
  
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of October 20, 2020

RESOLUTION P-16-2020

WHEREAS, The 2020 Budget, adopted October 29, 2019 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

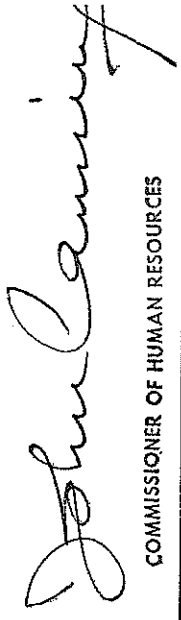
WHEREAS, The adoption of said 2020 Budget, on October 29, 2019, was by a Resolution of the Town Board; and

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

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

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

  
COMMISSIONER OF HUMAN RESOURCES  
APPROVED

Meeting of October 20, 2020 PA - 10-2020

WHEREAS, Resolution #PA 3-73, adopted the 1973 Graded Salary Plan for all titles in use in the Town of Oyster Bay; and

WHEREAS, it is deemed necessary periodically to change or upgrade the grades of such approved titles of Nassau County Civil Service Commission,

NOW, THEREFORE, BE IT RESOLVED, That the Graded Salary Plan, as adopted by Resolution #PA 3-73, on January 1973, be and hereby is amended to reflect the following effective October 20, 2020:

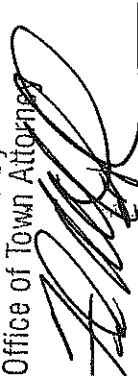
TO CHANGE THE GRADE OF:	FROM:	TO:
Maintenance Electrician Supervisor	20	25

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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

ITEM NO.	DEPT.	AMOUNT	FROM
066-20	HWY	\$1,103,000.00	HWY DB 5142 48900 000 0000
		\$1,103,000.00	TO HWY DB 5110 45100 000 0000
067-20	HWY	\$1,800.00	FROM HWY DB 5110 46100 000 0000
		\$1,800.00	TO HWY DB 5110 41400 000 0000
		\$1,000.00	FROM HWY DB 5110 44900 000 0000
		\$1,000.00	TO HWY DB 5110 41600 000 0000
068-20	PAD	\$13,000.00	FROM PAD B 3620 13000 000 0000
		\$13,000.00	TO PAD B 8010 44800 000 0000
		\$5,500.00	FROM PAD B 3620 12000 000 0000
		\$5,500.00	TO PAD B 8010 44800 000 0000
		\$9,500.00	FROM PAD B 8020 13000 000 0000
		\$9,500.00	TO PAD B 8010 44800 000 0000
069-20	CYS	\$1,700.00	FROM CYS A 7020 47660 000 0000
		\$1,700.00	TO CYS A 7020 23000 000 0000
070-20	TWN	\$500,000.00	INCREASE TWN AMS 0001 02680 000 0000 000
		\$500,000.00	INCREASE TWN AMS 1910 43010 601 0000 000

Reviewed By  
Office of Town Attorneys  


Meeting of October 20, 2020

Resolution No. TF-15-2020

071-20	DER	\$220.00	FROM DER A 3510 42200 000 0000
		\$220.00	TO DER A 3510 47900 000 0000
072-20	PKS	\$2,000.00	FROM PKS SP09 7180 42200 000 0000
		\$2,000.00	TO PKS SP09 7180 41600 000 0000
		\$2,200.00	FROM PKS SP11 7189 42200 000 0000
		\$2,200.00	TO PKS SP11 7180 41600 000 0000
073-20	DGS	\$15,000.00	FROM DGS A 1620 44300 000 0000
		\$15,000.00	TO DGS A 1620 44900 000 0000
		\$10,000.00	FROM DGS A 1620 41310 000 0000
		\$10,000.00	TO DGS A 1620 44900 000 0000
		\$3,000.00	FROM DGS A 1620 12010 000 0000
		\$3,000.00	TO DGS A 1620 44900 000 0000
074-20	DPW	\$5,000.00	FROM DPW SR05 8160 41650 000 0000
		\$5,000.00	TO DPW SR05 8160 41600 000 0000
		\$10,000.00	FROM DPW SR05 8160 41650 000 0000
		\$10,000.00	TO DPW SR05 8160 41400 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memo

September 30, 2020

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 5142 48900 000 0000	SNOW REMOVAL	\$1,103,000.00
<u>To:</u> HWY DB 5110 45100 000 0000	EQUIPMENT RENTAL	\$1,103,000.00

This transfer is necessary to provide funds for hired equipment used after Hurricane Isaias for clean-up and hauling trees and branches.

  
\_\_\_\_\_  
John P. Bishop, Deputy Commissioner  
Highway Department

JPB/dp

C: Comptroller's Office  
Richard Lenz, P.E., Commissioner of DPW/Highway



TOWN OF OYSTER BAY  
Inter-Departmental Memo

October 2, 2020

TO: MEMORANDUM DOCKET

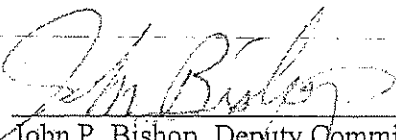
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

SUBJECT: TRANSFER OF FUNDS

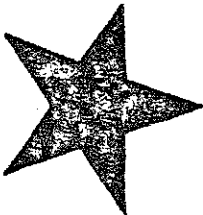
Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> HWY DB 5110 46100 000 0000	EQUIPMENT MAINT	\$1,800.00
<u>To:</u> HWY DB 5110 41400 000 000	UNIFORMS	\$1,800.00
<u>From:</u> HWY DB 5110 44900 000 0000	OTHER CONTRACTS	\$1,000.00
<u>To:</u> HWY DB 5110 41600 000 0000	MATLS AND SUPPLIES	\$1,000.00

This transfer is necessary to provide funds to purchase (200) Gaiter protective face shields and (10) digital thermometers.

  
\_\_\_\_\_  
John P. Bishop, Deputy Commissioner  
Highway Department

JPB/dp  
cc: Comptroller's Office  
Richard Lenz, P.E., Commissioner of DPW/Highway



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

TO: MEMORANDUM DOCKET  
FROM: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
DATE: SEPTEMBER 30, 2020  
SUBJECT: TRANSFER OF FUNDS REQUEST

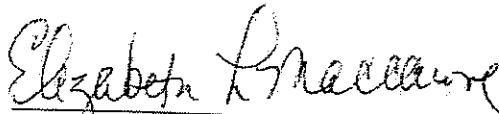
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It is respectfully requested that the following transfer of funds within the Department of Planning and Development be executed:

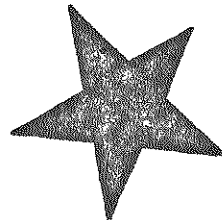
FROM:	PAD B 3620 13000 000 0000 "SALARIES - OVERTIME"	\$13,000.00
	PAD B 3620 12000 000 0000 "SALARIES - PART-TIME"	\$5,500.00
	PAD B 8020 13000 000 0000 "SALARIES - OVERTIME"	\$9,500.00
TO:	PAD B 8010 44800 000 0000 "PROFESSIONAL SERVICES"	\$28,000.00

This transfer of funds is necessary to have sufficient funds available in order to pay claims for legal services rendered on behalf of this Department's Zoning Board of Appeals for zoning and land use related matters.

Please note that two (2) separate docket items are pending before the Honorable Town Board for the request to authorize the increased expenditure for the authorized Zoning Board of Appeals attorneys.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:tz



TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

October 8, 2020

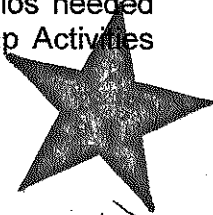
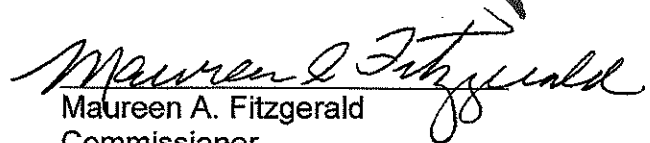
TO: Memorandum Docket  
FROM: Maureen A. Fitzgerald, Commissioner  
Department of Community and Youth Services  
SUBJECT: Transfer of Funds

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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	\$ 1,700.00
To:	CYS A 7020 23000 000 0000	Other Equipment	\$ 1,700.00

The Transfer will accommodate the purchase of head-set radios needed for the Department's Special Events and a refrigerator for the Group Activities Program for the Handicapped (GAP).

  
  
Maureen A. Fitzgerald  
Commissioner

MAF:iw



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

October 9, 2020

**To:** Memorandum Docket  
**From:** Robert Darienzo, Director of Finance  
**Subject:** Transfer of Funds

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In order to provide funds for cover the cost of insurance settlements, the following transfer of funds is hereby requested:

Increase:										
TWN	AMS	0001	02680	000	0000	000	Insurance Recoveries		500,000.00	
Increase:										
TWN	AMS	1910	43010	601	0000	000	Insurance Payment-General		500,000.00	

Thank you.

  
Robert Darienzo  
Director of Finance



RD/rd  
Word/Documents/Docket/TOF 2020 AMS 4

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

October 9, 2020

**TO:** Memorandum Docket  
**FROM:** Laurie Scarpa, Deputy Commissioner, DER/Animal Shelter  
**SUBJECT:** 2020 Transfer of Funds

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

From:

DER A 3510 42200 000 0000    Animal Shelter    Light, Power and Water    \$220.00

To:

DER A 3510 47900 000 0000    Animal Shelter    Other Expenses    \$220.00

This transfer is being requested to provide funds to pay a toll bill for the Animal Shelter.



A handwritten signature in cursive script, appearing to read 'L. Scarpa', is written over a horizontal line.

Laurie Scarpa  
Deputy Commissioner  
DER/Animal Shelter

LS/kt  
Steven Ballas, Comptroller

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: October 8, 2020

SUBJECT: 2020 Transfer of Funds

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

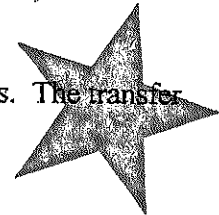
**FROM:**

PKS-SP09-7180-42200-000-0000	Light, Power & Water	\$2,000.00
PKS-SP11-7989-42200-000-0000	Light, Power & Water	\$2,200.00


**TO:**

PKS-SP09-7180-41600-000-0000	Materials & Supplies	\$2,000.00
PKS-SP11-7180-41600-000-0000	Materials & Supplies	\$2,200.00

This transfer request is to provide funds necessary for Materials & Supplies. The transfer is needed for chlorine for Plainview Pool and Syosset Pool.



JGP:dim

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner

**INTER – DEPARTMENTAL MEMO**

Date: OCTOBER 8, 2020  
To: MEMORANDUM DOCKET  
From: RALPH J. RAYMOND – DEPUTY COMMISSIONER, GENERAL SERVICES  
Subject: **OPERATING ACCOUNTS – TRANSFER OF FUNDS**

The following transfer is respectfully requested:


FROM: DGS A 1620 44300 000 0000	Cleaning & Custodial Services	\$15,000.00
DGS A 1620 41310 000 0000	Printing Supplies	\$10,000.00
DGS A 1620 12010 000 0000	P/T Seasonal Salaries	\$ 3,000.00
<b><u>TOTAL</u></b>		<b><u>\$28,000.00</u></b>

TO: DGS A 1620 44900 000 0000	Other Contracts	\$28,000.00
<b><u>TOTAL</u></b>		<b><u>\$28,000.00</u></b>

JUSTIFICATION: TRANSFER NEEDED TO COVER THE SHORTAGE OF FUNDS IN THE OTHER CONTRACTS ACCOUNT.

Town Board approval is respectfully requested.



  
RALPH J. RAYMOND  
Deputy Commissioner of General Services

RJR/nl

Town of Oyster Bay  
Inter-Departmental Memo

October 13, 2020

TO: Memorandum Docket  
FROM: Daniel M. Pearl, Deputy Commissioner  
DPW/Sanitation and Recycling Division  
SUBJECT: Transfer of Funds

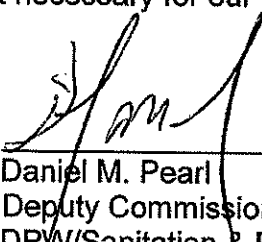
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The Department of Public Works/Sanitation & Recycling Division requests Town Board authorization to transfer the following funds:

From:	DPW SR05 8160 41650 000 0000	Recycling Materials	\$15,000.00
To:	DPW SR05 8160 41600 000 0000	Materials & Supplies	\$ 5,000.00
To:	DPW SR05 8160 41400 000 0000	Uniforms	\$10,000.00

This transfer is necessary for the purchase of additional uniforms for the newer hires as well as additional safety and cleaning equipment necessary for our vehicles.



  
Daniel M. Pearl  
Deputy Commissioner  
DPW/Sanitation & Recycling Division

DML/tml

Docket memo transfer of funds for Recycling materials & supplies and safety equipment .doc


WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 24, 2020, recommended that the Town Board authorize a \$350.00 refund of registration fee be paid to James R. McCotter, 3700 Stokes Avenue, Bethpage, New York, 11714, from Account No. PKS A 0001 02001 510 0000, because of his child's inability to participate in the Town's Spring Ice Hockey Program due to the COVID-19 pandemic;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a \$350.00 refund to James R. McCotter, from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made by the Comptroller upon presentation of duly certified claims, 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  


# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: September 24, 2020

SUBJECT: Refund Request

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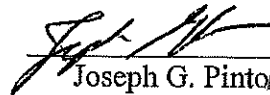
The Department of Parks has received correspondence from James R. McCotter stating that due to the rapid spread of COVID-19, the TOBAY Spring Ice Hockey Program had been cancelled and is requesting a refund in the amount of \$350.00. Please see attached for pertinent information regarding this refund request.

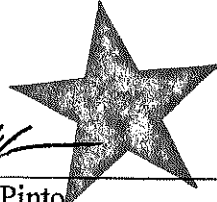
The refund should be mailed to:

James R. McCotter  


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

Kindly debit account PKS A 0001 02001 510 0000.

  
Joseph G. Pinto  
Commissioner of Parks



JGP:dm

**Danielle Mangilomini**

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**From:** J.R. McCotter [REDACTED]  
**Sent:** Tuesday, September 22, 2020 8:28 PM  
**To:** glungi@oysterbay-ny.gov; Danielle Mangilomini  
**Subject:** Fwd: TOB Spring Hockey Refund

Hello,

I am looking for status of my refund from the Spring Ice Hockey program.

Thank you,  
James R. McCotter

----- Forwarded message -----

**From:** Jonathan Wing <jwing@oysterbay-ny.gov>  
**Date:** Tue, Sep 22, 2020, 8:22 PM  
**Subject:** RE: TOB Spring Hockey Refund  
**To:** J.R. McCotter <[REDACTED]>, Patricia Woodstock <pwoodstock@oysterbay-ny.gov>, Maura Kirby <mkirby@oysterbay-ny.gov>, Bernard Deschamps <BDeschamps@oysterbay-ny.gov>

Hello Mr. McCotter

Sorry no one has contacted you.

Regarding your refund, this is what I was provided.

All refund requests have been submitted. All questions regarding reimbursement should be directed to Parks accounting department, [dmangilomini@oysterbay-ny.gov](mailto:dmangilomini@oysterbay-ny.gov) or [glungi@oysterbay-ny.gov](mailto:glungi@oysterbay-ny.gov)

Thanks!



**From:** J.R. McCotter [mailto: [REDACTED]]  
**Sent:** Tuesday, September 22, 2020 7:55 PM  
**To:** Patricia Woodstock; Maura Kirby; Jonathan Wing; Bernard Deschamps  
**Subject:** Re: TOB Spring Hockey Refund

Hello,

I would like a response as to when I can expect my long overdue refund.

If you are not the person responsible for this, please kindly direct me to the proper individual.

Thank you,

James R. McCotter

On Mon, Aug 31, 2020, 10:51 AM J.R. McCotter < [REDACTED] > wrote:

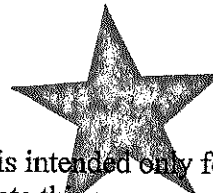
Good Morning,

Please advise if any further action is required on my part to receive a refund for the Spring Hockey Season.

Thank you,

James McCotter

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





TOWN OF OYSTER BAY  
Department of Parks  
GENERAL RECEIPT

6044900  
7436463

Name [REDACTED] McGoffe		Phone	
Street [REDACTED]		Age	
Town Bethpage	Zip NY 11714	Day	Hour
Activity Ice Hockey		Location Bethpage	
Mo./ 2	Day/ 29	Year 20	Received By J. Williams
Fee \$ 350.00			Cash <input type="checkbox"/>
			Check <input checked="" type="checkbox"/> 1545

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

85782020611 58020102811

2400.00 \$

CHECK NO.	CHECK TYPE	AMOUNT	DATE	REMARKS
1545	CHECK	350.00	2/29/20	
2494	CHECK	300.00		
2903	CHECK	350.00		
6373	CHECK	350.00		
1722	CHECK	350.00		
3889	CHECK	350.00		
1297	CHECK	350.00		
TOTAL		2400.00		

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

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



TOWN OF OYSTER BAY

DEPOSIT RECORD COPY 2/210

BD106 (COPY)

PLEASE ENTER TOTAL HERE

## TOWN OF OYSTER BAY

## SUMMARY OF BANK DEPOSIT REPORT

DEPARTMENT: TOB HOCKEY		LOCATION: BETHPAGE	
DESCRIPTION OF RECEIPTS: TOB SPRING HOCKEY 2020		CODE #:	
DATE OF RECEIPTS 2/9/20	DATE OF DEPOSITS 2/11/20	AMOUNT 2400 00	
[REDACTED] MCCOTTER	CK # 1545	3.50	00
[REDACTED] PASCARELLA	2494	300	00
[REDACTED] RESNICK	2903	350	00
[REDACTED] MARCELLINO	8393	350	00
[REDACTED] WATROUS	1722	350	00
[REDACTED] Dellagoffi	3889	350	00
[REDACTED] Filippazzo	1297	350	00

NAME OF BANK:

Chase

DO NOT WRITE IN SPACE BELOW.  
FOR USE BY DIRECTOR OF FINANCE.

CASH RECEIPT NO.

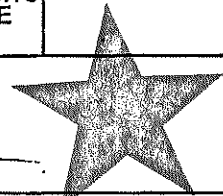
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TOTAL AMOUNT  
OF DEPOSITS

2400 00

LAST REPORT  
YEAR TO DATE

ADJUSTMENTS

TOTAL DEPOSITS  
YEAR TO DATE  
SIGNATURE OF AUTHORIZED EMPLOYEE

WHEREAS, Resolution No. 355-66, adopted on March 15, 1966, established a working cash bank of \$500.00 for the Office of the Receiver of Taxes; and

WHEREAS, Jeffrey P. Pravato, Receiver of Taxes, by memorandum dated September 23, 2020, requested Town Board authorization to amend Resolution No. 355-66 to increase the working bank funds for the Office of the Receiver of Taxes from \$500.00 in total, to \$1,200.00 in total, with \$700.00 of that amount allocated to the Receiver of Taxes Office in Town Hall North, and \$500.00 of that amount allocated to the Receiver of Taxes Office in Town Hall South, in order to more efficiently serve the Town's residents with additional cashier services in both locations,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Resolution No. 355-66 is hereby amended to increase the working bank funds for the Office of the Receiver of Taxes from \$500.00 in total, to \$1,200.00 in total, with \$700.00 of that amount allocated to the Receiver of Taxes Office in Town Hall North, and \$500.00 of that amount allocated to the Receiver of Taxes Office in Town Hall South.

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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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Office of Town Attorney  
Reviewed by  
Elizabeth A. Taughman

**TOWN OF OYSTER BAY****Office of the Receiver of Taxes****INTER-DEPARTMENTAL MEMO**

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**TO: MEMORANDUM DOCKET**  
**FROM: JEFFREY P. PRAVATO, RECEIVER OF TAXES**  
**RE: WORKING BANK FUNDS**  
**DATE: September 23, 2020**

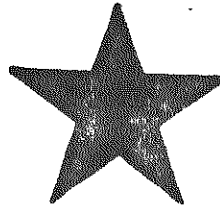
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Town Board authorization is requested to increase the working bank funds from \$500 to \$1,200 for this Office's Town Hall North and South locations. Town Hall North will be allocated \$700 and Town Hall South will be allocated \$500. The increase of these funds is necessary in order to more efficiently serve our residents with additional cashier services in both locations.



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Jeffrey P. Pravato, Receiver of Taxes



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 24, 2020, recommended and requested that the Town Board authorize payment of a refund in the amount of \$418.00, to David Peng, from Account No. PKS A 0001 02001 510 0000, which amount represents the portion of the registration fee paid for his child to attend Syosset Woodbury Recreation camp, which he did not complete, and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue the refund in the amount of \$418.00, to David Peng, from Account No. PKS A 0001 02001 510 0000, and payment of said refunds is to be made upon presentation of duly certified claims, after audit by the Comptroller.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye


TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

TO: Memorandum Docket  
FROM: Joseph G. Pinto, Commissioner of Parks  
DATE: September 24, 2020  
SUBJECT: Refund Request

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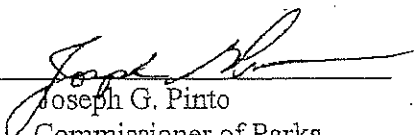
The Department of Parks has received correspondence from David Peng stating that due to the rapid spread of COVID-19, he is requesting a refund in the amount of \$418.00. Please see attached for pertinent information regarding this refund request.

The refund should be mailed to:

David Peng  


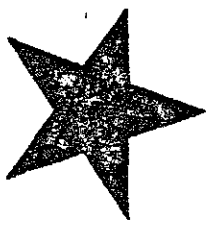
The Department of Parks requests that the Town Board authorize a refund.

Kindly debit account PKS A 0001 02001 510 0000.

  
Joseph G. Pinto  
Commissioner of Parks

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JGP:dm





AKS201112

NO. 028

DATE

6/26/20

TOWN OF OYSTER BAY  
DEPARTMENT OF PARKS  
DAILY OPERATIONS REPORT

PARK:

SYNOSSA #4

## SUMMER RECREATION FULL DAY PROGRAM

	NUMBER	RATE	AMOUNT
1. Resident Child	91	560.00	50,960.00
2. Add-on (each additional child after 2)	44	460.00	20,240.00
3. Non Resident Child	7	610.00	4,270.00
4. Add-on Non Resident (each additional after 2)	4	510.00	2,040.00
TOTAL			77,510.00

General Receipt Opening # 48,540.00 Closing # 181,050.00

REMARKS:

Recreation Leader-Print

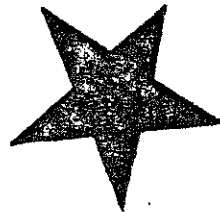
Recreation Leader-Sign

Date

Recreation Supervisor-Print

Recreation Supervisor-Sign

Date

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





TOWN OF OYSTER BAY  
Department of Parks  
GENERAL RECEIPT

7062

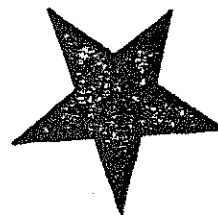
Name Peng		Phone [REDACTED]	
Street [REDACTED]		Age	
Town Syo. [REDACTED]	Zip [REDACTED]	Day	Hour
Activity Summer Rec		Location Syo.	
Mo./ Day/ Year 6/24/2020	Received By Conor G	Fee \$ 560 -	

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

Cash ☐

Check ☒

099





MASSAPEQUA

T111 5  
12:24 PM

08/30/20  
06/30/20

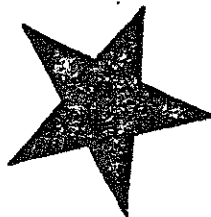
\*\*\*\*\*7087

\$15,380.00

\$0.00



<http://www.snb.com>

[illegible]

Danielle Mangilomini

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From: Jackie Devlin  
Sent: Thursday, September 24, 2020 9:35 AM  
To: Danielle Mangilomini  
Subject: RE: New Refund for Docket

Hi April,

Sorry, the refund is for the Summer Recreation program. He attended the Syosset Woodbury camp and asked for a refund after the case of COVID-19 was at the park. The last day the child participated was July 15 so they will need to be refunded for 22 days. Please disregard the 175 that is for something different.

Thanks  
Jacky

-----Original Message-----

From: Danielle Mangilomini <dmangilomini@oysterbay-ny.gov>  
Sent: Thursday, September 24, 2020 9:26 AM  
To: Jackie Devlin <jdevlin@oysterbay-ny.gov>  
Subject: FW: New Refund for Docket

-----Original Message-----

From: April Palmieri <apalmieri@oysterbay-ny.gov>  
Sent: Thursday, September 24, 2020 9:11 AM  
To: Danielle Mangilomini <dmangilomini@oysterbay-ny.gov>  
Subject: FW: New Refund for Docket

DENIED

This request does not make sense.....what does 418.00 represent? And are we not refunding him the 175.00? And why is he getting a refund in the first place, there is no explanation.

---

Regards,

April A. Palmieri  
Town of Oyster Bay  
Comptroller's Office  
Internal Audit Division  
apalmieri@oysterbay-ny.gov  
(O) 516-624-6448  
(F) 516-624-6460

-----Original Message-----

From: Danielle Mangilomini <dmangilomini@oysterbay-ny.gov>  
Sent: Thursday, September 24, 2020 8:26 AM



To: April Palmieri <apalmieri@oysterbay-ny.gov>  
Subject: New Refund for Docket

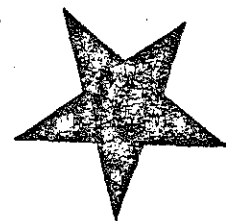
Hey April. New refund for docket.

-----Original Message-----

From: ParksAcctRicoh@oysterbay-ny.gov <ParksAcctRicoh@oysterbay-ny.gov>  
Sent: Thursday, September 24, 2020 8:27 AM  
To: Danielle Mangilomini <dmangilomini@oysterbay-ny.gov>  
Subject: Message from "RNP583879378213"

This E-mail was sent from "RNP583879378213" (IM C6000).

Scan Date: 09.24.2020 08:27:27 (-0400)  
Queries to: ParksAcctRicoh@oysterbay-ny.gov



Danielle Mangilomini

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From: Jackie Devlin  
Sent: Tuesday, September 22, 2020 10:56 AM  
To: Danielle Mangilomini  
Cc: Joseph Pinto  
Subject: FW: Request Refund for [REDACTED] Peng

Hi Danielle,

I let this one slip through the cracks and did not have them on the list of names I did refunds for. Can you please refund Mr. Peng \$418.00. CK #099 REC#7062 DOR# 028.

Joe- He would also like to be refunded for the special events he prepaid for in the amount of \$175.00. Normally we do not refund this money due to the fact that we need to pay for events upfront. However can we make an exception since he was not at camp? It would come out the special events account that Steve Ballas handles, I can reach out to him if you are okay with this.

Thanks  
Jackie

-----Original Message-----

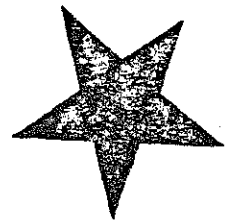
From: David Peng [REDACTED]  
Sent: Wednesday, July 15, 2020 5:56 PM  
To: Jackie Devlin <jdevlin@oysterbay-ny.gov>  
Cc: Joseph Pinto <jpinto@oysterbay-ny.gov>  
Subject: Request Refund for [REDACTED] Peng

Attn: Commissioner Pinto

I am requesting a refund for my child [REDACTED] for the Summer Recreation program at Syosset-Woodbury. In addition to the program, I also prepaid for all of the extra activities this summer.

I do want to thank your staff for all of your hard work this summer. [REDACTED] has a great experience and will definitely continue with the program under better conditions.

David Peng



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

WHEREAS, Kristin Tudor has offered to donate a memorial plaque and bench to be placed in Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Eric Bryant LiPuma; and

WHEREAS, the value of the plaque and bench is estimated to be \$880.00, and the monies will be collected and deposited into Account No. PKS A 0001 02705 000 0000 and used to purchase the plaque and bench; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 30, 2020, 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 \$880.00 from Kristin Tudor, for a plaque and bench to be placed in Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Eric LiPuma.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

TO: Memorandum Docket  
FROM: Joseph G. Pinto, Commissioner of Parks  
SUBJECT: Memorial Plaque and Bench  
DATE: September 30, 2020

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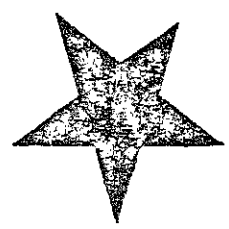
The Department of Parks has received a request from Kristin Tudor (letter attached) requesting to donate a memorial plaque and a bench to be placed in Theodore Roosevelt Memorial Park and Beach in memory of Eric Bryant LiPuma.

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

The plaque and bench will be purchased by Kristin Tudor and donated to the Parks Department. The value of the plaque and bench are estimated to be \$880.00. Town Board approval is requested on behalf of Kristin Tudor. The monies will be collected in account PKS A 0001 02705 000 0000.

  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/dc



September 29, 2020

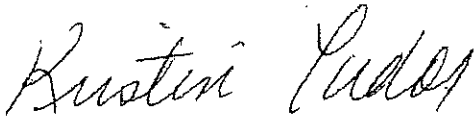
Hi Diann,

I hope all is well with you. This letter serves as my formal request to donate a park bench with an 8 x 6 plaque as a memorial to honor our friend "Eric Bryant LiPuma".

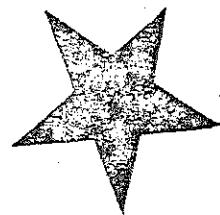
The park we have selected is "Theodore Roosevelt Memorial park" located at 25 West End Avenue, Oyster Bay, 11771. We would love a location with a water view.

Feel free to contact me at [REDACTED] should you have any questions. I appreciate your help.

Best regards,



Kristin Tudor





WHEREAS, the Town Board, by Resolution No. 724-2019, adopted on November 19, 2019, granted the Petition of KRE BROADWAY OWNER, LLC, fee owner, (the "applicant"), for a Special Use Permit to permit the construction and operation of a motor vehicle rental facility on premises known as the Broadway Mall Shopping Center, located on the west side of Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1385, 1237, 1352, and 1374, on the Land and Tax Map of Nassau County; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 246-9.3.5, Expiration, provides that the approval of a special use permit and site plan approval will expire if the approved use and site development is not commenced within one year of the date of approval, unless an extension of the time is granted; and

WHEREAS, the applicant, through its attorneys, Minerva & D'Agostino, P.C., by letter dated September 29, 2020, requested an extension of time from the current expiration date of November 19, 2020, to complete construction and obtain a certificate of occupancy; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated October 1, 2020, recommended that a one (1) year extension of time be granted, from the current expiration date of November 19, 2020, for applicant to obtain a certificate of occupancy,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth for a one (1) year extension of time, from the current expiration date of November 19, 2020, to obtain a certificate of occupancy, is hereby GRANTED, and the same terms and conditions effective pursuant to Town Board Resolution No. 724-2019, adopted on November 19, 2019, shall prevail.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memo

October 1, 2020

To : MEMORANDUM DOCKET

From : ELIZABETH MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING & DEVELOPMENT

Subject : REQUEST FOR EXTENSION OF TIME FOR  
SPECIAL USE PERMIT AND SITE PLAN APPROVAL  
TOWN BOARD RESOLUTION # 724-2019  
PETITION OF KRE BROADWAY OWNER LLC -AVIS  
HICKSVILLE, NY  
SECTION 11 BLOCK D LOT 1385, 1237, 1352 & 1374

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This Department is in receipt of correspondence, dated September 29, 2020 from Dominic Minerva, Minerva & D'Agostino, P.C. attorney, requesting an extension of time to obtain a certificate of occupancy for the above captioned premises (see attached).

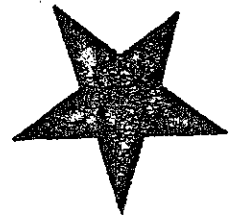
It is my recommendation that a one (1) year extension of time should be granted from the current expiration date of November 19, 2020 to November 19, 2021.

The same terms and conditions should prevail as contained in Town Board Resolution No. 724-2019, dated November 19, 2019.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM/dg  
Enclosure

cc: Legislative Affairs (7 copies w/att.)



*Minerva & D'Agostino, P.C.*  
*Attorneys and Counsellors at Law*  
*107 South Central Avenue*  
*Valley Stream, New York 11580*

*Albert A. D'Agostino*  
*Dominick M. Minerva (1973-2018)*  
*Dominick Minerva*

*Tel 516-878-7400*  
*Fax 516-561-8500*

Via Certified Mail, R.R.R.

*Ross M. Gerber*  
*Christopher L. Kirby*

September 29, 2020

Commissioner Elizabeth Maccarone  
Department of Planning and Development  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771

RE: KRE Broadway Owner LLC – Avis  
Special Use Permit and Site Plan - Resolution No.724-2019  
Premises: Broadway Commons Shopping Center, Hicksville, New York

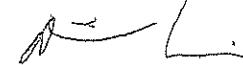
Dear Commissioner Maccarone:

Please be advised that this office represents KRE Broadway Owner LLC in connection with the above referenced matter. As you may recall, the Town Board granted approval of the applicant's petition for a special use permit and site plan approval by resolution number 724-2019 on November 19, 2019.

A building permit was obtained by the applicant but additional time is needed for the applicant to complete construction and obtain a final certificate of occupancy. Enclosed herewith, please find a copy of the original approval. We have also enclosed a \$250.00 check made payable to the "Town of Oyster Bay" for the filing fee for the extension request.

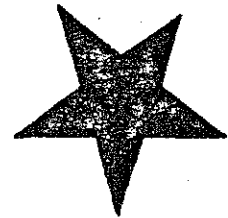
Your favorable consideration of this request would be greatly appreciated. Should you require anything further in connection with this matter, please do not hesitate to contact me.

Very truly yours,



Dominick Minerva

Enc.



WHEREAS, KRE BROADWAY OWNER, LLC, fee owner, has petitioned the Town Board for a Special Use Permit to permit the construction and operation of a motor vehicle rental facility on premises known as the Broadway Mall Shopping Center, located on the west side of Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1385, 1237, 1352 and 1374, on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petitions was held by the Town Board of the Town of Oyster Bay on September 17, 2019, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated June 6, 2019, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in section 617.4", and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10343-19, adopted on October 17, 2019, recommended local determination of said applications; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated August 1, 2019, has advised that the Department of Planning and Development has reviewed the following two (2) plans prepared by Kristin M. Deluca, P.E., Bohler Engineering, Hauppauge, NY and the following one (1) plan prepared by Joseph A. Deal, P.E., Bohler Engineering, Hauppauge, NY:

SHEET NO.	TITLE	PREPARED BY	DATE
A-1	Architectural - Floor Plan/		



	Reflected Ceiling Plan	Kristin M. Deluca, P.E.	08/02/18
C-1	Architectural - Elevations	Kristin M. Deluca, P.E.	08/02/18
C-2	Avis Site Plan	Joseph A. Deal, P.E.	07/18/19

NOW, THEREFORE, BE IT RESOLVED, That the Petition of KRE BROADWAY OWNER, LLC, fee owner, for a Special Use Permit to permit the construction and operation of a motor vehicle rental facility on premises known as the Broadway Mall Shopping Center, located on the west side of Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1385, 1237, 1352 and 1374, on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described in Schedule A attached hereto and made a part hereof; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated August 1, 2019, the three (3) plans described herein are hereby approved.

-#-

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

ss.:

I, ~~Joseph A. Deal, Town Attorney~~

Sheila Tarnowski, Director of Legislative Affairs

DO HEREBY CERTIFY that I have compared the annexed with the original

Resolution No. 724-2019 adopted by the Town Board of the Town of Oyster Bay at their meeting of November 19, 2019, GRANTING a Special Use Permit to permit the construction and operation of a motor vehicle rental facility on premises known as Broadway Mall Shopping Center, Hicksville, New York

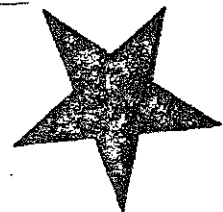
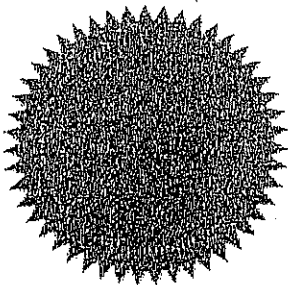
filed in the Town Attorney's Office Legislative Affairs  
and that the same is true transcript thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto signed

my name and affixed the seal of said Town

this 26<sup>th</sup> day of November, 2019

Sheila Tarnowski



SCHEDULE A DESCRIPTION

PARCEL 1:

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

BEGINNING at a monument on the west side of Broadway (NYR Route 106/107) located South 08 degrees 02 minutes 30 seconds East a distance of 100.03 feet from the intersection of the Southern line of Nevada Street and the westerly line of Broadway;

RUNNING THENCE South 08 degrees 02 minutes 30 seconds East along the westerly line of Broadway a distance of 107.40 feet to a monument;

RUNNING THENCE South 08 degrees 02 minutes 30 seconds East along the Westerly line of Broadway a distance of 823.81 feet to a monument;

RUNNING THENCE South, along the arc of a curve a distance of 96.44 feet in a clockwise direction having a radius of 1381.38 feet, said curve being subtended by a chord bearing South 06 degrees 02 minutes 30 seconds East with a length of 96.42 feet to a point;

RUNNING THENCE South, along the arc of a curve a distance of 467.56 feet in the clockwise direction having a radius of 1310.63 feet, said curve being subtended by a chord bearing South 06 degrees 10 minutes 51 seconds West with a length of 465.20 feet, to a monument;

RUNNING THENCE South 18 degrees 24 minutes 13 seconds West a distance of 86.74 feet to a point;

RUNNING THENCE South 79 degrees 06 minutes 17 seconds West a distance of 629.01 feet to a point;

RUNNING THENCE South 07 degrees 35 minutes 43 second East a distance of 186.69 feet to a point;

RUNNING THENCE South 79 degrees 06 minutes 17 seconds West a distance of 5.00 feet to a point;

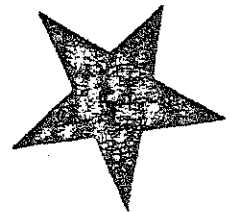
RUNNING THENCE North 07 degrees 35 minutes 43 seconds West along the Easterly line of Wyckoff Street a distance of 186.69 feet to a point;

RUNNING THENCE South 79 degrees 06 minutes 17 seconds West along the Northerly line of Wyckoff Street a distance of 50.09 feet to a point;

RUNNING THENCE South 07 degrees 35 minutes 43 seconds East along the Westerly line of Wyckoff Street a distance of 186.69 feet to a point;

RUNNING THENCE South 79 degrees 06 minutes 17 seconds West a distance of 5.00 feet to a point;

RUNNING THENCE North 07 degrees 35 minutes 43 seconds West a distance of 186.69 feet to a point;



Title Number: NLT-24518-N-13

Page 3

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East along the southerly line of Rotary Place a distance of 6.00 feet to a point;

RUNNING THENCE South 10 degrees 33 minutes 44 seconds East a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East a distance of 220.00 feet to a point;

RUNNING THENCE North 10 degrees 33 minutes 44 seconds West a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East a distance of 5.00 feet to a point;

RUNNING THENCE South 10 degrees 33 minutes 44 seconds East along the Westerly line of Jeanson Place a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East along the Southerly line of Jeanson Place a distance of 50.00 feet to a point;

RUNNING THENCE 10 degrees 33 minutes 44 seconds West along the Easterly line of Jeanson Place a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East a distance of 5.00 feet to a point;

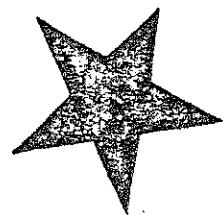
RUNNING THENCE South 10 degrees 33 minutes 44 seconds East a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East a distance of 240.32 feet to the point or place of BEGINNING.

TOGETHER with the benefit of the non-exclusive easements for ingress, egress, parking and utilities as set forth in that certain Operation and Easement Agreement made between Target Corporation and GG&A Broadway Partners, LLC, dated as of January 24, 2005 and recorded on February 15, 2005 in Liber 11914 of Deeds, Page 507 as amended by that certain First Amendment to Operation and Easement Agreement made between Target Corporation and GG&A Broadway Partners, LLC, dated as of September 14, 2005 and recorded October 5, 2005 in Liber 12019 of Deeds, Page 691 and by that certain Second Amendment to Operation and Easement Agreement made between Target Corporation and GG&A Broadway Partners, LLC, dated as of December 20<sup>th</sup>, 2005 and recorded January 9, 2006 in Liber 12062 of Deeds, Page 696.

TOGETHER WITH the benefit of a non-exclusive vehicular easement for ingress and egress over James Street as devised under Article Fourteenth of the last will and testament of James Murphy, deceased, who died on November 18, 1918, late of Queens County (Queens County Surrogates Files No. 39/1919).

EXPECTING THEREFROM so much was conveyed by GG&A Broadway Partners, LLC to Target Corporation by Deed dated January 24, 2005 and recorded on February 15, 2005 in Liber 11914 of Deeds, Page 486, which premises are bounded and described as follows:



Title Number: NLT-24518-N-13

Page 4

ALL that certain plot, place or parcel of land, situate, lying and being situated at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, being more particularly bounded and described as follows:

BEGINNING at the point the following three (3) courses and distances from the intersection of southerly line of Nevada Street and westerly line of Broadway (S.R. Route 106/107 as widened:

1. South 08 degrees 02 minutes 30 seconds East along the westerly line of Broadway (S.R. Route 106-107) as widened a distance of 100.03 feet to a monument;
2. South 80 degrees 27 minutes 45 seconds West a distance of 1271.19 feet to a point;
3. South 09 degrees 31 minutes 58 seconds East a distance of 696.56 feet to the point or place of BEGINNING.

RUNNING THENCE South 10 degrees 06 minutes 31 seconds West a distance of 373.00 feet to a point;

THENCE South 78 degrees 53 minutes 29 seconds West a distance of 404.00 feet;

THENCE North 10 degrees 06 minutes 31 seconds West a distance of 373.00 feet to a point;

THENCE North 78 degrees 53 minutes 29 seconds East a distance of 404.00 feet to the point or place of BEGINNING.

PARCEL 2:

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

BEGINNING at the corner formed by the intersection of southerly side of James Street with the westerly side of Maple Place;

RUNNING THENCE South 04 degrees 59 minutes 47 seconds West along the westerly side of Maple Place, 80 feet to a point;

THENCE South 78 degrees 08 minutes 17 seconds West, 103.96 feet to a point;

THENCE South 04 degrees 59 minutes 47 seconds West, 436.58 feet to a point;

THENCE South 82 degrees 23 minutes 52 seconds West, 81.40 feet;

THENCE South 04 degrees 23 minutes 52 seconds West, 29.77 feet to the northerly lines of West John Street, at a point 183.82 feet westerly as measured along the northerly side of West John Street as widened from the corner formed by the intersection of the westerly side of Maple Place and northerly side of West John Street;

THENCE westerly along the northerly side of West John street along the arc of a curve a distance of 128.64 feet in a clockwise direction having a radius of 3052.04 feet, said curve being subtended by a chord being South 84 degrees 18 minutes 06 seconds West with a length of 128.62 feet, to land now or formerly of John and Marie Karbs, at a point distant 149.90 feet easterly from the corner formed by the intersection of the easterly side of Milton Street and the northerly side of West John Street;





Title Number NL7-24518-N-13

Page 5

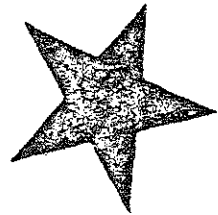
THENCE along land now or formerly of John and Maria Kerbs, North 05 degrees 35 minutes 35 seconds East 85.36 feet;

THENCE South 82 degrees 23 minutes 52 seconds West 50.00 feet;

THENCE North 06 degrees 35 minutes 35 seconds East, 432.76 feet to the southerly side of James Street;

THENCE 79 degrees 08 minutes 17 seconds East along the southerly side of James Street, 362.94 feet to the corner, the point or place of BEGINNING.

TOGETHER WITH the benefit of a non-exclusive vehicular easement for Ingress and egress over James Street as devised under Article Fourteenth of the last will and testament of James Murphy, deceased, who died on November 18 1918, late of Queens County (Queens County Surrogates Files No.39/1919).



WHEREAS, the Town Board, by Resolution No. 725-2019, adopted on November 19, 2019, granted the Petition of KRE BROADWAY OWNER, LLC, fee owner, (the "applicant"), for a Special Use Permit to permit an active recreation use with game room, approximately 49,223 square feet in size, within the existing enclosed mall on premises known as the Broadway Mall Shopping Center, located on the west side of Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1237, 1260, 1261, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381, on the Land and Tax Map of Nassau County; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 246-9.3.5, Expiration, provides that the approval of a special use permit and site plan approval will expire if the approved use and site development is not commenced within one year of the date of approval, unless an extension of the time is granted; and

WHEREAS, the applicant, through its attorneys, Minerva & D'Agostino, P.C., by letter dated September 29, 2020, requested an extension of time from the current expiration date of November 19, 2020, to complete construction and obtain a certificate of occupancy; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated October 1, 2020, recommended that a one (1) year extension of time be granted, from the current expiration date of November 19, 2020, for applicant to obtain a certificate of occupancy,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth for a one (1) year extension of time, from the current expiration date of November 19, 2020, to obtain a certificate of occupancy, is hereby GRANTED, and the same terms and conditions effective pursuant to Town Board Resolution No. 725-2019, adopted on November 19, 2019, shall prevail.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memo

October 1, 2020

To : MEMORANDUM DOCKET

From : ELIZABETH MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING & DEVELOPMENT

Subject : REQUEST FOR EXTENSION OF TIME FOR  
SPECIAL USE PERMIT AND SITE PLAN APPROVAL  
TOWN BOARD RESOLUTION # 725-2019  
PETITION OF KRE BROADWAY OWNER LLC -ROUND 1  
HICKSVILLE, NY  
SECTION 11 BLOCK D LOT 1385, 1237, 1352 & 1374

This Department is in receipt of correspondence, dated September 29, 2020 from Dominic Minerva, Minerva & D'Agostino, P.C. attorney, requesting an extension of time to obtain a certificate of occupancy for the above captioned premises (see attached).

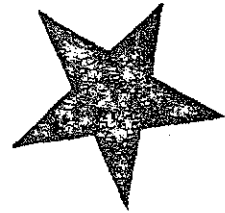
It is my recommendation that a one (1) year extension of time should be granted from the current expiration date of November 19, 2020 to November 19, 2021.

The same terms and conditions should prevail as contained in Town Board Resolution No. 725-2019, dated November 19, 2019.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM/dg  
Enclosure

cc: Legislative Affairs (7 copies w/att.)



*Minerva & D'Agostino, P.C.*  
*Attorneys and Counsellors at Law*  
*107 South Central Avenue*  
*Valley Stream, New York 11580*

*Albert A. D'Agostino*  
*Dominick M. Minerva (1973-2012)*  
*Dominick Minerva*

*Tel 516-872-7400*  
*Fax 516-561-8500*

Via Certified Mail, R.R.R.

*Ross M. Gorber*  
*Christopher G. Kirby*

September 29, 2020

Commissioner Elizabeth Maccarone  
Department of Planning and Development  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771

RE: KRE Broadway Owner LLC - Round 1 expansion  
Special Use Permit and Site Plan - Resolution No.  
Premises: Broadway Commons Shopping Center, Hicksville, New York

Dear Commissioner Maccarone:

Please be advised that this office represents KRE Broadway Owner LLC in connection with the above referenced matter. As you may recall, the Town Board granted approval of the applicant's petition for a special use permit and site plan approval by resolution number 725-209 on November 19, 2019.

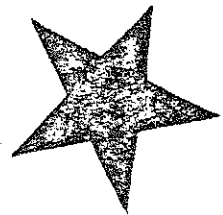
A building permit was obtained by the applicant but additional time is needed to complete construction and obtain a final certificate of occupancy. Enclosed herewith, please find a copy of the original approval. We have also enclosed a \$250.00 check made payable to the "Town of Oyster Bay" for the filing fee for the extension request.

Your favorable consideration of this request would be greatly appreciated. Should you require anything further in connection with this matter, please do not hesitate to contact me.

Very truly yours,

  
Dominick Minerva

Enc.



WHEREAS, the Town Board of the Town of Oyster Bay ("Town Board"), by Resolution No. 534-2016, adopted on September 27, 2016, granted the petition of KRE BROADWAY OWNER, LLC, fee owner, to permit an active recreation use with game room in a General Business ("GB") Zone, approximately 49,223 square feet in size, within the existing enclosed mall, at the Broadway Mall Shopping Center, located on the west side of Broadway (a/k/a Route 106/107), Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381 on the Land and Tax Map of Nassau County; and

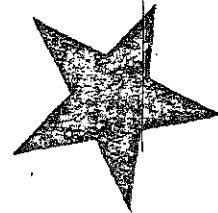
WHEREAS, KRE BROADWAY OWNER, LLC, fee owner, has now petitioned the Town Board for a Special Use Permit to permit the expansion of an active recreation use with game room, on premises known as the Broadway Mall Shopping Center, located on the west side of Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1385, 1237, 1352 and 1374, on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petitions was held by the Town Board of the Town of Oyster Bay on September 17, 2019, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated June 6, 2019, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in section 617.4", and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10343-19, adopted on October 17, 2019, recommended local determination of said applications; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and



Reviewed By  
Office of Town Attorney  
November 19, 2019

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated August 1, 2019, has advised that the Department of Planning and Development has reviewed the following one (1) plan prepared by Robert Morrissey, R.A., JRS Architect, PC, Mineola, NY, and the following one (1) plan prepared by Joseph A. Deal, P.E., Bohler Engineering, Hauppauge, NY:

SHEET NO.	TITLE	PREPARED BY	DATE
A1.01	Proposed First Floor Plan	Robert Morrissey, R.A.	04/19/19
C-2	Round 1 Site Plan	Joseph A. Deal, P.E.	07/18/19

NOW, THEREFORE, BE IT RESOLVED, That the Petition of KRE BROADWAY OWNER, LLC, fee owner, for a Special Use Permit to permit the expansion of an active recreation use with game room, on premises known as the Broadway Mall Shopping Center, located on the west side of Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1385, 1237, 1352 and 1374, on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described in Schedule A attached hereto and made a part hereof; and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by Resolution No. 534-2016, as modified by a Declaration of Restrictive Covenants imposed by the Petitioner, duly recorded in the Office of the Clerk of Nassau County, and the subject Petition remains bound by those restrictions; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated August 1, 2019, the two (2) plans described herein are hereby approved.

-#-

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

ss.:

I, ~~Joseph A. Deal, P.E.~~

Shella Tarnowski, Director of Legislative Affairs

DO HEREBY CERTIFY that I have compared the annexed with the original

Resolution No. 725-2019 adopted by the Town Board of the Town of Oyster Bay at their meeting of November 19, 2019, GRANTING a Special Use Permit to permit an active recreation use with game room on premises known as Broadway Mall Shopping Center, Hicksville, New York

Filed in the Town Attorney's Office  
and that the same is true transcript thereof, and of the whole of such original.

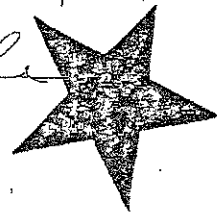
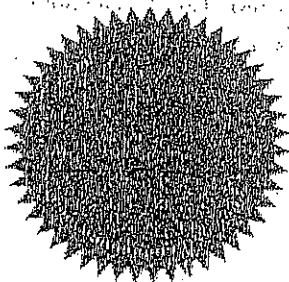
Legislative Affairs

In Testimony Whereof, I have hereunto signed

and affixed the seal of my name and affixed the seal of said Town

this 26<sup>th</sup> day of November, 2019

Shella Tarnowski



## SCHEDULE A DESCRIPTION

PARCEL 1:

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

BEGINNING at a monument on the west side of Broadway (NYR Route 106/107) located South 08 degrees 02 minutes 30 seconds East a distance of 100.03 feet from the intersection of the southerly line of Nevada Street and the westerly line of Broadway;

RUNNING THENCE South 08 degrees 02 minutes 30 seconds East along the westerly line of Broadway a distance of 107.40 feet to a monument;

RUNNING THENCE South 08 degrees 02 minutes 30 seconds East along the Westerly line of Broadway a distance of 823.81 feet to a monument;

RUNNING THENCE South, along the arc of a curve a distance of 95.44 feet in a clockwise direction having a radius of 1381.39 feet, said curve being subtended by a chord bearing South 06 degrees 02 minutes 30 seconds East with a length of 95.42 feet, to a point;

RUNNING THENCE South, along the arc of a curve a distance of 457.58 feet in the clockwise direction having a radius of 1310.53 feet, said curve being subtended by a chord bearing South 06 degrees 10 minutes 54 seconds West with a length of 455.20 feet, to a monument;

RUNNING THENCE South 18 degrees 24 minutes 13 seconds West a distance of 85.74 feet to a point;

RUNNING THENCE South 79 degrees 06 minutes 17 seconds West a distance of 529.01 feet to a point;

RUNNING THENCE South 07 degrees 35 minutes 43 seconds East a distance of 185.69 feet to a point;

RUNNING THENCE South 79 degrees 06 minutes 17 seconds West a distance of 5.00 feet to a point;

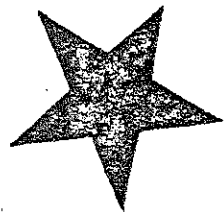
RUNNING THENCE North 07 degrees 35 minutes 43 seconds West along the Easterly line of Wyckoff Street a distance of 185.69 feet to a point;

RUNNING THENCE South 79 degrees 06 minutes 17 seconds West along the Northerly line of Wyckoff Street a distance of 50.09 feet to a point;

RUNNING THENCE South 07 degrees 35 minutes 43 seconds East along the Westerly line of Wyckoff Street a distance of 185.69 feet to a point;

RUNNING THENCE South 79 degrees 06 minutes 17 seconds West a distance of 5.00 feet to a point;

RUNNING THENCE North 07 degrees 35 minutes 43 seconds West a distance of 185.69 feet to a point;



Title Number: NLT-24518-N-13

RUNNING THENCE South 79 degrees 08 minutes 17 seconds West a distance of 581.56 feet to a point;

RUNNING THENCE South 07 degrees 36 minutes 23 seconds East, along land now or formerly of W & B James, 486.69 feet to the northerly side of James Street;

RUNNING THENCE South 79 degrees 08 minutes 17 seconds West, along the Northerly side of James Street, 463.99 feet;

RUNNING THENCE North 05 degrees 35 minutes 35 seconds East, 617.63 feet to a monument;

RUNNING THENCE North 55 degrees 33 minutes 15 seconds West a distance of 191.47 feet to a point;

RUNNING THENCE North 05 degrees 35 minutes 35 seconds East a distance of 63.69 feet to a point;

RUNNING THENCE North 85 degrees 33 minutes 15 seconds West a distance of 300.00 feet to a point;

RUNNING THENCE North 05 degrees 32 minutes 45 seconds East a distance of 63.67 feet to a point;

RUNNING THENCE North 85 degrees 33 minutes 15 seconds West a distance of 45.00 feet to a point;

RUNNING THENCE North 05 degrees 32 minutes 45 seconds East of 191.01 feet to a point;

RUNNING THENCE South 85 degrees 33 minutes 15 seconds East a distance of 345.21 feet to a point;

RUNNING THENCE North 05 degrees 35 minutes 26 seconds East a distance of 859.80 feet to a monument;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East a distance of 1071.42 feet to a point;

RUNNING THENCE North 10 degrees 33 minutes 44 seconds West a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East a distance of 5.00 feet to a point;

RUNNING THENCE South 10 degrees 33 minutes 44 seconds East along the Westerly line of Rotary Place a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East along the Southerly line of Rotary Place a distance of 50.00 feet to a point;

RUNNING THENCE North 10 degrees 33 minutes 44 seconds West along the Easterly line of Rotary Place a distance of 100.00 feet to a point;





MC CLERY

Title Number: NLT-24518-N-13

Page 3

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East along the southerly line of Rotary Place a distance of 5.00 feet to a point;

RUNNING THENCE South 10 degrees 33 minutes 44 seconds East a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East a distance of 220.00 feet to a point;

RUNNING THENCE North 10 degrees 33 minutes 44 seconds West a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East a distance of 5.00 feet to a point;

RUNNING THENCE South 10 degrees 33 minutes 44 seconds East along the Westerly line of Jeanson Place a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East along the Southerly line of Jeanson Place a distance of 50.00 feet to a point;

RUNNING THENCE 10 degrees 33 minutes 44 seconds West along the Easterly line of Jeanson Place a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East a distance of 5.00 feet to a point;

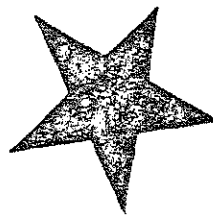
RUNNING THENCE South 10 degrees 33 minutes 44 seconds East a distance of 100.00 feet to a point;

RUNNING THENCE North 80 degrees 27 minutes 45 seconds East a distance of 240.32 feet to the point or place of BEGINNING.

TOGETHER with the benefit of the non-exclusive easements for ingress, egress, parking and utilities as set forth in that certain Operation and Easement Agreement made between Target Corporation and GG&A Broadway Partners, LLC, dated as of January 24, 2005 and recorded on February 15, 2005 in Liber 11814 of Deeds, Page 507 as amended by that certain First Amendment to Operation and Easement Agreement made between Target Corporation and GG&A Broadway Partners, LLC, dated as of September 14, 2005 and recorded October 6, 2005 in Liber 12019 of Deeds, Page 881 and by that certain Second Amendment to Operation and Easement Agreement made between Target Corporation and GG&A Broadway Partners, LLC, dated as of December 20<sup>th</sup>, 2005 and recorded January 9, 2006 in Liber 12062 of Deeds, Page 696.

TOGETHER WITH the benefit of a non-exclusive vehicular easement for ingress and egress over James Street as devised under Article Fourteenth of the last will and testament of James Murphy, deceased, who died on November 18, 1918, late of Queens County (Queens County Surrogates Files No. 38/1918).

EXPECTING THEREFROM so much was conveyed by GG&A Broadway Partners, LLC to Target Corporation by Deed dated January 24, 2005 and recorded on February 15, 2005 in Liber 11814 of Deeds, Page 496, which premises are bounded and described as follows:



JAC. CLERK

Title Number: NLT-2451B-N-13 Page 5  
THENCE along land now or formerly of John and Made Kerbs, North 05 degrees 35 minutes 35 seconds East 85.38 feet;

THENCE South 82 degrees 23 minutes 52 seconds West 50.00 feet;

THENCE North 05 degrees 35 minutes 35 seconds East, 432.76 feet to the southerly side of James Street;

THENCE 79 degrees 06 minutes 17 seconds East along the southerly side of James Street, 382.94 feet to the corner, the point or place of BEGINNING.

TOGETHER WITH the benefit of a non-exclusive vehicular easement for ingress and egress over James Street as devised under Article Fourteenth of the last will and testament of James Murphy, deceased, who died on November 18 1918, late of Queens County (Queens County Surrogates Files No.39/1918).



WHEREAS, the Town Board, by Resolution No. 726-2019, adopted on November 19, 2019, granted the Petition of KRE BROADWAY OWNER, LLC, fee owner, (the "applicant"), for a Special Use Permit to permit the construction and operation of a fitness center on premises known as the Broadway Mall Shopping Center, located on the west side of Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1385, 1237, 1352 and 1374, on the Land and Tax Map of Nassau County; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 246-9.3.5, Expiration, provides that the approval of a special use permit and site plan approval will expire if the approved use and site development is not commenced within one year of the date of approval, unless an extension of the time is granted; and

WHEREAS, the applicant, through its attorneys, Minerva & D'Agostino, P.C., by letter dated September 29, 2020, requested an extension of time from the current expiration date of November 19, 2020, to complete construction and obtain a certificate of occupancy; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated October 1, 2020, recommended that a one (1) year extension of time be granted, from the current expiration date of November 19, 2020, for applicant to obtain a certificate of occupancy,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth for a one (1) year extension of time, from the current expiration date of November 19, 2020, to obtain a certificate of occupancy, is hereby GRANTED, and the same terms and conditions effective pursuant to Town Board Resolution No. 726-2019, adopted on November 19, 2019, shall prevail.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memo

October 1, 2020

To : MEMORANDUM DOCKET

From : ELIZABETH MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING & DEVELOPMENT

Subject : REQUEST FOR EXTENSION OF TIME FOR  
SPECIAL USE PERMIT AND SITE PLAN APPROVAL  
TOWN BOARD RESOLUTION # 726-2019  
PETITION OF KRE BROADWAY OWNER LLC -ORANGE THEORY  
HICKSVILLE, NY  
SECTION 11 BLOCK D LOT 1385, 1237, 1352 & 1374

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This Department is in receipt of correspondence, dated September 29, 2020 from Dominic Minerva, Minerva & D'Agostino, P.C. attorney, requesting an extension of time to obtain a certificate of occupancy for the above captioned premises (see attached).

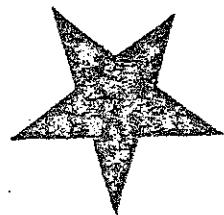
It is my recommendation that a one (1) year extension of time should be granted from the current expiration date of November 19, 2020 to November 19, 2021.

The same terms and conditions should prevail as contained in Town Board Resolution No. 726-2019, dated November 19, 2019.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM/dg  
Enclosure

cc: Legislative Affairs (7 copies w/att.)



*Minerva & D'Agostino, P.C.*  
*Attorneys and Counsellors at Law*  
*101 South Central Avenue*  
*Valley Stream, New York 11580*

*Albert A. D'Agostino*  
*Dominick M. Minerva (1978-2019)*  
*Dominick Minerva*

*Tel 516-872-7400*  
*Fax 516-561-8500*

Via Certified Mail, R.R.R.

*Ross M. Garber*  
*Christopher G. Kirby*

September 29, 2020

Commissioner Elizabeth Maccarone  
Department of Planning and Development  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771

RE: KRE Broadway Owner LLC - Fitness Center  
Special Use Permit and Site Plan - Resolution No. 726-2019  
Premises: Broadway Commons Shopping Center, Hicksville, New York

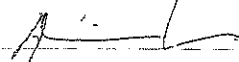
Dear Commissioner Maccarone:

Please be advised that this office represents KRE Broadway Owner LLC in connection with the above referenced matter. As you may recall, the Town Board granted approval of the applicant's petition for a special use permit and site plan approval by resolution number 726-2019 on November 19, 2019.

The applicant needs additional time to obtain a building permit and commence construction. This project was put on hold as a result of the pandemic, the order to close fitness centers and other leasing factors. Enclosed herewith, please find a copy of the original approval. We have also enclosed a \$250.00 check made payable to the "Town of Oyster Bay" for the filing fee for the extension request.

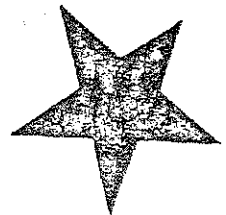
Your favorable consideration of this request would be greatly appreciated. Should you require anything further in connection with this matter, please do not hesitate to contact me.

Very truly yours,



Dominick Minerva

Enc.



Reviewed By  
Office of Town Attorney

WHEREAS, by Resolution No. 828-2018, adopted on December 11, 2018, the Town Board authorized the retention of Berkman Henoeh Peterson Peddy & Fenchel, P.C., Kendric Law Group, P.C., and Bee Ready Fishbein Hatter & Donovan, LLP, to provide legal services to the Zoning Board of Appeals in connection with zoning and land use litigation, for the period from January 1, 2019 through December 31, 2019, with two (2), one (1) year renewal options; and

WHEREAS, pursuant to Resolution No. 743-2019, adopted on December 10, 2019, the Town Board authorized the exercise of the first (1) one-year extension option with the abovementioned law firms; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated October 5, 2020, advised that in calendar year 2020, there have been a number of legal proceedings involving the Zoning Board of Appeals and that because of those legal proceedings, additional funds are necessary in the amount of \$5,000.00 with respect to Berkman Henoeh Peterson Peddy & Fenchel, P.C. and \$2,500.00 with respect to Bee, Ready, Fishbein, Hatter & Donovan, LLP,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Town Board hereby authorizes an increase in authorized funding in the amount of \$5,000.00 with respect to Berkman Henoeh Peterson Peddy & Fenchel, P.C. and \$2,500.00 with respect to Bee, Ready, Fishbein, Hatter & Donovan, LLP; 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 funds to be drawn from Account No. PAD B 8010 44800 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
Councilwoman Johnson	Aye
Councilman Imbroto	Abstain
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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

**TO: MEMORANDUM DOCKET**

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

**DATE: OCTOBER 5, 2020**

**SUBJECT: REQUEST FOR AUTHORIZATION FOR INCREASED EXPENDITURES  
FOR OUTSIDE COUNSEL FOR THE ZONING BOARD OF APPEALS  
LEGAL SERVICES FOR ZONING AND LAND USE LITIGATION  
ACCOUNT NUMBER PAD B 8010 44800 000 0000**

---

On December 11, 2018, the Town Board adopted Resolution Number 828-2018 authorizing Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., Kendric Law Group, P.C. and Bee, Ready, Fishbein, Hatter & Donovan, LLP to provide legal services for zoning and land use litigation to the Zoning Board of Appeals for the period from January 1, 2019 through December 31, 2019 with two, one (1) year renewal options.

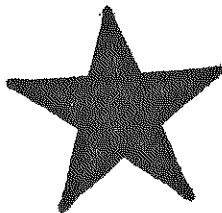
Subsequently, on December 10, 2019, the Town Board adopted Resolution Number 743-2019, authorizing the first of two (2), one (1) year renewal options with the above mentioned firms with a monetary authorization for each legal firm.

During the current fiscal year, a number of legal proceedings have been brought against the Zoning Board of Appeals where the Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. and the Bee, Ready, Fishbein, Hatter & Donovan, LLP law firms have represented the Zoning Board of Appeals.

In view of the above, it is respectfully requested that the law firm Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. be authorized for additional payments in the amount of \$5,000.00 and that the law firm Bee, Ready, Fishbein, Hatter & Donovan, LLP be authorized for additional payments in the amount of \$2,500.00.

Please be advised that funds for this request will be made available in account number PAD B 8010 44800 000 0000 pending a transfer of funds before the Honorable Town Board under a separate docket item.

ELM:tz



*Elizabeth L. Maccarone*  
ELIZABETH L. MACCARONE  
COMMISSIONER

BY *Timothy R. Zike*  
TIMOTHY R. ZIKE  
Deputy Commissioner

List of Delinquent Water Rentals of the following  
WATER Districts were presented to the Town Board:

BETHPAGE  
HICKSVILLE  
JERICHO  
LOCUST VALLEY  
MASSAPEQUA  
OYSTER BAY  
SOUTH FARMINGDALE  
INC. VILLAGE OF FARMINGDALE  
PLAINVIEW

The following resolution was offered by Councilwoman  
Johnson , seconded by Councilman Imbroto

RESOLVED, That the Town Attorney be authorized and  
directed to send certified copies of Delinquent Water  
Rentals received from the various Water Districts to the  
County Departments of Assessment, the County Legislature,  
and the Town Comptroller.

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye





BT

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

October 2, 2020

TO: MEMORANDUM DOCKET

FROM: SHEILA TARNOWSKI, DIRECTOR  
LEGISLATIVE AFFAIRS

THRU: OFFICE OF THE TOWN ATTORNEY

SUBJECT: DELINQUENT WATER RENTALS

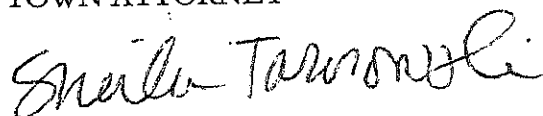
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The attached resolution relates to Delinquent Water Rentals for 2020 for the various Water Districts in the Town of Oyster Bay.

Pursuant to Town Law, these lists are prepared by the Water Districts each year and submitted to this office for presentation to the Town Board.

After adoption, the Town Attorney is directed to notify the Town Comptroller, the Nassau County Legislature and the Nassau County Department of Assessment, who will include these unpaid items on the Tax Roll for Collection for 2021.

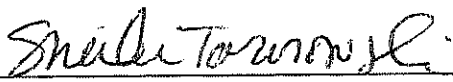
FRANK M. SCALERA  
TOWN ATTORNEY

  
Sheila Tarnowski  
Director - Legislative Affairs

ST

THIS IS TO CERTIFY THAT THE DELINQUENT WATER RENTS OF THE VARIOUS WATER DISTRICTS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, ARE AS FOLLOWS:

BETHPAGE.....	\$ 123,058.81
HICKSVILLE.....	\$ 136,162.38
JERICO.....	\$ 309,396.38
LOCUST VALLEY.....	\$ 5,027.75
MASSAPEQUA.....	\$158,397.09
INC. VILLAGE OF FARMINGDALE.....	\$ 8,413.95
OYSTER BAY.....	\$ 37,142.25
PLAINVIEW.....	\$ 117,599.46
SOUTH FARMINGDALE.....	\$ 273,781.87



SHEILA TARNOWSKI, DIRECTOR  
LEGISLATIVE AFFAIRS  
TOWN OF OYSTER BAY, NASSAU COUNTY  
NEW YORK

DATED:           October 20, 2020  
                  Oyster Bay, New York

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A  
L

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

October 2, 2020

TO: MEMORANDUM DOCKET  
FROM: SHEILA TARNOWSKI, DIRECTOR  
LEGISLATIVE AFFAIRS  
THRU: OFFICE OF THE TOWN ATTORNEY  
SUBJECT: DELINQUENT WATER RENTALS

---

The attached resolution relates to Delinquent Water Rentals for 2020 for the various Water Districts in the Town of Oyster Bay.

Pursuant to Town Law, these lists are prepared by the Water Districts each year and submitted to this office for presentation to the Town Board.

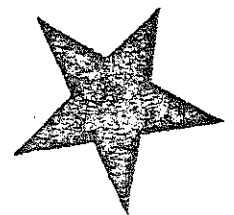
After adoption, the Town Attorney is directed to notify the Town Comptroller, the Nassau County Legislature and the Nassau County Department of Assessment, who will include these unpaid items on the Tax Roll for Collection for 2021.

FRANK M. SCALERA  
TOWN ATTORNEY



Sheila Tarnowski  
Director - Legislative Affairs

ST



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to secure the premises located at 11 Shannon Drive, Woodbury, New York 11797, also known as Section 14, Block D, Lot 624 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 5, 2020, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on June 5, 2020, in the amount of \$874.29, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 5, 2020, 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 \$874.29 may be assessed by the Legislature of the County of Nassau against the parcel known as 11 Shannon Drive, Woodbury, New York 11797, also known as Section 14, Block D, Lot 624 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 5, 2020

SUBJECT: Property Cleanup Assessment  
11 Shannon Drive, Woodbury, New York 11797  
Section 14, Block D, Lot 624

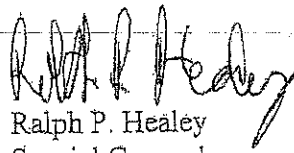
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By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises of the house located at 11 Shannon Drive, Woodbury, New York 11797, also known as Section 14, Block D, Lot 624 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 2, 2020, advised that the property was secured by a crew from the Highway Department on June 5, 2020. The cost incurred by the Town of Oyster Bay was \$874.29.

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

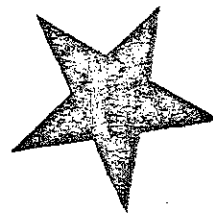
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

S:\Attys\aml\Cleanup MD&Reso\MD 11 Shannon Dr Bduip 10.5.2020



2020-7748

Ken Bishop

---

**From:** Theresa Cipriano  
**Sent:** Friday, June 05, 2020 10:40 AM  
**To:** Ken Bishop  
**Cc:** Michael Esposito  
**Subject:** 14-D-624 11 Shannon Drive, Woodbury

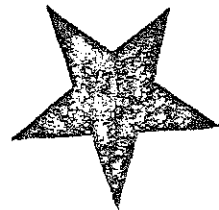
Ken,

Please have Jeff go to subject property to reinstall 6 foot PVC fence around the pool.

Thank You,

*Theresa Cipriano*

Town of Oyster Bay  
Code Enforcement Bureau  
74 Audrey Avenue, 3<sup>rd</sup> Floor  
Oyster Bay, New York 11771  
(516) 624-6215  
Fax: (516) 624-6240



THIS DEED, made the 28 day of February, 2019, between Ellen Durst, Esq., 1415 Keithum Place, Suite 205, Garden City, NY 11530, the Referee duly appointed in the action hereinafter mentioned ("Grantor"), and U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT, 15480 Laguna Canyon Road, Irvine, CA, 92618, ("Grantee").

WITNESSETH, that Grantor, the Referee appointed in an action by Bank of America, National Association, a national banking association, as successor in interest by merger to Merrill Lynch Credit Corporation as Plaintiff against Vincent Valentino as Defendant(s), foreclosing a Mortgage recorded on June 14, 2006, in the Nassau County Clerk's Office at Liber M 30607 of Mortgages, page 693-698, pursuant to a judgment of foreclosure and sale entered by the Supreme Court of the State of New York, Nassau County, on October 18, 2016, and in consideration of One Hundred Dollars and No Cents (\$100.00) Dollars paid by the Grantee, being the highest sum bid at the sale under said judgment, does hereby grant and convey unto Grantee and the heirs, executors, administrators, successors and assigns of Grantee forever,

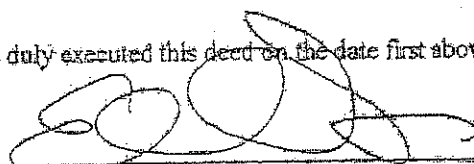
ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Town of Oyster Bay, the County of Nassau, and the State of New York, being more particularly described in Schedule A attached hereto and made a part hereof.

Tax Account No.: Section: 14 Block: D Lot: 624  
Property Address: 11 Shannon Drive, Woodbury, NY 11797  
Tax Mailing Address: 15480 Laguna Canyon Road, Irvine, CA, 92618

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

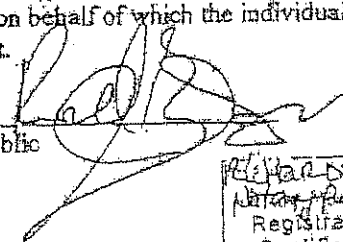
TO HAVE AND TO HOLD the premises herein granted unto Grantee and the heirs, executors, administrators, successors and assigns of Grantee forever.

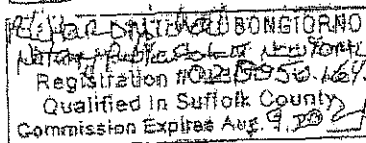
IN WITNESS WHEREOF Grantor has duly executed this deed on the date first above written.

  
Ellen Durst, Esq., Referee

STATE OF NEW YORK )  
COUNTY OF NASSAU )ss:

On the 28 day of February in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Ellen Durst, Esq., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

  
RICHARD DI CARO  
Notary Public for New York  
Registration #0229556-16711 # 02B 05016411  
Qualified in Suffolk County  
Commission Expires Aug 9, 2021

Record and return to:

Shapiro, DiCaro &  
Barak, LLC  
175 Mile Crossing  
Boulevard  
Rochester, New York  
14624  
(585) 247-9000

File #: 13-023549  
PG

RICHARD MICHAEL  
Aug 9 2021

2020-7748

Town of Oyster Bay  
Inter- Departmental Memo

JULY 2, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

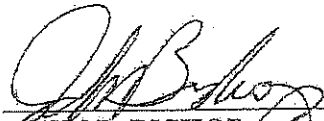
SUBJECT: 11 SHANNON DRIVE, WOODBURY  
BOARD-UP/ CLEAN-UP

---

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 \$874.29.

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



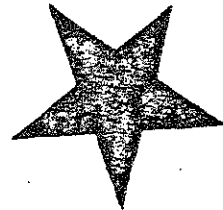
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JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

THIS DOCUMENT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



BOARD - UP/CLEAN-UP 11 SHANNON DRIVE, WOODBURY TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (14-D-624) 11 SHANNON DR WOODBURY 11797

Date Jun 5, 2020

Work Order # 70670

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JEFFREY VAN NOSTRAND	General Maintenance	01:00	\$45.29	00:00	0	\$45.29
Total Labor						\$45.29

Tools/Vehicle


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

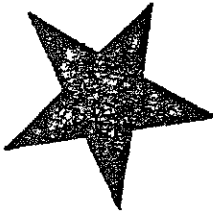
Materials

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

Grand Total \$874.29

Description of Work:  
fix fence at 11 Shannon Drive wb

Signature:   
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: Jul 2, 2020



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 10, 2020, authorized the Highway Department to clean up the premises located at 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 5, 2020, 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 22, 2020, in the total amount of \$1,981.21, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 5, 2020, 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 \$1,981.21 may be assessed by the Legislature of the County of Nassau against the parcel known as 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
*Frank M. Scalera*

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 5, 2020

SUBJECT: Property Cleanup Assessment  
18 Melissa Lane, Old Bethpage, New York 11804  
Section 47, Block 99, Lot 18

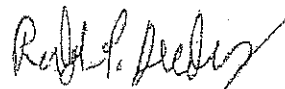
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The Department of Planning and Development, by memorandum dated June 10, 2020, directed the Highway Department to clean the premises located at 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau. (See attached copy of property card). The Highway Department has, by memorandum dated June 26, 2020, advised that the property was cleaned by a crew from the Highway Department on June 22, 2020. The cost incurred by the Town of Oyster Bay was \$1,981.21.

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.

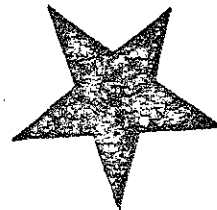
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

amlS:\Attorney\Reso 2020\MD 18 Melissa Ln 10.5.2020.doc



2020-7735

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 10, 2020

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 18 Melissa Lane, Old Bethpage, New York 11804  
SBL: 47-99-18

Notice of Violation No. 01935 was issued to the owner of the above-referenced premises on 06/01/20 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that:

- Cut and trim lawn and vegetation in front, side and rear yards.

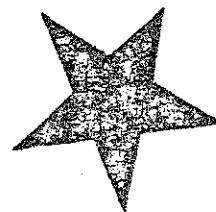
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER  
BY:

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

  
ME:tc

cc: Frank Scalera, Chief Deputy Town Attorney





Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCaffrey  
DEPUTY COMMISSIONER

June 10, 2020

Cynthia Mirabel  
18 Melissa Lane  
Old Bethpage, New York 11804

RE: PREMISES: 18 Melissa Lane, New York 11804  
SECTION 47 BLOCK 99 LOT 18

Dear Property Owner:


Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Section 135-52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. No. 01935 (copy attached) has been served on 06/01/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs thereof.

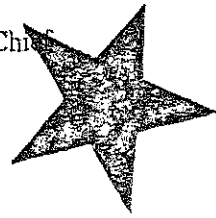
Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito, Bureau Chief  
Code Compliance Division

ELM:ME:tc  
Enclosure



AUG 12 1958

[illegible]

RTH

Town of Oyster Bay  
Inter- Departmental Memo

JUNE 26, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

SUBJECT: 18 MELISSA LANE, OLD BETHPAGE  
BOARD-UP/ 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 \$1,981.21.

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

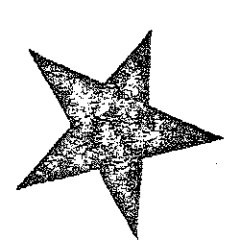
  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY  
20 JUL 24 AM 10:40

BOARD - UP/CLEAN-UP 18 MELISSA LANE, OLD BETHPAGE TO P & D





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (47-99-18) 18 MELISSA LN OLD BETHPAGE 11804

Date Jun 22, 2020

Work Order # 71030

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:30	\$34.52	00:00	0	\$51.78
JAMES ROMANO	General Maintenance	01:30	\$28.74	00:00	0	\$43.11
OSCAR GUEVARA	General Maintenance	01:30	\$25.33	00:00	0	\$38.00
JOSEPH PISZCZATOWSKI	General Maintenance	01:30	\$53.49	00:00	0	\$80.24
VINCENT PADAVANO	General Maintenance	01:30	\$49.02	00:00	0	\$73.53
BRIAN KWAS	General Maintenance	01:30	\$25.70	00:00	0	\$38.55
Total Labor						\$325.21

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU443	PICK UP 2012 FORD F-250 YW (25 / 025)	\$79.00	01:30	\$118.50
TD631	TRUCK DUMP 2008 FORD F-350 YW (T-105) - Power Wagons	\$105.00	01:30	\$157.50
TD655	PICK-UP TRUCK 2009 FORD F-250 YW (16 / 016)	\$79.00	01:30	\$118.50
TD725	TRUCK DUMP 2014 INTER 7300 YELLO (T-171)- 6 Wheeler	\$131.00	01:30	\$196.50
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:30	\$157.50
TR203	TRAILER 2015 FELLINGS BL	\$105.00	01:30	\$157.50
Total Equipment				\$906.00


## Materials

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

Grand Total \$1981.21

## Description of Work:

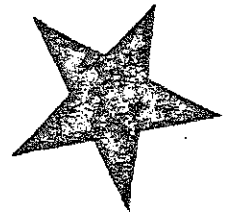
CLEAN UP 18 MELISSA LANE OBP

Signature: 

Name: Peter Brown

Title: Director of Highway Operations

Date: Jun 25, 2020





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 8, 2020, authorized the Highway Department to clean up the premises located at 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 5, 2020, 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 21, 2020, in the total amount of \$2,165.94, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 5, 2020, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,165.94 may be assessed by the Legislature of the County of Nassau against the parcel known as 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 5, 2020

SUBJECT: Property Cleanup Assessment  
28 High Street, Farmingdale, New York 11735  
Section 49, Block 21, Lot 142

---

The Department of Planning and Development, by memorandum dated July 8, 2020, directed the Highway Department to clean the premises located at 28 High Street, Farmingdale, New York 11758, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau. (See attached copy of Deed). The Highway Department has, by memorandum dated July 28, 2020, advised that the property was cleaned by a crew from the Highway Department on July 21, 2020. The cost incurred by the Town of Oyster Bay was \$2,165.94.

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.

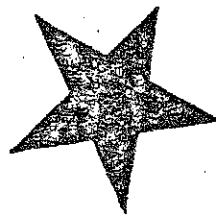
FRANK M. SCALERA  
TOWN ATTORNEY

*Ralph P. Healey*

Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

amlS:\Attorney\Resc 2020\MD 28 High St 10.5.2020.doc



2020-7739

TOWN OF OYSTER BAY

Inter-Departmental Memo

July 8, 2020

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 28 High Street, Farmingdale, NY 11735  
SBL: 49-21-142

Notice of Violation No. 02194 was issued to the owner of the above-referenced premises on 06/30/20 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.
- Tree in rear to be removed.
- Corner bush to be cut under 30 inches in height.

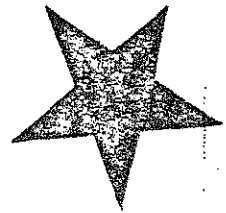
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER  
BY:

*Michael Esposito / c.*  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

MB:tc

cc: Frank Scalera, Town Attorney





Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCaffrey  
DEPUTY COMMISSIONER

July 8, 2020

Andrew Koppie  
28 High Street  
Farmingdale, New York 11735

RE: PREMISES: 28 High Street, Farmingdale, New York 11735  
SECTION 49 BLOCK 21 LOT 142

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Section 135-52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. No. 02194 (copy attached) has been served on 06/30/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs thereof.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE  
COMMISSIONER

*Michael Esposito*  
Michael Esposito, Bureau Chief  
Code Compliance Division



ELM:ME:tc  
Enclosure

THIS INDENTURE, made the  
BETWEEN

17<sup>th</sup> day of December

in the year 2004

as to an undivided one-half interest, residing at 28  
High Street, Farmingdale, New York 11735

party of the first part, and

Andrew Kopple, residing at 26 Bernard Street, Farmingdale, New York 11735

party of the second part.

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the  
See Schedule A attached hereto and made a part hereof.

BEING AND INTENDED TO BE, the same premises conveyed by deed from [redacted]  
dated 12/4/97 and  
recorded on 1/12/98 in Liber 10866 Page 0092 in the Nassau County Clerk's Office.

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

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

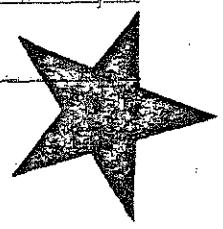
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will  
receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied  
first for the purpose of paying the cost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

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

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

IN PRESENCE OF:

[redacted] by [redacted] Attorney at Law  
[redacted] by [redacted] Attorney at Law  
[redacted] by [redacted] Attorney at Law



AC

**Figure 1**

SUBJECT: 28 HIGH STREET, FARMINGDALE  
BOARD-UP/ CLEAN-UP

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

DATE: 10/10/01  
PAGE: 15/16

A large, textured five-pointed star, possibly a decorative element or a placeholder for a logo. The star is filled with a dense, grainy pattern, giving it a three-dimensional or metallic appearance. It is centered in the upper half of the page.



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (49-21-142) 28 HIGH ST FARMINGDALE 11735

Date Jul 21, 2020

Work Order # 72021

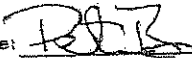
Labor Costs		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
Employee's Name						
PATRICK PETERS	General Maintenance	01:00	\$30.54	00:00	0	\$30.54
JAMES CHADWICK, II	General Maintenance	01:00	\$46.66	00:00	0	\$46.66
MARTIN LANG	General Maintenance	01:00	\$51.35	00:00	0	\$51.35
ROBERT PALACIOS	General Maintenance	01:00	\$26.44	00:00	0	\$26.44
PHILIP BADOME	General Maintenance	01:00	\$30.13	00:00	0	\$30.13
ERIC PETERS	General Maintenance	01:00	\$31.89	00:00	0	\$31.89
ANGELO T TARZIA	General Maintenance	01:00	\$20.90	00:00	0	\$20.90
ANTHONY MODAFFERI	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
STEVEN KELLY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
THOMAS CORBETT	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$282.91

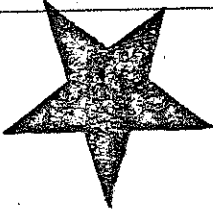
Tools/Vehicle		Description	Rate per Hour	Hours	Line Cost
Tool/Vehicle					
PLO90		Payloader 2013 Komat W380 Yellow	\$168.00	01:00	\$168.00
PU413		PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	01:00	\$79.00
PU461		PICK UP 2020 FORD F350 YW	\$79.00	01:00	\$79.00
TD640		TRUCK DUMP 2008 INTL 7400 YW (T-279) -10 Wheeler	\$93.00	01:00	\$93.00
TD683		TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	01:00	\$105.00
TD692		TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	01:00	\$105.00
TD703		TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:00	\$105.00
TD728		POWER WAGON 2015 T-245	\$105.00	01:00	\$105.00
TD758		2020 INTERNATIONAL HV607 10 WHEELER YW	\$93.00	01:00	\$93.00
TR213		2019 INTEG INT TRAILER YW	\$105.00	01:00	\$105.00
Total Equipment					\$1037.00

Materials		Material	Cost Per Unit	Units	Line Cost
		Administrative Fee	\$750.00	1	\$750.00
		Tipping Fee (per ton)	\$88.92	1.08	\$96.03
Total Materials					\$846.03

Grand Total \$2165.94

Description of Work:  
CLEAN UP 28 HIGH STREET FM

Signature:   
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: Jul 28, 2020



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 3, 2020, authorized the Highway Department to clean up the premises located at 49 Allen Drive, East Norwich, New York 11732, also known as Section 24, Block 14, Lot 13 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 5, 2020, 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, 2020, in the total amount of \$2,286.16, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 5, 2020, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,286.16 may be assessed by the Legislature of the County of Nassau against the parcel known as 49 Allen Drive, East Norwich, New York 11732, also known as Section 24, Block 14, Lot 13 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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



Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 5, 2020

SUBJECT: Property Cleanup Assessment  
49 Allen Drive, East Norwich, New York 11732  
Section 24, Block 14, Lot 13

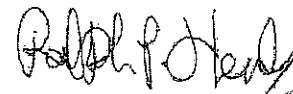
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The Department of Planning and Development, by memorandum dated June 3, 2020, directed the Highway Department to clean the premises located at 49 Allen Drive, East Norwich, New York 11732, also known as Section 24, Block 14, Lot 13 on the Land and Tax Map of the County of Nassau. (See attached copy of Deed). The Highway Department has, by memorandum dated June 26, 2020, advised that the property was cleaned by a crew from the Highway Department on June 10, 2020. The cost incurred by the Town of Oyster Bay was \$2,286.16.

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.

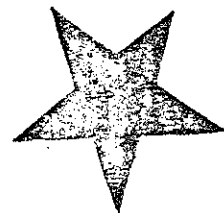
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

aml\SA\Attorney\Reso 2020\MD 49 Allen Dr 10.5.2020.doc



2020-7721

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 3, 2020

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 49 Allen<sup>E</sup> Drive, East Norwich, New York 11732  
SBL: 24-14-13


Notice of Violation No. 01548 was issued to the owner of the above-referenced premises on 05/15/20 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that:

- Cut and trim grass and vegetation.

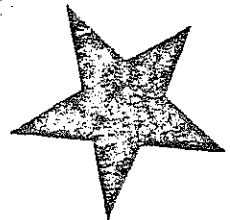
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER  
BY:

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

  
ME:tc

cc: Frank Scalera, Chief Deputy Town Attorney





Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbayny.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCAFFREY  
DEPUTY COMMISSIONER

June 3, 2020, 2020

U.S. Bank Trust, N.A. Trustee for LSF 10 Master Participation Trust  
49 Allen Drive  
East Norwich, New York 11732

RE: PREMISES: 49 Allen Drive, East Norwich, New York 11732  
SECTION 24 BLOCK 14 LOT 13

Dear Property Owner:

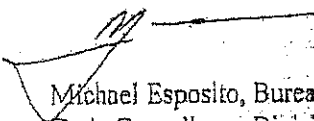
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Section 135-52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. No. 01548 (copy attached) has been served on 05/15/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs thereof.

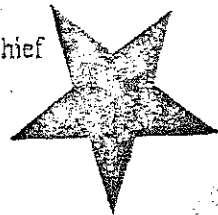
Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito, Bureau Chief  
Code Compliance Division

  
ELM:ME:tc  
Enclosure



## REFEREE'S DEED

This Deed, made this 13<sup>th</sup> Day of March 2018, between AVROHOM Y. GEFEN, ESQ., as Referee, having an address at 3000 MARCUS AVENUE - SUITE 100, NEW HYDE PARK, NY 11042 in the foreclosure action hereinafter mentioned party of the first part and U.S. BANK TRUST, N.A. AS TRUSTEE FOR LSF10 MASTER PARTICIPATION TRUST, party of the second part, having an address of 13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134.

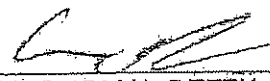
WITNESSETH, that the party of the first part, being the Referee appointed in an action between U.S. BANK TRUST, N.A. AS TRUSTEE FOR LSF10 MASTER PARTICIPATION TRUST, Plaintiff and MURRAY M. LEMISH, Defendant, et al.; foreclosing a mortgage recorded on September 13, 2004, in Liber 27569 of Mortgages, at Page 375, et seq., and pursuant to a judgment entered on October 23, 2018. And in consideration of the sum of \$500.00 paid by the party of the second part, being the highest sum bid at the sale under such judgment does hereby grant and convey unto the party of the second part, its successors and assigns, the premises described in Schedule "A" attached hereto and made a part hereof.

COUNTY OR TOWN: NASSAU COUNTY  
PROPERTY ADDRESS: 49 ALLEN DRIVE  
EAST NORWICH, NY 11732 (TOWN OF OYSTER BAY)  
SECTION: 0024 BLOCK: 00014-00 LOT: 00013

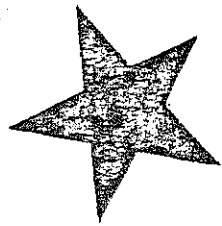
SUBJECT to all unpaid taxes, assessments and water rates which are now a lien on the premises.

TO HAVE AND TO HOLD the premises described in Schedule "A" and hereby conveyed unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has thereunto set his hand the day and year first written above.

  
\_\_\_\_\_  
AVROHOM Y. GEFEN, ESQ., As Referee

RECORD AND RETURN TO:  
FEIN, SUCH & CRANE LLP  
7 CENTURY DRIVE, SUITE 201  
PARSIPPANY, NJ 07054  
VERJN098



AL

Town of Oyster Bay  
Inter- Departmental Memo

JUNE 26, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

SUBJECT: 49 ALLEN DRIVE, EAST NORWICH  
BOARD-UP/ 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 \$2,286.16.

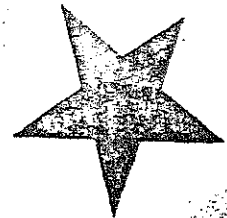
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY  
'20 AUG 4 PM 1:30



BOARD - UP/CLEAN-UP 49 ALLEN DRIVE, EAST NORWICH TO P & D



# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (24-14-13) 49 ALLEN DR EAST NORWICH 11732

Date Jun 10, 2020

Work Order # 70643

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL BARRY	General Maintenance	02:30	\$30.63	00:00	0	\$76.58
NICHOLAS BENETOS	General Maintenance	02:30	\$42.99	00:00	0	\$107.48
KEVIN FREIBERG	General Maintenance	02:30	\$36.51	00:00	0	\$91.27
ERIC GOLDEN	General Maintenance	02:30	\$38.02	00:00	0	\$95.05
RODOLFO MERCADO	General Maintenance	02:30	\$26.79	00:00	0	\$66.98
DARIN S. RIEFBERG	General Maintenance	02:30	\$19.52	00:00	0	\$48.80
Total Labor						\$486.16

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU454	PICK UP TRUCK 2019 FORD F350 YW	\$79.00	02:30	\$197.50
TD705	TRUCK DUMP 2011 FORD F350 YELLO (T-135) - Power Wagons	\$105.00	02:30	\$262.50
TD737	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T-155)	\$105.00	02:30	\$262.50
TD759	6 WHEELER 2019 INTL HV507 YW	\$131.00	02:30	\$327.50
Total Equipment				\$1050.00

## Materials

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

Grand Total \$2286.16

## Description of Work:

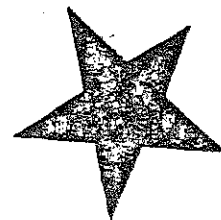
CLEAN UP 49 ALLAN DRIVE EN

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 26, 2020



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to secure the premises located at 90 Cold Spring Road, Syosset, New York 11791, also known as Section 15, Block 84, Lot 16 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 5, 2020, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on July 1, 2020, in the amount of \$1,302.92, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 5, 2020, 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 \$1,302.92 may be assessed by the Legislature of the County of Nassau against the parcel known as 90 Cold Spring Road, Syosset, New York 11791, also known as Section 15, Block 84, Lot 16 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET .  
FROM: Office of the Town Attorney  
DATE: October 5, 2020  
SUBJECT: Property Cleanup Assessment  
90 Cold Spring Road, Syosset, New York 11791  
Section 15, Block 84, Lot 16

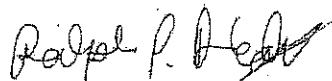
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By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises of the house located at 90 Cold Spring Road, Syosset, New York 11791, also known as Section 15, Block 84, Lot 16 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 9, 2020, advised that the property was secured by a crew from the Highway Department on July 1, 2020. The cost incurred by the Town of Oyster Bay was \$1,302.92.

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

Kindly place this matter on the Town Board Action Calendar.

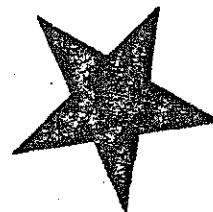
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

S:\Attys\aml\Cleanup MD&Reso\MD 90 Cold Spr Rd Bdop 10.5.2020





2020-7720

Ken Bishop

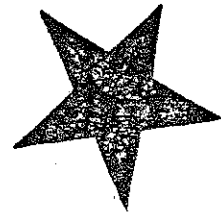
---

From: Michael Esposito  
Sent: Tuesday, June 30, 2020 11:27 AM  
To: Ken Bishop  
Cc: Daniel Kornfeld  
Subject: 90 cold spring road syosset 15-84-16

Kenny  
Can Jeff please go to secure the front door at the subject premises.  
Thank you

*Michael G. Esposito*

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



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

THIS INSTRUMENT, made the

15<sup>th</sup> day of

FEBRUARY

2012

BETWEEN

[REDACTED], 80 GOLD SPRING RD, SYOSSET, NY

party of the first part, and

80 GOLD SPRING RD LTD, 80 GOLD SPRING RD, SYOSSET, NY

party of the second part,

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

TEN dollars

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

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

SCE 15 BLK 64 LT 18

PREMISES KNOWN AT 80 GOLD SPRING ROAD, SYOSSET, NY 11791

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 line 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.

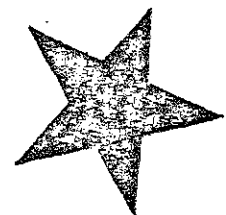
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of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

[REDACTED]

[REDACTED]



Town of Oyster Bay  
Inter- Departmental Memo

JULY 9, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT


SUBJECT: 90 COLD SPRING ROAD, SYOSSET  
BOARD-UP/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 \$1,302.92

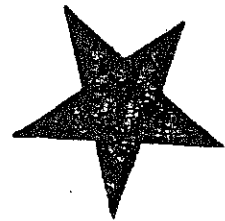
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY  
JUL 16 2020



BOARD - UP/CLEAN-UP 90 COLD SPRING ROAD, SYOSSET TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (15-84-16) 90 COLD SPRING RD SYOSSET NY 11791

Date Jul 1, 2020

Work Order # 71713

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
RUBEN FOURNIER	General Maintenance	03:00	\$36.37	00:00	0	\$109.11
JOHN KOZIKOWSKI	General Maintenance	03:00	\$34.52	00:00	0	\$103.56
Total Labor						\$212.67

Tools/Vehicle

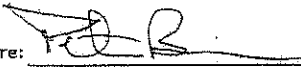
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	03:00	\$237.00
Total Equipment				\$237.00

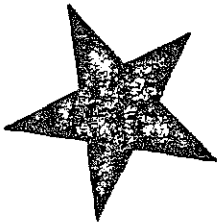
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Plywood 4'X8'X1/2"	\$20.65	5	\$103.25
Total Materials			\$853.25

Grand Total \$1302.92

Description of Work:  
secure front door at 90 Cold Spring Road SY

Signature:   
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: Jul 8, 2020



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 6, 2020, authorized the Highway Department to clean up the premises located at 144 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 151, Lot 18 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 5, 2020, 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 17, 2020, in the total amount of \$1,254.29, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 5, 2020, 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 \$1,254.29 may be assessed by the Legislature of the County of Nassau against the parcel known as 144 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 151, Lot 18 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 5, 2020

SUBJECT: Property Cleanup Assessment  
144 Arlyn Drive West, Massapequa, New York 11758  
Section 53, Block 151, Lot 18


---

The Department of Planning and Development, by memorandum dated July 6, 2020, directed the Highway Department to clean the premises located at 144 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 151, Lot 18 on the Land and Tax Map of the County of Nassau. (See attached copy of Deed). The Highway Department has, by memorandum dated July 22, 2020, advised that the property was cleaned by a crew from the Highway Department on July 17, 2020. The cost incurred by the Town of Oyster Bay was \$1,254.29.

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.

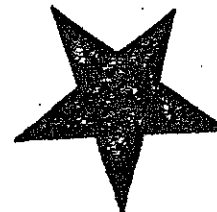
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

amlS:\Attorney\Reso 2020\MD 144 Arlyn Dr W 10.5.2020.doc



2020-7738

TOWN OF OYSTER BAY

Inter-Departmental Memo

July 6, 2020

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 144 Arlyn Drive West, Massapequa, NY 11758  
SBL: 53-151-18

---

Notice of Violation No. 02123 was issued to the owner of the above-referenced premises on 06/24/20 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

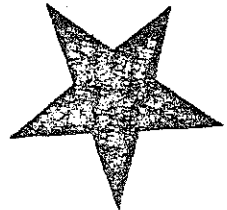
In accordance with the provisions of Section 135.54, I am directing that:

- Cut and trim grass and vegetation in front, side, rear yards and utility strip.
- Trim bushes in front, side and rear yards.
- Remove all garbage and rubbish in driveway.

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:tc

cc: Frank Scalera, Chief Deputy Town Attorney



Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oystorbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCAFFREY  
DEPUTY COMMISSIONER

July 6, 2020

Ridge Drive Capital LLC  
2792 Riverdale Drive  
Wantagh, New York 11793

RE: PREMISES: 144 Arlyn Drive West, Massapequa, New York 11758  
SECTION 53 BLOCK 151 LOT 18

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Section 135-52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. No. 02123 (copy attached) has been served on 06/24/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs thereof.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE  
COMMISSIONER

*Michael Esposito*  
Michael Esposito, Bureau Chief  
Code Compliance Division

ELM:ME:tc  
Enclosure



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

THIS INDENTURE, made the 12<sup>th</sup> day of May, 2020

BETWEEN

[REDACTED], having an address at 144 Arlyn Drive W., Massapequa, NY 11756

party of the first part, and

Ridge Drive Capital LLC, having an address at 68 S. Service Road, Suite 100, Melville, NY 11747

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and 00/100 dollars (\$10.00) 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 its buildings and improvements thereon situated, situate, lying and being more particular described in

"SCHEDULE A" ANNEXED HERETO AND MADE A PART HEREOF

SAID PREMISES KNOWN AS: 144 Arlyn Drive W., Massapequa, NY 11756.

BEING AND EXTENDED to be the same premises conveyed in Liber 12139 page 508.

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.

[REDACTED SIGNATURE]



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

State of New York, County of NASSAU ss:

State of New York, County of Nassau ss:

On the 12 day of May in the year 2020 before me, the undersigned, personally appeared Jaclyn Balazar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

On the day of in the year 2018 before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

SALVATORE T. RAINONE  
Notary Public-State of New York  
No. 01RA5028774  
Qualified in Queens County  
Commission Expires 7/5/22

BARGAIN AND SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No.: VAN-31029

Balazar

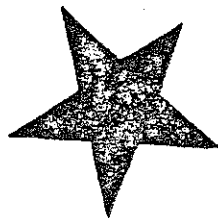
To

Ridge Drive Capital LLC

SECTION: 53  
BLOCK: 151  
LOT: 18  
COUNTY: Nassau  
STREET ADDRESS: 144 Arlyn Drive W.  
Merrick, NY 11758

RETURN BY MAIL TO:

Olivera, Michael



AL

Town of Oyster Bay  
Inter- Departmental Memo

JULY 22, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

SUBJECT: 144 ARLYN DRIVE, MASSAPEQUA  
BOARD-UP/ 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 \$1,254.29

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

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



BOARD - UP/CLEAN-UP 144 ARLYN DRIVE, MASSAPEQUA TO P & D



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

Location (53-151-18) 144 ARLYN DR W MASSAPEQUA 11758

Date Jul 17, 2020

Work Order # 71884

**Labor Costs**

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
STEVE DIAKOGIANNIS	General Maintenance	01:00	\$40.94	00:00	0	\$40.94
MARTIN LANG	General Maintenance	01:00	\$51.35	00:00	0	\$51.35
ANTHONY MODAFFERI	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
STEVEN KELLY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$122.29

**Tools/Vehicle**

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	01:00	\$79.00
TD640	TRUCK DUMP 2008 INTL 7400 YW (T-279) -10 Wheeler	\$93.00	01:00	\$93.00
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	01:00	\$105.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:00	\$105.00
Total Equipment				\$382.00

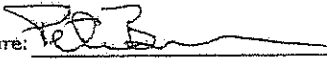
**Materials**

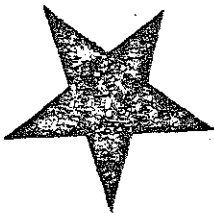
Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1254.29**

**Description of Work:**

CLEAN UP 144 ARLYN DRIVE WEST MS

Signature:   
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: JUL 22, 2020



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 3, 2020, authorized the Highway Department to clean up the premises located at 638 Central Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lots 2073 to 2077.

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 5, 2020, 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 12, 2020, in the total amount of \$2,858.97, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 5, 2020, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,858.97 may be assessed by the Legislature of the County of Nassau against the parcel known as 638 Central Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lots 2073 to 2077 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 5, 2020

SUBJECT: Property Cleanup Assessment  
638 Central Avenue, Massapequa, New York 11758  
Section 52, Block 194, Lots 2073 to 2077

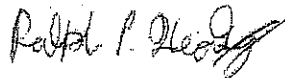
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The Department of Planning and Development, by memorandum dated June 3, 2020, directed the Highway Department to clean the premises located at 638 Central Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lots 2073 to 2077 on the Land and Tax Map of the County of Nassau. (See attached copy of Deed). The Highway Department has, by memorandum dated June 15 2020, advised that the property was cleaned by a crew from the Highway Department on June 12, 2020. The cost incurred by the Town of Oyster Bay was \$2,858.97.

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.

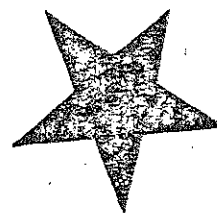
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

amlS:\Attorney\RESOS 2020\MD 638 Central Ave 10.5.2020.doc



2020-7714

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 3, 2020

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 638 Central Avenue, Massapequa, New York 11758  
SBL: 52-194-2073

Notice of Violation No. 02052 was issued to the owner of the above-referenced premises on 05/28/20 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that:

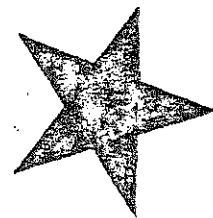
- Cut and trim grass and vegetation.
- Remove all litter and debris.

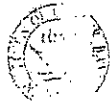
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER  
BY:

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME:tc  
cc: Frank Scalera, Chief Deputy Town Attorney





Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 540 Broadway  
Oyster Bay, New York 11771  
(516) 339-6200  
FAX (516) 339-6201  
www.oysterbay.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCAFFREY  
DEPUTY COMMISSIONER

June 3, 2020

Wilmington Savings Fund Society  
FSB, D/B/A Christiana Trust for PNPMS Trust  
638 Central Avenue  
Massapequa, New York 11758

RE: PREMISES: 638 Central Avenue, Massapequa, New York 11758  
SECTION 52 BLOCK 194 LOT 13

Dear Property Owner:


Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Section 1-52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. No. 02052 (copy of the notice has been served on 05/28/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from your delinquency.

Further, the premises will be inspected every 30 days thereafter. If the premises continues not to be maintained and the conditions are found to be in violation of the provisions of the code, the Highway Department will be directed to perform substantial maintenance with no further notice to you concerning the violations, nor additional time to rectify the violations.

Very truly yours,

ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito, Bureau Chief  
Code Compliance Division

ELM:ME:tc  
Enclosure



REFEREE'S DEED

This Deed, made this 7<sup>th</sup> Day of January 2020, between ANTHONY RATTOBALLI, ESQ., as Referee, having an address at 42 NASSAU BLVD, SUITE 200, GARDEN CITY SOUTH, NY 11530, in the foreclosure action hereinafter mentioned party of the first part and CAM RE VENTURES I REO, LLC, assignee by Assignment of Bid from, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST AS TRUSTEE FOR PNPMS TRUST II, party of the second part, having an address of 4600 S. SYRACUSE STREET, DENVER, CO 80237.


WITNESSETH, that the party of the first part, being the Referee appointed in an action between WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST AS TRUSTEE FOR PNPMS TRUST II, Plaintiff and [REDACTED] S EXECUTOR OF THE ESTATE OF [REDACTED] Defendant, et al.; foreclosing a mortgage recorded on August 10, 2007, in Liber 32203 of Mortgages, at Page 422, et seq., and pursuant to a judgment entered on September 10, 2019. And in consideration of the sum of \$100.00 paid by the party of the second part, being the highest sum bid at the sale under such judgment does hereby grant and convey unto the party of the second part, its successors and assigns, the premises described in Schedule "A" attached hereto and made a part hereof.

COUNTY OR TOWN: NASSAU COUNTY  
PROPERTY ADDRESS: 638 CENTRAL AVENUE  
MASSAPEQUA, NY 11758 (TOWN OF OYSTER BAY)  
SECTION: 52 BLOCK: 194 LOT: 2073-2077

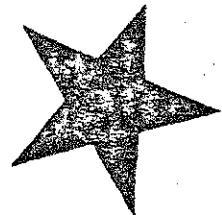
SUBJECT to all unpaid taxes, assessments and water rates which are now a lien on the premises.

TO HAVE AND TO HOLD the premises described in Schedule "A" and hereby conveyed unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has thereunto set his hand the day and year first written above.

  
\_\_\_\_\_  
ANTHONY RATTOBALLI, ESQ., As Referee

RECORD AND RETURN TO:  
FEIN, SUCH & CRANE LLP  
7 CENTURY DRIVE, SUITE 201  
PARSIPPANY, NJ 07054  
STBN014



RPH

Town of Oyster Bay  
Inter- Departmental Memo

June 15, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT


SUBJECT: 638 CENTRAL AVENUE, MASSAPEQUA  
CLEAN-UP / BOARD-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,858.97.

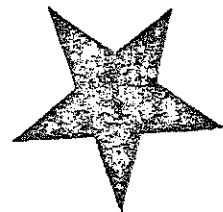
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN - UP / BOARD-UP 638 CENTRAL AVENUE, MASSAPEQUA TO P&D





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-194-2073) 638 CENTRAL AVE MASSAPEQUA 11758

Date Jun 12, 2020

Work Order # 70641

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	02:30	\$29.97	00:00	0	\$74.93
STEVE DIAKOIANNIS	General Maintenance	02:30	\$40.19	00:00	0	\$100.48
MARTIN LANG	General Maintenance	02:30	\$50.42	00:00	0	\$126.05
JOSE NUNEZ	General Maintenance	02:30	\$40.19	00:00	0	\$100.48
ANGELO T TARZIA	General Maintenance	02:30	\$20.51	00:00	0	\$51.28
Total Labor						\$453.22

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLOW (14 / 027)	\$79.00	02:30	\$197.50
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	02:30	\$262.50
TD728	POWER WAGON 2015 T-245	\$105.00	02:30	\$262.50
TD729	6 WHEELER 2015 LIC AMB735	\$131.00	02:30	\$327.50
TD748	2019 INT 7300 6 WHEELER YW	\$131.00	02:30	\$327.50
TR213	2019 INTEG ITI TRAILER YW	\$105.00	02:30	\$262.50
Total Equipment				\$1640.00

## Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tippling Fee (per ton)	\$87.51	0.18	\$15.75
Total Materials			\$765.75

Grand Total \$2858.97

## Description of Work:

CLEAN UP 638 CENTRAL AVENUE MS

Signature: Peter B

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 16, 2020



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 August 25, 2020, authorized the Highway Department to clean up the premises located at Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, Lot 49

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 5, 2020, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 27, 2020, in the total amount of \$1,361.88, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 5, 2020, 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 \$1,361.88 may be assessed by the Legislature of the County of Nassau against the parcel known as Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, Lot 49 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

*Ralph P. Healey*

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 5, 2020

SUBJECT: Property Cleanup Assessment  
Newbridge Road, Hicksville, New York 11801  
Section 45, Block 70, Lot 49

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The Department of Planning and Development, by memorandum dated August 25, 2020, directed the Highway Department to clean the premises located at Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, Lot 49 on the Land and Tax Map of the County of Nassau. (See attached copy of Assignment of Tax Liens). The Highway Department has, by memorandum dated August 31, 2020, advised that the property was cleaned by a crew from the Highway Department on August 27, 2020. The cost incurred by the Town of Oyster Bay was \$1,361.88.

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

Kindly place this matter on the Town Board Action Calendar.

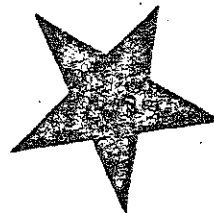
FRANK M. SCALERA  
TOWN ATTORNEY

*Ralph P. Healey*

Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

amlS:\Attorney\Reso 2020\MD Newbridge Rd 9.23.2020.doc



TOWN OF OYSTER BAY

Inter-Departmental Memo

August 25, 2020

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: Newbridge Road, Hicksville, New York 11801  
SBL: 45-70-49

Notice of Violation No. 03107 was issued to the owner of the above-referenced premises on 08/17/20 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that:

- \* Cut and trim grass and vegetation.

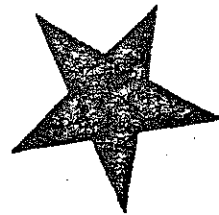
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER  
BY:

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU



cc: Frank Scalera, Chief Deputy Town Attorney





Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCARTNEY  
DEPUTY COMMISSIONER

August 25, 2020

First Union National Bank  
1700 Palm Beach Lakes Road  
Suite 1100  
West Palm Beach, Florida 33401

RE: PREMISES: Newbridge Road, Hicksville, New York 11801  
SECTION 45 BLOCK 70 LOT 49

Dear Property Owner:

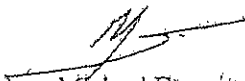
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Section 135-52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. No. 03107 (copy attached) has been served on 08/25/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs thereof.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito, Bureau Chief  
Code Compliance Division

  
ELM:ME:tc  
Enclosure



# ASSIGNMENT OF TAX LIENS

2

FOR VALUE RECEIVED, as County Treasurer of Nassau County, New York, I hereby sell, assign, and transfer to First Union National Bank, as custodian for National Tax Funding, L.P., a Delaware corporation having an office at 1700 Palm Beach Lakes Road, Suite 1100, West Palm Beach, Florida 33401, all my right, title and interest in and to the tax sale certificates listed on EXHIBIT A hereto issued by the County Treasurer of Nassau County, New York, upon the tax sales held on the respective dates identified in said EXHIBIT and covering the property described therein.

Dated: Mineola, New York  
February 14, 1997

*Santa C. Rozzi*

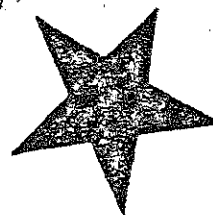
SANTA C. ROZZI  
COUNTY TREASURER  
NASSAU COUNTY

State of New York )  
County of Nassau ) ss.

On this 14 day of February, 1997 before me personally appeared SANTA C. ROZZI, to me known, who being by me duly sworn, did depose and say that she is the County Treasurer of the County of Nassau, New York, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by Authority of the County Legislature.

JOANNE T. BREGLIA  
County of Nassau  
Registration No. 01BR4757735  
Expiration Date 02/30/98 *Joanne T. Breglia*  
Notary Public

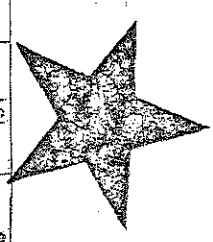
Record & Return to:  
CERTILMAN, Belin, Adler & Hyman  
90 MERRILL AVE.  
EAST MEADOW, NY 11554  
ATTN: LISA DAVIS, ESQ.





BULK SALE/ASSIGNMENT TO CAPITAL ASSET RESEARCH CORPORATION

SECTION	BLOCK	LOT	CERT. #	PROP. CD	YEAR	TOTAL MERG	SC MERG	GEN MERG	TOTAL INT	MEMO	TOTAL AMT
26	4	50	289	3114	1995	175.28	111.26	84.02	188.91	167.98	522.1
26	4	238-239	300	3114	1995	350.57	222.54	128.03	193.84	255.98	895.3
26	11	146-148	283	3114	1996	859.80	502.04	357.86	311.55	824.83	2,016.3
29	0	204-209	271	21001	1993	6,986.42	4,937.56	2,058.86	2,461.86	1,884.81	11,488.1
27	M	254	385	3114	1994	111.88	50.09	58.78	72.77	96.46	108.1
24	2	39	388	21001	1992	2,562.14	1,077.52	1,504.32	1,536.74	1,083.94	5,245.0
24	8	791	291	3114	1995	46.36	17.59	30.80	28.30	106.49	223.2
24	8	793	282	3114	1996	34.44	18.78	34.66	30.45	121.31	237.2
24	6	825	283	3114	1996	30.24	10.98	28.35	28.35	88.06	181.5
24	6	832	284	3114	1996	411.31	140.44	261.87	151.25	455.23	1,057.8
24	8	1019	288	3114	1996	175.41	53.73	111.68	71.43	208.59	516.4
24	8	1012	297	33014	1996	193.57	70.39	123.24	77.98	246.00	557.1
28	87	47-48	320	31211	1996	3,745.39	2,901.78	843.61	1,203.58	4,000.20	9,040.0
28	88	32-37	323	3114	1996	0.00	0.00	0.00	19.82	98.08	117.7
28	89	26-31	322	31211	1996	0.00	0.00	0.00	19.25	82.90	95.0
15	F	1407	360	21001	1995	15,382.37	6,756.41	8,625.96	5,835.86	9,378.56	35,695.3
25	40	9	393	3114	1993	385.40	193.35	192.05	189.81	162.36	897.8
25	57	29	428	3114	1992	3,991.42	3,006.83	974.59	1,489.84	216.90	5,877.8
13	114	2	342	3114	1998	3,818.40	1,973.88	1,845.52	1,672.79	1,963.15	5,735.5
13	C	181	432	41212	1991	0.00	0.00	0.00	209.31	523.28	732.9
14	I	96	438	3114	1992	871.91	484.31	387.60	282.22	239.08	1,703.8
14	E	889	437	21001	1992	44,830.25	26,466.56	18,363.67	16,531.19	8,290.28	73,951.7
15	56	9	461	21001	1992	19,743.89	10,204.83	9,539.06	8,955.44	4,573.43	31,462.7
11	429	12	473	3114	1992	604.85	303.68	301.18	289.84	188.52	1,240.2
11	453	37	474	21001	1992	40,833.10	20,115.89	20,817.21	23,374.42	6,819.18	72,025.7
17	9	133	468	31211	1996	0.00	0.00	0.00	34.13	213.29	247.4
18	D	2213	493	25001	1992	285,892.15	227,365.25	58,516.61	99,967.76	81,622.53	447,707.4
11	284	36	436	43114	1996	13,963.73	6,238.23	7,725.00	4,171.88	9,967.33	28,142.7
11	286	54	474	3114	1995	235.53	118.61	114.82	135.36	194.24	546.1
11	325	459	457	48414	1996	26,856.78	12,895.87	13,970.92	9,675.88	25,881.15	53,443.3
11	413	47	469	3114	1996	58.48	28.07	30.41	17.52	40.77	156.7
11	422	21	561	3114	1991	2,441.03	1,219.05	1,221.98	1,042.27	475.88	4,190.2
11	484	49	470	43314	1996	47,197.48	23,854.46	24,343.02	16,908.77	47,142.20	111,368.4
12	193	122-123	516	22001	1992	24,497.89	12,157.34	12,340.53	8,753.08	4,908.20	37,655.1
12	258	79	485	3114	1995	82.85	39.53	43.35	32.71	97.14	352.7
45	62	233	527	21001	1992	14,376.57	8,888.54	5,988.03	5,440.72	2,625.86	23,542.5
45	70	48	529	3114	1992	709.96	352.11	357.85	320.75	196.04	1,428.7
45	92	145	498	3114	1998	13.78	6.60	7.16	9.45	36.23	99.4
45	369	11	536	21001	1992	17,180.45	7,992.19	9,218.26	5,828.82	3,892.86	26,801.5
45	514	32	495	21001	1993	12,955.80	6,529.76	6,426.31	4,804.98	3,853.86	31,575.1
45	125	3156	450	21001	1993	10,585.85	8,529.78	7,058.07	4,082.17	1,887.27	18,085.2
46	191	6-6	522	34014	1995	7,336.83	3,723.24	3,813.38	3,542.91	4,254.18	15,312.7



Page 9993

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Town of Oyster Bay  
Inter- Departmental Memo

August 31, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT


SUBJECT: NEWBRIDGE ROAD, HICKSVILLE  
BOARD-UP/ 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 \$1,361.88

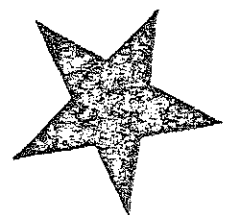
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

REC'D TOWN A  
20 SEP

JPB/kjb

Enc. T & M sheet



BOARD - UP/CLEAN-UP NEWBRIDGE ROAD, HICKSVILLE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (45-70-49) NEWBRIDGE RD HICKSVILLE 11801

Date Aug 27, 2020

Work Order # 73914


Labor Costs						
Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JAMES AJAMIAN	General Maintenance	01:00	\$47.21	00:00	0	\$47.21
VICTOR NIETO	General Maintenance	01:00	\$27.30	00:00	0	\$27.30
BRIAN TROTTA	General Maintenance	01:00	\$30.54	00:00	0	\$30.54
RAYMOND SWIERKOWSKI	General Maintenance	01:00	\$33.83	00:00	0	\$33.83
Total Labor						\$138.88

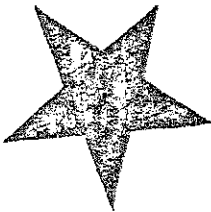
Tools/Vehicle					
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost	
PU444	PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	01:00	\$79.00	
PU458	2020 FORD F350 PICK UP YW	\$79.00	01:00	\$79.00	
TD593	TRUCK DUMP 2006 FORD F-350 YW (T-300) - Power Wagons	\$105.00	01:00	\$105.00	
TD702	TRUCK DUMP 2011 FORD F350 YELLO (T-165) - Power Wagons	\$105.00	01:00	\$105.00	
TR141	2003 CARMATE TRAILER 814CC YW	\$105.00	01:00	\$105.00	
Total Equipment				\$473.00	

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

Grand Total \$1361.88

Description of Work:  
CLEAN UP NEWBRIDGE ROAD HV

Signature:   
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: Aug 28, 2020



WHEREAS, by Resolution No. 806-2019, adopted on December 10, 2019, the Town Board authorized the Department of Public Works to enter into an agreement with N & P Engineering, Architecture and Land Surveying, PLLC, to provide technical services in connection with Contract No. PWC07-20, On-Call Engineering Services relative to Civil Engineering, for a two (2) year period, from January 1, 2020 through December 31, 2021; and

WHEREAS, Russell Z. Scott, P.E., Senior Partner, N & P Engineering, Architecture and Land Surveying, PLLC, by letter dated July 6, 2020, described the scope of work to be performed under Contract No. PWC07-20, which includes engineering services for highway improvements to the William Street area in Glen Head, in an amount not to exceed \$11,281.89; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated October 2, 2020, requested Town Board authorization for N & P Engineering, Architecture and Land Surveying, PLLC, to perform the aforesaid engineering services under Contract No. PWC07-20, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$11,281.89 for this purpose; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that funds in the amount of \$11,281.89 to satisfy said engineering costs are available in Account No. HWY H 5197 20000 000 1903 008, Project ID No. 1903 HWY DB-04; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General has reviewed the Contract documents and the proposed vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and N & P Engineering, Architecture and Land Surveying, PLLC, is hereby authorized to perform the aforementioned engineering services in connection with Contract No. PWC07-20, On-Call Engineering Services relative to Civil Engineering, 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. HWY H 5197 20000 000 1903 008, Project ID No. 1903 HWY DB-04.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Recused
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

October 2, 2020

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO CIVIL ENGINEERING  
CONTRACT NO. PWC07-20  
ACCOUNT NO.: HWY H 5197 20000 000 1903 008  
PROJECT ID NO. 1903 HWY DB-04

---

The consultant, N&P Engineers, Architecture and Land Surveying, PLLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC07-20 by Resolution No. 806-2019 for the subject project.

Attached is a letter dated July 6, 2020 from N&P Engineers, Architecture and Land Surveying, PLLC regarding the scope of work to be performed in an amount not to exceed \$11,281.89. Services to be performed include engineering services for Highway Improvements to the William Street Area in Glen Head.

Attached is an availability of funds in the amount of \$11,281.89 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1903 008.

It is hereby requested that the Town Board authorize, by Resolution, N&P Engineers, Architecture and Land Surveying, PLLC under Contract No. PWC07-20, On-Call Engineering Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.



RICHARD W. LENZ, P.E.

COMMISSIONER

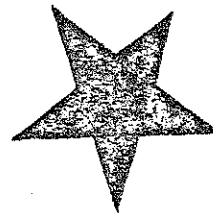
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JP/MR/HAS/ik

Attachment

cc: Steve C. Ballas, Comptroller  
John Bishop, Deputy Commissioner/HIGHWAY

PWC07-20 DOCKET NelsonPope \$11,281.89 for H17-165





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



Requesting Division/Department

HIGHWAY

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

Contract Number PWC07-20

Contract Period 1/1/2020 - 12/31/2021

Consultant/Contractor N&P ENGINEERING, ARCHITECTURE AND LAND SURVEYING, PLLC

Discipline CIVIL ENGINEERING

Total Authorization \$311,281.89

Resolution No. 806-2019 Date 12/10/2019

Funded To Date \$300,000.00

Amount Requested \$11,281.89

Account To Be Used HWY H5197 2000000 1903 008-1903 HWYDB-04

If Capital Account, State The Related Contract Number: H17-165

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 FOR HIGHWAY IMPROVEMENTS TO THE

WILLIAM STREET AREA, GLEN HEAD

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

Title DEPUTY COMMISSIONER OF HIGHWAYS

Date

9-23-20

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title Commissioner of Public Works

Date

10/5/20

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 11,281.89

Unencumbered Balance 12,056.19

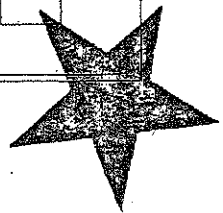
Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Yes ☒ No ☐

Signature

Date

9/24/20





# 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 1/1/2020

Contract No. PWC07-20

Contract End 12/31/2021

Commencement Date 1/1/2020

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

Vendor Name and Address

N&P ENGINEERING, ARCHITECTURE AND LAND SURVEYING, PLLC

70 MAXESS ROAD

MELVILLE, NEW YORK 11747

Requesting Town Department HIGHWAY

Contact HANS STRONSTAD Phone 516-677-5852

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

ENGINEERING SERVICES FOR HIGHWAY IMPROVEMENTS TO THE

WILLIAM STREET AREA, GLEN HEAD

**This work order shall not exceed \$ 11,281.89**

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

**Requesting Division/Department**

**Department Of Public Works Approval**

**Only To Be Executed By The Commissioner**

Signature \_\_\_\_\_

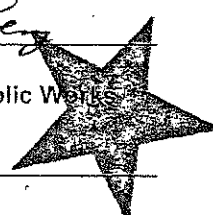
Signature \_\_\_\_\_

Title DEPUTY COMMISSIONER OF HIGHWAY

Commissioner of Public Works

Date 9/23/20

Date 10/5/20





NELSON + POPE

engineers • architects • surveyors

July 6, 2020

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

Attention: Hans Stronstad

Re: William Street Roadway and Stormwater Improvements  
Nelson & Pope No. 14102  
PW 07-18

Dear Mr. Stronstad:

We respectfully request the Town re-authorize funding for technical and engineering services to provide Construction Observation and Office Support for the above referenced project to our current On-Call Engineering Services – Civil Engineering PWC 07-20. Our consultant fees for the re-authorization are estimated at the following:

Original Authorization (PWC 07-18):	\$193,500.00
Billing through December 31, 2019:	\$181,311.96

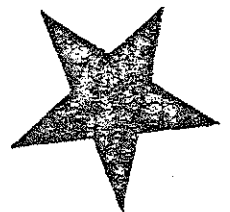
**Amount for Re-Authorization: \$11,281.89**

Thank you in advance for your cooperation. If you should have any questions, please do not hesitate to contact this office.

Very truly yours,  
Nelson + Pope

Russell Z. Scott, PE  
Senior Partner

N&P Engineering, Architecture and Land Surveying, PLLC  
70 Maxess Road, Melville, NY 11747 • 631.427.5665 • nelsonpope.com





WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2019, advised that a Request for Proposals for On-Call Engineering Services relative to Civil Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC07-20, for a two (2) year term commencing January 1, 2020 through December 31, 2021 was issued to nine (9) firms, and was placed on the Town of Oyster Bay website; and

WHEREAS, in response to that Request for Proposals, sixteen (16) responses were timely received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations, including the current workload performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy, the Department has selected AECOM USA, Inc., D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., and N&P Engineering, Architecture and Land Surveying, PLLC; and

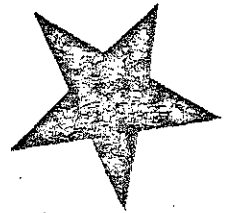
WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with AECOM USA, Inc., D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., and N&P Engineering, Architecture and Land Surveying, PLLC, to provide On-Call Engineering Services relative to Civil Engineering, in accordance with the specifications contained in Contract No. PWC07-20, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC14-20 with AECOM USA, Inc., D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., and N&P Engineering, Architecture and Land Surveying, PLLC, in accordance with the provisions thereunder for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

#

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

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



WHEREAS, Colleen Clagnaz, on behalf Raymond J. Lockhart PTA, 199 Pittsburgh Avenue, Massapequa, New York 11758, by letter, requested Municipal Parking Field M-3, Massapequa, closed, and for the use of six (6) complete barricades, for its Trunk-or-Treat Event on Friday, October 23, 2020, from 5:30 p.m. until 9:30 p.m.; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated October 1, 2020, advised that has no objection to Raymond J. Lockhart PTA utilizing Municipal Parking Field M-3, Massapequa, on Friday, October 23, 2020 from 5:30 p.m. until 9:30 p.m. for the Trunk-or-Treat Event, and the posting of "No Parking" signs in said lot, with six (6) complete barricades for the Event; 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 the Highway Department is hereby authorized to permit Raymond J. Lockhart PTA to utilize Municipal Parking Field M-3, Massapequa, on Friday, October 23, 2020 from 5:30 p.m. until 9:30 p.m. for the Trunk-or-Treat Event, and the posting of "No Parking" signs in said lot, with six (6) complete barricades for the Event; 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 representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforementioned activity;
3. The said organization shall file a Certificate of Insurance 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 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate per year and naming the Town of Oyster Bay as an additional insured, in connection with the aforescribed activity; and
5. New York State guidelines for social distancing must be observed, and the Town reserves the right to rescind this resolution at any time due to COVID-19 concerns.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memo

October 1, 2020

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** RAYMOND J. LOCKHART PTA  
TRUNK OR TREAT EVENT  
TO BE HELD OCTOBER 23<sup>RD</sup>, 2020

---

Enclosed please find a copy of the letter from Colleen Clagnaz, requesting our assistance on behalf of the Raymond J. Lockhart PTA in their Trunk or Treat Event on October 23<sup>rd</sup>, 2020.

The Highway Department has no objection to the Organization utilizing Municipal Parking Fields M-3 on Friday, October 23<sup>rd</sup>, 2020 from 5:30 pm until 9:30 pm for the event. Raymond J. Lockhart PTA would appreciate the posting of temporary "No Parking" signs in the lot as well. In addition, the Highway Department can readily supply six (6) complete barricades for this event.

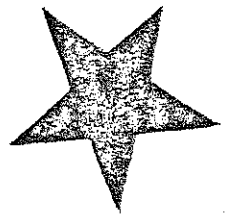
Raymond J. Lockhart PTA is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

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

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kaz

C: Richard Lenz, P.E., Commissioner DPW/HWY  
Peter Brown, General Foreman 002  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Dept. of Public Safety  
Grace SantaMaria, Highway Administration



Raymond J. Lockhart PTA  
199 Pittsburgh Avenue  
Massapequa, NY 11758  
Unit Code 10-133

Km Z  
HIGHWAY DEPARTMENT

ATTN : TOWN OF OYSTER BAY - KIM ZERVOS

It was very nice to speak to you regarding Lockhart Elementary trunk or treat in the train station parking lot.

We would like to request the train parking lot M3 on Friday October 23, 2020 5:30pm – 9:30pm for trunk or treat.

We also request 6 barricades we can monitor individuals coming and leaving.

We will have each grade come for 30 minutes to keep participation to rotation of 50 individuals.

We understand in the event that Covid cases rises the event can be cancelled.

Thank you,  
Colleen Clagnaz  
Lockhart PTA  
[REDACTED]

[Type here]

New York State  
**PTA**  
everychild.one voice.™



ASSOCIATION INSURANCE  
MANAGEMENT LTD

MEMBER CERTIFICATE OF INSURANCE

Thank you for purchasing your member's from AIM. This is your Member Certificate and should be kept with your member's records.

Member ID: 1171077470

**NAMED INSURED MEMBER**

10, 137 Raymond J. Lucchini PTA  
Attn: Jennifer Smith or Current Officer  
109 Putnam Ave  
Manhasset, NY 11756-4096

**Home Office of the Member's Insurer**

Insurance Company of North America  
One Penn Plaza  
New York, NY 10119-2298  
Phone: (212) 850-4000

**PRODUCER NAME**

AIM Association of  
Manhasset, NY  
Phone: (516) 464-4000  
Fax: (516) 464-4001

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
General Insurance Company / General Liability with Sexual Harassment & Incestual Prio	GL2020PTA01203	7/1/20 - 7/1/21	\$5,000	Each Occurrence	\$2,000,000
				General Aggregate	\$2,000,000
				Products - Completed Operations	Unlimited
				Is General Aggregate	
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$500,000
				Sexual / Abuse / Harassment	\$1,000,000
				Any One Person	\$5,000
General Insurance Company / Extended Medical Payments	GL2020PTA01203	7/1/20 - 7/1/21	\$5,000	Each Occurrence	\$5,000,000
RLI Insurance Company / Officers Liability	EPG0007256	7/1/20 - 7/1/21	\$10,000	Each Occurrence	\$5,000,000
				Aggregate	\$1,000,000
Southwest Marine & General Insurance Company / Fidelity Bond (Crime)	CR2020PTA00931	7/1/20 - 7/1/21	\$2,500	Each Occurrence	\$50,000
				Embezzlement	\$50,000
				Forgery or Alteration	\$50,000
				Deductible \$1,000 per person	
				Aggregate \$1,000 per person	

**Certificate Holder**

This member certificate, together with the member's policy, will provide the member with the coverage (terms) and conditions of the policy. The member's policy is available on the member's website at [www.aim-insurance.com](http://www.aim-insurance.com).

AUTHORIZED REPRESENTATIVE

*[Signature]*

Reviewed By  
Office of Town Attorney

*[Signature]*

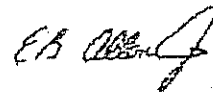


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CERTIFICATE CHANGES

Certificate Change Number:2

CERTIFICATE NUMBER GL2020PTA01203	CERTIFICATE CHANGES EFFECTIVE 9/23/2020	COMPANY Southwest Marine & General Insurance Company 412 Mt Kemble Avenue, Suite 300 Morristown, NJ 07960
NAMED INSURED 10-133 Raymond J. Lockhart PTA		AUTHORIZED REPRESENTATIVE Elgin B. Allen, Jr.
COVERAGE PARTS AFFECTED General Liability		
<p style="text-align: center;">CHANGES</p> <p>The attached Additional Insured Endorsement form CG 20 26 12 19, reflecting the below Additional Insured is attached to, and made part of the above certificate effective as of the date indicated above at 12:01 A.M., Standard Time.</p> <p>Town of Oyster Bay Department of Parks 977 Hicksville Road Massapequa, NY 11758</p>		



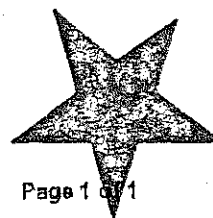
Authorized Representative Signature

Reviewed By  
Office of Town Attorney



IL 3119 0620

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Page 1 of 1

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):
2 Town of Oyster Bay Department of Parks 977 Hicksville Road Massapequa, NY 11758
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:

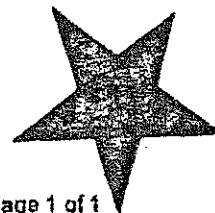
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Reviewed By  
Office of Town Attorney



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

This Agreement is made this 29 day of September 2025 by Colleen O'Leary #2 RJ Lockhart PTA  
(hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment  
located at and/or described as M3 Train Station parking lot

for the event described as Trunk or Treat  
The property/equipment is needed from Barricade to 10  
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

RJ. Lockhart PTA

Address of Organization

199 Pittsburgh Ave  
Muskegon MI 49758

By:

Colleen O'Leary  
Authorized Representative

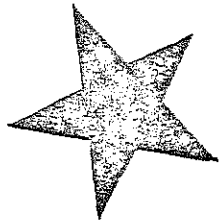
Title: Treasurer

Telephone Number: [REDACTED]

Signature of the undersigned shall be a condition for use of property and/or equipment.

Reviewed by  
Office of Town Manager

[Signature]





DATE: 10/01/20  
TO: HIGHWAY OPERATIONS  
SUBJECT: Raymond J. Lockhart PTA Trunk or Treat Event

PLEASE DELIVER TO: DATE OF EVENT: 10/23/20  
Lot M-3  
Massapequa

CONTACT: Colleen Clagnaz

SNOW FENCE:  
BARRICADES: 6

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

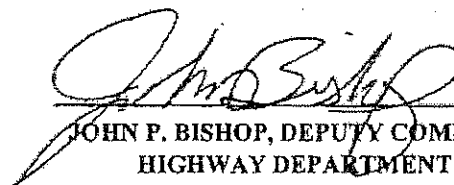
DELIVER ON: 10/22/20

PICKUP ON: 10/26/20

SWEEPING BEFORE AFFAIR IS NEEDED: XX  
YES NO

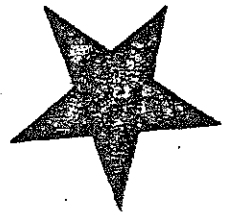
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

CC: Peter Brown, General Foreman 002  
Jack Grandine, General Foreman 007  
Don Chandler, Area Foreman 022  
Jeff VanNostrand

Public Safety Division  
Dan Kornfeld



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

WHEREAS, Charlie Henle, Admissions Director, of Trinity Lutheran Church and School, 40 West Nicholai Street, Hicksville, New York, by letter dated September 28, 2020, requested the full use of Municipal Parking Field H-15, Hicksville, for its Confirmation and Early Childhood Center Anniversary Celebrations Event on Sunday, October 4, 2020, and Sunday, October 18, 2020, from 8:00 a.m. until 1:00 p.m.; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated October 1, 2020, advised that he has no objection to Trinity Lutheran Church and School utilizing Municipal Parking Field H-15 on Sunday, October 4, 2020 and Sunday, October 18, 2020, from 8:00 a.m. until 1:00 p.m. for the Church's Confirmation and Early Childhood Center Anniversary Celebrations Event, and the posting of "No Parking" signs in said lot; 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 the Highway Department is hereby authorized to permit Trinity Lutheran Church and School to utilize Municipal Parking Field H-15, Hicksville, on Sunday, October 4, 2020, and Sunday, October 18, 2020, from 8:00 a.m. until 1:00 p.m. for the Church's Confirmation and Early Childhood Center Anniversary Celebrations Event and to post "No Parking" signs in this lot, 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 representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforementioned activity;
3. The said organization shall file a Certificate of Insurance 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 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate per year and naming the Town of Oyster Bay as an additional insured, in connection with the aforescribed activity; and
4. New York State guidelines for social distancing must be observed, and the Town reserves the right to rescind this resolution at any time due to COVID-19 concerns.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memo

October 1, 2020

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

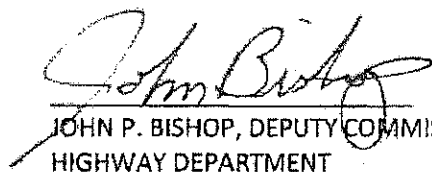
SUBJECT: TRINITY LUTHERAN CHURCH AND SCHOOL  
CONFIRMATION AND EARLY CHILDHOOD CENTER ANNIVERSARY CELEBRATIONS  
TO BE HELD OCTOBER 4<sup>TH</sup> AND OCTOBER 18<sup>TH</sup> 2020  
(NUNC PRO TUNC)

Enclosed please find a copy of the letter from Charlie Henle, Admissions Director, requesting our assistance on behalf of the Trinity Lutheran Church and School in their upcoming Confirmation and Early Childhood Center Anniversary programs on Sunday October 4<sup>th</sup>, 2020 and Sunday October 18<sup>th</sup>, 2020.

The Highway Department has no objection to the Organization utilizing Municipal Parking Fields H-15 on Sunday, October 4<sup>th</sup>, 2020 and Sunday October 18<sup>th</sup>, 2020 from 8:00 A.M. until 1:00 P.M. for both programs listed above. Trinity Lutheran Church and School would appreciate the posting of temporary "No Parking" signs in the lot as well.

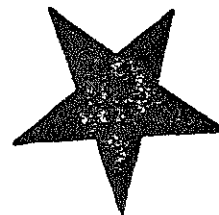
Trinity Lutheran Church and School are aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

Also attached are a Certificates of Insurance, Endorsement Sheets and Hold Harmless Agreements to cover the events. Therefore, Town Board approval is requested.

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kaz

C: Richard Lenz, P.E., Commissioner DPW/HWY  
Peter Brown, General Foreman 002  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Dept. of Public Safety  
Grace SantaMaria, Highway Administration





EST. 1850  
CHURCH  
516.931.2225  
TrinityHicksville.org

# TRINITY LUTHERAN CHURCH AND SCHOOL

40 West Nicholas Street, Hicksville, NY 11801

Reverend John Hopkins - Senior Pastor  
Mary-Elaine Leake - Principal | Carolyn Gallegos - ECC Director



EST. 1954  
SCHOOL  
516.931.2211  
TrinityLI.org

Kim Z

September 28, 2020

Mr. John P. Bishop  
Deputy Commissioner  
Highway Department, Town of Oyster Bay  
150 Miller Place  
Syosset, N.Y. 11791

Dear Mr. Bishop:

Thank you for all of the help you and your department have given to Trinity Lutheran Church and School. Your cooperation has been very helpful in enabling us to properly serve our families. I'm writing this letter to ask for a parking waiver in order to support our families during our upcoming Confirmation and Early Childhood Center Anniversary programs. We are asking for a waiver for the full use of the H-15 parking lot on the dates and times listed below

Sunday, October 4<sup>th</sup> 8:00 AM - 1:00 PM  
Sunday, October 18<sup>th</sup> - 8:00 AM - 1:00 PM

We realize this is late notice for this type of request. We need these accommodations due to the indoor restrictions that are currently in place during the pandemic. We want to be able to remain safe, healthy and compliant.

Thank you in advance for any help you can lend.

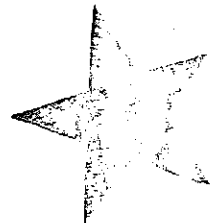
Sincerely,

Charlie Henle  
Admissions Director

[Redacted signature]



Christian Values and Academic Excellence for over 67 years





B2HICKSLE1

JBREGLIA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/29/2020

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. 988 Main Street Fishkill, NY 12524	CONTACT NAME PHONE (A/C, H, Ext): (845) 896-6727 FAX (A/C, H, Ext): (845) 896-6877 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: <u>GuidaOne Mutual</u> NAIC # <u>15032</u> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED  Trinity Evangelical Lutheran Church of Hicksville 40 West Nicholas Street Hicksville, NY 11801-3808	

## 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	ADSK. SUBR. RISK	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  UMBRELLA LIAB. <input type="checkbox"/> OCCUR EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$  WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	X	1437429	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED. EXP. (Per occurrence) \$ 15,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOD AGG \$ 3,000,000  COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per occurrence) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$  EACH OCCURRENCE \$ AGGREGATE \$  PER STATUTE <input type="checkbox"/> OTH. PR. <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is listed as an Additional Insured for General Liability in regards to named insured's use of premises for Confirmation Service on 10/4/2020.

## CERTIFICATE HOLDER

## CANCELLATION

<div>Reviewed By Town of Oyster Bay High Office of Town Attorney 15 Miller Place Syosset, NY 11791</div>	<div>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</div> <div>AUTHORIZED REPRESENTATIVE </div>
--	---

ACORD 25 (2016/03)

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

This Agreement is made this 24<sup>th</sup> day of September 2020, by Trinity Lutheran Church and School (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 121 E. Main St. Frontville, NY

for the event described as Confirmation Service - Sunday October 4, 2020  
The property/equipment is needed from 8:00 AM to 1:00 PM.  
The event for which the property and/or equipment is requested ( ) is ( ☒ ) is not a profit making event.

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

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

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

Name of Organization

Trinity Lutheran Church and School

Address of Organization

40 West Nicholas St  
Frontville, NY 12034

By

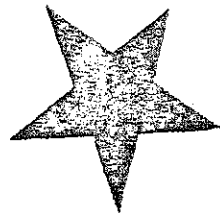
Edward Pate  
Authorized Representative

Title: Minister of the Gospel and M. Pate

Telephone Number: [REDACTED]

Reviewed By  
Office of Town Attorney

[Signature]



NAMED INSURED : Trinity Evangelical Lutheran Church

POLICY NUMBER: 1437429

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

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

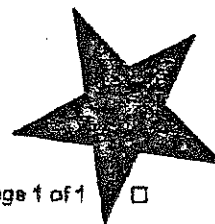
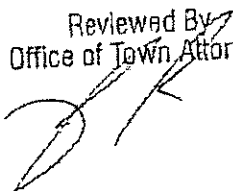
**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Town of Oyster Bay Highway 15 Miller Place Syosset, NY 11791
10/4/2020 - Confirmation Service - Use of Lot H-15 (Town of Oyster Bay parking lot) - Drive In with about 100 attendees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Reviewed By  
Office of Town Attorney





62HICKSLE1

JBREGLIA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/29/2020

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 Emory & Webb, Inc. 989 Main Street Fishkill, NY 12524	CONTACT NAME: PHONE: (A.C. No. Exp: (845) 896-6727 FAX (A.C. No: (845) 896-6877 E-MAIL: ADDRESS:	
INSURED  Trinity Evangelical Lutheran Church of Hicksville 40 West Nicholas Street Hicksville, NY 11801-3808	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: GuideOne Mutual	15032
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## 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.

INSUR. LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	1437429	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HOVED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NY)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is listed as an Additional Insured for General Liability in regards to named insured's use of premises for ECC Celebration Church Service on 10/18/2020.

## CERTIFICATE HOLDER

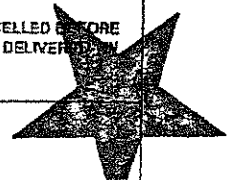
## CANCELLATION

Reviewed By  
Office of Town Attorney

Town of Oyster Bay Highway  
15 Miller Place  
Syosset, NY 11791

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

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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NAMED INSURED : Trinity Evangelical Lutheran Church

POLICY NUMBER: 1437429

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

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

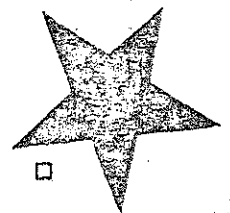
**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Town of Oyster Bay Highway 15 Miller Place Syosset, NY 11791  10/18/2020 - ECC Celebration Church Service - Use of Lot H-15 (Town of Oyster Bay parking lot) - Drive In with about 100 attendees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Reviewed By  
Office of Town Attorney



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

This Agreement is made this 3<sup>rd</sup> day of September 2022 by Trinity Lutheran School  
(hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment  
located at and/or described as Highway 115 at Sandpoint Road West  
Beaumont

for the event described as Football Game 11-12-22  
The property/equipment is needed from 5:00 PM to 7:00 PM  
The event for which the property and/or equipment is requested ☐ is ☒ is not a profit making event.

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

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

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

Name of Organization

Trinity Lutheran School

Address of Organization

11 West Linden St  
Beaumont, MO 64604

By: [Signature]  
Authorized Representative

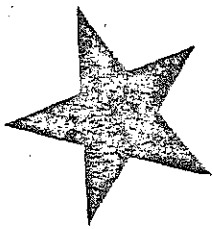
Title: Principal

Telephone Number: [Redacted]

s:\townry\111\holdharmlessforusertownpropertycup.docx

Reviewed By  
Office of Town Attorney

[Signature]



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

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

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated September 30, 2020, have advised that claimant, Samuel Herzog, alleges that on September 2, 2018, claimant, Samuel Herzog sustained personal injuries as he exited the swimming pool at Syosset-Woodbury Community Park; and

WHEREAS, after extensive negotiations, the matter has settled for a total of \$21,000.00, in full resolution of all claims of Claimant.

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the Town Board finds that it is just, reasonable, and in the best interests of the Town to settle this matter for the sum of \$21,000.00, which sum is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to Claimant, Samuel Herzog, with regard to Claim No. 2018-6819, and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program; and be it further

RESOLVED, that payment of the settlement is to be made in the sum of \$21,000.00 to Samuel Herzog and Robert S. Fader, as attorney; and it is further

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

#

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

TO : MEMORANDUM DOCKET  
FROM : Office of the Town Attorney  
DATE : October 5, 2020  
SUBJECT: SETTLEMENT OF NEGLIGENCE CLAIM  
Claimant: Herzog v. Town of Oyster Bay  
Claim No.: 2018-6819

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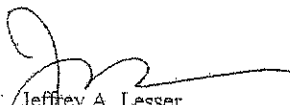
A resolution of the Town Board is required in order for the Town to settle claims, where the amount of the proposed settlement exceeds Ten Thousand (\$10,000.00) Dollars.

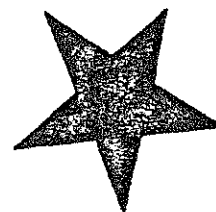
The above referenced claim arose as a result of an incident that occurred on September 2, 2018, claimant, Samuel Herzog sustained personal injuries as he exited the swimming pool at Syosset-Woodbury Community Park. The ladder which he was holding cracked as plaintiff reached the top step, causing him to fall and injure both shins and ankles. Plaintiff was treated at the scene and transported to Syosset Hospital by EMS. Subsequently, plaintiff's right leg wound did not properly heal, resulting in a diagnosis of extensive E-coli and Stenotrophomonas bacteria, requiring an extensive course of antibiotic treatment and open wound protocols.

After extensive settlement negotiations, this matter was settled for a total of \$21,000.00. It is this Office's opinion that such settlement is just, reasonable, and in the best interests of the Town given the uncertainties associated with litigation.

Accordingly, we have attached a resolution authorizing payment of \$21,000.00, together with copies a Stipulation of Discontinuance with prejudice, a hold harmless agreement and a General Release executed by Claimant. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Jeffrey A. Lesser  
Deputy Town Attorney



2018-6819

JL

LAW OFFICES OF  
ROBERT S. FADER, P.C.  
THE LANDMARK BUILDING  
89 TULIP AVENUE  
SUITE 401  
FLORAL PARK, NEW YORK 11001  
—  
(516) 437-9500  
FAX (516) 437-9534  
www.RobertFaderPC.com

July 20, 2020

Via Fax (516) 624-6196,  
Email and Certified Mail, Return Receipt

Jeffrey Lesser, Esq.  
Deputy Town Attorney  
Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay New York 11771

REC'D TOWN ATTORNEY  
20 JUL 22 4:51:25

Herzog v. TOB, Index No. 607394/19

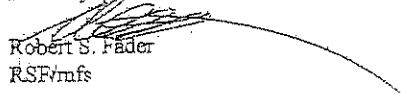
Dear Mr. Lesser:

I am forwarding herewith the following documents in connection with the settlement of this matter:

- Duly Executed General Release with Hold Harmless;
- Stipulation of Discontinuance;
- W-9.

Kindly forward a check in the amount of \$21,000.00 payable to SAMUEL HERZOG and Robert S. Fader, as attorney, at your earliest convenience and in accordance with the applicable provisions of the CPLR. Plaintiff has notified Medicare of this settlement and agrees to hold the settlement funds in escrow pending receipt of a Final Demand Letter from Medicare and payment of any lien asserted by Medicare.

Thank you for your cooperation in this matter and please do not hesitate to contact me if you have any questions.

  
Robert S. Fader  
RSF/mfs



GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT  
SAMUEL HERZOG

1 Fulton Place  
Jericho, New York 11768

as RELEASOR,

in consideration of the sum of TWENTY ONE THOUSAND DOLLARS 007100

(\$21,000.00)

received from The Town of Oyster Bay, receipt whereof is hereby acknowledged, releases and discharges THE TOWN OF OYSTER BAY, the RELEASEE, RELEASEE'S heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, and more particularly for any cause of action arising out of injuries sustained by SAMUEL HERZOG on or about September 2, 2018.

Plaintiff agrees to hold harmless and indemnify The Town of Oyster Bay from any liens, known or unknown, and statutory rights of reimbursement against the settlement proceeds herein including but not limited to any Medicare liens.

The words "RELEASOR" and "RELEASEE" include all releasors and all releasees under this RELEASE.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has hereunto set RELEASOR'S hand and seal on the 12<sup>th</sup> day of July 2020.

In presence of

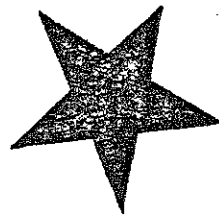
Samuel P. Herzog L.S.  
SAMUEL HERZOG

STATE OF NEW YORK COUNTY OF NASSAU ss:

On July 6 2020, before me personally came SAMUEL HERZOG to me known, and known to me to be the individual(s) described in, and who executed the foregoing RELEASE, and duly acknowledged to me that (s)he/they executed the same.

[Signature]  
NOTARY PUBLIC

ROBERT S. FADER  
Notary Public, State of New York  
No. 31-4731889  
Qualified in New York County  
Commission Expires April 22, 2022



Request for Taxpayer  
Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ROBERT S. FADER, P.C.</b>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S Corporation, P=Partnership) >  <input type="checkbox"/> Other (see instructions) >  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 8).  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Check to certify that you are not the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>99 TULIP AVENUE, SUITE 401</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>FLORAL PARK, NEW YORK 11001</b>	
	7 List account number(s) here (optional)	

<b>Part III Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		Social security number  or Employer identification number  <b>[REDACTED]</b>
---	--	---

<b>Part IV Certification</b> Under penalties of perjury, I certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.	
Sign Here	Signature of U.S. person <b>[Signature]</b> Date <b>July 20, 2020</b>

General Instructions

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

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

Purpose of Form

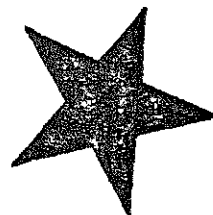
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

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

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

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



SAMUEL HERZOG,

Plaintiff,

-against-

STIPULATION OF  
DISCONTINUANCE

THE TOWN OF OYSTER BAY,

Defendant.

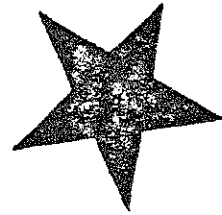
IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys of record for plaintiffs and defendants in the above entitled action, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no party has an interest in the subject matter of the action, all claims of plaintiff, against defendants and any and all cross claims and counterclaims arising out of this matter are hereby discontinued with prejudice, without costs to either party as against the other.

This stipulation may be filed without further notice with the Clerk of the Court.

Dated: Floral Park, New York  
July 20, 2020

ROBERT S. FADER, ESQ.  
Law Offices of Robert S. Fader, P.C.  
Attorney for Plaintiffs Samuel Herzog  
99 Tulip Avenue, Suite 401  
Floral Park, New York 11001

By:  
JOSEPH NOCELLA  
Attorney for Defendants Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, New York 11771





September 9, 2020

829 1 MB 0.439  
\*\*\*MIXED AADC 720 R:829 T:4 P:4 PC:1 F:1174001

ROBERT S. FADER, P.C.  
99 TULIP AVE STE 401  
FLORAL PARK, NY 11001-1974

**\*COPY\***

For Information Only

September 9, 2020

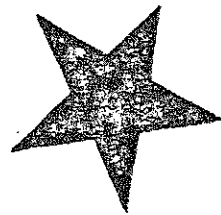
829 1 MB 0.439  
\*\*\*MIXED AADC 720 R:829 T:4 P:4 PC:1 F:1174001  
SAMUEL A HERZOG  
1 FULTON PL  
JERICHO, NY 11753-1519

Medicare ID: 3DM2R06GR81  
Beneficiary Name: HERZOG, SAMUEL A  
Date of Incident: September 02, 2018  
Case Identification Number: 20190 99090 01156  
Insurer Policy Number: 20186819

Subject: Acknowledgment of Full Payment

Dear SAMUEL A HERZOG,

The Benefits Coordination & Recovery Center (BCRC) received payment(s) on the above-referenced case. This amount has been applied to the outstanding debt due to Medicare. The principal amount of the debt and interest (if applicable) has been reduced to zero and our file is being closed.





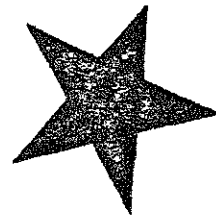
If a refund is due it will be processed and forwarded to the appropriate party under separate cover. If the original check submitted to Medicare had multiple payees it will be the attorney and/or beneficiary's responsibility to disburse the funds to all other payees.

If you have any questions concerning this matter, please contact the BCRC by phone at 1-855-798-2627 (TTY/TDD: 1-855-797-2627 for hearing/speech impaired), in writing at the address below, or by fax to 405-869-3309. When sending correspondence, please include the Beneficiary Name, Medicare ID, and Case Identification Number (shown above).

Sincerely,

BCRC

CC: TOWN OF OYSTER BAY  
CC: ROBERT S. FADER, P.C.



WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed amendment to the Code of the Town of Oyster Bay, Chapter 184, Public Nuisance, by adopting a new Local Law, entitled, "A LOCAL LAW TO AMEND CHAPTER 184, PUBLIC NUISANCE, OF THE CODE OF THE TOWN OF OYSTER Bay"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on October 6, 2020, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated October 15, 2020, recommended a Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 26, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 26; and be it further

RESOLVED, That said Local Law 7 -2020, entitled "A LOCAL LAW TO AMEND CHAPTER 184, PUBLIC NUISANCE, OF THE CODE OF THE TOWN OF OYSTER BAY", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State:

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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

WHEREAS, by Resolution No. 432-2020, adopted on August 18, 2020, the Town Board authorized and ratified the retention of Rosenberg, Calica & Birney, LLP, to provide legal services with respect to litigation involving attempts to establish a long term homeless shelter at 120 Jericho Turnpike, Jericho, New York; and

WHEREAS, Frank M. Scalera, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated October 14, 2020, requested that Resolution No. 432-2020 be amended to provide an additional amount not to exceed \$60,000.00, in order to provide funding for outstanding invoices and to satisfy anticipated legal fees, expenses, and disbursements incurred during the course of the firm's representation of the Town in this matter,

NOW, THEREFORE, BE IT RESOLVED, Resolution No 432-2020 is hereby amended to provide additional funds to Rosenberg, Calica & Birney, LLP, in an amount not to exceed \$60,000.00 to provide funding for outstanding invoices and to satisfy anticipated legal fees, expenses, and disbursements incurred during the course of the firm's representation of the Town in this matter; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. OTA A 1420 44110 000 0000; and be it further

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

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

16

## Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket  
FROM: Office of the Town Attorney  
DATE: October 14, 2020  
SUBJECT: Payment for Outside Counsel  
Town of Oyster Bay v. 120 Westend, LLC  
Account Number: OTA A 1420 44110 000 0000

---


On August 18, 2020, the Town Board adopted Resolution No. 432-2020, which authorized and ratified the retention of Rosenberg, Calica & Birney, LLP (the "Firm"), 100 Garden City Plaza, Garden City, New York 11530, to provide legal services with respect to litigation involving unlawful attempts to establish and construct a long term homeless shelter at 120 Jericho Turnpike, Jericho, New York.

Since their retention, the Firm secured a temporary restraining order to preserve the status quo, defended that temporary restraining order in the Appellate Division, Second Department, responded to Defendant's extensive and novel legal arguments, and secured a preliminary injunction, which injunction prohibits the establishment of the long term homeless shelter. Parenthetically, Defendant has taken an appeal from the Court's order that imposed the preliminary injunction.

In order to satisfy outstanding invoices and to provide funding for anticipated future costs, additional funds in the amount of \$60,000.00 are necessary to pay for legal fees, expenses, and disbursements in this matter. Funds are available in, and shall be drawn from, Account No. OTA A 1420 44110 000 0000.

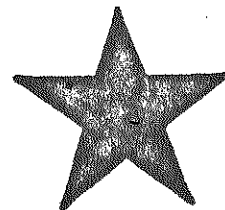
Submitted herewith is a proposed resolution requesting that Resolution No. 432-2020 be amended in order to effectuate payment of the additional funds. Kindly suspend the rules and place this matter on the October 20, 2020 Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

By:   
Matthew M. Rozea  
Deputy Town Attorney

MMR:mmr  
Attachment

S:\Attorney\RESOS 2020\MD & RESO\Inc. Auth. Rosenberg Calica MMR.docx



Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, Matthew M. Rozea, Deputy Town Attorney, by memorandum dated August 7, 2020, advised that unbeknownst to the Town, within the last several weeks the owner/operator of the former Hampton Inn located at 120 Jericho Turnpike, Jericho began modifying the premises in order to operate a shelter for homeless individuals and/or families, without applying for or securing necessary permits, certificates, and other permissions relative to the changed use of the facility; and

WHEREAS, the owner/operator, 120 Westend, LLC, has ignored duly issued notices of violation, stop work orders, and summonses; and

WHEREAS, the Town saw the immediate need for judicial intervention in order to enforce the stop work orders, among other things, the Office of the Town Attorney solicited three (3) firms having experience in zoning and land use litigation to represent the Town as special litigation counsel; and

WHEREAS, the Office of the Town Attorney selected Rosenberg, Calica & Birney, LLP, 100 Garden City Plaza, Suite 408, Garden City, NY 11530 (the "Firm") to represent the Town in connection with its litigation against 120 Westend, LLC; and

WHEREAS, the Office of the Town Attorney, by the aforementioned memorandum, recommended and requested that the Town Board ratify the execution of the retainer agreement with the Firm, that the expenditure of an amount not to exceed \$35,000 be authorized to satisfy legal fees and disbursements, and that Office of the Town Attorney, through the Firm, be authorized to commence litigation against 120 Westend, LLC and any other person or entity responsible for violations of the Town Code at the subject property, with funds to be drawn from Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations hereinabove set forth is accepted and approved, and the Town Board hereby ratifies the execution of the retainer agreement with the Firm, authorizes the expenditure of an amount not to exceed \$35,000 be authorized to satisfy legal fees and disbursements, and ratifies the Office of the Town Attorney's commencement of litigation against 120 Westend, LLC, and further authorizes litigation against any other person or entity responsible for violations of the Town Code at the subject property; and be it further

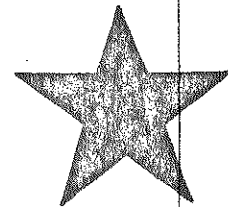
RESOLVED, that the funds for said payment shall be drawn from Account No. OTA A 1420 44110 000 0000; and be it further

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

- # -

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent



WHEREAS, Auxiliary Police perform many police functions, such as crowd control, crossing guards, traffic control, and many other activities, all of which allow the regular police to pursue other important aspects of maintaining order within the Town of Oyster Bay; and

WHEREAS, said activities of the Auxiliary Police preserve the public peace and good order and promote the safety and general welfare within the Town; and

WHEREAS, the Town Board deems the activities of the Auxiliary Police to be in the public interest of the residents of the Town; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated October 14, 2020, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor, or his designee, is hereby authorized and directed to enter into agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview, for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payments for same, upon submission of duly certified claims therefor, after audit, with said funds to be drawn from Account No. TWN A 1989 47900 000 0000.

#

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

17

# Town of Oyster Bay Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : October 14, 2020  
**SUBJECT**: Auxiliary Police

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Auxiliary Police perform many police functions, such as crowd control, crossing guards, traffic control, and many other activities, all of which allow the regular police to pursue other important aspects of maintaining order within the Town of Oyster Bay.

The Town deems the activities of the Auxiliary Police to be in the public interest of the inhabitants of the Town. It would be beneficial, therefore, for the Town to enter into agreements with the Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview Auxiliary Units, for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit. The funds will be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town.

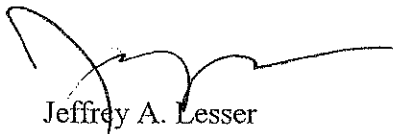
The funds for said payment are to be drawn from Account No. TWN A 1989 47900 000 0000.

Kindly suspend the rules and place this matter on the October 20, 2020 Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



JAL:nb  
Attachment

  
Jeffrey A. Lesser  
Deputy Town Attorney



AGREEMENT

DATED: , 2020

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

BAYVILLE AUXILIARY POLICE UNIT 304, with offices at 47 Elderberry Road, Syosset, New York 11791, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

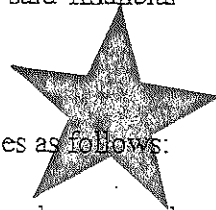
WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

---

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

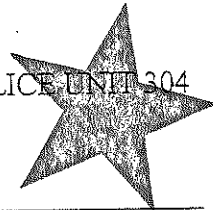
2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

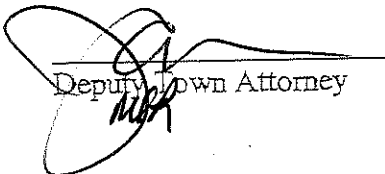
BY: \_\_\_\_\_

BAYVILLE AUXILIARY POLICE UNIT 304



\_\_\_\_\_  
Commanding Officer

Reviewed:

  
Deputy Town Attorney

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

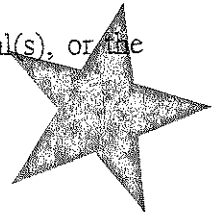
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
and which executed the 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 Town  
Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me  
personally appeared \_\_\_\_\_, personally known to me or proved to me on  
the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



AGREEMENT

DATED: , 2020

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

OYSTER BAY AUXILIARY POLICE UNIT 306, with offices at 47 Elderberry Road, Syosset, New York 11791, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police functions, such as crowd

control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

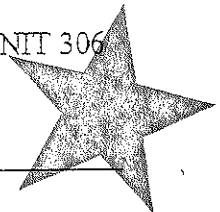
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

BY: \_\_\_\_\_

OYSTER BAY AUXILIARY POLICE UNIT 306

\_\_\_\_\_  
Commanding Officer



Reviewed:

\_\_\_\_\_  
Deputy Town Attorney

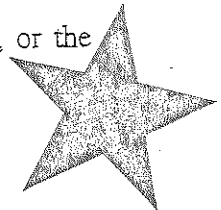
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein 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 Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



\_\_\_\_\_  
Notary Public

## AGREEMENT

DATED: , 2020

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

SYOSSET AUXILIARY POLICE UNIT 309, with offices at 47 Elderberry Road, Syosset, New York 11791, and hereinafter referred to as the "AUXILIARY".

### WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

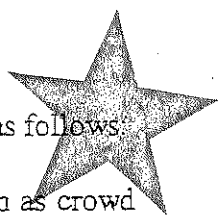
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

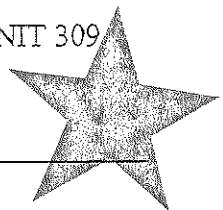
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

BY: \_\_\_\_\_

SYOSSET AUXILIARY POLICE UNIT 309

\_\_\_\_\_  
Commanding Officer



Reviewed:

  
\_\_\_\_\_  
Deputy Town Attorney



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

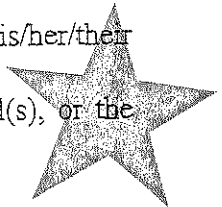
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
and which executed the 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 Town  
Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me  
personally appeared \_\_\_\_\_, personally known to me or proved to me on  
the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## AGREEMENT

DATED: , 2020

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

JERICHO AUXILIARY POLICE UNIT 311, with offices at 47 Elderberry Road, Syosset, New York 11791, and hereinafter referred to as the "AUXILIARY".

### WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

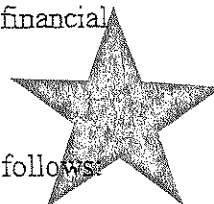
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

BY: \_\_\_\_\_

JERICO AUXILIARY POLICE UNIT 311

\_\_\_\_\_  
Commanding Officer

Reviewed:

  
\_\_\_\_\_  
Deputy Town Attorney

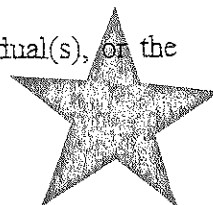
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
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 Town  
Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me  
personally appeared \_\_\_\_\_, personally known to me or proved to me on  
the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), on the  
person upon behalf of which the individual(s) acted, executed the instrument.



\_\_\_\_\_  
Notary Public

## AGREEMENT

DATED: , 2020

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

HICKSVILLE AUXILIARY POLICE UNIT 312, with offices at 47 Elderberry Road, Syosset, New York 11791, and hereinafter referred to as the "AUXILIARY".

### WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

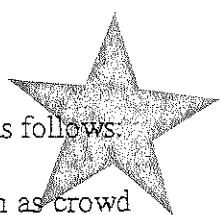
WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

---

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

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2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

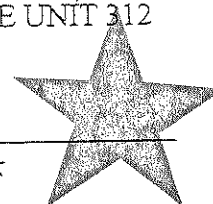
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

BY: \_\_\_\_\_

HICKSVILLE AUXILIARY POLICE UNIT 312

\_\_\_\_\_  
Commanding Officer



Reviewed:

  
Deputy Town Attorney

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

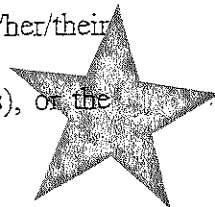
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
and which executed the 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 Town  
Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me  
personally appeared \_\_\_\_\_, personally known to me or proved to me on  
the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## AGREEMENT

DATED: , 2020

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

FARMINGDALE AUXILIARY POLICE UNIT 314, with offices at 47 Elderberry Road, Syosset, New York 11791, and hereinafter referred to as the "AUXILIARY".

### WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

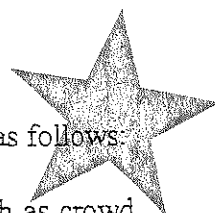
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

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2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

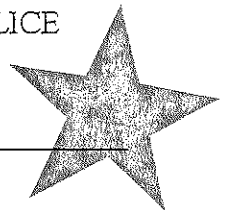
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

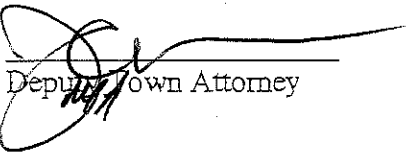
BY: \_\_\_\_\_

FARMINGDALE AUXILIARY POLICE  
UNIT 314

\_\_\_\_\_  
Commanding Officer



Reviewed:

  
Deputy Town Attorney

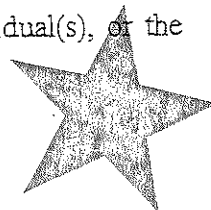
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
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 Town  
Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me  
personally appeared \_\_\_\_\_, personally known to me or proved to me on  
the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.



\_\_\_\_\_  
Notary Public

## AGREEMENT

DATED: , 2020

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

MASSAPEQUA PARK AUXILIARY POLICE UNIT 315, with offices at 47 Elderberry Road, Syosset, New York 11791, and hereinafter referred to as the "AUXILIARY".

### WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

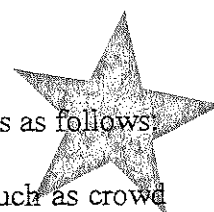
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

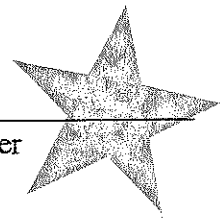
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

BY: \_\_\_\_\_

MASSAPEQUA PARK AUXILIARY POLICE  
UNIT 315

\_\_\_\_\_  
Commanding Officer



Reviewed:

  
Deputy Town Attorney

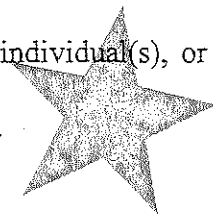
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein 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 Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



\_\_\_\_\_  
Notary Public

## AGREEMENT

DATED: , 2020

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

MASSAPEQUA AUXILIARY POLICE UNIT 316, located at 47 Elderberry Road, Syosset, New York 11791, and hereinafter referred to as the "AUXILIARY".

## WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

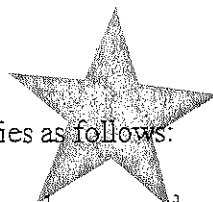
WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

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WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

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4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

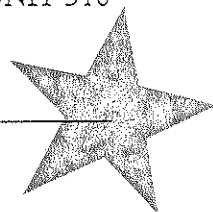
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

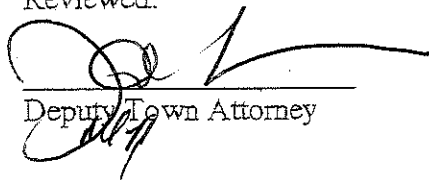
BY: \_\_\_\_\_

MASSAPEQUA AUXILIARY POLICE UNIT 316

\_\_\_\_\_  
Commanding Officer



Reviewed:

  
Deputy Town Attorney

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

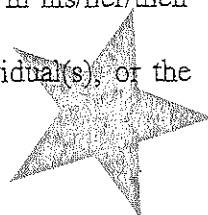
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
and which executed the 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 Town  
Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me  
personally appeared \_\_\_\_\_, personally known to me or proved to me on  
the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public





## AGREEMENT

DATED: , 2020

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

PLAINVIEW AUXILIARY POLICE UNIT 317, with offices at 47 Elderberry Road, Syosset, New York 11791, and hereinafter referred to as the "AUXILIARY".

### WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

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4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

BY: \_\_\_\_\_

PLAINVIEW AUXILIARY POLICE UNIT 317

\_\_\_\_\_  
Commanding Officer

Reviewed:

  
Deputy Town Attorney

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

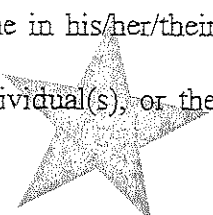
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing 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 Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on ~~the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the~~ within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated October 14, 2020, have advised that the Town received a request from Peter Quick, Mayor, the Incorporated Village of Mill Neck, to use a Town owned wood chipper so to remediate damage caused by Hurricane Isaias; and

WHEREAS, the Office of the Town Attorney by said memorandum, further advised that the Department of Highways was consulted with respect to the Village's request and has been advised that the Village's request can be accommodated; and

WHEREAS, the Office of the Town Attorney, by said memorandum has requested that the Town Board authorize the Supervisor or his designee to execute an Inter-Municipal Agreement in order to accommodate the Village's request for use of a wood chipper for the remediation by the Village of damage caused by Tropical Storm Isaias,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Supervisor or his designee is hereby authorized to execute an Inter-Municipal Agreement with the Village of Mill Neck in order to accommodate the Village's request for use of a wood chipper for the remediation by the Village of damage caused by Tropical Storm Isaias.

- # -

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

14

# Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: October 14, 2020

SUBJECT: Authorization to Enter into an Inter-Municipal Agreement  
with the Village of Mill Neck

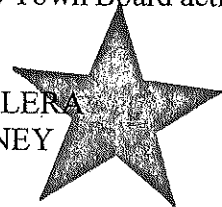
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On August 4, 2020, Tropical Storm Isaias caused extensive damage within the Town of Oyster Bay. This Office was forwarded a request from Peter Quick, Mayor of the Incorporated Village of Mill Neck, requesting the use of a wood chipper so that the Village of Mill Neck could clear resulting debris on roads within the Village.

This Office inquired of the Department of Highways in order to determine whether the Town could satisfy the request. This Office has been advised by the Department of Highways that the Town could accommodate the Village's request. As such, this Office has prepared the annexed Inter-Municipal Agreement. By this agreement, the Town will be assisting the Village in its operations to provide safe and efficient road and travel conditions to Town and Village residents, by providing a wood chipper to the Village through December 31, 2020. The Village has agreed to return the wood chipper to the Town in proper working order, to hold the Town harmless for any damages and to maintain adequate insurance coverage to cover any loss or damage arising out of the Village's use, maintenance and/or control of the wood chipper. Authorization is requested for the Supervisor or his designee to execute the proposed Inter-Municipal Agreement.

Kindly suspend the rules and place this matter on the October 20, 2020 Town Board action calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Jeffrey Lesser  
Deputy Town Attorney

JAL:nb  
Attachment

INTER-MUNICIPAL AGREEMENT

DATED: , 2020

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF MILL NECK, a municipal corporation, having its principal place of business located at 32 Frost Mill Road, Mill Neck, N.Y., hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, for the TOWN to provide the VILLAGE with one (1) wood chipper to be used to remediate the damages caused by Tropical Storm Isaias; and

WHEREAS, the TOWN is able to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to TOWN and VILLAGE residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide the VILLAGE with one (1) wood chipper to be delivered to the Village at its offices at 32 Frost Mill Road, Mill Neck, New York for the VILLAGE to perform post-storm restoration within the VILLAGE;

SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of its operations pursuant to this Agreement

THIRD: The VILLAGE agrees to pay the TOWN the sum of one dollar

(\$1.00) for use of the wood chipper for the period designated in this Agreement.

FOURTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the Town Attorney or VILLAGE representative, as the case may be.

FIFTH: This Agreement is effective from the date of execution and of ratification of the Agreement by the Town Board and shall terminate on December 31, 2020 unless extended by mutual agreement between the parties.

SIXTH: This Agreement is subject to Town Board ratification.

SEVENTH: The VILLAGE shall be solely responsible for and shall indemnify and hold harmless the TOWN, its officers, employees and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages, arising out of or in connection with the activities and use of the wood chipper, including the maintenance and control of the wood chipper.

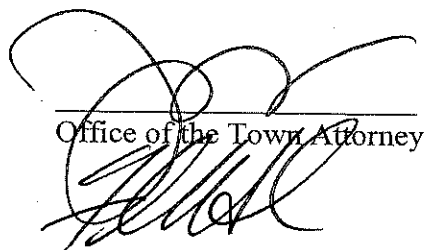
EIGHTH: The VILLAGE agrees to return the wood chipper to the Town in proper working order and the VILLAGE further agrees to maintain adequate insurance coverage to cover any loss or damage arising out of the VILLAGE's use, maintenance and/or control of the wood chipper.

NINTH: Any Federal or State assistance or funds received emanating from storm relief shall be due and owing to the TOWN for such assistance or funds specifically relating to the activities performed pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

TOWN OF OYSTER BAY

REVIEWED:

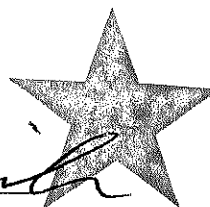
  
Office of the Town Attorney

BY Gregory W. Cauman, Jr

Reviewed By  
Office of Town Attorney

VILLAGE OF MILL NECK

BY:   
Peter Quick- Mayor





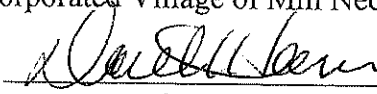
STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NASSAU     )

On this            day of October , 2020, before me personally came Gregory W. Aman Jr to me known, who, being by me duly sworn, did depose and say that he resides in Oyster Bay, New York; that he is the Deputy Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that this agreement is authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On this 15<sup>th</sup> day of October 2020, before me personally came Peter Quick, to me known, who, being by me duly sworn, did depose and say that he resides in Mill Neck, New York and that he is the Mayor of the Incorporated Village of Mill Neck, the municipal corporation described herein and which executed the foregoing instrument; and that he signed his name thereto pursuant to authorization of the Village Board of the Incorporated Village of Mill Neck.

  
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Notary Public

**DONNA M. HARRIS**  
Notary Public, State of New York  
No. 01HA5086413  
Qualified in Nassau County  
Commission Expires October 14, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/15/2020

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 SALERNO BROKERAGE CORPORATION 117 Oak Drive  Syosset NY 11791		CONTACT NAME: Nicole Morton PHONE (A/C, No, Ext): (516) 364-4044 FAX (A/C, No): (516) 364-5901 E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: U.S. Specialty Insurance Compa INSURER B: PERMA (Public Employers Risk) INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED  Inc. Village of Mill Neck P.O. Box 351  Mill Neck. NY 11765		NAIC # 12250	

COVERAGES		CERTIFICATE NUMBER: 20-21 Liability		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPKG81220035	07/22/2020	07/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPKG81220035	07/22/2020	07/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CPKG81220035	07/22/2020	07/22/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC0001153-13	07/01/2020	07/01/2021 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Town of Oyster Bay is included as an additional insured for general liability form #GL000123 per the IMA between the Town and the Village for the use of a Town Wood Chipper.

CERTIFICATE HOLDER		CANCELLATION	
Town of Oyster Bay 54 Audrey Avenue  Oyster Bay NY 11771		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	