

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

ITEM NO.	DEPT.	AMOUNT	FROM
070-19	HWY	\$4,800.00	HWY ST 5650 42200 000 0000
		\$4,800.00	TO HWY ST 5650 46300 000 0000
071-19	HWY	\$1,500.00	FROM HWY DB 5110 44900 000 0000
		\$1,500.00	TO HWY DB 5110 25000 000 0000
	HWY	\$2,000.00	FROM HWY ST 5650 46300 000 0000
		\$2,000.00	TO HWY ST 5650 25000 000 0000
072-19	CYS	\$15,000.00	FROM CYS A 7020 47660 000 0000
		\$15,000.00	TO CYS A 7020 21000 000 0000
073-19	PKS	\$1,766.29	FROM PKS A 7110 46300 000 0000
		\$1,766.29	TO PKS A 7110 46340 000 0000
	PKS	\$1,950.00	FROM PKS A 7110 44930 000 0000
		\$1,950.00	TO PKS A 7110 47900 000 0000
074-19	HWY	\$300.00	FROM HWY DB 5110 41790 000 0000
		\$300.00	TO HWY DB 5110 25000 000 0000

Reviewed By
Office of Town Attorney



Resolution No. TF-16-2019

075-19	DER	\$500.00	FROM HWY DB 5110 41790 000 0000
		\$500.00	TO HWY DB 5110 25000 000 0000
076-19	HWY	\$11,000.00	FROM HWY DB 5110 12000 000 0000
		\$11,000.00	TO HWY DB 5110 41710 000 0000
077-19	DGS	\$35,000.00	FROM DGS A 1620 41310 000 0000
		\$35,000.00	TO DGS A 1620 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	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

2A

TOWN OF OYSTER BAY
Inter-Departmental Memo

September 9, 2019

TO: MEMORANDUM DOCKET

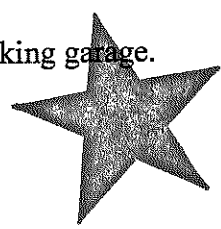
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

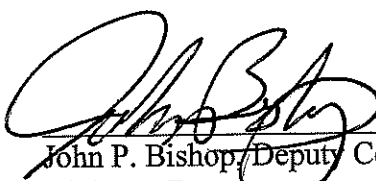
SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> HWY ST 5650 42200 000 0000	LIGHT, POWER & WATER	\$4,800.00
<u>To:</u> HWY ST 5650 46300 000 0000	BUILDING, PROPERTY MAINT.	\$4,800.00

This transfer is needed to repair the sprinkler system at the Hicksville parking garage.





John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

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

2B

TOWN OF OYSTER BAY
Inter-Departmental Memo

September 9, 2019

TO: MEMORANDUM DOCKET

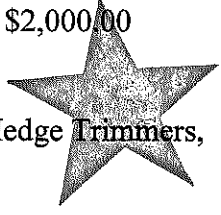
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> HWY DB 5110 44900 000 0000	OTHER CONTRACTS	\$1,500.00
<u>To:</u> HWY DB 5110 25000 000 0000	EQUIPMENT	\$1,500.00
<u>From:</u> HWY ST 5650 46300 000 0000	BLDG, PROPERTY MAINT.	\$2,000.00
<u>To:</u> HWY ST 5650 25000 000 0000	EQUIPMENT	\$2,000.00

This transfer is needed to purchase six (6) Weed Whackers, three (3) Hedge Trimmers, three (3) Back Pack Blowers, and three (3) Pole Saws.





John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

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

2A

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

September 19, 2019

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

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

From:	CYS A 7020 47660 000 0000	Special Events	\$ 15,000.00
To:	CYS A 7020 21000 000 0000	Furniture	\$ 15,000.00

The transfer will accommodate the cost of the Department's Furniture needs through December 31, 2019.


Maureen A. Fitzgerald
Commissioner

MAF:iw
cc: Town Attorney (Original +9 copies)

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TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: September 20, 2019

SUBJECT: 2019 Transfer of Funds

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

FROM:		
PKS-A-7110-46300-000-0000	Building, Property Maintenance	\$1,766.29
PKS-A-7110-44930-000-0000	Bus Services	\$1,950.00
TO:		
PKS-A-7110-46340-000-0000	Tank Test and Permit Fees	\$1,766.29
PKS-A-7110-47900-000-0000	Other Expenses	\$1,950.00

This transfer is being requested to provide funds necessary for Tank Tests and Permit Fees and Other Expenses.



Joseph G. Pinto
Commissioner



JGP:dim
cc: Town Attorney (+ 9 copies)

2C

TOWN OF OYSTER BAY
Inter-Departmental Memo

September 20, 2019

TO: MEMORANDUM DOCKET

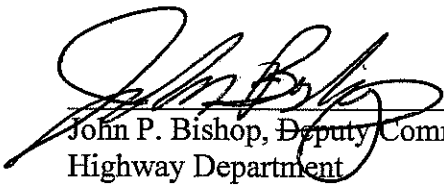
**FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT**

SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

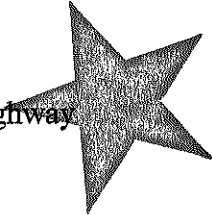
Account No.	Object Description	Amount
<u>From:</u> HWY DB 5110 41790 000 0000	CEMENT	\$300.00
<u>To:</u> HWY DB 5110 25000 000 0000	EQUIPMENT	\$300.00

This transfer is necessary to purchase one (1) commercial upright vacuum.


John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

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



2D
Town of Oyster Bay

Inter-Departmental Memo

September 23, 2019

TO: Memorandum Docket
FROM: Laurie Scarpa, Deputy Commissioner
Department of Environmental Resources/Animal Shelter
SUBJECT: Transfer of Funds

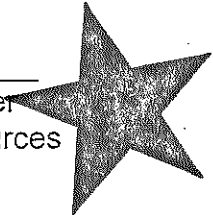
The Department of Environmental Resources requests Town Board authorization to transfer the following funds:

From:	DER A 3510 41400 000 0000	Uniforms	\$500.00
To:	DER A 3510 46100 000 0000	Equipment Maintenance	\$500.00

This transfer is necessary to cover expenses related to repairs for the washing machine at the Animal Shelter.



Laurie Scarpa, Deputy Commissioner
Department of Environmental Resources



LS/tml
CC: Town Attorney (Original + 9 copies)
Steven Ballas, Comptroller

Der file no. G500
Docket memo transfer of funds for Animal Shelter Washer Repairs September 2019 .doc

2E

TOWN OF OYSTER BAY
Inter-Departmental Memo

September 20, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

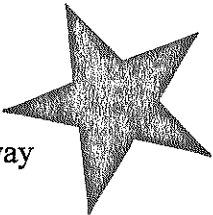
Account No.	Object Description	Amount
<u>From:</u> HWY DB 5110 12000 000 0000	SALARIES PART TIME	\$11,000.00
<u>To:</u> HWY DB 5110 41710 000 0000	SIGN SUPPLES	\$11,000.00

This transfer is necessary to purchase supplies needed for street signs.


John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

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



INTER – DEPARTMENTAL MEMO

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

The following transfer is respectfully requested:

FROM: DGS A 1620 41310 000 0000 PRINTING SUPPLIES \$35,000.00

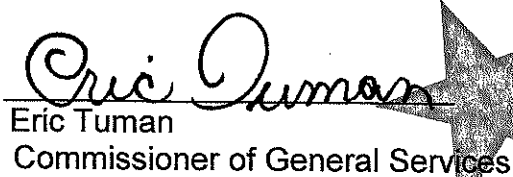
TOTAL \$35,000.00

TO: DGS A 1620 44900 000 0000 OTHER CONTRACTS \$35,000.00

TOTAL \$35,000.00

JUSTIFICATION: TRANSFER OF FUNDS NEEDED TO COVER THE SHORTAGE
OF AVAILABLE FUNDS FOR LAST QUARTER OF
CONTRACTED SERVICES

Town Board approval is respectfully requested.


Eric Tuman
Commissioner of General Services

ET/nl
cc: Town Attorney +9 Copies

WHEREAS, Joseph S. Saladino, Supervisor, and Gregory W. Carman, Deputy Supervisor, by memorandum dated September 24, 2019, advised that the Rosh Hashanah holiday is being observed on Tuesday, October 1, 2019, the date that a Town Board meeting was scheduled to be held at 10:00 am, and requested that the Town Board meeting be rescheduled from that date to Thursday, October 3, 2019, at 10:00 am, to be held at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771; and

WHEREAS, Public Notice of the time and place of the rescheduled meeting was distributed to the media on Tuesday, September 24, 2019, and was posted on the Town's website and bulletin boards,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board ratifies and approves the action of the Town Board in rescheduling the Town Board meeting originally scheduled for October 1, 2019 at 10:00 am to October 3, 2019, at 10:00 am, to be held at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771.

-#-

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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

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

TO: MEMORANDUM DOCKET

FROM: Office of the Supervisor

DATE: September 24, 2019

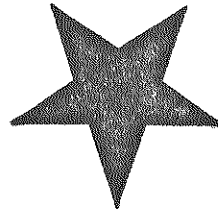
SUBJECT: October 1, 2019 Board Meeting

Due to the Rosh Hashanah Holiday being observed on Tuesday, October 1, 2019, it is respectfully requested that the Town Board Meeting be rescheduled from said date to Thursday, October 3, 2019. Said meeting shall commence at 10:00 a.m.

JOSEPH S. SALADINO
TOWN SUPERVISOR


GREGORY W. CARMAN, JR.
DEPUTY TOWN SUPERVISOR

GWC:esk



WHEREAS, Dorothy D'Amico has requested to donate a memorial plaque for an existing bench located at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Martin C. D'Amico; 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 September 3, 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 Dorothy D'Amico 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 Martin C. D'Amico.

-#-

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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

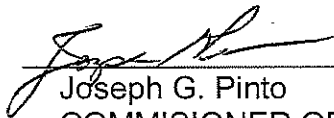
SUBJECT: Memorial Plaque

DATE: September 3, 2019

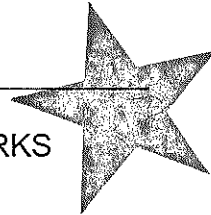
The Department of Parks has received a request from Dorothy D'Amico (letter attached) requesting to donate a memorial plaque to be placed on an existing bench at Theodore Roosevelt Memorial Park and Beach in memory of Martin C. D'Amico.

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

The plaque will be purchased by Dorothy D'Amico 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 Dorothy D'Amico. 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: Dorothy Damico <dorothy.damico2@verizon.net>
Sent: Tuesday, September 03, 2019 12:13 PM
To: Diann Codispodo
Cc: cseajane96@gmail.com
Subject: Re: Memorial Bench

Hello Diane,

Please accept this email as a revised request for a memorial bench for Martin C. D'Amico at Theodore Roosevelt Beach Park.

I would like to request an existing bench with an 8X6 plaque for \$380.
Hopefully, the bench we selected is available.
The bench and plaque are in honor of
Martin C. D'Amico.
The donors are the D'Amico family.

Hopefully, this request will be in time for the Sept. 17 board meeting.
If you have any questions I can be reached on 516 316-8070.

Thank you.
Dorothy D'Amico

Sent from my iPhone

On Sep 3, 2019, at 8:30 AM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

"Good morning, that's no problem but you will need to email me another request letter with the correct size you want, I will start working on the paperwork so just get it to me asap so hopefully it will get to town board by the 17th.

Have a great day,

Diann

From: Dorothy Damico [<mailto:dorothy.damico2@verizon.net>]

Sent: Sunday, September 01, 2019 2:47 PM

To: Diann Codispodo

Cc: avonwjane@aol.com

Subject: Fwd: Memorial Bench

Dear Diane,

I'm sorry, but we've decided that the larger plaque is necessary. Can you please change the request to an 8X6 sized plaque?

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated September 4, 2019, has requested that the Town Board authorize the Town to enter into a Contract Agreement with Nassau County for the Town's 45th Community Development Program Year (2019-2020), for a block grant, in the total amount of \$1,000,000, to be allocated as follows:

Administration	\$ 135,000.00
Residential Rehabilitation	\$ 494,000.00
Public Housing Modernization	\$ 80,000.00
PF&I-Street Improvements-Hicksville	\$ 200,000.00
Grenville Baker Boys & Girls Club	\$ 8,200.00
Doubleday Babcock Senior Center	\$ 13,000.00
Boys & Girls Club of Oyster Bay/E. Norwich	\$ 12,000.00
Hicksville Teenage Council Boys & Girls Club	\$ 13,250.00
VFW William M. Gouse, Jr., Post #3211	\$ 4,000.00
Greater Long Island Running Club	\$ 5,000.00
Plainedge Senior Citizens	\$ 4,000.00
YES Community Counseling Center	\$ 23,550.00
Island Harvest	\$ 8,000.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor or his designee is hereby authorized to execute a Contract Agreement with Nassau County for the Town's 45th Community Development Program Year (2019-2020), for a block grant, in the total amount of \$1,000,000, with said monies being allocated as hereinabove set forth; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment in distribution of same as set forth hereinabove, upon presentation of a duly certified claim, after audit.

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
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: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

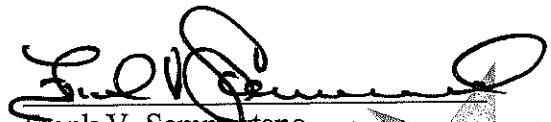
DATE: September 4, 2019

SUBJECT: Community Development
Contract Agreement
45th Program Year

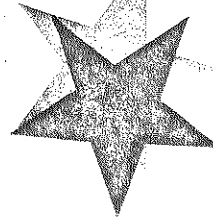
The Town of Oyster Bay's Community Development Block Grant Funds for fiscal year 2019-2020 45th Program Year is for the amount of \$1,000,000.00 and is allocated as follows:

Administration	\$	135,000.00
Residential Rehabilitation	\$	494,000.00
Public Housing Modernization	\$	80,000.00
PF&I-Street Improvements-Hicksville	\$	200,000.00
Grenville Baker Boys & Girls Club	\$	8,200.00
Doubleday Babcock Senior Center	\$	13,000.00
Boys & Girls Club of Oyster Bay/E. Norwich	\$	12,000.00
Hicksville Teenage Council Boys & Girls Club	\$	13,250.00
VFW William M. Gouse, Jr., Post #3211	\$	4,000.00
Greater Long Island Running Club	\$	5,000.00
Plainedge Senior Citizens	\$	4,000.00
YES Community Counseling Center	\$	23,550.00
Island Harvest	\$	8,000.00

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into a Contract Agreement for the Forty Fifth Program Year (2019-2020) with Nassau County. Said Agreement has been forwarded to the Town Attorney's Office for review, and a copy of the proposed Agreement is attached.


Frank V. Sammartano
Commissioner

FVS/PA
cc: Town Attorney W/9 copies



WHEREAS, the Town Board has reviewed the Tentative Budget heretofore filed for the Fiscal Year 2020,

NOW, THEREFORE, BE IT RESOLVED, That this Town Board does hereby approve the said Tentative Budget, as modified, including the estimates for all special improvement districts, as the Preliminary Budget of this Town for the Fiscal Year beginning on January 1, 2020; and be it further

RESOLVED, That such Preliminary Budget shall be filed in the Office of the Town Clerk where it shall be available for inspection by any interested person at all reasonable hours; and be it further

RESOLVED, That this Board shall meet at 10:00 a.m., prevailing time, on the 22nd day of October, 2019, for the purpose of holding a public hearing upon such Preliminary Budget, and upon hearing all persons who shall appear at that time that such meeting be continued at 7:00 p.m., on the same date, for the purpose of hearing such additional persons who shall desire to be heard; and be it further

RESOLVED, That the Town Clerk shall give notice of such Public Hearing in the newspapers of general circulation within the Town of Oyster Bay, as follows:

NOTICE UPON HEARING OF PRELIMINARY BUDGET

NOTICE IS HEREBY GIVEN, That the Preliminary Budget of the Town of Oyster Bay, including estimates for all special improvement districts, for the Fiscal Year beginning January 1, 2020, has been completed and filed in the Office of the Town Clerk at Oyster Bay, New York, where it is available for inspection by any interested person during normal business hours.

FURTHER NOTICE IS HEREBY GIVEN, That the Town Board of the Town of Oyster Bay will meet and review said Preliminary Budget and hold a public hearing thereon at Town Hall, Oyster Bay, New York at 10:00 a.m., prevailing time, on the 22nd day of October, 2019, and, at such hearing, any person may be heard in favor, or in opposition of, any item or items contained therein, and upon hearing all persons who shall appear at that time, such hearing shall be continued at 7:00 p.m., on the same date, for the purpose of hearing such additional persons who shall desire to be heard. Pursuant to the provisions of the Town Law, the salaries of the Town Officers are as follows: Town Supervisor - \$140,000.00; Town Board Members (6) - \$57,500.00 each; Town Clerk - \$102,000.00, **TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH S. SALADINO, Town Supervisor. JAMES ALTADONNA, JR., Town Clerk.**

Dated: October 3, 2019, Oyster Bay, New York.

-#-

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	Abstain
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

Reviewed By
Office of Town Attorney
[Signature]

NOTICE UPON HEARING OF PRELIMINARY BUDGET

NOTICE IS HEREBY GIVEN, That the Preliminary Budget of the Town of Oyster Bay, including estimates for all special improvement districts, for the Fiscal Year beginning January 1, 2020, has been completed and filed in the Office of the Town Clerk at Oyster Bay, New York, where it is available for inspection by any interested person during normal business hours.

FURTHER NOTICE IS HEREBY GIVEN, That the Town Board of the Town of Oyster Bay will meet and review said Preliminary Budget and hold a public hearing thereon at Town Hall, Oyster Bay, New York at 10:00 a.m., prevailing time, on the 22nd day of October, 2019, and, at such hearing, any person may be heard in favor, or in opposition of, any item or items contained therein, and upon hearing all persons who shall appear at that time, such hearing shall be continued at 7:00 p.m., on the same date, for the purpose of hearing such additional persons who shall desire to be heard. Pursuant to the provisions of the Town Law, the salaries of the Town Officers are, as follows: Town Supervisor - \$140,000.00; Town Board Members (6) - \$57,500.00 each; Town Clerk - \$102,000.00, **TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH S. SALADINO**, Town Supervisor. **JAMES ALTADONNA, JR.**, Town Clerk.

Dated: October 3, 2019, Oyster Bay, New York.

-#-

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TOWN OF OYSTER BAY
Inter-Office Memorandum

September 6, 2019

RECEIVED
2019 SEP 6 AM 11:31
TOWN OF OYSTER BAY
LEGISLATIVE AFFAIRS

TO: MEMORANDUM DOCKET

FROM: SHEILA TARNOWSKI
DIRECTOR – LEGISLATIVE AFFAIRS

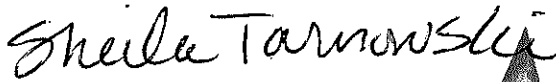
THRU: OFFICE OF THE TOWN ATTORNEY


SUBJECT: PRELIMINARY BUDGET OF THE TOWN OF OYSTER BAY
FOR THE YEAR 2020

Reference is made to the above referenced subject matter.

In compliance with Section 12-5 of the Code of the Town of Oyster Bay, it is respectfully requested that the Town Board adopt the 2020 PRELIMINARY BUDGET, by resolution, at its meeting of October 1, 2019, and direct the Town Clerk to advertise a Notice of a Public Hearing on said Preliminary Budget for Tuesday, October 22, 2019, at 10:00 a.m. and 7:00 p.m. that day.

JOSEPH NOCELLA
TOWN ATTORNEY


SHEILA TARNOWSKI
DIRECTOR - LEGISLATIVE AFFAIRS



cc: Town Attorney w/9 copies

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated September 9, 2019, have advised that the Office of the Town Attorney solicited proposals for appellate printing services pursuant to a request for proposals; and

WHEREAS, the request for proposals ("RFP") was issued directly to five (5) firms having experience in the printing field and was also posted to the Town website, which resulted in the receipt of one (1) response prior to the deadline for proposals; and

WHEREAS, following a review of the responses in accordance with all of the terms of the Town's Procurement Policy, the Office of the Town Attorney advised that the Procurement Policy was satisfied and recommended that the Town Board authorize Dick Bailey Service, Inc., 5202 Third Avenue, 2nd Floor, Brooklyn, New York to provide the Town with appellate printing services.

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and Dick Bailey Service, Inc. is hereby authorized to provide appellate printing services to the Town, for a one (1) year term commencing on October 1, 2019 and concluding on September 30, 2020, with two (2) one-year extension options, and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment in accordance with the rate sheets provided by Dick Bailey Service, Inc., in a total amount not to exceed \$15,000.00, for expenses incurred in connection with the appellate printing services to be rendered under the terms of the RFP, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

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Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : September 9, 2019
SUBJECT: RFP Award – Appellate Printers

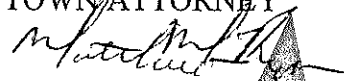
On July 25, 2019, this Office released a Request for Proposals for Appellate Printing Services (the “RFP”). Pursuant to the provisions of the Procurement Policy, the RFP was sent to five (5) firms known to provide such printing services and it was also posted to the Town’s website. Notwithstanding efforts to obtain at least three responses, one (1) response was received prior to the deadline established in the RFP. However, because adequate efforts were made to obtain three proposals, it is this Office’s opinion that, pursuant to Guideline 7 of the Procurement Policy, there has been compliance with the Procurement Policy.

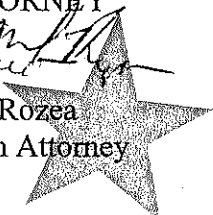
The sole proposal was received from Dick Bailey Service, Inc., 5202 Third Avenue, 2nd Floor, Brooklyn, New York. After reviewing the proposal (which is attached to this memorandum), we conclude that the proposal satisfied all of the terms and requirements of the RFP. Consequently, we recommend that the Town Board accept the proposal and authorize Dick Bailey Service, Inc. to provide appellate printing services to the Town for a one (1) year term commencing on October 1, 2019 and concluding on September 30, 2020, with two (2) one-year extension options.

Funds in an amount not to exceed \$15,000.00 are available in Account No. OTA A 1420 44110 000 0000 to satisfy costs associated with the appellate printing services contemplated under the RFP. Payment is to be made in accordance with the rate sheets provided by Dick Bailey Service, Inc.

Please place this matter on the October 1, 2019 Town Board action calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Matthew M. Rozea
Deputy Town Attorney



MMR:mmr
Attachment
Matter ID 2019-7227
cc: Town Attorney (w/9copies)

S:\Attorney\RESOS 2019\MD & RESO\MD Appellate Printing Service RFP Award.doc



Dick Bailey Service Inc
APPELLATE SERVICES

2019-7227

tel: 718.522.4363 | 800.531.2028

5202 Third Avenue, 2nd Floor | Brooklyn, NY 11220

P.O. Box 023030 | Brooklyn, NY 11202

dickbailey.com

Proposer Profile:

Dick Bailey Service, Inc. has been providing appellate services to the legal community for over 50 years. We are located in Brooklyn, New York.

Once your firm sends us the notice of appeal, we will download the documents from NYSCEF. Index the record. Prepare the table of contents and page numbers and headings. Any required subpoena, settlement and forms required are made by our competent staff.

The proof is sent electronically or printed for your review.

Once the brief is ready, you can email it to us to format and comply with all of the court's rules.

DBS will print, bind, serve, file and electronically prepare and upload the record and brief together.

DBS will also track for arguments and decisions.

Related Experience:

We have had Town Attorney accounts with The Town of Oyster Bay in the past.

We currently have accounts with the following agencies:

Town of Ramapo

Town of North Hempstead

Town of Brookhaven

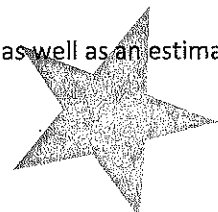
South Hampton Town Attorney

Clarkstown Town Attorney

Fee Proposal:

I'm attaching an estimate for an average AD2nd Department Appellant's Brief and Record as well as an estimate for an average Respondent's Brief.

My fees are clearly indicated on the estimates.



If you have any questions or require further information, please feel free to contact me.

Truly,

Lynne Bailey



Dick Bailey Service INC

APPELLATE SERVICES

25 Chapel Street, Suite 602
Brooklyn, New York 11201

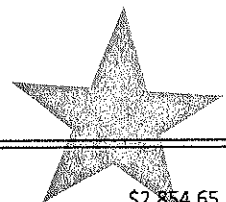
Estimate

Date	Estimate #
8/9/2019	0133_EST

Terms
Net 30

Name / Address
Attorney for Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771

Description	Qty	Rate	Total
Bid for Proposal			
Brief Pages (including formatting and printing)	25	2.99	74.75T
Preparing and Printing Covers (per volume)	1	117.75	117.75T
Perfect Wrap Around Binding	9	8.75	78.75T
Preparing Table of Contents	1	89.75	89.75T
Preparing Table of Authorities	1	89.75	89.75T
Printing Specification Statement	1	69.75	69.75T
Appellant's Brief - Appellate Division Second Department			520.50
Record/Appendix Pages	300	2.99	897.00T
Preparing and Printing Covers (per volume)	1	117.75	117.75T
Perfect Wrap Around Binding	9	8.75	78.75T
Preparing Table of Contents	2	89.75	179.50T
Preparing Statement Pursuant to CPLR 5531	1	69.75	69.75T
Preparing Certification Pursuant to 2105	1	69.75	69.75T
Page Headings	20	4.95	99.00T
Court Filing and Serving (1 party)	1	162.50	162.50T
Record on Appeal - Appellate Division Second Department			1,674.00
Bookmark and Hyperlink (Brief)	40	2.00	80.00T
E-Filing with PDF-A and OCR Compatibility (Brief)	1	60.00	60.00T
Bookmark and Hyperlink (Record/Appendix)	40	2.00	80.00T
E-Filing with PDF-A and OCR Compatibility (Rec/App) - 1 Vol	1	90.00	90.00T
Download and attach cases from Westlaw to e-brief	10	2.50	25.00T
E-Filing Services			335.00
Disbursement: Court Filing Fee Appellant's Brief & Record	1	315.00	315.00
Postage/Shipping	1	10.15	10.15



At DBS, we are committed to your success.

Subtotal	\$2,854.65
Sales Tax (0.0%)	\$0.00
Total	\$2,854.65



Dick Bailey Service INC
APPELLATE SERVICES

25 Chapel Street, Suite 602
Brooklyn, New York 11201

Estimate

Date	Estimate #
8/9/2019	0134_EST

Terms
Net 30

Name / Address
Attorney for Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771

Description	Qty	Rate	Total
Bid for Proposal			
Brief Pages (including formatting and printing)	25	2.99	74.75T
Preparing and Printing Covers (per volume)	1	117.75	117.75T
Perfect Wrap Around Binding	9	8.75	78.75T
Preparing Table of Contents	1	89.75	89.75T
Preparing Table of Authorities	1	89.75	89.75T
Printing Specification Statement	1	69.75	69.75T
Court Filing and Serving (1 party)	1	162.50	162.50T
Respondent's Brief - Appellate Division Second Department			683.00
Bookmark and Hyperlink (Brief)	40	2.00	80.00T
E-Filing with PDF-A and OCR Compatibility (Brief)	1	60.00	60.00T
Download and attach cases from Westlaw to e-brief	10	2.50	25.00T
E-Filing Services			165.00
Postage/Shipping	1	10.15	10.15

At DBS, we are committed to your success.

Subtotal	\$858.15
Sales Tax (0.0%)	\$0.00
Total	\$858.15

CONTRACT# _____ TITLE _____

**TOWN OF OYSTER BAY
DISCLOSURE QUESTIONNAIRE**

All questions on this questionnaire must be answered by an officer and any stakeholders who hold a majority or greater ownership interest in the proposer. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

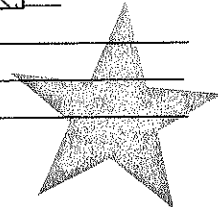
COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO
SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL
MAY BE REJECTED AS NON-RESPONSIVE AND IT MAY NOT BE CONSIDERED FOR
AWARD

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

SECTION I: GENERAL INFORMATION

1. Business name (legal name): Dick Bailey Service Inc
2. Federal Employer ID No. (FEIN): [REDACTED]
3. d/b/a – doing business as (if applicable): _____
County filed: _____
4. Website address (if applicable): www.dickbailey.com
5. Business e-mail address: appeals@dickbailey.com
6. Principal place of business address: 5202 Third Ave, 2ND FL, Bklyn NY 11200
7. Telephone number: 718-522-4363 7. Fax number: _____
8. Does the business use, or has it used in the past five (5) years, any other business name, FEIN, or d/b/a other than what is listed in questions 1-3 above? Yes ☐ No ☒
If yes, please provide details. _____

9. Authorized contact:
Name: Lynne Bailey
Title: CEO
Telephone number: 718-522-4363 Fax number: _____
E-mail: Lynne.Bailey@dickbailey.com



10. How many years has this entity been in business? 53
11. The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Other (Describe) _____

SECTION II: PRINCIPAL INFORMATION

1. Principal Name Richard Bailey
Date of birth [REDACTED] % Equity Interest in Company 50
Home address [REDACTED]
City/state/zip [REDACTED]
Telephone [REDACTED]

2. Positions held in submitting business

pres.

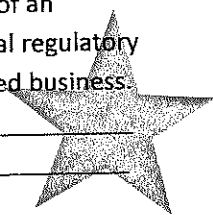
3. Within the past five years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details. _____

4. Has any governmental entity awarded any contracts to a business or organization listed in question 3 above in the past five (5) years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details. _____

SECTION III: DUE DILIGENCE QUESTIONS - TO BE COMPLETED IF CONTRACT VALUE IS \$25,000.00 OR OVER IN A 12 MONTH PERIOD.

1. Does the business possess all certifications, licenses, permits, approvals, insurance, bonds or other authorizations issued by any local, state, or federal governmental entity in connection with the proposal/project, business services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy.
YES ☒ NO ☐ If no, please provide details _____
2. Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If Yes, provide details. _____

3. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with any entity terminated? YES ☐ NO ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination.
-
-
4. On a separate document attached hereto, list all contracts that business has entered into with any municipality in the past three (3) years. Please list the names, address and contact person for the contracting entities.
5. Has the proposer, during the past five (5) years, been declared bankrupt? YES ☐ NO ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
-
6. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency?
YES ☐ NO ☒ If Yes, provide details for each such investigation. _____
-
7. In the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If Yes, provide details for each such investigation. _____
-
8. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies?
YES ☐ NO ☒ If Yes, provide details for each such investigation. _____
-
9. In the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If Yes, provide details for each such investigation. _____
-



10. Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment(if the conduct pertained to events that allegedly occurred during the time of employment):

a) Any felony charge pending? YES ☐ NO ☒ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? YES ☐ NO ☒ If Yes, provide details for each such charge. _____

c) Any violations of administrative, statutory or regulatory provisions pending?
YES ☐ NO ☒ If Yes, provide details for each such charge. _____

d) In the past ten (10) years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness.? YES ☐ NO ☒ If Yes, provide details for each such conviction.

e) In the past ten (10) years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If Yes, provide details for each such conviction. _____

f) In the past ten (10)years, been found in violation of any administrative, statutory, or regulatory provisions? YES ☐ NO ☒ If Yes, provide details for each such occurrence.

11. In the past five (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.

12. For the past five (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges? YES ☐ NO ☒ If Yes, provide details for each such year. _____

SECTION IV: CONFLICT OF INTEREST

Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

1. Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.

no conflict exists

2. Any family relationship that any employee of your firm has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.

no conflict exists

3. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.

no conflict exists



CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT PROPOSAL OR FUTURE PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard Bailey, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief. The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief; is knowledgeable about the submitting business's business and operations; understands that the Town of Oyster Bay will rely on the information supplied in this questionnaire when entering into a contract or agreement with the business; and is under duty to notify the Town of Oyster Bay of any material changes to the business's responses herein

Sworn to before me this 6 day of August 2019

Lynne Bailey
Notary Public, State of NY
No. 01BA8311579
Qualified in Richmond County
Notary Public Commission Expires September 18 2022



Name of submitting business: Dick Bailey Service, Inc.

By: Richard Bailey Pres.

Print name
Richard Bailey

Signature
Pres.

Title
8/5/2019

Date



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 12, 2019, requested Town Board authorization to employ performers to provide entertainment for GAP Program participants, as follows:

Reviewed By
Office of Town Attorney

Create Dance Center LTD
5687 Merrick Road
Massapequa, New York, 11758
Performance date: Friday, October 18, 2019
Location: Syosset-Woodbury Community Center
Fee: \$14.00 per enrollee

Timothy Aldridge
38 Constable Lane
Levittown, New York, 11756
Location: Syosset-Woodbury Community Center
Performance date: Fridays, October 25, 2019 and November 22, 2019
Fee: \$300.00 each performance

Harrison Dearstyne
267 Atlantic Avenue
Massapequa Park, New York 11762
Location: Syosset-Woodbury Community Park
Performance date: Friday, November 15, 2019
Fee: None

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor, or his designee, is authorized to execute an agreement to employ the aforementioned performers, for the purposes of providing entertainment to GAP Program participants, on the dates set forth above, to be paid by Friends of the Community Services Dept., Inc.

-#-

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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

9

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

September 12, 2019

TO: Memorandum Docket

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

SUBJECT: Services for GAP

The Department of Community & Youth Services requests Town Board authorization to employ the services of the performers listed on the attached sheet for the dates and locations noted. They will be providing entertainment for GAP Program participants. These performances will be paid by Friends of the Community Services Dept., Inc.

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


Maureen A. Fitzgerald
Commissioner

MAF:jd
Attachments
cc: Town Attorney (Original +9 copies)

Name / Check Made Payable To	Address	Performance Date	Performance Location	Fee
Create Dance Center LTD	5687 Merrick Road Massapequa, NY 11758	Friday, 10/18/19	Syosset-Woodbury Community Center	\$14.00 per enrollee
Timothy Aldridge	38 Constable Lane Levittown, NY 11756	Friday, 10/25/19 Friday, 11/22/19	Syosset-Woodbury Community Center Syosset-Woodbury Community Center	\$300.00 \$300.00
Harrison Dearstyne	267 Atlantic Avenue Massapequa Park, New York 11762	Friday, 11/15/19	Syosset-Woodbury Community Park	No Fee

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Create Dance Center Ltd., located at 5687 Merrick Road, Massapequa, New York 11758 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Create Dance Center Ltd.
Date: October 18, 2019
Location: Syosset Woodbury Community Center
Amount: To be determined

In consideration of these services, the Friends of the Community Services Department, Inc. agrees to pay CONTRACTOR the sum of which is to be determined based on number of enrollees. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

CREATE DANCE CENTER LTD.

CONTRACTOR

DATE:

2019

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2019

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 12, 2019, requested Town Board authorization to employ performers to provide entertainment for GAP Program participants at a total cost of \$775.00, as follows:

Adrienne Lebron
1345 Brooklyn Avenue
Bayshore, New York, 11706
Performance date: Thursday, December 5, 2019
Location: Syosset- Woodbury Community Center
Fee: \$250.00

Jim McClenahan
44 Hawthorne Street
Massapequa, New York 11758
Performance date: Saturday, Saturday 7, 2019
Location: Syosset High School
Fee: \$525.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor, or his designee, is authorized to execute an agreement with the aforementioned performers, for the aforementioned dates and locations, at a total cost of \$775.00, for the purposes of providing entertainment to GAP Program participants; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000, Special Events.

-#-

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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

10

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

September 12, 2019

TO: Memorandum Docket

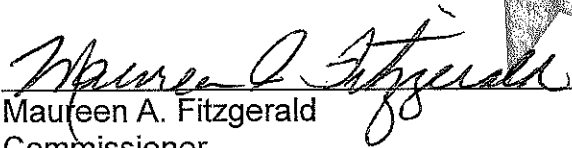
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services

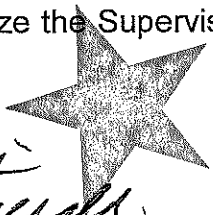
SUBJECT: Services for GAP

The Department of Community & Youth Services requests Town Board authorization to employ the services of the performers listed on the attached sheet for the dates and locations noted. They will be providing entertainment for GAP Program participants.

The total cost of these services is \$775.00. Funds are available in Account CYS A 7020 47660 000 0000, *Special Events*. In accordance with Guideline 5, Section b, of the Town Procurement Policy, these services are exempt from the solicitation, written proposal or requirements of the policy.

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


Maureen A. Fitzgerald
Commissioner



MAF:jd
Attachments
cc: Town Attorney (Original +9 copies)

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Adrienne Lebron, located at 1345 Brooklyn Avenue, Bay Shore, NY 11706 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

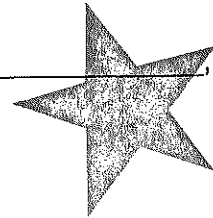
Performance by: Adrienne Lebron
Date: December 5, 2019
Duration: 60 minutes
Location: Syosset Woodbury Community Center
Amount: \$250.00

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

Adrienne Lebron

CONTRACTOR

DATE: _____, 2019



TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2019

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 12, 2019, requested Town Board authorization to present the "Family Fall & Halloween Festival", scheduled to be held on Saturday, October 26, 2019, at Marjorie R. Post Community Park, Unqua Road, Massapequa, New York, from 1:00 p.m. to 4:00 p.m. The festival is free to the public and will include Halloween crafts, games, refreshments, cotton candy, prizes, inflatables, pumpkin decorating, a pumpkin patch, a hay ride and a hay maze, at a total cost not to exceed \$8,000.00, the funds for said payment are to be drawn from Account No. CYS A 7020 41800 000 0000, Recreational Supplies, and CYS A 7020 45100 000 0000, Equipment Rental; 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 accepted and approved, and authorization is given to the Department of Community & Youth Services to present the "Family Fall & Halloween Festival", on Saturday, October 26, 2019, at Marjorie R. Post Community Park, Unqua Road, Massapequa, New York, from 1:00 p.m. to 4:00 p.m.; and be it further

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

RESOLVED, That the funds for said payment are to be drawn from Account No. CYS A 7020 41800 000 0000, Recreational Supplies, and CYS A 7020 45100 000 0000, Equipment Rental.

-#-

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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

September 12, 2019

TO: Memorandum Docket



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

SUBJECT: 2019 Annual Family Fall & Halloween Festival

The Department of Community and Youth Services is requesting Town Board authorization to present the annual "Family Fall & Halloween Festival". The Festival is scheduled to be held on Saturday, October 26, 2019 at Marjorie R. Post Community Park, Unqua Road, Massapequa, from 1:00 PM to 4:00 PM.

This event is free to the public and will include Halloween crafts, games, refreshments, cotton candy, prizes, a pumpkin patch, pumpkin decorating, inflatables, a hay ride and a hay maze.

The total cost for the event shall not exceed \$8,000 and the necessary products and services will be procured through the Purchasing Division. Funding is available in account CYS A 7020 41800 000 0000, Recreational Supplies and CYS A 7020 45100 000 0000 Equipment Rental.



Maureen A. Fitzgerald
Commissioner

MAF:kf
cc: Town Attorney (Original +9 copies)

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, by Resolution No. 242-2019, adopted on April 16, 2019, the Town Board awarded Contract No. SE002A-19, Glass Recycling Pilot Program for the Town of Oyster Bay, to EWG Glass Recovery & Recycle Corp., P.O. Box 313005, Jamaica, New York 11431-3005, for the ninety (90) day period, commencing on April 16, 2019; and

WHEREAS, by resolution No. 411-2019, adopted on July 9, 2019, the Town Board extended Contract No. SE002A-19, with EWG Glass Recovery & Recycle Corp., for an additional ninety (90) days, commencing on July 15, 2019, at the same prices, conditions, and terms as provided in the original contract; and

WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated September 16, 2019, requested Town Board authorization to extend Contract No. SE002A-19, Glass Recycling Pilot Program, with EWG Glass Recovery & Recycle Corp., for a second additional ninety (90) days, commencing on October 15, 2019, at the same prices, conditions and terms, provided for in the original contract,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Contract No. SE002A-19 with EWG Glass Recovery & Recycle Corp., P.O. Box 313005, Jamaica, New York 11431-3005 is hereby extended for the ninety (90) period, commencing on October 15, 2019, at the same prices, conditions, and terms as provided in the original contract.

-#-

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

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

12

Town of Oyster Bay Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: ERIC TUMAN, COMMISSIONER
GENERAL SERVICES DEPARTMENT

Date: September 16, 2019

Subject: EXTENSION OF CONTRACT SE002A-19, GLASS RECYCLING
PILOT PROGRAM FOR THE TOWN OF OYSTER BAY
Contract Award, M.D. dated 04/02/19, Item 8,
Town Board Resolution No. 242-2019, dated 04/16/19
First Extension, M.D. dated 06/18/19, Item 19
Town Board Resolution No. 411-2019, dated 07/09/19

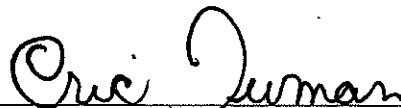
In connection with the above subject, please be advised that I am in receipt of a letter (see attached) from:

- EWG Glass Recovery & Recycle Corp., Jamaica, New York

the vendor of record for Contract SE002A-19. They are requesting the second 90 day extension, which is provided for in the subject contract specifications and have executed the Disclosure Questionnaire which has been approved by the Town Attorney and is filed with the bid documents.

In view of the above, I am recommending that the Town of Oyster Bay extend Contract SE002A-19 with the same prices, conditions and terms provided for in our present contract commencing on October 13, 2019 and continuing through January 10, 2020.

Should the Town Board concur, may the Town Attorney's office be directed to prepare a resolution to extend SE002A-19 for an additional 90 days to EWG Glass Recovery & Recycle Corp., Jamaica, New York.



Eric Tuman, Commissioner
Department of General Services

ET/sc
Attachments

cc: Town Attorney (9)
Comptrollers/Accounts Payable
Department of Public Works/Engineering
Department of Environmental Resources



E.W.G.

Glass Recovery & Recycle Corp.

P.O. Box 313005
Jamaica, N.Y. 11431-3005

718-739-7270
Fax: 718-297-4101

Town Of Oyster Bay
Division of Purchase and Supply
74 Audrey Avenue
Oyster Bay, NY, 11771

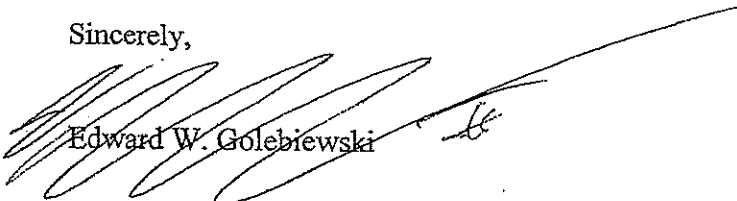
August 26, 2019

EWG Glass Recovery and Recycle Corporation is hereby requesting to extend SE-002A-19-Glass Recycling Pilot Program for the Town of Oyster Bay.

After conferral with Town of Oyster Bay Deputy Commissioner of Environmental Resources Daniel M. Pearl, we have agreed to extend this Pilot Program for an additional ninety days, commencing October 13, 2019 through January 10, 2019. This extension is based on a commitment by the Town of Oyster Bay to continue to educate town residents on acceptable recyclable glass deposits, attempting to mitigate the deposit of non-accepted materials. (ceramic, pyrex, mirror, porcelain)

There is no change in the information on the Town of Oyster bay Disclosure Questionnaire submitted with the original documents.

Sincerely,



Edward W. Golebiewski

Contact Louis R. Ventura to send notices regarding future bids.
Louis.ventura@ewglass.com

TOWN OF OYSTER BAY

INTER DEPARTMENTAL MEMO

To GENERAL SERVICES - DIVISION OF PURCHASE & SUPPLY
From: DPW
SUBJECT: BID PROPOSAL: SE 002A-19 GLASS RECYCLING PILOT PROGRAM

The Department of PUBLIC WORKS in the best interest of the Town of Oyster Bay, would like to extend Bid Proposal SE 002A-19 for an additional 3 months. The pricing is still competitive and the vendor is performing according to the bid specifications.

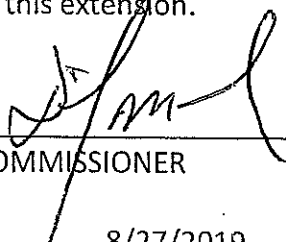
Amount spent in the past year \$ -0-

Estimated expenditure for extension \$ -0-

Types of services procured with this contract: Removal and Recycling of Clean Glass
(Pilot Program)

Please proceed with whatever steps are necessary for this extension.

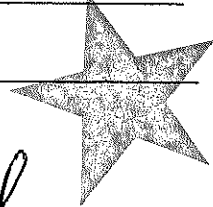
Deputy



COMMISSIONER

8/27/2019

DATE



Town of Oyster Bay Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: ERIC TUMAN, COMMISSIONER
GENERAL SERVICES DEPARTMENT

Date: September 16, 2019

Subject: Extension of Contract SO056-16, MAINTENANCE OF ORPAK
FUELOMAT/SITEOMAT FUEL MANAGEMENT SYSTEM
Contract Award, M.D. dated 09//27/16, Item 8
Contract Amendment, M.D. dated 10/25/16, Item 5
First Extension, M.D. dated 10/03/17, Item 25
Second Extension, M.D. dated 09/11/18, Item 13

In connection with the above subject, please be advised that I am in receipt of a letter (see attached) from:

- Automotive Computers & Equipment Inc., Farmingdale, New York

the vendor of record for Contract SO056-16. They are requesting a 3 month extension which is provided for in the subject contract specifications and have executed the Disclosure Questionnaire which has been approved by the Town Attorney and is filed with the bid documents.

I am recommending that the Town of Oyster Bay extend Contract SO056-16 for an additional 3 months with the same prices, conditions and terms provided for in our present contract commencing on October 1, 2019 and continuing through December 31, 2019.


Eric Tuman, Commissioner
General Services Department

ET/sc

Attachments

cc: Town Attorney (9)
Comptrollers/Accounts Payable
Department of Public Works
Central Vehicle Maintenance



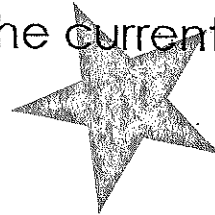
AUTOMOTIVE COMPUTERS & EQUIPMENT, INC.

**3 8TH AVENUE
FARMINGDALE, N.Y. 11735-5735
PHONE (516) 249-8300 FAX (516) 249-2888
AUTOMATED FUEL CONTROL SYSTEMS, HEAVY DUTY LIFT EQUIPMENT, PARTS WASHERS**

August 27, 2019

TOWN OF OYSTER BAY
Division of Purchase and Supply
74 Audrey Avenue
Oyster Bay, NY 11771

Automotive Computers & Equipment Inc is hereby requesting to extend contract **SO 056-16**
Maintenance of Orpak Fuelomat/Siteomat Fuel Management System for an additional 3 months through December 31, 2019, under the same terms, conditions and pricing as awarded in the current contract.



Sincerely,


Terri DeRespino, Vice President.

CONTACT Terri DeRespino TO SEND NOTICES REGARDING FUTURE BIDS
E-MAIL ADDRESS autcomequip@aol.com

TOWN OF OYSTER BAY
INTER DEPARTMENTAL MEMO

RECEIVED
PURCHASING
2019 JUN -7 P 3:35
TOWN OF OYSTER BAY

To: GENERAL SERVICES - DIVISION OF PURCHASE & SUPPLY
From: DPW/CVM
SUBJECT: BID PROPOSAL: SO 056-16 MAINTENANCE OF ORPAK FUEL MANAGEMENT SYSTEM

The Department of PUBLIC WORKS/CENTRAL VEHICLE MAINTENANCE in the best interest of the Town of Oyster Bay, would like to extend Bid Proposal SO 056-16 for an additional year. The pricing is still competitive and the vendor is performing according to the bid specifications.

Amount spent in the past year \$ 68,419.00

Estimated expenditure for extension \$ 70,000

Types of services procured with this contract MAINTENANCE of TOWN

FUELING STATIONS

Please proceed with whatever steps are necessary for this extension.

 
COMMISSIONER

6/4/19
DATE

Reviewed By
Office of Town Attorney

WHEREAS, GLENWOOD FIRE COMPANY, fee owner, has submitted an application to the Department of Planning and Development for a Building Permit to construct an elevated deck, approximately 15 feet by 23 feet, on premises located at 72 Grove Street, Glenwood Landing, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 20, Block K, Lots 6, 7A, 7B and 14 on the Land and Tax Map of Nassau County; and

WHEREAS, pursuant to the Code of the Town of Oyster Bay, Chapter 246, Zoning, Sec. 246-4.1.4.2, Governmental Uses, the applicability of the Code for the use of premises by federal, state, or county governments, or special districts thereof, is subject to Town Board approval, without the need for a public hearing; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated September 13, 2019, advised that the Department of Planning and Development has reviewed the following three (3) plans prepared by Scott D. Lehn, P.E., H2M architects + engineers, Melville, New York 11747:

SHEET NO.	TITLE	PREPARED BY	DATE
G0.0	PROPOSED DECK AT STATION 1	Scott D. Lehn, P.E.	06/2019
A1.0	PROPOSED DECK AT STATION 1	Scott D. Lehn, P.E.	12/2018
A1.0	PROPOSED DECK AT STATION 1	Scott D. Lehn, P.E.	12/2018

WHEREAS, said Commissioner 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,

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated September 13, 2019, the three (3) plans prepared by H2M architects + engineers, Melville, New York, are hereby approved; and be it further

RESOLVED, That the application of GLENWOOD FIRE COMPANY, fee owner, for a Building Permit to construct an elevated deck, approximately 15 feet by 23 feet, on premises located at 72 Grove Street, Glenwood Landing, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 20, Block K, Lots 6, 7A, 7B and 14 on the Land and Tax Map of Nassau County, 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	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
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: SEPTEMBER 13, 2019

SUBJECT: BUILDING APPLICATION REVIEW AND APPROVAL
GLENWOOD H & L, E & H COMPANY
72 GROVE STREET
GLENWOOD LANDING, NEW YORK 11547
SECTION 20, BLOCK K, LOT(S) 6, 7A, 7B & 14

The Planning Division has reviewed the proposed building application for the above-captioned project. The Department has reviewed the application with regard to section, block and lot designation, zoning classification, existing variances and zoning violations.

This review is made pursuant to Section §246-4.1.4.2 Governmental of the Code of the Town of Oyster Bay which requires the applicant to submit plans for Town Board Approval prior to the issuance of Building Permits (without the need for public hearing).

This application involves Site Plan approval from this Department for the construction of an approximately 15 ft. by 23 ft. elevated deck on the subject Fire Department's property.

Three (3) plans prepared by Scott D. Lehn, P.E., H.2.M. Architects + Engineers, Melville, NY have been submitted for approval. The plans are as follows:

SHEET NUMBER/TITLE	PREPARED BY	DATE
G0.0 PROPOSED DECK AT STATION 1	Scott D. Lehn, P.E.	06/2019
A1.0 PROPOSED DECK AT STATION 1	Scott D. Lehn, P.E.	12/2018
A2.0 PROPOSED DECK AT STATION 1	Scott D. Lehn, P.E.	12/2018

Also submitted for your review are the following documents:

1. Letter from Ronald Foster of the Glenwood Fire Company received from this Department on September 4, 2019.

Said plans were prepared and modified using the standards set forth in Section §246-4.1.4.2 Governmental Uses (Special Purpose Districts) and 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 plan attached does comply with the requirements of Section §246-4.1.4.4 and Section §246-6 Site Plan Review of the Code of the Town of Oyster Bay.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM/jsv
Encls.

cc: Legislative Affairs (9 copies w/ attachments)

Phenning

Town of Oyster Bay
Building Department
54 Audrey Avenue
Oyster Bay, New York 11771

Attention: Ms. Leslie Maccarone

Dear Ms. Maccarone,

We at Glenwood Fire Company Headquarters located at 72 School House Hill Road, Glenwood Landing, New York 11547 would like to build a second floor deck onto the rear of the building. There are no residential homes located behind our firehouse.

We have requested from our volunteer members that they stay at the firehouse as much as possible. This allows for us to make faster response times to all our neighborhood emergency calls. This new addition to our firehouse would enable our members to enjoy the outside weather. It also allows for our members a continued comradery while maintaining a presence at the firehouse.

Thank you for your time and consideration in this matter.

Respectfully submitted:

Glenwood Fire Company
72 School House Hill Road
Glenwood Landing, New York 11547

Ronald Forest

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on October 3, 2019, at 10:00 A.M.,
Prevailing Time.

PRESENT:

Supervisor Saladino

Supervisor

Councilman Macagnone

Councilman

Councilman Imbroto

Councilman

Councilman Hand

Councilman

Councilman Labriola

Councilman

Councilman

Councilman

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

Resolution No. 583-2019

ORDER CALLING PUBLIC HEARING

WHEREAS, the Town Board of the Town of Oyster Bay, Nassau County, New York, has been presented with a petition, dated September 4, 2019, executed by a majority of the duly elected Water District Commissioners of the Jericho Water District on September 11, 2019, pursuant to

Reviewed By
Office of Town Attorney
[Signature]

Section 216 of the Town Law, requesting the increase and improvement of the facilities of the Jericho Water District in said Town, consisting of, but not limited to, the evaluation of alternatives to an Advanced Oxidation Process ("AOP") water treatment for the Main Office Facility, a Packed Tower Aeration System ("PTAS") for treatment of volatile organic compounds at Wells 6 and 16, installation and replacement of a screen at Well 16, pilot testing of a proposed AOP water treatment system at Wells 9, 14, 25 and 26, and at Kirby Lane Facility, water main improvements, service connection gooseneck replacements, the rehabilitation of Jericho Tank, the rehabilitation of the Split Rock standpipe, the rehabilitation and replacement of well pump and motor at various sites, construction of a new 3-MG tank and booster station, and incidental expenses in connection therewith, and

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

WHEREAS, the map, plan and report is in the form of a report from D&B Engineers and Architects, P.C., engineers duly licensed in the State of New York, entitled "August 2019 Bond Report"; and

WHEREAS, a portion of the \$72,255,817 estimated maximum cost of such increase and improvement of facilities in the amount of \$33,229,000 is to be borne by the Jericho Water District under a proposed issuance of up to \$33,229,000 of bonds of the Town; and

WHEREAS, such \$33,229,000 cost shall be annually apportioned and assessed upon the several lots and parcels of land within said Jericho Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared on behalf of the Jericho Water District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such

increase and improvement and it has been determined that such increase and improvement will not result in any significant environmental effects; and

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

NOW, THEREFORE, BE IT

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

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on October 29, 2019 at 10:00 A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of the Jericho Water District in said Town, and the map, plan and report including estimate of cost referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on October 29, 2019 at 10:00 A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Jericho Water District in said Town, consisting of, but not limited to, the evaluation of alternatives to Advanced Oxidation Process ("AOP") water treatment for the Main Office Facility, a Packed Tower Aeration

System ("PTAS") for treatment of volatile organic compounds at Wells 6 and 16, installation and replacement of a screen at Well 16, pilot testing of a proposed AOP water treatment system at Wells 9, 14, 25 and 26, and at Kirby Lane Facility, water main improvements, service connection gooseneck replacements, the rehabilitation of Jericho Tank, the rehabilitation of the Split Rock standpipe, the rehabilitation and replacement of well pump and motor at various sites, construction of a new 3-MG tank and booster station, and incidental expenses in connection therewith, at an estimated maximum cost of \$72,255,817, of which \$33,229,000 of bonds of the Town is proposed to be issued therefor, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Jericho Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project, prepared by D&B Engineers and Architects, P.C. and entitled "August 2019 Bond Report", is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

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

Dated: Oyster Bay, New York
October 3, 2019

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

James Altadonna, Jr.
Town Clerk

Section 3. This order shall take effect immediately.

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

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

The order was thereupon declared duly adopted.

* * * *

WHEREAS, Robert Darienzo, Director of Finance, by memorandum dated September 16, 2019, recommended that the following banks and financial institutions be designated as Town depositories:

Bank of New York
Capital One Bank N.A.
Chase Bank (JP Morgan)
Depository Trust Company (Cede & Co., as nominee)
Deutsche Bank
Dime Community Bank
Empire National Bank
First National Bank of Long Island
Flushing Bank
Gold Coast Bank
HSBC Bank USA
Sterling National Bank
TD Bank

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the abovementioned banks and financial institutions are hereby designated as Town depositories in which the Supervisor, Town Clerk and Receiver of Taxes of this Town shall deposit all monies coming into their hands by virtue of their offices; and be it further

RESOLVED, That the Town Supervisor shall authorize certain Town officers to use wire procedures to transfer funds to place deduction of deferred compensation from employee payroll by Federal Funds with the corresponding bank; and be it further

RESOLVED, That the abovementioned banks and financial institutions are hereby authorized and directed to honor checks or drafts for the payment of monies drawn against accounts in the name of the Town of Oyster Bay when bearing the original or facsimile signatures of the Supervisor and the Comptroller; and be it further

RESOLVED, That the Receiver of Taxes is hereby authorized and directed to deposit all monies coming into his hands into interest bearing accounts in such of the above named banks and financial institutions as shall provide the Town with the most favorable interest rates, which shall be obtained from informal bids received under temporary borrowing procedures; and be it further

Reviewed By
Office of Town Attorney
[Signature]

RESOLVED, That the Supervisor shall authorize certain Town Officers to use wire procedures to direct the transfer of Town funds between banks and from one account to another account within the same bank; and be it further

RESOLVED, That upon notice to the Supervisor, Town Comptroller and Receiver of Taxes, certain employees are hereby authorized to approve the release of securities from Collateral Agreements of the combined Supervisor and Receiver of Taxes account; and be it further

RESOLVED, That the Supervisor is hereby authorized to enter into transfer, collateral and repurchase agreements that may be required by the various banks and financial institutions.

#

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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

21

Town of Oyster Bay Inter-Departmental Memo

September 16, 2019

To: Memorandum Docket
From: Robert Darienzo, Director of Finance
Subject: Town Investment Policy

Periodically, the Town reviews and updates its investment policy. This update was made so that we could properly list all of the banks that are currently eligible to receive deposits from the Town. The full list is found in section VII "Designation of Depositories."

Thank you.



Robert Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 9 copies)
Word/Documents/Docket/Investment policy 2019

INVESTMENT POLICY
FOR THE TOWN OF OYSTER BAY

I. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on the Town's own behalf or on behalf of any other entity or individual whose money or resources are within the Town's control.

II. OBJECTIVES

The primary objectives of the local government's investment activities are, in priority order,

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield)...

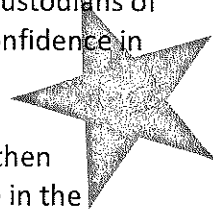
III. DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the Supervisor who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall: include an adequate internal control structure to provide a satisfactory level of accountability based on a database or records incorporating description and amounts of investments, transaction dates, and other relevant information, and, regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town of Oyster Bay to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of investments, not speculation, considering the safety of the principal as well as the probable income to be derived.



All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the Town of Oyster Bay to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROLS

It is the policy of the Town of Oyster Bay for all moneys collected by any officer or employee of the government to be appropriately deposited in accounts bearing the name of the Town of Oyster Bay when practicable or within the time period specified in law, whichever is shorter.

The Town Comptroller is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition; and, to insure that transactions are executed in accordance with management's authorization, are recorded properly, and are managed in compliance with applicable laws and regulations.

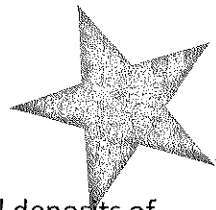
VII. DESIGNATION OF DEPOSITORIES

The banks and trust companies authorized for the deposit of moneys are:

- Bank of New York
- Capital One Bank N.A.
- Chase Bank (JP Morgan)
- Depository Trust Company (Cede & Co., as nominee)
- Deutsche Bank
- Dime Community Bank
- Empire National Bank
- First National Bank of Long Island
- Flushing Bank
- Gold Coast Bank
- HSBC Bank USA
- Sterling National Bank
- TD Bank

VIII. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, Section 10, all deposits of the Town of Oyster Bay, including certificates of deposit and special time deposits, in



excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of "eligible securities" with an aggregate amount of deposits in any/or any combination of the following:

(i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.

(ii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market value of the obligation that represents the amount of the insurance or guaranty.

(iii) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such state or obligations of any public benefit corporation which under a specific state statute may be accepted as security for deposit of public moneys.

(iv) Zero coupon obligations of the United States government marketed as "Treasury Strips".

2. An "eligible letter of credit," payable to the Town of Oyster Bay as security for the payment of 140 percent of the aggregate amount of deposits and the agreed-upon interest, if any. An "eligible letter of credit" shall be an irrevocable letter of credit issued in favor of the Town of Oyster Bay, for a term not to exceed 90 days, by a qualified bank (other than the bank where the secured money is deposited). A qualified bank is either one whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization, or one that is in compliance with applicable federal minimum risk-based capital requirements.

3. An "irrevocable letter of credit" issued in favor of the Town of Oyster Bay by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

IX. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by the trust department of the depository or a third party bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Oyster Bay or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

X. PERMITTED INVESTMENTS

The Town of Oyster Bay authorizes the Supervisor to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in investments authorized by General Municipal Law, Section 11:

Special time deposit accounts;

Certificates of Deposit;

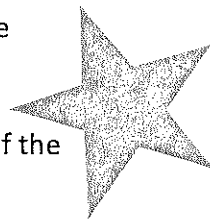
Obligations of the United States of America

Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;

Obligations of the State of New York;

Obligations issued pursuant to LPL 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Town of Oyster Bay;

Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State's statutes governing such entities or whose specific enabling legislation authorizes such investments.



Demand/savings deposit accounts placed through a depository institution that has a main office or a branch office in this state and that contractually agrees to place funds in federally insured depository institutions through the demand option of the Insured Cash Sweep service, or ICS.

Certificates of Participation (COPS) issued pursuant to GMT 109-b.

Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GMT 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m or 6-n.

All investment obligations shall be payable or redeemable at the option of the Town of Oyster Bay within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Oyster Bay within two years of the date of purchase.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Town of Oyster Bay shall maintain a list of financial institutions and dealers approved for investment purposes, and hereby establishes a limitation of fifty per cent (50%) of total deposits as the maximum amount that can be invested with any such financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidation Report of Condition (Call Report) at the request of the Town of Oyster Bay. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers. The Comptroller is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. PURCHASE OF INVESTMENT

The Supervisor is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller - Opinion No. 88-46, and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the Town, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Oyster Bay by the bank or trust company. Any obligations held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

XIII. REPURCHASE AGREEMENTS

Repurchase Agreements are authorized subject to the following restrictions:

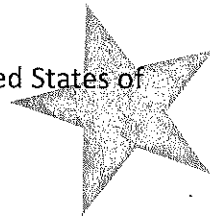
All repurchase agreements must be entered into subject to a Master Repurchase Agreement.

Trading partners are limited to banks or trust companies authorized to do business in New York State and primary dealers.

Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.

No substitution of securities will be allowed.

The custodian shall be a party other than the trading partner.



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 July 2, 2019, authorized the Highway Department to clean up the premises located at 28 Eagle Lane, Farmingdale, New York 11735, also known as Section 48, Block 552, Lot 30 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 September 10, 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 10, 2019, in the total amount of \$4,416.37, 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 September 10, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$4,416.37 may be assessed by the Legislature of the County of Nassau against the parcel known as 28 Eagle Lane, Farmingdale, New York 11735, also known as Section 48, Block 552, Lot 30 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 Muscarolla	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

Reviewed By
Office of Town Attorney

Ralph P. Healey

23

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 10, 2019

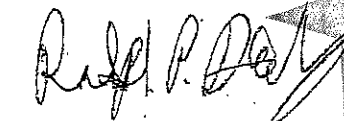
SUBJECT: Property Cleanup Assessment
28 Eagle Lane, Farmingdale, New York 11735
Section 48, Block 552, Lot 30

The Department of Planning and Development, by memorandum dated July 2, 2019, directed the Highway Department to clean the premises located at 28 Eagle Lane, Farmingdale, New York 11735, also known as Section 48, Block 552, Lot 30 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 23, 2019, advised that the property was cleaned by a crew from the Highway Department on July 10, 2019. The cost incurred by the Town of Oyster Bay was \$4,416.37.

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 28 Eagle Ln 9.10.19.doc

2019-7247

TOWN OF OYSTER BAY

Inter-Departmental Memo
July 2, 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: 28 Eagle Lane Farmingdale, NY 11735
SBL: 48-552-30


Nov. (No.19771) was issued to the owner of the above-referenced premises 6/24/2019 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.
- The litter and debris be removed from the driveway and right side of the house.
- The shopping carts be removed.

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

ELIZABETH L. MACCARONE
COMMISSIONER

BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney

6169-401

THIS INSTRUMENT, made the 13th day of February nineteen hundred and fifty-seven BETWEEN SUBLE ESTATES, INC.

a domestic corporation having its principal place of business at 713 Cornwall Avenue, Melville, N. Y.

party of the first part and WILLIAM ANTHONY LUCIANI and CLAUDE LUCIANI, his wife, both residing at 1766 58th Street, Brooklyn, New York.

L.R.S. 375

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 situate, lying and being near Farmingdale, Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lot No. 30 in Block No. 552 on a certain map entitled, "Map of Portisquit at Farmingdale, Section No. 2" situated near Farmingdale, Nassau County, New York, surveyed January, 1925 by Baldwin & Connolly Co., Civil Engineers and Surveyors, Freeport, N. Y., and filed in the Nassau County Clerk's Office on June 15, 1925 as Map No. 3643





TOGETHER with an agreement over the streets shown on said map to the nearest public highway, which agreement shall cease upon the dedication of such streets to the proper municipality.

SUBJECT to any state of fact that an accurate survey may show, and to sewer, drainage, water, gas, electric and telephone easements of record, if any, and to covenants, agreements and restrictions of record, if any, and to a first mortgage now a lien; also subject to building regulations and zoning ordinances of any municipality affecting.

The party of the first part expressly reserves 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; 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.



Town of Oyster Bay
Inter- Departmental Memo

July 23, 2019

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

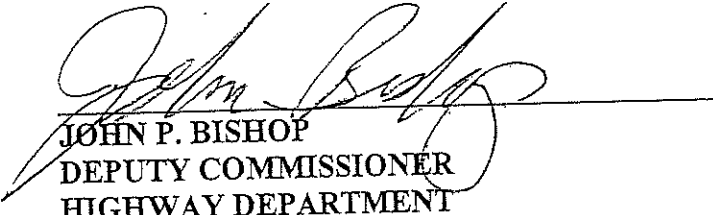
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 28 EAGLE LANE, 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.

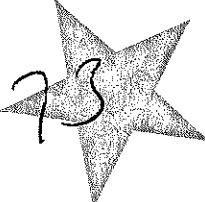
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$4,416.37.

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

160000-73 

REC'D TOWN ATTORNEY
JUL 24 2019

CLEAN - UP 28 EAGLE LANE, FARMINGDALE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (48-552-30) 28 EAGLE LN FARMINGDALE 11735

Date Jul 10, 2019

Work Order # 61257

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	04:00	\$29.53	00:00	0	\$118.12
RICHARD JULIANO	General Maintenance	04:00	\$43.19	00:00	0	\$172.76
JOHN STERGIOPOULOS	General Maintenance	04:00	\$24.86	00:00	0	\$99.44
PHILIP BADOME	General Maintenance	04:00	\$29.13	00:00	0	\$116.52
NICOLAS CAMMARANO	General Maintenance	04:00	\$24.96	00:00	0	\$99.84
KEVIN EMDE	General Maintenance	04:00	\$24.27	00:00	0	\$97.08
Total Labor						\$703.76

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK428	SANI PACKER 2014 INTER 7400 YW	\$105.00	04:00	\$420.00
PL078	PAYLOADER 2006 KOMAT 100-5 YW (HT-1)	\$168.00	04:00	\$672.00
TD690	TRUCK DUMP 2010 INTER 7300 YW (T-241)- 6 Wheeler	\$131.00	04:00	\$524.00
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	04:00	\$420.00
TD696	TRUCK DUMP 2011 INTER 7400 YW (T-249) -10 Wheeler	\$93.00	04:00	\$372.00
TD728	POWER WAGON 2015 T-245	\$105.00	04:00	\$420.00
Total Equipment				\$2828.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$85.74	1.57	\$134.61
Total Materials			\$884.61

Grand Total \$4416.37

Description of Work:
CLEAN UP EAGLE LANE FM

Signature:

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jul 23, 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 30, 2019, authorized the Highway Department to clean up the premises located at 295 Old Country Road, Hicksville, New York 11801, also known as Section 45, Block 55, Lot 254 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 September 3, 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 10, 2019, in the total amount of \$9,141.24, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 3, 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 \$9,141.24 may be assessed by the Legislature of the County of Nassau against the parcel known as 295 Old Country Road, Hicksville, New York 11801, also known as Section 45, Block 55, Lot 254 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
[Signature]

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

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

24

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 3, 2019

SUBJECT: Property Cleanup Assessment
295 Old Country Road, Hicksville, New York 11801
Section 45, Block 55, Lot 254

The Department of Planning and Development, by memorandum dated May 30, 2019, directed the Highway Department to clean the premises located at 295 Old Country Road, Hicksville, New York 11801, also known as Section 45, Block 55, Lot 254 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 10, 2019. The cost incurred by the Town of Oyster Bay was \$9,141.24.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

S:\AML\CleanupMD&Reso\CleanupMD&Reso\MD 295 Old Country Rd 9.3.19.doc

TOWN OF OYSTER BAY

**Inter-Departmental Memo
May 30, 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: 295 Old Country Rd. Hicksville, NY 11801
SBL:45-55-254

Nov. (No.19821 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.
- The litter and debris be removed.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:



MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

NO CONSIDERATION

THIS INDENTURE, made the 20th day of September, nineteen hundred and eighty-five
BETWEEN Phillip Pennastri and Howard I. Dubow, as tenants in common
No. 190 Willis Avenue, Mineola, New York

party of the first part, and 295 Old Country Road Associates, a partnership,
c/o Howard I. Dubow, Esq., 190 Willis Avenue, Mineola, New York

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being ~~taxed~~ at Hicksville, not an incorporated Village, in the Town of Oyster Bay, County of Nassau and State of New York and more particularly known and designated as Lot Nos. 21, 22, 23, 24, 25, 26, 27 and 37, on a certain map entitled, "Map of property belonging to Phillippine Gross, Hicksville, Nassau County, L.I., Dec. 1910, H.E. Hawxhurst, Civil Engineer, Westbury, L.I.", and filed in the Nassau County Clerk's Office January 11, 1911 as Map #86, New #1004.

EXCEPTING therefrom so much of the above property as was acquired by the County of Nassau for alteration and alignment of Old Country Road in proceeding No. 6075/65.

Being and intended to be the same premises conveyed to the Grantors by deed dated 6/7/85 recorded 7/23/85 in Liber 9654 Page 83.

*Also known as Section 45, Block 55, Lot 254
and Section 45, Block 66, Lot 137
on Nassau County Land and Tax Map.*

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:

Phillip Pennastri
Phillip Pennastri
Howard I. Dubow
Howard I. Dubow

STATE OF NEW YORK, COUNTY OF NASSAU

On the 20th day of September, 1985, before me personally came Phillip Pennestri and Howard I. Dubow

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Cathleen M. Mohil
Notary Public

CATHLEEN M. MOHIL
Notary Public, State of New York
No. 30-4756-74
Qualified in Nassau County, N.Y.
Commission Expires March 30, 1988

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE No.

PHILLIP PENNESTRI and HOWARD I. DUBOW

TO

295 OLD COUNTRY ROAD ASSOCIATES

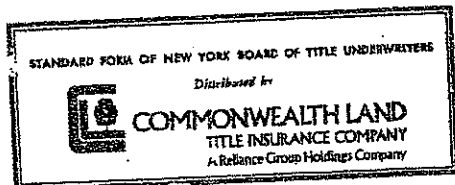
SECTIONS 45 45
BLOCKS 55 66
LOTS 254 137
COUNTY OF NEW YORK Nassau

Recorded at Request of COMMONWEALTH LAND
TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

Howard I. Dubow, Esq.
190 Willis Avenue, Suite 240
Mineola, New York 11501

Zip No. 11501



9-3290
RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

OCT 10 1985

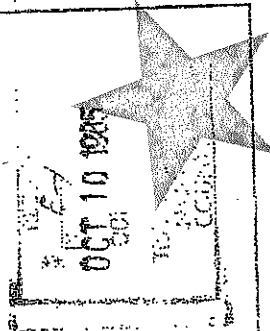
X00341

ALANCO HASSAN
NASSAU COUNTY
COURT CLERK
HAROLD A. MCNEILL
SH. HWY 101 01 190

RECORDED

05319

DEED 3673 PAGE 22



7/25/19

SUSAN CLONINGER

PARCEL #

DEPARTMENT: P&D

SECTION: 45

BLOCK: 55

LOT: 254

PROPERTY ADDRESS: 295 Old Country Road, Hicksville

OWNER OF RECORD: 295 Old Country Road Associates, a partnership

SOURCE OF TITLE: deed 9673-21

LIENS:

EASEMENTS/ROW'S

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: 295 OLD COUNTRY 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 \$9,141.24.

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



JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

17000015

RECEIVED
JUL 2 2019

CLEAN - UP 295 OLD COUNTRY ROAD, HICKSVILLE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (45-55-254) OLD COUNTRY RD HICKSVILLE 11801

Date Jun 10, 2019

Work Order # 60286

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
RUBEN FOURNIER	General Maintenance	01:00	\$35.84	00:00	0	\$35.84
GARY LEWIS, II	General Maintenance	02:00	\$34.02	02:00	1.5	\$170.10
GREGORY MARCHESE	General Maintenance	02:00	\$48.31	02:00	1.5	\$241.55
JAMES ROMANO	General Maintenance	02:00	\$28.31	02:00	1.5	\$141.55
VINCENT PADAVANO	General Maintenance	02:00	\$48.31	02:00	1.5	\$241.55
SEAN MCLAUGHLIN	General Maintenance	02:00	\$24.27	02:00	1.5	\$121.35
Total Labor						\$951.94

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
DT004	DUMP TRAILER 2006 J&J 40YD YW (DT941)	\$105.00	04:00	\$420.00
PL091	PAYLOADER 2013 KOMAT WA380 YELLO (HT-2)	\$168.00	04:00	\$672.00
PU414	PICK UP 2011 FORD F250 YELLO (12 / 012)	\$79.00	04:00	\$316.00
TD627	PICK-UP TRUCK 2008 FORD F-250 YW (HP911)	\$79.00	04:00	\$316.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	04:00	\$420.00
Total Equipment				\$2144.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$85.74	61.76	\$5295.30
Total Materials			\$6045.30

Grand Total \$9141.24

Description of Work:
CLEAN UP 295 OLD COUNTRY ROAD HV

Signature: _____

Name: Douglas Roballino

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 McKinley Avenue, Hicksville, New York 11801, also known as Section 12, Block 244, Lot 302 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 September 3, 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 25, 2019, in the total amount of \$1,824.34, 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 September 3, 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 \$1,824.34 may be assessed by the Legislature of the County of Nassau against the parcel known as McKinley Avenue, Hicksville, New York 11801, also known as Section 12, Block 244, Lot 302 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
[Signature]

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

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

25

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 3, 2019

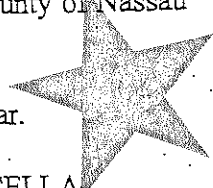
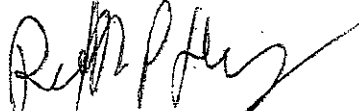
SUBJECT: Property Cleanup Assessment
McKinley Avenue, Hicksville, New York 11801
Section 12, Block 244, Lot 302

The Department of Planning and Development, by memorandum dated June 13, 2019, directed the Highway Department to clean the premises located at McKinley Avenue, Hicksville, New York 11801, also known as Section 12, Block 244, Lot 302 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 25, 2019. The cost incurred by the Town of Oyster Bay was \$1,824.34.

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:\AJML\CleanupMD&Reso\CleanupMD&Reso\MD McKinley Ave 9.3.19.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: McKinley Avenue Hicksville, NY 11801
SBL: 12-244-302

Nov. (No.00032 was issued to the owner of the above-referenced premises 6/07/2019 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 in the yard located at the rear right of 20-6 Center Street, including underbrush, branches, vines and ivy.

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

RECEIVED TOWN OF OYSTER BAY
JUN 13 2019



First American Title Insurance Company of New York

BARGAIN and SALE DEED, with COVENANT

Against Grantor's Acts - Individual or Corporation

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

THIS INDENTURE, made the 21st day of July, in the year 2005

BETWEEN

Name: Audrey Lent, as guardian for Julie Marie Olsen Address: 43 Dartmouth Road, Shoreham, NY 11786

party of the first part, and

Name: Michael Goldstein Address: 1359 Bellmore Avenue, Bellmore, NY 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 party forever,

ALL that certain plot, piece or parcel of land situate, lying and being in the ***SEE ATTACHED PROPERTY DESCRIPTION***

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 party 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:

Witness only

Audrey Lent as guardian for Julie Marie Olsen Signature of Audrey Lent as guardian for Julie Marie Olsen

0014

Section 12

Block 244

Lot 302

Town of Oyster Bay
Inter- Departmental Memo

1.9000328

June 29, 2019

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

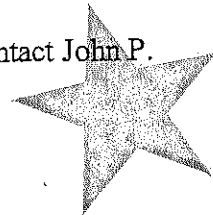
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

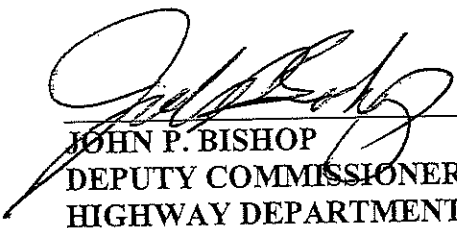
SUBJECT: MCKINLEY AVENUE, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,824.34.

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 MCKINLEY AVENUE , HICKSVILLE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (12-244-302) MCKINLEY AVE HICKSVILLE 11801

Date Jun 25, 2019

Work Order # 60659

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	00:00	\$34.02	01:30	1.5	\$76.55
GREGORY MARCHESE	General Maintenance	00:00	\$48.31	01:30	1.5	\$108.70
JAMES ROMANO	General Maintenance	00:00	\$28.31	01:30	1.5	\$63.70
SEAN MCLAUGHLIN	General Maintenance	00:00	\$24.27	01:30	1.5	\$54.61
JASON SEMINARIO JR.	General Maintenance	00:00	\$19.23	01:30	1.5	\$43.27
Total Labor						\$346.83

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU414	PICK UP 2011 FORD F250 YELLO (12 / 012)	\$79.00	01:30	\$118.50
TD562	TRUCK DUMP 2005 FORD F-350 YW (HP923 / HP924)- Power Wagons	\$105.00	01:30	\$157.50
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:30	\$157.50
TR203	TRAILER 2015 FELLINGS BL	\$105.00	01:30	\$157.50
TU047	TRUCK UTILITY 2009 FORD F-250 YW (HP-900)	\$79.00	01:30	\$118.50
Total Equipment				\$709.50

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$85.74	0.21	\$18.01
Total Materials			\$768.01

Grand Total \$1824.34

Description of Work:
CLEAN UP MCKINLEY AVENUE HV

Signature:

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 29, 2019

Reviewed By
Office of Town Attorney

WHEREAS, Nancy Orlando, District Secretary, Jericho Fire District, 424 North Broadway, Jericho, New York, 11753, by letter dated August 20, 2019, requested the use of a roll-off container and forty (40) complete barricades, to be dropped off on Friday, October 18, 2019, and collected on Monday, October 21, 2019, for their annual Fire Prevention Day at Jericho Fire District Headquarters, 424 North Broadway, Jericho, New York 11753, on Sunday, October 20, 2019; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated September 13, 2019, advised that he has no objection to providing a roll-off container and forty (40) complete barricades, for the Jericho Fire District's annual Fire Prevention Day, on Sunday, October 20, 2019, at Jericho Fire District Headquarters, 424 North Broadway, Jericho, New York 11753, which roll-off container is to be dropped off on Friday, October 18, 2019 and collected on Monday, October 21, 2019, because it is not required for use by the Department of Public Works at those times and the roll-off container is to be provided, without charge, as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201 "Solid Waste", Section 17; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated September 10, 2019, advised that the Highway Department has no objection to providing forty (40) complete barricades from Friday October 18, 2019 through Monday October 21, 2019 for this event; and

WHEREAS, the Town Board of the Town of Oyster Bay 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 Department of Public Works is authorized to provide use of a roll-off container and the Highway Department is authorized to provide forty (40) complete barricades, to be dropped off on Friday, October 18, 2019 and collected on Monday, October 21, 2019, without charge, as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201 "Solid Waste", Section 17, for the Jericho Fire District's Fire Prevention Day on Sunday, October 20, 2019, is hereby authorized, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activities; and

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

-#-

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

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

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TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

September 13, 2019

TO: Memorandum Docket

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


SUBJECT: Request: ROLL OFF CONTAINER
Jericho Fire District
424 North Broadway
Jericho, New York 11753


Attached please find a copy of a letter received in this office from Nancy Orlando requesting a roll off container for their annual Fire Prevention Day. The container will be placed at 424 North Broadway, Jericho on Friday, October 18, 2019, and collected on Monday, October 21, 2019.

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

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

Attached please find their certificate of insurance, endorsement and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by the Jericho Fire District from Friday, October 18, 2019 through Monday, October 21, 2019.




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

RWL: cw

Attachments

cc: Joseph Nocella, Town Attorney (9 copies)
Steven Ballas, Comptroller

DP

DAVID J. MARMANN, Sr.
Chairman

FRANK V. SAMMARTANO
Vice Chairman

TED KETSOGLOU

BRIAN J. KENNY

BRUCE L. FRIEDMAN, D.C.

JERICHO FIRE DISTRICT
424 NORTH BROADWAY
JERICHO, NEW YORK 11753-2105
(516) 931-3546 Fax: 931-2385

NANCY ORLANDO
District Secretary

ANNE BACHTLER
District Treasurer

JOHN J. O'BRIEN
District Supervisor

August 20, 2019

Supervisor R. Lenz
Department of Sanitation
54 Audrey Avenue
Syosset, N.Y. 11791

Dear Supervisor Lenz,

The Jericho Fire District would appreciate it if your department could supply a 20 yard roll-off dumpster. Sunday, October 20, 2019 is the day Jericho Fire Department will be holding their annual Fire Prevention Day at Jericho Fire District Headquarters, located at 424 North Broadway, Jericho, N.Y. Could the dumpster be delivered on Friday, October 18, 2019 and picked up on Monday, October 21, 2019.

Enclosed please find a certificate of liability and endorsement for the use of the dumpster.

Lastly, the District would like to request that the parking lot at 424 North Broadway be street cleaned on Friday, October 18. Please advise.

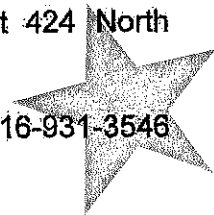
If you have any questions, please don't hesitate to contact me at 516-931-3546 ext 227. Thank you so much for your help.

Sincerely,



Nancy Orlando
District Secretary

Enc.



(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: Jencho Fire District

Billing Address: 424 North Broadway
Jencho NY 11753

Phone Number (Days): 516-931-3546

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: 424 North Broadway
Jencho NY 11753

Dates Container(s) Needed: From 10/18/19 To 10/21/19

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

Fire Prevention Day

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

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

Signature: Nancy Alonzo Date: 8/29/19

Title: District Secretary

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

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

To Be Completed By Scale House:

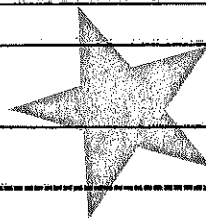
Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY 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
HUBBINETTE-COWELL ASSOC INC
1003 Park Blvd, #3
Massapequa Park, NY 11762-2777

CONTACT
NAME:
PHONE (NY/US/CA): **(516) 795-1330** FAX (NY/US/CA): **(516) 795-5101**
EMAIL: **info@hubbinette-cowell.com**
ADDRESS:

INSURED
JERICHO FIRE DISTRICT
424 NO. BROADWAY
JERICHO, NY 11753-2105
516-931-3546 X227

INSURER A: **AMERICAN ALTERNATIVE INS. CORP.** 19720
INSURER B: **FIRE DISTRICTS OF NY MUTUAL INS** 37400
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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.

	TYPE OF INSURANCE	ACORD 003	ACORD 004	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> BODILY INJURY - PERSONAL AUTO <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		VFISTR2062922-11	07/01/19	07/01/20	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$ 1,000,000 MED EXP (Any occurrence): \$ 5,000 PERSONAL & ADJUDICARY: \$ 1,000,000 GENERAL AGGREGATE: \$ 3,000,000 PRODUCTS - COMBOP AGG: \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-SCHEDULED AUTOS ONLY	Y		VFISCM1060322-00	07/01/19	07/01/20	COMBINED SINGLE LIMIT (Per accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per occurrence): \$
A	UMBRELLA LIA <input checked="" type="checkbox"/> EXCESS LIA <input checked="" type="checkbox"/> CLAIMSMADE DED: RETENTION: \$	Y		VFISTR2062922-11	07/01/19	07/01/20	EACH OCCURRENCE: \$ 10,000,000 AGGREGATE: \$ 20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE/EMPLOYEE'S DEPENDENT DESCRIPTION OF OPERATIONS below	NA		01FDMVF00297320	01/01/19	01/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER A. EACH ACCIDENT: \$ 100,000 B. DISEASE - EMPLOYEE: \$ 500,000 C. DISEASE - POLICY LIMIT: \$ 100,000

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

PROOF OF INSURANCE RE: USE OF ONE 20 YARD ROLL-OFF DUMPSTER FROM OCTOBER 18 - 21, 2019 FOR FIRE PREVENTION DAY. THE TOWN OF OYSTER BAY IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF OYSTER BAY
DEPT. OF SANITATION
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

Reviewed By
Office of Town Attorney

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ACORD 25 (2018/03)

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See Pa 10 - Endorsement

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

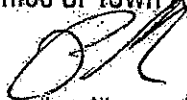
1. If you are:

- a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
- b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
- c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:

- a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
- b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
- c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
- d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
- e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
- f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations.

Reviewed By
Office of Town Attorney



VGL101 (08/03)

GENERAL LIABILITY

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

This Agreement is made this 20th day of August 2019, by Jericho Fire District (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Jericho Fire District, 424 North Broadway, Jericho, New York 11753, one (1) 20-yard dumpster.

For the event described as Fire Prevention Open House.

The property/equipment is need from October 18, 2019 to October 21, 2019.

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

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

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

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

Name of Organization:

Jericho Fire District

Address of Organization:

424 North Broadway
Jericho, New York 11753

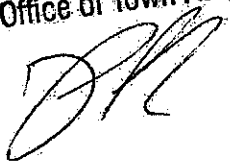
By:


Authorized Representative

Title: District Secretary

Telephone Number: 516-931-3546 ext 227

Reviewed By
Office of Town Attorney



31

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 10, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

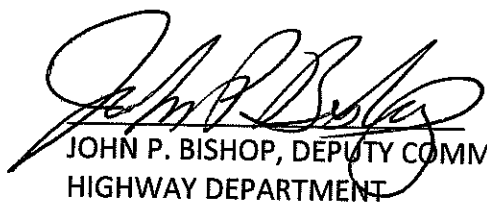
SUBJECT: JERICHO FIRE DISTRICT ANNUAL FIRE PREVENTION DAY
SUNDAY, OCTOBER 20TH 2019

Enclosed please find a copy of the letter from Nancy Orlando, District Secretary, requesting our assistance in conducting their annual Fire Prevention Day on Sunday, October 20th 2019 at their Jericho Fire District Headquarters.

The Highway Department can readily supply forty (40) complete barricades for the event, from October 18th through October 21st 2019.

Also attached are a Certificate of Insurance, Endorsement Sheet and Hold Harmless Form to cover the 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/HWY
Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Parks Department
Justin McCaffrey, Commissioner, Public Safety Department
Grace SantaMaria, Highway Administration

DAVID J. MARMANN, Sr.
Chairman

FRANK V. SAMMARTANO
Vice Chairman

TED KETSOGLOU

BRIAN J. KENNY

BRUCE L. FRIEDMAN, D.C.

JERICHO FIRE DISTRICT

424 NORTH BROADWAY
JERICHO, NEW YORK 11753-2105
(516) 931-3546 Fax: 931-2385

NANCY ORLANDO
District Secretary

ANNE BACHTLER
District Treasurer

JOHN J. O'BRIEN
District Supervisor

HIGHWAY DEPARTMENT

Kim Z.

mail
log

August 20, 2019

Deputy Commissioner Bishop
Department of Highway
150 Miller Place
Syosset, N.Y. 11791

Dear Deputy Commissioner Bishop

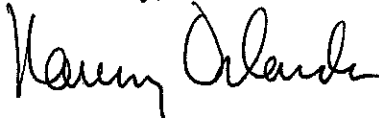
The Jericho Fire District would appreciate it if your department could supply forty (40) barricades. Sunday, October 20, 2019 is the day Jericho Fire Department will be holding their annual Fire Prevention Day at Jericho Fire District Headquarters, located at 424 North Broadway, Jericho, N.Y. Could the barricades be delivered on Friday, October 18, 2019 and picked up on Monday, October 21, 2019.

Enclosed please find a certificate of liability and endorsement and hold harmless for the use of the barricades.

If you have any questions, please don't hesitate to contact me at 516-931-3546 ext 227.

Thank you so much for your help.

Sincerely,



Nancy Orlando
District Secretary

Enc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY 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.

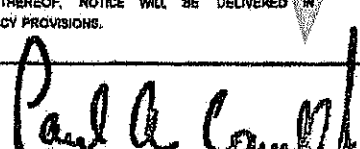
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

PRODUCER HUBBINETTE-COWELL ASSOC INC 1003 Park Blvd, #3 Massapequa Park, NY 11762-2777	CONTACT NAME: PHONE (AC, PR, EM) (516)795-1330 FAX (AC, PR, EM) (516)795-5101 EMAIL info@hubbinette-cowell.com ADDRESS
INSURED JERICHO FIRE DISTRICT 424 NO. BROADWAY JERICHO, NY 11753-2105 516-931-3546 X227	INSURER A AMERICAN ALTERNATIVE INS. CORP. 19720 INSURER B FIRE DISTRICTS OF NY MUTUAL INS 37400 INSURER C INSURER D INSURER E INSURER F

RANGES		CERTIFICATE NUMBER		REVISION NUMBER			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
LINE	TYPE OF INSURANCE	INS. NO.	REV. NO.	POLICY NO.	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 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	Y		VFISTR2062922-11	07/01/19	07/01/20	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV/HMRY GENERAL AGGREGATE PRODUCTS - CORP/OP AGG 1,000,000 1,000,000 5,000 1,000,000 3,000,000 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		VFISCM1060322-00	07/01/19	07/01/20	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Pr person) BODILY INJURY (Pr accident) PROPERTY DAMAGE (Pr accident) 1,000,000 1 1 1
A	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> EXCESS LMB DED RETENTION \$	Y		VFISTR2062922-11	07/01/19	07/01/20	EACH OCCURRENCE AGGREGATE 10,000,000 20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY W/C PREMIUM/STATE/REGISTRATION EMPLOYER'S POLICY If yes, describe under DESCRIPTION OF OPERATIONS below	NA		01FDMVF00297320	01/01/19	01/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT 100,000 500,000 100,000

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

PROOF OF INSURANCE FOR USE OF 40 BARRICADES FROM OCTOBER 18 - 21, 2019 FOR FIRE PREVENTION DAY. THE TOWN OF OYSTER BAY IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER TOWN OF OYSTER BAY HIGHWAY DEPARTMENT 150 MILLER PLACE SYOSSET, NY 11791	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

Reviewed By
Office of Town Attorney
E. Laughton



EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under SECTION II. WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V. DEFINITIONS.

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in SECTION III. LIMITS OF INSURANCE; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A, B or C or medical expenses under COVERAGE D.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C.
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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Reviewed By
Office of Town Attorney
E. J. J. J.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions Applicable to Coverage A

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from reasonable actions taken to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

d. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's business; or
- (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers' compensation law, disability benefits law, or any similar law; or
- (3) The spouse, child, parent, brother or sister of that employee or "volunteer" as a consequence of paragraph (1) or (2) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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Reviewed By
Office of Town Attorney

E. J. [Signature]

e. Pollution

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) "Training operations"; or
- (3) Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
 - (a) At or from premises you own, rent or occupy; or
 - (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. Asbestos

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising from; or
- (2) The costs of abatement, removal or disposal of: asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. Lead, Electromagnetic Radiation, Nuclear

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation; or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (5) A watercraft you own that is:
 - (a) Powered by a motor or combination of motors of 100 horsepower or less; or
 - (b) Not powered by a motor; or
 - (c) A "personal watercraft".

i. **Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. **War**

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. **Damage To Property**

"Property damage" to:

- (1) Property you or any insured owns, rents, or occupies;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you or any insured;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or "employees" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company's liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a \$100 deductible each "occurrence".

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Personal and Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".



m. **Sexual Abuse**

"Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Professional Health Care Services**

Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. **Employment Practices**

"Bodily injury" or "property damage" arising out of your "employment practices".

p. **Product Recall**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through p. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions Applicable to Coverage B

This insurance does not apply to:

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Reviewed By
Office of Town Attorney
E. Laugher

- a. **Knowing Violation of the Rights of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published with Knowledge of Its Falsity**
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior to the Policy Period**
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.
- e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality or Performance of Goods**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- i. **Infringement of Copyright, Patent, Trademark or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
- j. **Pollution**
"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.
- k. **Professional Health Care Services**
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional health care services".
- l. **Employment Practices**
"Personal and advertising injury" arising out of your "employment practices".
- m. **Asbestos**

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Reviewed By
Attorney of Town Attorney
E. Paughman

Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.

n. **Lead, Electromagnetic Radiation, Nuclear**

(1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:

- (a) The toxic properties of lead, or any material or substance containing lead; or
- (b) Electromagnetic radiation; or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.

(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. **War**

"Personal and advertising injury", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Sexual Abuse**

"Personal and advertising injury" arising out of the "sexual abuse" of any person.

Coverage C. Professional Health Care Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.

b. This insurance applies only if the damages are caused by a "medical incident" that takes place:

- (1) During the policy period; and
- (2) In the "coverage territory".

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. Professional Health Care Services under **COVERAGE B** shall not apply.

In addition, this insurance does not apply to:

a. **Medical Command via Telecommunications Device**

Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. **Criminal Acts**

Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

Coverage D. Medical Expense

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions Applicable to Coverage D

We will not pay expenses for "bodily injury":

a. **Any Insured**

To any insured.

b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

- e. **Athletic Activities**
To a person injured while taking part in athletics.
- f. **Products – Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Professional Health Care Services**
To any person for "professional health care services" provided by you.
- h. **Coverage A**
Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

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- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

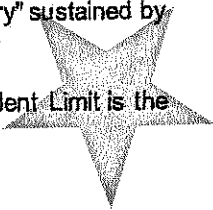
- 1. If you are:
 - a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.
- 2. In addition to you, each of the following is an insured:
 - a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
 - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
 - c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
 - d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
 - e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
 - f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract" if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. **COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under **COVERAGE D**;
 - b. Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under **COVERAGE B**; and
 - d. Damages under **COVERAGE C**;
- for each Named Insured shown in the Declarations and each "location" owned by or rented to you.
3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
- a. Damages under **COVERAGES A** and **C**; and
 - b. Medical expenses under **COVERAGE D**;



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because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "medical incident".

6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

2. Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "medical incident" which may result in a claim or "suit". To the extent possible, notice should include:
 - (1) How, when and where the "occurrence", offense or "medical incident" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence", offense or "medical incident".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

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- e. If you report an "occurrence", offense or "medical incident" to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence", offense or "medical incident" to us at the time of the "occurrence", offense or "medical incident" shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence", offense or "medical incident" is a General Liability claim.
- f. Knowledge of an "occurrence", offense or "medical incident" by any of your agents, volunteers or "employees" shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or "employee".

3. Legal Action Against Us

No person or organization has a right under this coverage part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this coverage part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, "employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
 - (b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (d) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the providing, serving or selling of alcoholic beverages to others;

- (e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
 - (f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **COVERAGES A, B or C** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Representations

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete;
 - b. The information is based upon representations you made to us; and
 - c. We have issued this policy in reliance upon your representations.
- Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

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7. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do Not Renew

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All other parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Emergency operations" means actions:
 - a. Which are urgent responses for protection of property, human life, health or safety; and
 - b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
 - c. Which are sanctioned by:
 - (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
 - (2) An officer, volunteer member or "employee" of such organization.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
 - a. Failing to hire or refusing to hire;
 - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;

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- c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of volunteers or "employees";
 - e. Negligent evaluation of volunteers or "employees";
 - f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including "sexual harassment"; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - (2) Your fulfilling the terms of the contract or agreement.
10. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
13. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
14. "Medical incident" means any act, error or omission in the rendering of or failure to render "professional health care services" by you or by anyone for whose "professional health care services" you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one "medical incident".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;

VGL101 (08/03)

GENERAL LIABILITY

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Reviewed By
Office of Town Attorney
S. J. Laughman

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
 - d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication in any manner of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
18. "Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.
19. "Products-completed operations hazard".
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
20. "Professional health care services" means:
- a. Providing medical or nursing services;
 - b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
 - c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
 - d. Handling of patients:
 - (1) From the place where they are accepted for movement into or onto the means of transport,
 - (2) During transport, and
 - (3) From the means of transport to the place where they are finally delivered;
 - e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
 - f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
 - g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
21. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

VGL101 (08/03)

GENERAL LIABILITY

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Reviewed By
Office of Town Attorney
E. Faughnan

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
22. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include "sexual harassment".
23. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
- An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.
25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
26. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
27. "Your product" means:
- Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - You;
 - Others trading under your name; or
 - A person or organization whose business or assets you have acquired; and
 - Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
28. "Your work" means:
- Work or operations performed by you or on your behalf; and
 - Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes:
- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - The providing of or failure to provide warnings or instructions.

VGL101 (08/03)

GENERAL LIABILITY

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Reviewed By
Office of Town Attorney
Rafael

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

This Agreement is made this 20th day of August 2019, by Jericho Fire District (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Jericho Fire District, 424 North Broadway, Jericho, New York 11753, forty (40) blockades/barricades.

For the event described as Fire Prevention Open House.

The property/equipment is need from to October 18, 2019 to October 21, 2019.

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

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

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

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

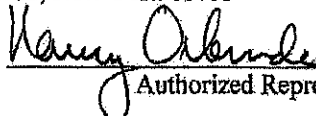
Name of Organization:

Jericho Fire District

Address of Organization:

424 North Broadway
Jericho, New York 11753

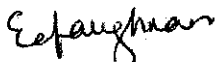
By:


Authorized Representative

Title: District Secretary

Telephone Number: 516-931-3546 ext 227

Reviewed By
Office of Town Attorney



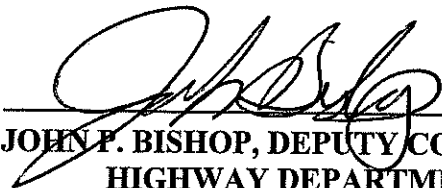
DATE: 9/10/19
TO: HIGHWAY OPERATIONS
SUBJECT: Jericho Fire District Fire Prevention Day


PLEASE DELIVER TO:	DATE OF EVENT:	10/20/19
Jericho Fire Headquarters Jericho	SNOW FENCE:	
	BARRICADES:	40
CONTACT: Nancy Orlando 516-931-3546 ext 227	CONES:	
	SORT PAILS:	
	PORTABLE LIGHTS:	
	GENERATOR:	
	BOBCAT:	
	DELIVER ON:	10/18/19
	PICKUP ON:	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:

Peter Brown, General Foreman 003
Doug Robalino, General Foreman 002
Tom Kraemer, Area Foreman 014
Dan Kornfeld
Jeff VanNostrand

Justin McCaffrey, Commissioner Public Safety

WHEREAS, on August 19, 2019, the Department of General Services, Division of Purchasing, received bids for Contract No. H19-186, Construction of Highway Improvements for the Fairwater Avenue Area – Massapequa, New York; and

WHEREAS, due to funding restrictions in 2019, the Department of Public Works, Division of Engineering, recommended the rejection of bids and requested that the contract be rebid; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated September 16, 2019, recommended that Contract No. H19-186 be re-bid, and that the Division of Purchasing contact Sunita Chakraborti, Project Manager, to proceed with the setting a date for receiving bids for this contract; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Division of Purchasing shall proceed with the rebid of Contract No. H19-186, Construction of Highway Improvements for the Fairwater Avenue Area – Massapequa, New York.

-#-

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	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

September 16, 2019


TO: MEMORANDUM DOCKET

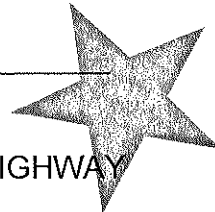
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: REJECTION OF BIDS & PERMISSION TO REBID
CONSTRUCTION OF HIGHWAY IMPROVEMENTS FOR THE FAIRWATER
AVENUE AREA - MASSAPEQUA, NEW YORK
CONTRACT NO. H19-186

On August 19, 2019, the Division of Purchasing had received bids for the subject project. At this time, due to funding restrictions in 2019, the Division of Engineering is recommending the rejection of bids and requesting that the contract be re-bid.

It is hereby requested that the Town Board authorize, by Resolution, the rebid of this contract and 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/CT/MR/SC/lk

cc: Town Attorney (w/9 copies)
Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
John Bishop, Deputy Commissioner/Highway

H19-186_Highway Improvements for Fairwater Ave_permission to REBID

Reviewed By
Office of Town Attorney

WHEREAS, Resolution No. 862-2017, adopted on December 12, 2017, authorized P.W. Grosser Consulting Engineering, P.C., to provide Environmental Engineering Services to the Town of Oyster Bay under Contract No. PWC23-18, On-Call Environmental Engineering; and

WHEREAS, P.W. Grosser Consulting Engineers, P.C., by letter dated August 30, 2019, described the scope of work to be performed in connection with providing engineering services relative to SEQRA and TEQR review under Contract No. PWC23-18 in an amount not to exceed \$50,000.00, in order to provide support services for environmental reviews and preparation to include, but not limited to, traffic studies and environmental site assessments; and

WHEREAS, P.W. Grosser Consulting Engineers, P.C., requested authorization to retain KGO Consulting, Inc., Greenman-Peterson Inc., and L.K. McLean Associates, P.C., as sub-consultants to review Environmental Impact Statement documentation; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated September 12, 2019, requested Town Board authorization for P.W. Grosser Consulting Engineers, P.C. to provide the aforesaid On-Call Environmental Engineering Services under Contract No. PWC23-18, and further requested that P.W. Grosser Consulting Engineers, P.C. be authorized to retain KGO Consulting, Inc., Greenman-Peterson Inc., and L.K. McLean Associates, P.C., as sub-consultants, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$50,000.00 for this purpose; and

WHEREAS, Commissioner Lenz advised that funds in the amount of \$50,000.00, to satisfy said engineering costs, are available in Account No. DER A 8090 44500 000-0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and P.W. Grosser Consulting Engineers, P.C. is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC23-18, On-Call Environmental Engineering Services, and P.W. Grosser Consulting Engineers, P.C. is hereby authorized to retain KGO Consulting, Inc., Greenman-Peterson Inc., and L.K. McLean Associates, P.C., as sub-consultants to provide support services related to the review of Environmental Impact Statement documentation, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$50,000.00, with funds to be drawn from Account No. DER A 8090 44500 000-0000.

--#--

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

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

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

SEPTEMBER 12, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO ENVIRONMENTAL ENGINEERING
USE OF SUB-CONSULTANTS
CONTRACT NO. PWC23-18
ACCOUNT NO.: DER A 8090 44500 000-0000


The consultant, P.W.Grosser Consulting Engineering, P.C., has been approved by the Commissioner of Public Works to provide Environmental Engineering services under On-Call Contract No. PWC23-18 by Resolution No. 862-2017 for the subject project.

Attached is a letter dated August 30, 2019 from P.W. Grosser Consulting Engineers, P.C. regarding the scope of work to be performed in an amount not to exceed \$50,000. Services to be performed include support services for environmental reviews and preparation to include but not limited to traffic studies and environmental site assessments.

Attached is an availability of funds in the amount of \$50,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DER A 8090 44500 000 0000.

In addition, P. W. Grosser Consulting Engineering P.C. hereby requests the use of KGO Consulting, Inc., Greenman-Pederson Inc., and L.K. McLean Associates, P.C. as sub-consultants to ensure a thorough review of the entire D/FEIS document. The required disclosure forms have been submitted.

It is hereby requested that the Town Board authorize, by Resolution, P.W. Grosser Consulting Engineering P.C., under Contract No. PWC23-18, On-Call Environmental Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose, as well as authorize KGO Consulting, Inc., Greenman-Pederson Inc. and L.K. McLean Associates, P.C. as sub-consultants relative to this project.

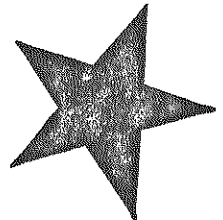

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/nm

Attachment

cc: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
George Baptista, Jr., Deputy Commissioner/DER
Kathy Stefanich, Administrative Division/DPW

PWC023-18 DOCKET ENVIRONMENTAL ENGINEERING DER SEQRA





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



Requesting Division/Department

DER

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

Contract Number PWC 23-18
Contract Period 1/1/18 -12/31/19
Consultant/Contractor P.W. Grosser Consulting Engineers, P. C.
Discipline On Call Engineering Services Relative to Environmental Engineering
Total Authorization \$169,700.00
Resolution No. 862-2017 Date 12/12/2017
Funded To Date \$119,700.00
Amount Requested \$50,000.00
Account To Be Used DER 8090 44500 000-0000 - Architectural and Engineering Fees

If Capital Account, State The Related Contract Number: _____

Description Of Work

If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.

Engineering Services relative to SEQRA and TEQR review various projects

Work To Be Completed In Contract Period:

Yes ☒ No ☐

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

Required Insurances Are In Effect:

Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect:

Yes ☐ No ☐ N/A ☒

Amount of Bond \$ _____

Requesting Division/Department

Signature [Signature]
Title Deputy Commissioner
Date 29-Aug-19

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]
Title Commissioner of Public Works
Date 9/13/19

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 50,000.00

Unencumbered Balance 167,398.71

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

Yes ☒ No ☐

Signature [Signature]

Date 9/12/19



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. PWC23-18

Contract End 12/31/2019

Commencement Date _____

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

Vendor Name and Address

P.W. Grosser Consulting Engineers, P. C.

630 Johnson Avenue

Bohemia, NY 11716

Requesting Town Department DER

Contact George Baptista Jr. Phone x - 5712

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

Engineering Services relative to SEQUA and TEQR review for various projects

This work order shall not exceed \$ 50,000.00

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

Requesting Division/Department

Signature [Signature]

Title Deputy Commissioner

Date 29-Aug-19

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Commissioner of Public Works

Date 9/13/19

P.W. GROSSER CONSULTING



August 30, 2019

Director Julia Schneider, AICP, CPESC
Town of Oyster Bay
Department of Environmental Resources
29 Spring Street
Oyster Bay, NY 11771

**RE: Proposal for Review of Environmental Impact Statements Submitted pursuant to SEQRA and TEQR
for the Town of Oyster Bay for Various Projects
TOB: PWC23-18 On Call Engineering Services Related to Environmental Engineering
PWGC LP#: 18LP548**

Director Schneider:

P.W. Grosser Consulting Engineers & Hydrogeologist, P.C. (PWGC) is pleased to present you with this proposal to provide professional engineering services related to the review of environmental impact statements pursuant to SEQRA and TEQR (chapter 110 of Town Code) for various projects for the Town of Oyster Bay.

PROJECT BACKGROUND

It is PWGC's understanding that the Town of Oyster Bay has the several projects pending review that will require SEQRA/TEQR reviews. PWGC understands that these projects are smaller developments, with previous histories of environmental concerns, such as gas stations, industrial or manufacturing facilities. PWGC understands that its focus on some of these projects will be limited to these aspects of the SEQRA and TEQR, however, if additional assistance is requested, PWGC can provide services related to the review of all aspects of the D/FEIS, such as environmental, traffic, noise, water, and wastewater impacts. PWGC has developed a team, which includes Kim Gennaro-Ocena of KGO Consulting, Inc., Greenman-Pedersen Inc. (GPI) and L.K. McLean Associates, P.C. (LKMA) to ensure a thorough review of the entire D/FEIS document.

SCOPE OF SERVICES

PWGC will provide the following scope of services for this project:

1. Engineering Services Related to Review of Various Unlisted Actions, DEIS & FEIS

PWGC will meet with the Town to discuss which aspects of the SEQRA/TEQR reviews, will be included in PWGC's scope of work at the beginning of each project. PWGC understands that the Town's initial concerns are related to the past environmental issues on some of these projects, such as prior and active spills, environmental contamination, and vapor intrusion issues. PWGC also recognizes that the Town may request that PWGC review additional sections of the draft statements including, but not limited to, the following:

- Public Health
- Air Quality
- Traffic Analysis
- Noise Analysis
- Community Facilities
- Water Supply
- Wastewater Management

P.W. Grosser Consulting, Inc. • P.W. Grosser Consulting Engineer & Hydrogeologist, PC
630 Johnson Ave., Suite 7 • Bohemia, NY 11716
PH 631.589.6353 • FX 631.589.8705 • www.pwgrosser.com
New York, NY • Syracuse, NY • Seattle, WA • Shelton, CT



- Stormwater Management
- Environmental Issues

PWGC upon completion of the review will generate a comment memo to the Town. If necessary PWGC will meet with the Town to review the comment memo, prior to distribution of the memo to the applicant's team. PWGC will attend public hearings on the projects to discuss the findings of our review and comments, if deemed necessary.

Upon acceptance by the Town, PWGC will review the submitted final document to ensure it has adequately responded to all of the comments, including relevant public comments.

Given the complexity of these projects PWGC proposes to conduct this work on a time and materials basis, billed in accordance with the attached rate sheet. PWGC estimates an initial budget of \$50,000.00 for these services. PWGC understands that these costs will be paid directly by the Town of Oyster Bay.

ASSUMPTIONS AND EXCLUSIONS

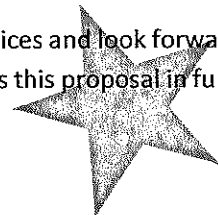
Submitted D/FEIS, environmental assessment forms, site plans, scoping documents will be provided to PWGC for use in our review.

ENGINEERING SERVICES FEE

Services outside the above scope of work will be considered additional services and billed at hourly rates of reimbursement in accordance with the attached rate schedule, or performed for a negotiated fee should they become necessary or are requested.

Services provided by PWGC will be performed as per the enclosed terms and conditions. Should you find this proposal acceptable kindly sign below where indicated and return a copy of the signed agreement to our office. Work will commence upon receipt of this signed contract.

We appreciate the opportunity to propose on these environmental engineering services and look forward to working with you on this endeavor. Should you have any questions or wish to discuss this proposal in further detail please do not hesitate to contact me at any time.



Very Truly Yours,
P.W. GROSSER CONSULTING

A handwritten signature in black ink, appearing to read "Charles Bartha", written in a cursive style.

Charles Bartha, PE
Sr. Vice President

Cc: B. Grogan, L. Mitchel

CLIENT	Town of Oyster Bay
PROJECT NAME	SEQRA Review – Various Sites
PWGC LP#	18LP549

I acknowledge that I am an authorized representative of the company, that I have full responsibility to execute this proposal, and that payment is due upon receipt of each invoice. I assume personal responsibility for payment of P.W. Grosser services.

Approved by _____

Signature
Date

Printed Name, Company _____

Date

Please indicate where invoices should be sent for processing:

Name _____

Address _____

Email _____

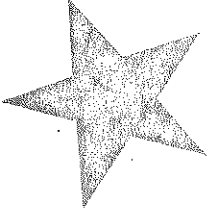
Billing Instructions:

Purchase Order # _____

Date invoices must be received by to be included in current billing cycle: _____

Invoices will be submitted via email. Do you require a hard copy in the mail? ☐ Yes ☐ No

Please list any additional special instructions for billing:



CLIENT	Town of Oyster Bay
PROJECT SITE	SEQRA Review – Various Sites
PWGC LP#	18LP549

2018 PWGC RATE SCHEDULE	
Category	Hourly
PRINCIPALS	
Senior Principals	\$175.00
Principals	\$175.00
PROJECT MANAGEMENT	
Senior Project Manager	\$150.00 - \$175.00
Project Manager	\$110.00 - \$165.00
HYDROGEOLOGIST/ENVIRONMENTAL SCIENTIST (HYDRO/ES)	
Senior Hydro/ES	\$85.00 - \$145.00
Project Hydro/ES	\$70.00 - \$95.00
Project Coordinator	\$65.00 - \$90.00
Field Hydro/ES	\$60.00 - \$80.00
ENGINEERING	
Project Engineer/Branch Manager	\$175.00
Senior Engineer	\$115.00 - \$140.00
Project Engineer	\$95.00 - \$140.00
Staff Engineer	\$85.00 - \$105.00
OTHER SERVICES	
IT Services	\$80.00
GIS/CADD Services	\$65.00
Administrative Services	\$65.00

CLIENT	Town of Oyster Bay
PROJECT SITE	SEQRA Review – Various Sites
PWGC LP#	18LP549

2018 SUBCONTRACTOR RATE SCHEDULE	
Category	Hourly
LKMA	
Associate	\$175.00
Senior Traffic Engineer	\$175.00
Traffic Engineer	\$150.00 - \$175.00
Assistant Engineer	\$100.00 - \$115.00
Junior Engineer	\$95.00 - \$140.00
Technician	\$60.00 - \$85.00
GPI	
Senior Transportation Engineer	\$175.00
Transportation Engineer	\$150.00 - \$175.00
Assistant Engineer	\$100.00 - \$115.00
Junior Engineer	\$95.00 - \$140.00
Technician	\$60.00 - \$85.00
KGO CONSULTING	
President	\$175.00
Planner	\$95.00

CLIENT	Town of Oyster Bay
PROJECT SITE	SEQRA Review – Various Sites
PWGC LP#	18LP549

TERMS & CONDITIONS

Performance of Services: The Consultant P.W. Grosser Consulting Inc. shall perform the services outlined in the proposal provided with this Agreement. Engineering services will be provided by P.W. Grosser Consulting Engineer & Hydrogeologist, PC. The proposal is effective for 120 days.

Additional Services: For additional services not included above, the Consultant shall be compensated based upon hourly rates of reimbursement in accordance with the attached rate schedule.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Retainer/Billing/Payment: The Client agrees to pay the Consultant for all services performed and all costs incurred. Prior to providing services, the Client shall deposit a retainer of **\$0.00** with the Consultant. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 45 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the client, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages a result of such suspension caused by any breach of this Agreement by the Client.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

Waiver: In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for the sole negligence or willful misconduct of the Consultant.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

Certifications, Guarantees and Warranties: The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Ownership of Documents: All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant, and may not be used by the Client for any other purpose without the prior written consent of the Consultant.

Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

Reviewed By
Office of Town Attorney

WHEREAS, Jamie E. Bogenshutz, President, Chamber of Commerce of the Massapequas, Inc., 675 Broadway, Massapequa, New York 11758-2372, requested that Broadway be closed from the corner of Pennsylvania Avenue & Broadway to the corner of Clark Avenue & Broadway, Massapequa, on Saturday, December 7, 2019, from 6:00 p.m. until 8:00 p.m., and also requested the use of one (1) large Showmobile, with public address system, podium and microphone, four (4) tower lights, ten (10) S.O.R.T. containers, twenty-five (25) barricades and one hundred fifty (150) chairs, for conducting the Chamber's Annual Christmas Tree and Menorah Lighting Ceremony, to be held on Saturday, December 7, 2019, with a rain/snow date of Sunday, December 8, 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated September 9, 2019, advised that the Highway Department has no objection to the Chamber of Commerce of the Massapequas, Inc. closing Broadway, from the corner of Pennsylvania Avenue & Broadway to the corner of Clark Avenue & Broadway, 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 accepted and approved and John P. Bishop, Deputy Commissioner, Highway Department, is hereby authorized to close Broadway, from the corner of Pennsylvania Avenue & Broadway to the corner of Clark Avenue & Broadway, Massapequa, on Saturday, December 7, 2019, from 6:00 p.m. until 8:00 p.m., and to provide the Chamber of Commerce of the Massapequas, Inc., with the use of one (1) large Showmobile, with public address system, podium and microphone, four (4) tower lights, ten (10) S.O.R.T. containers, twenty-five (25) barricades and one hundred fifty (150) chairs, for conducting the Chamber's Annual Christmas Tree and Menorah Lighting Ceremony, to be held on Saturday December 7, 2019, with a rain/snow date of Sunday, December 8, 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 authorized representative.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the aforescribed activity.
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$2,000,000.00 bodily injury and \$1,000,000.00 property damage, 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	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

30

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 9, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAYS

SUBJECT: THE CHAMBER OF COMMERCE OF THE MASSAPEQUAS INC. ANNUAL
HOLIDAY CHRISTMAS TREE AND MENORAH LIGHTING CEREMONY
TO BE HELD AT KLESTINEC PARK – DECEMBER 7, 2019
SNOW DATE: DECEMBER 8, 2019

Enclosed please find letter from a Jamie E. Bogenshutz, President, requesting our assistance on behalf of the Chamber of Commerce of the Massapequas, Inc, in conducting their annual Christmas Tree and Menorah Lighting Ceremony on Saturday, December 7, 2019 with a snow date of Sunday, December 8, 2019.

The Highway Department has no objection to the organization closing off the corner of Pennsylvania Avenue and Broadway to the corner of Clark Avenue and Broadway in Massapequa on Saturday, December 7, 2019 from 6:00 P.M. until 8:00 P.M. for their annual Holiday Celebration. A rain/snow date is also requested for Sunday, December 8, 2019. Further, the Highway Department can readily supply twenty five (25) complete barricades for the event.

The Parks Department fees are in conjunction with Resolution #174-2017, pertaining to permits for show mobiles.

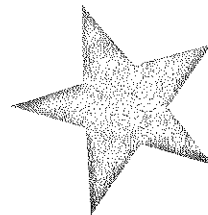
Also attached are the Certificate of Insurance, Endorsement Sheet and Hold Harmless Agreement to cover the affair. Therefore, Town Board Approval is requested


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

C: Town Attorney (9) copies
Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Richard Lenz, Commissioner of DPW

Parks Department
Justin McCaffrey, Commissioner of Public Safety
Grace SantaMaria, Highway Administration





The Chamber of Commerce of the Massapequas, Inc.

675 Broadway, Massapequa, NY 11758-2372

Phone: (516) 541-1443

Website: www.MassapequaChamber.org E-mail: masscoc@aol.com & on Facebook

Officers 2019-2020

President
Jamie Bogenschutz
YES Comes Counsel Ctr

First Vice President
Keith Wilson
Exit Realty Gateway

Second Vice President
Lucretia Palacios
ARF Services Inc.

Third Vice President
Karen Gawrych
Mary Kay Representative

Treasurer
Robin Hopworth
Robin Joy Photography

Recording Secretary
Robert Zabbin
AllState/Zabbin Agency

General Counsel
The Law Office of
Joanne M. Hawthorne

Board of Directors
Robert R. Barrett
Nappa Realty

Phyllis Davis
Avon-Ind. Sales Rep

Carol Leff
Law Firm of Richard A. Leff

Susan M. Martha
Susan M. Martha, CPA, PC

Greg Mammi
TLC Home Health Care

Patricia Orzano
P.R.O. Consultants

Stephen Farmer
Morgan Stanley

Salvatore Polito
Exit Realty Gateway

Howard Ritter
South Bay's Neighbor

Linda Rowe
First National Bank of LI

Gary Slavin
MassMutual

Anthony C. Ventiera
Tony V. Productions

August 15, 2019

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

To the Town of Oyster Bay:

The Massapequa Chamber of Commerce would like to request your assistance in planning our Annual Christmas Tree and Menorah Lighting Ceremony on:

Saturday, December 7, 2019 from 6:00 PM – 8:00 PM
Klestinee Park on Broadway in Massapequa
(Rain/Snow Date: Sunday, December 8, 2019)

We respectfully request the following street closures and equipment:

Street Closures:

- The corner of Pennsylvania Ave. & Broadway to the corner of Clark Ave. & Broadway must be blocked off for this event

Equipment Requests:

- One Large Showmobile with PA System, Podium, and Microphone
- 4 Tower Lights
- 10 Sort Containers
- 25 Barricades (to block off the requested area)
- 150 Chairs

Please ensure that the streets are closed/equipment delivered by 4:00 PM and picked up at 9:00 PM. We ask that you please contact our office as soon as possible with confirmation of our requests, and please feel free to call us at 516-541-1443 if you require any additional information.

Thank you very much for continued cooperation and support of the Massapequa Chamber of Commerce. Your assistance is greatly appreciated.

Warm regards,

Jamie Bogenschutz

Jamie E. Bogenschutz, LCSW

ENCL: Equipment Permit/Certificate of Insurance/Hold Harmless Agreement

Honorary Members

Joseph Saladino
Supervisor, T.O.B.

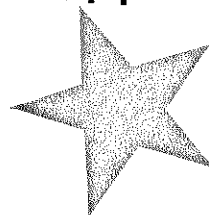
Lucille Iaconis
Superintendent of Schools
Massapequa

Dr. Edward Salina
Superintendent of Schools
Plainville

Onorio "Pete" Giannini
Past Executive Director

Chaplain
Fr. Anthony Hielakis

Office Staff
Shelley Mordewitz
Office Manager



03/14/18

THIS INSTRUMENT IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONTAINS NO WARRANTY FROM THE CERTIFICATE HOLDER. THE CERTIFICATE DOES NOT REPRESENTATION OR WARRANTIES, EITHER OR ALONE, THE CERTIFICATE APPEARING ON THE FOLDER. INSTEAD, THIS CERTIFICATE OF INFORMATION DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUER AND THE AUTHORIZED REPRESENTATIVE OR PROMOTER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the customer makes it an anticipated condition, the principal must have sufficient, adequate resources or be assured. If circumstances in Russia, subject to the terms and conditions of the policy, certain policies may result in non-payment. A statement on this website does not constitute an offer by the customer under any of our contracts.

HUBBINETTE-COWELL ASSOC INC
1008 Park Blvd, #3
Massapequa Park, NY 11762-2777

(516) 795-1330 (516) 795-5101
info@hugoburnett-cowell.com

**CHAMBER OF COMMERCE
OF THE MASSAPEQUAS, INC.
675 BROADWAY
MASSAPEQUA, NY 11758-2818**

SENTINEL INSURANCE CO. LTD		15580
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DIACOR GERMAN BANK

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED HEREIN HAVE BEEN ISSUED BY THE COMPANIES NAMED ABOVE FOR THE POLICY NUMBER SPECIFIED. NOTWITHSTANDING ANY REPRESENTATION, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WHEN HEREAFTER THE SAID THIS CERTIFICATE MAY BE FILED ON ANY POLICY, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, DECLARATIONS AND CONDITIONS OF SAID POLICY LAWS AND MAY NOT HAVE BEEN MODIFIED BY THIS CLAIM.

[illegible]

PROOF OF INSURANCE FOR USE OF (1) LARGE SHOWMOBILE WITH PA SYSTEM, PODIUM AND MICROPHONE AND ALL TOWN EQUIPMENT (4 TOWER LIGHTS, 10 SORT CONTAINERS, 25 BARRICADES AND 150 CHAIRS) AT KLESTINEC PARK, BROADWAY, MASSAQUEUA FOR CHRISTMAS TREEMENORAH LIGHTING CEREMONY TO BE HELD ON DECEMBER 7, 2019. WEATHER DATE: DECEMBER 8, 2019. THE TOWN OF OYSTER BAY IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #CG2828.

CONFIDENTIAL - SECURITY INFORMATION

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

Discussion

ALLS ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF. NOTICE SHALL BE GIVEN IN ACCORDANCE
WITH THE POLICY PROVISIONS.

1. **THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, _____, a Notary Public in and for said State, do hereby certify that the foregoing is a true and correct copy of the _____ of _____, as the same appears from the records of said County.**

Paul A. Court

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

The ACCORD study will keep any remaining parts of ACCORD

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Reviewed By
Office of Town Attorney

[Handwritten signature]

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

For use of (1) Large Showmobile with a PA System, Podium and Microphone and all town equipment at Klesiec Park, Broadway, Massapequa for Christmas Tree Menorah Lighting to be held on December 7, 2019. Weather Date: December 8, 2019.

Page 1 of 1

B.M.

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

This Agreement is made this 15 day of August, 2019, by Chamber of Commerce of the Massapeguas, Inc. (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Klestinac Park on Broadway in Massapequa. We request 2 large Shammobile with PA System, Podium and Microphone, 4 Tower Lights, 10 Soft Containers, 25 Barricades, and 150 Chairs.

For the event described as Massapequa Chamber of Commerce Christmas Tree/Menorah Lighting Ceremony.
The property/equipment is used from Sat. Dec. 7, 2019 to Monday, Dec. 9, 2019.
The event for which the property and/or equipment is requested ☐ is ☒ is not a not a profit making event.

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

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

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

Name of Organization:

Chamber of Commerce of the Massapeguas, Inc.

Address of Organization:

675 Broadway
Massapequa, NY 11759

By: [Signature]

Authorized Representative

Title: President

Telephone Number: (516) 541-1443

Reviewed By
Office of Town Attorney

[Signature]

Meeting of April 4, 2017

Resolution No. 174-2017

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated March 27, 2017, requested Town Board authorization, to implement the attached Town of Oyster Bay 2017 Revised Department of Parks Field Permit and Equipment Fee Schedule, and further requested that the Commissioner of Parks be authorized to promulgate the rules and regulations for the issuance of field and equipment permits and the collection of the commensurate fees,

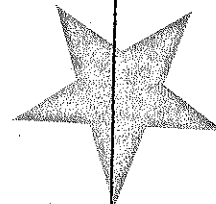
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to implement the attached Town of Oyster Bay 2017 Revised Department of Parks Field Permit and Equipment Fee Schedule, and the Commissioner of Parks is authorized to promulgate the rules and regulations for the issuance of field and equipment permits and the collection of the commensurate fees.

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Absent
Councilman Coschignano	Aye
Councilwoman Aletia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Parks


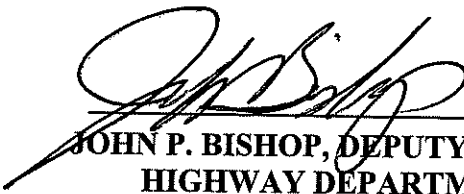


DATE: 8/30/19
TO: HIGHWAY OPERATIONS
SUBJECT: Massapequa Chamber of Commerce Annual Christmas Tree Lighting

PLEASE DELIVER TO:	DATE OF EVENT:	12/7/19
Klestinec Park on Broadway		
Massapequa	BARRICADES:	25
Show Date: 12/8/19		
CONTACT: Shelly	CONES:	
516-541-1443		
	SORT PAILS:	
	PORTABLE LIGHTS:	
	GENERATOR:	
	PACKER:	
	DELIVER ON:	12/6/19
	PICKUP ON:	12/9/19

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

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



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz

CC: Doug Robalino, General Foreman 002	Rich Porcelli, DPW Admin
Jack Grandine, Regional Foreman 007	Public Safety Division
Area Foreman 020	
Jeff VanNostrand	
Dan Kornfeld	

Reviewed By
Office of Town Attorney



WHEREAS, The Town of Oyster Bay has applied for, and the New York State Department of Environmental Conservation ("NYS DEC") has approved, a grant of up to \$170,922.10 through the NYS DEC Municipal Waste Reduction and Recycling Program to reimburse the Town for eligible expenses incurred towards the purchase of a recycling packer truck, up to 10,917 residential recycling pails and up to 10 recycling igloo containers relative to the Town's recycling program; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated September 23, 2019, informed the Town Board that receipt of the aforesaid funding is contingent upon the execution of a State of New York Master Contract between the Town and the NYS DEC, and requested Town Board authorization to permit the Supervisor, or the Supervisor's authorized designee to execute said Master Contract and all forms necessary, in connection with the NYS DEC's Municipal Waste Reduction and Recycling Program;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor and the Supervisor's authorized designee, are authorized to execute a State of New York Master Contract with New York State Department of Conservation and all other forms necessary, in connection with the Municipal Waste Reduction and Recycling Program.

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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	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: SEPTEMBER 23, 2019

SUBJECT: SUPPLEMENTAL MEMORANDUM TO MD 9/17/19; ITEM # 17
NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION
MUNICIPAL WASTE REDUCTION AND RECYCLING PROGRAM

The Town of Oyster Bay has been approved to receive up to \$170,922.10 through the New York State Department of Environmental Conservation's (NYSDEC) Municipal Waste Reduction and Recycling Program. Funding through this program will provide the Town with up to a 50% reimbursement of costs incurred towards the purchase of a recycling packer truck, up to 10,917 residential recycling pails and up to 10 recycling igloo containers. Receipt of this grant funding is contingent upon the execution of a State of New York Master Contract between the NYS DEC and Town.

We therefore respectfully request a Town Board Resolution authorizing the Supervisor or his authorized designee to execute a State of New York Master Contract with the New York State Department of Conservation in connection with the Municipal Waste Reduction and Recycling Program.


Frank V. Sammartano
Commissioner

cc: Town Attorney w/9 copies
Richard Lenz, P.E., Commissioner, Department of Public Works

17

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

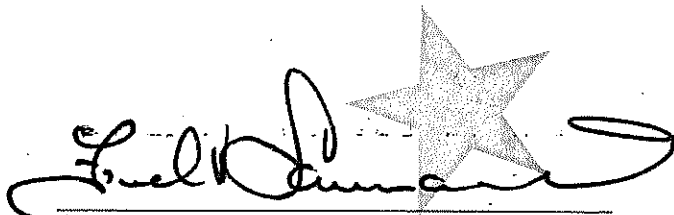
TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: SEPTEMBER 16, 2019

SUBJECT: NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION
MUNICIPAL WASTE REDUCTION AND RECYCLING PROGRAM

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of October 1, 2019. Details will follow by supplemental memorandum.


Frank V. Sammartano
Commissioner

cc: Town Attorney w/9 copies

Reviewed By
Office of Town Attorney

WHEREAS, INDUSTRIAL & RESEARCH ASSOCIATES CO., the then fee owner, received a Special Use Permit from the Town Board, granted by Resolution No. 898-82, adopted on October 19, 1982, to erect and maintain a proposed two-story building with a connecting corridor to an existing one-story building, to be used for offices, data processing, the service and repair of electronic equipment and for warehousing on premises located in an Light Industrial ("LI") at 90 Crossways Park Drive West, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block 196, Lot 25 on the Land and Tax Map of Nassau County; and

WHEREAS, the Site Plan for the aforementioned project was approved by Resolution No. 512-83, adopted on June 7, 1983; and

WHEREAS, an Amended Site Plan, providing for the installation of a 16 ft. by 24 ft. steel storage shed, 7 ft. high fencing throughout the site and relocation of the refuse container was approved by Resolution No. 812-83, adopted on September 20, 1983; and

WHEREAS, PRIMROSE SCHOOL, fee owner, has now submitted an application for site plan approval in order to modify the site to accommodate a proposed Day Care Center; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated June 25, 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" and 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 a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceed any of the thresholds in Section 617.4 of this part" 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 Town departments, agencies and the Planning Advisory Board and received approval from the Planning Advisory Board by Resolution No. 11-2019, adopted on September 12, 2019; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memoranda dated September 13, 2019 and September 20, 2019, advised that the Department of Planning and Development has reviewed the following eighteen (18) plans prepared by 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>
G0.0	PRIMROSE SCHOOL	Kevin M. Paul, R.A.	08//2019
C1.0	EXISTING SITE CONDITIONS	Kevin M. Paul, R.A.	09/20/2019
C1.1	SITE REMOVAL PLAN	Kevin M. Paul, R.A.	09/20/2019
C2.0	DIMENSIONAL SITE PLAN	Kevin M. Paul, R.A.	09/20/2019
C2.1	SNOW REMOVAL PLAN	Kevin M. Paul, R.A.	09/20/2019
C2.2	PLANTING PLAN	Kevin M. Paul, R.A.	09/20/2019
C3.0	GRADING, DRAINAGE AND SANITARY PLAN	Kevin M. Paul, R.A.	09/20/2019
C4.0	EROSION CONTROL PLAN	Kevin M. Paul, R.A.	09/20/2019
C5.0	PLAY AREAS #1 AND #2	Kevin M. Paul, R.A.	09/20/2019
C6.0	SITE DETAILS	Kevin M. Paul, R.A.	09/20/2019
C6.1	SITE DETAILS	Kevin M. Paul, R.A.	09/20/2019
C6.2	SITE DETAILS	Kevin M. Paul, R.A.	09/20/2019
A1.0	FIRST FLOOR PLAN	Kevin M. Paul, R.A.	09/20/2019
A1.1	SECOND FLOOR PLAN AND MEZZANINE LEVEL	Kevin M. Paul, R.A.	09/20/2019
A9.0	EXTERIOR BUILDING EVELATIONS	Kevin M. Paul, R.A.	09/20/2019
E8.0	SITE LIGHTING PLAN	Kevin M. Paul, R.A.	08/2019
E8.1	SITE LIGHTING PHOTOMETRIC PLAN	Kevin M. Paul, R.A.	08/2019
E8.2	SITE LIGHTING SPECIFICATIONS	Kevin M. Paul, R.A.	08/22/2019

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 memoranda of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated September 13, 2019 and September 20, 2019, the eighteen (18) plans prepared by H2M architects + engineers, Melville, New York, are hereby approved; and be it further

RESOLVED, That the application of PRIMROSE SCHOOL, fee owner, for site plan approval to operate a day care center on premises located in an Light Industrial ("LI") at 90 Crossways Park Drive West, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block 196, Lot 25 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.

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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	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

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Town of Oyster Bay
Inter-Departmental Memo


TO: MEMORANDUM DOCKET


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

DATE: SEPTEMBER 13, 2019

SUBJECT: SITE PLAN REVIEW AND APPROVAL
PRIMROSE SCHOOL
90 CROSSWAYS PARK DRIVE WEST
WOODBURY, N.Y. 11797
SEC. 15 BLK. 196 LOT 25
ZONE: LIGHT INDUSTRY
SITE PLAN APPLICATION NUMBER: SP 12-19

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
COMMISSIONER



ELZ/jsv

cc: Legislative Affairs (9 copies)

13

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: SEPTEMBER 20, 2019

SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 19
DOCKET OF SEPTEMBER 17, 2019
SITE PLAN REVIEW AND APPROVAL
PRIMROSE SCHOOL
90 CROSSWAYS PARK DRIVE WEST
WOODBURY, N.Y. 11797
SEC. 15 BLK. 196 LOT 25
ZONE: LIGHT INDUSTRY
SITE PLAN APPLICATION NUMBER: SP 12-19

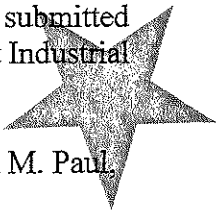
This Department has reviewed the proposed Site Plan Application for the above-captioned project with regard to section, block and lot designation, zoning classification, existing variances, zoning violations and required off-street parking. The Department's review is made pursuant to Chapter 246 of the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

The subject site received a Special Use Permit from the Town Board, granted by Resolution Number 898-82 on October 19, 1982 to erect and maintain a proposed two-story building with a connecting corridor to the existing one-story building. The building would be used for offices, data processing, the service and repair electronic equipment and for warehousing on the subject premises. On June 7, 1983, the applicant's Site Plan was approved for said project through Town Board Resolution Number 512-83. Following that, the applicant amended the Site Plan in order to install a 16 ft. by 24 ft. steel storage shed, install 7 ft. high fencing throughout the site as well as the relocation of the refuse container through Town Board Resolution 812-83, dated September 20, 1983.

The current applicant is seeking Town Board to approve the enclosed Site Plan in order to modify the site to accommodate a proposed Day Care Center; an as of right use. Additionally, this Site Plan received approval from the Town Of Oyster Bay's Planning Advisory Board through Resolution Number 11-2019, Meeting of September 12, 2019 (enclosed).

As per the Restrictive Covenants associated with Town Board Resolution Number 898-82, Number 8, states that, "That no certificate of occupancy shall be issued unless and until a site plan has been approved by Town Board resolution...." Currently, the applicant has submitted proposed plans to operate a day care facility which is an as of right use within the Light Industrial Zone.

This Department has reviewed the following eighteen (18) drawings prepared by Kevin M. Paul, R. A., are identified as follows:





SHEET NO.	TITLE:	PREPARED BY:	DATE:
G0.0	Primrose School	Kevin M. Paul, R. A.	8/2019
C1.0	Existing Site Conditions	Kevin M. Paul, R. A.	9/20/2019
C1.1	Site Removal Plan	Kevin M. Paul, R. A.	9/20/2019
C2.0	Dimensional Site Plan	Kevin M. Paul, R. A.	9/20/2019
C2.1	Snow Removal Plan	Kevin M. Paul, R. A.	9/20/2019
C2.2	Planting Plan	Kevin M. Paul, R. A.	9/20/2019
C3.0	Grading, Drainage and Sanitary Plan	Kevin M. Paul, R. A.	9/20/2019
C4.0	Erosion Control Plan	Kevin M. Paul, R. A.	9/20/2019
C5.0	Play Areas #1 and #2...	Kevin M. Paul, R. A.	9/20/2019
C6.0	Site Details	Kevin M. Paul, R. A.	9/20/2019
C6.1	Site Details	Kevin M. Paul, R. A.	9/20/2019
C6.2	Site Details	Kevin M. Paul, R. A.	9/20/2019
A1.0	First Floor Plan	Kevin M. Paul, R. A.	9/20/2019
A1.1	Second Floor Plan and Mezzanine Level	Kevin M. Paul, R. A.	9/20/2019
A9.0	Exterior Building Elevations	Kevin M. Paul, R. A.	9/20/2019
E8.0	Site Lighting Plan	Kevin M. Paul, R. A.	8/2019
E8.1	Site Lighting Photometric Plan	Kevin M. Paul, R. A.	8/2019
E8.2	Site Lighting Specifications	Kevin M. Paul, R. A.	8/2019

Also submitted for your review are the following documents:

1. Town Board Resolution Number 898-82, dated October 19, 1982
2. Town Board Resolution Number 512-83, dated June 7, 1983
3. Town Board Resolution Number 812-83, dated September 20, 1983
4. Planning Advisory Board Resolution Number 11-2019, Meeting of September 12, 2019
5. Memorandum from George Baptista, Deputy Commissioner, Department of Environmental Resources, dated June 25, 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 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)

Planning

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

June 25, 2019

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

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

SUBJECT: 90 CROSSWAYS PARK DRIVE; CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA): TYPE II

LOCATION: 90 CROSSWAYS PARK DRIVE, WOODBURY, NY 11797;
SECTION: 15, BLOCK: 196, LOT(S): 25

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 (DER) has reviewed the above captioned proposed action. In connection with review of this subject action pursuant to SEQRA, the Department was provided with the New York State Short Environmental Assessment Form dated June 19, 2019, and Town of Oyster Bay Short Environmental Assessment Form Addendum dated June 20, 2019. The Department of Environmental Resources also met with the applicant to discuss the proposed project on June 3, 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" and item #18, "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a 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 of this part,"

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



File: FILE/ TYPE II/90 Crossways Park Drive_Woodbury

Meeting of October 19, 1982

WHEREAS, INDUSTRIAL & RESEARCH ASSOCIATES CO., by petition verified June 3, 1982, heretofore petitioned the Town Board of the Town of Oyster Bay for special permission pursuant to Sec-508(f) of the Building Zone Ordinance to erect, maintain and/or operate, in an "H" Industrial District (Light Industry), a new proposed two-story building with a connecting corridor to the existing one-story building, which new building will be used for offices, data processing, the service and repair of electronic equipment and for warehousing, on the premises situated at Woodbury, New York and described below; and

WHEREAS, a duly advertised public hearing on said petition was held by the Town Board of the Town of Oyster Bay on September 21, 1982, at which hearing all parties interested in the subject matter and desiring to be heard, were heard; and

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

WHEREAS, the Nassau County Planning Commission, by Resolution No. 2306-82, adopted September 2, 1982, recommends the Town Board of the Town of Oyster Bay take such action as it deems appropriate, the Commission having no objections or modifications; and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts and circumstances adduced at the hearing and from facts within the personal knowledge of the members of the Town Board that because of the area, location, nature and character of the subject premises, the subject premises is adequate and suitable for the requested use; that the granting of the application, subject to the covenants, restrictions and provisions contained herein imposed upon said premises will not adversely affect the present character of the area and will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, by memorandum dated July 20, 1982, John H. VanderVeer, P. E., on behalf of the Town Environmental Quality Review Commission, stated he has reviewed this application pursuant to 6 NYCRR, Part 617, the rules and regulations pertaining to the State Environmental Quality Review Act and reports said application is of the type that will not have a significant effect on the environment,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay, having reviewed the environmental aspects of this application and the comments and recommendations of John H. VanderVeer, P. E., the Town Board of the Town of Oyster Bay hereby finds this is an application of the type that will not have a significant effect on the environment; and be it further

RESOLVED, That the petition of INDUSTRIAL & RESEARCH ASSOCIATES CO., for two (2) special use permits pursuant to Section 508(f) of the Building Zone Ordinance to erect, maintain and/or operate, in an "H" Industrial District (Light Industry), a new proposed two-story building with a connecting corridor to an existing one-story

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Approved as to Form
by Town Attorney

building, which new building will be used for offices, data processing, the service and repair of electronic equipment and for warehousing, on the following described premises, be and the same is hereby GRANTED:

PARCEL "A"

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

BEGINNING at a point located by running the following three (3) courses and distances from a point of reverse curvature at the southerly end of a curve having a radius of 50.00 feet joining the northerly side of Crossways Park West (60 feet wide) with the westerly side of Crossways Park North (50 feet wide) as said streets are laid down on the Maps of Nassau Crossways Industrial Park: (1) southerly along the westerly side of Crossways Park West along a curve bearing to the left, having a radius of 180.00 feet for the arc length of 201.78 feet to a point of tangency; (2) south 4° 16' 59" East still along the westerly side of Crossways Park West, 213.00 feet; (3) south 85° 43' 01" West, 222.10 feet. Running thence from this point of beginning south 4° 16' 59" East, 95.92 feet; thence north 73° 10' 50" West, 159.70 feet; thence south 16° 49' 10" West, 140.00 feet; thence north 73° 10' 50" West for the distance of 269.00 feet to a point in the easterly side of Seaford Oyster Bay Expressway Service Road; thence northerly along the easterly side of the Seaford Oyster Bay Expressway Service Road along a curve bearing to the right having a radius of 1970.00 feet for the arc length of 200.35 feet; thence south 73° 10' 50" East along a line radial to the last mentioned course, 327.94 feet; thence north 85° 43' 01" East, 81.90 feet to the point or place of BEGINNING. SAID parcel containing 65,340 square feet or 1.500 acres.

PARCEL "B"

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

BEGINNING at a point lying in the westerly side of Crossways Park West (60 feet wide) located by running the following two (2) courses and distances from a point of reverse curvature at the southerly end of a curve having a radius of 50.00 feet joining the northerly side of Crossways Park West with the westerly side of Crossways Park North (50 feet wide) as said streets are laid down on the Maps of Nassau Crossways Industrial Park: (1) southerly along the westerly side of Crossways Park West along a curve bearing to the left having a radius of 180.00 feet for the arc length of 201.78 feet to a point of tangency; (2) south 4° 16' 59" East still along the westerly side of Crossways Park

West, 213.00 feet. Running thence from this point of beginning South 4° 16' 59" East still along the westerly side of Crossways Park West, 192.92 feet; thence south 85° 43' 01" West, 359.60 feet; thence north 73° 10' 50" West, 66.35 feet; thence north 16° 49' 10" East, 140.00 feet; thence south 73° 10' 50" East, 159.70 feet; thence north 4° 16' 59" West, 95.92 feet; thence North 85° 43' 01" East, 222.10 feet to the point or place of BEGINNING. SAID parcel containing 65,340 square feet or 1.500 acres.

The two above described parcels each being 1.5 acres or a total of 3 acres are known as and by Lot 9, Block 196 of Section 15 on the Land and Tax Map of Nassau County.

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

1. That any and all outdoor lighting shall be directed onto the subject property and all such lighting shall be of low intensity.
2. That no rotating signs shall be erected and utilized and that all signs shall comply with all applicable provisions of present and future laws and ordinances of the Town of Oyster Bay.
3. That all waste, debris, garbage or refuse shall be stored in closed containers, fenced in on three (3) sides. In addition, outdoor storage of equipment is prohibited.
4. That there shall be provided such additional emergency exits and any and all other equipment, if any, recommended by the Office of the Fire Marshal of Nassau County.
5. That there shall be strict compliance with any and all ordinances, laws, regulations or directives of the Town of Oyster Bay, Nassau County Fire Marshal's Office, the Nassau County Department of Health and any or all other agencies or departments of the Town of Oyster Bay, County of Nassau, State of New York and the United States of America.
6. That all driveways and parking fields shall be paved and maintained in good repair. That all drainage shall conform to the requirements of the individual building site plans and regulations of the Department of Planning and Development and that all areas shall be kept in a neat and clean condition; all fencing, if any, trees and landscaping shall be properly maintained and all structures and equipment shall be maintained in good condition at all times.
7. That parking shall only be permitted in designated areas. All other driveway areas shall remain open at all times for fire and emergency apparatus.

8. That no certificate of occupancy shall be issued unless and until a site plan has been approved by Town Board resolution, which site plan shall be drawn to scale and presented in a form acceptable to the Department of Planning and Development and include details and information on the type of material and color of the proposed building and shall also include the location of ingress and egress, layout and striping of all parking areas, location of sidewalks, location of landscaping and planters, size, type and location of all other landscaping, location of dumpsters, if any, size, type and location of exterior lighting, all illuminated and non-illuminated signs, safety equipment and any other information or details as may be required by the Department of Planning and Development.

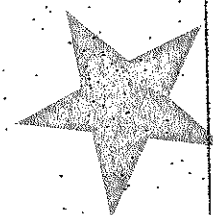
9. That in the event of any violation of any kind of the restrictions, covenants or provisions contained herein or any previously imposed, or any ordinance or regulations and failure of the then owner of the real property, or any first mortgagee, to remedy such violation within thirty (30) days after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

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

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

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

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



WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 898-82, adopted October 19, 1982, approved the application of INDUSTRIAL AND RESEARCH ASSOCIATES CO. for special permission to erect, maintain and/or operate in an "E" Industrial District, a new proposed two-story building with a connecting corridor to the existing one-story building, which new building will be used for offices, data processing, the service and repair of electronic equipment and for warehousing at Woodbury, New York; and

WHEREAS, said resolution was subject to certain covenants, restrictions and provisions; and

WHEREAS, Covenant "B" provided "B. That no certificate of occupancy shall be issued unless and until a site plan has been approved by Town Board Resolution, which site plan shall be drawn to scale and presented in a form acceptable to the Department of Planning and Development, and include details and information on the type of material and color of the proposed building and shall also include the location of ingress and egress, layout and striping of all parking areas, location of sidewalks, location of landscaping and planters, size, type and location of all other landscaping, location of dumpsters, if any, size, type and location of exterior lighting, all illuminated and non-illuminated signs, safety equipment and any other information or details as may be required by the Department of Planning and Development; and

WHEREAS, Louis W. Hanold, Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 9, 1983, reports his office has reviewed the two (2) site plans entitled "Site Plan and Details, Additions and Alterations to GRUMMAN DATA SYSTEMS at 80 Crossways Park West, Woodbury, N.Y.", prepared by Michael Harris Spector, A.I.A.P.C., Architects, Drawing No. A-1 of 8, dated 10-18-82 and last revised to 4-22-83, which plan depicts a new two-story building to be attached to an existing one-story building, which will be used for various office and related electronic services by GRUMMAN DATA SYSTEMS. Also depicted on the plans are means of ingress and egress to the site, paving, parking, curbing, lighting, dumpster location and a new ground sign. The second site plan is a landscaping plan entitled "TILLES GRUMMAN DATA" prepared by Steven Dubner Landscaping, dated 4/82, which plan depicts the proposed landscaping to be installed on the portion of the property to be occupied by the new two-story building. In addition, Deputy Commissioner Louis W. Hanold reports it is the developer's intention to provide less on-site parking than required under the Building Zone Ordinance; the existing and proposed new building require 175 spaces, while the developer shows 111 spaces being provided on the site plan, which reduction will require that the applicant must seek relief from the Zoning Board of Appeals; and

207

WHEREAS, Louis W. Hanold, Deputy Commissioner of the Department of Planning and Development, reports that in his opinion, the above referred to site plans, would be compatible with the surrounding area, and recommends Town Board approval of the aforementioned site plans,

NOW, THEREFORE, BE IT RESOLVED, That the two (2) site plans submitted by INDUSTRIAL AND RESEARCH ASSOCIATES CO., and GRUMMAN DATA SYSTEMS, entitled "Site Plan and Details, Additions and Alterations to GRUMMAN DATA SYSTEMS at 80 Crossways Park West, Woodbury, N.Y.", prepared by Michael Harris Spector, A.I.A.P.C., Architects, Drawing No. A-1 of 8, dated 10-18-82 and last revised to 4-22-83, and the landscaping plan entitled "TILLES GRUMMAN DATA" prepared by Steven Dubner Landscaping, dated 4/82, be and the same are hereby approved, provided that the INDUSTRIAL AND RESEARCH ASSOCIATES CO., and/or GRUMMAN DATA SYSTEMS or their successors or assigns shall promptly make application to the Zoning Board of Appeals for a parking variance for sixty-four (64) additional parking spaces for possible future use, and INDUSTRIAL AND RESEARCH ASSOCIATES CO., and GRUMMAN DATA SYSTEMS, or its successors or assigns, do voluntarily covenant to land bank up to sixty-four (64) parking spaces for possible future use. Should additional parking be required, then such additional parking spaces as may be required shall be obtained and installed from the land bank reserve recited above, within thirty (30) days after written notice from the Commission et of the Department of Planning and Development.

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

Supervisor Colby	Aye
Councilman Mosca	Aye
Councilman Hogan	Aye
Councilman Diamond	Absent
Councilman Clark	Aye
Councilman Bynes	Aye
Councilman Venditto	Aye

Meeting of September 20, 1983

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 898-82, adopted October 19, 1982, granted a special use permit for an addition to the existing building to be used for offices, data processing, the service and repair of electronic equipment and for warehousing, to INDUSTRIAL AND RESEARCH ASSOCIATES CO., at Woodbury, New York; and

WHEREAS, said resolution was subject to certain covenants, restrictions and provisions; and

WHEREAS, the Town Board of the Town of Oyster Bay adopted Resolution No. 512-83 approving a specific site plan; and

WHEREAS, since the approval of said site plan, the applicant has submitted an amended site plan entitled "Additions and Alterations to GRUMMAN DATA SYSTEMS at 80 Crossways Park West, Woodbury, N.Y. Site Plan and Details" Drawing No. A-1 of 8 prepared by Michael Harris Spector, A.I.A., P.C., Architect, dated October 18, 1982 and last revised to 7/19/83. The changes enumerated on the amended plan are as follows: 1. The installation of a 16 ft. by 24 ft. steel storage shed and 7 ft. high chain link security fence in the westerly parking area behind the existing one-story facility. 2. Relocation of the rubbish container and additional parking located in the area between the northerly building wall and the northerly property line. 3. Various other 7 ft. high chain link security fences throughout the property. In addition, please take note of the parking spaces designated with the red "H" for handicapped parking, which were so depicted by the Department of Planning and Development at the request of the developer; and

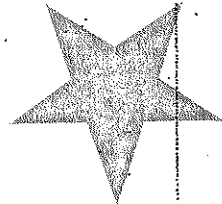
WHEREAS, Louis W. Hanold, Deputy Commissioner of the Department of Planning and Development reports that the proposed amendments do not conflict with Resolution No. 898-82, and have no serious impact upon the site, and recommends Town Board approval of the aforesaid site plan,

NOW, THEREFORE, BE IT RESOLVED, That the amended site plan entitled "Additions and Alterations to GRUMMAN DATA SYSTEMS at 80 Crossways Park West, Woodbury, N.Y. Site Plan and Details" Drawing No. A-1 of 8 prepared by Michael Harris Spector, A.I.A., P.C., Architect, dated October 18, 1982 and last revised to 7/19/83, be and the same 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 Colby	Aye
Councilman Mosca	Aye
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye
Councilman Hynes	Aye
Councilman Venditto	Aye

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



SEP 22 1983
TOWN OF OYSTER BAY
CLERK

Approved as to Form
Deputy Town Attorney
[Signature]

REC-15
BLK-196
LOT-9

Town of Oyster Bay
Planning Advisory Board
Meeting of September 12, 2019

WHEREAS, an application and proposed plans have been submitted to the Town of Oyster Bay Planning Advisory Board by MVA Realty, (hereinafter "Applicant") 89 Carlough Road, Bohemia, New York 11716 for proposed alterations to an existing building to accommodate a day care center with two outdoor play areas and associated site improvements at 90 Crossways Park Drive West, Woodbury, New York 11797 (a/k/a Section 15, Block 196, Lot 25) in the "LI" (Light Industry) 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 other various interested departments and governmental agencies, and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources by memorandum dated June 25, 2019, forwarded a memorandum to the Planning Advisory Board; and

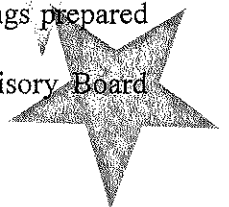
WHEREAS, the Planning Advisory Board has reviewed said memorandum, and finds that the proposed action is classified as a Type II Action pursuant to the SEQRA Type II Actions List, and therefore, adopts same for the purposes of SEQRA, and

WHEREAS, the Nassau County Planning Commission referred this matter to the Town of Oyster Bay for local determination by memorandum dated August 23, 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 alterations to an existing building to accommodate a day care center with two outdoor play areas and associated site improvements, and

WHEREAS, the Planning Advisory Board, after due deliberation, finds that the request for the proposed alterations to an existing building to accommodate a day care center with two outdoor play areas and 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 fifteen (15) drawings prepared by Keven M. Paul, R.A., which were revised in accordance with the Planning Advisory Board



APPROVED AS TO FORM
[Signature]
EXEC. SEC. OF P.A.B.

Member's comments that were made during the September 12, 2019 meeting, are identified as follows:

NUMBER	TITLE	LAST REVISED
G.0.0	COVER SHEET	08/2019
C1.0	EXISTING SITE CONDITIONS	09/20/2019
C1.1	SITE REMOVAL PLAN	09/20/2019
C2.0	DIMENSIONAL SITE PLAN	09/20/2019
C2.1	SNOW REMOVAL PLAN	09/20/2019
C2.2	PLANTING PLAN	09/20/2019
C3.0	GRADING, DRAINAGE AND SANITARY PLAN	09/20/2019
C4.0	EROSION CONTROL PLAN	09/20/2019
C5.0	PLAY AREAS # 1 & 2 – ENLARGED SITE PLAN, DETAILS AND GENERAL NOTES	09/20/2019
C6.0	SITE DETAILS	09/20/2019
C6.1	SITE DETAILS	09/20/2019
C6.2	SITE DETAILS	09/20/2019
A1.0	FIRST FLOOR PLAN	09/20/2019
A1.1	SECOND FLOOR PLAN AND MEZZANINE LEVEL	09/20/2019
A9.0	EXTERIOR BUILDING ELEVATIONS	09/20/2019

and the following three (3) drawings prepared by Anthony W. Kim, P.E., are identified as follows:

NUMBER	TITLE	LAST REVISED
E8.0	SITE LIGHTING PLAN	08/2019
E8.1	SITE LIGHTING PHOTOMETRIC PLAN	08/2019
E8.2	SITE LIGHTING SPECIFICATIONS	08/2019

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

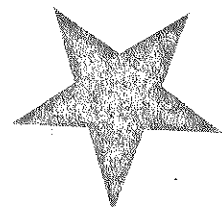
full compliance in all respects with the following conditions and provisions:

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 exterior structures, the parking lot, landscaped areas and all other installations 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. 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.

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

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



APPROVED AS TO FORM
Anthony W. Kim
EXEC. SEC. OF P.A.B.

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 5, 2019, requested Town Board authorization to present Movies by Moonlight Halloween Edition featuring *Hocus Pocus*, free to the public, on Saturday, October 12, 2019 at Syosset-Woodbury Community Park, with pre-movie activities to begin at 4:00 P.M. and the movie to begin at dusk, movie and carnival equipment to be procured through the Purchasing Division, at a cost not to exceed \$2,000.00, with funds available in Recreational Supplies Account CYS A 7020 41800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes the Department of Community and Youth Services to present Movies by Moonlight Halloween Edition featuring *Hocus Pocus*, free to the public, on Saturday, October 12, 2019 at Syosset-Woodbury Community Park, with pre-movie activities to begin at 4:00 P.M. and the movie to begin at dusk, movie and carnival equipment to be procured through the Purchasing Division, at a cost not to exceed \$2,000.00, with funds available in Recreational Supplies Account CYS A 7020 41800 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	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

September 5, 2019

TO: Memorandum Docket


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


SUBJECT: 2019 Movies By Moonlight Halloween Edition Featuring *HOCUS POCUS*

The Department of Community and Youth Services is requesting Town Board authorization to present Movies By Moonlight Halloween Edition featuring *Hocus Pocus*. The event is scheduled to be held on Saturday, October 12, 2019 at Syosset-Woodbury Community Park, 7800 Jericho Turnpike, Woodbury, NY 11797, pre-movie activities will begin at 4:00 P.M. and the movie will begin at dusk. The event is free to the public.

Costs for the event will not exceed \$2,000. The movie and carnival equipment for the event will be procured through the Purchasing Division. Funding is available in account CYS A 7020 41800 000 0000, Recreational Supplies.

Therefore, it is respectfully requested that the Town Board authorize the Department to present the Movies By Moonlight Halloween Edition.




Maureen A. Fitzgerald
Commissioner

MAF:kf

cc: Town Attorney (Original +9 copies)

WHEREAS, in connection with the Oyster Festival to be held on Saturday, October 19, 2019 and Sunday, October 20, 2019, James B. Fuccio, Esq., Chairman, Oyster Festival Committee, by letter dated July 10, 2019, requested the following:

1. That the use of fifty (50) complete barricades and thirty (30) SORT pails be authorized for use for the event;
2. That the closure of the following streets on behalf of the above event be authorized: Shore Avenue, Audrey Avenue, Spring Street (West Main Street to Audrey Avenue), Larrabee Avenue, Maxwell Avenue, West End Avenue and South Street (Old Pine Hollow Road, Old Route 106) starting at the intersection of Audrey Avenue and East Main Street, Oyster Bay, heading north, from 8:00 p.m. on Friday, October 18, 2019 through 12:01 a.m. on Monday, October 21, 2019;
3. That "No Parking" signs be posted on the above streets, as well as the west side of Underhill Avenue, from 8:00 p.m. on Friday, October 18, 2019 through 12:01 a.m. on Monday, October 21, 2019;
4. That Section 168-19 of the Code of the Town of Oyster Bay entitled "Animals" be waived at this event, specifically for animals participating in the "Air Dogs" dog jumping exhibition, as well as the animals in the petting zoo at said event;
5. That Section 82-3 of the Code of the Town of Oyster Bay entitled "Alcoholic Beverages: Prohibitions" be waived at this event;
6. That the use of a closed dumpster for animal waste be authorized at the New York State Boat Ramp area to the right of the boat ramps on the grass;
7. That all business be prohibited on any streets or sidewalks in the Hamlet of Oyster Bay, except for Audrey Avenue and/or Shore Avenue, and then only if in possession of a Certificate indicating that business as a "Sanctioned Participant";
8. That the use of Municipal Parking Field O-6 in Oyster Bay be authorized from Tuesday, October 15, 2019 through Monday, October 21, 2019;
9. That the use of Town equipment be authorized in order to assist the Oyster Festival Committee in setting up and operating said Festival including the use of three (3) showmobiles, six (6) portable lights and six (6) generators from Friday October 18, 2019 to Sunday, October 20, 2019; and

Reviewed By
Office of Town Attorney
M. J. Q. 22

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated September 18, 2019, has advised that the Highway Department has no objection to supplying fifty (50) complete barricades and thirty (30) SORT pails for the event, and has no objection to the use of Municipal Parking Field O-6 in Oyster Bay from Tuesday, October 15, 2019 through Monday, October 21, 2019; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, and Donna Antetomaso, Recreation Specialist III, Department of Parks, by memorandum dated August 1 2019, requested authorization for the Oyster Festival Committee to utilize Theodore Roosevelt Memorial Park, Beekman Beach, Centre Island Beach, and the Western Waterfront and to provide for the use of various materials and equipment,

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

RESOLVED, That the requests as hereinabove set forth above are hereby accepted and approved; and that the Highway Department and the Department of Parks are hereby authorized to provide the aforementioned Town property and equipment, and to close the aforementioned Town streets at the times and locations listed above, for the 2019 Oyster Festival, to be held on Saturday, October 19, 2019 and Sunday, October 20, 2019, and be it further,

RESOLVED, That the use of the abovementioned Town property and equipment is subject to the following conditions:

1. The use of all Town property and equipment for these activities shall in each and every case be in conformance with the direction of the Commissioner of the Highway Department, or his duly authorized designee;

2. That Section 168-19 of the Code of the Town of Oyster Bay entitled "Animals" be waived as hereinabove set forth, both in the conduct of its activities and the use of Town property;

3. That Section 82-3 of the Code of the Town of Oyster Bay entitled "Alcoholic Beverages: Prohibitions" be waived at this event; and

4. The said organization shall file with the Town Clerk a Certificate of Insurance indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate per year, and naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity;

-#-

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

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

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TOWN OF OYSTER BAY

Inter-Departmental Memo

September 18, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: ROTARY CLUB OF OYSTER BAY, OYSTER BAY CHARITABLE FUND
AND IT'S OYSTER FESTIVAL COMMITTEE
2019 OYSTER FESTIVAL OCTOBER 19th- 20th, 2019

Enclosed please find a copy of the letter from James B. Fuccio, Esq. President of the Oyster Festival Committee, requesting our assistance on behalf of the Oyster Bay Charitable Fund and its Oyster Festival Committee in conducting the 2019 Oyster Festival on October 19th and 20th, 2019.

The Highway Department can readily supply fifty (50) complete barricades and thirty (30) SORT pails for the event.

The Parks Department gives the organization permission to utilize Theodore Roosevelt Memorial Park and Beach, Beekman Beach, Centre Island Beach and the Western Waterfront as well as providing municipal parking field O-6 as per attached memo from the Parks Department for the event on the above mentioned dates.

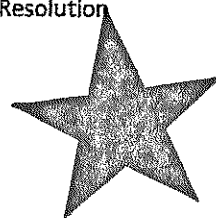
In addition, Town Board permission is requested to waive Section 168-19 entitled 'Animals' from the Town of Oyster Bay Code, specifically for animals participating in the 'Air Dogs' dog jumping exhibition as well as animals that comprise the petting zoo.

Further, a closed dumpster for animal waste in the New York State Boat Ramp area to the right of the boat ramps on the grass is required.

The organization is also requesting the closure of Shore Avenue, Audrey Avenue, Spring Street (West Main Street to Audrey Avenue), Larrabee Avenue, Maxwell Avenue and West End Avenue and South Street (Old Pine Hollow road, Old Route 106) starting at the intersection of Audrey Avenue and East Main Street heading north from 4:00 A.M. on Saturday, October 19th through 12:01 am on Monday, October 21st, 2019.

In addition, the Highway Department has no objection to the use of municipal parking field O-6 (Firemen's Field) in Oyster Bay from Tuesday, October 15th through Monday, October 21st, 2019 for the setup and celebration of the Oyster Festival. The organization is also requesting the posting of temporary 'No Parking' signs on Shore Ave., Audrey Ave., Spring St. (West Main St. to Audrey Ave), Larrabee Ave., Maxwell Ave., and West End Ave. and South St. starting at intersection of Audrey and East Main heading North from 8:00 pm Friday, October 18th through 12:01 am Monday, October 21st 2019. No parking on one side (west side) of the street of Underhill Ave., for the same time frame.

The Town Board is also requested to authorize the use of Town equipment in assisting the organization in setting-up and working during the Oyster Festival. The use of three (3) show mobiles, six (6) portable lights and six (6) generators from Friday, October 18th, 2019 to Sunday, October 20th, 2019. Fees are in conjunction with Resolution # 174-2017, pertaining to permits for show mobiles, portable lights and generators.



Further, Section 205-3 of the Town Code shall be waived, but only for those businesses that are "Sanctioned Participants" of the Oyster Festival and which businesses are located along Audrey Avenue and/or Shore Avenue.

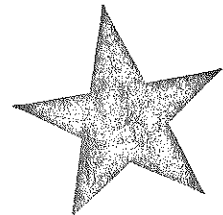
They are also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay) during the Oyster Festival on October 19th, 2019 and October 20th, 2019.

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
Attachments

C: Town Attorney (9) copies
Richard Lenz, P.E., Commissioner DPW
Peter Brown, General Foreman 003
Doug Robalino, General Foreman 002
Steve Kelly, Sign Bureau Supervisor
Cathy Walsh, Sanitation Division
Parks Department
Donna Antetomaso, Recreation Specialist III
Justin McCaffrey, Commissioner of Public Safety
Grace SantaMaria, Highway Administration



OYSTER BAY CHARITABLE FUND

"The Oyster Festival"
P.O. Box 132
Oyster Bay, New York 11771

July 10, 2019

Hon. Joseph Saladino, Supervisor
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay New York 11771

RECEIVED
SUPERVISOR'S OFFICE
2019 JUL 15 P 4 00
TOWN OF OYSTER BAY

Hon. Joseph Pinto, Commissioner of Parks
Town of Oyster Bay
977 Hicksville Road
Massapequa, NY 11758

Hon. Richard Lenz, Commissioner of Highways
Town of Oyster Bay
150 Miller Place
Syosset, New York 11791

Hon. Justin McCaffrey, Commissioner of Public Safety
Town of Oyster Bay
150 Miller Place
Syosset, New York 11791

Hon. Gregory Carman, Deputy, Supervisor
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771

RE: Request for Use Of Town Property and Assistance
35th Annual Oyster Bay Oyster Festival

Once again the Rotary Club of Oyster Bay, the Oyster Bay Charitable Fund and its Oyster Festival Committee are seeking town assistance in securing a variety of equipment and the use of Theodore Roosevelt Park, Beekman Beach, Fireman's Field and the Western Waterfront for the 2018 Oyster Festival, on October 19th and October 20th, 2019

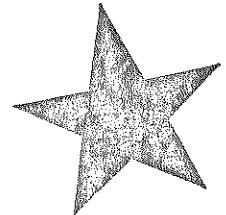
We ask that you please consider and grant our request for the following:

Permits Needed:

1. The use of Theodore Roosevelt Park, its parking lot adjacent to the launching ramp and parking areas near the tennis courts and turf field.

a. Set up will begin Monday, October 14, 2019 and everything will be removed on Monday, October 21st, 2019. We will be sure to leave some access for launch ramp activities Tuesday thru Friday, but would like exclusive use Saturday and Sunday, the 19th & 20th.

2. ~~We would like exclusive use of Town Parking Lot #06 (Fireman's Field)~~



a. Tuesday, October 15, 2019 and ending on Monday, October 21st, 2019.

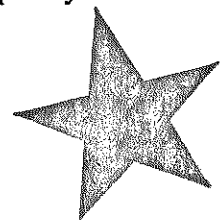
b. ~~We request that you install temporary no parking signs in Parking lot #06 (Fireman's Field) stating the closure.~~

3. Use of Center Island Beach parking lot for parking for Saturday, October 19th & Sunday October 20th
4. Exclusive use of the Town's West End Ave. and Western most parking lots (Beekman Beach.) for Saturday October 19, 2019 and Sunday October 20, 2019.
5. Exclusive use of turf field all day Saturday, October 19th & Sunday October 20th, 2019
6. Exclusive use of Beekman Beach for parking and the Western Waterfront for exhibits and entertainment for Saturday October 19, 2019 and Sunday October 20, 2019.
7. Use of the Marina Parking Lot for "VIP" Parking on Saturday October 19th, 2019 and Sunday October 20, 2019.
8. The closure of Old Pine Hollow Road (Old Route 106), Shore Ave, Audrey Ave, Spring St. (between West Main St and Audrey Ave), Larrabee Ave., Maxwell Ave. and West End Ave. and South Street starting at intersection of Audrey and East Main heading North from 4am Saturday, October 19th, 2019 through 12:01am Monday October 21, 2019.
9. No Parking on Old Pine Hollow Road (Old Route 106), Shore Ave, Audrey Ave, Spring St. (between West Main St and Audrey Ave), Larrabee Ave., Maxwell Ave. and West End Ave. and South Street starting at intersection of Audrey and East Main heading North from 8 pm Friday, October 18th through 12:01am Monday the 21st 2019. No Parking on one side of the street of Underhill Ave- The no parking would be on the (former Lizza Property) side of the street.
10. Use of water and electric at the gazebo located on Audrey Ave for Saturday October 19, 2019 and Sunday October 20th, 2019.
11. Use of the grassy area adjacent to the waterfront and the pier for the "Kings of the Coast" Pirate exhibition / shows as well as any other exhibitions we may have in conjunction with the Petting Zoo or additional entertainment or activities, for Saturday October 19th, 2019 and Sunday October 20th, 2019.
12. Use of the Gazebo and grassy area adjacent thereto for a beer and wine area that will serve local Long Island beer and wine. Waiver of any and all ordinance(s) pertaining to drinking or possessing beer in TR Park for the area encompassed by the beer and wine tasting area.

Garbage/Dumpsters

1. ~~Ninety-Five (95) large Garbage containers [not SORT cans] to be distributed with 75 going to the Park West End Ave. and 20 allocated to the Audrey Avenue / Shore Ave. / Fireman's Field vicinity.~~

2. The Oyster Bay Charitable Fund a/d/a The Oyster Festival We will provide an appropriate quantity of trash bags for these containers for all containers



3. The use of four (4) "mules or gators" to be used by Town of Oyster Bay employees during the festival for garbage pick-up and removal.

4. Use of town garbage trucks to hold the garbage from festival

Security

1. Assistance in providing a secure location for Festival Equipment in Theodore Roosevelt Park.

2. Help enforcing applicable open container laws on both the park and on Audrey Avenue.

3. Help to facilitate No Pets allowed in Park Law

Lights/Barricades

1. ~~An appropriate number (at least 50) barricades (saw horses) for traffic control along Maxwell, Shore Ave, Spring St and Larrabee, etc. In lieu of these barricades 850 of "Bike Barricade" would be acceptable (even preferable)~~

2. Assistance in setting up barricades on Saturday October 19th

3. Appropriate lights and generators for West End Ave and the Western Waterfront.

Showmobiles

1. The use of three (3) show mobiles. We request the units be placed Friday, October 18th, 2019 and manned on Saturday & Sunday, the 19th & 20th

a. One unit for the Town Parking lot at 54 Audrey Ave. adjacent to the Main / Board Room Entrance. (Facing Audrey Ave)

b. One on West End Avenue at the Western Waterfront area -exact location TBD

c. One near the new Gazebo fronting the beach area for bands/entertainment.

Other Items:

1. Ninety-five (95) Picnic Tables (or more)

a. Some placed between food court area and arts & crafts area

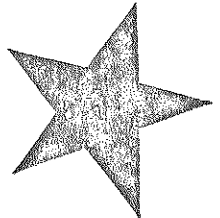
b.. Some placed in new parking lot by firehouse

c. Some placed in food court area

2. Seek town installation of temporary sign poles on town property in the Park and at the Western Waterfront. (only if poles have been removed from previous years does this need to be done)

3. Supply and placement of 3 sets of bleachers to the east of the wharf, behind pirate show, facing inward at the action and one facing the entertainment in the parking lot adjacent on the east side.

4. ~~24-10' or 12" temporary sign poles~~



5. ~~Snowfencing and barriers along West End Avenue~~

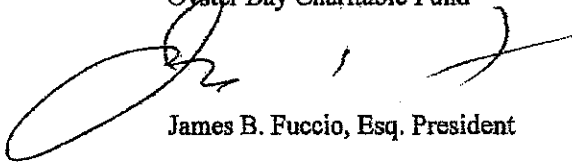
Please include the following wording on the resolution:

RESOLVED, that businesses are not permitted on any streets or sidewalks in the Hamlet of Oyster Bay during said event, except for Audrey Ave and Shore Ave and then only those businesses possessing a "Sanctioned Participant" certificate.

Thank you for your cooperation in these matters. Should there be any questions, please do not hesitate to contact James Fuccio at [REDACTED] We look forward to your favorable reply.

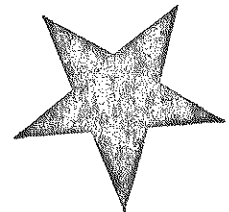
Sincerely,

The Oyster Festival Committee
Oyster Bay Charitable Fund



James B. Fuccio, Esq. President

JBf:jf



Client: 5846

OYSTEBAY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/09/2019

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 to any of such endorsements.

PRODUCER: Hess & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66208 913 432-4480	CONTACT: Debbie Johnson PHONE: 913 432-4480 FAX: 913 748-4968 EMAIL: debbie.johnson@hwiwi.com
INSURED: Oyster Bay Charitable Fund dba Oyster Bay Oyster Festival PO Box 132 Oyster Bay, NY 11771	INSURER(S) AFFORDED COVERAGE INSURER A: ACE American Insurance Company (P) 22667 INSURER B: Century National Insurance Company 38911 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGE	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.																																																
<table border="1"> <tr> <th>TYPE OF INSURANCE</th> <th>INSURER</th> <th>POLICY NUMBER</th> <th>POLICY EFF. DATE (MM/DD/YYYY)</th> <th>POLICY EXP. DATE (MM/DD/YYYY)</th> <th>LIMIT</th> </tr> <tr> <td>A. GENERAL LIABILITY</td> <td>X</td> <td>G2485082A</td> <td>09/17/2019</td> <td>09/17/2020</td> <td>EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & AD&M \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPLETED \$5,000,000</td> </tr> <tr> <td> <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-PORT <input type="checkbox"/> LOC </td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>A. AUTOMOBILE LIABILITY</td> <td></td> <td>H08130232</td> <td>09/17/2019</td> <td>09/17/2020</td> <td>COVERED SINGLE UNIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$</td> </tr> <tr> <td> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIREN AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS </td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>A. UMBRELLA LIAB</td> <td>X</td> <td>XOON0509901</td> <td>09/17/2019</td> <td>09/17/2020</td> <td>EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 NO STATE-TO-STATE LIMITS E1. EACH ACCIDENT \$ E1. DISEASE - EA EMPLOYEE \$ E1. DISEASE - POLICY LIMIT \$</td> </tr> <tr> <td> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> EXCESS \$1,000,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE/EXECUTIVE OFFERED/EMPLOYEE EXCLUDED (Excluded by law) If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>B. Equipment Floater</td> <td></td> <td>MM100227B</td> <td>09/17/2019</td> <td>09/17/2020</td> <td>\$510,000 Limit \$1,000 Deductible; RC</td> </tr> </table>	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMIT	A. GENERAL LIABILITY	X	G2485082A	09/17/2019	09/17/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & AD&M \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPLETED \$5,000,000	<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-PORT <input type="checkbox"/> LOC						A. AUTOMOBILE LIABILITY		H08130232	09/17/2019	09/17/2020	COVERED SINGLE UNIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIREN AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						A. UMBRELLA LIAB	X	XOON0509901	09/17/2019	09/17/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 NO STATE-TO-STATE LIMITS E1. EACH ACCIDENT \$ E1. DISEASE - EA EMPLOYEE \$ E1. DISEASE - POLICY LIMIT \$	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> EXCESS \$1,000,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE/EXECUTIVE OFFERED/EMPLOYEE EXCLUDED (Excluded by law) If yes, describe under DESCRIPTION OF OPERATIONS below						B. Equipment Floater		MM100227B	09/17/2019	09/17/2020	\$510,000 Limit \$1,000 Deductible; RC
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 | |

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

Governmental Entity (Form CG2026/LD-2231b)

The certificate holder is named as an additional insured on the general liability policy but only with respect to liability arising out of the named insured's operations or premises owned by or rented to the named insured per form CG2026/LD-2231b. Regarding Oyster Bay Oyster Festival

CERTIFICATE HOLDER

Town of Oyster Bay
160 Miller Place
Syosset, NY 11781

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

John D. Johnson

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ACORD 25 (2018/05)
#8398211/8398197

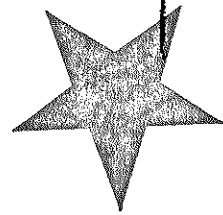
1 of 1

The ACORD name and logo are registered marks of ACORD

JOHN

Reviewed By
Office of Town Attorney

John D. Johnson



COMMERCIAL GENERAL LIABILITY
CG 20 28 07 04

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

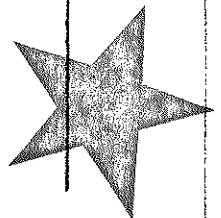
Name Of Additional Insured Person(s) Or Organization(s)
Town of Oyster Bay
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you,

Reviewed By
Office of Town Attorney ~~ISO Properties, Inc., 2004~~

Page 1 of 1



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

This Agreement is made this 11th day of September 2019, by Oyster Bay Charitable Fund (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Theodore Roosevelt Park, West End Avenue, Shore Avenue, Fireman's Field, Audrey Avenue, Beakman Beach Parking Lot, within the Town and Village of Oyster Bay

for the event described as 36th Annual Oyster Bay Oyster Festival scheduled for 10-19-19 and 10-20-19.
The property/equipment is needed from See request for specific times for to specific facilities.
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

Oyster Bay Charitable Fund a/d/a The Oyster Festival

Address of Organization

P.O. Box 132
Oyster Bay, New York 11771

By: 

Authorized Representative James B. Fuccio, President

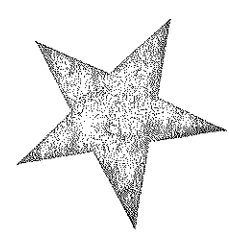
Title: President

Telephone Number: 

c:\attorney\NYS\Held harmless\harmlesspropyazip.docx

Reviewed By
Office of Town Attorney





TOWN OF OYSTER BAY

Inter-Departmental Memorandum

August 1, 2019

RECEIVED
TOWN OF OYSTER BAY
HIGHWAY DEPARTMENT
AUG 1 2019
10:11 AM

TO: Richard W. Lenz, P.E., Commissioner Department of Public Works
ATTN: John Bishop, Deputy Commissioner Highway Department

FROM: Donna Antetomaso, Recreation Specialist III
THROUGH: Joseph G. Pinto, Commissioner of Parks

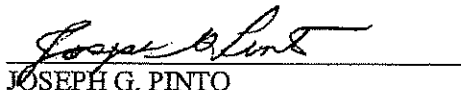
SUBJECT: OYSTER FESTIVAL FACILITY DESIGNATION AND UTILIZATION

The Town of Oyster Bay Parks Department will be lending assistance to the 2019 Oyster Festival in the form of certain materials and equipment to facilitate the event. In addition to the materials and equipment the parks Department will permit the patrons of the Oyster Festival, in coordination with the Oyster Festival staff and employees utilization of the below noted facilities:

1. Theodore Roosevelt Memorial Park and Western Waterfront – Exclusive use of the park west of the Theodore Roosevelt Memorial including the Town owned property at the Western Waterfront area for various food and craft vendors, demonstrations and similar entertainment activities for Oyster Festival patrons
2. Beekman Beach – Exclusive use of the parking area for patrons, and Oyster Festival vendors
3. Center Island Beach – Non-exclusive use to access and provide parking for patrons and for bus shuttles to and from this facility to the Oyster Festival.

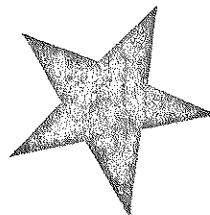
If you have any questions or require additional information please feel free to contact Donna Antetomaso at 797-4125 #1.


DONNA ANTETOMASO
RECREATION SPECIALIST III


JOSEPH G. PINTO
COMMISSIONER OF PARKS

JGP/DA

Cc: Frank Gatto, Deputy Commissioner of Parks
Greg Skupinsky, Deputy Commissioner of Parks
Kim Zervos, Highway



Meeting of April 4, 2017

Resolution No. 174-2017

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated March 27, 2017, requested Town Board authorization, to implement the attached Town of Oyster Bay 2017 Revised Department of Parks Field Permit and Equipment Fee Schedule, and further requested that the Commissioner of Parks be authorized to promulgate the rules and regulations for the issuance of field and equipment permits and the collection of the commensurate fees,

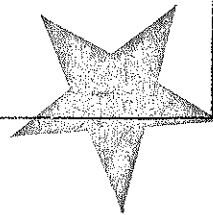
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to implement the attached Town of Oyster Bay 2017 Revised Department of Parks Field Permit and Equipment Fee Schedule, and the Commissioner of Parks is authorized to promulgate the rules and regulations for the issuance of field and equipment permits and the collection of the commensurate fees.

-4-

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	Absent
Councilman Coschignano	Aye
Councilwoman Alessia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Parks



DATE: 9/18/19

TO: HIGHWAY OPERATIONS

SUBJECT: Oyster Bay Charitable Fund, Oyster Festival Committee, 2019 Oyster Festival

PLEASE DELIVER TO:

Roosevelt Park, Beekman Beach
Lot O-6, Western Waterfront

CONTACT: James Fuccio
516-650-7546

DATE OF EVENT: 10/19/19-10/20/19

SIGN POSTS: 24 10ft or 12ft Posts

BARRICADES: 50

CONES:

SHORT PAILS: 30

PORTABLE LIGHTS: 6 (parks)

GENERATOR: 6 (parks)

PACKER: 1

DELIVER ON: 10/14/19

PICKUP ON: 10/21/19

SWEEPING BEFORE AFFAIR IS NEEDED:

XX

YES

NO

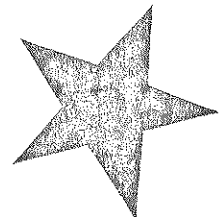
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

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

Steve Kelly, Sign Bureau
Dan Kornfeld
Public Safety Division



Reviewed By
Office of Town Attorney
Ralph P. Deady

WHEREAS, Dawn Frey, President, Rocking the Road for a Cure, Inc. (RTRFAC), P. O. Box 404, Little Neck, New York 11363, by letter dated September 21, 2019, requested the use of Municipal Parking Field M-11, in Massapequa, from 8:00 a.m. to 7:00 p.m., on Sunday, October 6, 2019, as well as the use of fifteen (15) complete barricades and sixty (60) large traffic cones, to be delivered on Friday, October 4, 2019, and collected on Monday, October 7, 2019, for the organization's 10th Annual Motorcycle Run for Breast Cancer, to be held on Sunday October 6, 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated September 23, 2019, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Highway Department has no objection to providing same to Rocking the Road for a Cure, Inc.; 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 request is approved, and the Town Board hereby authorizes the Highway Department to provide Rocking the Road for a Cure, Inc. (RTRFAC), with the use of Municipal Parking Field M-11, in Massapequa, from 8:00 a.m. to 7:00 p.m., on Sunday, October 6, 2019, as well as the use of fifteen (15) complete barricades and sixty (60) large traffic cones, to be delivered on Friday, October 4, 2019, and collected on Monday, October 7, 2019, to conduct the organization's 10th Annual Motorcycle Run for Breast Cancer, held on Sunday October 6, 2019, subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized representative.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the afore-described activity.
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$2,000,000.00 bodily injury and \$1,000,000.00 property damage, and naming the Town as an additional insured, in connection with the afore-described 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	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

19

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 23, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: ROCKING THE ROAD FOR A CURE INC.
10TH ANNUAL MOTORCYCLE RUN FOR BREAST CANCER
SUNDAY, OCTOBER 6TH 2019

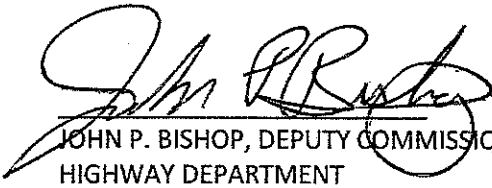
Enclosed please find a copy of the letter from Dawn Frey, President, requesting our assistance on behalf of the Rocking the Road for a Cure Inc in conducting their 10th Annual Motorcycle Run for Breast Cancer on Sunday, October 6th 2019.

The Highway Department has no objection to the Rocking the Road for a Cure Inc. utilizing municipal parking field M-11 on Sunday, October 6th, 2019 from 8:00 A.M. to 7:00 P.M. for their 10th annual Motorcycle Run for Breast Cancer event.

In addition, the Highway Department can readily supply the fifteen (15) complete barricades and sixty (60) traffic cones for the event as well.

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

Please Suspend all rules and put on calendar for the October 1st Town Board Meeting



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
Justin McCaffrey, Commissioner, Public Safety Department
Grace SantaMaria, Highway Administration



A Nonprofit 501(c)(3) Organization for Breast Cancer Wellness Programs and Support Services

September 21, 2019

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

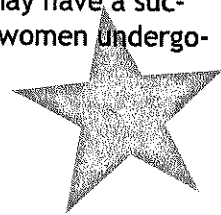
To Whom It May Concern:

Greetings! My name is Dawn Frey and I am the founder and president of Rocking the Road for a Cure, Inc., a nonprofit 501(c)(3) organization dedicated to providing free in-home wellness programs and support services to breast cancer patients in Queens and Long Island. I am contacting you to request a permit for exclusive use of the parking lot located on the west side of the American Legion Post 1066 at 66 Veterans Blvd, Massapequa, NY 11758 M-11 on Sunday, October 6, 2019 from 9:00am until 7:00pm. We are hosting our 10th Annual Motorcycle Run for Breast Cancer and will require space for participating motorcycles, vendors, raffle tables, tarps, tables, chairs, etc. Can you please provide us with 60 Large Cones and 15 Barricades.

Your assistance in this matter would be very much appreciated, so that we may have a successful fundraising event and continue to help improve the lives of men and women undergoing breast cancer treatment. Thank you for your support.

Sincerely,

Dawn Frey
President, Rocking the Road for a Cure



Rocking the Road for a Cure, Inc. P.O. Box 404, Little Neck, NY 11363

PHONE: (516) 417-1911

WEBSITE: <https://rockingtheroadforcure.org>

EMAIL: rockingtheroadforcure@gmail.com

*Rocking the Road for a Cure is a 501(c)(3) nonprofit organization
Tax Exempt #249855*



AMERI-8

OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY 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 Jones Birdsong LLP 125 W. Lake St., Suite 200 Wayzata, MN 55391 Donald Birdsong	866-998-3864	CONTACT NAME: Donald Birdsong PHONE (A/C, No, Ext): 866-998-3864 FAX (A/C, No): E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: New York Marine And General INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16608
INSURED American Motorcyclist Association, Inc. Wildflower Productions				

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 <input checked="" type="checkbox"/> \$250,000 E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event	Y	GL2018000012784	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000 PLL \$ 1,000,000
	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 (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 DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Type of Event: Class 7B

Event Title: RTRFAC's 10th Annual MC Run for Breast Cancer

Location: Alley Pond Park, Winchester Blvd, Queens Village, NY end American Legion Post 1066, Messapequa, NY

The certificate holder is added as an additional insured but only as respects to the operations of the named insured.

CERTIFICATE HOLDER	CANCELLATION
Town of Oyster Bay Reviewed By Office of Town Attorney 	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Donald Birdsong

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

NOTEPAD:

HOLDER CODE
INSURED'S NAME American Motorcyclist

AMERI-8
OP ID: NC

PAGE 2
Date 9/19/19

Type of Insurance: Commercial General Liability**Policy Number: GL2018000012784****Insured: AMERICAN MOTORCYCLE ASSOCIATION, INC., AMA DISTRICT ORGANIZATIONS, CLUBS and PROMOTERS****Additional Insureds, in accordance with policy terms and conditions:**

- A. Any managers, owner, or lessor of premises used by the named insured;
- B. Any person or organization sponsoring racing vehicles or sponsoring racing vehicle drivers;
- C. Any person or organization sponsoring your activities or events;
- D. Racing vehicle owners, racing vehicle drivers and racing vehicle crew members;
- E. Persons or organizations (other than drivers, crew members, racing vehicle owners, sponsors, volunteers, or managers or lessors of premises) if required by contract.
- F. Any state or governmental agency or subdivision or political subdivision – permits or authorizations
- G. Any lessor of leased equipment when required in lease agreement with you
- H. Town of Oyster Bay; but only with respects to the operations of the named insured

EVENT DATES*: 10/6/19

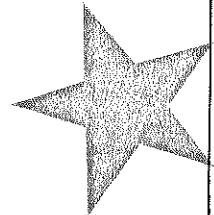
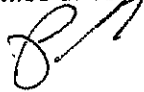
PRACTICE: N/A

ADDITIONAL CAMPING: N/A

ADDITIONAL SET-UP: 10/6/19

ADDITIONAL TEAR DOWN: 10/6/19

Reviewed By
Office of Town Attorney



*Includes coverage for set-up and camping day before the Event and tear down the day after the Event.

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

This Agreement is made this 26 day of September 20, by Dawn D. Miller - Free
(hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment
located at and/or described as The Side Parking Lot next to American
Legion Post 1066, 66 Veterans Blvd, Manhasset
N.Y. - Need 60 Large Cones and 15 Barricades
for the event described as Rocking the Road for a Cure with Annual Walk for
The property/equipment is needed from 10/6/19 7am to 10/6/19 7pm Breast Cancer
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

Rocking the Road for a Cure

Address of Organization

40-04 249th Street
Little Neck, NY 11363

By Dawn D. Miller - Free
Authorized Representative

Title: President

Telephone Number: 516-417-1911

DATE: 9/20/19
TO: HIGHWAY OPERATIONS
SUBJECT: R.T.R.F.A.C. Motorcycle Ride for Breast Cancer

PLEASE DELIVER TO:
M-11 TOB Lot
By the American Legion Hall
Massapequa

DATE OF EVENT: 10/6/19

BARRICADES: 15

CONES: 60

CONTACT: Dawn Frey
646-244-3034

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 10/4/19

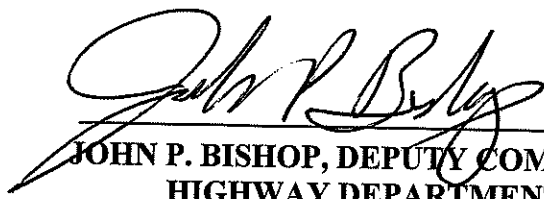
PICKUP ON: 10/7/19

SWEEPING BEFORE AFFAIR IS NEEDED:

	XX
YES	NO

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

JPB/kaz


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Peter Brown, General Foreman 003
Doug Robalino, General Foreman 002
Jack Grandine, Area Foreman 007
Area Foreman, 020
Jeff VanNostrand

Dan Kornfeld
Public Safety Divisions

WHEREAS, Sena P. Lund, President, Afghan-Hindu Association, Inc., 80 E. Barclay Street, Hicksville, New York, by letter dated September 10, 2019, requested the use of Parking Field H-11, Hicksville, and the posting of "No Parking" signs in that field from 9:00 p.m. on Friday, October 11, 2019 to 12:01 a.m. on Monday, October 14, 2019, as well as the use of twenty (20) barricades, and fifty (50) traffic cones in connection with its annual Diwali Mela, to be held Sunday, October 13, 2019, with a rain date of October 20, 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated September 23, 2019, advised that the abovementioned equipment will not be required for use by the Town at that time, and that he has no objection to the Highway Department providing the Afghan-Hindu Association, Inc. with twenty (20) barricades, and fifty (50) traffic cones from October 11, 2019 through October 14, 2019, and no objection to the use of Parking Field H-11, Hicksville, and the posting of "No Parking" signs in that field from 9:00 p.m. on Friday, October 11, 2019 to 12:01 a.m. on Monday, October 14, 2019, as well as the use of twenty (20) barricades, and fifty (50) traffic cones in connection with its annual Diwali Mela, to be held Sunday, October 13, 2019, or at corresponding times regarding the subsequent rain date of October 20, 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 requests as hereinabove set forth are accepted and approved, and the Highway Department is hereby authorized to provide the Afghan-Hindu Association, Inc. with twenty (20) barricades, and fifty (50) traffic cones from October 11, 2019 through October 14, 2019, and no objection to the use of Parking Field H-11 (Hicksville) and the posting of "No Parking" signs in that field from 9:00 p.m. on Friday, October 11, 2019 to 12:01 a.m. on Monday, October 14, 2019, as well as the use of twenty (20) barricades, and fifty (50) traffic cones in connection with its annual Diwali Mela, to be held Sunday, October 13, 2019, or at corresponding times regarding the subsequent rain date of October 20, 2019, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforementioned activity; and

Reviewed By
Office of Town Attorney

3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year and naming the Town of Oyster Bay as an additional insured, in connection with the aforescribed activity.

-#-

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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

20

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 23, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

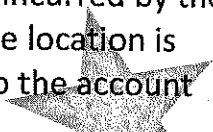
SUBJECT: AFGHAN HINDU ASSOCIATION, INC. ANNUAL FAIR
OCTOBER 13th, 2019 (RAIN DATE OCTOBER 20th, 2019)

Enclosed please find a copy of the letter from Sena P. Lund, Afghan Hindu Association, Inc., requesting our assistance on behalf of the Afghan Hindu Association, Inc. in conducting their annual "Diwali Mela" on Sunday, October 13th, 2019 with a rain date of Sunday, October 20th, 2019 in Hicksville.

The Highway Department has no objection to the Afghan Hindu Association, Inc. utilizing municipal parking field H-11 in Hicksville on Saturday October 12th and Sunday, October 13th, 2019 from 8:00 a.m. until 8:00 p.m. for their annual "Diwali Mela". The organization is requesting the posting of temporary 'No Parking' signs in field H-11 from 9:00 p.m. on Friday, October 11th through 12:01 a.m. on Monday, October 14th, 2019.

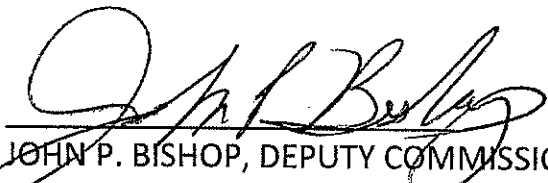
In addition, the Highway Department can readily supply twenty (20) complete barricades and fifty (50) traffic cones for the event.

The Afghan Hindu Association, Inc. will be submitting a \$3,000.00 check for deposit into Account TWN TA 0000 00030 416 0000, customer # 71399 to cover the cost incurred by the Town of Oyster Bay to clean up the location for the above noted event. If the location is returned in the same condition prior to event these funds will be returned to the account holder.



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

Please Suspend all rules and put on calendar for the October 1st Town Board Meeting



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz

- C: Town Attorney (9) copies
Richard Lenz, P.E., Commissioner DPW
Peter Brown, General Foreman 003
Doug Robalino, General Foreman 002
Parks Department
Justin McCaffrey, Commissioner of Public Safety
Grace Santa Maria, Highway Administration



BOARD OF DIRECTORS:

Sena P. Lund, President
 Rajinder Chandihok, Treasurer
 Gobind Bathija, Secretary
 Radhu Bathija, Vice President
 Ajay Mehra, Vice President
 Balram Kakar
 Kawal Kapoor
 Manoj Kapur
 Prem Katyal
 Ved Kochar
 Manoj Mehra
 Tirath Chugh
 Gobind (Bindal) Chugh
 Goldy Wadhwa

TRUSTEES:

Harbans Bhasin
 Harbans Chandihok
 Suraj Tschand
 Harbans Kochar
 Kashi Sachdeva
 Ravesh Chandihok
 Vijay Chandihok
 Nand K. Mehra
 Satti Pall Kapoor
 Sena Khanna
 Naveen Shikapuri
 Pushpa Bathija
 Permanand Khanija
 Anju Kakkar
 Sunder Luthra
 Pinki Kakkar
 Ranjan Wadhwa
 Verander Lund
 Sonia Bathija
 Chand Suri
 Daulat Gurtata
 Arjen Bathija
 Shri Khanna
 Harish Kakkar
 Vinod Khanija
 Teerath Bajaj
 Neeraj Kochar
 Anup Bhasin
 Janak R. Lund
 Sunish Suchdeva
 Sahil Mehra
 Mathew Bathija
 Nindi Vig

PUNDITS (PRIESTS):

Pandit Shri Madan Kumar Jha
 Pandit Shri Mani Sharma
 Pandit Shri Gokul Sharma

MANAGER:

Roshan Lal Bhasin
 Govind Chabra



September 10, 2019

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

VIA FACSIMILE: (516)-677-5835/5928

ATTN: Ms. Kim Zervos

Dear Mr. Lenz,

This is to request you to grant us permission to reserve parking lot # H-11 (Hicksville) for our annual "**Diwali Mela**". This parking lot is right in front of our AsaMai Hindu Temple & Community Center on 80 E. Barclay Street, Hicksville. We plan to hold the event on Sunday October 13, 2019 between 8:00 am and 8:00 PM (weather permitting). In case of inclement weather conditions the event will be held on Sunday October 20, 2019.

Parking Lot : H-11
Reservation Date : **Saturday October 12 & Sunday October 13, 2019**
Setup Date : Saturday October 12, 2019
Event Date : Sunday October 13, 2019 (Rain Date: October 20, 2019)

In addition to the '**No Parking Sign**' for the above lot, we would need the following equipment from Friday October 13 to Monday October 23:

- Barricades (20)
- Orange traffic cones (50)
- Yellow Sort Pales (30)
- Roll off Garbage Container

The fair is being conducted to celebrate the Hindu festival of Deepavali (Festival of Lights). We expect over 5,000 members from the broader Indian community settled around Hicksville to participate in the fair.

Please feel free to contact me on my mobile at (516) 567-2561 or via email at senalund@hotmail.com if you have any questions.

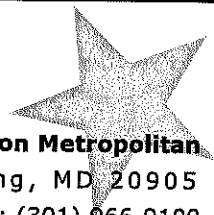
Thank you,

Sena P. Lund
 Afghan-Hindu Association Inc.

Afghan-Hindu Association, Inc
www.afghanhindu.com
www.asamai.com

Asamai Hindu Temple & Community Center
 80 East Barclay Str, Hicksville, NY 11801
 Tel: (516) 433-4388

Asamai Hindu Temple Of Washington Metropolitan
 230Awkard Ln, Silver Spring, MD 20905
 Tel: (301) 966-9100





INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	UNITES STATES LIABILITY INS. CO.	25895
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

REVISION NUMBER:

CANCELLATION

AUTHORIZED REPRESENTATIVE

RADHAKRISHNAN THAROOD

Reviewed By
Office of Town Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Effective Date: 10/11/2019

TOWN OF OYSTER BAY

150 MILLER PLACE

SYOSSET, NY 11791

Designation of Premises (Part Leased To You):

PARKING LOT H-11

TOWN OF OYSTER BAY & BARCLAY STREET

HICKSVILLE, NY 11801

Additional Premium: \$

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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

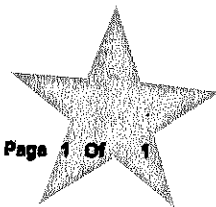
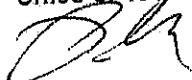
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

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

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

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

Reviewed By
Office of Town Attorney



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

This Agreement is made this 19 day of SEP 2019, by AFGHAN HINDU ASSOCIATION INC. (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as - Portable Lights

located at and/or described as Portlock Lights
Cannisters
Garbage piles
Barbecue

for the event described as DIWALI MELA.

The property/equipment is needed from OCT 11 2019 to OCT 14 2019.

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

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

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

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

Name of Organization

AFGHAN-HINDI ASSOCIATION INC

Address of Organization.

80 EAST BARCLAY STR
HICKSVILLE, NY 11801

By: SENA P LUND

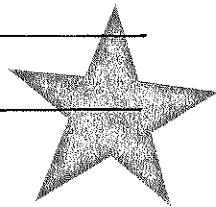
Authorized Representative

Title: 2
PRESIDENT

Telephone Number: 516 567 2561

Reviewed By
Office of Town Attorney

[Handwritten signature]



AFGHAN HINDU ASSOCIATION, INC.
DBA HINDU COMMUNITY CENTER/
ASA MAI HINDU TEMPLE TAX EXEMPT #234566
80 EAST BARCLAY ST PH 10018
HICKSVILLE, NY 11801

HABIB AMERICAN BANK
12115 BROADWAY
HICKSVILLE, NY 11801
www.habibamericabank.com
736/250

012028

9/17/19

PAY TO THE
ORDER OF

TOWN OF Oyster Bay

\$ 3000.00

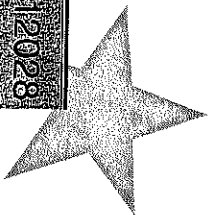
DOLLARS

Three Thousand Only

MEMO DIWALI MELA - REFUNDABLE DEPOSIT



THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THE WARNING BAND.



DATE: 9/19/19
TO: HIGHWAY OPERATIONS
SUBJECT: Afghan-Hindu Association Inc. Annual Fair

PLEASE DELIVER TO: DATE OF EVENT: 10/13/19
RD 10/20/19

80 East Barclay St
Hicksville SNOW FENCE:

CONTACT: Sena Lund BARRICADES: 20
516-567-2561 CONES: 50

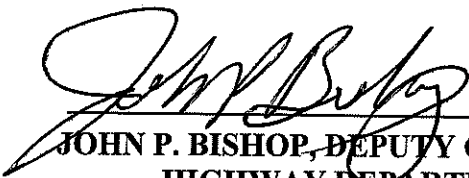

SORT PAILS:
PORTABLE LIGHTS:
GENERATOR:

DELIVER ON: 10/11/19
PICKUP ON: 10/14/19

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 005
Peter Brown, General Foreman 003
Greg Marchese, Area Foreman 012
Jeff VanNostrand
Dan Kornfeld
Public Safety Division

WHEREAS, Robert Lloyd, Executive Director, Long Island Citizens for Community Values, 629 Broadway, Amityville, New York, by letter dated August 15, 2019, requested the use of eight (8) complete barriers, ten (10) cones, eight (8) garbage containers and use of the Long Island Rail Road Train Station Parking Lot M-5, Massapequa, for the purpose of conducting a Digital Safety Awareness Day in the form of a Classic Car Show, to be held on October 5, 2019 from 10:00 a.m. to 2:00 p.m.; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated September 23, 2019, advised that the Highway Department has no objection to providing use of eight (8) complete barricades, ten (10) cones and use of the Long Island Rail Road Train Station Parking Lot M-5, Massapequa, for said event to be held on October 5, 2019 from 10:00 a.m. to 2:00 p.m.; and

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

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are hereby accepted and approved, and the Highway Department is hereby authorized to provide the use of eight (8) complete barricades, ten (10) cones and use of the Long Island Rail Road Train Station Parking Lot M-5, Massapequa, to the Long Island Citizens for Community Values for its Digital Safety Awareness Day Classic Car Show, to be held on October 5, 2019 from 10:00 a.m. to 2:00 p.m., subject to the following terms and conditions:

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

#

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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

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

21

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 23, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: LONG ISLAND CITIZENS OF COMMUNITY VALUES
DIGITAL SAFETY AWARENESS DAY CLASSIC CAR SHOW
SATURDAY, OCTOBER 5TH 2019

Enclosed please find a copy of the letter from Robert Lloyd, Executive Director, requesting our assistance on behalf of the Long Island Citizens of Community Values in conducting their Digital Safety Awareness Day Classic Car Show on Saturday, October 5th 2019 from 10:00 A.M. until 2:00 P.M.

The Highway Department can readily supply eight (8) complete barricades and ten (10) cones for the event. The Massapequa Train Station Lot M-5 in Massapequa will be utilized as well.

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

Please Suspend all rules and put on calendar for the October 1st Town Board Meeting


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

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

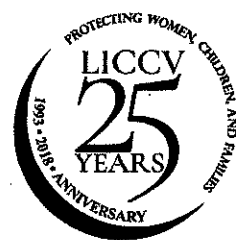
LONG ISLAND CITIZENS FOR COMMUNITY VALUES

"Protecting Women Children and Families in the Digital Age"



DEPUTY COMM/HIGHWAY

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ROBERT LLOYD
Executive Director

August 15, 2019

**Mr. John Bishop
Deputy Commissioner of Highways
150 Miller Place
Syosset, NY 11791**

Dear Commissioner:

I am the Executive Director of a non-profit that protects men, women, children and families from the harmful effects of content on all digital devices for 25 years.

We are planning a “Digital Safety Awareness Day” in the form of a “Classic Car” show in October and would like to host this event at Lot # M5 on Sunrise Highway in Massapequa.

The date we are targeting October 5, 2019 from 10am – 2Pm. Please forward whatever paper work needed to complete the process of securing those areas for this event. I can also be reached at liccv2@gmail.com

We are also requesting , 8 barriers, 10 cones, and 8 garbage containers.

Thank you for help with this.

25 years Protecting Children & Families,

Robert Lloyd
Executive Director

629 Broadway, Amityville, NY 11701~ 631-608-3778 ~ www.licev.org



LONGISL-07

AWARREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2019

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
Emery & Webb, Inc. - Fishkill Office
989 Main Street
Fishkill, NY 12524

CONTACT
PHONE
(AC, No. Exch) (845) 896-6727 FAX
(AC, No.) (845) 896-6877

INSURED
Long Island Citizens for Community Values
629 Broadway
Lindenhurst, NY 11757

INSURERS AFFORDING COVERAGE
INSURER A: USLI Group
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.

TYPE OF INSURANCE	ADD. INSUR. (MM/DD/YYYY)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/>					
OTHER:					
AUTOMOBILE LIABILITY 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 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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Necessary in NY) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A Special Event Policy		BINDER# CL1955250	10/3/2019	10/6/2019	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Holder is listed as Additional Insured per written contract for One Day Event 10-5-19 - Massapequa Race Road, Massapequa NY 11753
Liability Limits \$1,000,000/ \$2,000,000

CERTIFICATE HOLDER

CANCELLATION

Reviewed By
Office of Town Attorney

Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

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

AUTHORIZED REPRESENTATIVE

John M. Carlsberg

ACORD 25 (2016/03)

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POLICY NUMBER: CL 1955250

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

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 Highway Dept. 150 Miller Place Syosset, NY 11791
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

However:

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

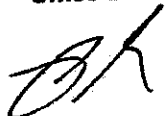
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

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

Reviewed By
Office of Town Attorney



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

This Agreement is made this 17 day of September 2019, by L.I. Citizens for Community Values (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Massapequa Train Station W5 Lot East + West. We also need 10 barriers, 20 cones, 8 sort pails

for the event described as Digital Safety Car Show
The property/equipment is needed from 10-4-19 to 10-5-19
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.

Special Note:

Please close off
East Parking lot night
before, Friday, Oct 4th
And drop equipment
in East parking lot
Thank you

Name of Organization

L.I. Citizens for Community Values

Address of Organization

629 Broadway
Amityville NY 11701

By:

Dionne Lloyd
Authorized Representative

Title:

Director of Operations

Telephone Number:

631-608-3778

Reviewed By
Office of Town Attorney

[Signature]

DATE: 9/20/19
TO: HIGHWAY OPERATIONS
SUBJECT: LICCV Digital Safety Awareness Classic Car Show

PLEASE DELIVER TO: M-5 TOB Lot By the east side part of the lot Massapequa	DATE OF EVENT: 10/6/19 BARRICADES: 8 CONES: 10 PORTABLE LIGHTS: GENERATOR: PACKER:
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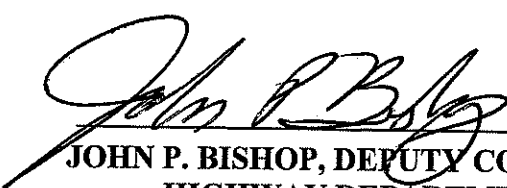
CONTACT: Dianne Lloyd
631-965-8890

DELIVER ON:	10/4/19
PICKUP ON:	10/7/19

SWEEPING BEFORE AFFAIR IS NEEDED:	<div><div>XX</div><div>YES</div></div> <div><div>NO</div></div>
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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: Peter Brown, General Foreman 003
Doug Robalino, General Foreman 002
Jack Grandine, Area Foreman 007
Area Foreman, 020
Jeff VanNostrand

Dan Kornfeld
Public Safety Divisions

WHEREAS, the Town seeks to reinforce its existing practices and procedures and establish a policy addressing change orders with regard to Town contracts; and

WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated October 2, 2019, recommend that the attached Change Order Policy be adopted by the Town Board,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and the attached Change Order Policy be adopted.

-#-

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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

Reviewed By
Office of Town Attorney

70

Town of Oyster Bay Inter-Departmental Memo

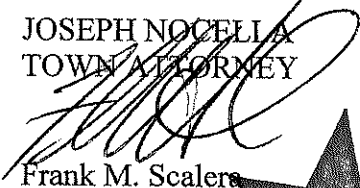
TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : October 3, 2019
SUBJECT: Change Order Policy

The Town seeks herein to reinforce its existing practices and procedures and establish a policy addressing change orders with regard to Town contracts.

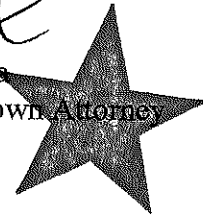
Submitted herewith is the resolution, along with the proposed Policy, for the above request.

It requested that the rules be suspended and that this matter be placed on the October 3, 2019 Town Board calendar for action.

JOSEPH NOCELLA
TOWN ATTORNEY


Frank M. Scalera
Chief Deputy Town Attorney

FMS:fms
Attachment
cc: Town Attorney (w/ 9 copies)



WHEREAS, the Town seeks to reinforce its existing practices and procedures and establish a policy addressing change orders with regard to Town contracts; and

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NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and the attached Change Order Policy be adopted.

-#-

Reviewed By
Office of Town Attorney





CHANGE ORDER POLICY

A change order is the general construction industry term for an amendment to a construction contract that changes the contractor's scope of work. Work associated with a change order may add to or delete from the original scope of work of a contract and the contract price. Change orders exist due to the dynamic and complex nature of construction projects. For most projects, it is not possible to anticipate every challenge or variable from the outset.

The Town seeks herein to reinforce its existing practices and procedures and establish a policy addressing change orders with regard to Town contracts.

The policy terms and conditions set forth below are intended to complement/supplement existing procedures established and applied by the Town, particularly, by the Department of Public Works, and therefore, this policy does not rescind, cancel or annul those procedures.

1. All change orders must be accompanied by a detailed memorandum setting forth the nature and justification for the addition or deletion of the scope of work.
2. For each contract, all change orders must be submitted in chronological order, numbered sequentially, and shall state the cumulative total in dollar amounts of all prior change orders and the total cumulative percentage of change orders as to the original amount of the contract.
3. All change orders shall be reviewed by the Director of Finance and the Department to which the change order is being written for. Before a resolution is submitted to the Town Board, the Comptroller shall review the change order. The Director of Finance and Comptroller shall sign each change order certifying that sufficient funds have been encumbered and/or funds are available but require Town Board approval to be encumbered.
4. All cost overruns which cumulatively exceed ten percent of the original amount of the contract or exceed the overrun threshold established by the Engineering Division, whichever is lower, shall be reviewed by the Inspector General and the Town Supervisor, or his/her designee, before a resolution is submitted to the Town Board to authorize the additional work.
5. In the event of change orders requiring work of an exigent nature, the change order shall be reviewed and approved by the Director of Finance, Inspector General and Comptroller, and thereafter ratified by resolution of the Town Board.
6. Any work performed by a contractor that is outside the scope of the original award and outside the parameters of this policy, shall be undertaken at the contractor's risk and expense. Pending a review by the Director of Finance, Inspector General and Comptroller, and approval by the Town Board, the Town may submit payment to the contractor. This provision must be included in the bid documents.

Dated: October 3, 2019