

13 JUL 19 2  
  
REC'D TOWN ATTORNEY  
19 JUL 22 AM 10:45

CLEAN - UP 72 INTERVALE AVENUE, FARMINGDALE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (48-278-13) 72 INTERVALE AVE FARMINGDALE 11735

Date Jun 27, 2019

Work Order # 61010

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
GIACOMO GRANDINE	General Maintenance	00:00	\$53.22	01:00	1.5	\$79.83
CHRISTOPHER MOORE	General Maintenance	00:00	\$26.03	01:00	1.5	\$39.05
Total Labor						\$254.33

Tools/Vehicle

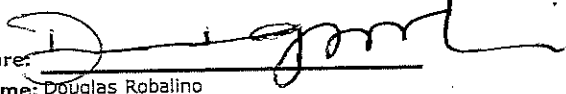
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU409	PICK UP 2011 FORD F250 TAN (11 / 007)	\$79.00	01:00	\$79.00
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	01:00	\$79.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	01:00	\$105.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	01:00	\$105.00
Total Equipment				\$368.00

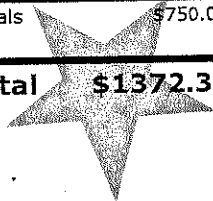
Materials

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

Grand Total \$1372.33

Description of Work:  
CLEAN UP 72 INTERVALE AVENUE FM

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: Jun 29, 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 23, 2019, authorized the Highway Department to clean up the premises located at 13 Dogwood Place, Massapequa, New York 11758, also known as Section 52, Block 332, Lot 5 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 August 26, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 19, 2019, in the total amount of \$1,846.32, 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 August 26, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,846.32 may be assessed by the Legislature of the County of Nassau against the parcel known as 13 Dogwood Place, Massapequa, New York, also known as Section 52, Block 332, Lot 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
  


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

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

10

Town of Oyster Bay  
Inter-Departmental Memo

DRAFT

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 26, 2019

SUBJECT: Property Cleanup Assessment  
13 Dogwood Place, Massapequa, New York 11758  
Section 52, Block 332, Lot 5

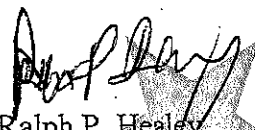
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The Department of Planning and Development, by memorandum dated May 23, 2019, directed the Highway Department to clean the premises located at 13 Dogwood Place, Massapequa, New York 11758, also known as Section 52, Block 332, Lot 5 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 29, 2019, advised that the property was cleaned by a crew from the Highway Department on June 19, 2019. The cost incurred by the Town of Oyster Bay was \$1,846.32

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)

May. 24. 2019 2:43PM

No. 0669

P. 1

2019-7219

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
May 23, 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: 13 Dogwood Place Massapequa, NY 11758**  
**SBL: 52-332-5**

Nov. (No.19726 was issued to the owner of the above-referenced premises 5/22/2019 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 causing the side walk obstruction on the front corner of property.

SEVERE LOT BACK

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 <sup>As of</sup> JUNE 16, 2010  
BETWEEN

Arthur Wolf, AS surviving ~~husband~~ the estate of Maryann Wolf, decedent

residing at 13 Degwood Place  
Massapequa NY 11758

party of the first part, and

HERESMAN

Louis Fontas and Jean Fontas, husband and wife

residing at 1444 Park Avenue  
Manhick NY 11226

party of the second part,

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

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

Distric

SEE SCHEDULE A ANNEXED HERETO

Section

BEING AND INTENDED TO BE THE same premises conveyed to the party of the first part herein by deed dated 5-22-64 and recorded on 5-25-64, at Liber 7276 Page 625.

52

PREMISES MORE COMMONLY known as 13 Degwood Place, Massapequa NY, Premises known as Section 52, Block 332 and Lot 5 as shown on the Nassau County Land and  
Subject to easements, covenants and restrictions and any state of facts an accurate survey would show Tax Map.

Block

332

Lot(s)

5

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.

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

IN PRESENCE OF:

Arthur Wolf  
Arthur Wolf



AL

Town of Oyster Bay  
Inter- Departmental Memo

June 29, 2019

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

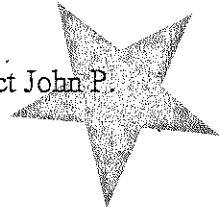
SUBJECT: 13 DOGWOOD PLACE, MASSAPEQUA  
CLEAN-UP

18000667

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 \$1,846.22.

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

RECD TOWN ATTORNEY  
15 JUL 18 09:57

CLEAN - UP 13 DOGWOOD PLACE, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-332-5) 13 DOGWOOD PL MASSAPEQUA 11758

Date Jun 19, 2019

Work Order # 60127

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
PATRICK ORLANDO	General Maintenance	02:00	\$43.19	00:00	0	\$86.38
MARTIN LANG	General Maintenance	02:00	\$49.57	00:00	0	\$99.14
NICOLAS CAMMARANO	General Maintenance	02:00	\$24.96	00:00	0	\$49.92
Total Labor						\$294.50

Tools/Vehicle

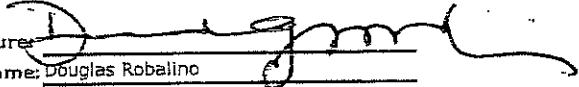
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	02:00	\$158.00
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	02:00	\$210.00
TD728	POWER WAGON 2015 T-245	\$105.00	02:00	\$210.00
TR139	2003 CARMATE TRAILER 814CC YW	\$105.00	02:00	\$210.00
Total Equipment				\$788.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$85.74	0.16	\$13.72
Total Materials			\$763.72

Grand Total \$1846.22

Description of Work:  
CLEAN UP 13 DOGWOOD PLACE MS

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: Jun 29, 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 June 18, 2019, authorized the Highway Department to clean up the premises located at 165 Wilfred Boulevard, Hicksville, New York 11801, also known as Section 12, Block 147, Lot 45 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 26, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 20, 2019, in the total amount of \$1,204.71, 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 August 26, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,204.71 may be assessed by the Legislature of the County of Nassau against the parcel known as 165 Wilfred Boulevard, Hicksville, New York 11801, also known as Section 12, Block 147, Lot 45 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

71

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 26, 2019

SUBJECT: Property Cleanup Assessment  
165 Wilfred Boulevard, Hicksville, New York 11801  
Section 12, Block 147, Lot 45

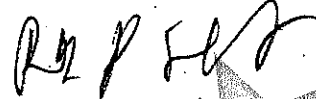
---

The Department of Planning and Development, by memorandum dated June 18, 2019, directed the Highway Department to clean the premises located at 165 Wilfred Boulevard, Hicksville, New York 11801, also known as Section 12, Block 147, Lot 45 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 29, 2019, advised that the property was cleaned by a crew from the Highway Department on June 20, 2019. The cost incurred by the Town of Oyster Bay was \$1,204.71.

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)

**TOWN OF OYSTER BAY**

DEPUTY COMM/HIGHWAY

**Inter-Departmental Memo  
June 18, 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: 165 Wilfred Blvd. Hicksville, NY 11801**  
**SBL: 12-147-45**

Nov. (No.19373 was issued to the owner of the above-referenced premises 6/06/2019 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 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

NO CLERK

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

THIS INDENTURE, made the 5<sup>th</sup> day of December 2013

BETWEEN

Carol-Ann Lund aka Carol-Ann Ryan, residing at 165 Willfred Blvd, Hicksville, New York 11801, as sole surviving distributee and heir-at-law of Jacob Hirsch, who was predeceased by his wife, Mildred Hirsch, and died a resident of Nassau County, State of New York, on the 12<sup>th</sup> day of May 2002 as to a two-thirds interest

party of the first part, and

Carol-Ann Ryan, residing at 165 Willfred, Blvd, Hicksville, New York 11801, as to a two-thirds interest

party of the second part,

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

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

See Attached Description

Said premises known as 165 Willfred Blvd, Hicksville, NY

Being and intended to be the same premises as conveyed to the party of the decedent by deed, dated 01/21/1986, recorded 02/18/1986, in Liber 9704 in page 371 in the Office of the City Register of New York, Nassau County. Clerk's office.

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.

Carol-Ann Lund  
AKA Carol-Ann Ryan

Carol-Ann Lund aka Carol-Ann Ryan, as Heir-at-Law

AL

Town of Oyster Bay  
Inter- Departmental Memo

June 29, 2019

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT


SUBJECT: 165 WILLFRED BLVD., HICKSVILLE  
CLEAN-UP

---

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

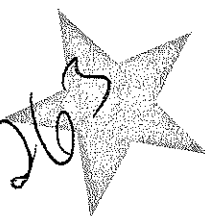
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,204.71.

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

1500 263 

RECEIVED TOWN OF OYSTER BAY  
JUL 22 2019

CLEAN - UP 165 WILLFRED BLVD, HICKSVILLE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (12-147-45) 165 WILLFRED BLVD HICKSVILLE 11801

Date Jun 20, 2019

Work Order # 60833

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JOSEPH SANTANGELO	General Maintenance	01:00	\$42.58	00:00	0	\$42.58
JOSEPH PISZCZATOWSKI	General Maintenance	01:00	\$52.60	00:00	0	\$52.60
RICHARD SANDIFORD II	General Maintenance	01:00	\$29.53	00:00	0	\$29.53
DANIEL JOYCE	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$139.71

Tools/Vehicle

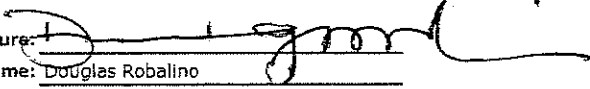
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD568	TRUCK DUMP 2005 FORD F-350 YW (HP925) - Power Wagons	\$105.00	01:00	\$105.00
TD655	PICK-UP TRUCK 2009 FORD F-250 YW (16 / 016)	\$79.00	01:00	\$79.00
TD660	TRUCK DUMP 2009 INTER 7300 YW (T-172)- 6 Wheeler	\$131.00	01:00	\$131.00
Total Equipment				\$315.00

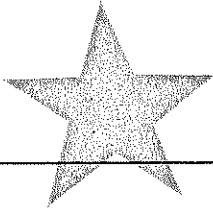
Materials

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

Grand Total \$1204.71

Description of Work:  
clean up 165 Wilfred Blvd, HV

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: Jun 29, 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 14, 2019, authorized the Highway Department to clean up the premises located at 47 Chestnut Street, Hicksville, New York 11801, also known as Section 12, Block 253, Lot 8 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 August 1, 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 17, 2019, in the total amount of \$1,413.03, 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 August 1, 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 \$1,413.03 may be assessed by the Legislature of the County of Nassau against the parcel known as 47 Chestnut Street, Hicksville, New York 11801, also known as Section 12, Block 253, Lot 8 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

12

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: August 1, 2019  
SUBJECT: Property Cleanup Assessment  
47 Chestnut Street, Hicksville, New York 11801  
Section 12, Block 253, Lot 8


---

The Department of Planning and Development, by memorandum dated May 14, 2019, directed the Highway Department to clean the premises located at 47 Chestnut Street, Hicksville, New York 11801, also known as Section 12, Block 253, Lot 8 on the Land and Tax Map of the County of Nassau (See attached copy of deed). The Highway Department has, by memorandum dated May 20, 2019, advised that the property was cleaned by a crew from the Highway Department on May 17, 2019. The cost incurred by the Town of Oyster Bay was \$1,413.03.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments  
cc: Town Attorney (w/9 copies)

May. 15. 2019 4:35PM

No. 0651

P. 1

2019-7176

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
May 14, 2019**

**To: JOHN EISHOP: DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER OF**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 47 Chestnut Street Hicksville, NY 11801**  
**SBL: 12-253-8**

Nov. (No. 19666) was issued to the owner of the above-referenced premises 5/01/2019 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

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY  
THIS DEED, made MARCH 23, 2019

Foreclosure Sale Held March 5, 2019

BETWEEN

Ralph Madelena, referee  
128 Adkinson Road, Rockville Centre, NY 11570

duly appointed in the action hereinafter mentioned, grantor, and

WILMINGTON SAVINGS FUND SOCIETY, FSB, not in its individual capacity, but solely as trustee of RMF  
BUYOUT ACQUISITION TRUST 2018, grantee  
14405 WALTERS ROAD, HOUSTON, TX 77014

WITNESSETH, that the grantor, the referee appointed in the action between

REVERSE MORTGAGE SOLUTIONS INC.,

plaintiff,

and

BEVERLY SCHILLACI, IF LIVING, AND IF DEAD, THE RESPECTIVE defendants,  
HEIRS AT LAW, NEXT OF KIN, DISTRIBUTEES, EXECUTORS,  
ADMINISTRATORS, TRUSTEES, DEVISEES, LEGATEES, ASSIGNORS,  
LIENORS, CREDITORS AND SUCCESSORS IN INTEREST, AND  
GENERALLY ALL PERSONS HAVING OR CLAIMING UNDER, BY OR  
THROUGH SAID DEFENDANT WHO MAY BE DECEASED, BY  
PURCHASE, INHERITANCE, LIEN OR OTHERWISE OF ANY RIGHT,  
TITLE OR INTEREST IN AND TO THE PREMISES DESCRIBED IN THE  
COMPLAINT HEREIN, AND THEIR RESPECTIVE HUSBANDS, WIVES  
OR WIDOWS, IF ANY, AND EACH AND EVERY PERSON NOT  
SPECIFICALLY NAMED WHO MAY BE ENTITLED TO OR CLAIM TO  
HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY  
DESCRIBED IN THE VERIFIED COMPLAINT; ALL OF WHOM AND  
WHOSE NAMES AND PLACES OF RESIDENCE UNKNOWN, AND  
CANNOT AFTER DILIGENT INQUIRY BE ASCERTAINED BY THE  
PLAINTIFF, NEW YORK STATE DEPARTMENT OF TAXATION AND  
FINANCE, THE UNITED STATES OF AMERICA.

foreclosing a mortgage recorded on December 8, 2010 in the office of the CLERK of the County of NASSAU Liber  
35458 Page 533 to 546 in pursuance of a judgment entered November 02, 2018;  
FIVE HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED Dollars (\$577,600.00) paid by the grantee,  
being the highest sum bid at the sale under said judgment does hereby grant and convey unto the grantee,

SEE SCHEDULE "A" LEGAL DESCRIPTION ATTACHED HERETO

TO HAVE AND TO HOLD the premises herein granted unto the grantee, and assigns forever,

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal, the date first above written.  
In presence of:

Ralph Madelena L.S.  
Ralph Madelena ESQ. Referee

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of NASSAU, ss:

On the 23<sup>rd</sup> day of MARCH in the year 2019  
before me, the undersigned, personally appeared

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

(signature and office of notary public taking acknowledgment)

RECEIVED

Francisco J. Capitanio  
Notary Public State of NY  
0204177852  
Qualified in Nassau County  
Exp. 3/16/23



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

May 20, 2019

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

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

**SUBJECT:** 47 CHESTNUT STREET, HICKSVILLE  
CLEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,413.03.

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

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

1 5000 102

REC'D TOWN STORVEN  
'19 JUN 20 AM 8:54

CLEAN - UP 47 CHESTNUT STREET, HICKSVILLE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (12-253-8) 47 CHESTNUT ST HICKSVILLE 11801

Date May 17, 2019

Work Order # 59876

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JAMES ROMANO	General Maintenance	01:30	\$28.31	00:00	0	\$42.46
JOSEPH SANTANGELO	General Maintenance	01:30	\$42.58	00:00	0	\$63.87
JOSEPH PISZCZATOWSKI	General Maintenance	01:30	\$52.60	00:00	0	\$78.90
RICHARD SANDIFORD II	General Maintenance	01:30	\$29.53	00:00	0	\$44.30
Total Labor						\$229.53

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD634	TRUCK DUMP 2008 FORD F350 YW (T175 / T-175) - Power Wagons	\$105.00	01:30	\$157.50
TD655	PICK-UP TRUCK 2009 FORD F-250 YW (16 / 016)	\$79.00	01:30	\$118.50
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:30	\$157.50
Total Equipment				\$433.50

Materials

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

Grand Total \$1413.03

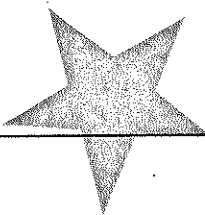
Description of Work:  
CLEAN UP 47 CHESTNUT STREET HV

Signature:

Name: Douglas Robalino

Title: Director of Highway Operations

Date: May 20, 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 29, 2019, authorized the Highway Department to clean up the premises located at 4387 Merrick Road, Massapequa, New York 11758, also known as Section 57, Block 82, Lot 333 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 August 12, 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 June 13, 2019, in the total amount of \$1,600.74, 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 August 12, 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 \$1,600.74 may be assessed by the Legislature of the County of Nassau against the parcel known as 4387 Merrick Road, Massapequa, New York 11758, also known as Section 57, Block 82, Lot 333 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

13

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 12, 2019

SUBJECT: Property Cleanup Assessment  
4387 Merrick Road, Massapequa, New York 11758  
Section 57, Block 82, Lot 333

---

The Department of Planning and Development, by memorandum dated May 29, 2019, directed the Highway Department to clean the premises located at 4387 Merrick Road, Massapequa, New York 11758, also known as Section 57, Block 82, Lot 333 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 19, 2019, advised that the property was cleaned by a crew from the Highway Department on June 13, 2019. The cost incurred by the Town of Oyster Bay was \$1,600.74.

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:\AM\LA\Cleanup\MD&Reso\Cleanup\MD&Reso\MD 4387 Merrick Rd 8.12.19.doc



May. 30. 2019 2:05PM

No. 0679 P. 1/1  
2019-7196

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
May 29, 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: 4387 Merrick Road Massapequa, NY 11758**  
**SBL: 57-82-333**

Nov. (No.19753) was issued to the owner of the above-referenced premises 5/21/2019 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.

REC'D TOWN ATTORNEY  
'19 JUL 9 PM4:34

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

5/14/01 BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS - Individual or Corporation

THIS INDENTURE, made the 7 day of December, two-thousand and one

4 BETWEEN PATRICIA LYKOS  
4387 Merrick Road  
Massapequa, New York 11758

party of the first part, and ROSE ZUNIGA  
2388 Midwood Avenue  
Bellmore, New York 11710

party of the second part,

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

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

9 57  
10 82  
✓ 333  
" SEE ATTACHED SCHEDULE A "

SAID PREMISES being known as and by 4387 Merrick Road, Massapequa, New York 11758

The grantor herein is the same party who acquired title by deed dated June 13, 2001 and duly recorded on June 22, 2001 in Liber 11346 page 984.

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:

  
PATRICIA LYKOS

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

Index No. 618349/2017

U.S. Bank National Association, as Trustee, I.P. Morgan  
Alternative Loan Trust 2006-S4, Mortgage Pass-Through  
Certificates,

Plaintiff,

NOTICE OF PENDENCY  
OF ACTION

- against -

Leslie Thornton; Karol Zuniga; Any unknown heirs,  
devisees, distributees or successors in interest of the late  
Rosa Zuniga a/k/a Rosa M. Zuniga a/k/a Rosa Bardales  
a/k/a Rosa M. Bardales, if they be living or, if they be  
dead, their spouses, heirs, devisees, distributees and  
successors in interest, all of whom and whose names and  
places of residence are unknown to the Plaintiff;  
American Express Centurion Bank; Midland Funding,  
LLC; KMT Enterprises, Inc.; Gemini Capital Group,  
LLC; People of the State of New York; State of New  
York, and "JOHN DOE", said name being fictitious, it  
being the intention of Plaintiff to designate any and all  
occupants of premises being foreclosed herein, and any  
parties, corporations or entities, if any, having or  
claiming an interest or lien upon the mortgaged premises,

Defendants.

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in  
this Court upon a complaint of the above named Plaintiff against the above named Defendants for  
the foreclosure of a Consolidated and/or Modified Mortgage dated January 5, 2011, executed by  
Rosa Zuniga, now deceased, as Mortgagor(s), to MetLife Bank, N.A., as Mortgagee, to secure the  
sum of \$453,787.08, and recorded in the Nassau County Clerk's Office on November 10, 2011, at  
Liber M 36553 of Mortgages, page 500. The foregoing instrument consolidated and/or modified  
the following mortgage(s): The Mortgage given by Rosa Zuniga, now deceased to Mortgage  
Electronic Registration Systems, Inc., as nominee for MetLife Bank, N.A. to secure the sum of

09-080037

Notice of Pendency of Action

Page 1 of 4

Town of Oyster Bay  
Inter- Departmental Memo

1800423

June 19, 2019

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

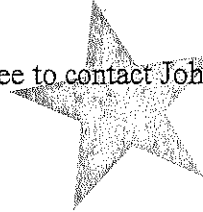
SUBJECT: 4387 MERRICK ROAD, MASSAPEQUA  
CLEAN-UP

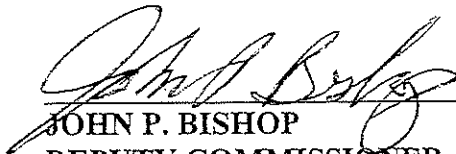
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Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,600.74.

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 4387 MERRICK ROAD, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (57-82-333) 4387 MERRICK RD MASSAPEQUA 11758

Date Jun 13, 2019

Work Order # 60284

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	01:30	\$29.53	00:00	0	\$44.30
GEORGE TIEDEMANN	General Maintenance	01:30	\$43.19	00:00	0	\$64.79
MARTIN LANG	General Maintenance	01:30	\$49.57	00:00	0	\$74.36
JOHN STERGIOPOULOS	General Maintenance	01:30	\$24.86	00:00	0	\$37.29
Total Labor						\$220.74

Tools/Vehicle

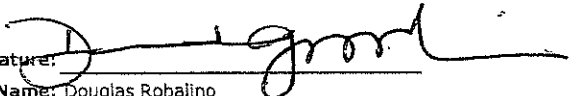
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	01:30	\$118.50
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:30	\$157.50
TD729	6 WHEELER 2015 LIC AM8735	\$131.00	01:30	\$196.50
TR152	TRAILER 2007 CCOUN 510TS BLACK	\$105.00	01:30	\$157.50
Total Equipment				\$630.00

Materials

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

Grand Total \$1600.74

Description of Work:  
CLEAN UP 4387 MERRICK ROAD MS

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: Jun 19, 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 June 13, 2019, authorized the Highway Department to clean up the premises located at 224 Yoakum Avenue, Farmingdale, New York 11735, also known as Section 48, Block 462, Lot 62 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 August 26, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 29, 2019, in the total amount of \$1,415.89, 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 August 26, 2019, is approved; and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,415.89 may be assessed by the Legislature of the County of Nassau against the parcel known as 224 Yoakum Avenue, Farmingdale, New York 11735, also known as Section 48, Block 462, Lot 62 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

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 26, 2019

SUBJECT: Property Cleanup Assessment  
224 Yoakum Avenue, Farmingdale, New York 11735  
Section 48, Block 462, Lot 62


---

The Department of Planning and Development, by memorandum dated June 13, 2019, directed the Highway Department to clean the premises located at 224 Yoakum Avenue, Farmingdale, New York 11735, also known as Section 48, Block 462, Lot 62 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 29, 2019, advised that the property was cleaned by a crew from the Highway Department on June 29, 2019. The cost incurred by the Town of Oyster Bay was \$1,415.89.

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 224 Yoakum Ave 8.26.19.doc

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
June 13, 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: 224 Yoakum Avenue Farmingdale, NY 11735**  
**SBL: 48-462-62**

Nov. (No. 19754) was issued to the owner of the above-referenced premises 5/24/2019 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



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

THIS INDENTURE, made the 12th day of August 2003 ~~1999~~  
BETWEEN

Shawn M. Rogers and Theresa M. Rogers, UX., both residing at  
224 Yoakum Avenue, Farmingdale, NY 11735

party of the first part, and

Brian Palabella, residing at 119 Franklin Street, Elmont, NY

party of the second part,

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

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

fully described at Schedule "A" Annexed hereto and made a part hereof

For Map  
Designation

R 48

BL 462

L 62

TOGETHER with all right, title and interest, if any, of the party of the first part of, 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.

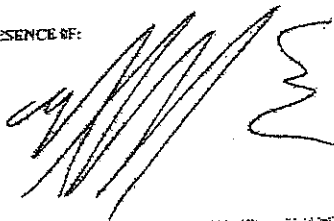
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

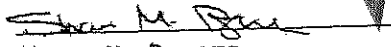
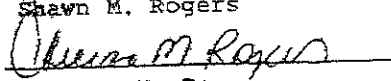
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of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



  
Shawn M. Rogers  
  
Theresa M. Rogers

19000018

Town of Oyster Bay  
Inter- Departmental Memo

June 29, 2019

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

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

**SUBJECT:** 224 YOAKUM AVENUE, FARMINGDALE  
CLEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,415.89.

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  
15 JUL 11 11:46:25

CLEAN - UP 224 YOAKUM AVENUE, FARMINGDALE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (48-462-52) 224 YOAKUM AVE FARMINGDALE 11735

Date Jun 29, 2019

Work Order # 50644

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	01:30	\$29.53	00:00	0	\$44.30
MARTIN LANG	General Maintenance	01:30	\$49.57	00:00	0	\$74.36
JOHN STERGIOPOULOS	General Maintenance	01:30	\$24.86	00:00	0	\$37.29
NICOLAS CAMMARANO	General Maintenance	01:30	\$24.96	00:00	0	\$37.44
Total Labor						\$193.39

Tools/Vehicle

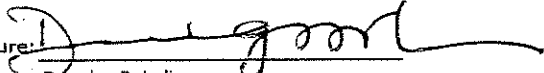
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	01:30	\$157.50
TD728	POWER WAGON 2015 T-245	\$105.00	01:30	\$157.50
TR139	2003 CARMATE TRAILER 814CC YW	\$105.00	01:30	\$157.50
Total Equipment				\$472.50

Materials

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

Grand Total \$1415.89

Description of Work:  
CLEAN UP 224 YOAKUM AVENUE FM

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: Jun 29, 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 June 13, 2019, authorized the Highway Department to clean up the premises located at 30 Columbia Road, Hicksville, New York 11801, also known as Section 12, Block 435, Lot 1 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 26, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 17, 2019, in the total amount of \$1,646.68, 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 August 26, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,646.68 may be assessed by the Legislature of the County of Nassau against the parcel known as 30 Columbia Road, Hicksville, New York 11801, also known as Section 12, Block 435, Lot 1 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- #-

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

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

15

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 26, 2019

SUBJECT: Property Cleanup Assessment  
30 Columbia Road, Hicksville, New York 11801  
Section 12, Block 435, Lot 1

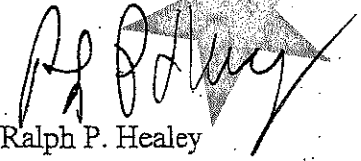
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The Department of Planning and Development, by memorandum dated June 13, 2019, directed the Highway Department to clean the premises located at 30 Columbia Road, Hicksville, New York 11801, also known as Section 12, Block 435, Lot 1 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 29, 2019, advised that the property was cleaned by a crew from the Highway Department on June 17, 2019. The cost incurred by the Town of Oyster Bay was \$1,646.68.

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 30 Columbis Rd 8.26.19.doc

2019-7207 AL

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**  
June 13, 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:** 30 Columbia Road Hicksville, NY 11801  
SBL: 12-435-1

Nov. (No.19735 was issued to the owner of the above-referenced premises 6/04/2019 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.

REC'D TOWN ATTORNEY  
19 JUL 15 PM 3:15

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

EXECUTOR'S DEED (INDIVIDUAL OR CORPORATION)

STANDARD NYBTU FORM 8010

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

THIS INDENTURE, made the July 13, 2004,

between ESTATE OF MARY P. BRUTON, By Thomas F. Quinn, Executor  
As Executor of the Estate of Mary P. Bruton the last will and testament of Mary P. Bruton, late of 50 Vernon Street, Plainview, NY who died on the Fifteenth day of April, Two Thousand Three, party of the first part, and

Brendan Bruton of 30 Columbia Road, Hicksville, NY,  
party of the second part,

12  
425  
1  
WITNESSETH, that the party of the first part, to whom letters testamentary were issued by the Surrogate's Court, Nassau County, New York on July 17, 2003 and by virtue of the power and authority given in and by said last will and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of 325,920.00 dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the distributees or successors and assigns of the party of the second part forever,

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

SEE ATTACHED SCHEDULE A

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 also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise,

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 costs 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,  
Thomas F. Quinn, Executor of estate of Mary P. Bruton.

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

June 29, 2019

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

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


**SUBJECT:** 30 COLUMBIA ROAD, HICKSVILLE  
CLEAN-UP

---

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

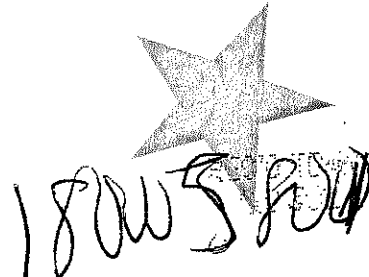
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,646.68.

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

  
180W5

CLEAN - UP 30 COLUMBIA ROAD, HICKSVILLE TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (12-435-1) 30 COLUMBIA RD HICKSVILLE 11801

Date Jun 17, 2019

Work Order # 60645

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL ZEREBAK	General Maintenance	01:00	\$25.11	00:00	0	\$25.11
JUAN ALFARO	General Maintenance	01:00	\$25.11	00:00	0	\$25.11
JEFFREY CARTER	General Maintenance	01:00	\$39.61	00:00	0	\$39.61
CHRISTOPHER MADDEN	General Maintenance	01:00	\$24.86	00:00	0	\$24.86
JOSEPH SANTANGELO	General Maintenance	01:00	\$42.58	00:00	0	\$42.58
MICHAEL CALAMIA	General Maintenance	01:00	\$25.56	00:00	0	\$25.56
SEAN MCLAUGHLIN	General Maintenance	01:00	\$24.27	00:00	0	\$24.27
RICHARD SANDIFORD II	General Maintenance	01:00	\$29.53	00:00	0	\$29.53
RAYMOND SWIERKOWSKI	General Maintenance	01:00	\$30.05	00:00	0	\$30.05
Total Labor						\$266.68

Tools/Vehicle

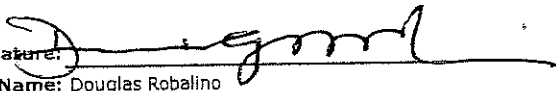
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU444	PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	01:00	\$79.00
TD573	TRUCK DUMP 2005 FORD F-350 YW (T-245) - Power Wagons	\$105.00	01:00	\$105.00
TD606	TRUCK DUMP 2007 FORD F-350 YW (T-155) - Power Wagons	\$105.00	01:00	\$105.00
TD711	TRUCK DUMP 2012 INTER 7300 YW (T-231)- 6 Wheeler	\$131.00	01:00	\$131.00
TD728	POWER WAGON 2015 T-245	\$105.00	01:00	\$105.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
Total Equipment				\$630.00

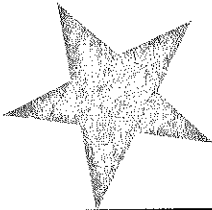
Materials

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

Grand Total \$1646.68

Description of Work:  
CLEAN UP 30 COLUMBIA ROAD HV

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: Jun 29, 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 June 27, 2019, authorized the Highway Department to clean up the premises located at 58 Parkview Circle, Bethpage, New York 11714, also known as Section 46, Block 550, Lot 5 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 August 26, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 1, 2019, in the total amount of \$1,536.52, 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 August 26, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,536.52 may be assessed by the Legislature of the County of Nassau against the parcel known as 58 Parkview Circle, Bethpage, New York 11714, also known as Section 46, Block 550, Lot 5 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  
*[Signature]*

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 26, 2019

SUBJECT: Property Cleanup Assessment  
58 Parkview Circle, Bethpage, New York 11714  
Section 46, Block 550, Lot 5


---

The Department of Planning and Development, by memorandum dated June 27, 2019, directed the Highway Department to clean the premises located at 58 Parkview Circle, Bethpage, New York 11714, also known as Section 46, Block 550, Lot 5 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 11, 2019, advised that the property was cleaned by a crew from the Highway Department on July 1, 2019. The cost incurred by the Town of Oyster Bay was \$1,536.52.

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 58 Parkview Circle 8.26.19.doc

## TOWN OF OYSTER BAY

Inter-Departmental Memo  
June 27, 2019

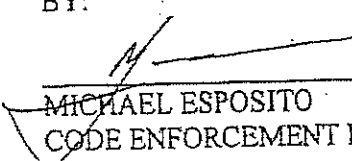
To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 58 Parkview Circle Bethpage, NY 11714  
SBL: 46-550-5

Nov. (No.19765) was issued to the owner of the above-referenced premises 6/19/2019 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:

REC'D TOWN ATTORNEY  
19 JUL 17 AM 11:20

- 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

THIS DEED, made the 28th day of July, 2017, between Ann Marie Diaz, Esq., 31 Roxen Rd., Rockville Centre, NY 11570, the Referee duly appointed in the action hereinafter mentioned ("Grantor"), and U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, 3701 Regent Blvd, Irving, TX 75063, ("Grantee").

WITNESSETH, that Grantor, the Referee appointed in an action by Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America, as Plaintiff against Natalia Kontomanolis and John Kontomanolis as Defendant(s), foreclosing a Mortgage recorded on October 1, 2007, in the Nassau County Clerk's Office in Liber M 32381 of Mortgages, page 726, pursuant to a judgment of foreclosure and sale entered by the Supreme Court of the State of New York, Nassau County, on May 2, 2017, and in consideration of Four Hundred Eighty-Six Thousand Four Hundred Eighty-Six Dollars and Seventy-Four Cents (\$486,486.74) Dollars paid by the Grantee, being the highest sum bid at the sale under said judgment, does hereby grant and convey unto Grantee and the heirs, executors, administrators, successors and assigns of Grantee forever,

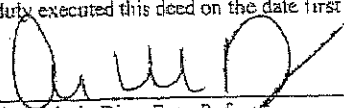
ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Town of Oyster Bay, the County of Nassau, and the State of New York, being more particularly described in Schedule A attached hereto and made a part hereof.

Tax Account No.: Section 46 Block 550 Lot 5  
Property Address: 58 Parkview Circle, Bethpage, NY 11714  
Tax Mailing Address: 3701 Regent Blvd, Irving, TX 75063

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

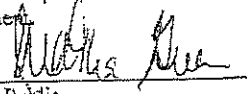
TO HAVE AND TO HOLD the premises herein granted unto Grantee and the heirs, executors, administrators, successors and assigns of Grantee forever.

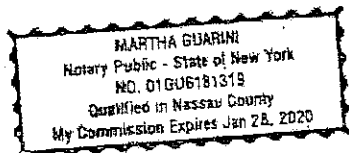
IN WITNESS WHEREOF Grantor has duly executed this deed on the date first above written.

  
Ann Marie Diaz, Esq., Referee

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

On the 28th day of July in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Ann Marie Diaz, Esq., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



Record and return to:

Shapiro, DiCaro &  
Barak, LLC  
175 Mile Crossing  
Boulevard  
Rochester, New York  
14624  
(585) 247-9000

File #: 13-030369  
CM

RECORDED & INDEXED BY THE ALBANY COUNTY CLERK'S OFFICE

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

July 11, 2019

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

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

**SUBJECT: 58 PARKVIEW CIRCLE SOUTH, BETHPAGE  
CLEAN-UP**

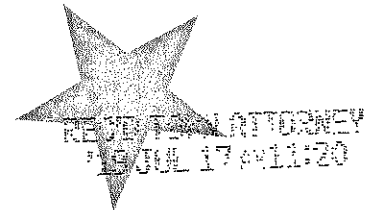
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Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,536.52.

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

12000820

CLEAN - UP 58 PARKVIEW CIRCLE SOUTH, BETHPAGE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-550-5) 58 PARKVIEW CIRCLE SOUTH BETHPAGE 11714

Date Jul 1, 2019

Work Order # 61108

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL ZEREBAK	General Maintenance	02:00	\$25.11	00:00	0	\$50.22
RAYMOND SWIERKOWSKI	General Maintenance	02:00	\$30.05	00:00	0	\$60.10
PAT DAVINO	General Maintenance	02:00	\$23.10	00:00	0	\$46.20
Total Labor						\$156.52

Tools/Vehicle

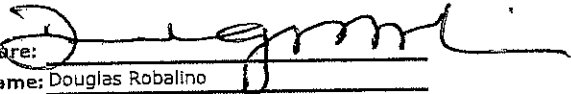
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU444	PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	02:00	\$158.00
TD574	TRUCK DUMP 2005 INTL 7300 YW (T-233)- 6 Wheeler	\$131.00	02:00	\$262.00
TD635	TRUCK DUMP 2008 FORD F350 YW (T275 / T-275) - Power Wagons	\$105.00	02:00	\$210.00
Total Equipment				\$630.00

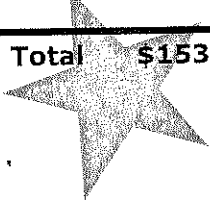
Materials

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

Grand Total \$1536.52

Description of Work:  
CLEAN UP 58 PARKVIEW CIRCLE BP

Signature:   
Name: Douglas Robalino  
Title: Director of Highway Operations  
Date: Jul 10, 2019



WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated August 26, 2019, advised that the Office of the Town Attorney solicited proposals from firms to provide an analysis and audit of cable franchise fee collections pursuant to a request for proposals; and

WHEREAS, the request for proposals was published in Newsday and posted to the Town's website, which resulted in the receipt of three (3) responses prior to the deadline for proposals; and

WHEREAS, following a review of the responses and in accordance with Guidelines 6 and 9 of the Procurement Policy, the Office of the Town Attorney recommended that the Town Board of the Town of Oyster Bay (the "Town Board") authorize the Supervisor, or his designee, to execute an agreement with the following firm: Municipal Audit Services, LLC, 130 Shore Road, Suite 205, Port Washington, New York 11050; and

WHEREAS, the proposal by Municipal Audit Services provides for a 29% contingency fee arrangement for any additional franchise fees that the Town recovers as a result of the services performed by Municipal Audit Services, LLC,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and the Supervisor, or his designee, is authorized to execute an agreement with Municipal Audit Services, LLC, 130 Shore Road, Suite 205, Port Washington, New York 11050, and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to deposit any additional franchise fees that the Town recovers as a result of the services performed by Municipal Audit Services, LLC into Account No. TWN A 0001 01170 000 0000, and, to make payment to Municipal Audit Services, LLC in accordance with the contingency fee rate, upon submission of a duly certified claim, after audit, with funds drawn from Account No. OTA A 1420 44900 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



19

## Town of Oyster Bay Inter-Departmental Memo

**TO** : Memorandum Docket

**FROM** : Office of the Town Attorney

**DATE** : August 26, 2019

**SUBJECT:** Retention of Firm for the Analysis and Audit of Cable Franchise Fee Collections

---

On May 13, 2019, this Office released a Request for Proposals from firms to provide an analysis and audit of cable franchise fee collections. (the "RFP"). The Town sought the successful proposer's compensation to be in the form of a contingent percentage fee. Said fee shall be a one-time fee calculated on the refunds actually received by the Town in connection with the audit.

Pursuant to the provisions of the Procurement Policy, the RFP was published in Newsday and was also posted to the Town's website. A total of three (3) responses were received prior to the deadline established in the RFP.

Following a review of the responses for compliance with the terms of the RFP and overall qualifications, and in accordance with Guidelines 6 and 9 of the Procurement Policy, this Office recommends that the Town Board authorize the Town Supervisor, or his designee, to execute an agreement with the following firm: Municipal Audit Services, LLC, 130 Shore Road, Suite 205, Port Washington, New York 11050.

The above firm's RFP proposal is attached to this memorandum docket. The proposal provides for a 29% contingency fee arrangement for any additional franchise fees that the Town recovers as a result of the services performed by Municipal Audit Services, LLC. Any additional franchise fees shall be deposited into Account No. TWN A 0001 01170 000 0000, and payment to Municipal Audit Services, LLC in accordance with the contingency fee rate, upon submission of a duly certified claim, after audit, will be made with funds drawn from Account No. OTA A 1420 44900 000 0000.

Submitted herewith is the resolution for the above request.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Frank M. Scalera  
Chief Deputy Town Attorney

FMS:fms  
Attachment  
2019-7217  
cc: Town Attorney (w/ 9 copies)

Content

Legal Notice # 21493985  
LEGAL NOTICE  
REQUEST FOR PROPOSALS  
PLEASE TAKE NOTICE that  
a REQUEST FOR PRO-  
POSALS ("RFP") is available  
at the Town of Oyster Bay,  
Office of the Town Attorney,  
4 Audrey Avenue, Oyster  
Bay, NY, which RFP seeks  
proposals from firms for com-  
prehensive franchise fee au-  
diting services to the Town.  
The audit will assess the ac-  
curacy of the cable franchise  
fees and public education  
fees government ("PEE")  
fees calculations and pay-  
ments.  
Detailed specifications and  
proposal sheets may be ob-  
tained online at [http://  
oysterbaytown.com/doing-  
business-with-the-town/](http://oysterbaytown.com/doing-business-with-the-town/)  
and at the Office of the  
Town Attorney located at 4  
Audrey Avenue, Oyster Bay,  
NY.  
Responses to the RFP, if  
any, must be received and  
must be clocked in at the Of-  
fice of the Town Attorney,  
pursuant to the terms of the  
RFP, no later than 4:00 P.M.  
(prevailing time) on June 3,  
2019 following which time  
any responses will be evalu-  
ated as provided for by law.  
JOSEPH S. SALADINO,  
TOWN SUPERVISOR, JAMES  
ALTADONNA JR., TOWN  
CLERK, JOSEPH NOCELLA,  
TOWN ATTORNEY. Dated:  
May 13, 2019

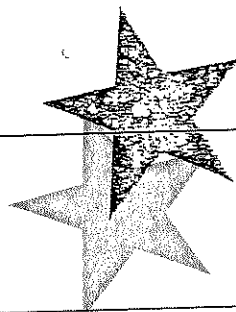
NEWSDAY PROOF

Advertiser: TOWN OF OYSTER BAY/TOWN CLERK  
Agency: TOWN OF OYSTER BAY/TOWN CLERK  
Ad Number: 0021493985  
Start Date: 05/13/2019  
End Date: 05/13/2019  
Price: \$180.00  
Ordered By: Legaladv@newsday.com

Phone: 5166246326  
Contact: RAY  
Section: Legals  
Class: 11100  
Size: 1 x 45 Times: 1  
Date: 5/10/2019  
Zone(s): C-Nassau

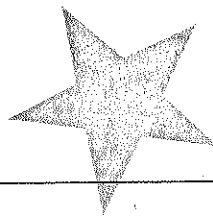
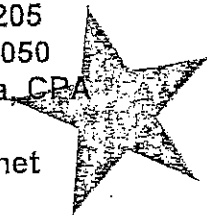
Signature of Approval: \_\_\_\_\_

Date: \_\_\_\_\_



**TOWN OF OYSTER BAY**  
**PROPOSAL FOR ANALYSIS AND AUDIT OF FRANCHISE FEE COLLECTIONS**

SUBMITTED BY: Municipal Audit Services, LLC  
130 Shore Road, Suite 205  
Port Washington, NY 11050  
Contact: Joseph J Messina, CPA  
516-220-3112  
jjmessina@muniaudit.net



**TOWN OF OYSTER BAY**  
**PROPOSAL FOR ANALYSIS AND AUDIT OF FRANCHISE FEE COLLECTIONS**

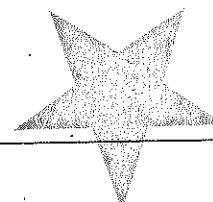
Table of contents

SECTION A. INTRODUCTORY STATEMENT

SECTION B. QUALIFICATIONS AND APPROPRIATENESS OF PROPOSED STAFF

SECTION C. APPROPRIATENESS AND QUALITY OF CONTRACTOR'S  
EXPERIENCE

SECTION D. PRICE PROPOSAL



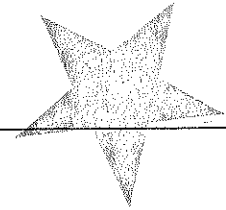
## SECTION A. INTRODUCTORY STATEMENT

Municipal Audit Services, LLC ("MUNI") is a privately held financial and tax audit company serving New York State Municipalities since 2012. MUNI offers a totally contingency-based fee service to assist municipalities in maximizing tax and franchise fee revenue. The company is comprised of experienced financial and utility personnel that conduct local utility gross receipts tax and franchise fee audits on behalf of their clients. Please find attached resumes of the 3 principals of MUNI.

Since 2012 MUNI has furnished audit services for over 100 New York State Municipalities, of which over 55 are Long Island Municipalities, recovering over \$3 million for its clients which includes over \$1 million of under paid franchise fees. Each one of its clients has had at least one recovery with many having three (3) or more. MUNI enjoys a 100% success record, and its clients have recognized the value of performing these all-important specialized audits. We have noted that underpayment and/or errors in reporting are not unique to one municipality, but rather the pattern is commonly replicated in other municipalities serviced by the vendor.

Our clients have realized that it is important to periodically schedule and conduct audits to insure compliance by all affected companies doing business in the territorial boundaries of the municipality. Some of the benefits of the audits as related to the Town of Oyster Bay are as follows:

1. Town officials fulfill their fiduciary responsibilities by having specialized audits conducted to insure that all revenue is collected.
2. The audit insures that Town officials are actively participating in the oversight of town financial operations.



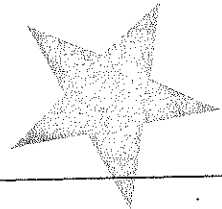
## SECTION B. QUALIFICATIONS AND APPROPRIATENESS OF PROPOSED STAFF

The principals of Municipal Audit Services, LLC ("MUNI") who will be assigned to the audit for the Town of Oyster Bay are as follows:

- Joseph J Messina, CPA- Managing Director
- John J. Messina- Executive Vice President
- Michael Brosnan- Executive Vice President

Attached are resumes of the 3 principals.

The firm retains the services of Gary Fishberg, Esq. of Cullen & Dykman, LLP to assist in the claims and collection process.



Joseph J. Messina, CPA  
Municipal Audit Services, LLC  
Port Washington, NY 11050  
516-220-3112  
[jjmessina@muniaudit.net](mailto:jjmessina@muniaudit.net)

Senior Financial Executive with over 50 years of experience.

Professional Experience

Municipal Audit Services, LLC ("MUNI"), Port Washington, NY- Managing Director & Founder.

MUNI is a privately held financial and tax audit company which specializes in compliance, audit, recovery of local municipal utility gross receipts tax and review of municipality franchise fee revenue and recovery of underpayments. The Company has recovered over \$3.0 Million since 2012 for its clients.

Marcraft Clothes, Inc. New York, NY, May 1996- June 2011- Chief Financial Officer

Marcraft Clothes, Inc is a designer, manufacturer and distributor of men's branded tailored clothing. Responsible for the Company's financial and operational departments including financial statement process, administration and distribution center. Worked closely with the Company's financing sources, public accounting and legal professionals. Closely monitored Company's working capital uses and requirements. Reported directly to owners and principles of the Company.

Holiday Fair, Inc. New York, NY, April 1987- March 1996- Chief Financial Officer

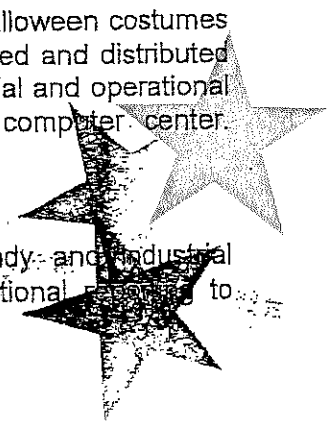
Holiday Fair, Inc was a designer, importer and distributor of fashion accessories including handbags, backpacks, luggage and related items. Responsible for the Company's financial and operational departments including financial statement process, administration and distribution center. Developed financial and managerial reporting systems to control operations including timely financial statements, costing and customer profitability. Reported directly to owners and principles of the Company.

Ben Cooper, Inc. Brooklyn, NY, 1983- March 1987- Controller

Ben Cooper, Inc was a designer, manufacturer, importer and distributor of Halloween costumes and accessories and toys. Over 80 % of the Company's product were branded and distributed under exclusive licensing agreements. Responsible for the Company's financial and operational departments including financial statement process, administration and computer center. Reported directly to owners and principles of the Company.

Ward Foods, Inc. New York, NY, 1979- 1983- Controller- Candy Division.

Ward Foods-Candy Division was a manufacturer and distributor of candy and industrial confectionary products. Responsible for the Division's financial and operational reporting to corporate office. Reported to Division CFO.



Joseph J. Messina, CPA

Ben Cooper, Inc. Brooklyn, NY, 1973- 1979- Controller

See above. Returned to this company in 1983.

Touche, Ross, Bailey & Smart ("TRBS"), June 1968- August 1973- Senior Supervising Accountant

TRBS predecessor of Deloitte Touche. Performed audits on public and private companies in varied industries.

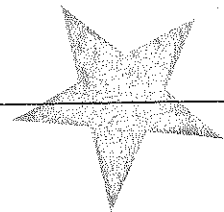
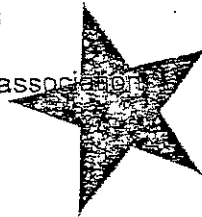
Education & Professional Societies

Bachelor of Science- major accounting. St. John's University. June 1968. Graduated with honors.

Member New York State Society of Certified Public Accountants

Member American Institute of Certified Public Accountants

Associate Member of Long Island Village Clerk and Treasurers association





JOHN J. MESSINA  
Executive Vice President  
MUNICIPAL AUDIT SERVICES, LLC  
Port Washington, New York, 11050  
516-220-3112

## HIGHLIGHTS

- Co-founder of Telstar Resource Group, Inc. in 1991. Telstar provides a variety of cost reduction strategies and services to major telephone companies, cable companies, and Fortune 500 companies.
- Telstar Resource Group has reduced the telecommunications expenses of its clients by over fifty million dollars and recovered over one hundred million dollars in refunds through rate, tariff and vendor contract compliance audits, network optimizations, and through the removal of telecommunications facilities no longer utilized or required.
- Implemented integrated systems that track expenses, moves add and changes with facility management systems.
- Co-author of *The Complete Guide to Local & Long Distance Telephone Company Billing: How to Audit Your Bills, Secure Refunds and Select the Most Cost Efficient Service; Telecommunications Expense Management; and The Telecom Professional's Complete Guide to the Internet.*
- Developed comprehensive analytical models that evaluate the competitiveness of various vendor contracts. Proposed contracts are benchmarked against contracts recently implemented by similarly situated companies.
- Career includes ~~thirty-five years experience with AT&T, New York Telephone Company, New England Telephone Company and the NYNEX Corporation (now Verizon).~~

## EDUCATION

- Pratt Institute – BS in Engineering
- St. John's University – BA in Business Administration
- Dale Carnegie Institute, New York, NY – Fourteen week program in Effective Public Speaking and Human Relations
- Extensive telephone company training in management, telephone networks, systems testing and quality control.

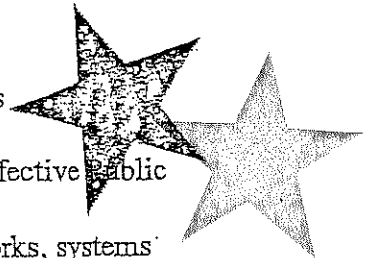
**MICHAEL BROSNAN**  
*Executive Vice President*  
**MUNICIPAL AUDIT SERVICES, LLC**  
*Port Washington New York, NY 11050*  
*516-220-3112*

## HIGHLIGHTS

- Co-founder of Telstar Resource Group, Inc. in 1991. Telstar provides a variety of cost reduction strategies and services to major telephone companies, cable companies, and Fortune 500 companies.
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- Career includes eleven years experience with AT&T, New York Telephone Company, New England Telephone Company and the NYNEX Corporation (now Verizon).

## EDUCATION

- New York University, New York, NY. MA in Interactive Telecommunications
- St. John's University, NY. BA in Business Administration
- Dale Carnegie Institute, New York, NY – Fourteen week program in Effective Public Speaking and Human Relations
- Extensive telephone company training in management, telephone networks, systems testing and quality control.



## SECTION C. APPROPRIATENESS AND QUALITY OF CONTRACTOR'S EXPERIENCE

Municipal Audit Services, LLC ("MUNI") has settled claims totaling **over \$1 million** for underpayment of franchise fees by a major cable provider. Our analysis has indicated that several revenue components in many cases have been omitted in the calculation of revenue subject to the franchise fee resulting in underpayments of 5% – 10% on an annual basis. Moreover, in most cases, the audit period was a six year look back resulting in substantial claims for our clients. Many municipalities were also entitled to interest on the underpayment as permitted by the Franchise Agreement. Presently we expect claims to be settled for over 10 other municipalities served by this cable provider. The under payments which we have identified affects most municipalities that have a Franchise Agreement with this provider.

Locally, our firm has recovered under paid franchise fees for the following Long Island Villages:

Bayville, Baxter Estates, Belle Terre, Bellport, Bellerose, Brookville, East Williston, Flower Hill, Farmingdale, Great Neck, Great Neck Estates, Hempstead, Island Park, Kensington, Lake Grove, Lake Success, Lattingtown, Laurel Hollow, Lynbrook, Malverne, Massapequa Park, Mill Neck, Old Brookville, Old Westbury, Patchogue, Plandome, Plandome Manor, Port Washington North, Roslyn, Roslyn Harbor, Sands Point, Saddle Rock, Sea Cliff, South Floral Park, Steward Manor, Thomaston, Valley Stream, Westbury, Williston Park.

As requested the following references are furnished:

1. Mr. Brian Harty, Village Administrator, Village of Farmingdale, 361 Main Street, Farmingdale, NY11735, Telephone 516-249-0093. Email- [bharty@farmingdalevillage.com](mailto:bharty@farmingdalevillage.com)
2. Mr. John Giordano, Village Administrator, Village of Lynbrook, 1 Columbus Drive, Lynbrook, NY 11561, Telephone-516-599-8300.  
Email- [jgiordano@lynbrookvillage.com](mailto:jgiordano@lynbrookvillage.com)
3. Michael J. Fox, Village Treasurer, Village of Valley Stream, 123 South Central Avenue, Valley Stream, NY11580, Telephone-516-592-5109, Email- [vstreas1@svsny.org](mailto:vstreas1@svsny.org)

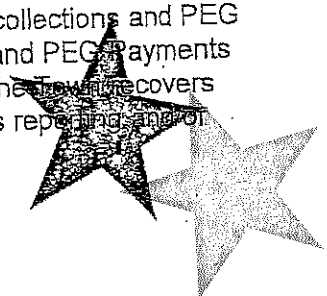
## SECTION D. PRICE PROPOSAL

Municipal Audit Services, LLC ("MUNI") will review the reports and receipts provided to the Town of Oyster Bay by the Cable television companies regarding the Franchise Fees and PEG payments, as well as the relevant underlying records of the Cable companies, for the purpose of uncovering erroneous reporting and/or underpayments and other reporting errors. Such review will be conducted in order to (a) recover revenue and additional payments (including penalties, interest and reimbursable audit costs, if applicable) that may be due to the Town of Oyster Bay for any past errors resulting from erroneous reporting and/or underpayments by the Cable companies ("prior period errors"), and (b) increase future revenue payments by causing the Cable Companies to implement MUNI's recommendations to correct underreporting and underpayment errors.

MUNI's review shall encompass the open periods pursuant to the Franchise Agreements.

MUNI shall have the responsibility to negotiate and interact with the Cable companies on the Town's behalf for the purpose of recovering historical revenues due to past errors and for the purpose of implementing recommendations to increase future revenues

As its fee for the service provided in the analysis and audit of franchise fee collections and PEG payments, MUNI shall be entitled to 29% of any additional Franchise Fees and PEG Payments including penalties, interest and reimbursable audit fees, if applicable, that the Town recovers from the Cable companies by reason of past errors resulting from erroneous reporting and/or underpayments uncovered as a result of MUNI's services.



WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated August 27, 2019 advised that on August 21, 2019, an amended judgment was entered in the action *Centro de la Comunidad Hispana de Locust Valley, et ano. v. Town of Oyster Bay, et ano.*; and

WHEREAS, pursuant to the amended judgment, the Court directed the Town to pay legal fees and disbursements in the total amount of \$1,505,806.00 to Plaintiffs' counsel; payment will be made by the Town as follows: \$1,194,576.00 to LatinoJustice PRLDEF and \$211,230.00 to New York Civil Liberties Union Foundation, with the Town's insurer to contribute the remaining \$100,000.00; and

WHEREAS, Messrs. Nocella and Rozea, by the aforementioned memorandum, recommended that the Town Board authorize payment in order to fully satisfy the amended judgment,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Comptroller is hereby authorized and directed to make payment to LatinoJustice PRLDEF, 475 Riverside Drive, Suite 1901, New York, New York 10115, in an amount not to exceed \$1,194,576.00, and to New York Civil Liberties Union Foundation, 125 Broad Street, 19<sup>th</sup> Floor, New York, New York 10004, in an amount not to exceed \$211,230.00 with funds to be drawn from Account No. TWN A 1989 44170 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  
Official Town Attorney  
*[Signature]*

22

## Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: August 27, 2019

SUBJECT: Satisfaction of Judgment

---

On August 21, 2019, an amended judgment was entered in the action *Centro de la Comunidad Hispana de Locust Valley, et ano. v. Town of Oyster Bay, et ano.*, 10-cv-2262.


Pursuant to that amended judgment, the Court directed the Town to pay legal fees and disbursements in the total amount of \$1,505,806.00 to Plaintiffs' counsel. Payment will be made by the Town as follows: \$1,194,576 to LatinoJustice PRLDEF and \$211,230 to New York Civil Liberties Union Foundation. The Town's insurer, AIG, is contributing the remaining \$100,000.00. The Town is pursuing a separate action against AIG for full reimbursement of this fee award.

The genesis of the fee award was litigation involving a challenge to the Town Code § 205-32 ("Solicitation from Streets and Sidewalks Prohibited"). In that litigation, the Plaintiffs alleged that the ordinance was an unconstitutional infringement on their commercial free speech rights, inasmuch as they were prohibited from soliciting employment from sidewalks and streets. The U.S. District Court for the Eastern District of New York (Hurley, J.) granted the Plaintiffs' motion for summary judgment and permanently enjoined enforcement of the ordinance. On appeal, the U.S. Court of Appeals for the Second Circuit affirmed the District Court's entry of summary judgment in favor of the Plaintiffs.

Because Federal law permits the prevailing party in a civil rights action to recover its attorneys' fees (*see* 42 U.S.C. § 1988), Plaintiffs moved for an attorneys' fee award. That motion was referred by Judge Hurley to Magistrate Judge Anne Y. Shields, who ultimately recommended that the Court awards Plaintiffs the amount of \$1,505,806. Judge Hurley then confirmed and adopted that recommendation.

Consequently, we recommend that the Town Board authorize the payment as outlined above in order to fully satisfy the amended judgment. Funds for the payment are available in Account No. TWN A 1989 44170 000 0000.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Matthew M. Rozea  
Deputy Town Attorney

MMR:mmr  
Attachment  
Town Attorney (w/9 copies)  
2017-5790

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
CENTRO DE LA COMUNIDAD HISPANA  
DE LOCUST VALLEY; and THE WORKPLACE  
PROJECT,

Plaintiffs,

- against -

AMENDED JUDGMENT FOR  
ATTORNEY'S FEES  
CV 10-2262 (DRH)(AYS)

TOWN OF OYSTER BAY; JOHN VENDITTO,  
Town Supervisor of the Town of Oyster Bay.

Defendants.  
-----X

An Order Adopting Report and Recommendation of Honorable Denis R. Hurley, United States District Judge, having been filed on July 3, 2019, adopting the June 18, 2019 Report and Recommendation of United States Magistrate Judge Anne Y. Shields, and granting Plaintiffs' motion for attorney's fees to the extent that Plaintiffs are awarded \$1,482,248.00 in attorney's fees and \$23,558.00 in costs for a total monetary award of \$1,505,806.00; and an Order of Honorable Denis R. Hurley, United States District Judge, having been filed on August 21, 2019, granting Plaintiffs' motion to alter the judgment to provide that Plaintiffs' attorneys Latino Justice PRLDEF, the New York Civil Liberties Union Foundation and Leon Friedman are awarded a total monetary award of \$1,505,806.00, it is

**ORDERED AND ADJUDGED** that Plaintiffs' motion for attorney's fees is granted; that Plaintiff's motion to alter the judgment is granted; and that Plaintiffs' attorneys Latino Justice PRLDEF, the New York Civil Liberties Union Foundation and Leon Friedman are awarded a total monetary award of \$1,505,806.00.

Dated: August 21, 2019  
Central Islip, New York

DOUGLAS C. PALMER  
CLERK OF THE COURT  
By: /s/ James J. Toritto  
Deputy Clerk

Reviewed By  
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated August 29, 2019, and Cashin Associates, P.C., Consultant, by letter dated August 21, 2018, advised that multiple items have changed the scope of the work of Contract No. DP15-124, relative to the Installation of Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, and such additional work is encompassed in Change Order No.1, for a total net increase in the amount of \$3,268.53, and Commissioner Lenz recommended that the Town Board authorize said Change Order No. 1,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as hereinabove set forth, Change Order No.1, relative to the Construction Phase of Contract No. DPW15-124, for the Installation of Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, is hereby approved, and the Supervisor, or his designee, is hereby authorized and directed to sign Change Order No.1, for a total net increase in the amount of \$3,268.53, setting forth the additional work required; and be it further

RESOLVED, That the funds are available for the described Change Order No. 1 in the amount of \$3,268.53 from the available balance of the Potential Quantity Increase (PQI) reserve; and be it further

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

-#-

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

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



23

# TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

August 29, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: CHANGE ORDER NO. 1  
INSTALLATION OF PERMANENT GENERATORS AT CRITICAL FACILITIES IN  
MASSAPEQUA & MASSAPEQUA PARK  
CONTRACT NO.: DPW15-124  
ACCOUNT NO.: TWN-A-0001-04089-594-0000

---

Attached is a letter from Cashin Associates, P.C. dated June 4, 2019 concerning Change Order No. 1 for a total net increase in the amount of \$3,268.53.

The above subject Change Order No.1 encompasses multiple items that changed the scope of work. These items are explained in the attached letter from Cashin Associates, P.C.

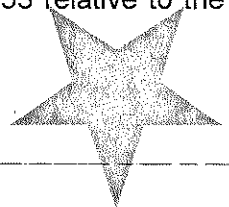
The contractor, Hinck Electrical Contractor, Inc., has submitted his price quote for the proposed items of work and the consultant, Cashin Associates, P.C., reviewed the contractor's price quote and finds the increased cost of \$3,268.53 for the widened scope of work to be fair and reasonable.

Funds are available for the described Change Order No. 1 in the amount of \$3,268.53 from the available balance of the Potential Quantity Increase (PQI) reserve.

Therefore, it is hereby requested that the Town Board authorize, by resolution, the above-described Change Order No. 1 for a total net increase in the amount of \$3,268.53 relative to the Construction Phase of Contract No. DPW15-124.

  
RICHARD W. LENZ, P.E.

COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY



  
RWL/JCT/MR/BK/nm  
Attachments

cc: Joseph Nocella, Town Attorney (w/9 copies)  
Steven C. Ballas, Comptroller  
Colin Bell, Deputy Commissioner/IGA  
Kathy Stefanich, Administration/DPW  
DPW15-124 Change Order 1 3268

Cashin Associates, P.C.

Engineering • Planning • Construction Management  
Hauppauge, NY • Miami, FL

1200 Veterans Memorial Highway  
Hauppauge, New York 11788

Phone: (631) 348-7600 • Fax: (631) 348-7601  
www.cashinassociates.com

LETTER OF  
TRANSMITTAL

TO: Brian Kunzig Department of Public Works Division of Engineering 150 Miller Place Syosset, NY 11791	DATE: August 21, 2019
	PROJECT: PERMANENT GENERATORS FOR CRITICAL FACILITIES MASSAPEQUA & MASSAPEQUA PARK CONTRACT NO. DPW15-124
	RE: Sign Change Order No. 1 (Revision 1)

WE ARE SENDING YOU VIA: EMAIL & Hand Delivery

<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Prints	<input type="checkbox"/> Plans	<input type="checkbox"/> Documents	<input type="checkbox"/> Specifications
<input type="checkbox"/> Submittals	<input checked="" type="checkbox"/> Change Order	<input type="checkbox"/> Report	<input type="checkbox"/> Samples	<input type="checkbox"/> Other

COPIES	NUMBER	DATE	DESCRIPTION
10	-	-	Change Order No.1 with Original Signatures – Hinck & CA

THESE ARE TRANSMITTED AS CHECKED BELOW:

<input type="checkbox"/> For Your Use	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> For Review and Comment	<input type="checkbox"/> Revise and Resubmit	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> For Approval	<input type="checkbox"/> For Execution	<input type="checkbox"/> Not Approved

MESSAGE:

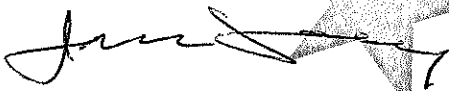
Brian:

As requested attached are 10 originals of signed Change Order No.1 for the above referenced project.

Please feel free to contact me if you have any questions, or require any additional information.

Thanks, Jim.

COPY TO:
j:\town of oyster bay\15034.100 permanent generators for critical facilities\correspondence\trans kunzig 2019-08-21 he original signed co.doc

SIGNED:

James Feeney, PE

If enclosures are not as noted, kindly notify Cashin Associates, P.C. at once.



June 4, 2019

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

Attn: Matt Russo, PE

Via US MAIL & Email

Re: Change Order Request No. 1  
Permanent Generators at Critical Facilities  
Massapequa & Massapequa Park  
Contract No. DPW15-124

Dear Commissioner Lenz:

Submitted, herewith, is Change Order No. 1 for the above referenced project. Cashin Associates, P.C. has reviewed the price data provided by the Contractor, Hinck Electrical Contractor, Inc., for all items of work, and has found no irregularities. This change order is required due to the additional work that has been requested of the Contractor, or credits from the Contractor as a result of material substitutions. The following is a breakdown of the items:

- Item 1: Credit due the Town as a result of providing a 70 dba generator sound attenuating enclosure, in lieu of 64 dba enclosure, at the Burns Park location. This is a credit change order for materials only. CA confirmed material cost. Total Item 1 Cost: - \$13,500.00 (credit).
- Item 2: Removal of excessive concrete structures at Town Hall South. This additional work was required due to unforeseen obstructions discovered during construction activities associated with the installation of underground electrical feeders. Time and lump sum estimates were submitted. CA confirmed hours, materials, etc. with our onsite inspector and that the cost was fair and reasonable. Total Item 2 Cost: \$14,828.10.
- Item 3: Relocation of electrical meter and main disconnect at Brady Park. This work was required to address utility clearance requirements raised during construction. Time and lump sum estimates were submitted. We confirmed hours, materials, etc. with our onsite inspector and that the cost was fair and reasonable. Total Item 3 Cost: \$1,660.36.
- Item 4: Relocation of the generator connection cabinet at Brady Park. This work was performed to address concerns regarding the impact of new equipment locations on pedestrian and vehicular traffic safety at the site. CA confirmed time, materials, etc. with our onsite inspector and that the cost was fair and reasonable. Total Item 4 Cost: \$5,693.64.

- Item 5: Credit due Town for Electrical room work that was omitted from the scope of work during construction. CA confirmed anticipated hours, materials, etc. for work not performed and that the proposed lump sum credit was fair and reasonable. Total Item 5 Cost: -\$11,765.00 (credit).
- Item 6: Additional cost for the work associated with required electrical modifications at the Fire Department (FD) Maintenance Facility. This was unforeseen work which was required for proper equipment operation in accordance specific FD requirements. CA confirmed time, materials, etc. with our onsite inspector and that the cost was fair and reasonable. Total Item 6 Cost: \$3,119.87.
- Item 7: Additional cost for the work associated with required electrical modifications at the Brady Park Facility. This was unforeseen work which was required for proper equipment operation. CA confirmed time, materials, etc. with our onsite inspector and that the cost was fair and reasonable. Total Item 7 Cost: \$3,231.56.

The sum of the costs and credits associated with Item 1-7 above results is a change order in the amount of of \$3,268.53. All prices have been negotiated with the contractor. It is our recommendation that Change Order No. 1 be accepted by the Town. We trust this information will be sufficient for your needs.

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

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



James Feeney, P.E.  
Vice President

TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS

PERMANENT GENERATORS AT CRITICAL FACILITIES  
MASSAPEQUA & MASSAPEQUA PARK

CONTRACT NO. DPW15-124

CHANGE ORDER NO. 1 [ Revision 1 ]

To: Hinck Electrical Contractor, Inc.  
75 Orville Drive  
Bohemia, NY 11716

From: Cashin Associates, PC  
1200 Veterans Memorial Highway  
Hauppauge, NY 11788

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**

Credit due the Town as a result of providing a 70 dba generator sound attenuating enclosure, in lieu of the originally specified 64 dba enclosure, at the Burns Park location.

**TOTAL OF ITEM 1: - \$13,500.00 (Credit)**

**ITEM 2**

Additional cost for the work necessary for the removal of excessive concrete structures at Town Hall South.

**TOTAL OF ITEM 2: \$14,828.10**

**ITEM 3**

Additional cost for the work associated with relocation of electrical meter and main disconnect at Brady Park.

**TOTAL OF ITEM 3: \$1,660.36**

**ITEM 4**

Additional cost for the work associated with relocation of the generator connection cabinet at Brady Park.

**TOTAL OF ITEM 4: \$5,693.64**

**ITEM 5**

Credit for Electrical room work that was omitted

**TOTAL OF ITEM 5: - \$11,765.00 (Credit)**

**ITEM 6**

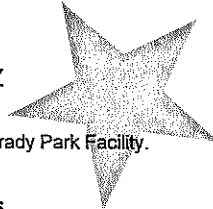
Additional cost for the work associated with required electrical modifications at the Fire Department Maintenance Facility.

**TOTAL OF ITEM 6: \$3,119.87**

**ITEM 7**

Additional cost for the work associated with required electrical modifications at the Brady Park Facility.

**TOTAL OF ITEM 7: \$3,231.56**



**TOTAL OF CHANGE ORDER NO. 1: \$ 3,268.53**

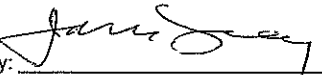
The original Contract sum was:	\$ 1,347,950.00
Net Change by previously authorized Change Orders:	\$ 0.00
Total Contract sum prior to this Change Order:	\$ 1,347,950.00
CHANGE ORDER NO. 1:	\$ 3,268.53
New Contract sum including CHANGE ORDER NO.1:	\$ 1,351,218.53

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

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

\_\_\_\_\_  
Joseph S. Saladino  
Town Supervisor

Recommended by:  
Cashin Associates, PC

by:   
Title: Vice President

The above Change Order is hereby accepted:  
Hinck Electrical Contractor, Inc.

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

WHEREAS, by Resolution No. 856-2017, adopted on December 12, 2017, the Town Board authorized the Department of Public Works to enter into an agreement with Gayron deBruin Land Surveying and Engineering, P.C., to provide engineering services in connection with Contract No. PWC14-18, On-Call Engineering Services Relative to Surveying, for a two (2) year period, from January 1, 2018 through December 31, 2019; and

WHEREAS, Michael Lewis, LS, Project Manager, Gayron deBruin Land Surveying and Engineering, P.C., by letter dated July 8, 2019, described the scope of work to be performed under Contract No. PWC14-18, which includes surveying the path for an existing 16" water main easement and a proposed 6" water main easement at Ellsworth W. Allen Park for an amount not to exceed \$12,300.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated August 29, 2019, requested Town Board authorization for Gayron deBruin Land Surveying and Engineering, P.C., to provide the aforesaid engineering services under Contract No. PWC14-18, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$12,300.00 for this purpose; and

WHEREAS, funds in the amount of \$12,300.00 to satisfy said engineering costs are available in Account No. PKS H 7197 20000 000 1502 001,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and Gayron deBruin Land Surveying and Engineering, P.C., is hereby authorized to provide the aforementioned services in connection with Contract No. PWC14-18, On-Call Engineering Services Relative to Surveying, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$12,300.00, with funds to be drawn from Account No. PKS H 7197 20000 000 1502 001 for the hereinabove set forth project, and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment for same upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account PKS H 7197 20000 000 1502 001.

#

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

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

Reviewed By  
Office of Town Attorney

24

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

August 29, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO SURVEYING  
CONTRACT NO. PWC014-18  
ACCOUNT NO.: PKS H 7197 20000 000 1502 001  
PROJECT ID. 1502PKSA-13

---

The consultant, Gayron DeBruin Land Surveying and Engineering, P.C., has been approved by the Commissioner of Public Works to provide surveying services under On-Call Contract No. PWC14-18 by Resolution No. 856-2017 for the subject project.

Attached is a letter dated July 8, 2019 from Gayron DeBruin Land Surveying and Engineering, P.C., regarding the scope of work performed in an amount not to exceed \$12,300.00. Services performed include survey the path for an existing 16" water main easement and a proposed 6" water main easement at Ellsworth W. Allen Park.

Attached is an availability of funds in the amount of \$12,300.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. PKS H7197- 20000 000 1502 001.

It is hereby requested that the Town Board authorize, by Resolution, Gayron DeBruin Land Surveying and Engineering, P.C., under Contract No. PWC14-18, On-Call Surveying Services and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

 RWL/CT/MR/DJH/nm

Attachment

cc: Office of the Town Attorney (w/9 copies)  
Steven Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Parks  
Kathy Stefanich, Administrative Division/DPW

PWC014-18 DOCKET GAYRON DEBRUIN ALLEN PARK WATER MAIN EASEMENT





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



Requesting Division/Department

Parks

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

Contract Number PWC 14-18

Contract Period January 1, 2018 through December 31, 2019

Consultant/Contractor Gayron de Bruin, Land Surveying & Engineering, PC

Discipline Survey

Total Authorization \$ 12,300.00

Resolution No. 856-2017 Date 12/12/2017

Funded To Date \$ 0

Amount Requested \$12,300.00

Account To Be Used PKS-H-7197-20000-000-1502-001 1502PKSA-13

If Capital Account, State The Related Contract Number: \_\_\_\_\_

Description Of Work

If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.

Funds are required for services to survey the path for an existing 16" water main easement

and a proposed 6" water main easement at Ellsworth W. Allen Park

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

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$ \_\_\_\_\_

Requesting Division/Department

Signature [Signature]

Title Commissioner Parks Department

Date 8/26/19

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 8/26/19

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 12,300.00

Unencumbered Balance 13,136.86

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

Yes ☒ No ☐

Signature [Signature]

Date 8/29/19



# TOWN OF OYSTER BAY

## WORK ORDER



*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2018

Contract No. PWC 14-18

Contract End 12/31/2019

Commencement Date \_\_\_\_\_

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

Vendor Name and Address

Gayron de Bruin, Land Surveying & Engineering, PC

88 Duryea Road

Melville, New York 11747

Requesting Town Department Parks

Contact Daniel J. Haas Phone 677-5883

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

Funds are required for services to survey the path for an existing 16" water main easement and a

proposed 6" water main easement at Ellsworth W. Park

**This work order shall not exceed \$ \$12,300.00**

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

**Requesting Division/Department**

**Department Of Public Works Approval**

**Only To Be Executed By The Commissioner**

Signature [Signature]

Signature [Signature]

Title Commissioner Parks Department

Commissioner of Public Works

Date 8/26/19

Date 8/26/19

# Gayron de Bruin

Land Surveying and Engineering, PC

88 Duryea Road | Melville, NY 11747 | 516.579.3111  
12 N Main Street | Honeoye Falls, NY 14472 | 585.484.8100  
gayrondebruin.com

July 8, 2019

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

RE: Allen Park Water Main Easement  
Attn: Daniel Haas

Dear Mr. Haas:

We are pleased to offer this proposal to survey the path of two existing water mains at Allen Town Park in Farmingdale and create a written description for a proposed easement for these mains.

**Scope of Work**

- 1. The South Farmingdale Water District will mark out the existing 16" water main and 6" water main.
- 2. Gayron de Bruin (GdB) will locate the utility markout paint as well as surface hardware and physical features on either side of the mains. We will survey a 50' wide swath centered on the existing mains.
- 3. GdB will create an updated map showing the mains and features for reference. A written description of the easement's metes and bounds will be created from this map.
- 4. Deliverable will be a signed and sealed map along with the written legal description.

**Clarifications and Assumptions**

- 1. No prevailing wages will be paid for this work.
- 2. No physical demarcation of the easement or any boundary line will be done under this proposal.

**Lump Sum Fees**

Gayron de Bruin will perform the above described work for a lump sum fee of: **\$12,300**

We appreciate this opportunity.

Sincerely,

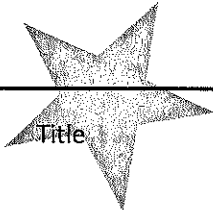


Michael Lewis, LS  
Project Manager

By signing below, the client is agreeing to the terms set forth in this proposal and authorizing a notice to proceed with the work.

Agreed and Accepted:

Signature



Printed Name

Date

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated December 4, 2017, advised that on September 27, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to Surveying, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC14-18, for a two (2) year term contract commencing January 1, 2018 through December 31, 2019; and

WHEREAS, in response to that Request for Proposals, six (6) responses were timely received by the Department of Public Works; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected Gayron, deBruin Land Surveying Engineering, P.C., Holzmacher, McLendon & Murrell, P.C., Hirani Engineering & Land Surveyor, PLLC, O'Connor-Petito, LLP and Nelson & Pope Engineers & Land Surveyor, PLLC. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with Gayron deBruin Land Surveying Engineering, P.C., Holzmacher, McLendon & Murrell, P.C., Hirani Engineering & Land Surveyor, PLLC, O'Connor-Petito, LLP and Nelson & Pope Engineers & Land Surveyor, PLLC., to provide Engineering Services relative to Surveying, in accordance with the specifications contained in Contract No. PWC14-18, for a two (2) year term, commencing on January 1, 2018 through December 31, 2019.

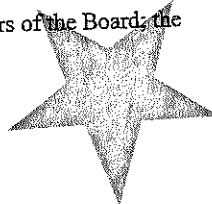
NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC14-18 with Gayron deBruin Land Surveying Engineering, P.C., Holzmacher, McLendon & Murrell, P.C., Hirani Engineering & Land Surveyor, PLLC, O'Connor-Petito, LLP and Nelson & Pope Engineers & Land Surveyor, PLLC., in accordance with the provisions thereunder, for a two (2) year term commencing on January 1, 2018 through December 31, 2019.

—#—

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

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

cc: Supervisor (2)  
Town Attorney  
Comptroller  
Public Works



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated August 29, 2019, advised that the design for Contract No. DP19-201, Town of Oyster Bay Golf Course Storage Building, has been completed; and

WHEREAS, Commissioner Lenz by memorandum also advised that he approved the plans and specifications submitted, with an estimated construction time for completion of one hundred and twenty (120) days, and recommended that the Department of General Services, Division of Purchasing, contact Sunita Chakraborti, Project Manager, to proceed with setting a date for receiving bids for said Contract; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and that the Department of General Services, Division of Purchasing, is hereby authorized and directed to contact the Division of Engineering and set a date for receiving bids for Contract No. DP19-201.

#

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

25

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

August 29, 2019

TO: MEMORANDUM DOCKET

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


SUBJECT: PERMISSION TO BID  
TOB GOLF COURSE STORAGE BUILDING  
CONTRACT NO. DP19-201

---

Town Board Resolution No. 854-2017 authorized John A. Grillo Architect, P.C. to perform engineering services relative to the above-mentioned contract.

The design has been completed, and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 120 days.

It is hereby requested that the Town Board authorize by Resolution No. 854-2017 that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract. They are requested to contact Sunita Chakraborti, Project Manager, at extension 5725 to establish a bid date.

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



  
RWL/JCT/MR/SC/lk

Attachment

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

DP19-201 - TOB Golf Course\_permission to bid

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

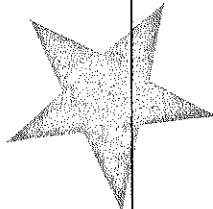
WHEREAS, in response to that Request for Proposals, fifteen (15) responses were timely received by the Department of Public Works, Division of Engineering; and

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

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

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

#



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

	Supervisor Saladino	Aye
	Councilman Muscarella	Aye
	Councilman Macagnone	Aye
	Councilwoman Alesia	Absent
	Councilwoman Johnson	Aye
	Councilman Imbroto	Absent
	Councilman Hand	Aye
cc:	Supervisor	
	Town Attorney	
	Comptroller (2)	
	Public Works	

Meeting of September 17, 2019

Resolution No. 560-2019

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

WHEREAS, Michael Cipriani, Assistant Superintendent for Finance & Operations of the Oyster Bay-East Norwich Central School District ("School District"), by letter dated August 14, 2019, requested to enter into an Inter Municipal Agreement with the Town, allowing the School District permission to fuel the School District's vehicles at the Town of Oyster Bay's refueling stations; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 29, 2019, recommended and requested that the Town enter into an agreement with the Oyster Bay East Norwich Central School District for the period October 1, 2019 through and including July 31, 2029, in order to permit the School District to purchase fuel for their vehicles at the Town's various fueling facilities,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor or his designee is hereby authorized to enter into an agreement with the Oyster Bay-East Norwich Central School District from October 1, 2019 through and including July 31, 2029, allowing said District to purchase fuel for its vehicles at the Town of Oyster Bay's various refueling stations.

-#-

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



74

## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

August 29, 2019

TO : MEMORANDUM DOCKET

FROM : RICHARD W. LENZ, P.E., COMMISSIONER OF DPW/HIGHWAY

SUBJECT : OYSTER BAY-EAST NORWICH CENTRAL SCHOOL DISTRICT  
INTER-MUNICIPAL FUEL AGREEMENT

Attached, please find a letter dated August 14, 2019 from Michael Cipriani, Assistant Superintendent for Finance & Operations for the Oyster Bay-East Norwich Central School District, requesting to enter into the attached inter-municipal fuel agreement with the Town of Oyster Bay. This agreement would allow them to purchase gasoline for the district at the Town's various fueling facilities for the period October 1, 2019– July 31, 2029.

After careful review and consideration, it is recommended that the Town proceed with this agreement, as it should not have an adverse effect on our fuel supply, and be to the benefit of the District's residents, who are also residents of the Town.

Therefore, Town Board approval is requested.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER OF DPW/HIGHWAYS

RWL/sb

Att.

C: Town Attorney (Original+ 9 copies)  
Joseph S. Saladino, Town Supervisor  
Steven C. Ballas, Comptroller  
Richard Reiner, Automotive Shop Supervisor I

*Oyster Bay - East Norwich Central School District*

*1 McCouns Lane*

*Oyster Bay, NY 11771*

516-624-6510

Fax 516-624-6520

Business Office  
Michael Cipriani  
Assistant Superintendent for Finance & Operations

Ryan Butler  
Assistant Business Official

August 14, 2019

Mr. Joseph Saladino  
Supervisor Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, NY 11771

Dear Mr. Saladino:

The Oyster Bay-East Norwich Central School District is requesting to participate in the Inter Municipal Agreement for the purchase of gasoline for the District's trucks and equipment for the 2019-2020 school year.

Your consideration would be greatly appreciated.

Sincerely,



Michael Cipriani  
Assistant Superintendent for Finance & Operations

MC:ljn



**AGREEMENT**

Dated: , 2019

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

OYSTER BAY –EAST NORWICH CENTRAL SCHOOL DISTRICT, with a principal place of business at 1 McCouns lane, Oyster Bay, New York, 11771, hereinafter referred to as the "DISTRICT".

**WITNESSETH:**

WHEREAS, the DISTRICT has requested permission to fuel its vehicles at the Town's fueling facilities located at the Department of Public Works at 150 Miller Place, Syosset, 11791; Town of Oyster Bay Highway Yard at Lake Avenue, Oyster Bay, 11771; Town of Oyster Bay Highway Yard at Carman Mill Road, Massapequa, 11758; Department of Parks, 977 Hicksville Road, Massapequa, 11758; the Hon. Joseph Colby Town of Oyster Bay Golf Course, Southwoods Road and Jericho Turnpike, Syosset, 11791; and the Old Bethpage SWD Complex, 101 Bethpage-Sweet Hollow Road, Old Bethpage, 11804, collectively, the "FACILITIES"; and

WHEREAS, this Town Board determined that granting said request would be in the best interest of the TOWN,

NOW, THEREFORE IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The DISTRICT shall have access to TOWN fueling pumps located at the FACILITIES during normal business hours or as otherwise agreed upon by representatives of the DISTRICT and TOWN.

2. The DISTRICT will be responsible for all hardware and software updates to program the DISTRICT's vehicles to be compatible with the TOWN's technology infrastructure and to create a separate billing account.

3. The TOWN will tally the monthly fuel usage by DISTRICT vehicles at the FACILITIES, and submit an invoice to the DISTRICT for total gallons used and total cost. Cost shall be computed utilizing the same price per gallon paid by the TOWN. Billing is to be done by the TOWN's Office of the Comptroller on a monthly basis.

4. There shall be a four percent (4%) surcharge imposed by the TOWN, in addition to the cost of fuel used by the DISTRICT. Said surcharge represents the TOWN's cost of maintaining and administering the fueling system.

5. The DISTRICT shall be responsible for any and all damage to the FACILITIES, including the fueling pumps caused by the DISTRICT, such as "drive aways" at the pumps, etc..

6. The DISTRICT agrees to procure and maintain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this Agreement, a policy of comprehensive general liability insurance on which the DISTRICT and the TOWN are each named insured, with a policy or policies providing \$1,000,000.00 per occurrence/ \$2,000,000.00 in the aggregate.

7. The DISTRICT agrees to defend and indemnify the TOWN against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the TOWN.

8. This agreement may be terminated as follows:

- a. By either party upon thirty (30) days' written notice to the other party; or
- b. By the TOWN if the TOWN no longer operates or maintains fueling facilities.

The Town shall not be liable for any damages flowing from the termination of this Agreement as provided herein.

9. In the event that the TOWN through no fault of its own, is unable to provide all or any fuel requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

10. All notices required under this Agreement shall be sent by certified mail, return receipt requested to the TOWNS's Office of the Town Attorney or DISTRICT, as appropriate.

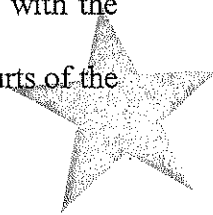
11. Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the

other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

12. This Agreement shall commence on October 1, 2019, and shall terminate July 31, 2029, unless otherwise terminated pursuant to the terms of this Agreement.

13. The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.

14. This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.



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IN WITNESS WHEREOF, the parties hereto have caused these agreements to be executed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

TOWN OF OYSTER BAY

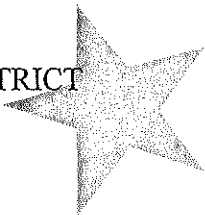
BY:\_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Office of the Town Attorney

OYSTER BAY–EAST NORWICH CENTRAL SCHOOL DISTRICT

BY:\_\_\_\_\_



STATE OF NEW YORK )  
 ) ss  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that by virtue of the authority conferred on him by law, he subscribed his name to the foregoing instrument and that he executed the same for the purpose therein mentioned.

Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/ is the \_\_\_\_\_ of the OYSTER BAY –EAST NORWICH CENTRAL SCHOOL DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that by virtue of the authority conferred on him/her by law, he/she subscribed his/her name to the foregoing instrument and that he/she executed the same for the purpose therein mentioned.

Notary Public



<b>CERTIFICATE OF LIABILITY INSURANCE</b>		08/26/2019
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
<b>PRODUCER</b> NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553	<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> Oyster Bay-East Norwich CSD 1 McCouns Lane Oyster Bay, NY 11771	INSURER A: NEW YORK SCHOOLS INSURANCE RECIPROCAL NAIC#: 34843	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THIS IS TO CERTIFY 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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SSPOYS001	07/01/2019	07/01/2020	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ UNLIMITED
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea. Accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ECLOYS001	07/01/2019	07/01/2020	EACH OCCURRENCE	\$ 10,000,000
					AGGREGATE	\$ UNLIMITED
						\$
						\$
	<b>SCHOOL BOARD LIABILITY</b> <input type="checkbox"/> <input type="checkbox"/>				CLAIM	\$
					AGGREGATE	\$
					DEDUCTIBLE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate holder and Town of Oyster Bay are named as Additional Insured as respects to the Inter-Municipal Agreement for the purchase of gasoline for District's trucks and equipment during the policy period.

<b>CERTIFICATE HOLDER</b>	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<b>CANCELLATION</b>
Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771  Town Supervisor Joseph Saladino		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE

Reviewed By  
Office of Town Attorney

*[Signature]*

*[Star Stamp]*  
*[Signature: Richard Zenden]*

Reviewed By  
Office of Town Attorney  
M.D.

WHEREAS, Charles Razenson, Committee Member, Bethpage Fire Department Engine Company 7, 225 Broadway, Bethpage, NY 11714, by letter dated July 3, 2019, requested the closure of Municipal Parking Field B-1, Bethpage, from Saturday, September 21, 2019 at 6:00 p.m. until Sunday, September 22, 2019 at 9:00 p.m., and the closure of Benkert Street and Washington Street, Bethpage, on Sunday, September 22, 2019 from 6:00 a.m. to 9:00 p.m., with a rain date of Sunday, September 29, 2019, the placement of temporary "No Parking" signs in Municipal Parking Field B-1 at the abovementioned dates and time, and the use of forty (40) complete barricades to be dropped off on Friday, September 20, 2019 and picked up on Monday, September 30, 2019, to the Bethpage Fire Department Engine Company 7, for the Fire Company's Annual Street Fair; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated August 12, 2019, advised that forty (40) complete barricades which will be delivered on Friday, September 20, 2019 and picked up on Monday, September 30, 2019, will not be otherwise required for use by the Town at that time, and that the Highway Department has no objection to providing same to the Bethpage Fire Department Engine Company 7 for their Annual Street Fair and has no objection to closing the parking fields and streets and the placement of signs as requested; 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 abovementioned requests are hereby approved, and the Highway Department is hereby authorized to close Municipal Parking Field B-1, Bethpage, from Saturday, September 21, 2019 at 6:00 p.m. until Sunday, September 22, 2019 at 9:00 p.m., and to close Benkert Street and Washington Street, Bethpage, on Sunday, September 22, 2019 from 6:00 a.m. to 9:00 p.m., with a rain date of Sunday, September 29, 2019, and to place temporary "No Parking" signs in Municipal Parking Field B-1 at the abovementioned dates and time, and to allow the use of forty (40) complete barricades, to be dropped off on Friday, September 20, 2019 and picked up on Monday, September 30, 2019, by the Bethpage Fire Department Engine Company 7, for the Fire Company's Annual Street Fair, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized 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 general liability insurance, in the amounts of \$1,000,000 each occurrence, and \$2,000,000 general aggregate, naming the Town of Oyster Bay and the County of Nassau as additional insureds, in connection with the aforementioned activity.

-#-

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

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

27

## TOWN OF OYSTER BAY

### Inter-Departmental Memo

August 12, 2019

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** BETHPAGE FIRE DEPARTMENT ENGINE COMPANY SEVEN  
ANNUAL STREET FAIR – SEPTEMBER 22<sup>ND</sup> 2019 (RAIN DATE SEPTEMBER 29<sup>TH</sup> 2019)

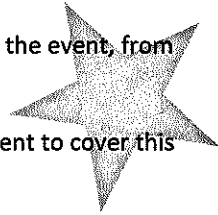
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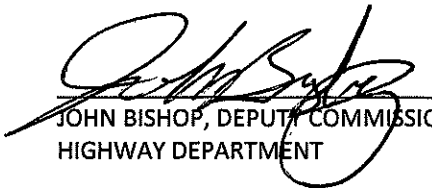
Enclosed please find a copy of the letter from Charles Razenson, Committee Member, requesting our assistance on behalf of the Bethpage Fire Department Engine Company Seven in hosting its annual Street Fair on Sunday, September 22<sup>nd</sup> 2019 with a rain date of Sunday, September 29, 2019. The fair is to be held on Benkert Street at Broadway to Stewart Avenue and Washington Street from Broadway. Municipal Parking Fields B-1 will be utilized for the fair.

The Highway Department has no objection to the closure of Benkert Street and Washington Street on Sunday, September 22, 2019 from 6:00 am until 9:00 pm for the street fair. In addition, Municipal Parking Fields B-1 located off Stewart Avenue in Bethpage are to be closed from Saturday, September 21<sup>st</sup> 2019 at 6:00 pm through Sunday, September 22, 2019 at 9:00 pm. The organization is requesting the posting of temporary 'No Parking' signs in the Parking Fields on the above mentioned dates and times. If the rain date of September 29, 2019 needs to be utilized, the same requests will apply.

Further, the Highway Department will be pleased to provide forty (40) complete barricades for the event, from September 20, 2019 through September 30, 2019, in the event the rain date is utilized.

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  
Doug Robalino, General Foreman 002  
Peter Brown, General Foreman 003  
Richard Lenz, P.E., Commissioner DPW  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Public Safety Department  
Grace SantaMaria, Highway Administration



516-250-3485 for any questions



# ENGINE 7 COMPANY

BETHPAGE FIRE DEPARTMENT

DUNN-HASSETT PLAZA

225 BROADWAY-BETHPAGE, NY 11714

516-933-6317

CAPTAIN VINCENT A. CICCOLELLA JR.

1<sup>ST</sup> LIEUTENANT VINCENT A. CICCOLELLA SR.

2<sup>ND</sup> LIEUTENANT STEVE CAMPAGNE

SECRETARY JAMES DUNN

TREASURER CATHY FAY

July 3, 2019  
Commissioner  
Highway Department  
150 Miller Place  
Syosset, NY 11791

We are going to ask to close parking lot B-1 in Bethpage on Sept 22nd from 6am to 9pm.  
We will need the Parking lot closed off at 6PM on sept 21st 2019 for set up  
Rain Date will be Sept 29th

We will need the following

Trash cans. (40)

Show Mobile

Wood barricades(40)

We will want these on September 20th and picked up on Monday the Sept 23rd

Clean up sweeper from town after Midnight Sept 22 as was done in the past

Trash collection will be handled in one stop in parking lot

Insurance paperwork will be forth coming

They will fax over any paperwork you request

Any questions please call my cell @ 516-250-3485

Can a larger sign be put up in Middle of Parking lot saying lot is closed on dates we need.

We are canceling the Aug 4<sup>th</sup> date

Thank you very much in this matter

Charles Razenson

Committee Member 516-250-3485 for any questions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/10/2019

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

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

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising PHONE (A/C No. Ext): 1-877-848-6404 FAX (A/C No): 1-260-459-5502 E-MAIL: Info@evanilinsurance-ld.com ADDRESS: PRODUCER CUSTOMER ID:
INSURED Bethpage Fire Dept. Engine Co. Seven 225 Broadway Bethpage, NY 11714 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company NAIC # 23787 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 2000428439

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG000006938300	09/21/19 12:01 AM	09/24/19 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Not provided while in Hawaii						
	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/EMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT PRIMARY MEDICAL EXCESS MEDICAL
	MEDICAL PAYMENTS FOR PARTICIPANTS						

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

Event Name: Bethpage Street Fair; Event Date: 09/21/2019 to 09/23/2019; # of attendees: 2000

Event Location: Broadway (near Powell Ave), Bethpage, New York 11714

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

\*\*\*This certificate voids and replaces certificate # WD1469344\*\*\*

## CERTIFICATE HOLDER

Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, NY 11771  
Owner/Manager/Lessor of Premises

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Scott Puchner*

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Reviewed By  
Office of Town Attorney

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.  
ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

Named Insured: Bethpage Fire Dept. Engine Co. Seven  
CP# 5494

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

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

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

However:

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

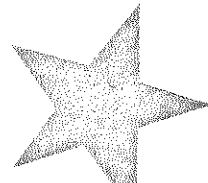
**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

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

whichever is less.

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



Reviewed By  
Office of Town Attorney

*[Handwritten signature]*

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

This Agreement is made this 19 day of August 2019, by Bethpage Fire Dept Engine 7 (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Lot 6-1, 40 Bernadles

for the event described as Street Fair

The property/equipment is needed from: September 20th 2019 to September 23rd 2019

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

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

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

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

Name of Organization

BETHPAGE FIRE DEPT. ENGINE 7

Address of Organization

725 BROADWAY  
BETHPAGE NY 11714

By: [Signature]

Authorized Representative

Title: LT.

Telephone Number: 631-747-6572

Reviewed By  
Office of Town Attorney

[Signature]

DATE: 8/12/19  
TO: HIGHWAY OPERATIONS  
SUBJECT: Bethpage Engine 7 Street Fair

PLEASE DELIVER TO: DATE OF EVENT: 9/22/19 R/D 9/29/19  
Parking Lot B-1 BARRICADES: 40  
Bethpage

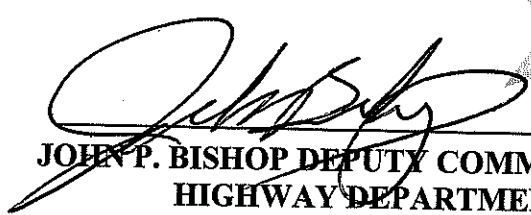
CONTACT: Charles Razenson  
516-250-3485  
SORT PAILS:  
PORTABLE LIGHTS:  
GENERATOR:  
PACKER:

DELIVER ON: 9/20/19  
PICKUP ON: 9/23/19

SWEEPING BEFORE AFFAIR IS NEEDED: XX after event  
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  
Dan Kornfeld  
Ray Sweirkowski, Area Foreman 023

Public Safety Division  
Jeff VanNostrand



WHEREAS, Len Margolis, President, Locust Valley Chamber of Commerce, by letter dated August 13, 2019, requested the use of Parking Field LV-2 near Forest Avenue and Elm Street and Parking Field LV-1, Locust Valley, on October 19, 2019, from 11:00 a.m. until 4:00 p.m., and the use of twelve (12) complete barricades, for the Chamber's 14<sup>th</sup> Annual Harvest Festival; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated August 22, 2019, advised that the Highway Department has no objection to the Locust Valley Chamber of Commerce closing off and using Municipal Parking Fields LV-1 and LV-2, Locust Valley on Saturday, October 19, 2019, from 11:00 a.m. to 4:00 p.m. for their 14<sup>th</sup> Annual Harvest Festival, and has advised that the Highway Department is able to provide twelve (12) complete barricades for the event from Friday, October 18, 2019 through Monday, October 21, 2019; and

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

NOW, THEREFORE BE IT RESOLVED, that the request as hereinabove set forth is hereby approved, and the Highway Department is authorized to close off Municipal Parking Fields LV-1 and LV-2 in Locust Valley on Saturday, October 19, 2019 from 11:00 a.m. to 4:00 p.m. for the Locust Valley Chamber of Commerce's 14<sup>th</sup> Annual Harvest Festival, as well as provide twelve (12) complete barricades, to be delivered on Friday, October 18, 2019 and picked up on Monday, October 21, 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 Deputy Commissioner of the Highway Department, or his duly designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid 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 \$2,000,000 general aggregate, naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity; and
4. The said organization must, prior to the event, satisfactorily document the consent of Nassau County for the above referenced closure of the Island on Birch Hill Road, a County road.

#

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

#28

562

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 22, 2019

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** LOCUST VALLEY CHAMBER OF COMMERCE  
14<sup>th</sup> ANNUAL HARVEST FESTIVAL  
OCTOBER 19<sup>th</sup>, 2019

---

Enclosed please find a copy of the letter from Len Margolis, President, requesting our assistance on behalf of the Locust Valley Chamber of Commerce in conducting their 14<sup>th</sup> annual Harvest Festival on Saturday, October 19th, 2019.

The Highway Department has no objection to the Locust Valley Chamber of Commerce using Lot LV-2 near the Railroad Crossing (between Forest Ave and Elm St), and Lot LV-1 in Locust Valley, on Saturday, October 19<sup>th</sup>, 2019, from 11:00 am until 4:00 pm for their annual Harvest Festival.

In addition, the Highway Department will be pleased to provide twelve (12) complete barricades for the event, from October 18<sup>th</sup>, 2019 through October 21<sup>st</sup>, 2019.

Also attached are the 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  
Peter Brown, General Foreman  
Doug Robalino, General Foreman  
Justin McCaffrey, Commissioner, Public Safety Department  
Grace SantaMaria, Highway Administration



---

**Locust Valley Chamber of Commerce**

P.O. Box 178  
Locust Valley, New York 11560  
[www.locustvalleychamber.com](http://www.locustvalleychamber.com)

August 13<sup>th</sup>, 2019

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

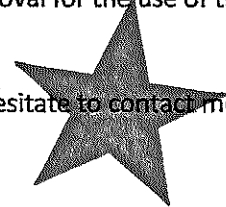
Dear Mr. Lenz,

The Locust Valley Chamber of Commerce (LVCC) will be holding its 14<sup>th</sup> annual Harvest Festival, on Saturday, October 19<sup>th</sup>, 2019, from 11:00 am until 4:00 pm. We are hoping that this will help bring potential customers to the area to promote commerce in the area for this event.

We would like to request the use of 12 barricades to close off the parking area near the Railroad Crossing (between Forest Ave & Elm Street) and parking field LV-1.

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

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



Thank you for your cooperation in this matter.

Yours Truly,

Len Margolis, President

**DATE:** 8/22/19

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** Locust Valley Chamber of Commerce 14<sup>th</sup> Annual Harvest Festival NEW DATE

**PLEASE DELIVER TO:**

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

Locust Valley  
LV-1

**BARRICADES:** 12

**CONTACT:** Len Margolis  
516-759-1133

**CONES:**

**SHORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** 10/18/19

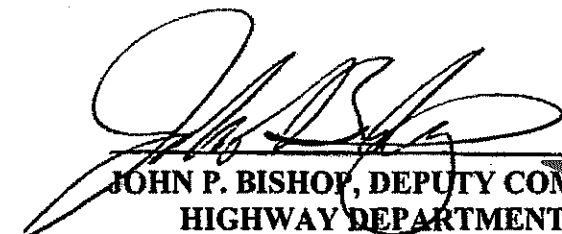
**PICKUP:** 10/21/19

**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  
Scott Dade, Area Foreman 011  
Jeff VanNostrand  
Public Safety Division

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

This Agreement is made this 13 day of Sept 20 19 by Locust Valley Chamber of Commerce (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Parking Area Between Forest Ave + Elm St on B. side Hill Road. Need 12 Barricades

for the event described as Harvest Festival Oct 19th

The property/equipment is needed from Oct 18 to Oct 21

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

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

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

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

Name of Organization

Locust Valley Chamber of Commerce

Address of Organization

P.O. Box 178

By: [Signature]

Authorized Representative

Title: Pres.

Telephone Number: 516-753-1133

(Q) 516-642-2436

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

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

Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

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

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

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

However:

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

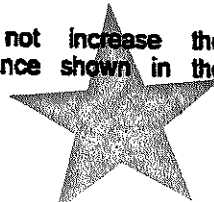
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

whichever is less.

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





LOCUS-4

OP ID: MC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/13/2019

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


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

PRODUCER BADGE AGENCY, INC. 1000 Woodbury Rd, Suite 207 Woodbury, NY 11797 REARDON RAPLEE LINDNER	516-676-0070	CONTACT NAME REARDON RAPLEE LINDNER PHONE (A/C, No, Ext): 516-676-0070 FAX (A/C, No): 516-676-0258 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: MT. VERNON INSURANCE CO. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Locust Valley Chamber of Commerce P O Box 178 Locust Valley, NY 11560		NAIC #

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	NBP2552681A	05/04/2019	05/04/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

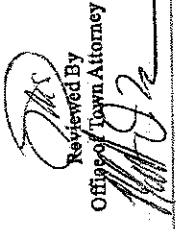
Certificate Holder is additional insured.  
Harvest Festival - 14th Annual - Oct 19, 2019

CERTIFICATE HOLDER	CANCELLATION
TOBHWDY  TOWN OYSTER BAY 150 MILLER PLACE SYOSSET, NY 11791	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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Reviewed By  
Office of Town Attorney  


WHEREAS, Tony Ventiera, Past President for the Feast and Festival Committee, Columbus Lodge #2143, Order Sons of Italy in America, 2143 Boundary Avenue, South Farmingdale, NY 11735, by letter dated January 9, 2019, requested the closure of North Broadway, North Massapequa between the blocks of North Beech Street and North Nassau Street from 6:00 a.m. until 8:00 p.m. on Sunday, September 29, 2019, with a rain date of October 6, 2019, and the use of sixty (60) complete barricades, two (2) highway packers and a street sweeper, provided the sweeper and packers are maintained by volunteers within the Highway Department, as well as a waiver of Town Ordinance 82-3 pertaining to the consumption of alcoholic beverages in public for the 24<sup>th</sup> Annual Columbus Lodge Italian Feast and Festival; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated August 23, 2019, advised that sixty (60) complete barricades, two (2) highway packers and a street sweeper, will not be otherwise required for use by the Town at that time, and that the Highway Department has no objection to closing the portion of North Broadway, N. Massapequa as requested; 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 abovementioned requests are hereby approved, and the Highway Department is hereby authorized to close North Broadway, North Massapequa between the blocks of North Beech Street and North Nassau Street from 6:00 a.m. until 8:00 p.m. on Sunday, September 29, 2019, with a rain date of October 6, 2019, and to place temporary "No Parking" signs in Municipal Parking Field B-1 at the abovementioned dates and time, and to allow the use of sixty (60) complete barricades, two (2) highway packers and a street sweeper, as well as the waiver of Town Ordinance 82-3 pertaining to the consumption of alcoholic beverages in public for the 24<sup>th</sup> Annual Columbus Lodge Italian Feast and Festival, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized 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 general liability insurance, in the amounts of \$1,000,000 each occurrence, and \$2,000,000 general aggregate, naming the Town of Oyster Bay and



the County of Nassau as additional insureds, in connection with the aforementioned activity.

-#-

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

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

29

## TOWN OF OYSTER BAY

### Inter-Departmental Memo

August 23, 2019

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** COLUMBUS LODGE #2143, ORDER SONS OF ITALY IN AMERICA  
24<sup>TH</sup> ANNUAL COLUMBUS LODGE ITALIAN FEAST AND FESTIVAL  
SEPTEMBER 29, 2019 – RAIN DATE – OCTOBER 6, 2019

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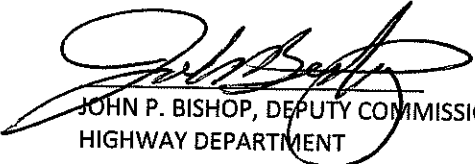
Enclosed please find a copy of the letter from Tony Ventiera, Past President for the Feast & Festival Committee, requesting our assistance on behalf of the Columbus Lodge #2143, Order Sons of Italy in America in conducting their 24<sup>th</sup> Annual Columbus Lodge Italian Feast and Festival on North Broadway between the blocks of North Beech Street and North Nassau Street in North Massapequa. The festival will be held on Sunday, September 29, 2019 from 11:00 am until 6:00 pm, with a rain date of October 6, 2019.

The Highway Department has no objection to the closing of North Broadway in North Massapequa between the blocks of North Beech Street and North Nassau Street, from 6:00 am until 8:00 pm on Sunday, September 29, 2019.

Further, the Highway Department can readily supply sixty (60) complete barricades, two (2) highway packers, and a street sweeper. As during past events, we will provide the sweeper and highway packers only if manned by volunteers from within the highway department.

The Columbus Lodge #2143 has requested a waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3) of the Town of Oyster Bay for their 24<sup>th</sup> Annual Columbus Lodge Italian Feast and Festival on September 29, 2019 and the rain date of October 6, 2019.

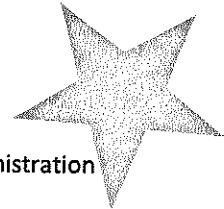
Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this event. Therefore, Town Board approval is requested.

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kaz  
Attachments

CC: Town Attorney (9) copies  
Richard Lenz, P.E., Commissioner DPW  
Peter Brown, General Foreman 003  
Doug Robalino, General Foreman 002  
Steve Kelly, Sign Bureau

Grace SantaMaria, Highway Administration  
Parks Department  
Justin McCaffrey, Comm, Dept. of Public Safety



*Mail File  
1/10/19**Rm 2***Columbus Lodge #2143****Order Sons of Italy in America**

2143 Boundary Avenue, South Farmingdale, NY 11735 ♦ (516) 293- 8545

RECEIVED BY HIGHWAY DEPT  
JAN 10 19 AM 9:01  
DEPUTY COMM/HIGHWAY

January 9, 2019

**VIA FACSIMILE**

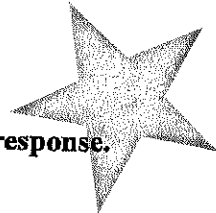
Supervisor Joseph S Saladino  
Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, N.Y. 11771-1592

Dear Supervisor Saladino: *Bro. Joe*

On behalf of Columbus Lodge #2143, Order Sons of Italy in America, we are requesting permission to host the Twenty-fourth Annual Columbus Lodge Italian Feast and Festival. As in the past, it will be held on North Broadway, North Massapequa between the blocks, N. Beech and N. Nassau Streets. We are targeting the date and time to be Sunday, September 29, 2019 from 11:00 AM to 6:00 PM. The rain date would be Sunday, October 6, 2019. As always, **Opening Ceremonies are at 1:00 PM.**

In conjunction with the Feast and Festival, we are requesting the following:

- Road closure between N. Elm and N. Nassau Streets from approximately 6:00 AM to 8:00 PM.
- Permission to hang decorative ornaments.
- Permission to hang one banner across N. Broadway
- Two show mobiles (locations to be discussed)
- 65 Sort recyclable pails
- One CVM truck with necessary tools
- One gator for sanitation pick up
- 70 barricades.(approx)
- Two sanitation packers.
- The service of street sweepers
- 150 chairs to be placed at main show mobile
- Open Container law waived for the day. **Please include this in your response.**
- Two Honda portable generators
- At least six hand held radios to be used by Columbus Lodge workers





## ***Columbus Lodge #2143***

**Order Sons of Italy in America**

2143 Boundary Avenue, South Farmingdale, NY 11735 ♦ (516) 293- 8545

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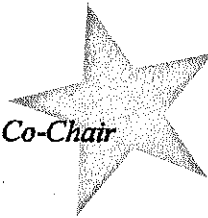
**Columbus Lodge Feast and Festival 2019**  
**January 9, 2019**

Thank you in advance for your assistance in this matter and if you there are any questions, please contact me on my cell at (516) 851-8531.

Sincerely,

Tony Ventiera, Past President  
For the Feast and Festival Committee

*CC: Commissioner Joseph Pinto*  
*Commissioner John Bishop*  
*Commissioner Justin Mc Caffrey*  
*Deputy Commissioner Frank Gatto*  
*Lodge President, Fred Bellise*  
*Lodge Treasurer, William Murphy, Feast Co-Chair*





ORDER-1

OP ID: MV

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

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 NGL Group LLC 112 Merrick Road Lynbrook, NY 11563 Vincent R. Ventiera	516-599-1100	CONTACT NAME Vincent R. Ventiera	PHONE (A/C, No, Ext): 516-599-1100	FAX (A/C, No): 516-599-2968
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: US Liability Insurance Co.		25895
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CL1948560	09/28/2019	09/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOPP AGG \$ 2,000,000
	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 NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

THE CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY WHERE THERE IS A WRITTEN CONTRACT. RAIN DATE 10/6/19

Reviewed by  
Office of Town Attorney

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF OYSTER BAY HIGHWAY  
DEPARTMENT  
150 MILLER PLACE  
SYOSSET, NY 11791

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM**

**SPECIAL EVENTS  
BLANKET ADDITIONAL INSURED ENDORSEMENT**

**Section II – Who Is An Insured** of the Commercial General Liability Coverage Form is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused, in whole or in part by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

**Exclusions under Coverage A, Bodily Injury and Property Damage Liability, Coverage B, Personal and Advertising Injury Liability; and Coverage C, Medical Payments** are amended to add the following:

We will not pay for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury" occurring:

- (1) After all of "your work", including labor, materials, parts or equipment furnished in connection with "your work" and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has ended; or
  - (2) When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has been put to its intended use by any person(s) or organization(s);
- whichever occurs first.

Coverage is not provided for "bodily injury", "property damage" or "personal and advertising injury" arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

**Section II – Who Is an Insured** of the Liquor Liability Coverage form is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to their alleged liability for "injury"

Reviewed By  
Office of Town Attorney

L 820 (12-18)

occurring on or after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused in whole or in part by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

but only if such alleged liability results directly from the selling, serving or furnishing of any alcoholic beverage at the Special Event shown on the Declaration page.

Coverage is not provided for "injury" arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged and shall apply to the coverage provided by this endorsement. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



Reviewed By  
Office of Town Attorney

A handwritten signature, possibly of the Town Attorney, written over the printed text.

L 820 (12-18)

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

This Agreement is made this 15<sup>th</sup> day of August 2019 by Columbus Lodge 2143  
 (hereinafter "Organization"), Whereas, Organization desires to use Town of Oyster Bay property and/or equipment  
 located at and/or described as N Broadway, N Massapequa, NY 11758  
between N. Beach St & N. Nassau St

for the event described as Columbus Lodge Annual Feast & Festival

The property/equipment is needed from Sept 29, 2019 to Sept 29, 2019

The event for which the property and/or equipment is requested ( ) is ( ) is not a profit making event. Rain date 10/6/19

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

OSIA Columbus Lodge 2143

Address of Organization

2143 Boundary Ave  
Farminigdale, NY 11735

By: Anthony C. Ventiera

Authorized Representative

Title: Feast Chairman

Telephone Number: 516-851-8531

Reviewed By  
 Office of Town Attorney




**DATE:** 8/23\19  
**TO:** HIGHWAY OPERATIONS  
**SUBJECT:** Columbus Lodge #2143 Order of Sons of Italy Festival

<b>PLEASE DELIVER TO:</b>	<b>DATE OF EVENT:</b>	9/29/19, RD 10/6/19
N. Broadway	<b>SNOW FENCE:</b>	
Massapequa	<b>BARRICADES:</b>	60
<b>CONTACT: Tony Ventiera</b>	<b>CONES:</b>	
<b>516-851-8531</b>	<b>SORT PAILS:</b>	
	<b>PORTABLE LIGHTS:</b>	
	<b>GENERATOR:</b>	
	<b>PACKER:</b>	2
	<b>CVM TRUCK:</b>	1
	<b>DELIVER ON:</b>	9/27/19
	<b>PICKUP ON:</b>	9/30/19

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

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

JPB/kaz

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

CC: Doug Robalino, General Foreman 002  
Jack Grandine, Regional Foreman 007  
Jeff VanNostrand  
Public Safety Division

Peter Brown, Foreman 003  
Ray Swerkowski, CVM  
Dan Kornfeld

Reviewed By  
Office of Town Attorney

WHEREAS, Laurie Scarpa, Deputy Commissioner, Department of Environmental Resources, by memorandum dated August 30, 2019, advised that the following individuals have offered the following donations to the Town of Oyster Bay's Animal Shelter:

- Tani Keller - donation of \$200.00
- Berenson Family- donation of \$50.00
- Pudlosky Family- donation of \$100.00
- Lieberman Family- donation of \$25.00
- Shah Family- donation of \$50.00
- Hernandez Family- donation of \$50.00
- Yao Nan Ho Family- donation of \$15.00
- Cooperman Family- donation of \$125.00
- O'Brien Family- donation of \$50.77
- Hollywood Advertising Banners, Inc. - donation of \$250.00
- Mahoney Family- donation of \$50.00

WHEREAS, Deputy Commissioner Scarpa, by said memorandum, recommended that the Town accept said donations and that the funds be deposited in Account No. TWN A 0001 02705 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the abovementioned donations totaling \$965.77 to the Town's Animal Shelter, to be deposited in Account No. TWN A 0001 02705 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

31  
TOWN OF OYSTER BAY  
Inter-Departmental Memo

August 30, 2019

TO: The Memorandum Docket

FROM: Laurie Scarpa, Deputy Commissioner of Environmental Resources

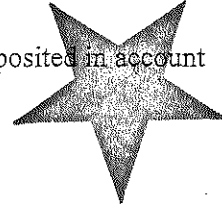
SUBJECT: ACCEPTANCE OF GIFTS TO THE ANIMAL SHELTER:  
Donations to the Animal Shelter

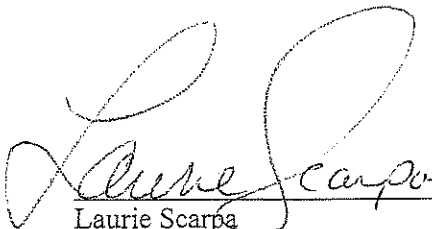
The Department of Environmental Resources requests the Town Board approval to accept the following donations presented to the Animal Shelter:


\$200.00 donated by Tani Keller  
\$50.00 donated by Berenson Family  
\$100.00 donated by Pudlosky Family  
\$25.00 donated by Lieberman Family  
\$50.00 Donated by Shah Family  
\$50.00 donated by Hernandez Family  
\$15.00 donated by Yao Nan Ho Family  
\$125.00 donated by Cooperman Family  
\$50.77 donated by O'Brien Family  
\$250.00 donated by Hollywood Advertising Banners (in memory of Peter Mahoney)  
\$50.00 donated by Mahoney Family

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

We respectfully request that the Town approve these donations, and that they be deposited in account TWN A 0001 02705 000 0000.



  
Laurie Scarpa  
Deputy Commissioner of Environmental Resources

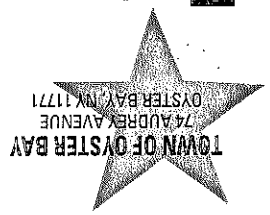
  
By Thomas Licata  
DIRECTOR

LS/tml  
Attachment  
Copy: Town Attorney - w/ 9 copies  
Steven Ballas, Comptroller

012551020706582591

\$

B11DT021982 DEPOSIT TICKET



TD Bank  
America's Most Convenient Bank®

DATE 8/12/14 DOLLARS CENTS

CURRENCY

COIN

CHECKS (List each separately)

1 100.00

2 200.00

3 100.00

4 100.00

5 100.00

6 100.00

7 100.00

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TOWN OF OYSTER BAY - CASH RECEIPT TRANSMITTAL

DER191067

Line #	Deposit Date	BANK	Dept.	Fund	Function	Main Acct.	Sub Acct.	Auth.	Source	OYS	Description	AMOUNT	AREC
1	8/14/19	7867	TWN	A	0001	02705	000	0000			Tani Keller	200.00	
2	8/14/19	7867	TWN	A	0001	02705	000	0000			Berenson	50.00	
3	8/14/19	7867	TWN	A	0001	02705	000	0000			Pudolsky	100.00	
4	8/14/19	7867	TWN	A	0001	02705	000	0000			Lieberman	25.00	
5	8/14/19	7867	TWN	A	0001	02705	000	0000			Shah	50.00	
6	8/14/19	7867	TWN	A	0001	02705	000	0000			Hernandez	50.00	
7	8/14/19	7867	TWN	A	0001	02705	000	0000			Yao Nan Ho	15.00	
8	8/14/19	7867	TWN	A	0001	02705	000	0000			Cooperman	125.00	
9	8/14/19	7867	TWN	A	0001	02705	000	0000			O'Brien	50.77	
10	8/14/19	7867	TWN	A	0001	02705	000	0000			Hollywood Advertising Banners	250.00	
11	8/14/19	7867	TWN	A	0001	02705	000	0000			Mahoney	50.00	
12													
13													
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16													
17													
18													
19													
20													
21													
22													
23													
24													
Total												965.77	

Department DER/Animal Shelter  
Prepared By Kristi Treninella  
Date 8/14/19

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

DEPOSIT TICKET

**TOWN OF OYSTER BAY**  
74 AUDREY AVENUE  
OYSTER BAY, NY 11771



**America's Most Convenient Bank™**

DATE	CURRENCY	DOLLARS	CENTS
9/13/81	COIN		
CHECKS (list each separately)			
1 # 187		200	00
2 # 4385		500	00
# 6853		100	00
# 5117		25	00
5 # 152		50	00
6 # 4414		50	00
7 # 125		15	00
8 # 1914		125	00
9 # 6181		50	77
10 # 13575		250	00
11 # 000095723		5000	
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TOTAL FROM OTHER SIDE			
1 PLEASE RE-ENTER TOTAL HERE		965	77

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL  
HOLD FOR UNCOLLECTED FUNDS MAY BE PLACED ON FUNDS  
REPOSITED BY CHECK OR SIMILAR INSTRUMENTS. THIS COULD  
DELAY YOUR ABILITY TO WITHDRAW SUCH FUNDS. THE DELAY OF  
YOUR ABILITY TO WITHDRAW SUCH FUNDS MAY BE CAUSED BY THE  
DEPOSIT OF FUNDS BY CHECK OR SIMILAR INSTRUMENTS.

15240 10201 7919857867

\$

945.77

Account: 7919857867  
Amount: 965.77  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942591  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942591  
ECEItemSeqNum: 486748389086

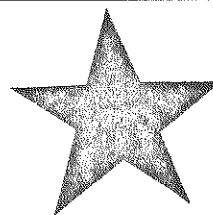
**IMPORTANT: IF USING MULTIPLE PARTS,  
SEPARATE BEFORE WRITING**

CHECKS	DOLLARS	CENTS
30	.	.
31	.	.
22	.	.
33	.	.
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48	.	.
49	.	.
50	.	.

CURRENCY AND COIN	FOR OFFICE USE ONLY
CURRENCY QUANTITY	VALUE DOLLARS CENTS
COIN QUANTITY	VALUE DOLLARS CENTS
TOTAL CURRENCY	
FORWARD TO OTHER SIDE	
TOTAL COIN	
FORWARD TO OTHER SIDE	

Account: 7919857867  
Amount: 965.77  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942591  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942591  
ECEItemSeqNum: 486748389086



1-2  
210 2911

187

TANI KELLER

DATE

Nov 12, 2018

PAY TO THE  
ORDER OF

Town of Oyster Bay Animal Shelter \$ 200.00

DOLLARS

Security Features  
look for  
Details on Back

CHASE

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

MEMO

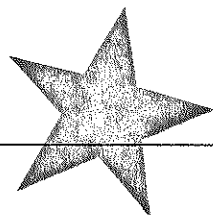
6/4 cat rescue

00  
100  
6

Account: 716836122  
Amount: 200.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942596  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942596  
ECEItemSeqNum: 000000743942596

486748389087 083242 20190814 0000000007 791867967 22  
TRN\_DEBIT FAHMED4 000  
Syosset 4867 94004 4867 1 0010

PAY TO THE ORDER OF  
TD BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
791867967



Account: 716836122  
Amount: 200.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942596  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942596  
ECEItemSeqNum: 000000743942596

HOLLYWOOD ADVERTISING BANNERS INC.  
539 OAK STREET  
COPIAGUE, NY 11726-3215

J.P.Morgan  
JPMorgan Chase Bank, N.A.  
New York, New York  
1-2/210

13375

PAY Two Hundred Fifty and No/100 Dollars

TO THE  
ORDER OF

DATE  
8/8/19

AMOUNT  
\$250.00

TOWN OF OYSTER BAY ANIMAL SHELTER  
150 MILLER PLACE  
SYOSSET, NY 11791



*Tim*  
AUTHORIZED SIGNATURE

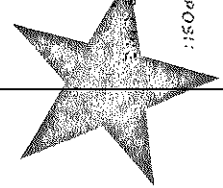
Memo: IN MEMORY OF PETER M. MAHONEY

Security features. Details on back.

Account: 829934975  
Amount: 250.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 13375  
DIN: 743942641  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942641  
ECEItemSeqNum: 000000743942641

486748389096 083253 20190814 000000000829934975  
TRN DEBIT FAHMED4 25000  
Syosset 4867 94004 4867 1 0010

PAY TO THE ORDER OF  
TO BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
7916687807



Account: 829934975  
Amount: 250.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 13375  
DIN: 743942641  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942641  
ECEItemSeqNum: 000000743942641



DANIEL OBRIEN  
THERESA V. O'BRIEN  
8 MAHAN RD  
OLD BETHPAGE, NY 11804-1214

6181

50-7365/2214

8-5-19  
DATE

FRAUDARMOR+

PAY TO THE  
ORDER OF

T.O.B. Animal Shelter \$ 50<sup>77</sup>/<sub>100</sub>  
Fifty & 77/100 DOLLARS

Bethpage

Federal Credit Union  
Bethpage, New York 11714

FOR

Donation

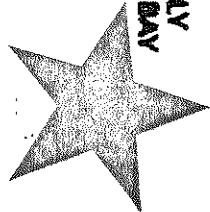
SIGNATURE

D O'Brien

Account: 5768385  
Amount: 50.77  
PostDate: 20190814  
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CheckNum: 0  
DIN: 743942636  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942636  
ECEItemSeqNum: 000000743942636

486748389095 083246 20190814 0000000000 5768385  
TRN\_DEBIT FAHMED4 5077  
Syosset 4867 94004 4867 1 0010

PAY TO THE ORDER OF  
TD BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
7818687867



Account: 5768385  
Amount: 50.77  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942636  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942636  
ECEItemSeqNum: 000000743942636

YAO NAN HO

125

1-7047/2280  
11

7/16/19

Date

PAY to the  
order of

Yao Nan Ho  
\$ 15.00  
Dollars

Flushing Bank  
44-43 Kissena Blvd.  
Flushing, NY 11355

For

Donation

MP

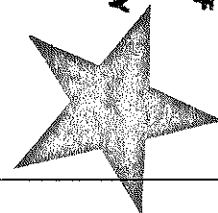
Harland Clarke

COLONIAL CLASSIC

Account: 1184048464  
Amount: 15.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942626  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942626  
ECEItemSeqNum: 000000743942626

486748389093 083245 20190814 000000001 1184048464  
TRN\_DEBIT FAHMED4 000  
Syosset 4867 94004 4867 1 0010

PAY TO THE ORDER OF  
TD BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
7918857867



Account: 1184048464  
Amount: 15.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942626  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942626  
ECEItemSeqNum: 000000743942626

A B LIEBERMAN  
55 KESWICK LANE  
PLAINVIEW, NY 11803

3117

1-1367/250  
442

Mar 16, 2019  
Shelley  
\$25.00  
XX

Pay to the  
Order of

Town of Oyster Bay Animal  
Turkey - Dve 100/100

Dollars



Photo  
Safe  
Deposit  
Details on back



Bank

America's Most Convenient Bank®

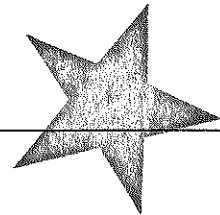
For

Abraham Lieberman

Account: 7921133794  
Amount: 25.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 3117  
DIN: 743942611  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942611  
ECEItemSeqNum: 486748389090

486748389090 083243 20190814 000000000794  
DDA\_DEBIT FAHMED4 000  
Syosset 4867 94004 4867 1 0010

PAY TO THE ORDER OF  
TD BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
7910067007



Account: 7921133794  
Amount: 25.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 3117  
DIN: 743942611  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942611  
ECEItemSeqNum: 486748389090

HARRIS T. BERENSON  
E. TYLER BEILIS BERENSON  
21 BRIARFIELD DRIVE  
GREAT NECK, NY 11020

1-2  
210 956

4335

DATE

Nov 11, 18

PAY TO THE  
ORDER OF

Town of Oyster Bay

\$ 50.00

Fifty — 00/100

DOLLARS



Security / security  
in use  
Dish on back

J.P.Morgan

Founded 1799  
JPMorgan Chase Bank, N.A.  
New York, New York

MEMO

Alonzo

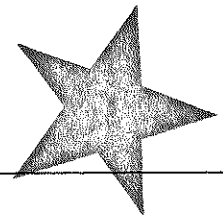
JPB

MP

Account: 171352818  
Amount: 50.00  
PostDate: 20190814  
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CheckNum: 0  
DIN: 743942601  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942601  
ECEItemSeqNum: 000000743942601

486748389088 083242 20190814 0000000001791887867  
TRN\_DEBIT FAHMED4 5000  
Syosset 4867 94004 4867 1 0010

PAY TO THE ORDER OF  
TD BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
791887867



Account: 171352818  
Amount: 50.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942601  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942601  
ECEItemSeqNum: 000000743942601

IRA COOPERMAN  
SHANNA COOPERMAN  
3 DEVONSHIRE CT  
PLAINVIEW, NY 118033209

1-8  
210 199

1914

Date

8-2-19

Pay to the  
order of

Town of Oyster Bay Animal Shelter \$ 125.00/100  
One-hundred twenty-five and 00/100 dollars

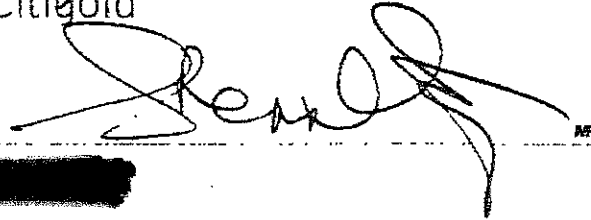
**citibank**

CITIBANK, N.A.

Citigold®

For

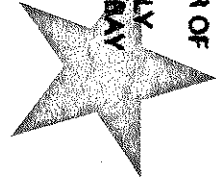
In memory of COCO Sorkoff/Seam



Account: 27407177  
Amount: 125.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942631  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942631  
ECEItemSeqNum: 000000743942631

486748389094 083246 20190814 000000000000 740777  
TRN\_DEBIT FAHMED4 12500  
Syosset 4867 94004 4867 1 0010

PAY TO THE ORDER OF  
TD BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
7810087067



Account: 27407177  
Amount: 125.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942631  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942631  
ECEItemSeqNum: 000000743942631

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER

Account: **PETER MAHONEY** \$50.00

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Richard May  
727 E Village Dr  
Galloway, NJ 08205

MEMO: in Memory of Peter Mahoney

Please Direct Any Questions To  
Online Bill Payment Processing Center  
(800) 243-2508

OCEANFIRST BANK

7035/2312

0000995723

August 08, 2019

Pay FIFTY AND 00/100 DOLLARS

\$ \*\*\*\*\*50.00

TO THE ORDER OF

OYSTER BAY ANIMAL SHELTER  
150 MILLER PL  
SYOSSET, NY 11791-5603

Void After 180 DAYS.  
Signature On File  
This check has been authorized by your depositor

Account: 590317941  
Amount: 50.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 995723  
DIN: 743942646  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942646  
ECEItemSeqNum: 000000743942646

592436144

ENDORSE HERE

PAY TO THE ORDER OF  
TD BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

486748389097 083254 20190814 000000000590317941

TRN\_DEBIT FAHMED4 5000

Syosset 4867 94004 4867 1 0010

Account: 590317941  
Amount: 50.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 995723  
DIN: 743942646  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942646  
ECEItemSeqNum: 000000743942646

DAVID OR MARIE PUDLOSKY  
106 YEAGER ROAD  
MOUNTAINTOP, PA 18707

6853

68-8111/2313

3-1-19

DATE

CHECK AMOUNT  
STANDARD COLLECTION

PAY TO THE  
ORDER OF

Oyster Bay animal Shelter \$ 100.<sup>00</sup>  
one hundred dollars —

DOLLARS



Photo  
Safe  
Deposit  
Details on back

PSECU

HARRISBURG, PA 17110-2990

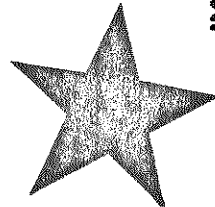
FOR

Stephen Yancowski - Marie Pudlosky

Account: 456051721  
Amount: 100.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942606  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942606  
ECEItemSeqNum: 000000743942606

486748389089 083243 20190814 0000000000 456051721  
TRN\_DEBIT FAHMED4 10000  
Syosset 4867 94004 4867 1 0010

PAY TO THE ORDER OF  
TO BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
7818657807



Account: 456051721  
Amount: 100.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942606  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942606  
ECEItemSeqNum: 000000743942606

ADRIENNE HERNANDEZ  
42 JOYCE RD.  
HARTSDALE, NY 10530-2909

1-7281/2214

4114

DATE 5/6/19

PAY TO  
THE ORDER OF

Oyster Bay Animal Shelter

\$ 50.00

Fifty

50 DOLLARS

Secure Features  
Included  
Check on Back



STERLING  
NATIONAL BANK

*Thank you!*

MEMO

donation for cats

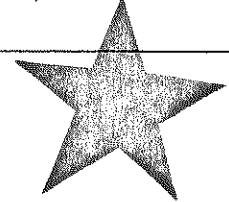
Adrienne Hernandez

Account: 8310091508  
Amount: 50.00  
PostDate: 20190814  
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CheckNum: 0  
DIN: 743942621  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942621  
ECEItemSeqNum: 000000743942621

486748389092 083244 20190814 000000008310091508  
TRN\_DEBIT FAHMED4 000  
Syosset 4867 94004 4867 1 0010

TO THE ORDER OF  
TD BANK  
DEPOSIT ONLY  
N OF OYSTER BAY

Account: 8310091508  
Amount: 50.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942621  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942621  
ECEItemSeqNum: 000000743942621





DHIREN N SHAH  
33 TUDOR ROAD  
HICKSVILLE, NY 11801

1-8  
210 993

152

Date

4/24/19

Pay to the order of

TOWN OF OYSTER BAY ANIMAL SHELTER \$ 50.00

Fifty dollars only -

Dollars



Security Features  
Included  
Drawn on Back

**citibank**

CITIBANK, N.A.

Memo

Annika's day.

*Annika's day*

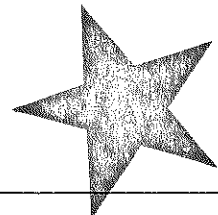
MP

Account: 9930987332  
Amount: 50.00  
PostDate: 20190814  
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CheckNum: 0  
DIN: 743942616  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942616  
ECEItemSeqNum: 000000743942616

486748389091 083244 20190814 000000009930987332  
TRN\_DEBIT FAHMED4 5000  
Syosset 4867 94004 4867 1 0010

PAY TO THE ORDER OF  
TD BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
791667067

Account: 9930987332  
Amount: 50.00  
PostDate: 20190814  
Tran\_ID: 743942591  
CheckNum: 0  
DIN: 743942616  
ReturnReasonCode:  
ReturnReasonDescription:  
Orig\_DIN: 743942616  
ECEItemSeqNum: 000000743942616



WHEREAS, Laurie Scarpa, Deputy Commissioner, Department of Environmental Resources, by memorandum dated August 30, 2019, has advised that the following individuals have offered the following donations to the Town of Oyster Bay's Animal Shelter:

Kathleen C. Sweeney- donation of \$250.00  
Marilyn May- donation of \$50.00

WHEREAS, Deputy Commissioner Scarpa, by said memorandum, recommended that the Town accept said donations and that the funds be deposited in Account No. TWN A 0001 02705 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the abovementioned donations totaling \$300.00 to the Town's Animal Shelter, to be deposited in Account No. TWN A 0001 02705 000 0000.

#

Reviewed By  
Office of Town Attorney

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

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

30

TOWN OF OYSTER BAY  
Inter-Departmental Memo

August 30, 2019

TO: The Memorandum Docket

FROM: Laurie Scarpa, Deputy Commissioner of Environmental Resources

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

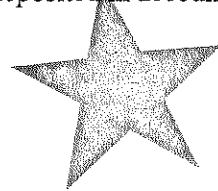
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The Department of Environmental Resources requests the Town Board approval to accept the following donations presented to the Animal Shelter:

\$250.00 donated by Kathleen C. Sweeney  
\$50.00 donated by Marilyn May

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

We respectfully request that the Town approve these donations, and that they be deposited in account TWN A 0001 02705 000 0000.



 by   
Laurie Scarpa  
Deputy Commissioner of Environmental Resources

Thomas Licata  
Director

LS/tml  
Attachment  
Copy: Town Attorney - w/ 9 copies  
Steven Ballas, Comptroller

KATHLEEN C. SWEENEY  
30 FLOYD PL.  
EAST NORWICH, NY 11732-1311

1-2/210

1540

Due August 17, 2019

Pay to the order of Bay Area Bay Animal Shelter \$ 250.00

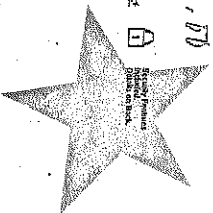
Two hundred fifty and 00/100 Dollars

CHASE

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

ATM MEMO 34 65  
Memo: Bay Area Bay Animal Shelter

Kathleen C. Sweeney



MARILYN MAY

17638 TRENTON DR.  
CASTRO VALLEY, CA 94546-1513

90-7162/3222

3788

Due 8-13-19

Pay to the order of Bay Area Bay Animal Shelter \$ 50.00

Fifty dollars exactly Dollars

CHASE

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

ATM MEMO 34 65

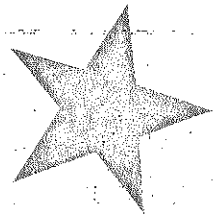
Memo: Transfer of Petal Holdings Kathleen May

[Redacted]

Animal Bay Foundation

PAY TO THE ORDER OF  
TD BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
7919867887

PAY TO THE ORDER OF  
TD BANK  
FOR DEPOSIT ONLY  
TOWN OF OYSTER BAY  
7919867887





Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, CEDAR-CARMANS, LLC, fee owner, obtained a Special Use Permit and Site Plan Approval from the Town Board by Resolution No. 647-2017, adopted on October 3, 2017, to construct and operate a health club/gym in the existing shopping center in a Neighborhood Business ("NB") Zoning District on premises located at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County; and

WHEREAS, a Declaration of Restrictive Covenants was executed and recorded pursuant to Resolution No. 647-2017, which provided that "in the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. ... Any major modification to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution"; and

WHEREAS, CEDAR-CARMANS, LLC, fee owner, has now applied for approval of an amended Site Plan to renovate/repurpose an existing attached office building, of approximately 13,869 square feet, into a parking structure to provide additional parking, with associated site improvements and modifications to the existing rear parking layout; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated September 10, 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in Section 617.4" on the Type II Actions List, and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memoranda dated August 30, 2019, and September 5, 2019, advised that the Department of Planning and Development has reviewed the following nine (9) plans prepared by Joseph A. Deal, P.E., Bohler Engineering, Hauppauge, New York and two (2) plans prepared by Steve Meier, R.A., SMA + Architects, Allen, Texas:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>DATE</u>
C1	COVER SHEET	Joseph A. Deal, P.E.	08/26/2019
C2	OVERALL SITE PLAN	Joseph A. Deal, P.E.	08/26/2019
C3	REMOVALS PLAN	Joseph A. Deal, P.E.	08/26/2019
C4	SITE PLAN	Joseph A. Deal, P.E.	08/26/2019
C5	GRADING PLAN	Joseph A. Deal, P.E.	08/26/2019

C6	SOIL EROSION & SEDIMENT CONTROL PLAN	Joseph A. Deal, P.E.	08/26/2019
C7	LANDSCAPE PLAN	Joseph A. Deal, P.E.	08/26/2019
C8	LIGHTING PLAN	Joseph A. Deal, P.E.	08/26/2019
C9	DETAIL SHEET	Joseph A. Deal, P.E.	08/26/2019
AS2.1	FLOOR PLAN	Steve Meier, R.A.	08/26/2019
AS3.1	ELEVATIONS	Steve Meier, R.A.	07/2019

WHEREAS, said Commissioner further reported that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommended Town Board approval for the plans enumerated herein,

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, dated August 30, 2019, and September 5, 2019, the nine (9) plans prepared by Joseph A. Deal, P.E., Bohler Engineering, Hauppauge, New York and two (2) plans prepared by Steve Meier, R.A., SMA + Architects, Allen, Texas, are hereby approved; and be it further

RESOLVED, That the application of CEDAR-CARMANS, LLC, fee owner, for approval of an amended Site Plan to renovate/repurpose an existing attached office building, of approximately 13,869 square feet, into a parking structure to provide additional parking, with associated site improvements and modifications to the existing rear parking layout in the existing shopping center in a Neighborhood Business ("NB") Zoning District on premises located at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County, is hereby APPROVED, subject to and upon the full compliance in all respects with the following conditions and provisions:

1. That the plans approved by this Resolution shall be strictly adhered to.
2. The submission to, and approval by, the Division of Building, Department of Planning and Development, Town of Oyster Bay, of building and construction plans, and the issuance of a building permit.
3. The subject parcel shall be used and developed so as to comply with all local laws, ordinances, building codes, rules and regulations of any and all Town, County, State, and/or Federal bodies, departments or agencies thereof.



4. In the event Applicant seeks permission to make a change to the subject structure or property after the date of this Resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same. Any major modifications to said plans may be done only by Planning Advisory Board Resolution.

#-

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

5

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

**TO:** MEMORANDUM DOCKET

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

**DATE:** AUGUST 30, 2019

**SUBJECT:** REQUEST FOR AMENDED SITE PLAN APPROVAL  
TOWN BOARD RESOLUTION NUMBER(S) 647-2017  
SECTION 53, BLOCK 160, LOT(S) 40A + 40B  
900-944 CARMANS ROAD – MASSAPEQUA, NEW YORK  
SUPPLEMENTAL MEMO TO FOLLOW

---

Additional information will be provided in a Supplemental Docket Memorandum in connection with the above referenced matter. I therefore request that a space be reserved at the next available docket for this additional information.

  
Elizabeth L. MacCarone  
ELIZABETH L. MACCARONE  
COMMISSIONER

BY Timothy R. Zike  
Deputy Commissioner

ELZ/jsv

cc: Legislative Affairs (9 copies)

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

**TO:** MEMORANDUM DOCKET

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

**DATE:** SEPTEMBER 5, 2019

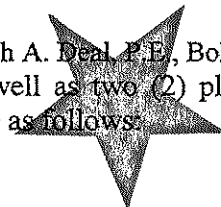
**SUBJECT:** SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 5  
DOCKET OF SEPTEMBER 3, 2019  
AMENDMENT OF PRIOR APPROVED SITE PLAN  
CEDAR-CARMANS, LLC  
900-944 CARMANS ROAD  
MASSAPEQUA, N.Y. 11758  
SECTION 53, BLOCK 160, LOT 40A+40B

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This Department has reviewed amended plans for a previously approved Site Plan Application for the above-captioned project. The Department has reviewed the amended plans with regard to section, block and lot designation, zoning classification, existing variances, zoning violations and required off-street parking. The Department's review is made pursuant to Section 246-6 (Site Plan Review) of the Code of the Town of Oyster Bay which requires Town Board Site Plan Approval prior to the issuance of a building permit (without the need of a public hearing).

The applicant obtained a Special Use Permit and Site Plan Approval from the Town Board on October 3, 2017 through Town Board Resolution Number 647-2017 to construct and operate a health club/gym (over 1,500 sq. ft.) on the subject premises within an existing shopping center and also extinguished prior Restrictive Covenants. The applicant is proposing to renovate/repurpose an existing attached office building (approximately 13,869 sq. ft.) into a parking structure to provide additional parking, with associated site improvements and modifications to existing rear parking layout around the subject tenancy. The enclosed plans are being presented before the Board as per the recorded Restrictive Covenants associated with Town Board Resolution Number 647-2017, specifically Number 13, which states, "In the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification...Any major modification to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution."

For your reference, please see the nine (9) amended plans prepared by Joseph A. Deal P.E., Bohler Engineering, Hauppauge N.Y., that have been submitted for approval as well as two (2) plans prepared by Steve Meier, R.A., SMA + Architects, Allen T.X. The plans are as follows:



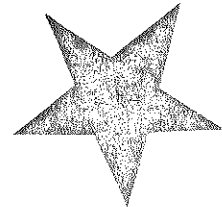
SHEET NUMBER/TITLE	PREPARED BY	LAST REVISED
C-1 of 9/Cover Sheet	Joseph A. Deal, P.E.	08/26/2019
C-2 of 9/Overall Site Plan	Joseph A. Deal, P.E.	08/26/2019
C-3 of 9/Removals Plan	Joseph A. Deal, P.E.	08/26/2019
C-4 of 9/Site Plan	Joseph A. Deal, P.E.	08/26/2019
C-5 of 9/Grading Plan	Joseph A. Deal, P.E.	08/26/2019
C-6 of 9/Soil Erosion & Sediment Control Plan	Joseph A. Deal, P.E.	08/26/2019
C-7 of 9/Landscape Plan	Joseph A. Deal, P.E.	08/26/2019
C-8 of 9/Lighting Plan	Joseph A. Deal, P.E.	08/26/2019
C-9 of 9/Detail Sheet	Joseph A. Deal, P.E.	08/26/2019
AS2.1/Floor Plan	Steve Meier, R.A.	08/26/2019
AS3.1/Elevations	Steve Meier, R.A.	08/26/2019

Also submitted for your review are the following documents:

- 1) Town Board Resolution 647-2017 dated October 3, 2017
- 2) Letter from Judy Lynn Simoncic, Esq. dated July 31, 2019

Said plans were prepared and modified using the standards set forth in Section 246-6 (Site Plan Review) of the Code of the Town of Oyster Bay as a guide. Development of the subject premises in accordance with the plans attached does, in this Department's opinion, comply with the requirements of Section 246-6 (Site Plan Review) of the Code of the Town of Oyster Bay and therefore, I recommend an amended Site Plan Approval by the Town Board.

  
ELIZABETH L. MACCARONE  
COMMISSIONER



ELM:jv

Encls.

cc: Legislative Affairs (9 copies w/original)

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

**TO:** MEMORANDUM DOCKET

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

**DATE:** AUGUST 30, 2019

**SUBJECT:** REQUEST FOR AMENDED SITE PLAN APPROVAL  
TOWN BOARD RESOLUTION NUMBER(S) 647-2017  
SECTION 53, BLOCK 160, LOT(S) 40A + 40B  
900-944 CARMANS ROAD – MASSAPEQUA, NEW YORK  
SUPPLEMENTAL MEMO TO FOLLOW

---

Additional information will be provided in a Supplemental Docket Memorandum in connection with the above referenced matter. I therefore request that a space be reserved at the next available docket for this additional information.

Elizabeth L. MacCarone  
ELIZABETH L. MACCARONE  
COMMISSIONER

BY Timothy R. Zike  
Deputy Commissioner

ELZ/jsv

cc: Legislative Affairs (9 copies)

1) S/B/L  
2) Comm.  
Plan.

Meeting of October 3, 2017

Resolution No. 647-2017

Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, CEDAR-CARMANS, LLC, fee owner, has petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on July 25, 2017, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

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

WHEREAS, the "Review of Action and Determination of Significance" was duly made in the Town Environmental Quality Review Division's report dated July 26, 2017, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petition and recommending that the conclusions contained therein be accepted, and that same be deemed to constitute a Negative Declaration, indicating that the proposed actions would not cause significant impacts upon the environment and recommended, accordingly, that the Town Board issue a Negative Declaration; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10201-07, adopted September 28, 2017, recommended local determination of said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated June 27, 2017, has advised that the

Department of Planning and Development has reviewed the following one (1) plan prepared by Mario R. Vergara, R.A., MVA Architects, Floral Park, NY:

SHEET NO.	TITLE	DATE
SP-1	SITE PLAN	06/21/17

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated June 27, 2017, further reported that the plans submitted comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of CEDAR-CARMANS, LLC, fee owner, for a Special Use Permit to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007; and be it further

RESOLVED, That the Petition of CEDAR-CARMANS, LLC, fee owner, for a Special Use Permit and to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Massapequa Park, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Carmans Road (Carmans Mill Road) distant North 7 degrees 17 minutes 48 seconds East, 287.76 feet, measured along the easterly side of Carmans Road from the northerly end of the arc of a curve

"Map of Lawn Estates," filed in the Office of the Clerk of Nassau County on July 20<sup>th</sup>, 1953 as Map No. 5888 and from said point of BEGINNING, South 85 degrees 25 minutes 52 seconds East, 291 feet to the easterly side of Carmans Road, as widened;

RUNNING THENCE along the easterly side of Carmans Road, as widened the following three (3) courses and distances:

1. North 7 degrees 49 minutes 07 seconds East, 18.66 feet;
2. North 6 degrees 59 minutes 37 seconds East, 665.12 feet;
3. North 9 degrees 15 minutes 14 seconds, East, 185.75 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 158.20 feet;

THENCE North 4 degrees 34 minutes 08 seconds East, 100 feet to land shown on Map of Pepper Village Section No. 1;

THENCE along said land, South 85 degrees 25 minutes 52 seconds East, 453.67 feet;

THENCE South 5 degrees 19 minutes 19 seconds West, 703.30 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 385.25 feet to the boundary line between the County of Nassau and the County of Suffolk;

THENCE along said boundary line, South 1 degree 16 minutes 43 seconds, West 295.49 feet;

THENCE North 85 degrees 25 minutes 52 seconds West, 1050.31 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

Also being described as:

ALL that certain plot, piece or parcel of land, situate, lying and being at Massapequa Park, Town of Oyster Bay, County of Nassau, and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Carmans Road (Carmans Mill Road) distant North 7 degrees 17 minutes 48 seconds East, 287.76 feet, measured along the easterly side of Carmans Road from the northerly end of the arc of a curve connecting the easterly side of Carmans Road with the northerly side of Bernard Street, as said streets are laid out on the amended "Map of Lawn Estates," filed in the Office of the Clerk of Nassau



County on July 20<sup>th</sup>, 1953 as Map No. 5888, and from said point of BEGINNING South 85 degrees 25 minutes 52 seconds East 2.91 feet to the easterly side of Carmans Road, as widened;

RUNNING THENCE along the easterly side of Carmans Road, as widened, the following three courses and distances:

1. North 7 degrees 49 minutes 07 seconds East, 48.66 feet;
2. North 6 degrees 59 minutes 37 seconds East, 665.12 feet;
3. North 9 degrees 15 minutes 14 seconds, East, 185.75 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 158.20 feet;

THENCE North 4 degrees 34 minutes 08 seconds East, 100 feet to land shown on Map of Pepper Village Section No. 1;

THENCE along said land, South 85 degrees 25 minutes 52 seconds East, 453.67 feet;

THENCE South 5 degrees 19 minutes 19 seconds West, 703.30 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 385.25 feet to the boundary line between the County of Nassau and the County of Suffolk;

THENCE along said boundary line, South 1 degree 16 minutes 43 seconds West, 295.49 feet;

THENCE North 85 degrees 25 minutes 52 seconds West, 1050.91 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

As set forth on that certain Survey of Carman Plaza, 900-944 Carmans Road, Massapequa, Nassau County, New York dated 4/30/2007 by Millman Surveying, Inc.

SAID premises are known and described as Section 52, Block 160, Lots 40A AND 40B on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007, is hereby deemed terminated, and the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioner, as set forth in the

written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

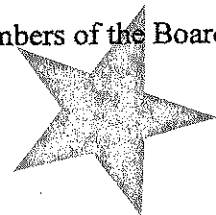
RESOLVED, That the Petition herein granted is subject to the Petitioner obtaining a variance from the Town of Oyster Bay Zoning Board of Appeals for off-street parking; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, dated June 27, 2017, the one (1) plan described herein is hereby approved.

-#-

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

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



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

Reviewed By  
Office of Town Attorney

*John M. Mulligan*

### DECLARATION OF RESTRICTIVE COVENANTS

CEDAR-CARMANS, LLC, fee owner, with a business address of 44 South Bayles Avenue, Port Washington, New York 11050, does by this Declaration, dated October 3, 2017, declare as follows:

WHEREAS, said Declarant, CEDAR-CARMANS, LLC, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on July 25, 2017, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 647, 2017, dated October 3, 2017, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarant, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, does hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County, which will run with the land and be binding upon said Declarant, its successors and/or assigns,

NOW, THEREFORE, said Declarant, does hereby covenant and declare as follows:

1. That the Declaration of Restrictive Covenants, dated December 19, 2006 and recorded in the Office of the Clerk of Nassau County on February 13, 2007, in Liber 12232 of Deeds, page 217, affecting the premises located at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County, is hereby rescinded and is replaced and superseded by this Declaration.

2. That all parking shall be permitted only in designated parking spaces. Said spaces are to be clearly outlined, identified and maintained with painted boundary lines. All other driveway areas shall remain open at all times for fire and emergency apparatus.

3. That no mechanical games of amusement shall be permitted on the subject premises or in the health club/gym.

4. That there shall be no outdoor storage of foods, equipment or material of any kind for the subject health club/gym.

5. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials, and litter baskets shall be installed and emptied as often as necessary.

6. That no alcoholic beverage of any kind shall be sold, dispensed or permitted at the subject health club/gym.

7. That no outdoor music or speakers shall be permitted, in connection with the use of the subject health club/gym.

8. That the exterior of all structures, parking areas, and all other installations visible to the public, shall be continually maintained in neat and good repair.

9. That all lighting shall be directed onto the subject premises, and no lighting is to be directed onto adjacent properties and roadways.

10. That all garbage, waste and rubbish shall be kept in a suitable container enclosed on three (3) sides and screened from view.

11. That any and all signs that are to be erected and maintained are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

12. That there shall be strict compliance with any and all ordinances, laws, regulations or directives of the Town of Oyster Bay, the Nassau County Fire Marshal's Office, the Nassau County Department of Health, and any and all other agencies or departments of the Town of Oyster Bay, Nassau County, the State of New York and/or the United States of America.

13. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the one (1) plan prepared by Mario R. Vergara, R.A., MVA Architects, Floral Park, New York, dated June 21, 2017, reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated June 27, 2017 and approved by the Town Board of the Town of Oyster Bay, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structure

or property after the date of the granting resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same. Any major modification to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution.

14. That in the event of any violation of any kind of the restrictions, covenants or provisions contained herein or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the Special Use Permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

15. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board of the Town of Oyster Bay to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board of the Town of Oyster Bay.

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Massapequa Park, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Carmans Road (Carmans Mill Road) distant North 7 degrees 17 minutes 48 seconds East, 287.76 feet, measured along the easterly side of Carmans Road from the northerly end of the arc of a curve connecting the easterly side of Carmans Road with the northerly side of Bernard Street, as said streets are laid out on the amended "Map of Lawn Estates," filed in the Office of the Clerk of Nassau County on July 20<sup>th</sup>, 1953 as Map No. 5888 and from said point of BEGINNING, South 85 degrees 25 minutes 52 seconds East, 291 feet to the easterly side of Carmans Road, as widened;

RUNNING THENCE along the easterly side of Carmans Road, as widened the following three (3) courses and distances:

1. North 7 degrees 49 minutes 07 seconds East, 18.66 feet;
2. North 6 degrees 59 minutes 37 seconds East, 665.12 feet;
3. North 9 degrees 15 minutes 14 seconds, East, 185.75 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 158.20 feet;

THENCE North 4 degrees 34 minutes 08 seconds East, 100 feet to land shown on Map of Pepper Village Section No. 1;

THENCE along said land, South 85 degrees 25 minutes 52 seconds East, 453.67 feet;

THENCE South 5 degrees 19 minutes 19 seconds West, 703.30 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 385.25 feet to the boundary line between the County of Nassau and the County of Suffolk;

THENCE along said boundary line, South 1 degree 16 minutes 43 seconds, West 295.49 feet;

THENCE North 85 degrees 25 minutes 52 seconds West, 1050.31 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

Also being described as:

ALL that certain plot, piece or parcel of land, situate, lying and being at Massapequa Park, Town of Oyster Bay, County of Nassau, and State of New York, bounded and described as follows:

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RUNNING THENCE along the easterly side of Carmans Road, as widened, the following three courses and distances:

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THENCE South 85 degrees 25 minutes 52 seconds East, 385.25 feet to the boundary line between the County of Nassau and the County of Suffolk;

THENCE along said boundary line, South 1 degree 16 minutes 43 seconds West, 295.49 feet;

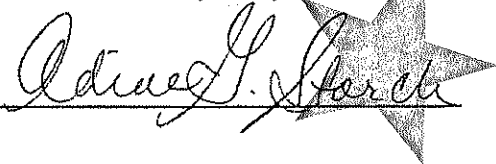
THENCE North 85 degrees 25 minutes 52 seconds West, 1050.91 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

As set forth on that certain Survey of Carman Plaza, 900-944 Carmans Road, Massapequa, Nassau County, New York dated 4/30/2007 by Millman Surveying, Inc.

SAID premises are known and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarant has hereunto set their hand the day and year first above written:

CEDAR-CARMANS, LLC, Fee Owner

BY: 

Adina G. Storch  
Secretary

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

On the 16th day of October in the year 2017 before me, the undersigned,  
personally appeared Adina G. Storch, personally known to me or  
proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed  
to the within instrument and acknowledged to me that he/she executed the same in his/her  
capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument.

Meeke Levin  
Notary Public

MEEKA LEVIN  
NOTARY PUBLIC, State of New York  
No. 02LE6202881  
Qualified in Queens County  
Commission Expires March 30, 2021







FORCHELLI  
DEEGAN  
TERRANA

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

July 31, 2019

**BY HAND**

Elizabeth Maccarone, Commissioner  
Department of Planning and Development  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771

**RE: Amended Site Plan Approval – 24 Hour Fitness  
941 Carmans Road, Massapequa  
Section 53, Block 160, Lots 40A & 40B**

Dear Commissioner Maccarone:

We represent 24 Hour Fitness which currently occupies 40,000 square feet of the approximately 185,000 square feet at the above-mentioned shopping center.

24 Hour Fitness operates pursuant to Town Board Resolution No. 647-2017, which granted a special use permit and site plan approval to it. The Declaration of Restrictive Covenants ("C&R") filed with Resolution No. 647-2017 states "[i]n the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same." For your review, I have enclosed a copy of the Resolution and C&Rs.

As I had discussed with you, 24 Hour Fitness is proposing minor modifications to the existing building in an effort to attract more customers. By converting a portion of the existing 24 Hour Fitness building to covered parking, the building will be more accessible to customers. Currently, there is limited parking available in the front of the building where the entrance is because it is shared with other tenants in the shopping center. Creating covered parking in the rear with an entrance nearby will hopefully increase membership enrollment. As part of the proposal, 24 Hour Fitness is proposing to relocate the trash enclosure so that it is tucked away in the southeast corner of the rear building line of the DMV and the proposed covered parking area.

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The Omni • 333 Earle Ovington Blvd., Suite 1010 • Uniondale, NY 11553 • 516.242.1700 • forchellilaw.com

We believe the proposed modifications are minor as the proposed covered parking area would only require removal of two portions of the existing exterior walls to accommodate the drive aisles and renovation that would amount to approximately 7% of the entire shopping center property. The proposed minor modifications to the 24 Hour Fitness building will not affect the footprint, width, height, depth, location, or overall size of the existing building. In fact, the proposal will actually decrease the intensity of use while providing more parking for members.

Enclosed for your review and approval are four sets of the following amended plans prepared by Bohler Engineering, dated April 16, 2019, last revised June 13, 2019, reflecting the minor modifications:

1. Cover Sheet
2. Overall Site Plan
3. Removals Plan
4. Site Plan
5. Grading Plan
6. Soil Erosion & Sediment Control Plan
7. Landscape Plan
8. Lighting Plan
9. Detail Sheet

As set forth above and as depicted on the enclosed plans, the minor modifications are consistent with the basic concepts of the approved site plan. Therefore, we respectfully request your office's approval of the enclosed amended site plans.

Thank you for your time and cooperation in this matter. If you have any questions, please feel free to contact me.

Very truly yours,

FORCHELLI DEEGAN TERRANA LLP

By:

  
JUDY LYNN SIMONCIC

JLS:rer  
Enclosures

cc: 24 Hour Fitness USA, Inc.  
Bohler Engineering

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW AMENDING CHAPTER 168 - PARKS & RECREATION, SECTION 168-19, ANIMALS, OF THE CODE OF THE TOWN 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 September 17, 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 September 6, 2019, recommended a 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 Assessment Form, Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that 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

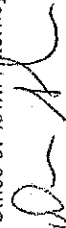
RESOLVED, That said Local Law 5 -2019, entitled "A LOCAL LAW AMENDING CHAPTER 168 - PARKS & RECREATION, SECTION 168-19, ANIMALS, OF THE CODE OF THE TOWN OF OYSTER BAY", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

#-

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

7/15  
Reviewed By  
Office of Town Attorney  


WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW AMENDING CHAPTER 205 – STREETS AND SIDEWALKS, ARTICLE II, SIDEWALKS, CURBS AND GUTTERS, SECTION 205-11, APPLICATION AND ISSUANCE OF PERMIT, OF THE TOWN CODE OF THE TOWN 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 September 17, 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 September 6, 2019, recommended a 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 Assessment Form, Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that 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, That said Local Law 6 -2019, entitled "A LOCAL LAW AMENDING CHAPTER 205 – STREETS AND SIDEWALKS, ARTICLE II, SIDEWALKS, CURBS AND GUTTERS, SECTION 205-11, APPLICATION AND ISSUANCE OF PERMIT, OF THE TOWN CODE OF THE TOWN OF OYSTER BAY", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

—#—

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]*

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND CHAPTER 103 – DOGS AND OTHER ANIMALS, OF THE TOWN CODE OF THE TOWN 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 August 20, 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 September 6, 2019, recommended a 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 Assessment Form, Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that 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, That said Local Law 7 -2019, entitled "A LOCAL LAW TO AMEND CHAPTER 103 – DOGS AND OTHER ANIMALS, OF THE TOWN CODE OF THE TOWN OF OYSTER BAY", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

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

WHEREAS, Joseph Nocella, Town Attorney and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated September 5, 2019, advised that Wilson Construction Company seeks the use and occupancy of a 2.5 acre unutilized parcel of property located at the at the Town's Department of Public Works Complex in Syosset, New York, pursuant to the attached license agreement, for the storage and staging area in connection with their contract with The Long Island Rail Road and PSE&G involving the replacement of outdated poles; and

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

WHEREAS, the proposed use of the premises and the terms of the License Agreement are consistent with other current use and possession agreements; and

WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney by said memorandum recommend that the Town enter into a license agreement with Wilson Construction Company for the use and occupancy of an unutilized 2.5 acre portion of the Town's Department of Public Works Complex in Syosset, New York, for a six (6) month period, beginning October 1, 2019 through and including March 31, 2020, for a monthly license fee of \$11,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and the Supervisor or his designee is authorized to enter into a license agreement with Wilson Construction Company for the use and occupancy of an unutilized 2.5 acre portion of the Town's Department of Public Works Complex in Syosset, New York, for a six (6) month period, beginning October 1, 2019 through and including March 31, 2020, for a monthly license fee of \$11,000.00.

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	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** : SEPTEMBER 5, 2019  
**SUBJECT:** LICENSE AGREEMENT BETWEEN THE TOWN OF OYSTER BAY AND  
WILSON CONSTRUCTION COMPANY FOR  
USE OF PROPERTY AT TOWN DPW COMPLEX, SYOSSET, NEW YORK

---

Wilson Construction Company, 1190 NW Third Ave, Canby, Oregon 97013, has requested permission to use and occupy an unutilized 2.5 acre portion of the Town's Department of Public Works Complex in Syosset, New York, for the storage and staging area in connection with their contract with the Long Island Rail Road and PSE&G involving the replacement of outdated poles. Wilson Construction Company is desirous of entering into a license agreement with the Town for a six (6) month period, beginning October 1, 2019 through and including March 31, 2020, for a monthly license fee of \$11,000.00.

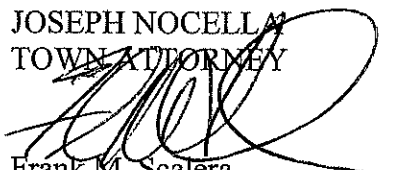
Inasmuch as the approximately 2.5 acre parcel is not currently being utilized by the Town, it is recommended that the Town enter into a license agreement with Wilson Construction Company.

Annexed hereto is the license agreement setting forth the terms and conditions consistent with the Town's other current use and possession agreements.

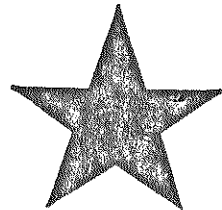
Attached find a resolution for the foregoing request.

Kindly suspend the rules and add this matter to the September 17, 2019 Town Board calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Frank M. Scalera  
Chief Deputy Town Attorney

FMS:mek  
Town Attorney (w/9 copies)



**TOWN OF OYSTER BAY  
LICENSE AGREEMENT**

**DATED:** This license agreement ("License Agreement") is dated as of October 1, 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

**WILSON CONSTRUCTION COMPANY.**, a domestic corporation, having a principal place of business at 1190 N.W. Third Avenue, Canby, OR, 97013, hereinafter referred to as the "Licensee".

**LICENSED**

**PREMISES:** Approximately 2.5 acres of Town owned property located at and being part of the DPW Facility at 150 Miller Place, Syosset, N.Y., which parcel is more specifically described in Schedule A attached hereto and made part hereof (interchangeably referred to herein as the "Licensed Premises" or the "Premises"), and which parcel is part of the Town owned land shown on the Tax map of Nassau County.

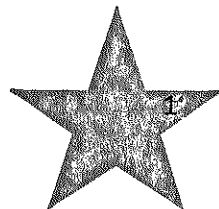
**WITNESSETH:**

WHEREAS, Licensee has requested permission to occupy and possess the Premises pursuant to a license for the storage of equipment and materials in connection with the work to be performed in furtherance of their contract to replace poles with PSE&G AND THE LONG ISLAND RAILROAD; and

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

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

WHEREAS, by Resolution No. -2019, adopted September 17, 2019, the Town Board of the Town of Oyster Bay accepted and approved the Licensee's request and authorized and directed the Town

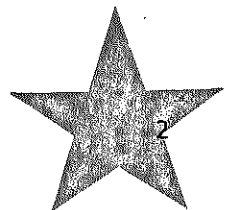




Supervisor to execute a license agreement with the Licensee for the Premises at part of the DPW Complex, subject to the approval of said license agreement by the Town Attorney.

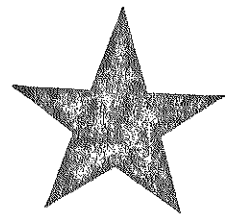
NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **License/Use of Premises.** Permission by the Town is hereby granted to the Licensee to have possession, occupancy and use of the Premises (which, as previously set forth, is more particularly described in Schedule A attached hereto) by license (this "License") during the Term (as hereinafter defined), subject, at all times to the Town's right to terminate this License Agreement, and the aforementioned License upon the conditions set forth in paragraph 4 hereof. The Licensee shall utilize the Licensed Premises for the storage of equipment and materials relating to with the work to be performed in furtherance of the Pole replacement for the easement between LIPA and the Long Island Railroad and for no other purposes. At all times, the Licensee shall further limit its use and occupancy of the Licensed Premises to those uses and activities as are permitted by law and in accordance with paragraph 14 hereof.
2. **Term.** The term of the license (the "Term") herein shall be for a period of Six (6) months from and including the commencement date of October 1, 2019 through and including March 31, 2020 subject to the terms and conditions set forth in paragraphs 4, 14 and other applicable provisions of this License Agreement.
3. **License Fee.**
  - (a) **Initial Base License Fee.** Through March 31, 2020, the annual license fee (hereinafter "License Fee") shall be computed on the following basis. The Licensed Premises comprises 2.5 acres, which results in a rental equal to \$11,000 per month. Such License Fee and all License Fees shall be payable by Licensee to the Town monthly, in advance, and in any event, within the first ten (10) days of any calendar month.





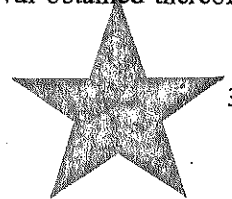
SCHEDULE A



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

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

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

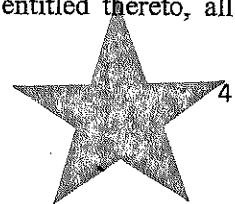


In addition, site drainage on the Premises will be the sole responsibility of the Licensee. Any material changes in the use of the Premises shall be subject to the approval of the Town which approval may be denied for any or no reason. Any proposed structures or improvements, at the discretion of the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

**6. Transcription to and from Licensed Premises.** Licensee, covenants, represents and warrants to the Town that at all times that it is in possession of and/or utilizing the Premises, all trucks and any other large commercial vehicles and equipment leaving the Licensed Premises and intending to proceed to the South heading towards Miller Place and the Long Island Expressway Service Road, These covenants shall apply in reverse, that is, whether such vehicles are departing from or travelling to the Licensed Premises. Accordingly, this route shall also apply to all truck coming to the premises from the north. The intention of this provision is to prohibit all truck traffic using the Licensed Premises from travelling (whether incoming or outgoing) over that section of The DPW Site and the entrance to the Licensed Premises. This provision is a material inducement for the Town to enter into this License Agreement and a violation 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.

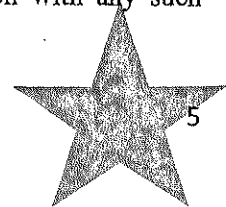
**7. Licensee Responsible for Expenses/Costs/Taxes Concerning Premises.**

**(a) Licensee Responsible for all Costs and Expenses Pertaining to Premises.** Licensee shall be obligated to pay any and all costs and expenses of any nature relating or pertaining to the Licensed Premises. Without limitation, Licensee shall pay to the parties respectively entitled thereto, all



impositions, insurance premiums, operating charges, maintenance charges, construction costs, taxes, assessments, utilities and any and all other charges, costs and expenses which arise 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 of 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, prorated 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

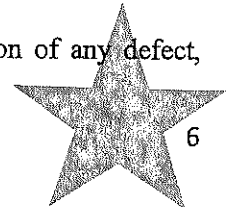


contest and Taxes, generally. The Town's cooperation in connection with any such contest and Licensee's right to challenge any of the Taxes are conditioned upon such indemnification by Licensee and the prompt payment to Town upon demand of all its costs and expenses relating thereto (including, without 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.

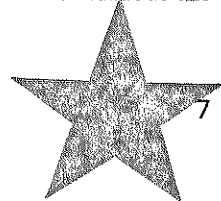
8. **Condition of Licensed Premises at End of Term.** Upon the expiration of Term or the date of cancellation of the License under Paragraph 4 or 14 or otherwise, as the case may be, the Licensed Premises shall be returned to the Town, free and clear of any waste and debris, and free and clear of all of Licensee's personal property, and in good and sanitary condition and free and clear of all liens and encumbrances; and upon the written request of the Town at any time prior to or after the Term or expiration of the License herein, the Licensee shall, at its own cost and expense, restore and rehabilitate said land and appurtenances thereon to its original condition, all to the reasonable satisfaction of the Commissioner of Public Works of the Town, or his duly appointed representative, and his opinion and directives shall be binding upon the respective parties hereto. However, the existing improvements and fixtures upon the Licensed Premises shall remain undisturbed and in good condition by the Licensee unless the Town shall require such improvements to be removed and/or lawfully demolished, The requirement to surrender the Licensed Premises in accordance with the terms hereof shall survive the termination of this agreement.

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 or 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.

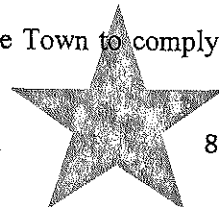
10. **Modification/Assignment.** This Agreement may be modified from time to time by Agreement, in writing, duly executed by the parties. Oral modifications are ineffective to bind the Town. Licensee may not assign, or otherwise transfer, all or any part of its interest in this agreement or in the Premises without the prior written consent of the Town, which may be withheld for any reason or no reason without any liability to the Town. Licensee may not sub-license the Licensed Premises without the



written permission of the Town which permission may be withheld for any or no reason without any liability to the Town. The permission of the Town granting the use of said Licensed Premises is made only to the Licensee, and may not, without the express written consent of the Town, be transferred or assigned to any other firm or person.

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, \$2,000,000.00 in the aggregate, 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. 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

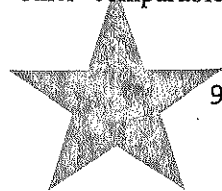




with law. Licensee shall promptly comply with every law, statute, rule, ordinance, regulation, and notice of any municipal, county, state, federal or other authority having jurisdiction of the Licensed and pertaining to such Premises and shall promptly correct and/or cure any and all violations imposed 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 the License Fee or any other sums due the Town or any other cost for which it is responsible hereunder within ten (10) days of written demand; or (ii) if there is any other breach of any other term, covenant and/or condition of this License Agreement by the Licensee, the Town may terminate this License Agreement (resulting in an expiration of the Term and the License granted herein) upon only five (5) days' written notice. This termination provision is in addition to the right of the Town to terminate the License under paragraph 4 hereof and any and all other rights the Town may have under the law. In addition, the Town retains and reserves any and all rights and remedies with respect to this License Agreement and the Licensed Premises. In the event that the Licensee shall fail to pay any sums due the Town when due under this agreement, then without limitation of the forgoing, upon demand of the Town, the Licensee shall pay interest on the amounts not paid at the rate of ten (10%) percent per annum from the date of such demand. If the Licensee holdovers and remains in occupancy after the expiration of the License herein, the Licensee shall pay twice the License Fee during such period of impermissible occupancy, which fee is agreed to be reasonable under those circumstances and the payment thereof shall in no way limit, delay or impair the right of the Town to lawfully remove the Licensee from the Licensed Premises.

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:

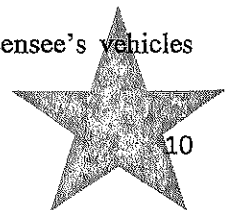
TOWN OF OYSTER BAY  
Town Hall  
54 Audrey Avenue  
Oyster Bay, New York 11771  
Attention: Town Attorney

If to Licensee:

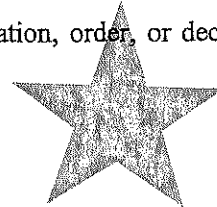
Wilson Construction Company  
1190 N.W. Third Avenue  
Canby, OR, 97013  
Attention: Rueben West

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

15. **Environmental Covenant and Indemnity.** During Licensee's occupation and possession of the Licensed Premises, it shall keep the Licensed Premises free from the introduction and release of Hazardous Materials (as hereinafter defined). During the Term and thereafter, the Licensee hereby indemnifies and holds the Town harmless from and against the presence of any and all Hazardous Substances entering or released upon the Licensed Premises as of the commencement date of this License Agreement, by the Licensee and its agents, invitees, guests, representatives or anyone entering the Licensed Premises (whether or not on Licensee's behalf) (and during any extensions or holdovers thereof), including without limitation, from and in connection with Licensee's vehicles



and/or equipment or operations. Licensee covenants that the Premises shall, as of the commencement date hereof, not be used to generate, manufacture, refine Hazardous Materials, and Licensee shall not cause or permit a release of Hazardous Materials onto the Premises or onto any other neighboring property or suffer the presence of Hazardous Materials on the Premises. Licensee may, however, lawfully operate and store its equipment and vehicles on the Licensed Premises in a safe and sanitary manner, notwithstanding the fact that such vehicles and equipment utilize petroleum products. Reasonable care shall be taken by the Licensee, however, to safeguard the Licensed Premises from the release of Hazardous Materials in and around the Licensed Premises. Without limitation, Licensee shall comply with, and ensure compliance by all occupants or the Premises with, all applicable federal, state and local laws, ordinances, rules or regulations, with respect to Hazardous Materials, and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. The term "Hazardous Materials" as used in this License Agreement shall include, without limitations, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance, the use of which is restricted, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation. The Licensee hereby indemnifies the Town and agrees to hold the Town harmless from and against any and every kind whatsoever (including reasonable attorneys' fees) paid, incurred, or suffered by or asserted against the Town at any time for, with respect to, or as a direct result of (i) the introduction during the Term on or under the Premises of Hazardous Materials or (ii) the escape, seepage, leakage, spillage, discharge, emission, or release from the Premises, or into or upon any affected land, or any related or nearby or affected atmosphere, or any affected watercourse, body of water, or wetland at any time during Licensee's occupancy, use, or possession of the Licensed Premises, of any Hazardous Materials ( introduced to the Licensed Premises during the Term or any period of Licensee's occupancy thereof) or (ii) Licensee's non-compliance with respect to any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree

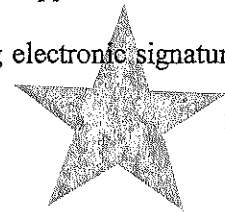


regulating to, or imposing liability or standards of conduct concerning any Hazardous Materials. The Licensee fully understands that this paragraph is a material inducement to the Town making this License Agreement. The obligations and liabilities of Licensee under this paragraph shall survive the expiration of the Term and termination of this License Agreement.

**16. Indemnification of the Town by the Licensee/Assumption of Risk.** The Licensee agrees that the Town shall be free from all liabilities and claims for damages and/or suits for and by reason of any injury or loss to any person or property of any kind whatsoever on or in connection with the Licensed Premises from any cause or causes whatsoever from the date of Licensee's occupancy of the Premises. Licensee covenants and agrees to indemnify and save harmless the Town from any and all liabilities, charges, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising or pertaining with respect to or in connection with the Licensee's use, operation and/or occupancy of the Licensed Premises during the Term and with respect to anything pertaining to the Premises during Licensee's use and occupancy thereof. The Licensee assumes all risks in the operation of the Licensed Premises and agrees to comply with all federal, state, and local law and regulations, including without limitation, all municipal rules, regulations and ordinances of the Town, which in any way related to the Licensed Premises.

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

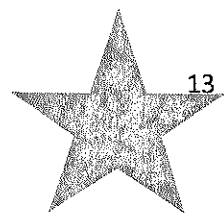
**18. Entire Agreement/Counterparts/Electronic Signatures.** It is understood and agreed that this License Agreement embodies the entire understanding of the parties with regard to the Licensed Premises, and may not be extended or modified except in writing, and subscribed by both parties hereto. This 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.

19. **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.
20. **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.
21. **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.

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22. **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.

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

**TOWN OF OYSTER BAY**

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Supervisor

**WILSON CONSTRUCTION COMPANY.**

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President

REVIEWED:

A handwritten signature in black ink, appearing to be 'H. M. L.', is written over a horizontal line.

Deputy Town Attorney ,

Reviewed By  
Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 16, 2019, requested Town Board authorization to employ the services of The Landtek Group, Inc., for replacement of the Challenger Field artificial turf at John J. Burns Park, Massapequa, in an amount not to exceed \$38,767.00; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Department of Parks will be utilizing Nassau County Contract General Requirements Contract No. H66302, which has a stipulation that allows for use by other political subdivisions; and

WHEREAS, Commissioner Pinto requested that the Office of the Comptroller issue an encumbrance order in the amount of \$38,767.00, to The Landtek Group, Inc., and advised that funds for payment of the aforementioned services in the amount of \$38,767.00, are available in Account No. PKS-H-7197-20000-000-1802-001, and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and The Landtek Group, Inc., shall proceed with the replacement of the artificial turf on the Challenger Field at John J. Burns Park, Massapequa; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, to The Landtek Group, Inc., in an amount not to exceed \$38,767.00, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. PKS-H-7197-20000-000-1802-001.

#

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

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

WHEREAS, Richard W. Lenz, Commissioner, Department of Public Works/Highways, by memorandum dated September 16, 2019, requested and recommended Town Board authorization to accept a donation of walkway repairs at Thomas Park, Locust Valley, by the Matinecock Neighborhood Association, with work to be performed by the Melfi Group Contracting Corp.; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, advised that the value of the donation is \$8,000.00, and confirmed that all necessary insurance has been obtained,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are approved, and the Town Board hereby authorizes the acceptance of the donation as set forth hereinabove.

#

7/15  
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