

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 |
|----------|-------|--------------|------------------------------------|
| 078-19 | IGA | \$180,000.00 | IGA CD 6293 48010 000 CW18 |
| | | \$180,000.00 | TO IGA CD 6293 48010 000 CW18 |
| 079-19 | DER | \$2,000.00 | FROM DER A 3510 41600 000 0000 |
| | | \$2,000.00 | TO DER A 3510 46100 000 0000 |
| 080-19 | HWY | \$3,000.00 | FROM HWY DB 5110 12000 000 0000 |
| | | \$3,000.00 | TO HWY DB 5110 41710 000 0000 |
| 081-19 | PKS | \$8,000.00 | FROM PKS SP 7110 42200 000 0000 |
| | | \$8,000.00 | TO PKS SP 7110 41600 000 0000 |
| | PKS | \$620.00 | FROM PKS A 7110 46300 000 0000 |
| | | \$620.00 | TO PKS A 7110 41900 000 0000 |
| 082-19 | DER | \$1,400.00 | FROM DER A 8090 46350 000 0000 |
| | | \$1,400.00 | TO DER A 8090 25000 000 0000 |
| 083-19 | DPW | \$250.00 | FROM DPW A 1490 46100 000 0000 |
| | | \$250.00 | TO DPW A 1490 21000 000 0000 |

Reviewed By
Office of Town Attorney

Thomas J. Geller

Resolution No. TF-17-2019

| | | | |
|--------|-----|------------|-----------------------------------|
| | | \$150.00 | FROM DPW A 1490 47900 000 0000 |
| | | \$150.00 | TO DPW A 1490 21000 000 0000 |
| 084-19 | DPW | \$1,400.00 | FROM DPW A 1490 11000 000 0000 |
| | | \$1,400.00 | TO DPW A 1490 25000 000 0000 |
| 085-19 | DGS | \$7,500.00 | FROM DGS A 1620 41310 000 0000 |
| | | \$7,500.00 | TO DGS A 1620 41600 000 0000 |

#

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

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

2A
TOWN OF OYSTER BAY

Inter-Departmental Memo

SEPTEMBER 25, 2019

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

AMOUNT: \$ 180,000.00

| | | |
|-------|--|---------------|
| FROM: | IGA CD 6293 48080 000 CW18 (Support Services-Contractual) | \$ 180,000.00 |
| TO: | IGA CD 6293 48010 000 CW18 (Classroom Training) | \$ 180,000.00 |

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

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

Thank you for your attention to this matter.


Frank V. Sammartano
Commissioner

FVS:dp
cc: Town Attorney, 9 copies

2B

Town of Oyster Bay
Inter-Departmental Memo

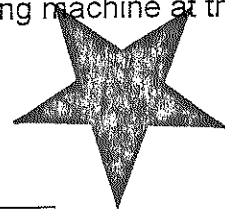
September 30, 2019

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

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

| | | | |
|-------|---------------------------------------|-----------------------|------------|
| From: | DER A 3510 41600 000 0000 \$500.00 | Materials & Supplies | \$2,000.00 |
| To: | DER A 3510 46100 000 0000 | Equipment Maintenance | \$2,000.00 |

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



Laurie Scarpa, Deputy Commissioner
Department of Environmental Resources

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



Remit Address:
131 Sunnyside Blvd.
Suite 112
Plainview, NY 11803
Phone: (516) 678-4404

PROPOSED SERVICE ESTIMATE VALID FOR 30 DAYS

Customer ID: 17241378
Terms: Net 30
Date: 9/25/2019
Case #: C15832523

Town of Oyster Bay Animal Shelter
Accounts Payable
150 Miller Pl.
Syosset, NY 11791

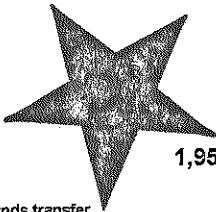
Town of Oyster Bay Animal Shelter
150 Miller Pl.
Syosset, NY 11791

| | | | |
|-----------------------------------|---|--------|--------|
| HRS. SERVICE | 4 | 85.00 | 340.00 |
| HR. SERVICE TRAVEL | 1 | 85.00 | 85.00 |
| ALLIANCE BOARD | 1 | 898.52 | 898.52 |
| ALLIANCE CONTROL BOARD W/ HARNESS | 1 | 634.73 | 634.73 |

Sales Tax:

TOTAL:

1,958.25



When you provide a check as payment, you authorize us either to process your payment as a check transaction or convert it into a one time electronic funds transfer from your bank account.

2c

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

September 24, 2019

TO: MEMORANDUM DOCKET

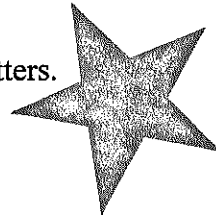
**FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT**

SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

| <u>Account No.</u> | <u>Object Description</u> | <u>Amount</u> |
|---|---------------------------|---------------|
| <u>From:</u> HWY DB 5110 12000 000 0000 | SALARIES PART TIME | \$3,000.00 |
| <u>To:</u> HWY DB 5110 41710 000 0000 | SIGN SUPPLES | \$3,000.00 |

This transfer is necessary to purchase Thermoplastic Sign Letters.




John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

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

2D

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: September 27, 2019


SUBJECT: 2019 Transfer of Funds

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

| | | |
|----------------------------|--------------------------------|------------|
| FROM: | | |
| PKS-SP-7110-42200-000-0000 | Light, Power & Water | \$8,000.00 |
| PKS-A-7110-46300-000-0000 | Building, Property Maintenance | \$620.00 |
| TO: | | |
| PKS-SP-7110-41600-000-0000 | Materials & Supplies | \$8,000.00 |
| PKS-A-7110-41900-000-0000 | Ground Supplies | \$620.00 |

This transfer is being requested to provide funds necessary for Materials & Supplies and Ground Supplies.





Joseph G. Pinto
Commissioner

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

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Town of Oyster Bay

Inter-Departmental Memo

TO: Memorandum Docket

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

DATE: October 4, 2019

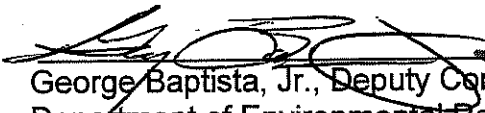
SUBJECT: Transfer of Funds


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

From: DER A 8090 46350 000 0000 Bay Management \$1,400.00
Program

To: DER A 8090 25000 000 0000 General Equipment \$1,400.00

This transfer is necessary to cover expenses of outdoor security cameras and binoculars for the Bay Management Program.


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



GB/lc

cc: Town Attorney (Original + 9 copies)
Steven Ballas, Comptroller

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

OCTOBER 3, 2019


TO: MEMORANDUM DOCKET
FROM: RICHARD W. LENZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS / HIGHWAY
SUBJECT: TRANSFER OF FUNDS

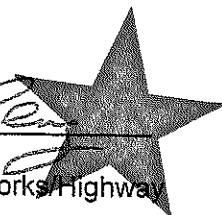
Kindly arrange to transfer funds for the Administration Division as indicated below:

| <u>ACCOUNT #</u> | <u>OBJECT DESCRIPTION</u> | <u>AMOUNT</u> |
|---------------------------|---------------------------|---------------|
| <u>FROM:</u> | | |
| DPW A 1490 46100 000 0000 | EQUIPMENT MAINTENANCE | \$250.00 |
| DPW A 1490 47900 000 0000 | OTHER EXPENSES | \$150.00 |

| | | |
|---------------------------|-----------|----------|
| <u>TO:</u> | | |
| DPW A 1490 21000 000 0000 | FURNITURE | \$400.00 |

This transfer is necessary to replace a desk chair in disrepair for the Commissioner's Secretary.


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



RWL/jb
c: Town Attorney 9 copies
Steven Ballas, Comptroller

nc

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

OCTOBER 3, 2019

TO: MEMORANDUM DOCKET

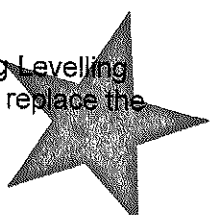
FROM: RICHARD W. LENZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS / HIGHWAY

SUBJECT: TRANSFER OF FUNDS

Kindly arrange to transfer funds for the Administration Division as indicated below:

| <u>ACCOUNT #</u> | <u>OBJECT DESCRIPTION</u> | <u>AMOUNT</u> |
|---------------------------|---------------------------|---------------|
| <u>FROM:</u> | | |
| DPW A 1490 11000 000 0000 | SALERIES REGULAR | \$1,400.00 |
| <u>TO:</u> | | |
| DPW A 1490 25000 000 0000 | GENERAL EQUIPMENT | \$1,400.00 |

This transfer is necessary for the purpose of purchasing sophisticated Engineering Levelling equipment, used when obstructions and uneven surfaces are a challenge. Also to replace the timeworn time clock in DPW Administration.




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

RWL/jb
c: Town Attorney 9 copies
Steven Ballas, Comptroller

INTER – DEPARTMENTAL MEMO

Date: OCTOBER 10, 2019
To: MEMORANDUM DOCKET
From: ERIC TUMAN, COMMISSIONER OF GENERAL SERVICES
Subject: **OPERATING ACCOUNTS – TRANSFER OF FUNDS**

The following transfer is respectfully requested:

FROM: DGS A 1620 41310 000 0000 PRINTING SUPPLIES \$7,500.00

TOTAL \$7,500.00


TO: DGS A 1620 41600 000 0000 MATERIALS & SUPPLIES \$7,500.00

TOTAL \$ 7,500.00

JUSTIFICATION: TRANSFER OF FUNDS NEEDED TO COVER THE SHORTAGE
OF AVAILABLE FUNDS TO PURCHASE MATERIALS &
SUPPLIES THAT MAY BE REQUIRED TO OPERATE UNTIL THE
REMAINDER OF THE YEAR.



Town Board approval is respectfully requested.


Eric Tuman
Commissioner of General Services


ET/nl

cc: Town Attorney +9 Copies

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 19, 2019, requested Town Board authorization to enter into an agreement to provide entertainment by Turtle Dance Music LLC, at no cost to the Town, on Friday, November 1, 2019 at the North Massapequa Community Center,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Community and Youth Services is hereby authorized to enter into an agreement with Turtle Dance Music LLC, to perform at no cost to the Town, on Friday, November 1, 2019 at the North Massapequa Community Center.

-#-


Reviewed By
Office of Town Attorney

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

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

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

September 19, 2019


TO: Memorandum Docket

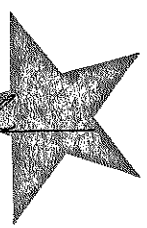
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services

SUBJECT: Services for GAP

The Department of Community & Youth Services requests Town Board authorization to provide entertainment by Turtle Dance Music LLC for the Group Activities Program (GAP). Matt Mazur, of 396 Burns Street #1, Queens, New York 11375, is the owner and will provide entertainment on Friday, November 1, 2019 at the North Massapequa Community Center. There is no fee for this performance.

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


Maureen A. Fitzgerald
Commissioner



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

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Turtle Dance Music LLC, c/o Matt Mazur located at 396 Burns Street #1, Queens, New York 11375 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Turtle Dance Music LLC
Date: November 1, 2019
Location: North Massapequa Community Center
Amount: No fee

In consideration of these services, the Town of Oyster Bay agrees to allow the CONTRACTOR to provide services at no cost to the Town. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation.

TURTLE DANCE MUSIC LLC

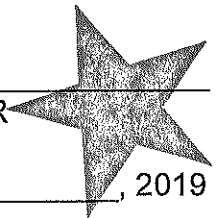
CONTRACTOR

DATE: _____, 2019

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2019



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 20, 2019, requested Town Board authorization to implement the attached Theodore Roosevelt Memorial Marina and Harry Tappen Marina 2019/2020 Winter Storage Operation and Fee Schedule,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to implement the attached Theodore Roosevelt Memorial Marina and Harry Tappen Marina 2019/2020 Winter Storage Operation and Fee Schedule.

#

Reviewed By
Office of Town Attorney
Elizabeth A. Laughman

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

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

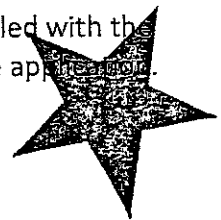
**2019-2020 WINTER STORAGE OPERATION AND FEE SCHEDULE
THEODORE ROOSEVELT MEMORIAL AND HARRY TAPPEN MARINAS**

WINTER STORAGE

1. The winter storage season for boat slips shall run from December 1, 2019 to March 31, 2020.
2. Winter storage (length overall) per foot – **resident \$30.00** (includes electricity – where available)
3. Winter storage (length overall) per foot – **non-resident \$40.00** (includes electricity – where available).
4. Minimum seasonal payment will be monthly rental (pro-rated basis – 1/4th seasonal rate/month)
5. One month will consist of a 31-day period or fraction thereof.
6. Boats remaining after March 31, 2020 are charged \$30.00 per day. This does not apply to Town residents who have received a regular 2020 season slip assignment or a 2020 mooring permit.
7. All terms and conditions issued for winter storage must be adhered to.
8. The overall length of the vessel will be determined only by the length as indicated on the vessel's New York State Boat Registration.

BAYMEN'S ASSISTANCE PROGRAM

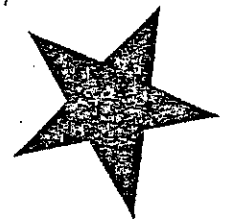
1. For the purpose of this assistance program only owners of commercial registered vessels who are Town of Oyster Bay residents will be considered Baymen and therefore eligible for this program.
2. Eligible Town of Oyster Bay Shellfish Permit holders shall qualify for a winter dock rental rate of \$15.00 per foot.
3. All commercial-registered vessels may occupy a slip earlier than December 1, 2019, if a slip is vacated by the summer slip holder prior to the end of summer slip rental season; there will be no additional charge for this early slip occupation.
4. Slips will be made available to Baymen on a first come, first served basis to all Baymen who have paid a minimum of two months' slip rental fee and filed with the Beach Division all required paper work as outlined in the winter storage application.



5. All other rules of winter storage apply including, boats remaining after March 31, 2020 will be charged \$30.00 per day. This does not apply to Town residents who have received a regular 2020 seasonal slip assignment or a 2020 mooring permit.

TERMS AND CONDITIONS FOR 2019-2020 WINTER STORAGE

1. Only the assigned vessel may occupy a slip.
2. All boats and boating equipment docked, berthed, located or left at Town facilities are left at the sole risk of the owner of said boat. All boat and boating equipment owners are reminded to obtain adequate insurance before using the Town Facilities. The owner assumes all risk of loss due to damages, theft, vandalism or accident to property while berthed in the marina and releases the Town of Oyster Bay from any and all claims for loss, damage, ice damage, fire, theft or accident to property.
3. De-icing equipment, if installed, will be operated by the Town of Oyster Bay for preservation of Town property and not the protection of vessels in the marina. De-icing equipment may be installed and operated by an owner at his/her sole risk. The facility manager must give prior approval for any personal de-icing equipment.
4. All vessels shall occupy the slip assigned, in a manner acceptable to the facility manager. The facility manager reserves the right to replace existing lines or install additional lines at his discretion, for the safety of the vessel or the marina. However, the Town of Oyster Bay assumes no obligation or responsibility.
5. In the event of emergency repairs to any section of the marina, the Commissioner of Parks is authorized to notify and order boaters to move their boats to areas as assigned by the facility manager for the required time for repairs.
6. The boater agrees that if all property is not removed by March 31, 2020, he/she shall pay for such berthing or storage at the established fee of \$30.00 per day. This section does not apply to Town residents who have received a regular 2020 seasonal slip assignments or 2020 mooring permit.
7. Under no circumstances will any alteration or installation be permitted to be made on floats.
8. Boaters may not store dinghies, supplies, debris, or other materials on floats.
9. Scraping, painting, and sanding of vessels are strictly prohibited. The extent of other vessel maintenance shall be at the discretion of the facility manager.
10. In the event of an emergency, during the owner's absence, the facility manager reserves the right to board the vessel and do whatever is necessary to prevent the vessel from sinking and to ensure the safety of the marina.
11. The use of electric power is not permitted aboard the vessel unless the owner is aboard.
12. All boats equipped with burglar systems are required to leave a key with the facility manager.
13. Use of an electric heater in an unattended boat is prohibited.
14. The use of wood, coal, kerosene, or alcohol stoves is strictly prohibited on any boat while berthed in the marina.



- 15 All boaters who plan to live on their boats 72 hours or longer, while the vessel remains in the marina must obtain written permission from the Commissioner of Parks.
16. Any violation of the above listed terms and conditions or any Town of Oyster Bay Ordinances will cause immediate revocation with loss of fees paid.
17. All payments must be made prior to occupying a slip. If payments are being made monthly, each payment must be made prior to each month's occupancy.



5

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

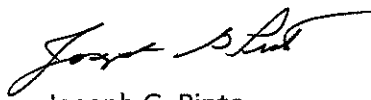
TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: September 20, 2019

SUBJECT: 2019-2020 Marina Winter Storage

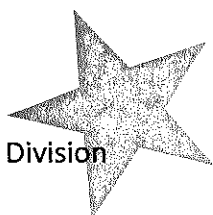
It is requested that Town Board approval be given to implement the attached winter storage operation and fee schedule for the 2019-2020 season. All fees remain the same and the dates coincide with our traditional opening and closing of the summer boating season.



Joseph G. Pinto
Commissioner of Parks

JGP:gv

cc: Town Attorney (+9)
Gabrielle Pontillo, Parks Accounting Division



**2019-2020 WINTER STORAGE OPERATION AND FEE SCHEDULE
THEODORE ROOSEVELT MEMORIAL AND HARRY TAPPEN MARINAS**

WINTER STORAGE

1. The winter storage season for boat slips shall run from December 1, 2019 to March 31, 2020.
2. Winter storage (length overall) per foot – **resident \$30.00** (includes electricity – where available)
3. Winter storage (length overall) per foot – **non-resident \$40.00** (includes electricity – where available).
4. Minimum seasonal payment will be monthly rental (pro-rated basis – 1/4th seasonal rate/month)
5. One month will consist of a 31-day period or fraction thereof.
6. Boats remaining after March 31, 2020 are charged \$30.00 per day. This does not apply to Town residents who have received a regular 2020 season slip assignment or a 2020 mooring permit.
7. All terms and conditions issued for winter storage must be adhered to.
8. The overall length of the vessel will be determined only by the length as indicated on the vessel's New York State Boat Registration.

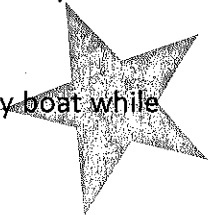
BAYMEN'S ASSISTANCE PROGRAM

1. For the purpose of this assistance program only owners of commercial registered vessels who are Town of Oyster Bay residents will be considered Baymen and therefore eligible for this program.
2. Eligible Town of Oyster Bay Shellfish Permit holders shall qualify for a winter dock rental rate of \$15.00 per foot.
3. All commercial-registered vessels may occupy a slip earlier than December 1, 2019, if a slip is vacated by the summer slip holder prior to the end of summer slip rental season; there will be no additional charge for this early slip occupation.
4. Slips will be made available to Baymen on a first come, first served basis to all Baymen who have paid a minimum of two months' slip rental fee and filed with the Beach Division all required paper work as outlined in the winter storage application.

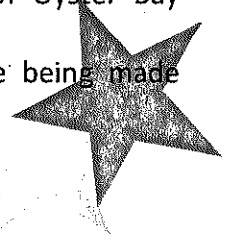
5. All other rules of winter storage apply including, boats remaining after March 31, 2020 will be charged \$30.00 per day. This does not apply to Town residents who have received a regular 2020 seasonal slip assignment or a 2020 mooring permit.

TERMS AND CONDITIONS FOR 2019-2020 WINTER STORAGE

1. Only the assigned vessel may occupy a slip.
2. All boats and boating equipment docked, berthed, located or left at Town facilities are left at the sole risk of the owner of said boat. All boat and boating equipment owners are reminded to obtain adequate insurance before using the Town Facilities. The owner assumes all risk of loss due to damages, theft, vandalism or accident to property while berthed in the marina and releases the Town of Oyster Bay from any and all claims for loss, damage, ice damage, fire, theft or accident to property.
3. De-icing equipment, if installed, will be operated by the Town of Oyster Bay for preservation of Town property and not the protection of vessels in the marina. De-icing equipment may be installed and operated by an owner at his/her sole risk. The facility manager must give prior approval for any personal de-icing equipment.
4. All vessels shall occupy the slip assigned, in a manner acceptable to the facility manager. The facility manager reserves the right to replace existing lines or install additional lines at his discretion, for the safety of the vessel or the marina. However, the Town of Oyster Bay assumes no obligation or responsibility.
5. In the event of emergency repairs to any section of the marina, the Commissioner of Parks is authorized to notify and order boaters to move their boats to areas as assigned by the facility manager for the required time for repairs.
6. The boater agrees that if all property is not removed by March 31, 2020, he/she shall pay for such berthing or storage at the established fee of \$30.00 per day. This section does not apply to Town residents who have received a regular 2020 seasonal slip assignments or 2020 mooring permit.
7. Under no circumstances will any alteration or installation be permitted to be made on floats.
8. Boaters may not store dinghies, supplies, debris, or other materials on floats.
9. Scraping, painting, and sanding of vessels are strictly prohibited. The extent of other vessel maintenance shall be at the discretion of the facility manager.
10. In the event of an emergency, during the owner's absence, the facility manager reserves the right to board the vessel and do whatever is necessary to prevent the vessel from sinking and to ensure the safety of the marina.
11. The use of electric power is not permitted aboard the vessel unless the owner is aboard.
12. All boats equipped with burglar systems are required to leave a key with the facility manager.
13. Use of an electric heater in an unattended boat is prohibited.
14. The use of wood, coal, kerosene, or alcohol stoves is strictly prohibited on any boat while berthed in the marina.



- 15 All boaters who plan to live on their boats 72 hours or longer, while the vessel remains in the marina must obtain written permission from the Commissioner of Parks.
16. Any violation of the above listed terms and conditions or any Town of Oyster Bay Ordinances will cause immediate revocation with loss of fees paid.
17. All payments must be made prior to occupying a slip. If payments are being made monthly, each payment must be made prior to each month's occupancy.



WHEREAS, Susan Nathan has offered to donate a memorial plaque and bench to be placed at Syosset-Woodbury Community Park, Woodbury, in memory of Michael Nathan; and

WHEREAS, the value of the plaque and bench is estimated to be \$830.00, and the monies will be collected and deposited into Account No. PKS A 0001 02770 590 0000 and used to purchase the bench and plaque; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 18, 2019, has recommended that the Town accept said donation;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$830.00 from Susan Nathan for a memorial plaque and bench to be placed at Syosset-Woodbury Park, Woodbury, in memory of Michael Nathan.

-#-

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

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

6

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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

SUBJECT: Memorial Plaque and Bench

DATE: September 18, 2019

The Department of Parks has received a request from Susan Nathan (letter attached) requesting to donate a memorial plaque and a new bench to be placed at Syosset Woodbury Community Park in memory of Michael Nathan.

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

The plaque and bench will be purchased by Susan Nathan and donated to the Parks Department. The value of the plaque and bench is estimated to be \$830.00. Town Board approval is requested on behalf of Susan Nathan. The monies will be collected in account PKS A 0001 02770 590 0000.



Joseph G. Pinto
COMMISSIONER OF PARKS



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

Diann Codispodo

From: jaimic@aol.com
Sent: Monday, August 19, 2019 4:46 PM
To: Diann Codispodo
Subject: Re: Memorial guidelines

Hi Diann,

Thanks for the info you sent regarding our request for a bench in memory of our son, Michael, a Syosset high school graduate.
We would like to donate an 8x6 bench (cost \$830) with a plaque of 5 lines in Syosset/Woodbury Park to be placed by the children's playground.
Our contact info is as follows:

Susan & Steven Nathan
11302 Aspenwood Drive
Plainview, NY 11803
PH: 516-242-8938 Susan

While you wait for approval of our request, we will have the wording for the plaque ready when you do get the ok.
Thanks and appreciate your help,
Susan & Steven Nathan

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

From: Diann Codispodo <dcodispodo@oysterbay-ny.gov>
To: 'jaimic@aol.com' <jaimic@aol.com>
Cc: Joseph Pinto <jpinto@oysterbay-ny.gov>; William Zang <wzang@oysterbay-ny.gov>; Donna Antetomaso <dantetomaso@oysterbay-ny.gov>
Sent: Thu, Aug 8, 2019 12:16 pm
Subject: Memorial guidelines

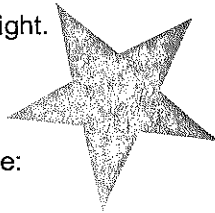
Good afternoon Susan,

The guidelines and process for the plaques are as follows:

8x4 \$350.00 4 lines top to bottom

8x6 \$380.00 5 lines top to bottom

Both have 24 characters and spaces left to right.



If you want to buy a new bench the prices are:

8x4 with bench \$800.00

DR
Reviewed By
Office of Town Attorney
Matthew M. Rozca

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozca, Deputy Town Attorney, by memoranda dated September 20, 2019 and September 27, 2019, advised that in August, 2013, the owners of 20 Pirates Cove, Massapequa, New York, executed a Home Elevation Agreement (the "Agreement") in connection with the Hazard Mitigation Grant Program (the "Program") pursuant to which the owners received certain grant monies from the Federal Emergency Management Agency ("FEMA") and the New York State Office of Emergency Management ("OEM"); and

WHEREAS, in exchange for the receipt and use of those grant monies, the property owners agreed to record a covenant acknowledging (i) the FEMA and OEM grant and (ii) the requirement that all current and future owners must obtain and maintain a National Flood Insurance Program insurance policy; and

WHEREAS, the deed covenant has not been filed by the homeowners despite work having been completed under the Program and pursuant to the Agreement; and

WHEREAS, by the aforementioned memoranda, Messrs. Nocella and Rozca recommended and requested that the Town Board authorize the Office of the Town Attorney to commence litigation to seek, *inter alia*, specific performance under the Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request hereinabove set forth is accepted and approved, and the Office of the Town Attorney is authorized to commence litigation to seek, *inter alia*, specific performance under the Agreement.

-#-

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

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

8

Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : September 27, 2019

SUBJECT: Authorization to Commence Litigation
Supplemental to Memorandum Docket Item No. 15 of September 24, 2019


In August, 2013, the owners of the property located at 20 Pirates Cove, Massapequa, New York executed a Home Elevation Agreement (the "Agreement") in connection with the Hazard Mitigation Grant Program (the "Program") pursuant to which the owners received certain grant monies from the Federal Emergency Management Agency ("FEMA") and the New York State Office of Emergency Management ("OEM"). In exchange for the receipt and use of those grant monies, the property owners agreed to record a covenant acknowledging (i) the FEMA and OEM grant and (ii) the requirement that all current and future owners must obtain and maintain a National Flood Insurance Program insurance policy.

Following execution of the Home Elevation Agreement, work was performed at the property as contemplated under the Program. However, after completion of the work, the homeowners failed to record the deed covenant. Despite extensive efforts to secure the homeowners' voluntary compliance, the deed covenant has not been recorded. As a consequence, the Town is unable to close out the grant file with the funding agency.

In order to maintain the Town's good standing with the funding agency, and in an effort to compel compliance with the Agreement, this Office is preparing litigation papers that will assert a claim for, at minimum, specific performance under the Agreement. Accordingly, it is recommended and requested that the Town Board authorize this Office to commence that litigation.

A proposed resolution is attached to this memorandum.

JOSEPH NOCELLA
TOWN ATTORNEY


Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment

cc: Office of the Town Attorney (with 9 copies)
S:\Attorney\RESOS 2019\MD & RESO\Litigation Specific Performance Supp MD MMR.docx

Town of Oyster Bay
Inter-Departmental Memo

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : September 27, 2019
SUBJECT: Authorization to Commence Litigation


In August, 2013, the owners of the property located at 20 Pirates Cove, Massapequa, New York executed a Home Elevation Agreement (the "Agreement") in connection with the Hazard Mitigation Grant Program (the "Program") pursuant to which the owners received certain grant monies from the Federal Emergency Management Agency ("FEMA") and the New York State Office of Emergency Management ("OEM"). In exchange for the receipt and use of those grant monies, the property owners agreed to record a covenant acknowledging (i) the FEMA and OEM grant and (ii) the requirement that all current and future owners must obtain and maintain a National Flood Insurance Program insurance policy.

Following execution of the Home Elevation Agreement, work was performed at the property as contemplated under the Program. However, after completion of the work, the homeowners failed to record the deed covenant. Despite extensive efforts to secure the homeowners' voluntary compliance, the deed covenant has not been recorded. As a consequence, the Town is unable to close out the grant file with the funding agency.

In order to maintain the Town's good standing with the funding agency, and in an effort to compel compliance with the Agreement, this Office is preparing litigation papers that will assert a claim for, at minimum, specific performance under the Agreement. Accordingly, it is recommended and requested that the Town Board authorize this Office to commence that litigation.

A proposed resolution is attached to this memorandum.

JOSEPH NOCELLA
TOWN ATTORNEY


Matthew M. Rozea
Deputy Town Attorney

MMR:mmr

cc: Office of the Town Attorney (with 9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Litigation Specific Performance Supp MD MMR.docx

15

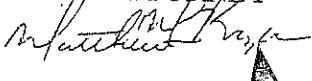
Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : September 20, 2019
SUBJECT: Authorization to Commence Litigation

This Office is drafting litigation papers relative to a specific performance claim. Please reserve a place on the docket for the October 22, 2019 Town Board action calendar.

A supplemental memorandum will follow.

JOSEPH NOCELLA
TOWN ATTORNEY


Matthew M. Rozea
Deputy Town Attorney

MMR:mmr

cc: Office of the Town Attorney (with 9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Litigation Specific Performance Save a Space MMR.docx

15

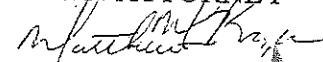
Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : September 20, 2019
SUBJECT: Authorization to Commence Litigation

This Office is drafting litigation papers relative to a specific performance claim. Please reserve a place on the docket for the October 22, 2019 Town Board action calendar.

A supplemental memorandum will follow.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr

cc: Office of the Town Attorney (with 9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Litigation Specific Performance Save a Space MMR.docx

7/15/19
Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 257-2019, adopted on July 30, 2019, the Town Board authorized and directed deBruin Engineering P.C. to perform engineering services in connection with On-Call Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering, including the preparation of design and construction documents relative to the development of a commuter parking field, at Elm Street and 4th Street, Locust Valley; and

WHEREAS, Robert W. deBruin, P.E., of deBruin Engineering P.C., by letter dated September 17, 2019, requested approval of the use of Gayron deBruin Surveying and Engineering, P.C. as a sub-consultant for survey services and Land Air Water Environmental Services, Inc. as a sub-consultant for environmental services, in connection with the aforesaid project; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated September 20, 2019, requested Town Board authorization for the use of Gayron deBruin Surveying and Engineering, P.C. as a sub-consultant for survey services and Land Air Water Environmental Services, Inc. as a sub-consultant for environmental services, in connection with the aforesaid project;

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and deBruin Engineering P.C.'s use of Gayron deBruin Surveying and Engineering, P.C. as a sub-consultant for survey services and Land Air Water Environmental Services, Inc. as a sub-consultant for environmental services, in connection with Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering, including the preparation of design and construction documents relative to the development of a commuter parking field, at Elm Street and 4th Street, Locust Valley, is hereby ratified and approved.

#

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

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

17

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

September 20, 2019

TO: MEMORANDUM DOCKET


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

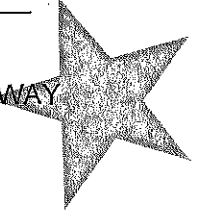
SUBJECT: USE OF SUB CONSULTANTS
ON-CALL CIVIL ENGINEERING
CONTRACT NO. PWC07-18

The consultant, deBruin Engineering, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC07-18 by Resolution No. 257-2019 for the subject project.

Attached is a letter dated September 17, 2019 from deBruin Engineering, P.C., regarding the request to use as sub consultants Gayron de Bruin Surveying & Engineering, PC for survey services and Land Air Water Environmental Services, Inc. for environmental services relative to the development of a commuter parking field in Locust Valley at Elm Street and 4th Street.

It is hereby requested that the Town Board authorize, by Resolution, deBruin Engineering, P.C., under Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering the use of sub consultants Gayron de Bruin Surveying & Engineering, PC for survey services and Land Air Water Environmental Services, Inc. for environmental services.


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




RWL/JCT/MR/DM/ik

Attachment

cc: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, Administrative Division/DPW

PWC07-18 DOCKET DEBRUIN LOCUST VALLEY COMMUTER PARKING LOT subconsultants

de Bruin

de Bruin Engineering P.C.

Civil Engineering & Construction Management

September 17, 2019

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

Re: Locust Valley Commuter Parking at Elm and 4th
Contract No. PW18-07
de Bruin No. 6218

Dear Commissioner,

We respectfully request approval of the use of the following sub-consultants for this project:

Surveying: Gayron de Bruin Surveying and Engineering, PC
Soil Boings: Land Air Water Environmental Services, Inc.

Thank you for your consideration in this matter. Please contact me at your earliest convenience with any comments or questions.

Sincerely yours,



Robert W. de Bruin, P.E.

Reviewed By
Office of Town Attorney
John P. Stealey

WHEREAS, by Resolution No. 854-2017, adopted on December 12, 2017, the Town Board authorized and directed deBruin Engineering P.C. to perform engineering services in connection with On-Call Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering, for a two (2) year period, from January 1, 2018 through December 31, 2019; and

WHEREAS, deBruin Engineering P.C., by letter dated March 25, 2019, described the scope of work to be performed under Contract No. PWC07-18, in an amount not to exceed \$34,545.00, in connection with providing On-Call Engineering Services, including the preparation of design and construction documents relative to the development of a commuter parking field, at Elm Street and 4th Street, in Locust Valley; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 1, 2019, requested Town Board authorization for deBruin Engineering P.C. to provide the aforesaid On-Call Engineering Services, under Contract No. PWC207-18, in an amount not to exceed \$34,545.00, including the preparation of design and construction documents relative to the development of a commuter parking field, at Elm Street and 4th Street, in Locust Valley, and Commissioner Lenz advised that funds in the amount of \$34,545.00 to satisfy said engineering costs are available in Account No. HWY H 5197 20000 000 1903 008,

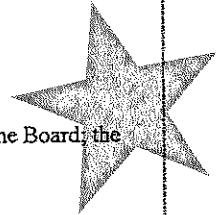
NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is accepted and approved, and deBruin Engineering P.C. is hereby authorized to provide the aforementioned services in connection with Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering, including the preparation of design and construction documents relative to the development of a commuter parking field, at Elm Street and 4th Street, in Locust Valley, and; be it further

RESOLVED, that the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$34,545.00, with funds to be drawn from Account No. PKS H 7197 20000 000 0902 001.

#

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

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



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
ROSLYN

The following resolution was offered by Councilman
Muscarella , seconded by Councilman Macagnone.

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 |
| Councilman Muscarella | Aye |
| Councilman Macagnone | Aye |
| Councilwoman Johnson | Aye |
| Councilman Imbroto | Aye |
| Councilman Hand | Aye |
| Councilman Labriola | Aye |

Reviewed By
Office of Town Attorney



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

September 25, 2019

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 2019 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 2020.

JOSEPH NOCELLA
TOWN ATTORNEY

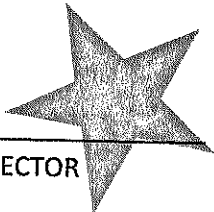
Sheila Tarnowski
Sheila Tarnowski
Director - Legislative Affairs



ST
Attachment
cc: Town Attorney +9

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..... | \$ 135,446.86 |
| HICKSVILLE..... | \$ 160,698.14 |
| JERICO..... | \$ 306,512.92 |
| LOCUST VALLEY..... | \$ 64,016.86 |
| MASSAPEQUA..... | \$ 146,668.64 |
| INC. VILLAGE OF FARMINGDALE..... | \$ 9,057.38 |
| OYSTER BAY..... | \$ 31,352.12 |
| PLAINVIEW..... | \$ 152,595.86 |
| SOUTH FARMINGDALE..... | \$ 338,491.87 |
| ROSLYN..... | \$ 158.69 |



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

DATED: October _____, 2019
 Oyster Bay, New York

S
E
A
L

WHEREAS, Frank Sammartano, Fire Commissioner, Jericho Fire District, by letter dated May 9, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said District; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 15, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the District, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

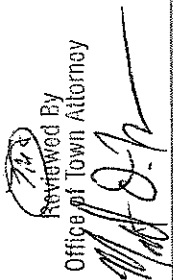
WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Jericho Fire District to provide sand and salt, from November 1, 2019 through April 30, 2020.

-#-

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

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

Reviewed By
Office of Town Attorney


Town of Oyster Bay
Inter-Departmental Memo

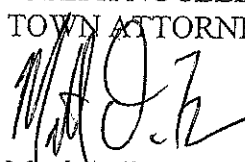
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : September 23, 2019
SUBJECT: Inter-Municipal Agreement with the
Jericho Fire District for Sand and Salt

Frank Sammartano, Fire Commissioner of the Jericho Fire District, by letter dated May 9, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said District from November 1, 2019 through April 30, 2020.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 15, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Jericho Fire District, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement.

JOSEPH NOCELLA
TOWN ATTORNEY


Matthew D. Fernando
Assistant Town Attorney

MDF:mdf
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Sand and salt mix- Jericho Fire -2019-20. MDF.docx

INTER-MUNICIPAL AGREEMENT

DATED: September 20, 2019

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 JERICHO FIRE DISTRICT, a municipal corporation, having its principal business address at 424 North Broadway, Jericho, New York 11753 hereinafter called the "DISTRICT",

WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

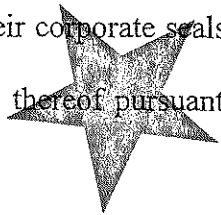
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

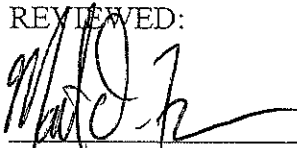
FIFTH: This agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the Town Attorney or District representative, as the case may be.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.



REVIEWED:


Office of the Town Attorney

TOWN OF OYSTER BAY

BY _____

JERICHO FIRE DISTRICT

BY: _____
Commissioner


[illegible]

On this _____ day of _____, 2019, 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 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

[illegible]

On this day of , 2019, before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at
_____, New York, that he is the _____ of the JERICHO FIRE
DISTRICT, the municipal corporation described herein and which executed the foregoing
instrument; that this agreement is authorized by order of the Board of said corporation, and that
he signed his name thereto by like order.



Notary Public

S:\Attorney\AGREEMENTS\Sand and Salt 2019\Sand-Salt Jericho Fire District 2019-2020. MDF.docx

07

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 15, 2019

TO: OFFICE OF TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

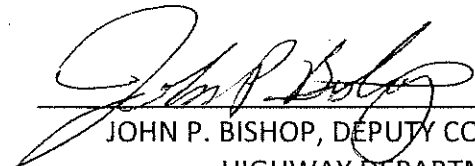
SUBJECT: TOWN OF OYSTER BAY HIGHWAY DEPARTMENT AND JERICHO FIRE
DISTRICT INTER-MUNICIPAL AGREEMENT

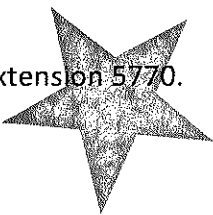
Please see the attached correspondence dated, May 9, 2019, from Mr. Frank Sammartano, Fire Commissioner of the Jericho Fire District.

The fire district is requesting assistance from the Town of Oyster Bay Highway Department to supply sand and salt for the 2019/2020 winter months in the event of a snow emergency. Therefore, for this purpose, the fire district is requesting an inter-municipal agreement with the Town.

Please take whatever action you deem necessary in order to facilitate this inter-municipal agreement with the Jericho Fire District and advise this department.

If you have any questions regarding this, please feel free to contact me at extension 5770.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

REC'D TOWN ATTORNEY
'19 MAY 16 AM 11:08

JPB/km
Att.

DAVID J. MARMANN, Sr.
Chairman

FRANK V. SAMMARTANO
Vice Chairman

TED KETSOGLOU

BRIAN J. KENNY

BRUCE L. FRIEDMAN, D.C.

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

DEPUTY COMM/HIGHWAY

NANCY ORLANDO
District Secretary

ANNE BACHTELER
District Treasurer

JOHN J. O'BRIEN
District Supervisor

May 9, 2019

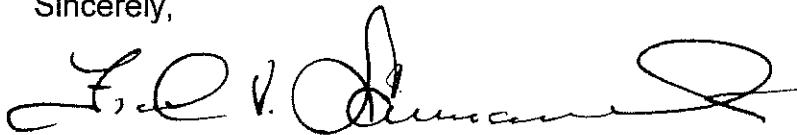
John P. Bishop
Deputy Commissioner
Highway Department
150 Miller Place
Syosset, N.Y. 11791

Dear Deputy Commissioner Bishop:

Pursuant to your correspondence dated April 30, 2019, please allow this correspondence to serve as a formal request of The Jericho Fire District to purchase salt/sand from the Town of Oyster Bay during times of snow and ice emergencies for the winter months of 2019/2020.

Thank you for your courtesy and cooperation in this matter.

Sincerely,


Frank V. Sammartano
Fire Commissioner

/no

748
Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Karen Borrelli, District Secretary/Treasurer, Syosset Fire District, by letter dated May 13, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said District; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 17, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the District, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of all any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Syosset Fire District to provide sand and salt, from November 1, 2019 through April 30, 2020.
-#-

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

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

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : September 23, 2019

SUBJECT: Inter-Municipal Agreement with the
Syosset Fire District for Sand and Salt

Karen Borrelli, District Secretary/Treasurer of the Syosset Fire District, by letter dated May 13, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said District from November 1, 2019 through April 30, 2020.

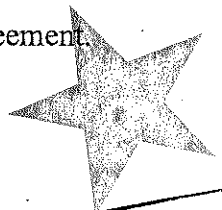
John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 17, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Syosset Fire District, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew D. Fernando
Assistant Town Attorney



MDF:mdf
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Sand and salt mix- Syosset Fire -2019-20. MDF.docx

INTER-MUNICIPAL AGREEMENT

DATED: September 20, 2019

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 SYOSSET FIRE DISTRICT, a municipal corporation, having its principal business address at 50 Cold Spring Road, Syosset, New York 11791 hereinafter called the "DISTRICT",

WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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 District representative, as the case may be.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

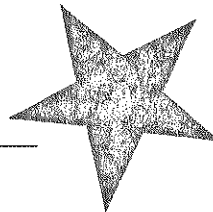
IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:


Office of the Town Attorney

TOWN OF OYSTER BAY

BY _____



SYOSSET FIRE DISTRICT

BY: _____
Commissioner

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 2019, 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 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

[illegible]

On this day of , 2019, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at _____, New York, that he is the _____ of the SYOSSET FIRE DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that this agreement is authorized by order of the Board of said corporation, and that he signed his name thereto by like order.

Notary Public

S:\Attorney\AGREEMENTS\Sand and Salt 2019\Sand-Salt Syosset Fire District 2019-2020. MDF.docx

22

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 17, 2019

TO: OFFICE OF TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: TOWN OF OYSTER BAY HIGHWAY DEPARTMENT AND SYOSSET FIRE
DISTRICT INTER-MUNICIPAL AGREEMENT FOR SAND & SALT

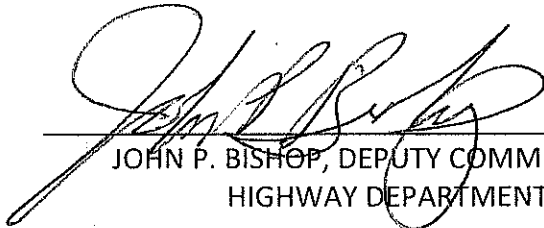
Please see the attached correspondence dated, May 13, 2019, from Ms. Karen Borrelli, District Secretary/Treasurer of the Syosset Fire District.

The fire district is requesting an inter-municipal agreement with the Town of Oyster Bay Highway Department to obtain sand and salt for the 2019/2020 winter months in the event of a snow emergency.

Please take whatever action you deem necessary in order to facilitate this inter-municipal agreement with the Syosset Fire District and advise this department.

If you have any questions regarding this, please feel free to contact me at extension 5770.





JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/km
Att.

REC'D TOWN ATTORNEY
'19 MAY 22 AM 11:00

Syosset Fire District

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

COMMISSIONERS:

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

SECRETARY/TREASURER:

DIRECTOR OF PURCHASING:

SUPERINTENDENT:

COUNSEL:

KAREN BORRELLI

ROBERT E. LEE

JACK RANDAZZO

CHRIS J. COSCHIGNANO, ESQ.

DEPUTY COMM/HIGHWAY

May 13, 2019

John P. Bishop, Deputy Commissioner
Highway Department
150 Miller Place
Syosset, NY 11791

RE: Inter-municipal agreement to obtain sand/salt

Dear Commissioner Bishop,

The Syosset Fire District is requesting an inter-municipal agreement to obtain salt and sand from the Town yards for the 2019/2020 winter months.

Please have the Town Attorney contact the Superintendent, Jack Randazzo at 516-677-4515 or at jrandazzo@syossetfd.org with the necessary paperwork to proceed.

If you have any other questions, please feel free to contact me at 516-677-4506 or at kborrelli@syossetfd.org.

Thank you for assistance with this matter.

Very truly yours,



Karen Borrelli
District Secretary/Treasurer

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Thomas Fitzsimmons, Superintendent, Massapequa Fire District, by letter dated May 6, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said District; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 13, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the District, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Massapequa Fire District to provide sand and salt, from November 1, 2019 through April 30, 2020.

#-

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

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

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : September 23, 2019
SUBJECT: Inter-Municipal Agreement with the
Massapequa Fire District for Sand and Salt

Thomas Fitzsimmons, Superintendent of the Massapequa Fire District, by letter dated May 6, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said District from November 1, 2019 through April 30, 2020.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 13, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Massapequa Fire District, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement.

JOSEPH NOCELLA
TOWN ATTORNEY


Matthew D. Fernando
Assistant Town Attorney

MDF:mdf
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Sand and salt mix- Massapequa Fire -2019-20. MDF.docx

INTER-MUNICIPAL AGREEMENT

DATED: September 20, 2019

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 MASSAPEQUA FIRE DISTRICT, a municipal corporation, having its principal business address at 1 Brooklyn Avenue, Massapequa, New York 11758 hereinafter called the "DISTRICT",

WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

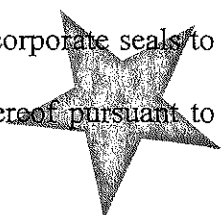
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.


FIFTH: 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 District representative, as the case may be.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.



REVIEWED:


Office of the Town Attorney
Elizabeth A. Fayman

TOWN OF OYSTER BAY

BY _____

MASSAPEQUA FIRE DISTRICT

BY: _____
Commissioner

[illegible]

On this _____ day of _____, 2019, 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 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 day of , 2019, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at _____, New York, that he is the _____ of the MASSAPEQUA FIRE DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that this agreement is authorized by order of the Board of said corporation, and that he signed his name thereto by like order.

Notary Public

BR

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

May 13, 2019

TO: JOSEPH NOCELLA, TOWN ATTORNEY

ATTENTION: THOMAS M. SABELLICO, DEPUTY TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAY

SUBJECT: MASSAPEQUA FIRE DISTRICT
INTER-MUNICIPAL AGREEMENT FOR SAND/SALT DURING 2019/2020
WINTER MONTHS FROM THE HIGHWAY DEPARTMENT

Attached, please find a letter from Thomas Fitzsimmons, Superintendent of the Massapequa Fire District.

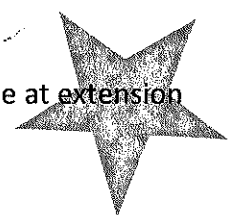
Superintendent Fitzsimmons is requesting an inter-municipal agreement with the Highway Department to purchase sand and salt during inclement weather on behalf of the fire district. This request is for the agreement to occur during the 2019/2020 winter months.

Please review the attached letter and apprise the Highway Department with the details of this agreement.

If you have any further questions regarding this, please feel free to contact me at extension 5770.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT



REC'D TOWN ATTORNEY
'19 MAY 15 AM 10:52

JPB/km
Att.

516-798-2648

MICHAEL HANNA
CHAIRMAN

JUSTIN T. McCaffrey
VICE CHAIRMAN

MICHAEL J. GANGE
GARY PERSICHETTI
JOSEPH GIORDANO
COMMISSIONERS

DEPUTY COMM/HIGHWAY

Kim M.

MASSAPEQUA FIRE DISTRICT

ONE BROOKLYN AVENUE
MASSAPEQUA, NEW YORK 11758-4851



RECEIVED
TOWN DEPT
MAY 07 19 PM 4:28

FAX: 516-798-3929

JOANNE RIGGIO
SECRETARY

WILLIAM DeMERS
TREASURER

SALVATORE SAPIENZA
JOSEPH FRANK
ATTORNEYS

May 6, 2019

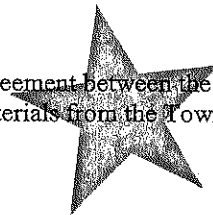
John P. Bishop, Deputy Commissioner
Town of Oyster Bay Highway Department
150 Miller Place
Syosset, NY 11791

Deputy Commissioner Bishop,

The Massapequa Fire District would like to request the creation of an inter-municipal agreement between the Massapequa Fire District and Town of Oyster Bay to allow us to obtain sand and salt materials from the Town Highway Department yards.

Thank you in advance for your cooperation in this matter.

Thomas Fitzsimmons
Superintendent



Reviewed By
Office of Town Attorney

WHEREAS, John E. Menig Jr., Chairman of the Board, Hicksville Fire District, by letter dated September 10, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said District; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated September 19, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the District, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Hicksville Fire District to provide sand and salt, from November 1, 2019 through April 30, 2020.

-#-

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

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

Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : September 23, 2019

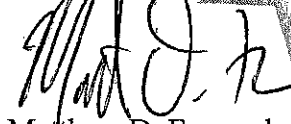
SUBJECT: Inter-Municipal Agreement with the
Hicksville Fire District for Sand and Salt

John E. Menig, Jr., Chairman of the Board of the Hicksville Fire District, by letter dated September 10, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said District from November 1, 2019 through April 30, 2020.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated September 19, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Hicksville Fire District, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew D. Fernando
Assistant Town Attorney

MDF:mdf
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Sand and salt mix- Hicksville Fire -2019-20. MDF.docx

INTER-MUNICIPAL AGREEMENT

DATED: September 20, 2019

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 HICKSVILLE FIRE DISTRICT, a municipal corporation, having its principal business address at 20 East Marie Street, Hicksville, New York 11801 hereinafter called the "DISTRICT",

WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : September 23, 2019
SUBJECT: Inter-Municipal Agreement with the
Hicksville Fire District for Sand and Salt

John E. Menig, Jr., Chairman of the Board of the Hicksville Fire District, by letter dated September 10, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said District from November 1, 2019 through April 30, 2020.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated September 19, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Hicksville Fire District, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement.

JOSEPH NOCELLA
TOWN ATTORNEY

Matthew D. Fernando
Assistant Town Attorney

MDF:mdf
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Sand and salt mix- Hicksville Fire -2019-20. MDF.docx


OFFICE OF THE TOWN ATTORNEY
FILE COPY

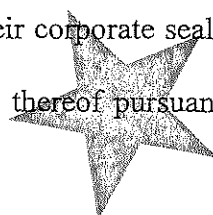
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

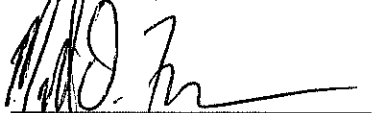
FIFTH: This agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the Town Attorney or District representative, as the case may be.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.



REVIEWED:


Office of the Town Attorney

TOWN OF OYSTER BAY

BY _____

HICKSVILLE FIRE DISTRICT

BY: _____
Commissioner

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 2019, 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 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

[illegible]

On this day of , 2019, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at _____, New York, that he is the _____ of the HICKSVILLE FIRE DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that this agreement is authorized by order of the Board of said corporation, and that he signed his name thereto by like order.

Notary Public

S:\Attorney\AGREEMENTS\Sand and Salt 2019\Sand-Salt Hicksville Fire District 2019-2020. MDF.docx

9/19

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

September 19, 2019

TO: JOSEPH NOCELLA, TOWN ATTORNEY

ATTENTION: THOMAS M. SABELLICO, SPECIAL COUNCEL

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAY

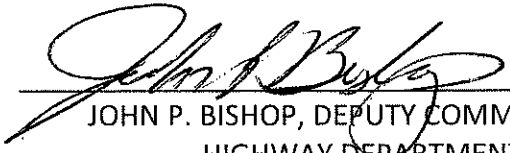
SUBJECT: HICKSVILLE FIRE DISTRICT REQUESTS FOR AN
INTER-MUNICIPAL AGREEMENT FOR SAND/SALT FOR THE 2019/2020
WINTER MONTHS FROM THE HIGHWAY DEPARTMENT

Attached, please find a letter from Mr. John E. Menig Jr., Chairman of the Board of the Hicksville Fire District dated, September 10, 2019.

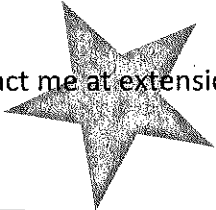
The Chairman, on behalf of the Hicksville Fire Department, requests an inter-municipal agreement with the Highway Department to purchase sand and salt, in order to provide an efficient emergency response during inclement weather for the 2019/2020 winter months.

Please review the attached letter and apprise the Highway Department the details of this agreement.

If you have any further questions regarding this, please feel free to contact me at extension 5770.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT



JPB/km
Att.

REC'D TOWN ATTORNEY
19 SEP 20 4:10:00



BOARD OF COMMISSIONERS

HICKSVILLE FIRE DISTRICT
20 EAST MARIE STREET
HICKSVILLE, N.Y. 11801-4304

Kim M.



BOARD MEETS SECOND
TUESDAY OF EACH MONTH

John E. Menig, Jr.
CHAIRMAN

William B. Blazo
VICE CHAIRMAN

Robert J. Lang
COMMISSIONER

Robert Dwyer
COMMISSIONER

Albert M. Merk
COMMISSIONER

ADDRESS ALL COMMUNICATIONS
TO THE SECRETARY

Laura Hinde
SECRETARY

Erin Bernaudo
TREASURER

DEPUTY COMMISSIONER

September 10, 2019

Town of Oyster Bay
Highway Department
150 Miller Place
Syosset NY 11791
ATT: John P. Bishop, Deputy Commissioner

Re: Inter-municipal agreement for sand & salt for 2019/2020

Dear Deputy Commissioner Bishop:

The Board of Fire Commissioners of the Hicksville Fire District is again requesting permission to obtain sand/salt from the Town of Oyster Bay Highway Department to use during snow emergencies in order to facilitate the efficient response of our emergency vehicles.

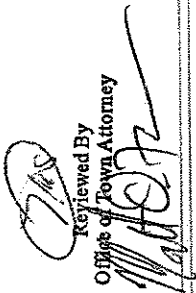
Please advise if this is possible and we look forward to hearing from you.

Respectfully submitted,

John E. Menig Jr.
John E. Menig Jr.
Chairman of the Board

/lh

Tel: 516/933-6445 • Fax: 516/933-6244 • lhinde@hicksvillefire.com

Reviewed By
Office of Town Attorney


WHEREAS, Eric G. Burel, Superintendent, Plainview Volunteer Fire Department, Inc., by letter dated June 17, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said Department; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated June 24, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the Department, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Department on request and the Department will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the Department will be responsible for the picking up the sand and salt, and the disposal of any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Plainview Volunteer Fire Department, Inc. to provide sand and salt, from November 1, 2019 through April 30, 2020.

-#-

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

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

Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : September 23, 2019

SUBJECT: Inter-Municipal Agreement with the
Plainview Volunteer Fire Department for Sand and Salt

Eric G. Burel, Superintendent of the Plainview Volunteer Fire Department, Inc., by letter dated June 17, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said Department from November 1, 2019 through April 30, 2020.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated June 24, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Plainview Volunteer Fire Department Inc., to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The Department will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement.

JOSEPH NOCELLA
TOWN ATTORNEY

Matthew D. Fernando
Assistant Town Attorney

MDF:mdf
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Sand and salt mix-Plainview Volunteer Fire -2019-20. MDF.docx

INTER-MUNICIPAL AGREEMENT

DATED: September 20, 2019

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 PLAINVIEW VOLUNTEER FIRE DEPARTMENT, a not for profit organization, having its principal business address at 885 Old Country Road, Plainview, New York, 11803 hereinafter called the "DEPARTMENT",

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DEPARTMENT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DEPARTMENT in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the DEPARTMENT in preparation and during snow storms for pick-up by the DEPARTMENT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The DEPARTMENT shall be solely responsible for the disposal of

all debris and other materials as a result of the sand and salt provided by the TOWN.

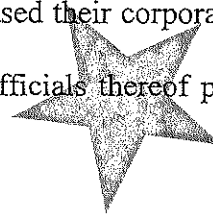
THIRD: The DEPARTMENT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the DEPARTMENT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the DEPARTMENT on a monthly basis showing the amounts owed for the previous month. The DEPARTMENT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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 Department representative, as the case may be.

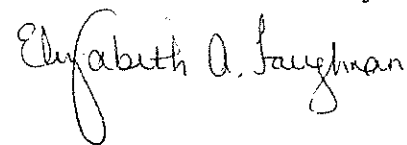
SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.



REVIEWED:


Office of the Town Attorney



TOWN OF OYSTER BAY

BY: _____

PLAINVIEW VOLUNTEER FIRE DEPARTMENT

BY: _____

[illegible]

On this _____ day of _____, 2019, 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 not for profit organization 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

[illegible]

On this day of , 2019, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at _____, New York, that he is the _____ of the PLAINVIEW VOLUNTEER FIRE DEPARTMENT, the not for profit organization described herein and which executed the foregoing instrument; that this agreement is authorized by order of the Board of said organization, and that he signed his name thereto by like order.

Notary Public

S:\Attorney\AGREEMENTS\Sand and Salt 2019\Sand-Salt Plainview Volunteer Fire Department 2019-2020.
MDF.docx

OK

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

June 24, 2019

TO: JOSEPH NOCELLA, TOWN ATTORNEY

ATTENTION: THOMAS M. SABELLICO, DEPUTY TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAY

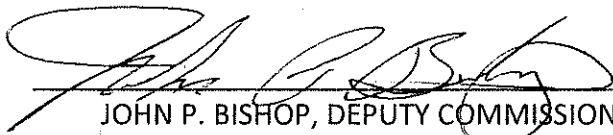
SUBJECT: PLAINVIEW VOLUNTEER FIRE DEPARTMENT
INTER-MUNICIPAL AGREEMENT FOR SAND/SALT
2019/2020 WINTER MONTHS FROM THE HIGHWAY DEPARTMENT

Attached, please find a letter from Eric G. Gurel, Superintendent of the Plainview Volunteer Fire Department Inc.

The Superintendent is requesting an inter-municipal agreement with the Highway Department to obtain sand and salt for the fire department during inclement weather. This request is for the agreement to occur during the 2019/2020 winter months.

Please review the attached letter and apprise the Highway Department with the details of this agreement.

If you have any further questions regarding this, please feel free to contact me at extension 5770.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

REC'D TOWN ATTORNEY
'19 JUN 26 PM 3:40

JPB/km
Att.



PLAINVIEW VOLUNTEER FIRE DEPARTMENT INC.

885 OLD COUNTRY ROAD, PLAINVIEW, NY 11803-4980
(516) 938-9601 • FAX (516) 938-9192

BOARD OF DIRECTORS
GERARD PETTI - CHAIRMAN

FRED SCHOPPMANN - 1st Vice Chairman
SPENCER ADELBERG - 2nd Vice Chairman
RICHARD TOUSEY - Secretary
MARTIN POLLACK - Treasurer

RECD BY HIGHWAY DEPT
JUN 21 11 19 PM '19

Km M



ERIC G. BUREL - Superintendent
JOSEPH GIORDANO - Fire Inspector
ROBERT G. McCAULEY - Asst. Treasurer
LEIGH T. MERTZ - Asst. Secretary
JEFFREY STERN - Legal Counsel
KYLE BRENGEL - Accountant

DEPUTY COMM/HIGHWAY

June 17, 2019

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

Dear Mr. Bishop,

The Board of Directors of the Plainview Volunteer Fire Department Inc. would like to ask your permission for access to a salt and sand yard. In the event of inclement weather, we would like to be able to have our maintenance staff obtain salt and/or sand for distribution on our grounds.

This will insure the safety of our responding firefighters and in turn, the safety of the people in our community. We do not anticipate needing to fill our pick-up truck more than three times per year. The Department will incur any expense for this service.

Thank you for your consideration in this matter.

Sincerely,

Eric G. Burel
Superintendent
Plainview Volunteer Fire Department Inc.

Reviewed By
Office of Town Attorney
Elizabeth A. Laughman

WHEREAS, Peter F. Logan, Superintendent, Jericho Water District, by letter dated May 15, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said District; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 22, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the Water District, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of all any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Jericho Water District to provide sand and salt, from November 1, 2019 through April 30, 2020.

-#

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

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

Town of Oyster Bay
Inter-Departmental Memo

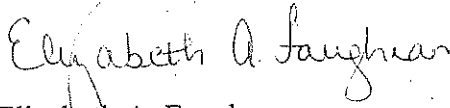
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : September 23, 2019
SUBJECT: Inter-Municipal Agreement with the
Jericho Water District for Sand and Salt

Peter F. Logan, Superintendent of the Jericho Water District, by letter dated May 15, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said District from November 1, 2019 through April 30, 2020.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 22, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Jericho Water District, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement. Please place this matter on the action calendar for October 22, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY


Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 JERICHO WATER DISTRICT, a municipal corporation, having its principal business address at 125 Convent Road, Syosset, N.Y. 11791, hereinafter called the "DISTRICT",

WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

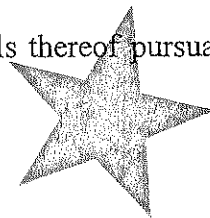
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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 District representative, as the case may be.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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:

Elizabeth A. Laughman
Office of the Town Attorney

BY _____

JERICOHO WATER DISTRICT

BY: _____
Commissioner

[illegible]

On this _____ day of _____, 2019, 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 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 day of , 2019, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at _____, New York, that he is the _____ of the JERICHOWATER DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that this agreement is authorized by order of the Board of said corporation, and that he signed his name thereto by like order.

Notary Public

5K

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 22, 2019

TO: OFFICE OF TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

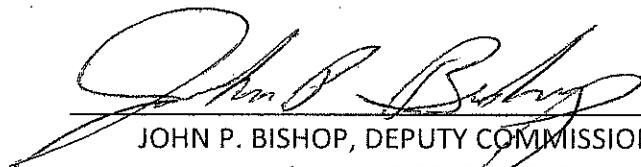
SUBJECT: JERICHO WATER DISTRICT REQUESTS AN
INTER-MUNICIPAL AGREEMENT FOR SAND & SALT FOR
2019/2020 WINTER MONTHS

Please see the attached correspondence dated, May 15, 2019, from Peter F. Logan, Superintendent of the Jericho Water District.

The Superintendent is requesting an inter-municipal agreement with the Town of Oyster Bay Highway Department to obtain sand and salt for the 2019/2020 winter months in the event of a snow emergency.

Please take whatever action you deem necessary in order to facilitate this inter-municipal agreement with the Jericho Water District and advise this department.

If you have any questions regarding this, please feel free to contact me at extension 5770.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

REC'D TOWN ATTORNEY
'19 MAY 23 PM 2:30

JPB/km
Att.



REC'D BY HIGHWAY DEPT
MAY 22 10 AM '19

DEPUTY COMM/HIGHWAY

THOMAS A. ABBATE, *Chairman*
JAMES ASMUS, *Secretary*
PATRICIA A. BECKERLE, *Treasurer*
PETER F. LOGAN, *Superintendent*
KATHLEEN CANNON, *Business Manager*

May 15th, 2019

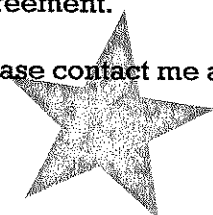
Town of Oyster Bay
Mr. John P. Bishop
Deputy Commissioner
Highway Department
150 Miller Place
Syosset, New York 11791

Re: Intermunicipal Agreement for Sand & Salt for 2019/2020

Deputy Commissioner Bishop,

I am in receipt of your letter dated April 30th, 2019, informing the District that in order to be able to obtain salt & sand during the winter months of 2019/2020, the District must enter into an intermunicipal agreement with the Town of Oyster Bay Highway Department. Please accept this letter as a request to enter into said agreement. Kindly forward any necessary paperwork to my attention so that we may proceed with the agreement.

Should you have any additional questions regarding this letter, please contact me at my office.



Sincerely,
Board of Commissioners

Peter F. Logan
Superintendent

INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 JERICHO WATER DISTRICT, a municipal corporation, having its principal business address at 125 Convent Road, Syosset, N.Y. 11791, hereinafter called the "DISTRICT",

WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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 District representative, as the case may be.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.

REVIEWED:

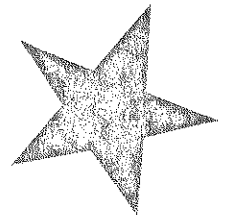
Office of the Town Attorney

TOWN OF OYSTER BAY

BY _____

JERICOHO WATER DISTRICT

BY: _____
Commissioner



STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On this day of , 2019, before me personally came

STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On this day of _____, 2019, before me personally came

.....

613

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : September 23, 2019


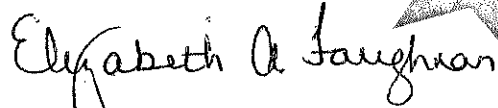
SUBJECT: Inter-Municipal Agreement with the
Jericho Public School District for Sand and Salt

Michael Hahn, Director of School Facilities & Operations of the Jericho Public School District, by letter dated May 14, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said District.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated August 29, 2019, recommended that the Town Board approve an Inter-Municipal Agreement with the Jericho Public School District, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-Municipal Agreement and draft Resolution approving same. Kindly add this matter to the action calendar for October 22, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY



Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

Reviewed By
Office of Town Attorney
Elizabeth A. Laughman

WHEREAS, Michael Hahn, Director of School Facilities & Operations, Jericho Public School District, by letter dated May 14, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said District; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated August 29, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the District, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of all any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Jericho Public School District to provide sand and salt, from November 1, 2019 through April 30, 2020.

-#-

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

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

INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 JERICHO PUBLIC SCHOOL DISTRICT, having its principal business address at 99 Cedar Swamp Road, Jericho, N.Y. 11753, hereinafter called the "DISTRICT",

WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the District in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

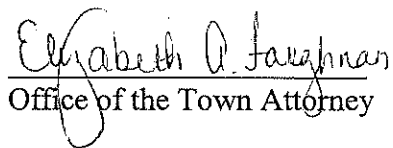
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FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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 District representative, as the case may be.

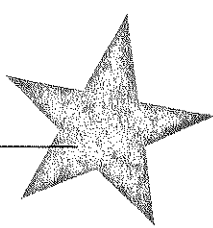
SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.

REVIEWED:

Office of the Town Attorney

TOWN OF OYSTER BAY

BY _____



JERICO PUBLIC SCHOOL DISTRICT

BY: _____

STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On this _____ day of _____, 2019, 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 this agreement was authorized by the Town Board of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On this day of , 2019, 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 JERICHO PUBLIC SCHOOL DISTRICT the municipal corporation described herein and which executed the foregoing instrument; that it was so affixed by order of the Board of said corporation, and that he signed his name thereto by like order.

BF

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

(second request)
August 29, 2019

TO: JOSEPH NOCELLA, TOWN ATTORNEY

ATTENTION: THOMAS M. SABELLICO, SPECIAL COUNCEL

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAY

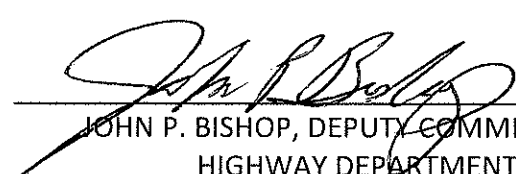
SUBJECT: JERICHO PUBLIC SCHOOLS REQUESTS AN
INTER-MUNICIPAL AGREEMENT FOR SAND/SALT FOR THE 2019/2020
WINTER MONTHS FROM THE HIGHWAY DEPARTMENT

Attached, please find a letter from Mr. Michael Hahn, Director of School Facilities & Operations, Jericho Public Schools dated, May 14, 2019. Please review the back-up attached to this file as this request was submitted this past May of 2019. I was furnished with the prior year's resolution, 209-2019 which expired April 30, 2019, thus was inconsistent with the new letter of request from the school district as per their May 14, 2019 letter. Therefore, a new resolution is needed for this request.

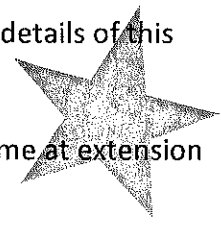
The school district is requesting an inter-municipal agreement with the Highway Department to purchase sand and salt during inclement weather. The district is requesting this agreement to occur during the winter months of 2019/2020.

Please review the attached letter and apprise the Highway Department the details of this agreement.

If you have any further questions regarding this, please feel free to contact me at extension 5770.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT



JPB/km
Att.

RECEIVED
113 387



Jericho Public Schools

99 Cedar Swamp Road, Jericho, NY 11753

(516) 203-3600

SUCCESS FOR EVERY STUDENT

Michael A. Hahn

Director of School Facilities & Operations
516-203-3600 ext.3233/Fax: 516-203-3671

May 14, 2019

John P. Bishop, Deputy Commissioner
Highway Department
150 Miller Place
Syosset, NY 11791

Re: Inter Municipal Agreement for Sand and Salt for 2019/2020

Dear Mr. Bishop,

Please advise what we would have to do to obtain salt and sand from the Highway Department. Thank you very much.

Sincerely,

Michael Hahn
Director of School Facilities & Operations

MH/ds



TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

March 8, 2019


TO: JOSEPH NOCELLA, TOWN ATTORNEY
ATTENTION: THOMAS M. SABELLICO, DEPUTY TOWN ATTORNEY
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAY
SUBJECT: JERICO PUBLIC SCHOOLS REQUESTS AN
INTER-MUNICIPAL AGREEMENT FOR SAND/SALT FOR THE
WINTER MONTHS FROM THE HIGHWAY DEPARTMENT

Attached, please find a letter from Mr. Michael Hahn, Director of School Facilities & Operations, Jericho Public Schools.

- The school district is requesting an inter-municipal agreement with the Highway Department to purchase sand and salt during inclement weather. The district is requesting this agreement to occur during the winter months.

Please review the attached letter and apprise the Highway Department the details of this agreement.

If you have any further questions regarding this, please feel free to contact me at extension 5770.


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/km
Att.



Jericho Public Schools

99 Cedar Swamp Road, Jericho, NY 11753
(516) 203-3600

SUCCESS FOR EVERY STUDENT

Kim M.

REC'D BY HIGHWAY DEPT
MAR 5 '19 PM 2:44

Michael J. Hahn

Director of School Facilities & Operations
516-203-3600 ext.3233/Fax: 516-203-3671

March 1, 2019

John P. Bishop, Deputy Commissioner
Highway Department
150 Miller Place
Syosset, NY 11791

Re: Inter Municipal Agreement for Sand and Salt for 2018/2019

Dear Mr. Bishop,

Please advise what we would have to do to obtain salt and sand from the Highway Department. Thank you very much.

Sincerely,



Michael Hahn
Director of School Facilities & Operations

MH/ds

Kim Melworm

From: Kim Melworm
Sent: Tuesday, May 14, 2019 3:21 PM
To: Elizabeth Faughnan
Cc: John Bishop
Subject: FW: Jericho new memo FW: Scanned from a Xerox Multifunction Printer
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Beth
I called Jericho School District regarding the discrepancy on the dates of the IMA. I confirmed with Donna that this is for sand and salt for the upcoming winter months of 2019/2020. I also spoke to John, please review and revise the date to read: effective November 15, 2019 and shall terminate on April 30, 2020.

Thank you
Kim

From: Donna Schechter [<mailto:dschechter@jerichoschools.org>]
Sent: Tuesday, May 14, 2019 3:04 PM
To: Kim Melworm
Subject: Jericho new memo FW: Scanned from a Xerox Multifunction Printer

Attached is the new memo, thank you, Donna

Donna Schechter Secretary to Michael Hahn Director of School Facilities & Operations Jericho Public School District 99 Cedar Swamp Road Jericho, NY 11753 Phone # 516-203-3600 extension 3233 Fax # 516-203-3671
dschechter@jerichoschools.org

-----Original Message----- From: xerox@jerichoschools.org <xerox@jerichoschools.org> Sent: Tuesday, May 14, 2019 2:36 PM To: Donna Schechter <dschechter@jerichoschools.org> Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: Device Name: XRX9C934E4A68F4

For more information on Xerox products and solutions, please visit <http://www.xerox.com>



Jericho Public Schools

99 Cedar Swamp Road, Jericho, NY 11753

(516) 203-3600

SUCCESS FOR EVERY STUDENT

Michael A. Hahn

Director of School Facilities & Operations
516-203-3600 ext.3233/Fax: 516-203-3671

May 14, 2019

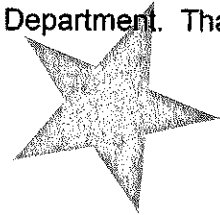
John P. Bishop, Deputy Commissioner
Highway Department
150 Miller Place
Syosset, NY 11791

Re: Inter Municipal Agreement for Sand and Salt for 2019/2020

Dear Mr. Bishop,

Please advise what we would have to do to obtain salt and sand from the Highway Department. Thank you very much.

Sincerely,



Michael Hahn
Director of School Facilities & Operations

MH/ds

INTER-MUNICIPAL AGREEMENT

*The dates on this
agreement are
incorrect.*

DATED: May 3, 2019

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 Jericho School District, having its principal business address at 99 Cedar Swamp Road, Jericho, N.Y. 11753, hereinafter called the "DISTRICT",

WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the District in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

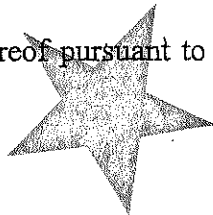
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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 District representative, as the case may be.

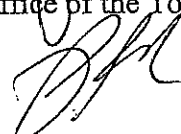
SIXTH: This agreement is effective *nunc pro tunc* from November 15, 2018 and ~~shall terminate on April 30, 2019~~ unless extended by mutual agreement between the parties.

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:

Elizabeth A. Laughman
Office of the Town Attorney


BY

JERICHO SCHOOL DISTRICT

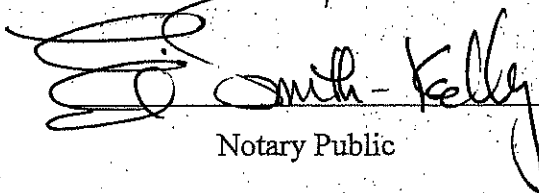
BY:

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this 3 day of MAY, 2019, before me personally came Gregory W. Carmon Jr., to me known, who, being by me duly sworn, did depose and say that he resides at 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 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

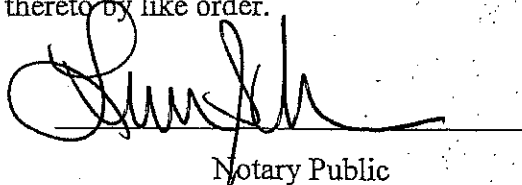
ERIN SMITH-KELLY
Notary Public, State of New York
No. 01SM4777920
Qualified in Nassau County
Commission Expires September 30, 2022

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this 16 day of APRIL, 2019, before me personally came William Ferro, to me known, who, being by me duly sworn, did depose and say that he resides at BROOKVILLE, NY; that he is the BOE President of the JERICHO SCHOOL DISTRICT 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 District of said corporation, and that he signed his name thereto by like order.


Notary Public

LISA SCHNEIDER
Notary Public, State of New York
No. 5010279
Qualified in Nassau County
Commission Expires March 30, 2023

to agreement
dates are all
incorrect

This was reso sent but is
incorrect, already expired

JD

Meeting of March 26, 2019

Resolution No. 209-2019

Reviewed By
Office of Town Attorney
Elizabeth A. Fughman

WHEREAS, Michael Hahn, Director of School Facilities & Operations of the Jericho School District, by letter dated March 1, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said District; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated March 8, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the School District, *nunc pro tunc*, from November 15, 2018 to April 30, 2019, to provide sand and salt; and

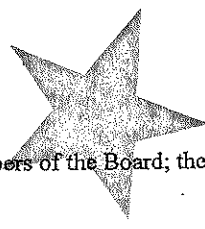
This is
expired

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of all any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Jericho School District to provide sand and salt, *nunc pro tunc* from November 15, 2018 through April 30, 2019.

#



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

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

cc: Supervisor
Town Attorney
Comptroller
Highway

Reviewed By
Office of Town Attorney
Elizabeth A. Laughon

WHEREAS, Robert W. Fagiola, Mayor, Incorporated Village of Lattingtown, by letter dated May 7, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said Village; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 21, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the Village, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of all any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Lattingtown to provide sand and salt, from November 1, 2019 through April 30, 2020.

-#-

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

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

Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : September 23, 2019

SUBJECT: Inter-Municipal Agreement with the
Incorporated Village of Lattingtown for Sand and Salt

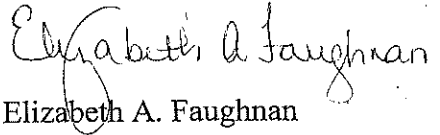
Robert W. Fagiola, Mayor, Incorporated Village of Lattingtown, by letter dated May 7, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said Village from November 1, 2019 through April 30, 2020.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 21, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Incorporated Village of Lattingtown, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The Village will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement. Please place this matter on the action calendar for October 22, 2019.



JOSEPH NOCELLA
TOWN ATTORNEY


Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 LATTINGTOWN, a municipal corporation, having its principal business address at 299 Lattingtown Road, P.O. Box 488, Locust Valley, N.Y. 11560, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The VILLAGE shall be solely responsible for the disposal of all

debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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:

Elizabeth A. Laughman
Office of the Town Attorney

BY _____

INCORPORATED VILLAGE OF LATTINGTOWN

BY: _____

Mayor



STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On this day of , 2019, 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 this agreement was authorized by order of the Town Board of said corporation,

and that he signed his name thereto by like order.

STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU

On this day of _____, 2019, 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 _____

INCORPORATED VILLAGE OF LATTINGTOWN, the municipal corporation described

herein and which executed the foregoing instrument; that this agreement was authorized by order

of the Village Board of said corporation, and that he signed his name thereto by like order

BR

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 21, 2019

TO: OFFICE OF TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

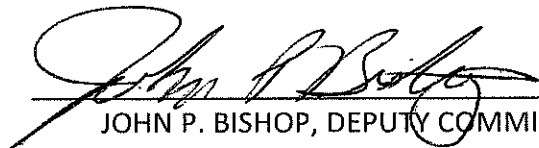
SUBJECT: TOWN OF OYSTER BAY HIGHWAY DEPARTMENT AND THE
INCORPORATED VILLAGE OF LATTINGTOWN REQUESTS AN
INTER-MUNICIPAL AGREEMENT FOR SAND & SALT

Please see the attached correspondence dated, May 7, 2019, from Robert W. Fagiola, Mayor of the Incorporated Village of Lattingtown.

The Mayor is requesting an inter-municipal agreement with the Town of Oyster Bay Highway Department to obtain sand and salt for the 2019/2020 winter months in the event of a snow emergency.

Please take whatever action you deem necessary in order to facilitate this inter-municipal agreement with the Village of Lattingtown and advise this department.

If you have any questions regarding this, please feel free to contact me at extension 5770.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

REC'D TOWN ATTORNEY
'19 MAY 22 AM 11:00

JPB/km
Att.

The Incorporated Village of Lattingtown

299 Lattingtown Road

P.O. Box 488

Locust Valley, New York 11560

Phone 516-676-6920

Fax 516-676-8220

DEPUTY COMM/HIGHWAY

Robert W. Fagiola, Mayor

Trustees

Stephen Ely

Carol M. Harrington

Peter Picoli

Andrea Volpe

Kathleen F. Picoli, Clerk-Treasurer

Humes & Wagner, attorneys for the Village

May 7, 2019

John P. Bishop, Deputy Commissioner

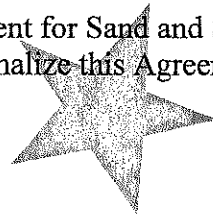
Highway Department

150 Miller Place

Syosset, N.Y. 11791

Dear Mr. Bishop,

The Village of Lattingtown would like to participate in an Inter Municipal Agreement for Sand and Salt with the Town of Oyster Bay for 2019/2020. Please send the necessary documentation to finalize this Agreement.



Sincerely,

Robert W. Fagiola

Mayor

Inc. Village of Lattingtown

516-676-6920

INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 LATTINGTOWN, a municipal corporation, having its principal business address at 299 Lattingtown Road, P.O. Box 488, Locust Valley, N.Y. 11560, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The VILLAGE shall be solely responsible for the disposal of all

debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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 _____

INCORPORATED VILLAGE OF LATTINGTOWN

BY: _____
Mayor



[illegible]

On this day of , 2019, 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 this agreement was authorized by order of the Town Board of said corporation,
and that he signed his name thereto by like order.

Notary Public

[illegible]

On this _____ day of _____, 2019, 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 INCORPORATED VILLAGE OF LATTINGTOWN, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

MS
Reviewed By
Office of Town Attorney
Elizabeth A. Langdon

WHEREAS, Hon. Daniel H. Serota, Mayor, Incorporated Village of Brookville ("Village"), by letter dated May 17, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said Village; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 22, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the Village, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of all any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Brookville to provide sand and salt, from November 1, 2019 through April 30, 2020.

-#-

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

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

Town of Oyster Bay
Inter-Departmental Memo

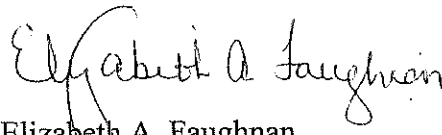
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : September 23, 2019
SUBJECT: Inter-Municipal Agreement with the
Incorporated Village of Brookville for Sand and Salt

Hon. Daniel H. Serota, Mayor, Incorporated Village of Brookville, by letter dated May 17, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said Village from November 1, 2019 through April 30, 2020.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 22, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Incorporated Village of Brookville, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The Village will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement. Please place this matter on the action calendar for October 22, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY


Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Sand and salt mix- Brookville -2019-20. EAF.docx

INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 BROOKVILLE, a municipal corporation, having its principal business address at 18 Horse Hill Road, Brookville, N.Y. 11545, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.

REVIEWED:

Elizabeth A. Laughman
Office of the Town Attorney

TOWN OF OYSTER BAY

BY _____

INCORPORATED VILLAGE OF BROOKVILLE

BY: _____
Mayor



STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On this day of , 2019, before me personally came

STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On this day of _____, 2019, before me personally came

82

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 22, 2019

TO: OFFICE OF TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

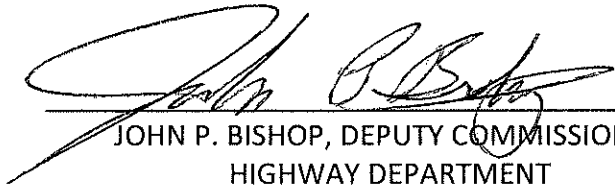
SUBJECT: INCORPORATED VILLAGE OF BROOKVILLE REQUESTS AN
INTER-MUNICIPAL AGREEMENT FOR SAND & SALT FOR
2019/2020 WINTER MONTHS

Please see the attached correspondence dated, May 17, 2019, from Daniel H. Serota, Mayor of the Incorporated Village of Brookville.

The Mayor is requesting an inter-municipal agreement with the Town of Oyster Bay Highway Department to obtain sand and salt for the 2019/2020 winter months in the event of a snow emergency.

Please take whatever action you deem necessary in order to facilitate this inter-municipal agreement with the Incorporated Village of Brookville and advise this department.

If you have any questions regarding this, please feel free to contact me at extension 5770.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

REC'D TOWN ATTORNEY
'19 MAY 23 PM 2:49

JPB/km
Att.

DANIEL H. SEROTA, MAYOR

TRUSTEES

ROBERT C. ANTONUCCI
CAROLINE Z. BAZZINI
EDWARD J. CHESNIK
ROBERT D. SPINA



18 HORSE HILL ROAD
BROOKVILLE, NEW YORK 11545
(516) 626-0973

Kmm
REC'D BY HIGHWAY DEPT
MAY 22 19 49:29

DEPUTY COMM/HIGHWAY

WINSOME CITARELLA
CLERK & TREASURER
PH: 626-1792 FAX: 626-7621

TIMOTHY H. DOUGHERTY
SUPERINTENDENT OF
BUILDING DEPT. & ADMINISTRATOR
PH: 626-0973 FAX: 626-7621

JOHN M. CHASE, ESQ.
VILLAGE ATTORNEY
PH: 671-5880 FAX: 671-0740

May 17, 2019

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

Dear Mr. Bishop

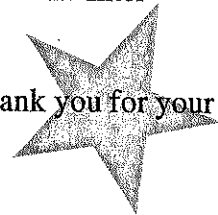
Please accept this letter as a formal request by the Village of Brookville to purchase road salt and/or salt/sand mix directly from the Town of Oyster Bay as per the Inter-Municipal Agreement for Sand & Salt for 2019/2020.

Please do not hesitate to contact me for any further information. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Serota", with a stylized flourish at the end.

Daniel, H. Serota
Mayor



INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 BROOKVILLE, a municipal corporation, having its principal business address at 18 Horse Hill Road, Brookville, N.Y. 11545, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.

REVIEWED:

TOWN OF OYSTER BAY

Office of the Town Attorney

BY _____



INCORPORATED VILLAGE OF BROOKVILLE

BY: _____
Mayor

[illegible]

On this day of , 2019, 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 this agreement was authorized by order of the Town Board of said corporation,
and that he signed his name thereto by like order.

Notary Public

[illegible]

On this _____ day of _____, 2019, 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 INCORPORATED VILLAGE OF BROOKVILLE, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

MS
Reviewed By
Office of Town Attorney
Elizabeth A. Fairman

WHEREAS, Hon. Elliot S. Conway, Mayor, Incorporated Village of Upper Brookville ("Village"), by letter dated May 8, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said Village; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 29, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the Village, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of all any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Upper Brookville to provide sand and salt, from November 1, 2019 through April 30, 2020.

#

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

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

Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : September 23, 2019

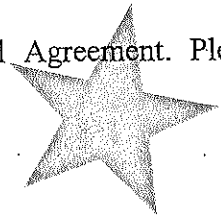
SUBJECT: Inter-Municipal Agreement with the
Incorporated Village of Upper Brookville for Sand and Salt

Hon. Elliot S. Conway, Mayor, Incorporated Village of Upper Brookville, by letter dated May 8, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said Village from November 1, 2019 through April 30, 2020.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 29, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Incorporated Village of Upper Brookville, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The Village will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement. Please place this matter on the action calendar for October 22, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY



Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 UPPER BROOKVILLE, a municipal corporation, having its principal business address at P.O. Box 548, Oyster Bay, N.Y. 11771, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

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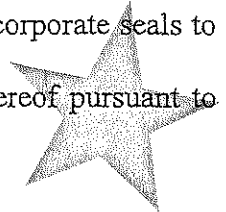
THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

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FIFTH: 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.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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:

Elizabeth A. Laughman
Office of the Town Attorney

BY _____

INCORPORATED VILLAGE OF UPPER BROOKVILLE

BY: _____
Mayor

STATE OF NEW YORK .)

) SS.:

COUNTY OF NASSAU)

On this day of , 2019, before me personally came

Notary Public

STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On this day of _____, 2019, before me personally came

Notary Public

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

May 29, 2019

TO: OFFICE OF TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

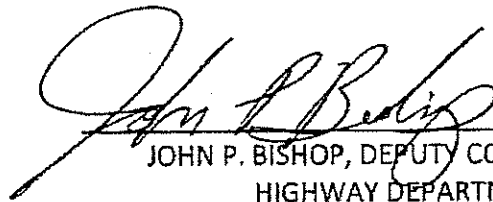
SUBJECT: INCORPORATED VILLAGE OF UPPER BROOKVILLE REQUESTS AN
INTER-MUNICIPAL AGREEMENT FOR SAND & SALT FOR
2019/2020 WINTER MONTHS

Please see the attached correspondence dated, May 8, 2019, from Elliot S. Conway, Mayor of the Incorporated Village of Upper Brookville.

The Mayor is requesting an inter-municipal agreement with the Town of Oyster Bay Highway Department to obtain sand and salt for the 2019/2020 winter months in the event of a snow emergency.

Please take whatever action you deem necessary in order to facilitate this inter-municipal agreement with the Incorporated Village of Upper Brookville and advise this department.

If you have any questions regarding this, please feel free to contact me at extension 5770.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

INCORPORATED VILLAGE OF UPPER BROOKVILLE

P.O. BOX 548
OYSTER BAY, NY 11771
www.upperbrookville.org
Phone: 516 624 7715
Fax: 516 624 7137

Mayor

Elliot S. Conway

Board of Trustees

Antje B. Dolido
Carl A. Friedrich
Edward J. Madden Jr.
Innis O'Rourke III, M.D.

REC'D BY HIGHWAY DEPT
MAY 29 19 AM 10:14

Kim M.

HIGHWAY DEPARTMENT

May 8, 2019

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

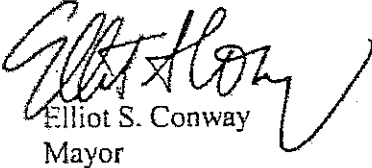
ATTN: John P. Bishop, Deputy Commissioner

Mr. Bishop,

The Village of Upper Brookville is requesting renewal of Inter Municipal Agreement for Sand & Salt for 2019/2020.

Please advise if there is anything else that is required in order to process this request.

Sincerely,


Elliot S. Conway
Mayor

INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 UPPER BROOKVILLE, a municipal corporation, having its principal business address at P.O. Box 548, Oyster Bay, N.Y. 11771, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The VILLAGE shall be solely responsible for the disposal of all

debris and other materials as a result of the sand and salt provided by the TOWN.

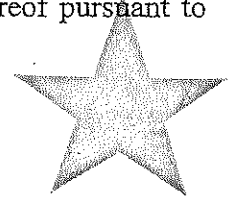
THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.



REVIEWED: TOWN OF OYSTER BAY

Office of the Town Attorney

BY _____

INCORPORATED VILLAGE OF UPPER BROOKVILLE

BY: _____
Mayor

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of , 2019, 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 this agreement was authorized by order of the Town Board of said corporation,
and that he signed his name thereto by like order.

Notary Public

[illegible]

On this day of , 2019, 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
INCORPORATED VILLAGE OF UPPER BROOKVILLE, the municipal corporation described
herein and which executed the foregoing instrument; that this agreement was authorized by order
of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

Meeting of October 22, 2019

Resolution No. 617-2019

WHEREAS, Hon. Sandra Albro, Village Clerk, Incorporated Village of Old Brookville ("Village"), by letter dated June 11, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said Village; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated June 19, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the Village, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of all any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Old Brookville to provide sand and salt, from November 1, 2019 through April 30, 2020.

-#-

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

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

Town of Oyster Bay
Inter-Departmental Memo

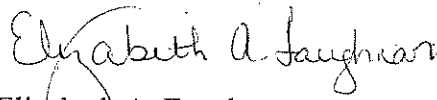
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : September 23, 2019
SUBJECT: Inter-Municipal Agreement with the
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Attached herewith is the abovementioned Inter-municipal Agreement. Please place this matter on the action calendar for October 22, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY


Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 OLD BROOKVILLE, a municipal corporation, having its principal business address at 201 McCouns Lane, Old Brookville, N.Y. 11545, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

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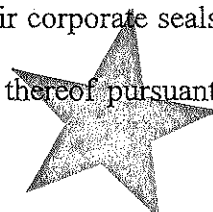
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IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.



TOWN OF OYSTER BAY

REVIEWED:

Elizabeth A. Laughman
Office of the Town Attorney

BY _____

INCORPORATED VILLAGE OF OLD BROOKVILLE

BY: _____
Mayor

[illegible]

On this day of , 2019, 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 this agreement was authorized by order of the Town Board of said corporation,
and that he signed his name thereto by like order.

Notary Public

[illegible]

On this day of , 2019, 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 INCORPORATED VILLAGE OF OLD BROOKVILLE, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

BF

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

June 19, 2019

TO: JOSEPH NOCELLA, TOWN ATTORNEY

ATTENTION: THOMAS M. SABELLICO, DEPUTY TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAY

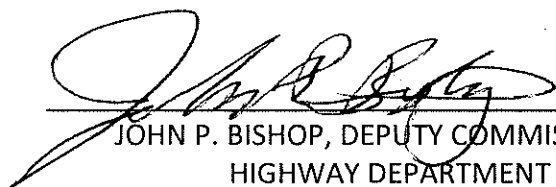
SUBJECT: THE VILLAGE OF OLD BROOKVILLE
INTER-MUNICIPAL AGREEMENT FOR SAND/SALT
2019/2020 WINTER MONTHS FROM THE HIGHWAY DEPARTMENT

Attached, please find a letter from Village Clerk, Sandra Albro on behalf of the Village of Old Brookville.

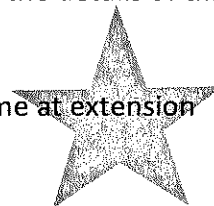
Ms. Albro is requesting an inter-municipal agreement with the Highway Department to obtain sand and salt during inclement weather for the Village. This request is for the agreement to occur during the 2019/2020 winter months.

Please review the attached letter and apprise the Highway Department with the details of this agreement.

If you have any further questions regarding this, please feel free to contact me at extension 5770.

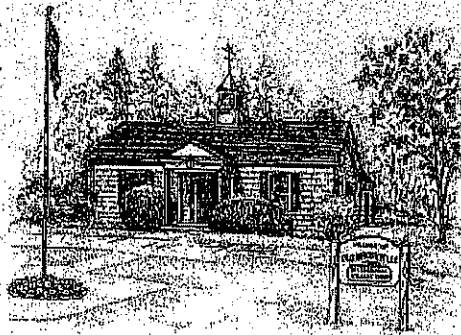


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT



REC'D TOWN ATTORNEY
'19 JUN 20 PM3:40

JPB/km
Att.



HIGHWAY DEPARTMENT
Kim M.

REC'D BY HIGHWAY DEPT
JUN 17 19 AM 8:34

Village of Old Brookville
201 McCouns Lane, Old Brookville, NY 11545
Tel. (516) 671-4664 Fax. (516) 671-4725

June 11, 2019

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

Re: Renewal of Inter Municipal Agreement for Sand & Salt for 2019/2020

Dear Mr. Bishop:

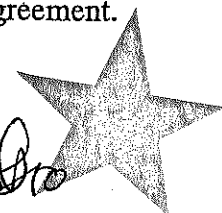
This will confirm our wish to obtain sand and salt material from the Town of Oyster Bay facility for the 2019/2020 winter season.

Please provide us with the necessary paperwork in order to renew our agreement.

Thank you.

Sandra Albro

Sandra Albro
Village Clerk



INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 OLD BROOKVILLE, a municipal corporation, having its principal business address at 201 McCouns Lane, Old Brookville, N.Y. 11545, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The VILLAGE shall be solely responsible for the disposal of all

debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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.

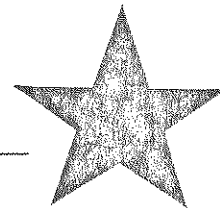
SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.

REVIEWED: TOWN OF OYSTER BAY

Office of the Town Attorney

BY _____



INCORPORATED VILLAGE OF OLD BROOKVILLE

BY: _____
Mayor

[illegible]

On this _____ day of _____, 2019, 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 this agreement was authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

[illegible]

On this day of , 2019, 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
INCORPORATED VILLAGE OF OLD BROOKVILLE, the municipal corporation described
herein and which executed the foregoing instrument; that this agreement was authorized by order
of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

WHEREAS, the New York State Department of Transportation (NYSDOT) has required the Town to maintain a License and Permit Bond, in the amount of \$10,000.00, to ensure the Town's performance of its obligation during highway repair and/or construction; and

WHEREAS, the Town currently meets this continuing obligation through a Bond issued by Utica Mutual Insurance Company which expires on November 2, 2019; and

WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated September 12, 2019, recommended that the Bond from Utica Mutual Insurance Company be renewed, through Salerno Brokerage Corp., for the period from November 2, 2019 to November 2, 2020, for an annual premium in the amount of \$100.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to renew the bond from Utica Mutual Insurance Company, through Salerno Brokerage Corp., for the period from November 2, 2019 to November 2, 2020, and the Comptroller is hereby authorized and directed to make payment for same, in the amount of \$100.00, with funds to be drawn from Account No. HWY DB 5110 44900 000 0000.

-#-

Reviewed By
Office of Town Attorney

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

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

21

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 12, 2019

SUBJECT: Bond – New York State Department of Transportation (Highway Work Permit)
Bond Limit - \$10,000.00

In connection with the above referenced matter, the New York State Department of Transportation (NYSDOT) requires the Town to maintain a License and Permit Bond, in the amount of \$10,000.00, to ensure the Town's performance of its obligation during highway repair and/or construction, which the Town holds, obtained from Utica Mutual Insurance Company, through its agent, Salerno Brokerage Corp. This office recommends that the Town renew the Bond which expires on November 2, 2019. The renewal premium for this bond, which will be in effect for the period from November 2, 2019 to November 2, 2020, is \$100.00, with said funds to be drawn from Account No. HWY DB 5110 44900 000 0000.

JOSEPH NOCELLA
TOWN ATTORNEY



Paul S. Ehrlich
Deputy Town Attorney

PSE:ba
Enclosure
2017-5834.007
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\NYSDOTpermitBond PSE.docx

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 13, 2019, authorized the Highway Department to clean up the premises located at 19 Carman Boulevard, Massapequa, New York 11758, also known as Section 66, Block 104, Lots 72 to 73 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 23, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 19, 2019, in the total amount of \$1,420.01, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 23, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,420.01 may be assessed by the Legislature of the County of Nassau against the parcel known as 19 Carman Boulevard, Massapequa, New York 11758, also known as Section 66, Block 104, Lots 72 to 73 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

22

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 23, 2019

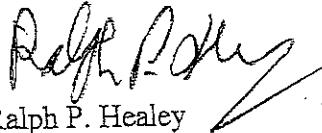
SUBJECT: Property Cleanup Assessment
19 Carman Boulevard, Massapequa, New York 11758
Section 66, Block 104, Lots 72 to 73

The Department of Planning and Development, by memorandum dated June 13, 2019, directed the Highway Department to clean the premises located at 19 Carman Boulevard, Massapequa, New York 11758, also known as Section 66, Block 104, Lots 72 to 73 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 29, 2019, advised that the property was cleaned by a crew from the Highway Department on June 19, 2019. The cost incurred by the Town of Oyster Bay was \$1,420.01.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

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

Jun. 14. 2019 1:53PM

No. 0704 P. 5 2019-7260

TOWN OF OYSTER BAY

Inter-Departmental Memo
June 13, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 19 Carman Blvd, Massapequa, NY 11758
SBL: 66-104-72 -73

Nov. (No.19888 was issued to the owner of the above-referenced premises 6/04/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54
I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js
cc: Joseph Nocella, Town Attorney

190000302

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

THIS INDENTURE, made the 28th day of September, 2006

BETWEEN

KOZERSKI FAMILY HOME TRUST, 400 Garden City Plaza, Suite 420, Garden City, N.Y. 11530

party of the first part, and

JOSEPH M. FERRARA, Jr., residing at 10 Franklin Blvd., Apt 406, Long Beach, New York 11561

party of the second part,

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

Six Hundred Fifty Thousand (\$650,000.00) 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 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"

Said premises being known as 19 Corman Blvd
Massapequa NY 11758

Said premises being the same as conveyed to
the grantor by deed dated 9/28/06 to be recorded.
Simultaneously herewith.

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" when ever 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:

JOHN PETITON, TRUSTEE

Sec 66

Block

104

Lots

72-73

AL

Town of Oyster Bay
Inter- Departmental Memo

June 29, 2019

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

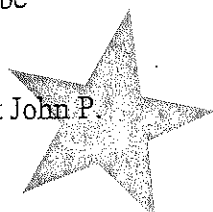
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

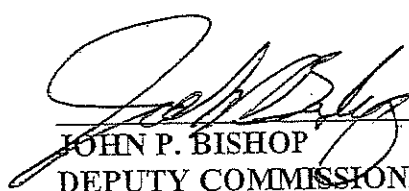
SUBJECT: 19 CARMAN BLVD., MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,420.01.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

RECEIVED JUN 30 2019
15 PACE HALL



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (66-104-72) 19 CARMAN BLVD MASSAPEQUA 11758

Date Jun 19, 2019

Work Order # 60657

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|-------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| DONALD CHANDLER | General Maintenance | 00:00 | \$45.50 | 01:00 | 1.5 | \$68.25 |
| GIACOMO GRANDINE | General Maintenance | 00:00 | \$53.22 | 01:00 | 1.5 | \$79.83 |
| CHRISTOPHER MOORE | General Maintenance | 00:00 | \$26.03 | 01:00 | 1.5 | \$39.05 |
| DERRICK SCOTT | General Maintenance | 00:00 | \$41.25 | 01:00 | 1.5 | \$61.88 |
| Total Labor | | | | | | \$249.01 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|---|---------------|-------|-----------|
| PU409 | PICK UP 2011 FORD F250 TAN (11 / 007) | \$79.00 | 01:00 | \$79.00 |
| TD667 | PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022) | \$79.00 | 01:00 | \$79.00 |
| TD728 | POWER WAGON 2015 T-245 | \$105.00 | 01:00 | \$105.00 |
| TO090 | TRACTOR 2001 NEHO TN65 BLUE (LT-3 / LT3) | \$158.00 | 01:00 | \$158.00 |
| Total Equipment | | | | \$421.00 |

Materials

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

Grand Total \$1420.01

Description of Work:

CLEAN UP 19 CARMAN BLVD MS

Signature

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 29, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 30, 2019, authorized the Highway Department to clean up the premises located at 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 23, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 4, 2019, in the total amount of \$1,291.95, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 23, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,291.95 may be assessed by the Legislature of the County of Nassau against the parcel known as 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

23

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 23, 2019

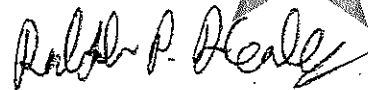
SUBJECT: Property Cleanup Assessment
43 Maxwell Drive, Westbury, New York 11590
Section 11, Block 428, Lot 24

The Department of Planning and Development, by memorandum dated May 30, 2019, directed the Highway Department to clean the premises located at 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 10, 2019, advised that the property was cleaned by a crew from the Highway Department on June 4, 2019. The cost incurred by the Town of Oyster Bay was \$1,291.95.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

2019-7262

TOWN OF OYSTER BAY

**Inter-Departmental Memo
May 30, 2019**

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 43 Maxwell Dr. Westbury, NY 11590
SBL: 11-428-24

Nov. (No.19809 was issued to the owner of the above-referenced premises 5/20/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

②

ME/js

cc: Joseph Nocella, Town Attorney

WCSP

Standard N.Y.R.T.U. Form 8002 -

-Bargain and Sale Deed, with Covenant against Grantor's Acts--Individual or Corporation (single sheet)

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

THIS INDENTURE, made the 4th day of January, nineteen hundred and ninety five
BETWEEN Security Pacific Realty Corp., a corporation with offices at
1400 Old Country Road, Westbury, NY 11590

party of the first part, and Leon Nablett, residing at 1045 St. John's Place,
Brooklyn, NY 11263

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

at Hicksville in the Town of Oyster Bay, County of Nassau and State of New York, known as and by lot 24 in Block 428 as shown and designated on a certain map entitled "Map of Imperial Gardens Section No. 3, situated at Hicksville, Nassau County, New York, surveyed October 1957, Baldwin & Cornelius Co., Civil Engineers and Surveyors, Freeport, NY" and filed in the Office of the Clerk of the County of Nassau, September 18, 1958, under File No. 7074, and which said lot according to said map is bounded and described as follows:

BEGINNING at a point on the northeasterly side of Maxwell Drive distant 239.06 feet northwesterly from the extreme northwesterly end of the arc connecting the northwesterly side of Robbins Lane with the northeasterly side of Maxwell Drive;

RUNNING THENCE northwesterly along the northeasterly side of Maxwell Drive the following two courses and distances:

- 1) along the arc of a circle bearing to the left having a radius of 250 feet a distance of 0.75 feet;
- 2) North 48 degrees 02 minutes West 74.36 feet;

THENCE North 41 degrees 58 minutes East 100 feet;

THENCE South 48 degrees 02 minutes East 75 feet;

THENCE South 41 degrees 58 minutes West 100 feet to the northeasterly side of Maxwell Drive, the point or place of BEGINNING.

BEING AND INTENDED TO BE same premises grantor acquired by Deed dated 7/26/94 and recorded 11/17/94 in liber 10487 page 591.

Premises also known as 43 Maxwell Drive, Westbury, New York.

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

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

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

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

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

IN PRESENCE OF:



Security Pacific Realty Corp.

Section

11

Block

428

Lot

24

15000436

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

June 10, 2019

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

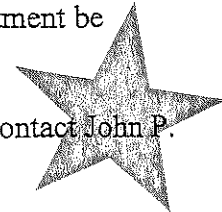
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

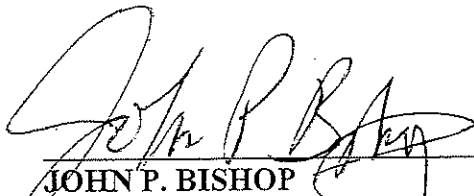
SUBJECT: 43 MAXWELL DRIVE, WESTBURY
CLEAN-UP

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 \$1,291.95.

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

2019 JUN 10 10:43 AM
TOWN OF OYSTER BAY

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (11-428-24) 43 MAXWELL DR WESTBURY 11590

Date Jun 4, 2019

Work Order # 60292

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|---------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| THOMAS KRAEMER | General Maintenance | 01:00 | \$48.12 | 00:00 | 0 | \$48.12 |
| GARY LEWIS, II | General Maintenance | 01:00 | \$34.02 | 00:00 | 0 | \$34.02 |
| GREGORY MARCHESE | General Maintenance | 01:00 | \$48.31 | 00:00 | 0 | \$48.31 |
| SEAN MCLAUGHLIN | General Maintenance | 01:00 | \$24.27 | 00:00 | 0 | \$24.27 |
| JASON SEMINARIO JR. | General Maintenance | 01:00 | \$19.23 | 00:00 | 0 | \$19.23 |

Total Labor \$173.95

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|--------------|---|---------------|-------|-----------|
| PU414 | PICK UP 2011 FORD F250 YELLO (12 / 012) | \$79.00 | 01:00 | \$79.00 |
| TD562 | TRUCK DUMP 2005 FORD F-350 YW (HP923 / HP924)- Power Wagons | \$105.00 | 01:00 | \$105.00 |
| TD654 | PICK-UP TRUCK 2009 FORD F-250 YW (14 / 014) | \$79.00 | 01:00 | \$79.00 |
| TD736 | TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105) | \$105.00 | 01:00 | \$105.00 |

Total Equipment \$368.00

Materials

| Material | Cost Per Unit | Units | Line Cost |
|--------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |

Total Materials \$750.00

Grand Total \$1291.95

Description of Work:

CLEAN UP 43 MAXWELL DRIVE WB

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 10, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 24, 2019, authorized the Highway Department to clean up the premises located at 140 Harvard Drive, Plainview, New York 11803, also known as Section 13, Block 107, Lot 9 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 23, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 26, 2019, in the total amount of \$1,862.68, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 23, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,862.68 may be assessed by the Legislature of the County of Nassau against the parcel known as 140 Harvard Drive, Plainview, New York 11803, also known as Section 13, Block 107, Lot 9 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

24

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 23, 2019

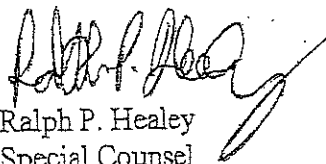
SUBJECT: Property Cleanup Assessment
140 Harvard Drive, Plainview, New York 11803
Section 13, Block 107, Lot 9

The Department of Planning and Development, by memorandum dated June 24, 2019, directed the Highway Department to clean the premises located at 140 Harvard Drive, Plainview, New York 11803, also known as Section 13, Block 107, Lot 9 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 29, 2019, advised that the property was cleaned by a crew from the Highway Department on June 26, 2019. The cost incurred by the Town of Oyster Bay was \$1,862.68.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

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

2019-7265

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 24, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 140 Harvard Drive Plainview, NY 11803
SBL: 13-107-9

Nov. (No.19913 was issued to the owner of the above-referenced premises 6/12/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54


I am directing that:

- * The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER

BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/JS

cc: Joseph Nocella, Town Attorney

THIS DEED

Made this 15 day of November, 2017

BETWEEN Eugene Gamache Esq., Referee, having offices at 95 West Boulevard, East Rockaway, NY 11518, duly appointed in the action hereinafter mentioned, Grantor

AND

701 CLPoint LLC having an address at 185-08 Union Turnpike, Queens, NY 11366, Grantee

WITNESSETH, that the Grantor, the Referee appointed in an action between

WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR BCAT 2014-11 TT,

Plaintiff,

and

BARRY JACOBS A/K/A BARRY B. JACOBS MICHELLE MATATHIA A/K/A MICHELLE L. MATATHIA; CITIBANK, F.S.B.; ASTORIA FEDERAL SAVINGS AND LOAN ASSOCIATION; CACH LLC; CHAVEZ SPRINKLER CORP.; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA

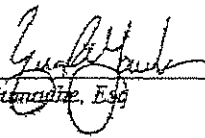
Defendants,

foreclosing a mortgage recorded on October 29, 1999 in the offices of the County Clerk/City Register of the County of NASSAU in Liber M 19959 of Mortgages at page 324, in pursuance of a Judgment entered at April 10, 2017 of the Supreme Court of the State of New York held in and for the County of Nassau on April 10, 2017 and in consideration of Five Hundred Ten Thousand AND 00/100 (\$510,000.00) Dollars paid by the Grantee, being the highest sum bid at the sale under said Judgment does hereby grant and convey unto the Grantee, all the right, title and interest of the defendants BARRY JACOBS A/K/A BARRY B. JACOBS MICHELLE MATATHIA A/K/A MICHELLE L. MATATHIA; CITIBANK, F.S.B.; ASTORIA FEDERAL SAVINGS AND LOAN ASSOCIATION; CACH LLC; CHAVEZ SPRINKLER CORP.; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA: in and to 140 Harvard Drive, Plainview, NY as more particularly described in the attached Schedule "A".

TO HAVE AND TO HOLD the premises herein granted unto the Grantee its successors and assigns forever

Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the date first above written.


Eugene Gamache, Esq.
Referee

Town of Oyster Bay
Inter- Departmental Memo

June 29, 2019

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

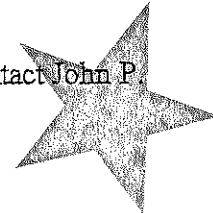
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 140 HARVARD DRIVE, PLAINVIEW
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 \$1,862.68.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY
JUN 30 7 P 4 29



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (13-107-9) 140 HARVARD DR PLAINVIEW 11803

Date Jun 26, 2019

Work Order # 61011

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|---------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| GARY LEWIS, II | General Maintenance | 01:00 | \$34.02 | 00:00 | 0 | \$34.02 |
| GARY LEWIS, II | General Maintenance | 00:00 | \$34.02 | 01:00 | 1.5 | \$51.03 |
| GREGORY MARCHESE | General Maintenance | 01:00 | \$48.31 | 00:00 | 0 | \$48.31 |
| GREGORY MARCHESE | General Maintenance | 00:00 | \$48.31 | 01:00 | 1.5 | \$72.47 |
| JAMES ROMANO | General Maintenance | 01:00 | \$28.31 | 00:00 | 0 | \$28.31 |
| JAMES ROMANO | General Maintenance | 00:00 | \$28.31 | 01:00 | 1.5 | \$42.46 |
| JASON SEMINARIO JR. | General Maintenance | 01:00 | \$19.23 | 00:00 | 0 | \$19.23 |
| JASON SEMINARIO JR. | General Maintenance | 00:00 | \$19.23 | 01:00 | 1.5 | \$28.85 |
| Total Labor | | | | | | \$324.68 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| PU414 | PICK UP 2011 FORD F250 YELLO (12 / 012) | \$79.00 | 02:00 | \$158.00 |
| TD562 | TRUCK DUMP 2005 FORD F-350 YW (HP923 / HP924) - Power Wagons | \$105.00 | 02:00 | \$210.00 |
| TD736 | TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105) | \$105.00 | 02:00 | \$210.00 |
| TR203 | TRAILER 2015 FELLINGS BL | \$105.00 | 02:00 | \$210.00 |
| Total Equipment | | | | \$788.00 |

Materials

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

Grand Total **\$1862.68**

Description of Work:

CLEAN UP 140 HARVARD DRIVE PL

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 29, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated July 8, 2019, authorized the Highway Department to clean up the premises located at 44 Langdon Road, Farmingdale, New York 11735, also known as Section 49, Block 19, Lot 121 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 10, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 17, 2019, in the total amount of \$1,995.51, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 10, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,995.51 may be assessed by the Legislature of the County of Nassau against the parcel known as 44 Langdon Road, Farmingdale, New York 11735, also known as Section 49, Block 19, Lot 121 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

25

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 10, 2019

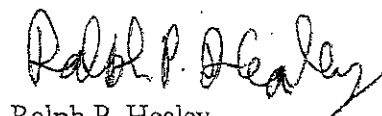
SUBJECT: Property Cleanup Assessment
44 Langdon Road, Farmingdale, New York 11735
Section 49, Block 19, Lot 121

The Department of Planning and Development, by memorandum dated July 8, 2019, directed the Highway Department to clean the premises located at 44 Langdon Road, Farmingdale, New York 11735, also known as Section 49, Block 19, Lot 121 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 23, 2019, advised that the property was cleaned by a crew from the Highway Department on July 17, 2019. The cost incurred by the Town of Oyster Bay was \$1,995.51.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

2019-7267

TOWN OF OYSTER BAY

**Inter-Departmental Memo
July 8, 2019**

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 44 Langdon Road Farmingdale, NY 11735
SBL: 49-19-121

Nov. (No.00088) was issued to the owner of the above-referenced premises 6/27/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut by the east side of the house and behind the shed.
- The overgrown bushes in the front of house be trimmed.

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

ELIZABETH L. MACCARONE
COMMISSIONER

BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

04.7.7
#1900

SP-18725-1

Standard N.Y.B.T.U. Form 8002-Bargain and Sale Deed with Covenants against Grantor's Acts-Uniform Acknowledgment
Form 3290

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

THIS INDENTURE, made the 10th day of February, 2005

BETWEEN

Peter V. Testa, 26 Stern Street, Farmingdale, New York 11735

party of the first part, and

James Hyman, 14 Lillian Place, Farmingdale, New York 11735

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten and 00/100—(\$10.00)—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 parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Farmingdale, Town of Oyster Bay, Nassau County, New York, bounded and described as follows:

BEGINNING at a point on the westerly line of Langdon Road, distant 318.83 feet, northerly from the intersection of the northerly line of Boundary Avenue and the westerly line of Langdon Road;

THENCE RUNNING south 84 degrees 24 minutes 45 seconds west 147.96 feet;

THENCE north 13 degrees 7 minutes 19 seconds west, 150.00 feet to the southerly line of property known As Pinehurst Development Corp.;

THENCE north 89 degrees 17 minutes 25 seconds east and along the southerly line of property known as Pinehurst Development Corp., 112.08 feet to the westerly line of Langdon Road;

Said premises being known as 44 Langdon Road, Farmingdale, New York and shown as Section 49, Block 19, Lot 121 on the Nassau County Tax Map.

TOGETHER with all right, title and interest 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.

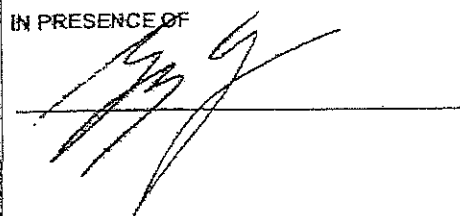
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid;


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 for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

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

IN PRESENCE OF




PETER V. TESTA

Town of Oyster Bay
Inter- Departmental Memo

July 23, 2019

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

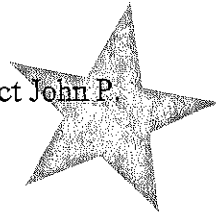
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

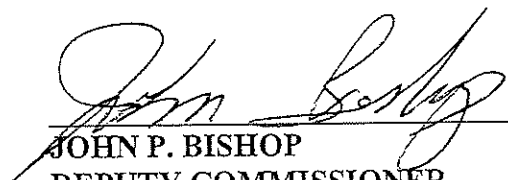
SUBJECT: 44 LANGDON ROAD, FARMINGDALE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,995.51.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY
15 AUG 7 AM 11:40

CLEAN - UP 44 LANGDON ROAD, FARMINGDALE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (49-19-121) 44 LANGDON RD FARMINGDALE 11735

Date Jul 17, 2019

Work Order # 61563

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|-------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| MARTIN LANG | General Maintenance | 02:30 | \$49.57 | 00:00 | 0 | \$123.93 |
| JOHN STERGIPOULOS | General Maintenance | 02:30 | \$24.86 | 00:00 | 0 | \$62.15 |
| Total Labor | | | | | | \$186.08 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|---|---------------|-------|-----------|
| PU413 | PICK UP 2011 FORD F250 YELLO (14 / 027) | \$79.00 | 02:30 | \$197.50 |
| TD718 | TRUCK DUMP 2013 INTER 7300 YELLO (T-201)- 6 Wheeler | \$131.00 | 02:30 | \$327.50 |
| TD728 | POWER WAGON 2015 T-245 | \$105.00 | 02:30 | \$262.50 |
| TR139 | 2003 CARMATE TRAILER 814CC YW | \$105.00 | 02:30 | \$262.50 |
| Total Equipment | | | | \$1050.00 |

Materials

| Material | Cost Per Unit | Units | Line Cost |
|-----------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |
| Tipping Fee (per ton) | \$85.74 | 0.11 | \$9.43 |
| Total Materials | | | \$759.43 |

Grand Total **\$1995.51**

Description of Work:
CLEAN UP 44 LANGDON ROAD FM

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jul 23, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 4, 2019, authorized the Highway Department to clean up the premises located at 28 Pickwick Drive, Old Bethpage, New York 11714, also known as Section 47, Block 128, Lot 19 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 23, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 6, 2019, in the total amount of \$1,701.84, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 23, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,701.84 may be assessed by the Legislature of the County of Nassau against the parcel known as 28 Pickwick Drive, Old Bethpage, New York 11714, also known as Section 47, Block 128, Lot 19 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney

20

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 23, 2019

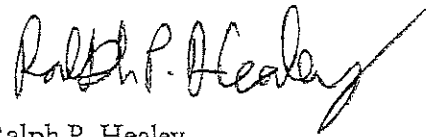
SUBJECT: Property Cleanup Assessment
28 Pickwick Drive, Old Bethpage, New York 11714
Section 47, Block 128, Lot 19

The Department of Planning and Development, by memorandum dated June 4, 2019, directed the Highway Department to clean the premises located at 28 Pickwick Drive, Old Bethpage, New York 11714, also known as Section 47, Block 128, Lot 19 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 14, 2019, advised that the property was cleaned by a crew from the Highway Department on June 6, 2019. The cost incurred by the Town of Oyster Bay was \$1,701.84.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

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

2019-7264

TOWN OF OYSTER BAY

Inter-Departmental Memo
June 4, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 28 Pickwick Drive Old Bethpage, NY 11804
SBL: 47-128-19

Nov. (No.19802 was issued to the owner of the above-referenced premises 5/16/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54
I am directing that:

- The grass and vegetation be cut.
- The fallen branches be removed.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:



MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney

501
Excutor's Deed - Individual or Corporation

0911427 N

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

THIS INDENTURE, made the 30th day of March in the year Two Thousand and Nine
BETWEEN

Candice K. Fischer, 3000 Portofino Circle, #109, Palm Beach Gardens, Florida 33418

as executrix of the Estate of Sheldon Rein under the last will and testament of

Sheldon Rein, late of 28 Pickwick Drive, Old Bethpage, New York 11804 deceased,

party of the first part, and

Edward J. Boyer, residing at 300 County Line Road, Amityville, New York 11701

party of the second part,

WITNESSETH, that the party of the first part, by virtue of the power and authority given in and by said last will and testament, and in consideration of Four Hundred and Thirty-Two Thousand (\$432,000.00), 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 parcel of land situate, lying and being in the Town of Oyster Bay at Old Bethpage, County of Nassau and State of New York known and designated as and by Lot Numbered 19 in Block 128 on a certain map entitled, "Map of Lido at Old Bethpage, Section No. 1, Old Bethpage, Town of Oyster Bay, Nassau County, N.Y., surveyed July 1959 by Rizzo, Nelson and Pope Civil Engineers and Surveyors" and filed in the Nassau county Clerk's Office on December 24, 1959 as Map No. 7259 and being more particularly bounded and described as follows:

See Map

Designation:

BEGINNING at a point on the easterly side of Barry Lane West at the extreme northerly end of the arc of a curve having a radius of 10.00 feet connecting the easterly side of Barry Lane West and the northerly side of Pickwick Drive;

Dist:

Sec.: 47

Blk.: 128

Lot 19

RUNNING THENCE North 10 degrees 55 minutes 30 seconds East, along the easterly side of Barry Lane West, 75.00 feet;

THENCE South 79 degrees 4 minutes 30 seconds East, 125.00 feet;

THENCE South 31 degrees 54 minutes East, 57.60 feet to the northerly side of Pickwick Drive;

THENCE along the northerly side of Pickwick Drive, the following three courses and distances:

1. South 58 degrees 6 minutes West, 23.68 feet;
2. Southwesterly along the arc of a curve bearing to the right having a radius of 100 feet, a distance of 74.74 feet;
3. North 79 degrees 4 minutes 30 seconds West, 68.80 feet to the extreme easterly end of the above first mentioned Arc of a curve;

THENCE along said arc of a curve and bearing to the right having a radius of 10 feet, a distance of 15.71 feet to the point or place of BEGINNING.

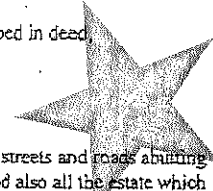
"The grantors herein are the same parties and the premises herein is the same premises as described in deed, dated February 28, 2002 and recorded April 1, 2002 in Liber 11456 cp 4."

Said premises known as 28 Pickwick Drive, Old Bethpage, New York

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 also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied



Town of Oyster Bay
Inter- Departmental Memo

16000355

June 14, 2019

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

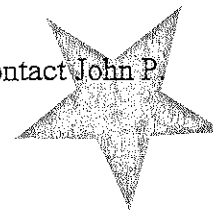
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 28 PICKWICK DRIVE, OLD BETHPAGE
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 \$1,701.84.

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

RECEIVED TOWN OF OYSTER BAY
JUN 14 2019



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (47-128-19) 28 PICKWICK DR OLD BETHPAGE 11804

Date Jun 6, 2019

Work Order # 60419

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|---------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| JEFFREY CARTER | General Maintenance | 00:00 | \$39.61 | 03:00 | 1.5 | \$178.25 |
| RAYMOND SWIERKOWSKI | General Maintenance | 00:00 | \$30.05 | 03:00 | 1.5 | \$135.23 |
| DANIEL JOYCE | General Maintenance | 00:00 | \$15.00 | 03:00 | 1.5 | \$67.50 |
| Total Labor | | | | | | \$380.98 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|---|---------------|-------|-----------|
| PU444 | PICK UP 2012 FORD F350 YELLO (21 / 021) | \$79.00 | 03:00 | \$237.00 |
| TD739 | 2019 FORD F450 WY POWER WAGON | \$105.00 | 03:00 | \$315.00 |
| Total Equipment | | | | \$552.00 |

Materials

| Material | Cost Per Unit | Units | Line Cost |
|-----------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |
| Tipping Fee (per ton) | \$85.74 | 0.22 | \$18.86 |
| Total Materials | | | \$768.86 |

Grand Total \$1701.84

Description of Work:

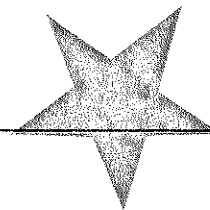
CLEAN UP 28 PICKWICK DRIVE OBP

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 14, 2019



WHEREAS, pursuant to Section 182-22(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 15, 2019, authorized the Highway Department to clean up the premises located at 1129 North Broadway, Massapequa, New York 11758, also known as Section 52, Block 4, Lots 83 to 84 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 23, 2019, pursuant to Section 182-22(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 23, 2019. In the total amount of \$1,602.95, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 23, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,602.95 may be assessed by the Legislature of the County of Nassau against the parcel known as 1129 North Broadway, Massapequa, New York 11758, also known as Section 52, Block 4, Lots 83 to 84 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

-#-

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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

27

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 23, 2019

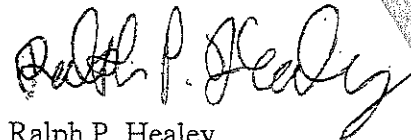
SUBJECT: Property Cleanup Assessment
1129 North Broadway, Massapequa, New York 11758
Section 52, Block 4, Lots 83 to 84

The Department of Planning and Development by memorandum dated May 15, 2019, directed the Highway Department to clean the premises located at 1129 North Broadway, Massapequa, New York 11758 also known as Section 52, Block 4, Lots 83 to 84 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 29, 2019, advised that the property was cleaned by a crew from the Highway Department on May 23, 2019. The cost incurred by the Town of Oyster Bay was \$1,602.95.

Pursuant to Section 182-22(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachment

Town Attorney (w/7 copies)

DEPUTY COMM/HIGHWAY

TOWN OF OYSTER BAY

Inter-Departmental Memo
May 15, 2019

Ken B

REC'D BY HIGHWAY DEPT
MAY 17 11:19 AM '19

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 1129 N. Broadway Massapequa, NY 11758
SBL: 52-4-83 - 84

Nov. (No.19669 was issued to the owner of the above-referenced premises 5/06/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.

182-20
Pursuant to the provisions of Section ~~135.54~~(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney

346.
THIS INDENTURE, made the 1st day of February in the year 2012
BETWEEN

FRANCES VALERIO and JOSEPH VALERIO, residing at 53 Anchor Drive, Massapequa, New York 11758,
party of the first part, and

The 1129 N. Broadway, LLC, with an office at 53 Anchor Drive, Massapequa, New York 11758,
party of the second part,

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

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

SEE ATTACHED SCHEDULE "A"

Being and intended to be the same premises conveyed to the party of the first part by deed dated July 3, 2012 and recorded at Liber 12882 Page 418 at the Office of the Clerk of the County of Nassau.

Said premises also known as 1129 N. Broadway, Massapequa, New York.

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, 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.

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same, that the party of the second part shall quietly enjoy the said premises; that the said premises are free from incumbrances, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

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:

SECTION: 52

BLOCK: 004

LOT: 82-84


FRANCES VALERIO


JOSEPH VALERIO

Town of Oyster Bay
Inter- Departmental Memo

May 29, 2019

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

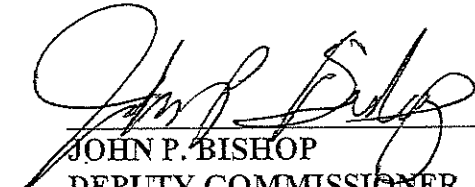
SUBJECT: 1129 BROUDWAY, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,602.95.

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

RECEIVED TOWN OF OYSTER BAY
MAY 30 2019



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-4-83) 1129 BROADWAY MASSAPEQUA NY 11758

Date May 23, 2019

Work Order # 59991

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|-----------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| STEVE DIAKOIANNIS | General Maintenance | 01:30 | \$39.61 | 00:00 | 0 | \$59.42 |
| MARTIN LANG | General Maintenance | 01:30 | \$49.57 | 00:00 | 0 | \$74.36 |
| DERRICK SCOTT | General Maintenance | 01:30 | \$41.25 | 00:00 | 0 | \$61.88 |
| NICOLAS CAMMARANO | General Maintenance | 01:30 | \$24.96 | 00:00 | 0 | \$37.44 |
| MICHAEL F FITZPATRICK | General Maintenance | 01:30 | \$19.23 | 00:00 | 0 | \$28.85 |
| Total Labor | | | | | | \$261.95 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| PU413 | PICK UP 2011 FORD F250 YELLO (14 / 027) | \$79.00 | 01:30 | \$118.50 |
| TD682 | TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons | \$105.00 | 01:30 | \$157.50 |
| TD692 | TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons | \$105.00 | 01:30 | \$157.50 |
| TR152 | TRAILER 2007 CCOUN 510TS BLACK | \$105.00 | 01:30 | \$157.50 |
| Total Equipment | | | | \$591.00 |

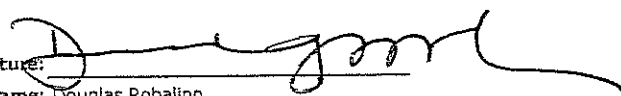
Materials

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

Grand Total \$1602.95

Description of Work:

CLEAN UP 1129 N. BROADWAY MS

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: May 28, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 10, 2019, authorized the Highway Department to clean up the premises located at 23 Radcliff Lane, Farmingdale, New York 11735, also known as Section 53, Block 170, Lot 26 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 30, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 11, 2019, in the total amount of \$2,416.20, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 30, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,416.20 may be assessed by the Legislature of the County of Nassau against the parcel known as 23 Radcliff Lane, Farmingdale, New York 11735, also known as Section 53, Block 170, Lot 26 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney

28

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 30, 2019


SUBJECT: Property Cleanup Assessment
23 Radcliff Lane, Farmingdale, New York 11735
Section 53, Block 170, Lot 26

The Department of Planning and Development, by memorandum dated June 10, 2019, directed the Highway Department to clean the premises located at 23 Radcliff Lane, Farmingdale, New York 11735, also known as Section 53, Block 170, Lot 26 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 23, 2019, advised that the property was cleaned by a crew from the Highway Department on July 11, 2019. The cost incurred by the Town of Oyster Bay was \$2,416.20.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

Jun 11, 2019 4:08PM

2019-7292
No. 0696 P.

TOWN OF OYSTER BAY

**Inter-Departmental Memo
June 10, 2019**

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 23 Radcliff Lane Farmingdale, NY 11735
SBL: 53-170-26

Nov. (No.19737 was issued to the owner of the above-referenced premises 6/05/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut throughout the entire property.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney

NY
BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S
ACTS (INDIVIDUAL OR CORPORATION)
STANDARD NYBTU FORM 8007

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

THIS INDENTURE, made the February 26, 2004,

between CARYL VAIANO, of 23 Radcliff Lane, Farmingdale, New York 11735

NY party of the first part, and

and BREND A BATTAGLIA, as tenants by the entirety
MARK BATTAGLIA, of 107-16 93rd Street, Ozone Park, New York 11416

party of the second part,

Sec. 53 WITNESSETH, that the party of the first part, in consideration of \$356,000.00 dollars, lawful money of the
United States, paid by the party of the second part, does hereby grant and release unto the party of the second part,
the heirs or successors and assigns of the party of the second part forever,

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

170 SEE SCHEDULE "A" ATTACHED HERETO

BEING and INTENDED to be the same premises as conveyed to the Grantor herein by deed dated 11/2/87
0026-0 and recorded on 11/24/87 in Liber 9877 Page 746.

SAID PREMISES being commonly known as "23 Radcliff Lane, Farmingdale, New York."

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.

Caryl Vaiano
CARYL VAIANO

IN PRESENCE OF:

Joseph M. P.

Town of Oyster Bay
Inter- Departmental Memo

July 23, 2019

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 23 RADCLIFF LANE, FARMINGDALE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,416.20.

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 24 2019



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (53-170-26) 23 RADCLIFF LN FARMINGDALE 11735

Date Jul 11, 2019

Work Order # 60562

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|-------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PATRICK ORLANDO | General Maintenance | 03:00 | \$43.19 | 00:00 | 0 | \$129.57 |
| DERRICK SCOTT | General Maintenance | 03:00 | \$41.25 | 00:00 | 0 | \$123.75 |
| NICOLAS CAMMARANO | General Maintenance | 03:00 | \$24.96 | 00:00 | 0 | \$74.88 |
| Total Labor | | | | | | \$328.20 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| TD633 | PICK-UP TRUCK 2008 FORD F-250 YW (24 / 024) | \$79.00 | 03:00 | \$237.00 |
| TD703 | TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons | \$105.00 | 03:00 | \$315.00 |
| TD712 | TRUCK DUMP 2012 INTER 7300 YW (T-191)- 6 Wheeler | \$131.00 | 03:00 | \$393.00 |
| TD730 | 6 WHEELER 2015 LIC AM8533 | \$131.00 | 03:00 | \$393.00 |
| Total Equipment | | | | \$1338.00 |

Materials

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

Grand Total \$2416.20

Description of Work:

CLEAN UP 23 RADCLIFF LANE FM

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jul 23, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 15, 2019, authorized the Highway Department to clean up the premises located at 14 Gainsboro Lane, Syosset, New York 11791, also known as Section 12, Block 400, Lot 6 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 16, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 22, 2019, in the total amount of \$1,543.37, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 16, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,543.37 may be assessed by the Legislature of the County of Nassau against the parcel known as 14 Gainsboro Lane, Syosset, New York 11791, also known as Section 12, Block 400, Lot 6 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

29

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 16, 2019

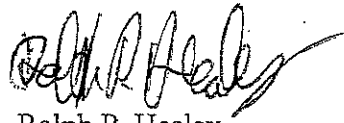
SUBJECT: Property Cleanup Assessment
14 Gainsboro Lane, Syosset, New York 11791
Section 12, Block 400, Lot 6

The Department of Planning and Development, by memorandum dated May 15, 2019, directed the Highway Department to clean the premises located at 14 Gainsboro Lane, Syosset, New York 11791, also known as Section 12, Block 400, Lot 6 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated May 28, 2019, advised that the property was cleaned by a crew from the Highway Department on May 22, 2019. The cost incurred by the Town of Oyster Bay was \$1,543.37.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

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

DEPUTY COMM/HIGHWAY

REC'D BY HIGHWAY DEPT
MAY 17 11:39 PM '19
2019-7266

TOWN OF OYSTER BAY

Inter-Departmental Memo
May 15, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY

From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU

Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: 14 Gainsboro Lane Syosset, NY 11791
SBL: 12-400-6

Nov. (No.19674 was issued to the owner of the above-referenced premises 5/08/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

4
Not
L11111111

THIS INDENTURE, made on Sept. 7th 2011

BETWEEN Dennis J. Ahn And Duk hee Jang
14 Gainsboro Lane.
Syosset NY 11791

Sec. 0012

Block: 00400

Lot: 006

Party of the first part, and

Duk hee Jang

Party of the second part

14 Gainsboro Lane Syosset NY 11791

party of the second part Duk hee Jang and Dennis J. Ahn
14 Gainsboro Lane Syosset NY 11791

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

~~One Hundred (\$100.00)~~ No Consideration dollars,

lawful money of the United States,

~~\$100.00~~ No Consideration paid

by the party of the second part, does hereby remise, release and quitclaim unto the party of the first 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

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any street 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 a 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, in compliance with Section 13 of the Lien Law, hereby covenants that the first part will receive the consideration for this conveyance and will hold the right to receive such moneys as a trust fund to be applied first for the purpose of paying the cost of the improvement and will 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 require. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first written.

Ahn, Dennis J. Jihoon

Duk hee Jang

Notary Public
State of New York
My Comm. Expires 12/31/2012

[Signature]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

U.S. Bank National Association, as Trustee for J.P.
Morgan Mortgage Trust 2006-A2

Plaintiff,

-against-

Dennis Jihoon Ahn a/k/a Dennis Ahn; Duk Hee Jang
a/k/a Duk H. Jang a/k/a Duk Jang, JPMorgan Chase
Bank N.A., and "JOHN DOE #1," through "JOHN
DOE #12," the last twelve names being fictitious and
unknown to Plaintiff, the persons or parties intended
being the tenants, occupants, persons or corporations,
if any, having or claiming an interest in or lien upon
the premises being foreclosed herein,

Defendant(s).

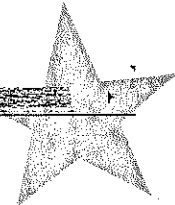
Notice of Pendency of Action

Index Number:

Date Filed:

Property: 14 Gainsboro Lane,
Syosset, NY 11791

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in
this court upon the complaint of the Plaintiff against the defendants for the foreclosure of a
certain mortgage bearing the date December 30, 2005, executed by the defendants, Dennis Jihoon
Ahn a/k/a Dennis Ahn, to JPMorgan Chase Bank N.A., to secure the payment of \$449,943.00,
with interest, which said mortgage was recorded in the NASSAU County Clerk's Office on
January 24, 2006, in Liber/Reel/Book/Instrument/CRFN 30000 of Mortgages at Page 716. Said
mortgage was then assigned from JPMorgan Chase Bank N.A. to U.S. Bank National



TO THE CLERK OF THE COUNTY OF NASSAU:

You are hereby directed to index the within notice to the names of each of the following defendants:

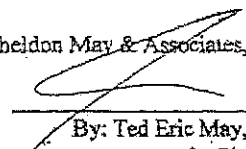
| |
|---|
| Dennis Jihoon Ahn a/k/a Dennis Ahn and Duk Hee Jang a/k/a Duk H. Jang a/k/a Duk Jang |
|---|

The number of each block on the land map of the county which is affected hereby is as follows:

| District | Section | Block | Lot |
|----------|---------|-------|-----|
| | 12 | 400 | 6 |

Dated: April 8, 2019
Rockville Centre, New York

Sheldon May & Associates, P.C.


By: Ted Eric May, Esq.
Attorneys for Plaintiff
Office & Post Office Address
255 Merrick Road
Rockville Centre, New York 11570
(516) 763-3200



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

May 28, 2019

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

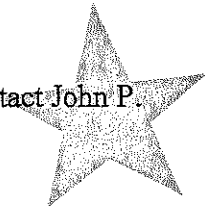
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 14 GAINSBORO LANE, SYOSSET
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 \$1,543.37.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY
15 AUG 7 2019



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-400-6) 14 GAINSBORO LN SYOSSET 11791

Date May 22, 2019

Work Order # 59986

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| GARY LEWIS, II | General Maintenance | 01:30 | \$34.02 | 00:00 | 0 | \$51.03 |
| JAMES ROMANO | General Maintenance | 01:30 | \$28.31 | 00:00 | 0 | \$42.46 |
| VINCENT PADAVANO | General Maintenance | 01:30 | \$48.31 | 00:00 | 0 | \$72.47 |
| SEAN MCLAUGHLIN | General Maintenance | 01:30 | \$24.27 | 00:00 | 0 | \$36.41 |
| Total Labor | | | | | | \$202.37 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|---|---------------|-------|-----------|
| PK458 | SANI PACKER 2018 INTL 7400 TW | \$105.00 | 01:30 | \$157.50 |
| PU443 | PICK UP 2012 FORD F-250 YW (25 / 025) | \$79.00 | 01:30 | \$118.50 |
| 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 | | | | \$591.00 |

Materials

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

Grand Total \$1543.37

Description of Work:

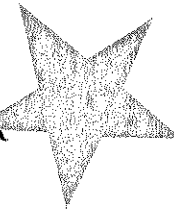
CLEAN UP 14 GAINSBORO LANE SY

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: May 28, 2019



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 10, 2019, 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 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 30, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 17, 2019, in the total amount of \$1,839.71, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 30, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,839.71 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 |
| Councilman Muscarella | Aye |
| Councilman Macagnone | Aye |
| Councilwoman Johnson | Aye |
| Councilman Imbroto | Aye |
| Councilman Hand | Aye |
| Councilman Labriola | Aye |

Reviewed By
Office of Town Attorney
[Signature]

30

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 30, 2019

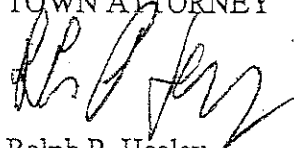
SUBJECT: Property Cleanup Assessment
Newbridge Road, Hicksville, New York 11801
Section 45, Block 70, Lot 49

The Department of Planning and Development, by memorandum dated June 10, 2019, 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 deed). The Highway Department has, by memorandum dated June 29, 2019, advised that the property was cleaned by a crew from the Highway Department on June 17, 2019. The cost incurred by the Town of Oyster Bay was \$1,839.71.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

2019-7295

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 10, 2019

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

Nov. (No.19736 was issued to the owner of the above-referenced premises 6/05/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

②

ME/js

cc: Joseph Nocella, Town Attorney

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: *Middletown, New York*
February 14, 1997

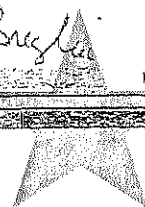
Santa C. Rozzi

SANTA C. ROZZI
COUNTY TREASURER
NASSAU COUNTY

State of New York)
) ss.
County of Nassau)

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: *03/30/98* *Joanne T. Breglia*



BULK SALE/ASSIGNMENT TO CAPITAL ASSET RESEARCH CORPORATION

| TOWN | SCHOOL | SECTION | BLOCK | LOT | CERT. # | PROP. CD | YEAR | TOTAL MERG | SC MERG | GEN MERG | TOTAL INT | MEMO | TOTAL AMT. |
|------|--------|---------|-------|---------|---------|----------|------|------------|------------|-----------|-----------|-----------|------------|
| 3 | 6 | 28 | 4 | 50 | 289 | 31114 | 1995 | 175.26 | 111.26 | 64.02 | 108.91 | 187.98 | 522.17 |
| 3 | 6 | 28 | 4 | 238-236 | 300 | 31114 | 1995 | 350.67 | 222.54 | 128.03 | 193.84 | 285.98 | 880.39 |
| 3 | 6 | 28 | 4 | 146-148 | 283 | 31114 | 1996 | 838.90 | 502.04 | 337.86 | 311.06 | 824.93 | 2,018.30 |
| 3 | 6 | 29 | D | 208-808 | 271 | 21001 | 1993 | 6,988.42 | 4,927.56 | 2,056.86 | 2,461.88 | 1,884.81 | 11,483.11 |
| 3 | 6 | 27 | M | 264 | 365 | 31114 | 1994 | 111.88 | 55.09 | 56.79 | 72.77 | 98.46 | 403.11 |
| 3 | 6 | 24 | 2 | 39 | 388 | 21001 | 1992 | 2,582.14 | 1,077.82 | 1,504.32 | 1,536.74 | 1,083.94 | 5,245.02 |
| 3 | 6 | 24 | B | 791 | 281 | 31114 | 1996 | 48.38 | 17.68 | 30.69 | 28.39 | 108.49 | 223.28 |
| 3 | 6 | 24 | B | 793 | 282 | 31114 | 1996 | 64.44 | 19.76 | 34.68 | 30.45 | 112.31 | 237.20 |
| 3 | 6 | 24 | B | 825 | 283 | 31114 | 1996 | 30.24 | 10.89 | 19.25 | 22.25 | 88.06 | 181.65 |
| 3 | 6 | 24 | B | 832 | 284 | 31114 | 1996 | 411.31 | 149.44 | 261.87 | 161.35 | 455.23 | 1,057.89 |
| 3 | 6 | 24 | B | 1013 | 289 | 31114 | 1996 | 175.41 | 63.73 | 111.68 | 71.43 | 228.56 | 516.40 |
| 3 | 6 | 24 | B | 1012 | 287 | 33014 | 1996 | 193.67 | 70.33 | 123.24 | 77.58 | 246.00 | 557.15 |
| 3 | 6 | 28 | 67 | 47-68 | 320 | 31211 | 1996 | 3,745.28 | 2,901.78 | 843.51 | 1,203.58 | 4,080.20 | 9,048.07 |
| 3 | 6 | 28 | 68 | 32-37 | 323 | 31114 | 1996 | 0.00 | 0.00 | 0.00 | 18.82 | 98.08 | 117.70 |
| 3 | 6 | 28 | 68 | 26-31 | 322 | 31211 | 1996 | 0.00 | 0.00 | 0.00 | 13.25 | 82.80 | 96.05 |
| 3 | 12 | 15 | F | 1407 | 360 | 21001 | 1995 | 15,392.37 | 6,756.41 | 8,635.96 | 5,836.09 | 3,376.56 | 28,686.62 |
| 3 | 12 | 25 | 40 | 8 | 333 | 31114 | 1993 | 385.40 | 186.55 | 198.85 | 188.91 | 162.36 | 897.67 |
| 3 | 12 | 25 | 57 | 29 | 428 | 31114 | 1992 | 3,981.42 | 3,008.83 | 974.59 | 1,489.54 | 226.90 | 5,077.86 |
| 3 | 13 | 13 | 114 | 2 | 342 | 31114 | 1993 | 3,818.40 | 1,973.88 | 1,845.52 | 1,672.78 | 1,083.15 | 8,735.34 |
| 3 | 13 | 13 | C | 161 | 432 | 41212 | 1991 | 0.00 | 0.00 | 0.00 | 208.31 | 523.28 | 731.58 |
| 3 | 13 | 14 | 1 | 95 | 438 | 31114 | 1992 | 871.91 | 484.51 | 387.40 | 392.24 | 239.48 | 1,703.81 |
| 3 | 13 | 14 | E | 889 | 437 | 21001 | 1992 | 44,830.25 | 28,486.56 | 16,363.67 | 16,631.19 | 9,290.28 | 72,851.72 |
| 3 | 14 | 15 | 58 | 9 | 481 | 21001 | 1992 | 19,743.89 | 10,204.63 | 9,539.26 | 6,865.44 | 4,573.42 | 31,482.76 |
| 3 | 15 | 11 | 429 | 12 | 473 | 31114 | 1992 | 604.85 | 303.66 | 301.19 | 268.84 | 185.52 | 1,240.21 |
| 3 | 15 | 11 | 8 | 133 | 474 | 21001 | 1998 | 40,933.10 | 20,115.89 | 20,817.21 | 22,374.42 | 8,518.16 | 72,026.70 |
| 3 | 15 | 17 | D | 2213 | 483 | 25001 | 1992 | 0.00 | 0.00 | 0.00 | 34.13 | 213.29 | 247.42 |
| 3 | 17 | 11 | 284 | 36 | 436 | 41114 | 1995 | 285,897.18 | 227,285.55 | 59,611.61 | 99,987.78 | 81,822.53 | 447,707.46 |
| 3 | 17 | 11 | 289 | 64 | 457 | 31114 | 1996 | 13,963.23 | 6,238.23 | 7,725.00 | 4,171.99 | 9,967.33 | 28,142.55 |
| 3 | 17 | 11 | 325 | 459 | 457 | 46414 | 1996 | 233.53 | 118.61 | 114.92 | 136.38 | 184.24 | 644.15 |
| 3 | 17 | 11 | 413 | 47 | 489 | 31114 | 1996 | 58.48 | 12,888.78 | 13,970.92 | 9,875.89 | 26,881.16 | 63,443.63 |
| 3 | 17 | 11 | 422 | 21 | 581 | 31114 | 1991 | 2,441.03 | 28.07 | 30.41 | 17.52 | 40.77 | 166.77 |
| 3 | 17 | 11 | 484 | 48 | 470 | 43314 | 1996 | 47,187.48 | 12,19.05 | 1,231.98 | 1,043.27 | 475.98 | 4,188.28 |
| 3 | 17 | 12 | 183 | 122-125 | 516 | 22001 | 1992 | 24,487.89 | 22,854.46 | 24,543.02 | 18,988.77 | 47,142.20 | 111,369.45 |
| 3 | 17 | 12 | 258 | 79 | 485 | 31114 | 1996 | 82.88 | 12,157.34 | 12,340.55 | 8,252.08 | 4,908.20 | 37,858.17 |
| 3 | 17 | 12 | 62 | 233 | 527 | 21001 | 1992 | 14,376.57 | 39.63 | 43.26 | 32.71 | 97.14 | 252.73 |
| 3 | 17 | 17 | 45 | 49 | 529 | 31114 | 1992 | 709.96 | 5,690.54 | 5,690.03 | 5,440.72 | 2,625.66 | 22,542.85 |
| 3 | 17 | 17 | 45 | 145 | 488 | 31114 | 1996 | 13.76 | 362.11 | 367.85 | 30.75 | 108.04 | 1,428.75 |
| 3 | 17 | 17 | 45 | 389 | 488 | 31114 | 1996 | 17,180.45 | 6.80 | 7.16 | 8.45 | 38.23 | 98.44 |
| 3 | 17 | 17 | 45 | 514 | 536 | 21001 | 1992 | 12,956.09 | 7,992.18 | 9,218.26 | 5,628.82 | 3,092.68 | 20,901.85 |
| 3 | 17 | 17 | 125 | 32 | 455 | 21001 | 1993 | 13,565.85 | 6,529.78 | 6,426.91 | 4,604.88 | 3,853.66 | 21,576.33 |
| 3 | 17 | 17 | 125 | 125 | 459 | 21001 | 1993 | 7,335.63 | 6,529.78 | 7,036.07 | 4,082.17 | 1,887.27 | 19,685.28 |
| 3 | 17 | 17 | 181 | 6-9 | 522 | 34014 | 1995 | 3,723.24 | 3,723.24 | 3,612.39 | 3,642.91 | 4,254.16 | 15,212.70 |

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

June 29, 2019

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

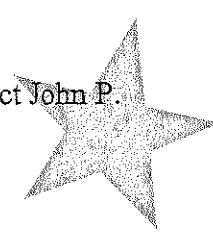
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: NEWBRIDGE ROAD, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,839.71.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

2019 JUN 29 10:00 AM
105-41671-4005



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

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

Date Jun 17, 2019

Work Order # 60561

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|----------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| MICHAEL ZEREBAK | General Maintenance | 01:30 | \$25.11 | 00:00 | 0 | \$37.67 |
| JEFFREY CARTER | General Maintenance | 01:30 | \$39.61 | 00:00 | 0 | \$59.42 |
| CHRISTOPHER MADDEN | General Maintenance | 01:30 | \$24.86 | 00:00 | 0 | \$37.29 |
| JOSEPH SANTANGELO | General Maintenance | 01:30 | \$42.58 | 00:00 | 0 | \$63.87 |
| RICHARD SANDIFORD II | General Maintenance | 01:30 | \$29.53 | 00:00 | 0 | \$44.30 |
| RAYMOND SWIERKOWSKI | General Maintenance | 01:30 | \$30.05 | 00:00 | 0 | \$45.08 |

Total Labor \$287.63

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|--------------|--|---------------|-------|-----------|
| PU444 | PICK UP 2012 FORD F350 YELLO (21 / 021) | \$79.00 | 01:30 | \$118.50 |
| TD573 | TRUCK DUMP 2005 FORD F-350 YW (T-245) - Power Wagons | \$105.00 | 01:30 | \$157.50 |
| TD606 | TRUCK DUMP 2007 FORD F-350 YW (T-155) - Power Wagons | \$105.00 | 01:30 | \$157.50 |
| TD711 | TRUCK DUMP 2012 INTER 7300 YW (T-231) - 6 Wheeler | \$131.00 | 01:30 | \$196.50 |
| TR095 | TRAILER 1993 STOW T3000 YW (M-95 / M95) | \$105.00 | 01:30 | \$157.50 |

Total Equipment \$787.50

Materials

| Material | Cost Per Unit | Units | Line Cost |
|-----------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |
| Tipping Fee (per ton) | \$85.74 | 0.17 | \$14.58 |

Total Materials \$764.58

Grand Total \$1839.71

Description of Work:

CLEAN UP NEWBRIDGE ROAD HV

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 29, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated July 9, 2019, authorized the Highway Department to clean up the premises located at 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 23, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 16, 2019, in the total amount of \$1,150.09, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 23, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,150.09 may be assessed by the Legislature of the County of Nassau against the parcel known as 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney

31

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 23, 2019


SUBJECT: Property Cleanup Assessment
43 Maxwell Drive, Westbury, New York 11590
Section 11, Block 428, Lot 24

The Department of Planning and Development, by memorandum dated July 9, 2019, directed the Highway Department to clean the premises located at 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 23, 2019, advised that the property was cleaned by a crew from the Highway Department on July 16, 2019. The cost incurred by the Town of Oyster Bay was \$1,150.09.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

TOWN OF OYSTER BAY

**Inter-Departmental Memo
July 9, 2019**

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 43 Maxwell Drive Westbury, NY 11590
SBL: 11-428-24

Nov. (No.00092) was issued to the owner of the above-referenced premises 7/01/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54
I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER

BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

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

THIS INDENTURE, made the 4th day of January, nineteen hundred and ninety five
 BETWEEN Security Pacific Realty Corp., a corporation with offices at
 1400 Old Country Road, Westbury, NY 11590

party of the first part, and Leon^W Neblett, residing at 1045 St. John's Place,
 Brooklyn, NY 11263

Section

1100

Block

428

Lot

22

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

at Hicksville in the Town of Oyster Bay, County of Nassau and State of New York, known as and by lot 24 in Block 428 as shown and designated on a certain map entitled "Map of Imperial Gardens Section No. 3, situated at Hicksville, Nassau County, New York, surveyed October 1957, Baldwin & Cornelius Co., Civil Engineers and Surveyors, Freeport, NY" and filed in the Office of the Clerk of the County of Nassau, September 18, 1958, under File No. 7074, and which said lot according to said map is bounded and described as follows:

BEGINNING at a point on the northeasterly side of Maxwell Drive distant 239.06 feet northwesterly from the extreme northwesterly end of the arc connecting the northwesterly side of Robbins Lane with the northeasterly side of Maxwell Drive;

RUNNING THENCE northwesterly along the northeasterly side of Maxwell Drive the following two courses and distances:

- 1) along the arc of a circle bearing to the left having a radius of 250 feet a distance of 0.75 feet;
- 2) North 48 degrees 02 minutes West 74.26 feet;

THENCE North 41 degrees 58 minutes East 100 feet;

THENCE South 48 degrees 02 minutes East 75 feet;

THENCE South 41 degrees 58 minutes West 100 feet to the northeasterly side of Maxwell Drive, the point or place of BEGINNING.

BEING AND EXTENDED TO BE same premises grantor acquired by Deed dated 7/26/94 and recorded 11/17/94 in Liber 10487 page 591.

Premises also known as 43 Maxwell Drive, Westbury, New York.

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

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

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

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

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

IN PRESENCE OF:



Security Pacific Realty Corp.

Caryn S. Schreiber
 Caryn S. Schreiber, Asst. V.P.

Town of Oyster Bay
Inter- Departmental Memo

July 23, 2019

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

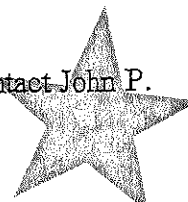
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

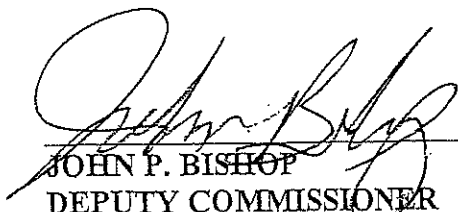
SUBJECT: 43 MAXWELL DRIVE, WESTBURY
CLEAN-UP

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 \$1,150.09.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY
JUL 23 7 2019



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (11-428-24) 43 MAXWELL DR WESTBURY 11590

Date Jul 16, 2019

Work Order # 61567

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|---------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PETER LLOYD | General Maintenance | 01:00 | \$43.19 | 00:00 | 0 | \$43.19 |
| GREGORY MARCHESE | General Maintenance | 01:00 | \$48.67 | 00:00 | 0 | \$48.67 |
| JASON SEMINARIO JR. | General Maintenance | 01:00 | \$19.23 | 00:00 | 0 | \$19.23 |
| Total Labor | | | | | | \$111.09 |

Tools/Vehicle

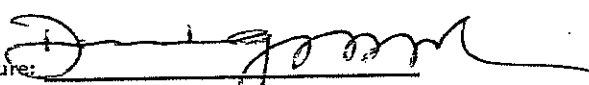
| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|---|---------------|-------|-----------|
| TD562 | TRUCK DUMP 2005 FORD F-350 YW (HP923 / HP924)- Power Wagons | \$105.00 | 01:00 | \$105.00 |
| TD648 | PICK-UP TRUCK 2009 FORD F-250 YW (T-010 / 010) | \$79.00 | 01:00 | \$79.00 |
| TD727 | TRUCK DUMP 2015 FORD F350 YW (T-185) - POWER WAGON | \$105.00 | 01:00 | \$105.00 |
| Total Equipment | | | | \$289.00 |

Materials

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

Grand Total \$1150.09

Description of Work:
CLEAN UP 43 MAXWELL DRIVE WESTBURY

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jul 23, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 28, 2019, authorized the Highway Department to clean up the premises located at 91 Dover Street, Massapequa, New York 11758, also known as Section 53, Block 16, Lot 54 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 30, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 30, 2019, in the total amount of \$1,500.91, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 30, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,500.91 may be assessed by the Legislature of the County of Nassau against the parcel known as 91 Dover Street, Massapequa, New York 11758, also known as Section 53, Block 16, Lot 54 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

32

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 30, 2019

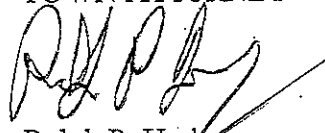
SUBJECT: Property Cleanup Assessment
91 Dover Street, Massapequa, New York 11758
Section 53, Block 16, Lot 54

The Department of Planning and Development, by memorandum dated May 28, 2019, directed the Highway Department to clean the premises located at 91 Dover Street, Massapequa, New York 11758, also known as Section 53, Block 16, Lot 54 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated May 31, 2019, advised that the property was cleaned by a crew from the Highway Department on May 30, 2019. The cost incurred by the Town of Oyster Bay was \$1,500.91.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

TOWN OF OYSTER BAY

Inter-Departmental Memo
May 28, 2019

Ken B. 2019-7297
HIGHWAY DEPARTMENT
RECD BY HIGHWAY DEPT
MAY 29 10 10 15

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 91 Dover Street Massapequa, NY 11758
SBL: 53-16-54

Nov. (No.19789 was issued to the owner of the above-referenced premises 5/14/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.

RECD TOWN ATTORNEY
MAY 29 15 41 19

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

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

THIS INDENTURE, made the 26th day of April, in the year 2005

BETWEEN

Sara Seepersad, residing at 91 Dover Street, Massapequa, NY 11758

party of the first part, and

8- Ashly Joseph and Gillymol Zachariah, ^{his wife} residing at 42 Union Avenue, Amityville, NY 11701

party of the second part,

WITNESSETH, that the party of the first part, in consideration of one dollar and other valuable and sufficient 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, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Medford in the Town of Brookhaven, County of Suffolk and State of New York being a part of Plot No. 1200 on a certain map entitled, "Map No. 29, Map of Property of the O.L. Schwencke Land and Inv. Company" location Patchogue, Long Island and filed in the Suffolk County Clerk's Office on 5/4/1901 as Map No. 551 and being more particularly bounded and described as follows:

S
53 BEGINNING at a concrete monument placed for a bound on the Easterly side of Bridgeport Avenue and distant 300 feet Southerly from the intersection of the Southerly side of Olympic Avenue with the Easterly side of Bridgeport Avenue and from said point of beginning;

RUNNING THENCE South 84 degrees 36 minutes 10 seconds East a distance of 200 feet to a concrete monument set in the Westerly side of Simm Avenue;



53

BL

16

L

54

Avenue with the Easterly side of Bridgeport Avenue and from said point of beginning;

RUNNING THENCE South 84 degrees 36 minutes 10 seconds East a distance of 200 feet to a concrete monument set in the Westerly side of Sipp Avenue;

THENCE South 5 degrees 25 minutes 50 seconds West along the Westerly side of Sipp Avenue a distance of 100 feet to a concrete monument.

THENCE North 84 degrees 36 minutes 10 seconds West a distance of 200 feet to a concrete monument set in the Easterly side of Bridgeport Avenue;

THENCE North 5 degrees 23 minutes 50 seconds East along the Easterly side of Bridgeport Avenue a distance of 100 feet to the point or place of BEGINNING.

Premises more commonly known as 91 Dover Street, Massapequa, NY 11758

Being and intended to be the same premises conveyed to the Grantor herein by deed dated 8/25/04, and recorded 9/16/04 in Liber 11844 at Page 683.

T
T
1492

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

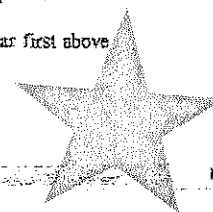
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

Carla Seepasco



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

May 31, 2019

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

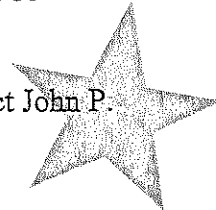
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

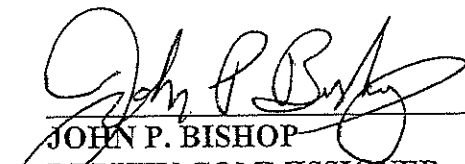
SUBJECT: 91 DOVER STREET, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,500.91.

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

12000292



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (53-16-54) 91 DOVER ST MASSAPEQUA 11758

Date May 30, 2019

Work Order # 60185

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|--------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| JAMES CHADWICK, II | General Maintenance | 00:00 | \$44.80 | 01:00 | 1.5 | \$67.20 |
| DONALD CHANDLER | General Maintenance | 00:00 | \$45.50 | 01:00 | 1.5 | \$68.25 |
| CHRISTOPHER MOORE | General Maintenance | 00:00 | \$26.03 | 01:00 | 1.5 | \$39.05 |
| ANTHONY VOLLONO | General Maintenance | 00:00 | \$51.61 | 01:00 | 1.5 | \$77.41 |
| Total Labor | | | | | | \$251.91 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| TD667 | PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022) | \$79.00 | 01:00 | \$79.00 |
| TD703 | TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons | \$105.00 | 01:00 | \$105.00 |
| TD728 | POWER WAGON 2015 T-245 | \$105.00 | 01:00 | \$105.00 |
| TR139 | 2003 CARMATE TRAILER 814CC YW | \$105.00 | 01:00 | \$105.00 |
| TR160 | TRAILER 2009 HHAUL 5200 BLACK | \$105.00 | 01:00 | \$105.00 |
| Total Equipment | | | | \$499.00 |

Materials

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

Grand Total \$1500.91

Description of Work:

CLEAN UP 91 DOVER STREET MASSAPEQUA

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: May 31, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 6, 2019, authorized the Highway Department to clean up the premises located at 5 Willow Street, Bethpage, New York 11714, also known as Section 46, Block 248, Lots 425 to 427 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated September 30, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 18, 2019, in the total amount of \$1,573.02, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated September 30, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,573.02 may be assessed by the Legislature of the County of Nassau against the parcel known as 5 Willow Street, Bethpage, New York 11714, also known as Section 46, Block 248, Lots 425 to 427 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

33

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 30, 2019

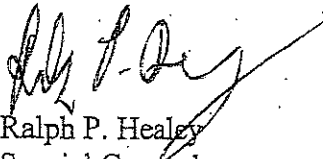
SUBJECT: Property Cleanup Assessment
5 Willow Street, Bethpage, New York 11714
Section 46, Block 248, Lots 425 to 427

The Department of Planning and Development, by memorandum dated June 6, 2019, directed the Highway Department to clean the premises located at 5 Willow Street, Bethpage, New York 11714, also known as Section 46, Block 248, Lots 425 to 427 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 29, 2019, advised that the property was cleaned by a crew from the Highway Department on June 18, 2019. The cost incurred by the Town of Oyster Bay was \$1,573.02.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 6, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 5 Willow Street Bethpage, NY 11714
SBL: 46-248-425 - 427

Nov. (No.18999 was issued to the owner of the above-referenced premises 5/29/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut in the front, side and rear yard,
- The dead tree overhanging the sidewalk be removed.
- The litter and debris be removed.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

DEED, made the 26th day of October, nineteen hundred and seventy-six.

BISHOP ESTATES INC., a domestic corporation with offices at 257 Cold Country Road, Hicksville, N. Y.

part of the first part, and
JOHN L. GAW, residing at 212-28 Murdoch Avenue, Queens Village, N.Y.

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, being and being in the Town of Oyster Bay, County of Nassau and State of New York, known as and by Lots 425, to 427, both inclusive on a certain map entitled, "Map of Brenner Estates, situated at Central Park, N.Y. - Edward Brenner, Esq. owner, surveyed January 1928 by Baldwin and Caradine Co., Inc., Engineers, Freeport, N.Y." and filed in the Office of the Clerk of the County of Nassau on February 23, 1928 under file No. 551, which said lots when taken together according to said map, are bounded and described as follows:

BEGINNING at a point on the westerly side of Willow Street, distant 200 feet northerly from the corner formed by the intersection of the westerly side of Willow Street with the northerly side of Brenner Avenue, running thence westerly at right angles to the westerly side of Willow Street, 100 feet; THENCE northerly and at right angles with the preceding course, 75.40 feet; THENCE easterly and along a line forming an interior angle of 31 degrees, 28 minutes, 0 seconds with the preceding course, 101.12 feet to the westerly side of Willow Street; THENCE southerly along the westerly side of Willow Street, 61.40 feet to the point or place of BEGINNING.

SAID premises being known as 5 Willow Street, Bethpage, N. Y., and are the same as those described in Liber 8958 Cp. 476.

ALL the stockholders of the party of the first part have consented to the conveyance by the party of the first part, and this deed is made in regular course of business of the party of the first part and is not a conveyance of all or substantially all of the assets of the party of the first part.

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

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

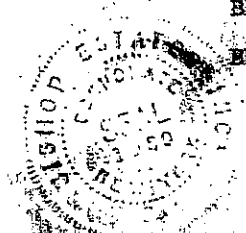
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

BISHOP ESTATES INC.

BY *Edwin Gordon*
Edwin Gordon, Pres.



NO 8993-383

STATE OF NEW YORK, COUNTY OF

On the 19 day of 19 before me personally came

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

STATE OF NEW YORK, COUNTY OF

On the 19 day of 19 before me personally came

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

STATE OF NEW YORK, COUNTY OF NASSAU

On the 26 day of SEPTEMBER 1976 before me personally came Edwin Gordon

known to me, being by me duly sworn, did depose and say that he resides at No. 1178 Andrews Lane, East Meadow, NY, and is the President.

BISHOP ESTATES INC., the corporation described herein, which executed the foregoing instrument, that he is the President of said corporation, that he is the owner of said instrument, and that it was so affixed by order of the Board of Directors of said corporation, and that he signed the same thereto by his order.

Joseph Mangiaracina
JOSEPH MANGIARACINA
NOTARY PUBLIC, State of New York
RNo 3057094926
Qualified in Nassau County
Commission Expires March 30, 1978

STATE OF NEW YORK, COUNTY OF

On the 19 day of 19 before me personally came

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

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

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS

BISHOP ESTATES INC.

TO
JOAN L. GAW

SECTION 46
BLOCK 248
LOT 425-427
COUNTY OR TOWN NASSAU

Recorded at Request of COMMONWEALTH LAND
TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE INSURANCE

COMMONWEALTH LAND
TITLE INSURANCE COMPANY

Rosenthal, Curry & Halsey
1600 Front Street
East Meadow, N.Y.
Zip No.

41468

RECORDED

NOV 1 3 24 PM '76
HAROLD W. MCCONNELL
COUNTY CLERK
NASSAU COUNTY

RECEIVED
REAL ESTATE
NOV 8 1976
TRANSFER TAX
NASSAU
COUNTY

NO 8893 PAGE 388

13000655

Town of Oyster Bay
Inter- Departmental Memo

June 29, 2019

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

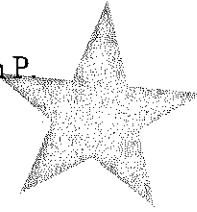
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

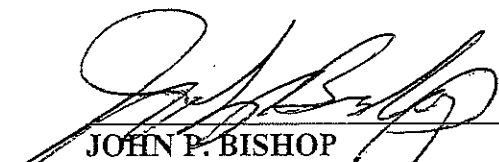
SUBJECT: 5 WILLOW STREET, BETHPAGE
CLEAN-UP

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 \$1,573.02.

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

RECEIVED
11/24/19 11:01:39

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-248-425) 5 WILLOW ST BETHPAGE 11714

Date Jun 18, 2019

Work Order # 60512

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|---------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| JEFFREY CARTER | General Maintenance | 00:00 | \$39.61 | 01:30 | 1.5 | \$89.12 |
| GARY LEWIS, II | General Maintenance | 00:00 | \$34.02 | 01:30 | 1.5 | \$76.55 |
| CHRISTOPHER MADDEN | General Maintenance | 00:00 | \$24.86 | 01:30 | 1.5 | \$55.94 |
| RAYMOND SWIERKOWSKI | General Maintenance | 00:00 | \$30.05 | 01:30 | 1.5 | \$67.61 |
| JASON SEMINARIO JR. | General Maintenance | 00:00 | \$19.23 | 01:30 | 1.5 | \$43.27 |

Total Labor \$332.49

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|--------------|---|---------------|-------|-----------|
| PK460 | SANU PACKER 2018 INTER 7400 YW | \$105.00 | 01:30 | \$157.50 |
| PU444 | PICK UP 2012 FORD F350 YELLO (21 / 021) | \$79.00 | 01:30 | \$118.50 |
| TD675 | 2010 FORD F250 PICK UP YW | \$79.00 | 01:30 | \$118.50 |

Total Equipment \$339.50

Materials

| Material | Cost Per Unit | Units | Line Cost |
|-----------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |
| Tipping Fee (per ton) | \$85.74 | 1.12 | \$96.03 |

Total Materials \$846.03

Grand Total \$1573.02

Description of Work:

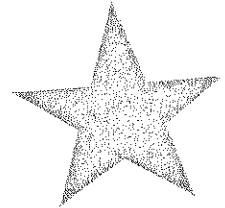
CLEAN UP 5 WILLOW STREET BP

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 29, 2019



WHEREAS, by Resolution No. 860-2017, adopted on December 12, 2017, the Town Board authorized and directed D & B Engineers & Architects, P.C., to perform On-Call Engineering Services relative to Tank Management Programs, in connection with Contract No. PWC20-18, for a two (2) year period, from January 1, 2018 through December 31, 2019; and

WHEREAS, D & B Engineers & Architects, P.C., by letter dated August 16, 2019, described the scope of work to be performed under Contract No. PWC20-18, in an amount not to exceed \$36,000.00, in connection with providing On-Call Engineering Services related to Tank Management Programs, to include assisting the Town with recent tank testing failure of Tank No. 18 in the Central Maintenance Garage; and

WHEREAS, John C. Tassone, Deputy Commissioner, Department of Public Works, by memorandum dated September 27, 2019, requested Town Board authorization for D & B Engineers & Architects, P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC20-18 related to Tank Management Programs and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$36,000.00 for this purpose; and

WHEREAS, funds in the amount of \$36,000.00 to satisfy said engineering costs are available in Account No. DPW-H-1997-20000-000-1401-001,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and D & B Engineers & Architects, P.C., is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC20-18, On-Call Engineering Services Relative to Tank Management Programs, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$36,000.00, with funds to be drawn from Account No. DPW-H-1997-20000-000-1401-001.

-#-

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

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

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

September 27, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN C. TASSONE, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC 20-18
TANK MANAGEMENT
D & B ENGINEERS AND ARCHITECTS, P.C.
ACCOUNT NO.: DPW-H-1997-20000-000-1401-001
PROJECT ID: 1401TWNA-06

The consultant, D & B Engineers and Architects, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC- 20-18 by Resolution No. 860-2017 for the subject project.

Attached is a letter dated August 16, 2019 from D & B Engineers and Architects, P.C. regarding the scope of work to be performed in an amount not to exceed \$36,000.00. Services to be performed include assisting the Town with recent tank testing failure of Tank No.18 in the Central Maintenance Garage.

Attached is an availability of funds in the amount of \$36,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DPW-H-1997-20000-000-1401-001.

It is hereby requested that the Town Board authorize by Resolution D & B Engineers and Architects, P.C. under Contract No. PWC 20-18, On-Call Engineering Services Relative to Tank Management and requests that the Comptroller be directed to issue an encumbrance order for this purpose.



JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/SC/lk

Attachment

cc: Town Attorney (w/9 copies)
Steven C. Ballas, Comptroller
Kathy Stefanich, Public Works
Eric Tuman, Commissioner/General Services
Michael Cipriano, Division Head/CVM



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



Requesting Division/Department

CVM

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

Contract Number PWC 20-18

Contract Period 01/01/18 - 12/31/19

Consultant/Contractor D & B Engineers and Architects, P.C.

Discipline Tank Management

Total Authorization \$ 130,110.33

Resolution No. 860-2017 Date 12/17/2017

Funded To Date \$ 94,110.33

Amount Requested \$36,000.00

Account To Be Used DPW - H-1997-20000-000-1401-001 / 1401TNA-06

If Capital Account, State The Related Contract Number: _____

Description Of Work

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

Tank Management Program

Tank #18 - CVM

Work To Be Completed In Contract Period: Yes ☒ No ☐

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$ _____

Requesting Division/Department

Signature [Signature]

Title Division Head CVM

Date 9-5-19

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 9/23/19

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 36,000.00

Unencumbered Balance 128,039.09

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

Yes ☒ No ☐

Signature [Signature]

Date 9/25/19



TOWN OF OYSTER BAY



WORK ORDER

This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2018

Contract No. PWC 20-18

Contract End 12/31/2019

Commencement Date _____

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

Vendor Name and Address

D & B Engineers and Architects, P.C.

330 Crossways Park Drive

Woodbury, NY, 11797

Requesting Town Department Parks

Contact Sunita Chakraborti Phone (516) 677 - 5725

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

Tank Management Program

Tank #18 - CVM

This work order shall not exceed \$ 36,000.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title Division Head CVM

Commissioner of Public Works

Date 9-5-19

Date 9/23/19



330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

Board of Directors

Steven A. Fangmann, P.E., BCEE
President & Chairman

Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

William D. Merklin, P.E.
Senior Vice President

June 12, 2019
Revised August 16, 2019

John Tassone, Deputy Commissioner
Department of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, NY 11796

Attn: Sunita Chakraborti
Department of Engineering

Re: Tank 18, Waste Oil Tank Replacement Design and Permitting
150 Miller Place
TOB Contract No.: PWC 20-18

Dear Deputy Commissioner Tassone:

As the Town's Tank Management Consultant under the above-referenced contract, we are pleased to submit this Task Order Proposal to assist the Town with replacement of Tank No. 0018 which services the Vehicle Maintenance Garage at 150 Miller Place. As reflected in our March 16, 2019 report, attempts to repair and hydrostatically test the tank for tightness have proven unsuccessful. As this tank has previously failed a county-mandated conventional tightness test in 2017, removal or abandonment of this tank is required.

We have reviewed the current arrangement of this tank, and find that the in-kind replacement of this tank will be challenging due to several factors including its relatively deep burial depth (8-feet to tank manway), its close proximity to Tank #17 (approximately 3-feet sidewall separation), and the suspected proximity of the maintenance building's foundation to the tank. For these reasons, it is our opinion that other options be explored to replace this equipment. Abandonment of this existing tank was evaluated; however, as this tank serves to collect oils removed from the existing trench drains, and facility truck wash in the vehicle maintenance garage, the waste oil storage tank and oil/water separator are critical to routine operation of the garage facility.

As summarized in our March 16, 2019 report regarding Tank 0018, it is our recommendation to abandon the existing Tank No. 0018 in place and construct a new aboveground waste oil storage tank within the existing maintenance facility garage structure. This will include the installation of an underground pumping system at the location of the existing trench drain/truck wash piping outfall below the building's floor slab.

John Tassone, Deputy Commissioner
Department of Public Works
Town of Oyster Bay
June 12, 2019
Revised August 16, 2019

Page 2

Waste oil treatment and storage is governed locally by the Nassau County Department of Health under Nassau County Public Health Ordinance Article XI, *Toxic and Hazardous Materials Storage, Handling and Control* and Article XV, *Petroleum Bulk Storage Regulations*. Our review of available drawings and documentation for this system suggests that the existing oil/water separator associated with this wastewater treatment system is not currently permitted with the Nassau County Department of Health, as required by local regulation. This existing separator is located in a below-grade vault within the maintenance garage building, which restricts access for routine maintenance and operation. As part of this proposal, we recommend and have included effort to assist with the replacement of the existing oil/water separator with a new oil/water separator with integrated waste oil storage tank to be located within the maintenance garage. The existing separator will be removed or abandoned, and a new sump-style pumping system will be designed to take its place and to collect waste liquids from the existing facility drain piping for treatment in the new above-grade oil/water separator. Waste oils will be stored in a new integrated reservoir and treated water from the process will be routed through the building and will drain by gravity into the existing County sewer connection at the front of the garage.

We understand that the Town requires only design and permitting assistance for this project and that construction of the work will be accomplished through the Town's existing storage tank requirements contract.

In order to support the Town with these improvements, we propose the following detailed scope of work:

A. SCOPE OF WORK

Design and Permitting

- Visit the site and evaluate available locations for the new aboveground oil/water separator and waste oil reservoir. Coordinate with CVM and engineering staff to determine the combined wastewater flowrate from the facility including discharge to floor drains and future truck wash discharge. Select treatment equipment based upon the facility needs.
- Coordinate with Town staff to utilize the Town's existing tank maintenance contractor to perform a confined entry event into the existing oil/water separator vault as required to collect measurements, prepare demolition drawings and design the new sump-style pumping system within the existing underground vault.

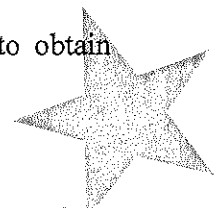
John Tassone, Deputy Commissioner
Department of Public Works
Town of Oyster Bay
June 12, 2019
Revised August 16, 2019

Page 3

- Design the new pumping system, electrical systems and sewer discharge piping to accommodate the existing vault configuration and to promote maintenance access for new equipment. Evaluate whether new compressed air equipment is necessary or if existing compressed air capacity is available within the maintenance garage for powering new oil/water separator pumping system. Select and specify an air compressor and related accessories, as required.
- Prepare detailed drawings to represent existing conditions and demolition related to the removal or abandonment of the existing oil/water separator, waste oil tank and related monitoring equipment.
- Perform mechanical and electrical design of the new treatment system equipment and prepare detailed drawings to represent the proposed configuration. The drawings will be prepared to meet the permitting requirements of the NCDH and will be suitable for solicitation of public bids from construction contractors.
- Prepare detailed specifications to represent the new equipment, construction materials and related requirements. Incorporate the Town's standard front-end documents and coordinate with the Town as necessary to obtain approval and prepare the project for public bidding.
- Provide draft design documents and meet with Town representatives to discuss the proposed equipment and arrangement and solicit Town comments. Incorporate comments received into the documents.
- Prepare application forms and related permit documents, solicit Town signatures and submit the project for NCDH review.
- Respond to questions and comments received from NCDH as required to obtain approval to construct the improvements.

Regulatory Inspection and Certification

- Following construction of the improvements by the Town, perform an inspection of the completed work and prepare a punchlist of any outstanding regulatory requirements.
- Once all regulatory elements are satisfied, prepare an Engineer's Certification of completion and coordinate with the NCDH to perform a joint inspection of the completed work to request permission to place the improved treatment and storage systems into operation.



John Tassone, Deputy Commissioner
Department of Public Works
Town of Oyster Bay
June 12, 2019
Revised August 16, 2019

Page 4

B. FEES

The proposed fees to complete the above tasks will be based upon time and expenses actually incurred in relation to the above scope in accordance with the terms of our on-call agreement with the Town and will not exceed the following values:

| | |
|---|-----------------|
| Design and Permitting | \$32,000 |
| Regulatory Inspection and Certification | <u>\$4,000</u> |
| Total | \$36,000 |

Direct expenses, including mileage and document reproduction are included in the above fees. Tank registration fees are not included in the above and can be paid directly by the Town, as required during the registration process.

If you have any questions regarding this proposal, please feel free to call me at (516) 364-9890, Ext. 3005.

Very truly yours,



Steven A. Fangmann, P.E., BCEE
President and CEO



SAF/PRSt/cf, kb

cc: S. Chakraborti (TOB-DPW)
M. Cipriano (TOB-CVM)
P. Sachs (D&B)

•PX10202\SAF061019JT_Ltr(R03)

Meeting of December 12, 2017

Resolution No. 860-2017

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated December 4, 2017, advised that on October 20, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to Tank Management Programs, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC20-18, for a two (2) year term contract commencing January 1, 2018 through December 31, 2019; and

WHEREAS, in response to that Request for Proposals, four (4) responses were timely received by the Department of Public Works; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected D & B Engineers & Architects, P.C., Cashin Associates, P.C., and Holzmacher, McLendon & Murrell, P.C. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with D & B Engineers & Architects, P.C., Cashin Associates, P.C., and Holzmacher, McLendon & Murrell, P.C. to provide Engineering Services relative to Tank Management Programs, in accordance with the specifications contained in Contract No. PWC20-18, for a two (2) year term, commencing on January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC20-18 with D & B Engineers & Architects, P.C., Cashin Associates, P.C., and Holzmacher, McLendon & Murrell, P.C., in accordance with the provisions thereunder for a two (2) year term, commencing on January 1, 2018 through December 31, 2019.

#

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

| | |
|-----------------------|--------|
| Supervisor Saladino | Aye |
| Councilman Muscarella | Aye |
| Councilman Macagnone | Aye |
| Councilwoman Alesia | Absent |
| Councilwoman Johnson | Aye |
| Councilman Imbroto | Absent |
| Councilman Hand | Aye |

cc: Supervisor (2)
Town Attorney
Comptroller
Public Works

Reviewed By
Office of Town Attorney

Reviewed By
Office of Town Attorney

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

WHEREAS, P.W. Grosser Consulting Engineers, P.C., by letter dated July 30, 2019, described the scope of work to be performed in connection with providing environmental engineering services to include the design of an upgraded treatment system to accommodate increased water usage and further treat potable water at TOBAY Beach, under Contract No. PWC23-18, in an amount not to exceed \$87,100.00; and

WHEREAS, P.W. Grosser Consulting Engineers, P.C., by said letter, also requested authorization to retain Delta Well and Pump Co., Inc., as a sub-consultant to perform a video inspection of well number 4 as part of the engineering report; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated September 30, 2019, requested Town Board authorization for P.W. Grosser Consulting Engineers, P.C. to provide the aforesaid On-Call Environmental Engineering Services under Contract No. PWC23-18, and further requested that P.W. Grosser Consulting Engineers, P.C. be authorized to retain Delta Well and Pump Co., Inc., as a sub-consultant, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$87,100.00 for this purpose; and

WHEREAS, Commissioner Lenz advised that funds in the amount of \$87,100.00, to satisfy said engineering costs, are available in Account No. PKS H 7197 20000 000 1902 001,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and P.W. Grosser Consulting Engineers, P.C. is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC23-18, On-Call Environmental Engineering Services, and P.W. Grosser Consulting Engineers, P.C. is hereby authorized to retain Delta Well and Pump Co., Inc., as a sub-consultant to perform a video inspection of well number 4 as part of the engineering report, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$87,100.00, with funds to be drawn from Account No. PKS H 7197 20000 000 1902 001.

-#-

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

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

35

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

September 30, 2019

TO: MEMORANDUM DOCKET

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

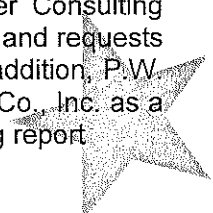
SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO ENVIRONMENTAL ENGINEERING
USE OF SUB-CONSULTANT
CONTRACT NO. PWC23-18
ACCOUNT NO.: PKS H 7197 20000 000 1902 001
PROJECT ID. 1902PKSA-02


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

Attached is a letter dated July 30, 2019 from P.W. Grosser Consulting Engineers, P.C., regarding the scope of work to be performed in an amount not to exceed \$81,700.00. Services to be performed include design of an upgraded treatment system to accommodate increased water usage and further treat potable water at Tobay Beach. In addition, P.W. Grosser Consulting Engineering, P.C. has requested the use of Delta Well and Pump Co., Inc. as a sub-consultant to perform a video inspection of well number 4 as part of the engineering report.

Attached is an availability of funds in the amount of \$81,700.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. PKS H 7197- 20000 000 1902 001.

It is hereby requested that the Town Board authorize, by Resolution, P.W. Grosser Consulting Engineering P.C., under Contract No. PWC23-18, On-Call Environmental Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose. In addition, P.W. Grosser Consulting Engineering, P.C. has requested the use of Delta Well and Pump Co., Inc. as a sub-consultant to perform a video inspection of well number 4 as part of the engineering report




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


RWL/JCT/MR/nm

Attachment

cc: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
Joseph G. Pinto, Commissioner/Parks
Kathy Stefanich, Administrative Division/DPW

PWC023-18 DOCKET ENVIRONMENTAL ENGINEERING



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



Requesting Division/Department _____

Parks

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

Contract Number PWC23-18

Contract Period January 1, 2018 through December 31, 2019

Consultant/Contractor P.W. Grosser Consulting Engineers, P.C.

Discipline Environmental Engineering

Total Authorization \$119,700.00

Resolution No. 862-2017 Date 12/12/2017

Funded To Date \$38,000.00

Amount Requested \$81,700.00

Account To Be Used PKS-H-7197-20000-000-1902-001 1902PKSA-02

If Capital Account, State The Related Contract Number: _____

Description Of Work

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

Funds are required for the design of an upgraded treatment system to accommodate increased

water usage and further treat the potable water at Tobay Beach.

Work To Be Completed In Contract Period: Yes ☒ No ☐

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$ _____

Requesting Division/Department

Signature [Signature]

Title Commissioner of Parks

Date 8/27/19

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 8/21/19

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 81,700.00

Unencumbered Balance 759,628.20

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes ☒ No ☐

Signature [Signature]

Date 8/28/19



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2018

Contract No. PWC23-18

Contract End 12/31/2019

Commencement Date _____

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

Vendor Name and Address

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

630 Johnson Ave, #7

Bohemia, NY 11716

Requesting Town Department Parks

Contact Brian Kunzig Phone 677-5741

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

Funds are required for the design of an upgraded treatment system to accommodate increased

water usage and further treat the potable water at Tobay Beach.

This work order shall not exceed \$ 81,700.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title Commissioner of Parks

Commissioner of Public Works

Date 8/27/19

Date 8/21/19

P.W. GROSSER CONSULTING



July 30, 2019

Matthew Russo, PE
Engineering Division Head
Town of Oyster Bay Department of Public Works
150 Miller Place
Syosset, NY 11791

**RE: TOBAY Beach Potable Water Treatment System Upgrade
PWGC LP# 19LP494**

Mr. Russo,

P.W. Grosser Consulting Engineer and Hydrogeologist, P.C. (PWGC) is pleased to present this proposal to provide professional engineering services to upgrade the Town of Oyster Bay's (Town) Potable Water Treatment Facility at TOBAY Beach.

Background

PWGC attended a July 18, 2019 site meeting with members of the Town where TOBAY Park Manager Travis McCabe indicated the facility's chlorine injection routinely fails to function and that high iron levels have caused staining at the spray wash park and issues with the food service vendor. The Town wishes to have both issues remedied as soon as possible. Mr. McCabe noted the backwash systems of the existing pressure sand filters were in good working order, but the existing orthopolyphosphate feed pumps routinely malfunction and should be replaced with a more reliable pump.

PWGC is very familiar with the TOBAY water facilities. In 2009, PWGC designed Well No. 4 and the upgrades for the existing filtration system. After Superstorm Sandy, PWGC worked with the Town's electrician to ensure controls and safety devices were functioning correctly.

Existing Water System

The existing water system is comprised of three (3) wells of varying flows. Water from the wells is pumped through an underground distribution system to the existing filtration building. Chlorine is then injected upstream of the existing pressure filtration system. The injection of chlorine is currently performing three (3) functions: reacting with the soluble iron to cause the formation of iron oxide (rust), reacting with the hydrogen sulfide and causing sulfur to precipitate; and protecting the distribution system from bacteriological growth.

Water then passes through the existing pressure filtration system where the iron and sulfur are captured by the sand media within the filter. The water then exits the filter where it is injected with orthopolyphosphate, which is used to prevent corrosion to the existing piping and plumbing fixtures.

Periodically, the filters are automatically backwashed to remove iron and sulfur that have accumulated in the filter, which are automatically backwashed based upon an upstream and downstream pressure differential.

PRELIMINARY ANALYSIS

Due to the high costs associated with water treatment, PWGC did a preliminary forensic analysis to determine why the current system does not appear to be functioning correctly.

PWGC believes the existing filtrations system was not originally designed for iron and hydrogen sulfide treatment, but to remove turbidity. Orthopolyphosphate was injected upstream of the filters for the purpose of iron sequestration.

In 2009, during the construction of Well No. 4, dissolved hydrogen sulfide was present in the groundwater. In order to treat the hydrogen sulfide, chlorine was injected upstream of the filter to react with the hydrogen sulfide. Injection of the chlorine neutralized the hydrogen sulfide but caused the soluble iron to oxidize. Orthopolyphosphate was then injected downstream of the filter for the purposes of corrosion control, but not for iron sequestration.

Effective iron and hydrogen sulfide removal treatment by oxidation and filtration requires a minimum filter area to effectively perform treatment. Typically, the hydraulic loading rate to an iron removal filtration system is about four (4) gallons-per-minute (gpm) per square feet of filter area. There are currently two (2) 54-inch (4.5 feet) diameter filters with an effective filtration depth of approximately two (2) feet. It appears the existing filters could handle a maximum flow rate for of 130 gpm, which is less than the required 300 gpm to handle peak hourly rates.

TREATMENT ALTERNATIVES

PWGC evaluated treatment technologies to determine the most cost efficient means to treat iron, hydrogen sulfide and turbidity.

Iron Treatment

Sequestration Treatment

PWGC believe it is possible to sequester the iron by injecting a higher dose of orthopolyphosphate at the well. This would require the installation of orthopolyphosphate tanks and pumps and chemical safety interlocks at each of well facilities. Storage and handling of orthopolyphosphate at each the wells would pose challenges since two of the wells are in underground vaults.

Oxidation by Aeration

Aeration would require the construction of an aeration basin and the installation of a booster pumping station. Aeration basins are required to be protected from potential contamination, so a new structure would be required. Iron entering the aeration basin would need to be filtered before entering a new clear well and booster pumping station. The booster pumping station would pump the water into the distribution system and hydropneumatic tanks. The existing well pumps would need to be replaced, or a

pressure control valve would need to be installed to account for the discharge pressure to an aeration basin. The control valve would not reduce the energy requirements.

Oxidation by Chemical Treatment

Oxidation of iron by chemical treatment is very effective means to form iron oxide. The most common chemical additives to treat iron are chlorine and potassium permanganate. Potassium permanganate is typically used in conjunction with a manganese greensand filters. These filters are designed to work under pressure and have controls to initiate a backwash sequence and regeneration with potassium permanganate.

Hydrogen Sulfide Treatment

Effective hydrogen sulfide treatment can be achieved with activated carbon, aeration or air stripping or oxidation.

Activated Carbon

Activated carbon filters can be effective when hydrogen sulfide is present in low levels (up to about 0.3 ppm). The hydrogen sulfide is absorbed onto the surface of the carbon particles.

Aeration

Aeration would entail the same requirement as mentioned for iron treatment. Since the storage of orthopolyphosphate at each of the wells may not be feasible, aeration for hydrogen sulfide should only be considered if it includes iron treatment.

Oxidation by Chemical Treatment

Oxidation of hydrogen sulfide uses the same treatment chemicals as iron treatment and the treatment equipment the same. This method should only be considered if it includes treatment for iron.

Turbidity Treatment

Coagulation, Flocculation, and Sedimentation Basin

Utilizing this method would require the installation of large tank to inject an aluminum or iron salt to destabilize negatively charged particles. Flocs would form before being allowed to settle within a sedimentation basin or filtered out. These systems would also need to be enclosed and require an operator to routinely monitor system operation. PWGC believes this type of system should not be used for the TOBAY Beach water system.

Pressure Filtration / Manganese Greensand Filters

These filters have been used extensively for turbidity removal. During his process particles are absorbed to the media and cannot continue downward through the media. The filter sand is typically 0.4 to 0.6 mm in diameter.

RECOMMENDED TREATMENT

PWGC recommends installation of a new Manganese Greensand Filter. This type of treatment will effectively remove iron, hydrogen sulfide, and turbidity. The installation of the filter would eliminate the issues associated with storing orthopolyphosphate at each of the wells.

In addition, PWGC believes the existing filters should be replaced. This recommendation is based on our observation that the filters are undersized and more than 30 years old, which is beyond their useful service life.

The new iron removal/hydrogen sulfide treatment system will be designed with fiberglass tanks and PVC internal piping, which are corrosion resistant. The system will be designed with an automatic backwash system and a potassium permanganate feed system. Flow meters, differential pressure switches and timers will be used to initiate a backwash cycles at predetermined times.

The new treatment system will be housed within the existing filter building. It is expected the existing pressure and bag filters will have to be demolished and removed to accommodate the installation of the new filtration system.

SCOPE OF SERVICES

TASK 1 - ENGINEERING REPORT

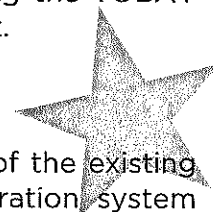
The Nassau County Department of Health (NCDOH) will require an engineering report be submitted if there is a change in treatment and prior to the submission of design documents for approval. PWGC will prepare an engineering report for the installation of the manganese greensand filtration system. The report will include the necessary calculations to determine if corrosion control should be changed from orthopolyphosphate to soda ash. The report will include a preliminary floor plan of the new manganese greensand filter system. Since chlorine will not be used to oxidize iron or react with hydrogen sulfide, PWGC will evaluate the potential of obtaining a chlorine waiver during this phase of the services.

If necessary, PWGC will meet with NCDOH officials to discuss the project in detail and verify their requirements. If necessary, PWGC can meet with NCDOH officials if there are comments on the report that cannot be easily resolved.

PWGC will require recent sampling data for the three (3) wells servicing the TOBAY Beach water supply prior to the commencement of the engineering report.

TASK 2 - DESIGN SERVICES

Plans and specification will be prepared for the complete replacement of the existing filtration system and the design of a new manganese greensand filtration system



utilizing potassium permanganate. PWGC will also prepare plans and specifications for the new chlorination facilities if a chlorine waiver cannot be obtained. This will include the elimination of the existing chlorine briquettes and installation of new liquid chlorine comprised of sodium hypochlorite. PWGC will size new chlorine tanks with secondary containment to have a 30-day supply of chlorine.

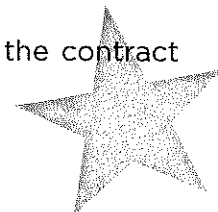
If during the report phase, PWGC determines it is necessary to eliminate the orthophosphate system and replace it with a soda ash treatment system, PWGC will prepare the required plans and specifications for these upgrades. This will include the storage tank, mixing equipment and injection pumps. If orthophosphate will remain in use, PWGC will specify replacement pumps.

PWGC plans and specifications will be prepared for the purposes of obtaining regulatory approvals and construction purposes. PWGC plans will include demolition, architectural, structural, mechanical and electrical drawings so a complete system can be approved, bid and constructed.

TASK 3 - CONSTRUCTION PHASE SERVICES

PWGC plans will provide the following construction phase services.

- Deliver (10) ten sets of plans and specifications to the Town.
- Prepare the notice to bidders, advertise the bid and obtain the affidavit of the advertisement.
- Attend a pre-bid meeting.
- Answer contractor questions during the bidding, prepare and issue addenda as required.
- Review the bids and check the contractor's qualifications.
- Make a recommendation of award.
- Prepare conformed contracts and issue to the Town attorney.
- Preparation of a notice of award and notice to proceed.
- Attend a preconstruction conference.
- Review submittals.
- Periodically visit the site to ensure the work is in compliance with contract documents.
- Process change orders and credits.
- Prepare written correspondences for items not in compliance with the contract documents and prescribe ways to remedy the problems.
- Process payment requisitions.
- Prepare punch list items.
- Oversee startup and testing of new equipment.
- Review operation and maintenance manuals.
- Attend inspections with NCDOT officials.
- Coordinate monthly meetings and prepare meeting minutes.
- Prepare closeout documents.



TASK 4 - TV INSPECTION SERVICES

PWGC request the approval of Delta Well and Pump as a Sub-Consultant. Recent sampling of Well No. 4 revealed unusually high levels of iron and turbidity. PWGC will coordinate with Delta Well and Pump to remove the existing pump and perform a video log of the well. Their detailed cost proposal is attached to PWGC's proposal.

Costs

Task 1 - Engineering Report, Modelling and NCDOH Meetings - \$23,200

Task 2 - Preparation of Contract Documents - \$58,500

Task 3 - Construction Phase Services - \$32,700

Task 4 - TV Inspection Services - Refer to cost proposal provided by Delta Well and Pump.

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

Services provided by PWGC would be performed as per the enclosed terms and conditions. Should you find this proposal acceptable kindly sign below where indicated. Work will commence upon receipt of this signed proposal.

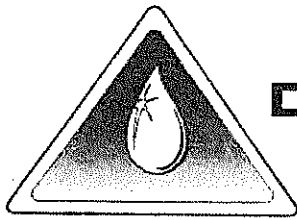
We appreciate the opportunity to propose on these engineering services and look forward to working with you. Should you have any questions or wish to discuss this proposal in further detail please do not hesitate to contact me, gerryr@pwgrossex.com, at any time.

Regards,
P.W. GROSSER CONSULTING



Gerry Rosen, PE
Vice President





DELTA WELL & PUMP Co., Inc.

WATER AND ENVIRONMENTAL DRILLING

September 10, 2019

Mr. Paul K. Boyce, P.E., P.G., President and C.E.O.
P.W. Grosser Consulting
630 Johnson Ave, Suite 7
Bohemia, NY 11716

Reference: Tobay Beach – Investigation at Well No. 4

Dear Mr. Boyce:

We are pleased to submit our cost estimate for well investigative services at the referenced location. Our proposed work scope includes the following:

Removal and inspection of vertical turbine pumping unit
Measure well depth
Conduct video log of well
Install temporary 30 GPM submersible pump
Conduct video log of well while purging
Reinstall vertical turbine pumping unit

Our pricing:

| | |
|---|----------------------|
| Project mobilization and demobilization..... | \$ 2,500.00 lump sum |
| Removal and inspection of pumping unit..... | 6,500.00 lump sum |
| Video logging of well \$1,725/event x 2..... | 3,450.00 |
| Installation and removal of temporary submersible pump..... | 3,000.00 lump sum |
| Reinstallation of vertical turbine pumping unit..... | 7,500.00 lump sum |
| Total cost estimate..... | \$22,950.00 |


While we can induce several ounces of granular chlorine in the well prior to reinstallation of the vertical turbine pumping unit, we have not included any other disinfection costs in this estimate.

We assume the Town will purge and sample the well prior to placing it back online as a potable supply well.

We hope the above meets with your approval. Please call or email me with any questions.

Very truly yours,

DELTA WELL & PUMP CO., INC.


Christopher M. Okon
Project Manager

CMO:co
190910

Meeting of December 12, 2017

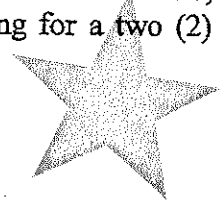
Resolution No. 862-2017

Read By
Official Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated November 27, 2017 and December 4, 2017, advised that the Department of Public Works issued a Request for Proposal to firms seeking to provide On-Call Engineering Services to the Town, relative to Environmental Engineering, resulting in the receipt of nine (9) submissions, and after review and analysis of the submissions based upon the technical merits of the responses has selected D & B Engineers & Architects, P.C., Gannett Fleming Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., Lockwood, Kessler & Bartlett, Inc. and PW Grosser Consulting Engineers, P.C. to perform On-Call Engineering Services in connection with Contract No. PWC23-18, for a two (2) year contract, from January 1, 2018 through December 31, 2019; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved and in connection with Contract No. PWC23-18, D & B Engineers & Architects, P.C., Gannett Fleming Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., Lockwood, Kessler & Bartlett, Inc. and PW Grosser Consulting Engineers, P.C., are hereby authorized and directed, in connection with Contract No. PWC23-18, to provide On-Call Engineering Services relative to Environmental Engineering for a two (2) year contract, from January 1, 2018 through December 31, 2019.

#



Reviewed By
Office of Town Auditor
[Signature]

WHEREAS, the New York State Department of Environmental Conservation has announced funding for the collection and disposal of electronic waste through the 2018 Electronic Waste Assistance Program, intended to assist municipalities with recent unexpected costs of collection and recycling electronic waste, which funding may be awarded for the reimbursement of up to 50% of costs incurred between the dates of January 1, 2018 through December 31, 2018, associated with the Town of Oyster Bay's routine collection and disposal of electronic waste, including but not limited to computers, computer peripherals, televisions, small scale servers, and small electronic equipment; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated October 7, 2019, informed the Town Board that the Town of Oyster Bay has been approved to receive up to \$68,479.01 in reimbursement for eligible expenses incurred, and requested Town Board authorization to permit the Supervisor, or his designee, to execute all forms necessary in connection with the New York State Department of Environmental Conservation's 2018 Electronic Waste Assistance Program,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, the Supervisor, or his designee, is authorized to execute all forms necessary in connection with the New York State Department of Environmental Conservation's 2018 Electronic Waste Assistance Program.

#

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

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

4

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

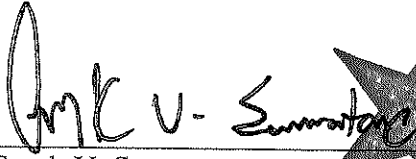
FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS


DATE: OCTOBER 7, 2019

SUBJECT: NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION: 2018 ELECTRONIC WASTE ASSISTANCE PROGRAM

The New York State Department of Environmental Conservation (NYS DEC) 2018 Electronic Waste Assistance Program provides up to 50% reimbursement for costs incurred in administering e-waste collection/recycling programs for the period of January 1, 2018 through December 31, 2018. Through this Program, the Town of Oyster Bay (Town) has been approved to receive up to \$68,479.01 in reimbursement for eligible expenses incurred.

Receipt of 2018 Electronic Waste Assistance Program funding is contingent upon the execution of a State of New York Master Contract between the Town and the NYS DEC. It is therefore respectfully requested that the Town Board adopt a Resolution authorizing the Supervisor and/or the Supervisor's authorized designee to execute documents in connection with the New York State Department of Environmental Conservation 2018 Electronic Waste Assistance Program.


Frank V. Sammartano,
Commissioner
By Colin Bell

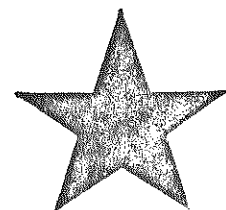


cc: Town Attorney w/9 Copies

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

| | |
|---|--|
| <p>STATE AGENCY (Name & Address):</p> <p>Department of Environmental Conservation</p> <p>625 Broadway Albany, NY 12233-1080</p> | <p>BUSINESS UNIT/DEPT. ID: DEC01</p> <p>CONTRACT NUMBER: DEC01-C00999GG-3350000</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p> |
| <p>CONTRACTOR SFS PAYEE NAME:</p> <p>OYSTER BAY TOWN OF</p> | <p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p> |
| <p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>Oyster Bay, Town of</p> | <p>PROJECT NAME:</p> <p>Town of Oyster Bay - Electronic Waste State Assistance Grant</p> |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000000872</p> <p>Federal Tax ID Number: 116001934</p> <p>DUNS Number (if applicable): 072369622</p> | <p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> |
| <p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>54 AUDREY LN OYSTER BAY, NY 11771</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> | <p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code: 280363400000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p> |

Contract Number: # DEC01-C00999GG-3350000



STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

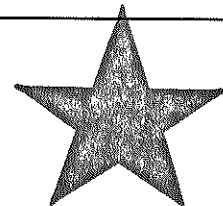
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|---|---|
| <p>CURRENT CONTRACT TERM:</p> <p>From: 01/01/2018 To: 12/31/2018</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 01/01/2018 To: 12/31/2018</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p> | <p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$68,479.01</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State</p> <p><input type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p> |
|---|---|

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

| # | CURRENT PERIOD | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|----------------|----------------|----------------|----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

Contract Number: # DEC01-C00999GG-3350000



STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

- ☒ A-1 Program Specific Terms and Conditions
- ☐ A-2 Federally Funded Grants

Attachment B:

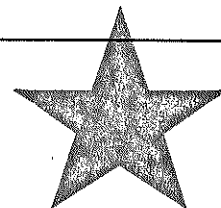
- ☒ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-1 (A) Expenditure Based Budget (Amendment)
- ☐ B-2 (A) Performance Based Budget (Amendment)
- ☐ B-3 (A) Capital Budget (Amendment)
- ☐ B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Contract Number: # DEC01-C00999GG-3350000



IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

OYSTER BAY TOWN OF

By: _____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Environmental Conservation

By: _____

Printed Name

Title: _____

Date: _____

**ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM**

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

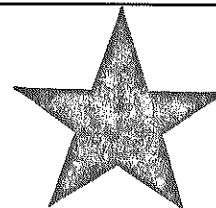
Printed Name

Title: _____

Date: _____

Contract Number: # DEC01-C00999GG-3350000

Page 1 of 1, Master Contract for Grants Signature Page



**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

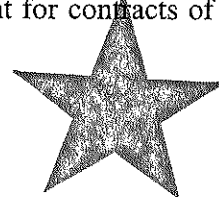
STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than



five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # DEC01-C00999GG-3350000



OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

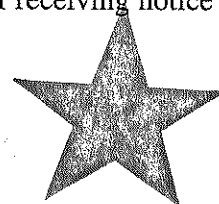
G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the



Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

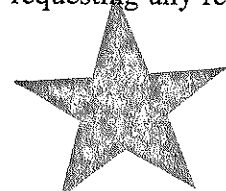
K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from



any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

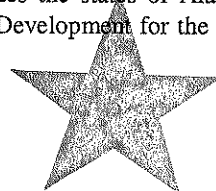
S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.



II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

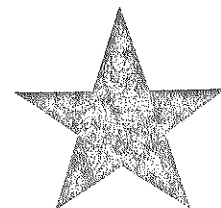
B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.



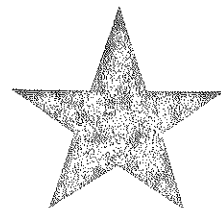
C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.



b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

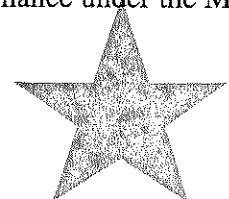
a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

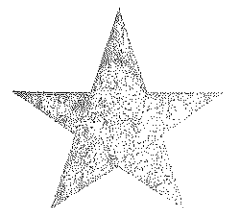
D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.



III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.



B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

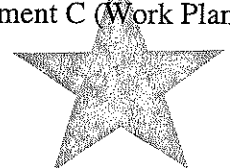
C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).



The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

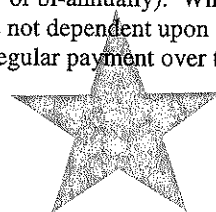
g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.



h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

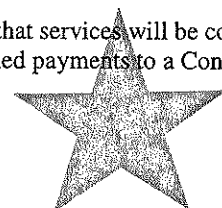
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

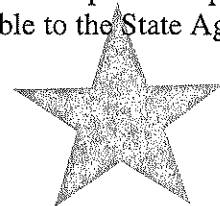
1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.



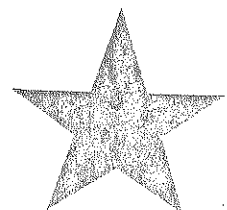
2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.



- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

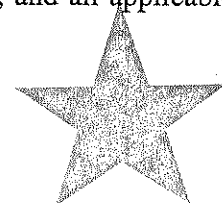
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.



2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

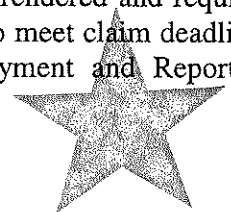
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting



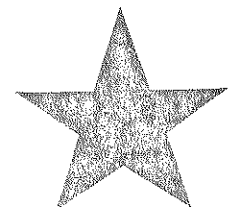
Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any



Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,



detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

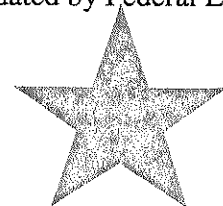
e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).



F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

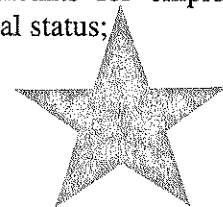


Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

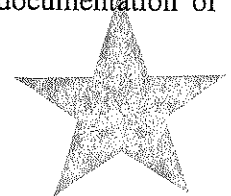


2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;



b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

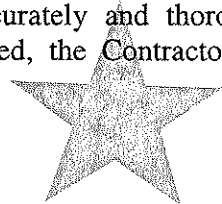
The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may



obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

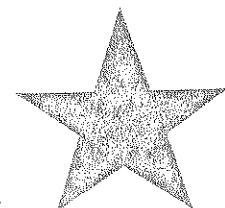
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:



- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

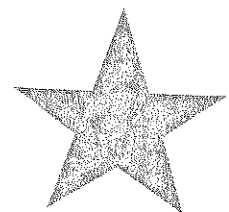
7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.



ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

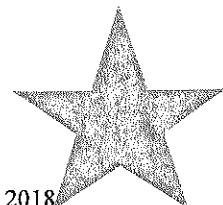
(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.



(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.



- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Richard Clarkson, Director, Bureau of Solid Waste Management
NYS DEC, Division of Materials Management
625 Broadway, 9th Floor
Albany, NY 12233-7260
(518) 402-8678

The designated appeal individual to review decisions is:

David Vitale, Director
NYS DEC, Division of Materials Management
625 Broadway, 9th Floor
Albany, NY 12233-7250
(518) 402-8651

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the



Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

- (a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department

against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

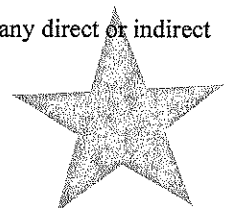
- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

- (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
- (2) alterations of the items by the Department;
- (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
- (4) use of items in combination with apparatus or devices not delivered by the Contractor;
- (5) use of items in a manner for which the same were neither designed nor contemplated; or
- (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.



- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

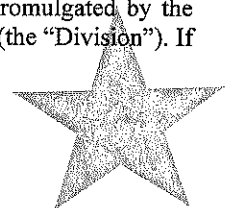
- (1) For purposes of this procurement, the Department hereby establishes an overall goal of up to **20%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).
- (2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- (3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If



any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

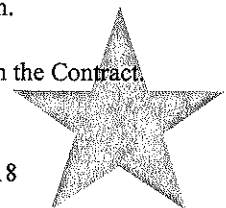
- (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
- (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
- (iv) The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
 - e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 0% Minority Labor Force Participation, 0% Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.



- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (d) MWBE Utilization Plan**
- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.
- (e) Waivers**
- (1) For Waiver Requests Contractor should use Waiver Request Form.
- (2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- (3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
- (f) Quarterly MWBE Contractor Compliance Report**
- Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
- (g) Liquidated Damages - MWBE Participation**
- (1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- (2) Such liquidated damages shall be calculated as an amount equaling the difference between:
- All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- (3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>.

XI. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>.

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

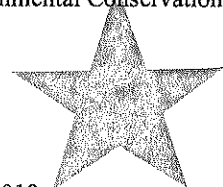
XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility



- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- B. With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

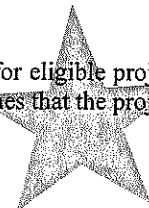
If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project



was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

B) PROGRAM SPECIFIC TERMS AND CONDITIONS –

**MUNICIPAL WASTE REDUCTION AND RECYCLING STATE ASSISTANCE GRANT PROGRAM (MWRR),
HOUSEHOLD HAZARDOUS WASTE (HHW) STATE ASSISTANCE GRANT PROGRAM, AND LANDFILL
CLOSURE / LANDFILL GAS (LFC/LFG) STATE ASSISTANCE GRANT PROGRAM CONTRACTS**

I. Notices:

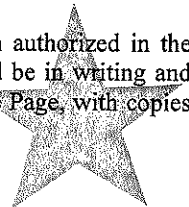
The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: New York State Department of Environmental Conservation
625 Broadway – 9th Floor
Albany, NY 12233-7260
518-402-8678

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.



Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

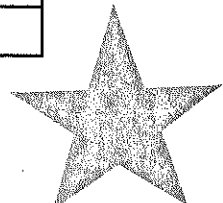
- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Materials Management, 625 Broadway, Albany, NY 12233-7260, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

| <u>FORM #</u> | <u>FORM TITLE</u> |
|------------------|--|
| C-105.2 | Certificate of Workers' Compensation Insurance |
| U-26.3 | State Insurance Fund Version of the C-105.2 form |
| SI-12/ GSI-105.2 | Certificate of Workers' Compensation Self-Insurance |
| CE-200 | Certificate of Attestation of Exemption – (no employees) |



- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

| FORM # | FORM TITLE |
|---------------|--|
| DB-120.1 | Certificate of Disability Benefit Insurance |
| DB-155 | Certificate of Disability Benefit Self-Insurance |
| CE-200 | Certificate of Attestation of Exemption – (no employees) |

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Division of Materials Management, 625 Broadway, Albany, NY 12233-7260, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:
<http://www.web.ny.gov/content/main/Employers/Employers.jsp>.

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- E. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

- G. **Marine Protection & Indemnity:** Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

III. Local Match Requirement

The state assistance paid under this contract shall not exceed 50% of actual eligible project expenditures incurred by the Contractor, and approved by the Department. Project expenditures funded or paid by an entity other than the Contractor will not be eligible for grant reimbursement. The Contractor agrees that it will not seek or receive reimbursement from any outside funding source for any portion of Contractor's required match amount before or after the Contract is executed.

IV. Collection Event Plans and Specifications (for HHW projects only)

A collection day sponsor must submit a detailed plan in accordance with 6 NYCRR Part 373-4 to the appropriate Department regional office at least 60 days before a collection day takes place, and must receive the Department's written approval for the collection event prior to the collection day.

V. Continuation and Future Use of the Project (for MWRR Projects only)

The Contractor agrees:

- A. to continue implementation and operation of the Project after expiration or completion of this Contract in accordance with the Project description.
- B. that any change in the use of the Project, or any portion thereof, without the prior written approval of the Department will be considered an abandonment of the Project.
- C. to operate and maintain the Project in accordance with applicable State and Federal laws, rules and regulations;
- D. to assume the full cost of any continued operation of the Project;

VI. Payment

The Contractor shall submit a final payment request for the Contract, along with a Certificate of Project Completion, to the Department within 30 days upon completion of the Project.

VII. Reporting

- A. Upon request by the Department, the Contractor will provide the Department with progress reports in accordance with Attachment D – Payment and Reporting and in the format requested by the Department. Reports must be accompanied by copies of any distributed materials developed with this funding.
- B. In the case of MWRR projects, the Contractor agrees to provide evaluations of the success of the Project and to report on solid waste reduced or recycled by completing annual surveys conducted by the Department documenting tonnages of recyclable materials collected and amounts of solid waste reduced within the boundaries of the Municipality.
- C. In the case of HHW projects, the Contractor agrees to timely submit a collection day report or HHW facility annual report, as applicable.

VIII. Disposition of Funded Property

- A. The contractor agrees to not sell, lease or otherwise dispose of or use any lands acquired under this title for any purpose inconsistent with the Project under which such land is acquired.
- B. The Contractor agrees to not sell, transfer or use any equipment, furniture, supplies or other property purchased with funds provided hereunder, for purposes other than stated in the Contract, without the written approval of the Department.
- C. The Contractor is nonsectarian and shall not at any time, sell or convey any real property or facility developed pursuant to this Contract, nor shall the Contractor convert such real property or facility to any other use other than the public nonsectarian use, as specified in Attachment C, without the express written approval of the Department.

IX. Repayment

- A. The contractor agrees to repay within one year of notification by the Department, any state assistance payments made toward the cost of the Project or an equitable portion of such monies declared appropriate by the Department, if the municipality:
 - (i) fails to complete the Project as approved;
 - (ii) fails to continue operation of the Project for its useful life;
 - (iii) disposes of the Project, or any portion thereof, without the prior written approval of the Department; or
 - (iv) changes the use of the Project, or any portion thereof, without the prior written approval of the Department.
- B. No repayment, however, shall be required where the Department determines that such failure, disposition or change of use was immediately necessary to protect public health and safety;
- C. The Department, at its discretion, may reduce the value of future contracts with the Contractor in order to realize repayment of funds.

X. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the Project site at all times.

XI. Useful Life of the Project

- A. The Contractor agrees to maintain and operate the Project for a period 10 years for vehicles or mobile equipment or 30 years for facility equipment and construction, unless other timeframes are specified in Attachment C.
- B. Landfill Closure/Landfill Gas Projects shall be continued as long as the landfill requires active management as determined by the Department.



ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Town of Oyster Bay - Electronic Waste State Assistance Grant

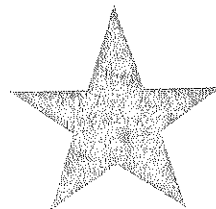
CONTRACTOR SFS PAYEE NAME: OYSTER BAY TOWN OF

CONTRACT PERIOD: From: 01/01/2018
To: 12/31/2018

| CATEGORY OF EXPENSE | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|-------------------------------|-------------|-------------|---------|-------------|--------------|
| 1. Personal Services | | | | | |
| a) Salary | \$0.00 | \$0.00 | 0 % | \$0.00 | \$0.00 |
| b) Fringe | \$0.00 | \$0.00 | 0 % | \$0.00 | \$0.00 |
| Subtotal | \$0.00 | \$0.00 | 0 % | \$0.00 | \$0.00 |
| 2. Non Personal Services | | | | | |
| a) Contractual Services | \$68,479.01 | \$68,479.01 | 100 % | \$0.00 | \$136,958.02 |
| b) Travel | \$0.00 | \$0.00 | 0 % | \$0.00 | \$0.00 |
| c) Equipment | \$0.00 | \$0.00 | 0 % | \$0.00 | \$0.00 |
| d) Space/Property & Utilities | \$0.00 | \$0.00 | 0 % | \$0.00 | \$0.00 |
| e) Operating Expenses | \$0.00 | \$0.00 | 0 % | \$0.00 | \$0.00 |
| f) Other | \$0.00 | \$0.00 | 0 % | \$0.00 | \$0.00 |
| Subtotal | \$68,479.01 | \$68,479.01 | 100 % | \$0.00 | \$136,958.02 |
| TOTAL | \$68,479.01 | \$68,479.01 | 100 % | \$0.00 | \$136,958.02 |

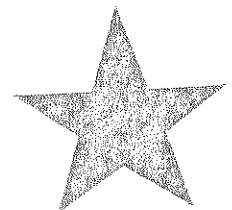
Contract Number: # DEC01-C00999GG-3350000

Page 1 of 4, Attachment B-1 - Expenditure Based Budget

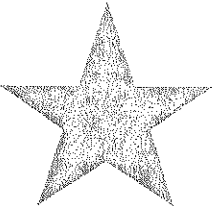


ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

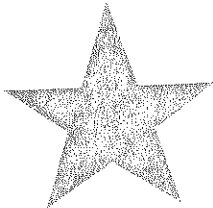
| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|---|--------------|
| Recycling services for Electronic Waste – E-Green Recycling Management, LLC | \$136,958.02 |
| TOTAL | \$136,958.02 |



| EQUIPMENT - TYPE/DESCRIPTION | TOTAL |
|------------------------------|-------|
| | |
| TOTAL | |



| OTHER - TYPE/DESCRIPTION | TOTAL |
|--------------------------|-------|
| | |
| TOTAL | |



ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Town of Oyster Bay - Electronic Waste State Assistance Grant

CONTRACTOR SFS PAYEE NAME: OYSTER BAY TOWN OF

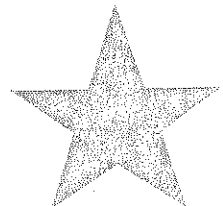
CONTRACT PERIOD: From: 01/01/2018
To: 12/31/2018

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The NYS Environmental Protection Act authorizes the Department of Environmental Conservation (DEC) to administer the Household Hazardous Waste State Assistance Program to assist municipalities with matching grant funds for household hazardous waste (HHW) management. The 2016-17 New York State budget includes funding for electronic waste (e-waste) grants. This temporary infusion of aid is intended to assist municipalities with costs incurred for the collection and recycling electronic waste (e-waste).

Contract Number: # DEC01-C00999GG-3350000

Page 1 of 1 , Attachment C - Work Plan Summary



ATTACHMENT C - WORK PLAN

DETAIL

Objective

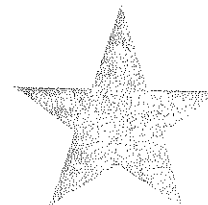
- 1 Recycling of electronic waste in the grantee's service area.

Tasks

- 1.1 Collect electronic waste from residents and recycle the collected materials. - N/A

Performance Measures

- 1.1.1 Amount of electronic waste recycled - i. If applicable, obtain Electronic Waste Collection Approval from DEC.
ii. Keep records of amount of materials recycled.
iii. Send Electronic Waste Annual Report to DEC.



ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ____ percent (____%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of ____ percent (____%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

| Period | Amount | Due Date |
|--------|--------|----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (____%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

Contract Number: # DEC01-C00999GG-3350000

Page 1, Attachment D - Payment and Reporting Schedule



B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement
Number of Days/Claims: 30

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

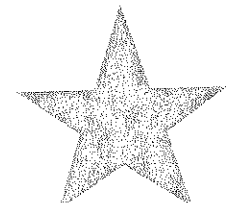
For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

| Expenditure Period Dates | | Due Date |
|--------------------------|----|----------|
| From | To | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |

Contract Number: # DEC01-C00999GG-3350000

Page 2, Attachment D - Payment and Reporting Schedule



II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

☒ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

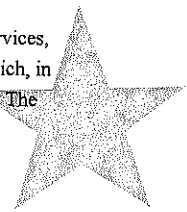
☐ Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DEC01-C00999GG-3350000



B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

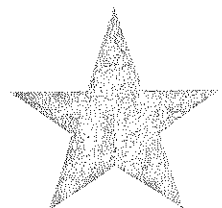


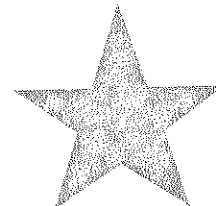
TABLE 1 - REPORTING SCHEDULE

| PROGRESS REPORT # | PERIOD COVERED | | Due Date |
|--------------------------|-----------------------|--|-----------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Contract Number: # DEC01-C00999GG-3350000

Page 5, Attachment D - Payment and Reporting Schedule



Meeting of October 22, 2019

Resolution No. 634-2019

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk, in publishing the External Audit Report-Federal Single Audit Report for the period ended December 31, 2018, in compliance with General Municipal Law, Article 3, requiring public verification of said report and filing with the State Comptroller, such ratification being nunc pro tunc from October 1, 2019.

-#-

Reviewed By
Office of Town Attorney

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

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

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMORANDUM

October 1, 2019

TO: Memorandum Docket

FROM: Sheila Tarnowski, Director of Legislative Affairs

THRU: Joseph Nocella, Town Attorney


**SUBJECT: Town of Oyster Bay –
Federal Single Audit Report for the year ended
December 31, 2018**

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

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

A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the Report should be adopted by the Town Board at their next meeting, nunc pro tunc to October 1, 2019.

Joseph Nocella
Town Attorney


Sheila Tarnowski
Dir. of Legislative Affairs

JN:ST:pc
Cc: Town Attorney (w/9 copies)

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 13, 2019, authorized the Highway Department to clean up the premises located at 11 Dorcas Avenue, Syosset, New York 11791, also known as Section 15, Block 27, Lots 35, 36 and 52 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 14, 2019, in the total amount of \$1,294.32, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,294.32 may be assessed by the Legislature of the County of Nassau against the parcel known as 11 Dorcas Avenue, Syosset, New York 11791 also known as Section 15 Block 27, Lots 35, 36 and 52 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

8

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

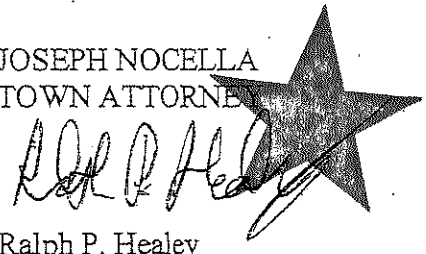
SUBJECT: Property Cleanup Assessment
11 Dorcas Avenue, Syosset, New York 11791
Section 15, Block 27, Lots 35, 36 and 52

The Department of Planning and Development, by memorandum dated June 13, 2019, directed the Highway Department to clean the premises located at 11 Dorcas Avenue, Syosset, New York 11791, also known as Section 15, Block 27, Lots 35, 36 and 52 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 11, 2019, advised that the property was cleaned by a crew from the Highway Department on June 14, 2019. The cost incurred by the Town of Oyster Bay was \$1,294.32.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

Jun. 14. 2019 9:53AM

No. 0703 P. 7

2019-7328

TOWN OF OYSTER BAY

Inter-Departmental Memo June 13, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 11 Dorcas Avenue Syosset, NY 11791
SBL: 15-27-35, 36 - 52

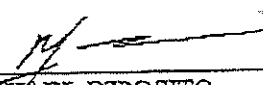
Nov. (No. 19895) was issued to the owner of the above-referenced premises 6/05/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54 I am directing that:

- The grass and vegetation be cut.

RECEIVED TOWN OF OYSTER BAY
JUN 14 2019

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

REFEREE'S DEED

THIS DEED, made the 1st day of September, 2018, between Rita Solomon, Esq., 29 The Oaks, Roslyn, NY 11576, the Referee duly appointed in the action hereinafter mentioned ("Grantor"), and U.S. Bank Trust, N.A., as Trustee for LSP8 Master Participation Trust, 3701 Regent Blvd, Irving, Texas 75063, ("Grantee").

WITNESSETH, that Grantor, the Referee appointed in an action by U.S. Bank Trust, N.A., as Trustee for LSP8 Master Participation Trust as Plaintiff against Ani Turpan as Defendant(s), foreclosing a Mortgage recorded on November 4, 2005, in the Nassau County Clerk's Office at Liber M 29656 of Mortgages, page 154, pursuant to a judgment of foreclosure and sale entered by the Supreme Court of the State of New York, Nassau County, on June 15, 2018, and in consideration of Five Hundred Sixty-One Thousand Six Hundred Ninety-Eight Dollars and Thirty-Three Cents (\$561,698.33) 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 15, Block 27 Lots 35, 36, 52
Property Address: 11 Dorcas Avenue, Syosset, NY 11791
Tax Mailing Address: 3701 Regent Blvd, Irving, Texas 75063

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

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

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

Rita Solomon, Esq.
Rita Solomon, Esq., Referee

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the 1st day of September in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Rita Solomon, 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.

Elaine L. Kohn
Notary Public

Record and return to:

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

File #: 11-010828
KT

ELAINE L. KOHN
Notary Public, State of New York

Town of Oyster Bay
Inter- Departmental Memo

July 11, 2019

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

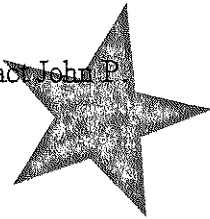
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 11 DORCAS AVENUE, SYOSSET
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 \$1,294.32.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (15-27-35) 11 DORCAS AVE SYOSSET 11791

Date Jun 14, 2019

Work Order # 60643

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|-----------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| JUAN ALFARO | General Maintenance | 02:00 | \$25.11 | 00:00 | 0 | \$50.22 |
| MICHAEL CALAMIA | General Maintenance | 01:00 | \$25.56 | 00:00 | 0 | \$25.56 |
| SEAN MCLAUGHLIN | General Maintenance | 02:00 | \$24.27 | 00:00 | 0 | \$48.54 |
| Total Labor | | | | | | \$124.32 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|---|---------------|-------|-----------|
| TD736 | TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105) | \$105.00 | 02:00 | \$210.00 |
| TR203 | TRAILER 2015 FELLINGS BL | \$105.00 | 02:00 | \$210.00 |
| Total Equipment | | | | \$420.00 |

Materials

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

Grand Total **\$1294.32**

Description of Work:
CLEAN UP 11 DORCAS AVENUE SY

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jul 11, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 26, 2019, authorized the Highway Department to clean up the premises located at 66 Joludow Drive, Massapequa, New York 11758, also known as Section 53, Block 177, Lot 20 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 1, 2019, in the total amount of \$1,200.51, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,200.51 may be assessed by the Legislature of the County of Nassau against the parcel known as 66 Joludow Drive, Massapequa, New York 11758 also known as Section 53 Block 177, Lot 20 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney

Ralph P. Healey

9

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

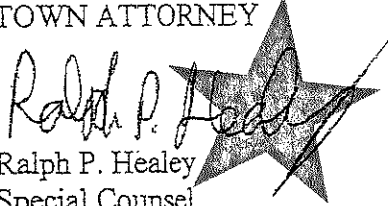
SUBJECT: Property Cleanup Assessment
66 Joludow Drive, Massapequa, New York 11758
Section 53, Block 177, Lot 20

The Department of Planning and Development, by memorandum dated June 26, 2019, directed the Highway Department to clean the premises located at 66 Joludow Drive, Massapequa, New York 11758, also known as Section 53, Block 177, Lot 20 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 11, 2019, advised that the property was cleaned by a crew from the Highway Department on July 1, 2019. The cost incurred by the Town of Oyster Bay was \$1,200.51.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

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

Jan. 26. 2019 4:04PM

No. 0725 P. 1

2019-7323

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 26, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 66 Johadow ^{Drive} ~~Avenue~~ Massapequa, NY 11758
SBL: 53-177-20

Nov. (No.19918 was issued to the owner of the above-referenced premises 6/17/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU



ME/js

cc: Joseph Nocella, Town Attorney

REFEREE'S DEED

This Deed, made this 9th day of November, 2018, between Luis Umanzor AKA Luis C. Umanzor by Leo McGinity Esq., Referee, with an address of 1225 Franklin Avenue, Suite 325, Garden City, NY 11530-1693, being the party of the first part and U.S. Bank Trust, N.A., as Trustee for LSP9 Master Participation Trust, with an address of, 13801 Wireless Way, Oklahoma City, Oklahoma 73134, being the party of the second part,

WITNESSETH, that the party of the first part was appointed REFEREE in an action entitled U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSP9 MASTER PARTICIPATION TRUST vs. Luis Umanzor AKA Luis C. Umanzor, et al. The Mortgage was recorded at Book 32381, Page 662 in the Office of the Nassau County Clerk on October 1, 2007. The mortgage was subsequently modified on August 1, 2008. The mortgage was subsequently assigned by an assignment executed September 29, 2011 and recorded on April 17, 2012, in the Office of the Nassau County Clerk at Book 37125, Page 682. The mortgage was subsequently assigned by an assignment executed August 1, 2016 and recorded on May 17, 2017, in the Office of the Nassau County Clerk at Instrument Number 2017-00049752 Book 42129, Page 519.

In pursuance of a Judgment of Foreclosure in said action, executed by the Supreme Court of Nassau County and duly entered on the July 24, 2018, and in consideration of the sum of Six Hundred Seventy-Four Thousand Five Hundred Sixty-Eight Dollars and Fifteen Cents Dollars (\$674,568.15), being the highest sum bid at sale, the party of the first part does hereby grant and convey unto the party of the second part, its successors and assigns, the premises described in "Schedule A" attached hereto,

To have and to hold the premises so conveyed unto the party of the second part, its successors and assigns forever.

The premises are not subject to a credit line mortgage.

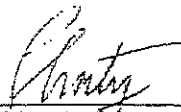
In witness whereof, the party of the first part has set his/her hand the day and year first above written.

For tax assessor/indexing use:

SBL #: 53 - 177 - 20

Property address: 66 JOLUDOW DRIVE, MASSAPEQUA PARK, NY 11762

Tax mailing address: 13801 Wireless Way, Oklahoma City, Oklahoma 73134



Leo McGinity Esq.

STATE OF NEW YORK)

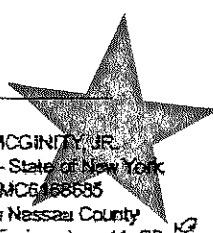
COUNTY OF Nassau) SS.

CITY OF _____)

On this 9th day of November, 2018, before me, the undersigned, personally appeared Leo McGinity Esq., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public


LEO F. MCGINITY JR.
Notary Public - State of New York
No. 02MCG488585
Qualified in Nassau County
My Commission Expires June 11, 2019

After recording, return this deed to: Gross Polowy, LLC
Attn: Sales Dept
1775 Weirle Drive, Suite 100
Williamsville, NY 14221

Town of Oyster Bay
Inter- Departmental Memo

July 11, 2019

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

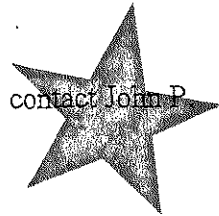
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 66 JOLUDOW DRIVE, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,200.51.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (53-177-20) 66 JOLUDOW DR MASSAPEQUA PARK 11762

Date Jul 1, 2019

Work Order # 61060

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|------------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PATRICK PETERS | General Maintenance | 01:00 | \$29.53 | 00:00 | 0 | \$29.53 |
| DONALD CHANDLER | General Maintenance | 01:00 | \$45.50 | 00:00 | 0 | \$45.50 |
| DERRICK SCOTT | General Maintenance | 01:00 | \$41.25 | 00:00 | 0 | \$41.25 |
| MICHAEL F. FITZPATRICK | General Maintenance | 01:00 | \$19.23 | 00:00 | 0 | \$19.23 |
| Total Labor | | | | | | \$135.51 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| TD667 | PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022) | \$79.00 | 01:00 | \$79.00 |
| TD712 | TRUCK DUMP 2012 INTER 7300 YW (T-191)- 6 Wheeler | \$131.00 | 01:00 | \$131.00 |
| TD728 | POWER WAGON 2015 T-245 | \$105.00 | 01:00 | \$105.00 |
| Total Equipment | | | | \$315.00 |

Materials

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

Grand Total \$1200.51

Description of Work:
CLEAN UP 66 JOLUDOW AVENUE MS

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jul 10, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated August 1, 2019, authorized the Highway Department to clean up the premises located at 19 Carman Boulevard, Massapequa, New York 11758, also known as Section 66, Block 104, Lots 72 and 73 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 8, 2019, in the total amount of \$2,843.65, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,843.65 may be assessed by the Legislature of the County of Nassau against the parcel known as 19 Carman Boulevard, Massapequa, New York 11758, also known as Section 66 Block 104, Lots 72 and 73 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

10

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

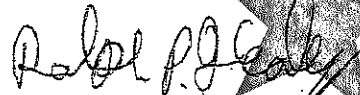
SUBJECT: Property Cleanup Assessment
19 Carman Boulevard, Massapequa, New York 11758
Section 66, Block 104, Lots 72 and 73

The Department of Planning and Development, by memorandum dated August 1, 2019, directed the Highway Department to clean the premises located at 19 Carman Boulevard, Massapequa, New York 11758, also known as Section 66, Block 104, Lots 72 to 73 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 10, 2019, advised that the property was cleaned by a crew from the Highway Department on August 8, 2019. The cost incurred by the Town of Oyster Bay was \$2,843.65.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 1, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 19 Carman Blvd. Massapequa, NY 11758
SBL: 66-104-72-73

Nov. (No.00098) was issued to the owner of the above-referenced premises 7/16/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.
- The pile of debris along the back fence line be removed.

REC'D TOWN ENGINEER
NO. 00098 8.1.19

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney

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

THIS INDENTURE, made the 28th day of September, 2008

BETWEEN

KOZERSKI FAMILY HOME TRUST, 400 Garden City Plaza, Suite 420, Garden City, N.Y. 11530

party of the first part, and

JOSEPH M. FERRARA, Jr., residing at 90 Franklin Blvd., Apt. 405, Long Beach, New York 11561

party of the second part,

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

Six Hundred Fifty Thousand (\$650,000.00) 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 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"

Said premises being known as 19 Corman Blvd.
Merrick NY 11566

Said premises being the same as conveyed to
the grantor by deed dated 9/28/06 to be recorded.
Simultaneously herewith.

Sec 66
Block
104

Lots
72-73

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" when ever 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:

JOHN PETITON, TRUSTEE

John Petition
Trustee

Town of Oyster Bay
Inter- Departmental Memo

August 10, 2019

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

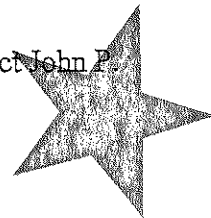
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

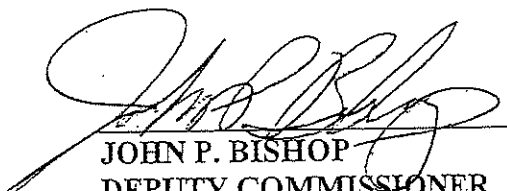
SUBJECT: 19 CARMAN BLVD., MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,843.65.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (66-104-72) 19 CARMAN BLVD MASSAPEQUA 11758

Date Aug 8, 2019

Work Order # 62280

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|--------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PATRICK PETERS | General Maintenance | 03:00 | \$29.53 | 00:00 | 0 | \$88.59 |
| PATRICK ORLANDO | General Maintenance | 03:00 | \$43.19 | 00:00 | 0 | \$129.57 |
| MARTIN LANG | General Maintenance | 03:00 | \$49.57 | 00:00 | 0 | \$148.71 |
| JOHN STERGIOPOULOS | General Maintenance | 03:00 | \$24.86 | 00:00 | 0 | \$74.58 |
| Total Labor | | | | | | \$441.45 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| PU413 | PICK UP 2011 FORD F250 YELLO (14 / 027) | \$79.00 | 03:00 | \$237.00 |
| TD599 | TRUCK DUMP 2006 INTL 7400 YW (T-278) -10 Wheeler | \$93.00 | 03:00 | \$279.00 |
| TD692 | TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons | \$105.00 | 03:00 | \$315.00 |
| TD728 | POWER WAGON 2015 T-245 | \$105.00 | 03:00 | \$315.00 |
| TR139 | 2003 CARMATE TRAILER 814CC YW | \$105.00 | 03:00 | \$315.00 |
| Total Equipment | | | | \$1461.00 |

Materials

| Material | Cost Per Unit | Units | Line Cost |
|-----------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |
| Tipping Fee (per ton) | \$85.74 | 2.23 | \$191.20 |
| Total Materials | | | \$941.20 |

Grand Total **\$2843.65**

Description of Work:

CLEAN UP 19 CARMAN BLVD MS

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Aug 10, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 24, 2019, authorized the Highway Department to clean up the premises located at 23 Bailey Drive, Massapequa, New York 11758, also known as Section 53, Block A06, Lot 44 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 28, 2019, in the total amount of \$1,228.28, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,228.28 may be assessed by the Legislature of the County of Nassau against the parcel known as 23 Bailey Drive, Massapequa,, New York 11758, also known as Section 53 Block A06, Lot 44 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

SUBJECT: Property Cleanup Assessment
23 Bailey Drive, Massapequa, New York 11758
Section 53, Block A06, Lot 44

The Department of Planning and Development, by memorandum dated June 24, 2019, directed the Highway Department to clean the premises located at 23 Bailey Drive, Massapequa, New York 11758, also known as Section 53, Block A06, Lot 44 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 11, 2019, advised that the property was cleaned by a crew from the Highway Department on June 28, 2019. The cost incurred by the Town of Oyster Bay was \$1,228.28.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

Jun. 24, 2019 2:23PM

No. 0719 P. 1
2019-7322

Len B

DEPUTY COMM/HIGHWAY

REC'D BY HIGHWAY DEPT
JUN 25 '19 AM 11:23

TOWN OF OYSTER BAY

Inter-Departmental Memo
June 24, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 23 Bailey Drive Massapequa, NY 11758
SBL: 53-A06-45 44

Nov. (No.19887 was issued to the owner of the above-referenced premises 6/03/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

Ⓟ

ME/js

cc: Joseph Nocella, Town Attorney

R+R Frontier Abstract
69 Cascade Dr. Suite 101
Rochester, NY 14614

REFEREE'S DEED

THIS DEED, made the 26th day of April, 2019 between Lisa A. Goodwin, Esq., having an address of 55 Meadow Woods Road, Great Neck, New York 11020, the Referee duly appointed in the foreclosure action hereinafter mentioned ("Grantor"), and Wilmington Trust, National Association, not in its Individual Capacity, but Solely as Trustee for MFRA Trust 2015-1 ("Grantee") having an address of 350 Park Avenue, 20th Floor, New York, New York 10022, and is authorized to do business in the State of New York;

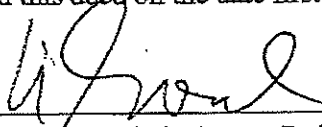
WITNESSETH, that Grantor, the Referee appointed in a foreclosure action by WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR MFRA TRUST 2015-1, ITS SUCCESSOR AND ASSIGNS, as Plaintiff -against- CHERYL JOSEPH; ALLY BANK, IN C/O OCWEN LOAN SERVICING, LLC, as Defendant(s), foreclosing a Mortgage dated September 30, 2006 recorded November 3, 2006, with the Office of the Clerk of the County of Nassau in Liber M 31164 at Page 148, pursuant to a Judgment of Foreclosure and Sale entered by the Supreme Court of the State of New York, County of Nassau under the index number 9175/2014 on November 1, 2018, and in consideration of \$333,000.00 paid by the Grantee, being the highest sum bid at the sale under judgment, does hereby grant and convey unto Grantee and the heirs, executors, administrators, successors and assigns of the Grantee forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at North Amityville, Town of Oyster Bay, Nassau County, New York known as 23 Bailey Drive, Massapequa, New York 11758 (Section: 53; Block: A06; Lot: 44), being more particularly described in Schedule A attached hereto and made a part hereof,

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

TOGETHER with the appurtenances and all the estate and rights of grantor in and to said premises, **TO HAVE AND TO HOLD** the premises described in the attached Schedule A herein granted unto Grantee and the theirs, executors, administrators, successors and assigns of the Grantee forever.

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



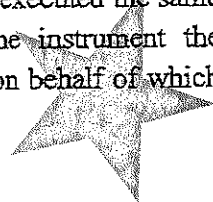
Lisa A. Goodwin, Esq. - Referee

Section 53
Block A06
Lot 44

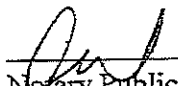
UNIFORM ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF Nassau)

On the 26 day of April, 2019 before me, the undersigned a notary public in and for the state of New York, personally appeared Lisa A. Goodwin, 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 the same in his/her/their capacity (ies) and that by his/her/their signature(s) on the instrument the individual(s), or person upon behalf of which the individual(s), or person upon behalf of which the individual(s) acted, executed, the instrument.



Sworn to before me this
26 day of April, 2019



Notary Public

GEOFFREY R. MAZEL
Notary Public, State of New York
No. 02MA4887721
Qualified in Nassau County
Commission Expires March 2, 2023

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

July 11, 2019

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT


SUBJECT: 23 BAILEY DRIVE, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,228.28.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (53-A06-44) 23 BAILEY DR MASSAPEQUA 11758

Date Jun 28, 2019

Work Order # 61012

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|--------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| JAMES CHADWICK, II | General Maintenance | 00:00 | \$44.80 | 01:00 | 1.5 | \$67.20 |
| DONALD CHANDLER | General Maintenance | 00:00 | \$45.50 | 01:00 | 1.5 | \$68.25 |
| GIACOMO GRANDINE | General Maintenance | 00:00 | \$53.22 | 01:00 | 1.5 | \$79.83 |
| Total Labor | | | | | | \$215.28 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| PJ409 | PICK UP 2011 FORD F250 TAN (11 / 007) | \$79.00 | 01:00 | \$79.00 |
| TD667 | PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022) | \$79.00 | 01:00 | \$79.00 |
| TD683 | TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons | \$105.00 | 01:00 | \$105.00 |
| Total Equipment | | | | \$263.00 |

Materials

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

Grand Total \$1228.28

Description of Work:

CLEAN UP 23 BAILEY DRIVE MS

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jul 10, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated August 1, 2019, authorized the Highway Department to clean up the premises located at 3 Lawnside Drive, Hicksville, New York 11801, also known as Section 46, Block 141, Lot 634 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 5, 2019, in the total amount of \$1,305.78, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,305.78 may be assessed by the Legislature of the County of Nassau against the parcel known as 3 Lawnside Drive, Hicksville, New York 11801, also known as Section 46, Block 141, Lot 634 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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

12

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

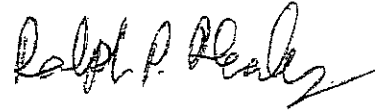
SUBJECT: Property Cleanup Assessment
3 Lawnside Drive, Hicksville, New York 11801
Section 46, Block 141, Lot 634

The Department of Planning and Development, by memorandum dated August 1, 2019, directed the Highway Department to clean the premises located at 3 Lawnside Drive, Hicksville, New York 11801, also known as Section 46, Block 141, Lot 634 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 10, 2019, advised that the property was cleaned by a crew from the Highway Department on August 5, 2019. The cost incurred by the Town of Oyster Bay was \$1,305.78.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

Aug. 2. 2019 10:25AM

No. 0773 P. 1

2019-7317

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 1, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 3 Lawnside Drive Hicksville, NY 11801
SBL: 46-141-634

Nov. (No.00233) was issued to the owner of the above-referenced premises 7/24/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54 I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js
cc: Joseph Nocella, Town Attorney

THIS INDENTURE, made the 3 day of January, in the year 2007

BETWEEN
Betty Erikson
RESIDING AT: 1 Mirror Lane #6, Moriches, New York 11955

as preliminary ~~executory~~ (executory) of Estate of Frederick Funfgeld the last will and testament of,
Frederick Funfgeld, late of
3 Lawnside Drive, Hicksville, New York 11801,
party of the first part, and
Bima Robles
RESIDING AT: 86-15 Chelsea Street, Jamaica, New York 11432

party of the second part,
WITNESSETH, that the party of the first part, to whom Preliminary letters
testamentary were issued by the Surrogate's Court, Nassau County, New York
on May 24, 2006 and by virtue of the power and authority given in and by said last will
and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of
\$360,400.00 dollars,
paid by the party of the second part, does hereby grant and
release unto the party of the second part, the distributees or successors and assigns of the party of the second
part forever.

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

at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by part of
Lots Nos. 617, 618, 619 and 620 inclusive in Block F on a certain map entitled: "Amended Map of Broadway Plaza", and filed in
the Office of the Clerk of the County of Nassau, January 23, 1913 as Old No. 323, New No. 2249, which part of said lots are
bounded and described as follows:

BEGINNING at a point on the Northeastly side of Lawnside Drive, distant 80 feet Southeastly from the corner formed by the
intersection of the Southeastly side of Roosevelt Avenue with the Northeastly side of Lawnside Drive; RUNNING THENCE
North 55 degrees 30 minutes East, a distance of 50.17 feet to the Southwestly line of the land of the Long Island Railroad
Company (Main Line); THENCE South 53 degrees 39 minutes 54 seconds East along the Southwestly line of the land of the
Long Island Railroad Company (Main Line), a distance of 67.73 feet; THENCE South 48 degrees 44 minutes 24 seconds East still
along land of Railroad Company, 15.73 feet; THENCE South 55 degrees 30 minutes West, a distance of 65.14 feet to the
Northeastly side of Lawnside Drive; THENCE North 42 degrees 30 minutes West along the Northeastly line of Lawnside
Drive, a distance of 80 feet to the point or place of BEGINNING. ✓

SAID PREMISES being known as 3 Lawnside Drive, Hicksville, New York 11801 and designated on the Land and Tax
Map of the County of Nassau as and by Section 46, Block 141 and Lot 634;

BEING the same premises as that conveyed by deed dated May 27, 2002, and recorded in the Office of the Clerk of the
County of Nassau on May 30, 2002 in Liber Book D 11479, Pages from 549 to 554.

SEPARATED CHAIN OF TITLE
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances, and also all
the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein,
which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said
will or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the
heirs or successors and assigns of the party of the second part forever.

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

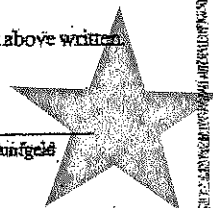
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first
part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust
fund to be applied first for the purpose of paying the cost of 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




Betty Erikson, Executrix of Estate of Frederick Funfgeld



Town of Oyster Bay
Inter- Departmental Memo

August 10, 2019

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

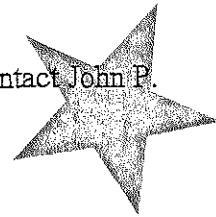
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

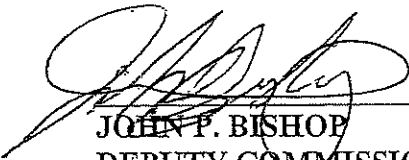
SUBJECT: 3 LAWN SIDE DRIVE, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,305.78.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-141-634) 3 LAWNSIDE DR HICKSVILLE 11801

Date Aug 5, 2019

Work Order # 62281

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|---------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PETER GADIGIAN | General Maintenance | 01:00 | \$43.19 | 00:00 | 0 | \$43.19 |
| PETER LLOYD | General Maintenance | 01:00 | \$43.19 | 00:00 | 0 | \$43.19 |
| GREGORY MARCHESE | General Maintenance | 01:00 | \$48.67 | 00:00 | 0 | \$48.67 |
| JASON SEMINARIO JR. | General Maintenance | 01:00 | \$19.23 | 00:00 | 0 | \$19.23 |
| TODD FRENCH | General Maintenance | 01:00 | \$15.00 | 00:00 | 0 | \$15.00 |
| Total Labor | | | | | | \$169.28 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| PU414 | PICK UP 2011 FORD F250 YELLO (12 / 012) | \$79.00 | 01:00 | \$79.00 |
| TD562 | TRUCK DUMP 2005 FORD F-350 YW (HP923 / HP924) - Power Wagons | \$105.00 | 01:00 | \$105.00 |
| TD571 | TRUCK DUMP 2005 FORD F-350 YW (T-185) - Power Wagons | \$105.00 | 01:00 | \$105.00 |
| Total Equipment | | | | \$289.00 |

Materials

| Material | Cost Per Unit | Units | Line Cost |
|--------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1.13 | \$847.50 |
| Total Materials | | | \$847.50 |

Grand Total \$1305.78

Description of Work:

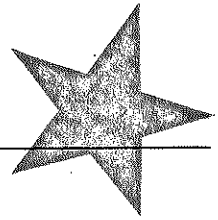
CLEAN UP 3 LAWNSIDE DRIVE HV

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Aug 10, 2019



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated July 29, 2019, authorized the Highway Department to clean up the premises located at 30 Columbia Road, Hicksville, New York 11801, also known as Section 12, Block 435, Lot 1 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 31, 2019, in the total amount of \$1,228.78, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,228.78 may be assessed by the Legislature of the County of Nassau against the parcel known as 30 Columbia Road, Hicksville, New York 11801, also known as Section 12, Block 435, Lot 1 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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

13

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

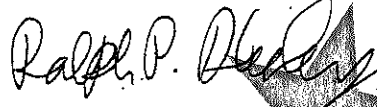
SUBJECT: Property Cleanup Assessment
30 Columbia Road, Hicksville, New York 11801
Section 12, Block 435, Lot 1

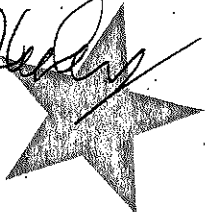
The Department of Planning and Development, by memorandum dated July 29, 2019, directed the Highway Department to clean the premises located at 30 Columbia Road, Hicksville, New York 11801, also known as Section 12, Block 435, Lot 1 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 10, 2019, advised that the property was cleaned by a crew from the Highway Department on July 31, 2019. The cost incurred by the Town of Oyster Bay was \$1,228.78.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



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

Jul. 30. 2019 10:13AM

No. 0758 P. 1

2019-7314

TOWN OF OYSTER BAY

**Inter-Departmental Memo
July 29, 2019**

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 30 Columbia Road Hicksville, NY 11801
SBL: 12-435-1

Nov. (No.00215) was issued to the owner of the above-referenced premises 7/18/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut in the front, side and rear of premises including the utility strip.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:



MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney

EXECUTOR'S DEED (INDIVIDUAL OR CORPORATION)

STANDARD NYETSU FORM 8010

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

12
435
1
THIS INDENTURE, made the July 13, 2004,

Arla Mary Gault
between ESTATE OF MARY P. BRUTON, By Thomas F. Quinn, Executor
As Executor of the Estate of Mary P. Bruton the last will and testament of Mary P. Bruton, late of 50 Vernon Street,
Plainview, NY who died on the Fifteenth day of April, Two Thousand Three, party of the first part and

Brendan Bruton of 30 Columbia Road, Hicksville, NY,
party of the second part,

WITNESSETH, that the party of the first part, to whom letters testamentary were issued by the Surrogate's Court, Nassau County, New York on July 17, 2003 and by virtue of the power and authority given in and by said last will and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of \$25,920.00 dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the distributees or successors and assigns of the party of the second part forever,

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

SEE ATTACHED SCHEDULE A

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

TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

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

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

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

Thomas F. Quinn
Thomas F. Quinn, Executor of Estate of Mary P. Bruton

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

August 10, 2019

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

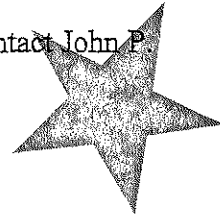
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 30 COLUMBIA ROAD, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,228.78.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-435-1) 30 COLUMBIA RD HICKSVILLE 11801

Date Jul 31, 2019

Work Order # 62147

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|---------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PETER LLOYD | General Maintenance | 01:00 | \$43.19 | 00:00 | 0 | \$43.19 |
| GREGORY MARCHESE | General Maintenance | 01:00 | \$48.67 | 00:00 | 0 | \$48.67 |
| JOSEPH SANTANGELO | General Maintenance | 01:00 | \$42.58 | 00:00 | 0 | \$42.58 |
| OSCAR GUEVARA | General Maintenance | 01:00 | \$24.96 | 00:00 | 0 | \$24.96 |
| JASON SEMINARIO JR. | General Maintenance | 01:00 | \$19.23 | 00:00 | 0 | \$19.23 |
| Total Labor | | | | | | \$178.63 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| PU414 | PICK UP 2011 FORD F250 YELLO (12 / 012) | \$79.00 | 01:00 | \$79.00 |
| TD562 | TRUCK DUMP 2005 FORD F-350 YW (HP923 / HP924) - Power Wagons | \$105.00 | 01:00 | \$105.00 |
| TD634 | TRUCK DUMP 2008 FORD F350 YW (T175 / T-175) - Power Wagons | \$105.00 | 01:00 | \$105.00 |
| Total Equipment | | | | \$289.00 |


Materials

| Material | Cost Per Unit | Units | Line Cost |
|-----------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |
| Tipping Fee (per ton) | \$85.74 | 0.13 | \$11.15 |
| Total Materials | | | \$761.15 |

Grand Total \$1228.78

Description of Work:

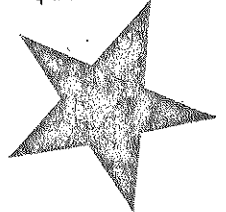
CLEAN UP 30 COLUMBIA ROAD HV

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Aug 10, 2019



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 13, 2019, authorized the Highway Department to clean up the premises located at 1050 Merritts Road, Farmingdale, New York 11735, also known as Section 49, Block 284, Lot 43 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 24, 2019, in the total amount of \$1,340.32, be referred to the County of Nassau for assessment,

NOW; THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,340.32 may be assessed by the Legislature of the County of Nassau against the parcel known as 1050 Merritts Road, Farmingdale, New York 11735, also known as Section 49, Block 284, Lot 43 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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

14

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

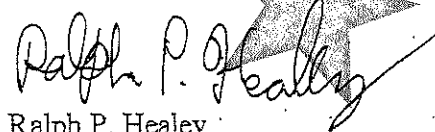
SUBJECT: Property Cleanup Assessment
1050 Merritts Road, Farmingdale, New York 11735
Section 49, Block 284, Lot 43

The Department of Planning and Development, by memorandum dated June 13, 2019, directed the Highway Department to clean the premises located at 1050 Merritts Road, Farmingdale, New York 11735, also known as Section 49, Block 284, Lot 43 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 29, 2019, advised that the property was cleaned by a crew from the Highway Department on June 24, 2019. The cost incurred by the Town of Oyster Bay was \$1,340.32.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

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

Jun 14, 2019 9:52AM

No. 0703 P. 1

2019-7325

TOWN OF OYSTER BAY

Inter-Departmental Memo
June 13, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 1050 Merritts Road Farmingdale, NY 11735
SBL: 49-284-43

Nov. (No.19911) was issued to the owner of the above-referenced premises 6/07/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.

REC'D TOWN ATTORNEY
JUN 15 2019

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

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

THIS INDENTURE, made the 27th day of January, 2014

BETWEEN Lorraine Lester and Steven Huppert as Preliminary Co-Executors of the Last Will and Testament of Lillian Erickson, who died a resident of Nassau County on 2/22/13, Surrogate's Index # 2013-373803

party of the first part, and

Triple S. Group LLC having an address at 7 Frances Avenue, Syosset, NY 11791

party of the second part.

WITNESSETH, that the party of the first part, by virtue of the power and authority given in and by said last will and testament, and in consideration of Seven Hundred Fifteen Thousand and 00/100 (\$715,000.00) 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 parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED.

SAID PREMISES are known as and by Street No. 1050 Merritts Road, Farmingdale, NY 11735

Being and intended to be the same premises conveyed by deed dated 6/16/1948 and recorded 6/21/1948 in Liber 3605 CP 331.

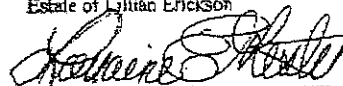
TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the 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.

Estate of Lillian Erickson



Lorraine Lester, Co-Executor

IN PRESENCE OF:



Steven Huppert, Co-Executor

See
49
block
284
lot
43

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 26, 2019.

Selected Entity Name: TRIPLE S GROUP LLC

Selected Entity Status Information

Current Entity Name: TRIPLE S GROUP LLC

DOS ID #: 4153000

Initial DOS Filing Date: OCTOBER 13, 2011

County: NASSAU

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

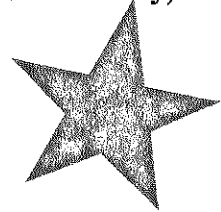
Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

TRIPLE S GROUP LLC
7 FRANCIS DRIVE
MUTTONTOWN, NEW YORK, 11791

Registered Agent

NONE



This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

| # of Shares | Type of Stock | \$ Value per Share |
|----------------------------|---------------|--------------------|
| No Information Available . | | |

*Stock information is applicable to domestic business corporations.

Name History

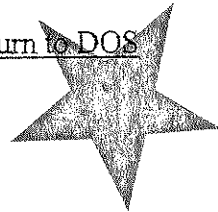
| Filing Date | Name Type | Entity Name |
|--------------|-----------|--------------------|
| OCT 13, 2011 | Actual | TRIPLE S GROUP LLC |

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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Town of Oyster Bay
Inter- Departmental Memo

June 29, 2019

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

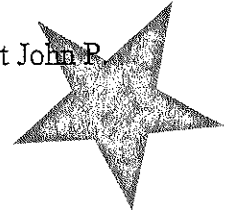
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

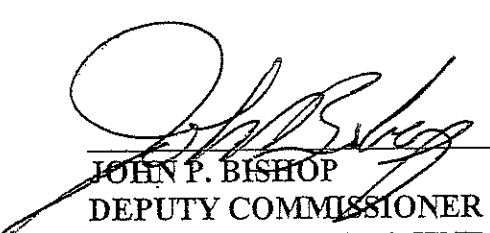
SUBJECT: 1050 MERRITTS ROAD, FARMINGDALE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,340.32.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (49-284-43) 1050 MERRITTS RD FARMINGDALE 11735

Date Jun 24, 2019

Work Order # 60639

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|---------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| TIMOTHY CHEBUSKE | General Maintenance | 02:00 | \$40.16 | 00:00 | 0 | \$80.32 |
| DAVID G AGOSTINELLO | General Maintenance | 02:00 | \$15.00 | 00:00 | 0 | \$30.00 |
| MICHAEL HERRON | General Maintenance | 02:00 | \$15.00 | 00:00 | 0 | \$30.00 |
| DANIEL JOYCE | General Maintenance | 02:00 | \$15.00 | 00:00 | 0 | \$30.00 |
| Total Labor | | | | | | \$170.32 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|-------------------------------|---------------|-------|-----------|
| TD739 | 2019 FORD F450 WY POWER WAGON | \$105.00 | 02:00 | \$210.00 |
| TR141 | 2003 CARMATE TRAILER 814CC YW | \$105.00 | 02:00 | \$210.00 |
| Total Equipment | | | | \$420.00 |

Materials

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

Grand Total \$1340.32

Description of Work:

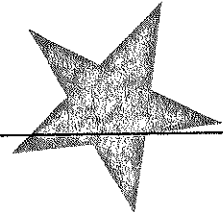
CLEAN UP 1050 MERRITTS ROAD FM

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 29, 2019



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated July 30, 2019, authorized the Highway Department to clean up the premises located at 63 Vandewater Street, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 114 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 6, 2019, in the total amount of \$1,745.92, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,745.92 may be assessed by the Legislature of the County of Nassau against the parcel known as 63 Vandewater Street, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 114 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

15

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

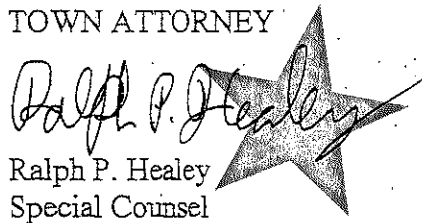
SUBJECT: Property Cleanup Assessment
63 Vandewater Street, Farmingdale, New York 11735
Section 48, Block 503, Lot 114

The Department of Planning and Development, by memorandum dated July 30, 2019, directed the Highway Department to clean the premises located at 63 Vandewater Street, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 114 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 10, 2019, advised that the property was cleaned by a crew from the Highway Department on August 6, 2019. The cost incurred by the Town of Oyster Bay was \$1,745.92.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

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

Ken 2019-7319

HIGHWAY DEPARTMENT

TOWN OF OYSTER BAY

Inter-Departmental Memo
July 30, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 63 Vandewater Street Farmingdale, NY 11735
SBL: 48-503-114

Nov. (No. 00100) was issued to the owner of the above-referenced premises 7/16/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54
I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:

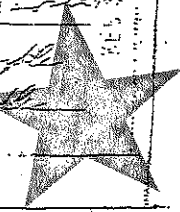
MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

48 503 111

[Signature]
 [Signature]
 [Signature]
 [Signature]



Town of Oyster Bay
Inter- Departmental Memo

August 10, 2019

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

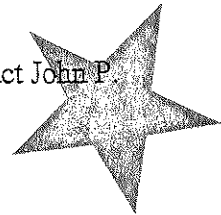
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 63 VANDERWATER STREET, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,745.92.

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



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (48-503-114) 63 VANDERWATER ST FARMINGDALE 11735

Date Aug 6, 2019

Work Order # 62274

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|--------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PATRICK PETERS | General Maintenance | 02:00 | \$29.53 | 00:00 | 0 | \$59.06 |
| MARTIN LANG | General Maintenance | 02:00 | \$49.57 | 00:00 | 0 | \$99.14 |
| JOHN STERGIOPOULOS | General Maintenance | 02:00 | \$24.86 | 00:00 | 0 | \$49.72 |
| Total Labor | | | | | | \$207.92 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| PU413 | PICK UP 2011 FORD F250 YELLO (14 / 027) | \$79.00 | 02:00 | \$158.00 |
| TD703 | TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons | \$105.00 | 02:00 | \$210.00 |
| TD728 | POWER WAGON 2015 T-245 | \$105.00 | 02:00 | \$210.00 |
| TR139 | 2003 CARMATE TRAILER 814CC YW | \$105.00 | 02:00 | \$210.00 |
| Total Equipment | | | | \$788.00 |

Materials

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

Grand Total \$1745.92

Description of Work:

CLEAN UP 63 VANDERWATER STREET FM

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Aug 10, 2019

WHEREAS, pursuant to Section 182-22(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated July 29, 2019, authorized the Highway Department to clean up the premises located at 1129 North Broadway, Massapequa, New York 11758, also known as Section 52, Block 4, Lots 83 to 84 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 182-22(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 5, 2019. In the total amount of \$2,117.74, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,117.74 may be assessed by the Legislature of the County of Nassau against the parcel known as 1129 North Broadway, Massapequa, New York 11758, also known as Section 52, Block 4, Lots 83 to 84 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

-#-

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

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Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

SUBJECT: Property Cleanup Assessment
1129 North Broadway, Massapequa, New York 11758
Section 52, Block 4, Lots 83 to 84

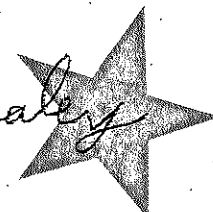
The Department of Planning and Development by memorandum dated July 29, 2019, directed the Highway Department to clean the premises located at 1129 North Broadway, Massapequa, New York 11758 also known as Section 52, Block 4, Lots 83 to 84 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated August 10, 2019, advised that the property was cleaned by a crew from the Highway Department on August 5, 2019. The cost incurred by the Town of Oyster Bay was \$2,117.74.

Pursuant to Section 182-22(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY

Ralph P. Healey
Ralph P. Healey
Special Counsel



RPH:aml
Attachment

Town Attorney (w/9 copies)

Jul. 30. 2019 9:41AM

No. 0755 P. 1
2019-2324

TOWN OF OYSTER BAY

Inter-Departmental Memo July 29, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 1129 N. Broadway LLC 1129 N. Broadway Massapequa, NY 11758
SBL: 52-4-83

Nov. (No.00229) was issued to the owner of the above-referenced premises 7/18/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54
I am directing that:

- The grass and vegetation be cut.

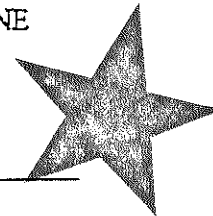
180-20
Pursuant to the provisions of Section ~~135.54~~(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney



RECORD & RETURN TO:
Schiller, Knapp, Lefkowitz & Hertz, LLP
950 New Loudon Road, Suite 109
Lafham, New York 12110

REFEREE'S DEED IN FORECLOSURE

THIS DEED, made this 6th day of August, Two Thousand Nineteen,
BETWEEN,

JEFFREY W. HALBREICH, ESQ., as Referee, with offices located at 2152
Grand Ave, Baldwin, NY 11510-2962,

Grantor, and

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR VELOCITY
COMMERCIAL CAPITAL LOAN TRUST 2016-1 C/O VELOCITY
COMMERCIAL CAPITAL**, with offices located at 30699 Russell Ranch Road,
Suite 295, Westlake Village, CA 91362,

Grantee,

WITNESSETH, that the Grantor, being the Referee appointed in an action between
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR VELOCITY
COMMERCIAL CAPITAL LOAN TRUST 2016-1, Plaintiff, and 1129 N. BROADWAY,
LLC A/K/A THE 1129 N. BROADWAY, LLC, et al., defendants, foreclosing a mortgage
bearing date of the 1st day of June, 2015, executed by 1129 N. Broadway, LLC a/k/a The 1129
N. Broadway, LLC by Frances B. Valerio a/k/a Frances Valerio, Managing Member to Velocity
Commercial Capital to secure the sum of \$650,000.00 and was recorded in the Office of the
Nassau County Clerk on the 17th day of June, 2015 in Liber 40492 at Page 446. Said
Mortgage was assigned to U.S. Bank National Association as Trustee for Velocity Commercial
Capital Loan Trust 2016-1 by Assignment dated the 17th day of January, 2017 and was
recorded in the Office of the Nassau County Clerk on the 30th day of January, 2017 in Liber
41880 at Page 141.

IN PURSUANCE of a Judgment entered at an IAS Term of the Supreme Court under
Index Number 610762/2017 on the 2nd day of August, 2018 and in consideration of the sum of:

one thousand (\$ 1,000.00)
paid by the Grantee, being the highest sum bid at the sale under such Judgment, does hereby
grant and convey unto the Grantee, all the right, title and interest of the Defendant(s) 1129 N.
BROADWAY, LLC FRANCES B. VALERIO A/K/A FRANCES VALERIO, in and to the
premises described in Schedule "A" attached hereto and made apart hereof.

TAX ACCOUNT NUMBER: Section 52 Block 4 Lots 82-84

PROPERTY ADDRESS: 1123-1129 North Broadway a/k/a 1123 & 1129
North Broadway, Massapequa, New York 11758

TO HAVE AND TO HOLD, the premises herein granted unto the Grantee, its
successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has thereunto set his hand the day and year
first above written.

IN PRESENCE OF

Jeffrey W. Halbreich L.S.
JEFFREY W. HALBREICH, ESQ., as Referee

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:

On the 6th day of August in the year 2019, before me, the undersigned,
personally appeared JEFFREY W. HALBREICH, ESQ., Referee, personally known to
me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same
in his/her capacity, and that by his/her signature on the instrument, the individual, or the
person upon behalf of which the individual acted, executed the instrument.

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THIS INDENTURE, made the 1st day of February in the year 2013
BETWEEN

FRANCES VALERIO and JOSEPH VALERIO, residing at 53 Anchor Drive, Massapequa, New York 11758,
party of the first part, and

The 1129 N. Broadway, LLC, with an office at 53 Anchor Drive, Massapequa, New York 11758,
party of the second part,

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

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

SEE ATTACHED SCHEDULE "A"

Being and intended to be the same premises conveyed to the party of the first part by deed dated July 3, 2012 and
recorded at Liber 12882 Page 418 at the Office of the Clerk of the County of Nassau.

Said premises also known as 1129 N. Broadway, Massapequa, New York.

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, 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.

AND the party of the first part covenants as follows: that said party of the first part is seized of the said
premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said
premises; that the said premises are free from incumbrances, except as aforesaid; that the party of the first part will execute or
procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant
the title to said premises.

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:


FRANCES VALERIO

SECTION: 52

BLOCK: 004

LOT: 83-84


JOSEPH VALERIO

Town of Oyster Bay
Inter- Departmental Memo

August 10, 2019

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

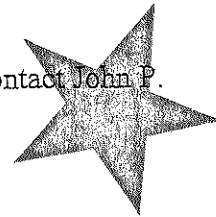
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

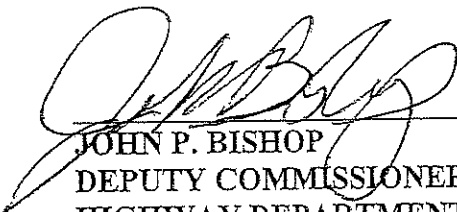
SUBJECT: 1129 BROADWAY, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,117.74.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-4-83) 1129 BROADWAY MASSAPEQUA NY 11758

Date Aug 5, 2019

Work Order # 62144

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|--------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PATRICK ORLANDO | General Maintenance | 02:00 | \$43.19 | 00:00 | 0 | \$86.38 |
| MARTIN LANG | General Maintenance | 02:00 | \$49.57 | 00:00 | 0 | \$99.14 |
| DERRICK SCOTT | General Maintenance | 02:00 | \$41.25 | 00:00 | 0 | \$82.50 |
| JOHN STERGIOPOULOS | General Maintenance | 02:00 | \$24.86 | 00:00 | 0 | \$49.72 |
| Total Labor | | | | | | \$317.74 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| PU413 | PICK UP 2011 FORD F250 YELLO (14 / 027) | \$79.00 | 02:00 | \$158.00 |
| TD683 | TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons | \$105.00 | 02:00 | \$210.00 |
| TD718 | TRUCK DUMP 2013 INTER 7300 YELLO (T-201)- 6 Wheeler | \$131.00 | 02:00 | \$262.00 |
| TD728 | POWER WAGON 2015 T-245 | \$105.00 | 02:00 | \$210.00 |
| TR139 | 2003 CARMATE TRAILER 814CC YW | \$105.00 | 02:00 | \$210.00 |
| Total Equipment | | | | \$1050.00 |

Materials

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

Grand Total \$2117.74

Description of Work:

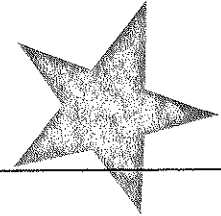
CLEAN UP 1129 N. BROADWAY MASSAPEQUA

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Aug 10, 2019



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated August 1, 2019, authorized the Highway Department to clean up the premises located at 8 Island Street, Plainview, New York 11803, also known as Section 12, Block 48, Lot 105 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 6, 2019, in the total amount of \$1,327.71, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,327.71 may be assessed by the Legislature of the County of Nassau against the parcel known as 8 Island Street, Plainview, New York 11803, also known as Section 12, Block 48, Lot 105 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney

Ralph P. Healey

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

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

17

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

SUBJECT: Property Cleanup Assessment
8 Island Street, Plainview, New York 11803
Section 12, Block 48, Lot 105

The Department of Planning and Development, by memorandum dated August 1, 2019, directed the Highway Department to clean the premises located at 8 Island Street, Plainview, New York 11803, also known as Section 12, Block 48, Lot 105 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 10, 2019, advised that the property was cleaned by a crew from the Highway Department on August 6, 2019. The cost incurred by the Town of Oyster Bay was \$1,327.71.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

Aug. 2. 2019 3:45PM

No. 0776 P. 1

2019-7316

AL

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 1, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 8 Island Street Plainview, NT 11803
SBL: 12-48-105

Nov. (No.00236) was issued to the owner of the above-referenced premises 7/25/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains, In accordance with the provisions of Section 135.54

I am directing that:

- The bushes creating a sidewalk obstruction be trimmed.
- The overgrown weeds in the rear yard be removed.
- The litter and debris throughout the property be removed.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

THIS DEED OF CONVEYANCE, made this 12th day of May, 1924, between and between

EDWARD LACHANCE and EILEEN YOUNG, as Joint Pay both residing at 8 Island Street, Plainview, N.Y. 11303

Part of the first part

EDWARD LACHANCE and DOROTHY LACHANCE his wife res 8 Island Street, Plainview, N.Y. 11303

Part of the second part

WITNESSETH, that the party of the first part, in consideration of ten dollars and other value paid by the party of the second part, does hereby grant and release unto the party of the second part, all and singular right and claim of the party of the first part forever.

All the certain plot, piece or parcel of land, with the buildings and improvements thereon, being and being known at Hicksville, Town of Oyster Bay, County and State of New York, known and designated on a certain map entitled "Map of Hicksville, Nassau County, N.Y., 2nd E.D. HICKESBURY, C.D. Westbury, N.Y." and filed in the New York Clerk's Office, October 30, 1923, as Map #1016, Case and by Lot Number 50 and part of Lot 51 and 49 in Block which said lot and part of lots when taken together are bounded and described according to said map, as follows:

BEGINNING AT A POINT ON the northerly side of Island Street 162 feet easterly from the corner formed by the

BEGINNING AT A POINT ON the northerly side of Island Street 162 feet easterly from the corner formed by the of the said northerly side of Island Street with the side of South Oyster Bay Road, old line; running thence at right angles to Island Street, 100 feet; thence parallel with Island Street, 54 feet; thence southerly, angles to Island Street, 100 feet to the northerly side of Island Street; and thence westerly along the northerly side of Island Street, 54 feet to the point or place of BEGINNING

See 12 Block 048 LOT 105

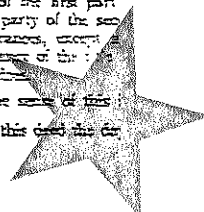
TOGETHER with all right, title and interest, if any, of the party of the first part in and to the above described premises to the entire first thereof; TOGETHER with all the grant and rights of the party of the first part in and to said premises; TO HOLD the premises herein granted unto the party of the second part, the heirs or assigns of the party of the second part forever.

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

AND the party of the first part covenants as follows: That said party of the first part premises in fee simple, and has good right to convey the same; that the party of the second part enjoy the said premises; that the said premises are free from incumbrances, except as the party of the first part will consent or procure any further necessary consents of the party of the first part; that the party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this instrument requires it. The party of the first part has duly executed this deed this day written.

In presence of:



Town of Oyster Bay
Inter- Departmental Memo

August 10, 2019

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

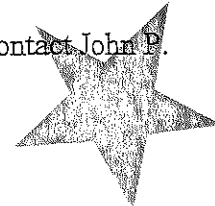
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT


SUBJECT: 8 ISLAND STREET, PLAINVIEW
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 \$1,327.71.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-48-105) 8 ISLAND ST PLAINVIEW 11803

Date Aug 6, 2019

Work Order # 62332

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|---------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PETER LLOYD | General Maintenance | 01:00 | \$43.19 | 00:00 | 0 | \$43.19 |
| GARY LEWIS, II | General Maintenance | 01:00 | \$34.02 | 00:00 | 0 | \$34.02 |
| GREGORY MARCHESE | General Maintenance | 01:00 | \$48.67 | 00:00 | 0 | \$48.67 |
| JAMES ROMANO | General Maintenance | 01:00 | \$28.31 | 00:00 | 0 | \$28.31 |
| JASON SEMINARIO JR. | General Maintenance | 01:00 | \$19.23 | 00:00 | 0 | \$19.23 |
| Total Labor | | | | | | \$173.42 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|---|---------------|-------|-----------|
| PU414 | PICK UP 2011 FORD F250 YELLO (12 / 012) | \$79.00 | 01:00 | \$79.00 |
| TD562 | TRUCK DUMP 2005 FORD F-350 YW (HP923 / HP924)- Power Wagons | \$105.00 | 01:00 | \$105.00 |
| TD736 | TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105) | \$105.00 | 01:00 | \$105.00 |
| TR203 | TRAILER 2015 FELLINGS BL | \$105.00 | 01:00 | \$105.00 |
| Total Equipment | | | | \$394.00 |

Materials

| Material | Cost Per Unit | Units | Line Cost |
|-----------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |
| Tipping Fee (per ton) | \$85.74 | 0.12 | \$10.29 |
| Total Materials | | | \$760.29 |

Grand Total \$1327.71

Description of Work:

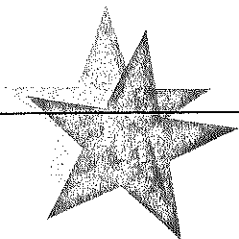
CLEAN UP 8 ISLAND STREET PL

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Aug 10, 2019



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 30, 2019, authorized the Highway Department to clean up the premises located at 70 Lincoln Avenue, Massapequa, New York 11758, also known as Section 57, Block 165, Lots 17 to 20 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 14, 2019, in the total amount of \$4,105.35, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$4,105.35 may be assessed by the Legislature of the County of Nassau against the parcel known as 70 Lincoln Avenue, Massapequa, New York 11758, also known as Section 57, Block 165, Lots 17 to 20 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- #-

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

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

18

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

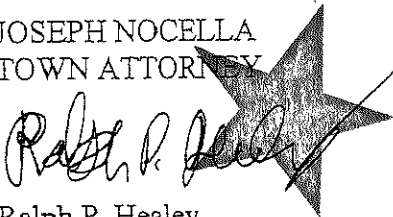
SUBJECT: Property Cleanup Assessment
70 Lincoln Avenue, Massapequa, New York 11758
Section 57, Block 165, Lots 17 to 20

The Department of Planning and Development, by memorandum dated May 30, 2019, directed the Highway Department to clean the premises located at 70 Lincoln Avenue, Massapequa, New York 11758, also known as Section 57, Block 165, Lots 17 to 20 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 19, 2019, advised that the property was cleaned by a crew from the Highway Department on June 14, 2019. The cost incurred by the Town of Oyster Bay was \$4,105.35.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

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

May, 30, 2019 2:44PM

No. 0686 P. 1

2019-7326

TOWN OF OYSTER BAY

**Inter-Departmental Memo
May 30, 2019**

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 70 Lincoln Avenue Massapequa, NY 11758
SBL: 57-165-17-20

Nov. (No.19818 was issued to the owner of the above-referenced premises 5/21/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The grass and vegetation be cut.
- The litter and debris be removed.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney

Form 8002 (1-25-200) —Burgen and Main Dept. with Consent against Grantor's Act—Individual or Corporation. (Ink—above)

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

180-
THIS INDENTURE, made the 10th day of September, nineteen hundred and ninety two
BETWEEN

SUSAN KARCHER, residing at 70 Lincoln Avenue, Massapequa, New York
and KARALYN KARCHER, residing at c/o Norman Paul Weiss, P.C., 110
Walt Whitman Road, Huntington Station, New York, as tenants in
common,

party of the first part, and

SUSAN KARCHER, residing at 70 Lincoln Avenue, Massapequa, New York,

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being ~~at~~ at Massapequa, in the Town of Oyster Bay, County of Nassau and State of New York, shown and designated as Lots numbers 17 through 20 inclusive, in Block D, on a certain map entitled "Map of Property of Queens Land and Title Co. Section H filed in the Office of the Clerk of the County of Nassau on July 26, 1907 as Map No. 140, Case No. 1309, which said lots when taken together as one parcel being more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Lincoln Avenue with the southerly side of Berkshire Place;

RUNNING THENCE South 10 degrees 00 minutes West along the westerly side of Lincoln Avenue 100 feet;

THENCE North 80 degrees 00 minutes West a distance of 125 feet;

THENCE North 10 degrees 00 minutes East a distance of 100 feet to the southerly side of Berkshire Place; and

THENCE South 80 degrees 00 minutes East along the southerly side of Berkshire Place, 125 feet to the corner aforesaid, the point or place of BEGINNING.

Being the same premises conveyed to the parties of the first part by deed dated May 31, 1988 and recorded June 2, 1988 in deed 9913, page 753.

Said premises also known as 70 Lincoln Avenue, Massapequa, New York.

Promises known as Sec 57 Block 165 Lot 17-20
on the Nassau County Land & Tax Map.

TAX MAP
DESIGNATION

Dist.

Sec. 57

BL 165

Lot(s) 17-20

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

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

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

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

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

IN PRESENCE OF:

[Signature]

[Signature: Susan Karcher]
SUSAN KARCHER

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

Joan Schiff
Notary Public
JOAN SCHIFF
NOTARY PUBLIC, State of New York
No. 484717U
Qualified in Suffolk County
Commission Expires March 30, 1993

STATE OF NEW YORK, COUNTY OF

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

that he is the
of

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

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

Arlene M. Naegel
Notary Public
ARLENE M. NAEGL
Notary Public, State of New York
No. 487084
Qualified in Suffolk County
Commission Expires Feb 4, 1993

STATE OF NEW YORK, COUNTY OF

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

that he knows

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

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
Title No. N 322843

SUSAN KARCHER and KARALYN KARCHER,

TO

SUSAN KARCHER

SECTION 57
BLOCK 165
LOT 17-20
COUNTY ROCKLAND, NASSAU
TAX BILLING ADDRESS

Recorded At Request of *Scott Zimer*
RETURN BY MAIL TO:

Recorded At The Request Of
Metropolitan Abstract Corporation
One Old Country Road, Suite 140
Carle Place, New York 11514-1885
(516)741-5474 (718)343-4334 FAX(516)877-1195

SCOTT ZIMER
NORMAN PAUL WEISS, P.C.
114 ~~Walt Whitman Road~~
Huntington Station, NY 11746
Melville, NY
Zip No. 11747

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

DEED 10242 PAGE 0208

RECEIVED
FILED WITH COUNTY CLERK
92 SEP 25 AM 10:40
SUBJECT TO APPROVAL

TYPE

CONTR

CONSI

DEED

TWN
01

8/21/19

SUSAN CLONINGER

PARCEL #

DEPARTMENT: P&D

SECTION: 57

BLOCK: 165

LOT: 17 - 20

PROPERTY ADDRESS: 70 Lincoln Avenue, Massapequa, NY

OWNER OF RECORD: Susan Karcher

SOURCE OF TITLE: deed 10248-207



LIENS:

EASEMENTS/ROW'S

Town of Oyster Bay
Inter- Departmental Memo

June 19, 2019

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

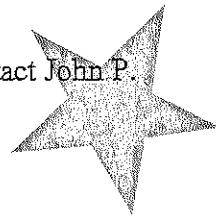
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

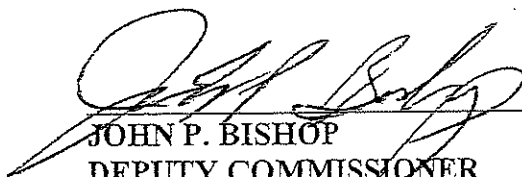
SUBJECT: 70 LINCOLN AVENUE, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$4,105.35.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (57-165-17) 70 LINCOLN AVE MASSAPEQUA 11758

Date Jun 14, 2019

Work Order # 60283

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|--------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PATRICK PETERS | General Maintenance | 03:30 | \$29.53 | 00:00 | 0 | \$103.36 |
| STEVE DIAKOIANNIS | General Maintenance | 03:30 | \$39.61 | 00:00 | 0 | \$138.64 |
| MARTIN LANG | General Maintenance | 03:30 | \$49.57 | 00:00 | 0 | \$173.50 |
| DERRICK SCOTT | General Maintenance | 03:30 | \$41.25 | 00:00 | 0 | \$144.38 |
| JOHN STERGIOPOULOS | General Maintenance | 03:30 | \$24.86 | 00:00 | 0 | \$87.01 |
| NICOLAS CAMMARANO | General Maintenance | 03:30 | \$24.96 | 00:00 | 0 | \$87.36 |
| Total Labor | | | | | | \$734.25 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| PL078 | PAYLOADER 2006 KOMAT 100-5 YW (HT-1) | \$168.00 | 03:30 | \$588.00 |
| PU413 | PICK UP 2011 FORD F250 YELLO (14 / 027) | \$79.00 | 03:30 | \$276.50 |
| TD682 | TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons | \$105.00 | 03:30 | \$367.50 |
| TD712 | TRUCK DUMP 2012 INTER 7300 YW (T-191)- 6 Wheeler | \$131.00 | 03:30 | \$458.50 |
| TD729 | 6 WHEELER 2015 LIC AM8735 | \$131.00 | 03:30 | \$458.50 |
| TR152 | TRAILER 2007 CCOUN 510TS BLACK | \$105.00 | 03:30 | \$367.50 |
| Total Equipment | | | | \$2516.50 |

Materials

| Material | Cost Per Unit | Units | Line Cost |
|-----------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |
| Tipping Fee (per ton) | \$85.74 | 1.22 | \$104.60 |
| Total Materials | | | \$854.60 |

Grand Total \$4105.35

Description of Work:

CLEAN UP 70 LINCOLN AVENUE MS

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 19, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 13, 2019, authorized the Highway Department to clean up the premises located at 540 Jerusalem Avenue, Hicksville, New York 11801, also known as Section 45, Block 297, Lots 20 and 254 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 20, 2019, in the total amount of \$10,462.85, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$10,462.85 may be assessed by the Legislature of the County of Nassau against the parcel known as 540 Jerusalem Avenue, Hicksville, New York 11801, also known as Section 45, Block 297, Lots 20 and 254 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Office of Town Attorney
Reviewed By
Ralph P. Healey

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

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

19

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

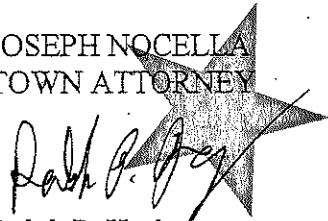
SUBJECT: Property Cleanup Assessment
540 Jerusalem Avenue, Hicksville, New York 11801
Section 45, Block 297, Lots 20 and 254

The Department of Planning and Development, by memorandum dated June 13, 2019, directed the Highway Department to clean the premises located at 540 Jerusalem Avenue, Hicksville, New York 11801, also known as Section 45, Block 297, Lots 20 and 254 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated July 11, 2019, advised that the property was cleaned by a crew from the Highway Department on June 20, 2019. The cost incurred by the Town of Oyster Bay was \$10,462.85.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

2019-7327

AL

TOWN OF OYSTER BAY

Inter-Departmental Memo June 13, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 540 Jerusalem Avenue Hicksville, NY 11801
SBL: 45-297-~~254~~ 20 + 254

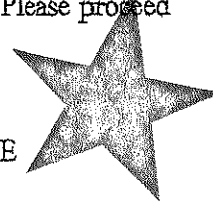
Nov. (No.19907 was issued to the owner of the above-referenced premises 6/07/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54
I am directing that:

- The grass and vegetation be cut.

RECEIVED
JUN 13 2019

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:



MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

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

THIS INDENTURE, made the 11th day of January, in the year 2016

BETWEEN Zois Sachmouris
residing at 116 East 83rd Street, New York, NY

party of the first part, and Fariyal Qureshi & Muhammad Faleh Qureshi, AS Joint Tenants with Right of Survivorship
residing at 300 Locust Lane Roslyn Heights, New York

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 parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

See Schedule A

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

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

Zois Sachmouris by
HARRY SACHMOURIS
Zois Sachmouris by HARRY SACHMOURIS

Town of Oyster Bay
Inter- Departmental Memo

July 11, 2019

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

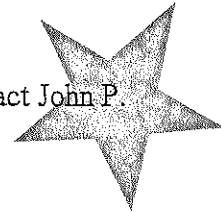
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

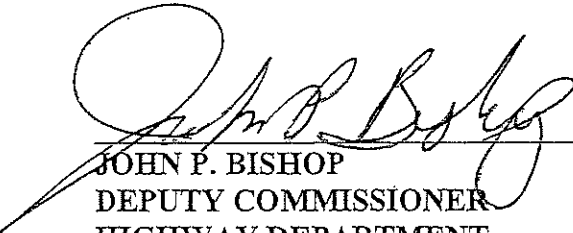
SUBJECT: 540 JERUSALEM AVENUE, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$10,462.85.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (45-297-254) 540 JERUSALEM AVE HICKSVILLE 11801

Date Jun 20, 2019

Work Order # 60641

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|---------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| TERRENCE MCDERMOTT | General Maintenance | 00:00 | \$27.03 | 03:00 | 1.5 | \$121.64 |
| GARY LEWIS, II | General Maintenance | 06:00 | \$34.02 | 00:00 | 0 | \$204.12 |
| GREGORY MARCHESE | General Maintenance | 00:00 | \$48.31 | 03:00 | 1.5 | \$217.40 |
| JAMES ROMANO | General Maintenance | 06:00 | \$28.31 | 00:00 | 0 | \$169.86 |
| VINCENT PADAVANO | General Maintenance | 06:00 | \$48.31 | 03:00 | 1.5 | \$507.26 |
| SEAN MCLAUGHLIN | General Maintenance | 06:00 | \$24.27 | 03:00 | 1.5 | \$254.84 |
| JASON SEMINARIO JR. | General Maintenance | 00:00 | \$19.23 | 03:00 | 1.5 | \$86.54 |

Total Labor \$1561.66

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|--------------|---|---------------|-------|-----------|
| BH014 | COMPACT EXCAVATOR 2011 DERE 50D BL | \$168.00 | 09:00 | \$1512.00 |
| PL091 | PAYLOADER 2013 KOMAT WA380 YELLO (HT-2) | \$168.00 | 09:00 | \$1512.00 |
| PU414 | PICK UP 2011 FORD F250 YELLO (12 / 012) | \$79.00 | 03:00 | \$237.00 |
| TD648 | PICK-UP TRUCK 2009 FORD F-250 YW (T-010 / 010) | \$79.00 | 09:00 | \$711.00 |
| TD652 | PICK-UP TRUCK 2009 FORD F-250 YW (T-015 / HP921) | \$79.00 | 03:00 | \$237.00 |
| TD731 | 2016 INTER 4200 YW 6 WHEELER | \$131.00 | 09:00 | \$1179.00 |
| TD736 | TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105) | \$105.00 | 09:00 | \$945.00 |
| TR063 | TRAILER 1988 EBEAV 10HDB YW (PL-623 / PL623) | \$105.00 | 09:00 | \$945.00 |
| TU039 | TRUCK UTILITY 2004 FORD F-350 YW (T-804) | \$79.00 | 03:00 | \$237.00 |

Total Equipment \$7515.00

Materials

| Material | Cost Per Unit | Units | Line Cost |
|-----------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |
| Tipping Fee (per ton) | \$85.74 | 7.42 | \$636.19 |

Total Materials \$1386.19

Grand Total \$10462.85

Description of Work:

CLEAN UP 540 JERUSALEM AVENUE HV

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jul 10, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated July 30, 2019, 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 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 1, 2019, in the total amount of \$1,410.51, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,410.51 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 |
| Councilman Muscarella | Aye |
| Councilman Macagnone | Aye |
| Councilwoman Johnson | Aye |
| Councilman Imbroto | Aye |
| Councilman Hand | Aye |
| Councilman Labriola | Aye |

Reviewed By
Office of Town Attorney
Ralph P. Healey

20

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019


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

The Department of Planning and Development, by memorandum dated July 30, 2019, 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 deed). The Highway Department has, by memorandum dated August 10, 2019, advised that the property was cleaned by a crew from the Highway Department on August 1, 2019. The cost incurred by the Town of Oyster Bay was \$1,410.51.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

Jul 31 2019 11:28AM

No. 0765 P. 1

2019-7321

TOWN OF OYSTER BAY

Inter-Departmental Memo
July 30, 2019

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

Nov. (No.00218) was issued to the owner of the above-referenced premises 7/22/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54
I am directing that:

- The grass and vegetation be cut including the sidewalk obstruction.

RECEIVED TOWN ATTORNEY
JUL 31 2019

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

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.

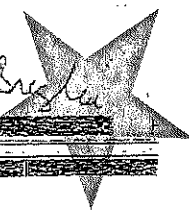
Dated: *Mineola, New York*
February 14, 1997

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.

JOANNET T. BREGLIA
County of Nassau
Registration No. 01BR475735
Expiration Date *01/30/98* *Joannet T. Breglia*



BULK SALE/ASSIGNMENT TO CAPITAL ASSET RESEARCH CORPORATION

| TOWN | SCHOOL | SECTION | BLOCK | LOT | CERT. # | PROP. CD | YEAR | TOTAL MERG | SC MERG | GEN MERG | TOTAL INT | MEMO | TOTAL AMT. |
|------|--------|---------|-------|---------|---------|----------|------|------------|------------|-----------|-----------|-----------|------------|
| 3 | 8 | 28 | 4 | 60 | 289 | 31114 | 1985 | 176.28 | 111.28 | 64.02 | 108.91 | 167.98 | 652.17 |
| 3 | 8 | 28 | 4 | 238-239 | 300 | 31114 | 1985 | 360.67 | 222.64 | 128.03 | 193.64 | 255.98 | 880.30 |
| 3 | 8 | 28 | 11 | 148-148 | 283 | 31114 | 1986 | 838.90 | 503.04 | 335.86 | 311.65 | 874.93 | 2,018.38 |
| 3 | 8 | 28 | D | 205-609 | 271 | 21001 | 1983 | 6,988.42 | 4,921.98 | 2,066.44 | 2,481.88 | 1,884.81 | 11,483.11 |
| 3 | 8 | 27 | M | 254 | 385 | 31114 | 1984 | 111.88 | 56.08 | 55.80 | 72.77 | 98.48 | 403.11 |
| 3 | 8 | 27 | 2 | 39 | 388 | 21001 | 1992 | 2,592.14 | 1,077.82 | 1,514.32 | 1,063.84 | 1,063.84 | 5,245.02 |
| 3 | 8 | 24 | B | 781 | 281 | 31114 | 1986 | 48.38 | 17.59 | 30.80 | 28.39 | 106.40 | 233.28 |
| 3 | 8 | 24 | B | 783 | 282 | 31114 | 1986 | 64.44 | 18.78 | 34.66 | 30.46 | 112.31 | 237.20 |
| 3 | 8 | 24 | B | 783 | 282 | 31114 | 1986 | 30.24 | 10.99 | 19.25 | 22.25 | 89.08 | 181.88 |
| 3 | 8 | 24 | B | 832 | 293 | 31114 | 1986 | 411.31 | 149.44 | 261.87 | 181.35 | 455.23 | 1,087.08 |
| 3 | 8 | 24 | B | 1013 | 294 | 31114 | 1986 | 175.41 | 63.73 | 111.68 | 71.43 | 228.68 | 516.40 |
| 3 | 8 | 24 | B | 1012 | 297 | 33014 | 1986 | 183.67 | 70.33 | 123.24 | 77.58 | 246.00 | 557.16 |
| 3 | 8 | 26 | B | 47-68 | 320 | 31211 | 1986 | 3,745.29 | 2,901.78 | 843.51 | 1,203.56 | 4,063.20 | 9,046.07 |
| 3 | 8 | 26 | B | 32-37 | 323 | 31114 | 1988 | 0.00 | 0.00 | 0.00 | 18.82 | 98.98 | 117.70 |
| 3 | 8 | 26 | B | 28-31 | 322 | 31211 | 1988 | 0.00 | 0.00 | 0.00 | 13.95 | 82.00 | 95.95 |
| 3 | 8 | 26 | F | 1407 | 360 | 21001 | 1985 | 15,392.37 | 8,756.41 | 6,635.96 | 5,836.89 | 8,376.68 | 29,885.62 |
| 3 | 12 | 25 | 40 | 8 | 428 | 31114 | 1993 | 385.40 | 188.95 | 196.45 | 189.87 | 162.36 | 887.87 |
| 3 | 12 | 25 | 67 | 28 | 333 | 31114 | 1992 | 3,981.42 | 3,006.83 | 974.59 | 1,469.84 | 228.00 | 5,877.88 |
| 3 | 13 | 13 | 114 | 2 | 342 | 31114 | 1993 | 3,619.40 | 1,973.88 | 1,645.52 | 1,872.79 | 1,083.15 | 6,735.34 |
| 3 | 13 | 13 | C | 161 | 432 | 41212 | 1991 | 0.00 | 0.00 | 0.00 | 209.31 | 523.28 | 732.59 |
| 3 | 13 | 14 | 1 | 85 | 436 | 31114 | 1992 | 871.91 | 484.51 | 387.40 | 392.34 | 239.46 | 1,031.81 |
| 3 | 13 | 14 | E | 889 | 437 | 21001 | 1992 | 44,830.25 | 26,468.88 | 18,361.37 | 10,531.19 | 9,200.28 | 72,981.72 |
| 3 | 14 | 15 | 58 | 9 | 461 | 21001 | 1992 | 19,743.89 | 10,204.83 | 9,539.06 | 6,865.44 | 4,673.42 | 31,462.76 |
| 3 | 15 | 11 | 438 | 12 | 474 | 31114 | 1992 | 604.85 | 303.86 | 301.19 | 288.84 | 165.62 | 1,240.21 |
| 3 | 15 | 11 | 453 | 37 | 474 | 21001 | 1992 | 40,933.10 | 20,115.89 | 20,817.21 | 22,374.42 | 8,519.18 | 72,028.70 |
| 3 | 16 | 11 | B | 133 | 408 | 31211 | 1988 | 0.00 | 0.00 | 0.00 | 34.13 | 213.28 | 247.42 |
| 3 | 15 | 18 | D | 2213 | 493 | 28001 | 1992 | 285,897.18 | 227,285.55 | 58,611.61 | 99,987.79 | 81,622.53 | 447,707.45 |
| 3 | 17 | 11 | 284 | 36 | 436 | 42114 | 1986 | 13,983.23 | 8,238.23 | 7,725.00 | 4,171.09 | 9,987.33 | 26,142.65 |
| 3 | 17 | 11 | 288 | 54 | 474 | 31114 | 1985 | 233.53 | 118.81 | 114.82 | 138.30 | 184.24 | 844.16 |
| 3 | 17 | 11 | 325 | 450 | 457 | 48414 | 1986 | 26,886.78 | 12,885.87 | 13,970.92 | 9,975.88 | 28,081.18 | 63,443.83 |
| 3 | 17 | 11 | 413 | 47 | 489 | 31114 | 1986 | 58.48 | 28.07 | 30.41 | 17.52 | 40.77 | 158.77 |
| 3 | 17 | 11 | 422 | 21 | 581 | 31114 | 1981 | 2,441.03 | 1,218.05 | 1,221.98 | 1,042.27 | 475.88 | 4,188.28 |
| 3 | 17 | 11 | 484 | 48 | 470 | 43314 | 1986 | 47,187.46 | 22,954.46 | 24,543.02 | 18,988.77 | 47,142.20 | 111,388.45 |
| 3 | 17 | 12 | 193 | 122-125 | 518 | 22001 | 1992 | 21,487.89 | 12,157.34 | 12,340.55 | 6,282.09 | 4,906.20 | 37,888.17 |
| 3 | 17 | 12 | 268 | 79 | 485 | 31114 | 1986 | 82.88 | 39.83 | 43.25 | 32.71 | 97.14 | 282.73 |
| 3 | 17 | 45 | 62 | 233 | 527 | 21001 | 1992 | 14,376.57 | 8,886.54 | 5,690.03 | 5,440.72 | 2,826.88 | 22,642.85 |
| 3 | 17 | 45 | 70 | 49 | 529 | 31114 | 1992 | 708.96 | 352.11 | 357.85 | 320.75 | 143.75 | 1,439.75 |
| 3 | 17 | 45 | 92 | 145 | 498 | 31114 | 1986 | 13.78 | 6.60 | 7.18 | 8.45 | 36.23 | 59.44 |
| 3 | 17 | 45 | 388 | 11 | 536 | 21001 | 1992 | 17,180.45 | 7,992.19 | 9,210.26 | 5,878.92 | 3,982.98 | 28,501.95 |
| 3 | 17 | 45 | 514 | 32 | 455 | 21001 | 1983 | 12,958.89 | 6,528.78 | 6,428.81 | 4,604.88 | 3,053.68 | 21,578.33 |
| 3 | 17 | 46 | 125 | 3,156 | 458 | 21001 | 1993 | 13,585.85 | 6,528.78 | 7,038.07 | 4,882.17 | 1,985.28 | 19,895.28 |
| 3 | 17 | 46 | 181 | 6-8 | 522 | 34014 | 1995 | 7,335.63 | 3,723.24 | 3,612.39 | 3,842.81 | 4,254.18 | 16,242.70 |

Town of Oyster Bay
Inter- Departmental Memo

August 10, 2019

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

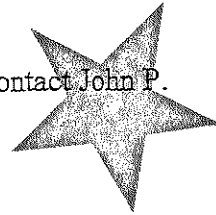
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT


SUBJECT: NEWBRIDGE ROAD, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,410.51.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

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

Date Aug 1, 2019

Work Order # 62223

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| JAMES ROMANO | General Maintenance | 00:00 | \$28.31 | 01:30 | 1.5 | \$63.70 |
| VINCENT PADAVANO | General Maintenance | 00:00 | \$48.31 | 01:30 | 1.5 | \$108.70 |
| SEAN MCLAUGHLIN | General Maintenance | 00:00 | \$24.27 | 01:30 | 1.5 | \$54.61 |

Total Labor \$227.01

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|--------------|---|---------------|-------|-----------|
| PU433 | PICK UP 2012 FORD F250 YW | \$79.00 | 01:30 | \$118.50 |
| 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 \$433.50

Materials

| Material | Cost Per Unit | Units | Line Cost |
|--------------------|---------------|-------|-----------|
| Administrative Fee | \$750.00 | 1 | \$750.00 |

Total Materials \$750.00

Grand Total \$1410.51

Description of Work:

CLEAN UP NEWBRIDGE ROAD HV

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Aug 10, 2019

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated July 16, 2019, authorized the Highway Department to clean up the premises located at 89 Cleveland Avenue, Massapequa, New York 11758, also known as Section 52, Block 177, Lots 3 and 541 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 8, 2019, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 28, 2019, in the total amount of \$1,277.57, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 8, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,277.57 may be assessed by the Legislature of the County of Nassau against the parcel known as 89 Cleveland Avenue, Massapequa, New York 11758, also known as Section 52, Block 177, Lots 3 and 541 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

7128
Reviewed By
Office of Town Attorney
Ralph P. Healey

21

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 8, 2019

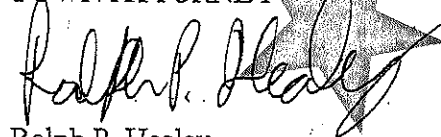
SUBJECT: Property Cleanup Assessment
89 Cleveland Avenue, Massapequa, New York 11758
Section 52, Block 177, Lots 3 and 541

The Department of Planning and Development, by memorandum dated July 16, 2019, directed the Highway Department to clean the premises located at 89 Cleveland Avenue, Massapequa, New York 11758, also known as Section 52, Block 177, Lots 3 and 541 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 10, 2019, advised that the property was cleaned by a crew from the Highway Department on July 28, 2019. The cost incurred by the Town of Oyster Bay was \$1,277.57.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

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

2019-7315

TOWN OF OYSTER BAY

Inter-Departmental Memo
July 16, 2019

To: JOHN BISHOP; DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 89 Cleveland Avenue Massapequa, NY 11758
SBL: 52-177-3, 541

Nov. (No.00208) was issued to the owner of the above-referenced premises 7/08/2019 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54

I am directing that:

- The lawn and vegetation be cut in the front, side and rear yards, including the utility strip and flower beds.

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

MEjs

cc: Joseph Nocella, Town Attorney

REC'D TOWN ATTORNEY
AUG 14 4:05:18

CONFIDENTIAL

OTHER favorites

THIS INDENTURE, made the 24th day of December, nineteen hundred and eighty-two
BETWEEN

JOHN S. MALIK and ADA R. MALIK, also known as ADA B. MALIK, his wife, both residing at 108 Bedford Avenue, New Port Richey, Florida

party of the first part, and

MARCO FERRARO and LAURA J. FERRARO, his wife, both residing at 89 Cleveland Avenue, Massapequa, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN (\$10.00)-----

lawful money of the United States, paid

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

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

lying and being ~~known~~ at Massapequa, Township of Oyster Bay, Nassau County, New York, and being more particularly bounded and described as follows:

PARCEL I
BEGINNING AT a point on the northerly side of Cleveland Avenue, distant 454.17 feet easterly from the corner formed by the northerly side of Cleveland Avenue and the easterly side of Hicksville Road; running thence northerly and at right angles to the northerly side of Cleveland Avenue 100 feet; running thence easterly and parallel with the northerly side of Cleveland Avenue 20 feet; running thence south and again at right angles to the northerly side of Cleveland Avenue 100 feet to the northerly side thereof; running thence westerly and along the northerly side of Cleveland Avenue 20 feet to the point or place of beginning.

PARCEL II

ALL that certain plot, piece or parcel of land, with the buildings thereon erected, situate, lying and being at Massapequa, in the Township of Oyster Bay, County of Nassau and State of New York, known and designated as Lots numbers 539, 540 and part of Lot number 538 in Block 7 on a certain map entitled, "Map of Property of the Queens Land & Title Co., at Massapequa, L.I., Section D, surveyed 1907 by Alvin G. Smith, C.E., Freeport, L.I.", and filed in the office of the Clerk of the County of Nassau on January 29, 1908 as Old Map No. 41, New Map No. 303, and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Cleveland Avenue, distant 474.17 feet easterly from the corner formed by the intersection of the northerly side of Cleveland Avenue with the easterly side of Main Street (Hicksville Road); running thence northerly at right angles to Cleveland Avenue a distance of 100 feet; running thence easterly parallel with Cleveland Avenue a distance of 56 feet; running thence southerly again at right angles to Cleveland Avenue a distance of 200 feet to the northerly side of Cleveland Avenue; running thence westerly along the northerly side of Cleveland Avenue a distance of 56 feet to the point or place of BEGINNING.

Said premises also known as 89 Cleveland Avenue, Massapequa, New York.

As to Parcel I described herein, being the same premises described in deed to the parties of the first part herein by deed from John F. Milton dated 10/5/50; recorded 10/9/59 in Liber 4304 cp. 380.

As to Parcel II described herein, being the same premises described in deed to the parties of the first part herein by deed from John J. Dorr dated 4/26/49 recorded 5/10/49 in Liber 3830 dp 410.

Subject to, excepting, and reserving to the parties of the first part herein a life estate for the natural lives of the parties of the first part or the survivor of them in the so-called Studio Apartment on the second floor of the dwelling situate on the premises described herein. And the parties of the first part and the parties of the second part do hereby covenant and agree as follows:

That should said apartment be damaged or destroyed from any casualty loss whatsoever, same will be repaired or substantially replaced by a substantially similar apartment at the sole cost and expense of the parties of the second part; that the parties of the first part shall not be liable or responsible for waste; that the parties of the second part shall be responsible and liable for paying all so-called carrying charges and maintenance charges with reference to the within described property and all improvements thereon, including, but not limited to, mortgage payments, real estate taxes, water charges, utility charges, fire insurance premiums, maintenance and repair; that should title to the within premises be conveyed, transferred or devolve for any reason whatsoever to any person or party other than the party of the second part herein, then and in that event the life estate herein reserved shall terminate upon the payment to the parties of the first part or survivor the sum of \$4,000 or 6% of the selling price or 6% of the then fair market value of the premises, whichever sum or value is greater.

REC-9451 REG-522



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

Elizabeth H. Morrow
Jerry C. Lind

Marco Ferraro
Laura J. Ferraro
Laura J. Ferraro

Ada R. Malik
Ada R. Malik, also known as
Ada B. Malik

John S. Malik
John S. Malik

CEB

Town of Oyster Bay
Inter- Departmental Memo

August 10, 2019

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

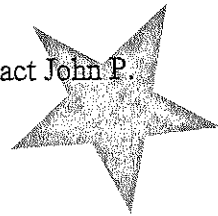
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

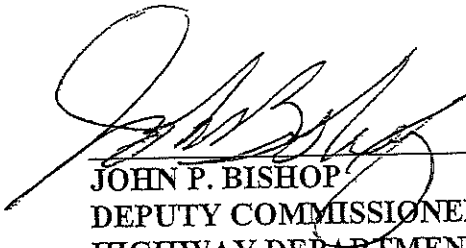
SUBJECT: 89 CLEVELAND AVENUE, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,277.57.

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




JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-177-3) 89 CLEVELAND AVE MASSAPEQUA 11758

Date Jul 28, 2019

Work Order # 61697

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|--------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| JAMES CHADWICK, II | General Maintenance | 00:00 | \$45.16 | 01:00 | 1.5 | \$67.74 |
| DONALD CHANDLER | General Maintenance | 00:00 | \$45.86 | 01:00 | 1.5 | \$68.79 |
| CHRISTOPHER MOORE | General Maintenance | 00:00 | \$26.77 | 01:00 | 1.5 | \$40.16 |
| DERRICK SCOTT | General Maintenance | 00:00 | \$41.25 | 01:00 | 1.5 | \$61.88 |
| Total Labor | | | | | | \$238.57 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|--|---------------|-------|-----------|
| TD667 | PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022) | \$79.00 | 01:00 | \$79.00 |
| TD683 | TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons | \$105.00 | 01:00 | \$105.00 |
| TD728 | POWER WAGON 2015 T-245 | \$105.00 | 01:00 | \$105.00 |
| Total Equipment | | | | \$289.00 |

Materials

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

Grand Total \$1277.57

Description of Work:

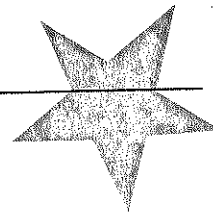
CLEAN UP 89 CLEVELAND AVENUE MS

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Aug 10, 2019



RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall, Audrey Avenue, Oyster Bay, New York on, the 19th day of November, 2019, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of 62 SOUTH STREET TOWER, INC., fee owner, for a Special Use Permit to permit the conversion of the second floor from existing offices to apartments on premises located in a "GB" (General Business) District at 62 South Street, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York and described as Section 27, Block 42, Lots 572, 576-583, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

newspapers of general circulation within the Town of Oyster Bay.

#

7/11/19
Reviewed By
Office of Town Attorney

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

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

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, November 19, 2019, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from 62 SOUTH STREET TOWER, INC., fee owner, for a Special Use Permit to permit the conversion of the second floor from existing offices to apartments on premises located in a "GB" (General Business) District at 62 South Street, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York and described as Section 27, Block 42, Lots 572, 576-583, on the Land and Tax Map of Nassau County. The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: October 22, 2019 , Oyster Bay, New York.

Reviewed By
Office of Town Attorney

22

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : October 7, 2019

SUBJECT: 62 South Street Tower, Inc.
Special Use Permit
Premises: 62 South Street, Oyster Bay, New York
Section 27, Block 42, Lots 572, 576-583

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on November 19, 2019, in connection with the above referenced matter.

JOSEPH NOCELLA
TOWN ATTORNEY

Thomas M. Sabellico
(TMS)

Thomas M. Sabellico
Special Counsel



TMS:nb
Enclosure
2017-5930
cc: Town Attorney (w/9 copies)

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall, Audrey Avenue, Oyster Bay, New York on, the 19th day of November, 2019, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of 27 CARMANS INC., lessee, and SUNRISE REAL ESTATE ENTERPRISES, LLC, fee owner, for a Special Use Permit to operate a restaurant with a maximum occupancy greater than seventy-five (75) persons on premises located at 25-27 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 25, Lots 304-305, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

newspapers of general circulation within the Town of Oyster Bay.

#

Reviewed By
Office of Town Attorney



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

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

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, November 19, 2019, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from 27 CARMANS INC., lessee, and SUNRISE REAL ESTATE ENTERPRISES, LLC, fee owner, for a Special Use Permit to operate a restaurant with a maximum occupancy greater than seventy-five (75) persons on premises located at 25-27 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 25, Lots 304-305, on the Land and Tax Map of Nassau County. The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: October 22, 2019 , Oyster Bay, New York.

Reviewed By
Office of Town Attorney



23

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : October 7, 2019

SUBJECT: 27 Carmans Inc.
Special Use Permit
Premises: 25-27 Carmans Road, Massapequa, New York
Section 53, Block 25, Lots 304-305

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on November 19, 2019, in connection with the above referenced matter.

JOSEPH NOCELLA
TOWN ATTORNEY

Thomas M. Sabellico

Thomas M. Sabellico
Special Counsel



TMS:nb
Enclosure
2019-7025
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\MD 27 Carmans Road TMS.doc

Meeting of October 22, 2019

Resolution No. 651-2019

WHEREAS, Section 205-9 of the Code of the Town of Oyster Bay states that in the event a property owner shall fail to fully satisfy any bill or invoice for sidewalk repairs within sixty (60) days of billing or invoicing, the Town shall be reimbursed by an assessment resolution; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated September 30, 2019, has requested that pursuant to Section 205-9 of the Code of the Town of Oyster Bay, the attached list of sidewalk repair accounts be referred to the County of Nassau for assessment as no monies have been collected for a period of over sixty (60) days,

NOW, THEREFORE, BE IT RESOLVED, That the request of Steven C. Ballas, Comptroller, as set forth in his memorandum dated September 30, 2019, is hereby approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of Nassau County, so that the amounts on the attached list may be assessed by the Legislature of Nassau County against each of the respective parcels at the same time as other taxes are levied and assessed.

-#-

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

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

DAS
Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 7, 2019

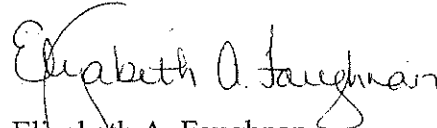
SUBJECT: Sidewalk Repair Assessments

By memorandum dated September 30, 2019, the Office of the Comptroller has annexed a list of sidewalk repair accounts for which no monies have been collected from property owners for a period of over sixty (60) days in accordance with the terms of their original agreement with the Town. The Comptroller has requested that said accounts be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls, pursuant to Town Board Resolution.

Section 205-9 of the Code of the Town of Oyster Bay provides that failure to pay for the billing for sidewalk repairs within sixty (60) days of said billing will result in an assessment resolution.

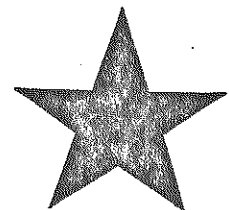
Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Attachment
GS963
cc: Town Attorney (w/9 copies)

S:\Attorney\RESOS 2019\MD & RESO\Sidewalk Assess 2019.eaf.docx



TOWN OF OYSTER BAY
Inter-Departmental Memo

SEPTEMBER 30, 2019

To: JOSEPH NOCELLA, TOWN ATTORNEY
From: STEVEN C. BALLAS, COMPTROLLER
Subject: OUTSTANDING BALANCE FOR SIDEWALK REPAIRS
(NO MONIES COLLECTED)

Attached, please find a current list of amounts owed regarding sidewalk repairs for properties that have not met the terms of their original agreement.

We are referring this matter to your office for possible assessment on the tax rolls in accordance with Section 205.9(B) of the Code of the Town of Oyster Bay.

Please inform this office of the dispositions of these accounts. We will continue to bill said accounts until they are referred to the docket for assessment by your office. In the event any payments, whether whole or partial are received, you will be notified.

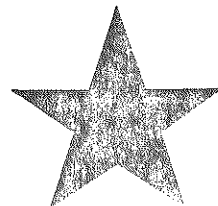

STEVEN C. BALLAS
COMPTROLLER

Attachments

SCB:ms

cc: Accounting Division
Reading File

sidewalkrepairs



Sidewalk Repair Balance Assessment
2019

| ACCOUNT# | MAILING ADDRESS | CITY | STATE | ZIP CODE | CURRENT BALANCE | ORIGINAL BILLING DATE | SEC | BLK | LOT | SD | Property Address |
|----------|-----------------|------------------|-------|----------|-----------------|-----------------------|-----|-----|----------|----|-------------------------------------|
| 1 6145 | 55 ELDORADO BLV | D PLAINVIEW | NY | 11803 | 1,415.00 | 12/16/2008 | 12 | 47 | 129 019 | | 55 ELDORADO BLVD, PLAINVIEW 11803 |
| 2 1941 | 29 ISLAND ST | PLAINVIEW | NY | 11803 | 1,375.00 | 10/3/2013 | 12 | 52 | 128 019 | | 29 ISLAND ST, PLAINVIEW 11803 |
| 3 1966 | 4062 REARDON PL | SEAFORD | NY | 11783 | 1,950.00 | 10/3/2013 | 52 | 310 | 30 018 | | 4062 REARDON PL |
| 4 1124 | 10 DOONE DR | SYOSSET | NY | 11791 | 897.00 | 10/3/2013 | 12 | 604 | 11 013 | | 10 DOONE DR, SYOSSET 11791 |
| 5 1874 | 82 WOODWARD PAR | FARMINGDALE | NY | 11735 | 330.00 | 6/30/2014 | 48 | 250 | 29 022 | | 82 WOODWARD PKWY, FARMINGDALE 11735 |
| 6 1911 | 26 MATTHEW ST | FARMINGDALE | NY | 11735 | 425.00 | 9/30/2014 | 48 | 297 | 67 022 | | 26 MATTHEW ST, FARMINGDALE 11735 |
| 7 1324 | 43 ELDERBERRY R | SYOSSET | NY | 11791 | 550.00 | 8/31/2016 | 12 | 419 | 12 013 | | 43 ELDERBERRY RD, SYOSSET 11791 |
| 8 1349 | 4 ELM DR | FARMINGDALE | NY | 11735 | 750.00 | 9/14/2017 | 49 | 153 | 11 022 | | 4 ELM DR, FARMINGDALE 11735 |
| 9 1361 | 23 DANIEL RD N | MASSAPEQUA | NY | 11758 | 600.00 | 9/14/2017 | 52 | 391 | 15 018 | | 23 DANIEL RD, MASSAPEQUA 11758 |
| 10 1374 | 256 N DELAWARE | NORTH MASSAPEQUA | NY | 11758 | 332.00 | 9/14/2017 | 52 | 65 | 1558 022 | | 256 DELAWARE AVE, MASSAPEQUA 11758 |
| 11 1375 | 181 WILLIAM RD | NORTH MASS | NY | 11758 | 950.00 | 9/14/2017 | 52 | 415 | 25 018 | | 181 WILLIAM RD, N MASSAPEQUA 11758 |
| 12 1389 | 405 N CENTRAL D | NORTH MASSAPEQUA | NY | 11758 | 397.50 | 9/14/2017 | 52 | 26 | 26 018 | | 405 CENTRAL DR, MASSAPEQUA 11758 |
| 13 1391 | 22 REGINA RD | FARMINGDALE | NY | 11735 | 600.00 | 9/14/2017 | 49 | 263 | 5 022 | | 22 REGINA RD, FARMINGDALE 11735 |
| 14 1411 | 598 N SYRACUSE | NORTH MASSAPEQUA | NY | 11758 | 450.00 | 9/14/2017 | 52 | 352 | 6 018 | | 598 SYRACUSE AVE, MASSAPEQUA 11758 |
| 15 1430 | 509 N ATLANTA A | MASSAPEQUA | NY | 11758 | 125.00 | 9/14/2017 | 52 | 344 | 9 018 | | 509 N ATLANTA AVE, MASSAPEQUA 11758 |
| 16 1444 | 24 YOAKUM AVE | SOUTH FARMINGDA | NY | 11735 | 250.00 | 9/14/2017 | 48 | 220 | 13 022 | | 24 YOAKUM AVE, FARMINGDALE 11735 |
| 17 1455 | 25 FORD DR W | MASSAPEQUA | NY | 11758 | 518.75 | 9/14/2017 | 53 | 209 | 4 BA6 | | 25 FORD DR W, MASSAPEQUA 11758 |
| 18 1461 | 57 CINQUE DR | FARMINGDALE | NY | 11735 | 1,000.00 | 9/14/2017 | 49 | 181 | 30 022 | | 57 CINQUE DR, FARMINGDALE 11735 |
| 19 1471 | 227 N ALBANY AV | MASSAPEQUA | NY | 11758 | 600.00 | 9/28/2017 | 52 | 53 | 1996 022 | | 227 ALBANY AVE, MASSAPEQUA 11758 |
| 20 1481 | 11 WISHING LA | HICKSVILLE | NY | 11801 | 300.00 | 11/8/2017 | 46 | 471 | 25 017 | | 11 WISHING LN, HICKSVILLE 11801 |
| 21 1544 | 9 MCKINLEY AVEN | FARMINGDALE | NY | 11735 | 593.75 | 11/20/2017 | 48 | 131 | 115 022 | | 9 MC KINLEY AVE, FARMINGDALE 11735 |
| 22 1563 | 80 LOCKWOOD AVE | FARMINGDALE | NY | 11735 | 1,150.00 | 11/20/2017 | 48 | 488 | 19 022 | | 80 LOCKWOOD AVE, FARMINGDALE 11735 |
| 23 1567 | 118 WILLARD AVE | FARMINGDALE | NY | 11735 | 900.00 | 11/20/2017 | 48 | 493 | 3 022 | | 118 WILLARD AVE, FARMINGDALE 11735 |
| 24 1585 | 40 W WALNUT ST | FARMINGDALE | NY | 11735 | 1,756.25 | 11/20/2017 | 49 | 9 | 54 022 | | 40 WALNUT ST, FARMINGDALE 11735 |
| 25 1590 | 107 LINCOLN ST | FARMINGDALE | NY | 11735 | 1,200.00 | 11/20/2017 | 48 | 302 | 41 022 | | 107 LINCOLN ST, FARMINGDALE 11735 |
| 26 1607 | 25 ROBIN LN | FARMINGDALE | NY | 11735 | 2,900.00 | 11/29/2017 | 48 | 553 | 28 022 | | 25 ROBIN LN, FARMINGDALE 11735 |

Sidewalk Repair Balance Assessment
2019

| ACCOUNT# | MAILING ADDRESS | CITY | STATE | ZIP CODE | CURRENT BALANCE | ORIGINAL BILLING DATE | SEC | BLK | LOT | SD | Property Address |
|----------|-----------------|-----------------|-------|----------|-----------------|-----------------------------|-----|-----|--------|----|--|
| 27 L662 | 79 PARK LA | MASSAPEQUA | NY | 11758 | 1,450.00 | 11/29/2017 | 48 | 523 | 8 023 | | 79 PARK LN, MASSAPEQUA 11758 |
| 28 L680 | 9 PEPPER CIRCLE | MASSAPEQUA | NY | 11758 | 1,000.00 | 12/31/2017 | 53 | 219 | 21 022 | | 9 PEPPER CIRCLE E, MASSAPEQUA 11758 |
| 29 L712 | 4 S PARK DR | MASSAPEQUA PARK | NY | 11762 | 1,350.00 | 12/31/2017 | 48 | 571 | 17 022 | | 4 PARK DR, MASSAPEQUA PARK 11762 |
| 30 L716 | 8 WESTWOOD RD S | MASSAPEQUA PARK | NY | 11762 | 700.00 | 12/31/2017 | 48 | 543 | 14 023 | | 8 WESTWOOD RD S, MASSAPEQUA PARK 11762 |
| 31 L720 | 17 RADCLIFF LA | FARMINGDALE | NY | 11735 | 550.00 | 12/31/2017 | 53 | 170 | 23 022 | | 17 RADCLIFF LN, FARMINGDALE 11735 |
| 32 L725 | 100 KETCHAMS RD | HICKSVILLE | NY | 11801 | 700.00 | 12/31/2017 | 12 | 463 | 4 017 | | 100 KETCHAM RD, HICKSVILLE 11801 |
| 33 L730 | 114 SPRAY ST | MASSAPEQUA | NY | 11758 | 1,600.00 | 12/31/2017 | 66 | 107 | 11 BA6 | | 114 SPRAY ST, MASSAPEQUA 11758 |
| 34 L732 | 120 SPRING ST | MASSAPEQUA | NY | 11758 | 850.00 | 12/31/2017 | 66 | 108 | 99 BA6 | | 120 SPRING ST, MASSAPEQUA 11758 |
| 35 L773 | 10 FRANK AVE | HICKSVILLE | NY | 11801 | 900.00 | 12/31/2017 | 12 | 153 | 4 017 | | 10 FRANK AVE, HICKSVILLE 11801 |
| 36 L775 | 2 BRIGGS ST | HICKSVILLE | NY | 11801 | 1,012.50 | 12/31/2017 | 12 | 168 | 28 017 | | 2 BRIGGS ST, HICKSVILLE 11801 |
| 37 L819 | 46 FORD DR W | MASSAPEQUA | NY | 11758 | 700.00 | 12/31/2017 | 53 | 208 | 25 BA6 | | 46 FORD DR, MASSAPEQUA 11758 |
| 38 L820 | 71 SCOTT ST | MASSAPEQUA PARK | NY | 11762 | 1,600.00 | 12/31/2017 | 53 | 155 | 31 023 | | 71 SCOTT ST, MASSAPEQUA PARK 11762 |
| 39 L829 | 18 ARDIS LA | PLAINVIEW | NY | 11803 | 593.75 | 12/31/2017 | 12 | 480 | 5 019 | | 18 ARDIS LN, PLAINVIEW 11803 |
| 40 L834 | 11 ETON PL | PLAINVIEW | NY | 11803 | 300.00 | 12/31/2017 | 12 | 609 | 7 019 | | 11 ETON PL, PLAINVIEW 11803 |
| 41 L854 | 94 TWIN LAWNS A | HICKSVILLE | NY | 11801 | 537.50 | 2/28/2018 | 12 | 323 | 43 017 | | 94 TWIN LAWNS AVE, HICKSVILLE 11801 |
| 42 L856 | 42 BOBWHITE LA | HICKSVILLE | NY | 11801 | 1,250.00 | 2/28/2018 | 45 | 366 | 29 017 | | 42 BOBWHITE LN, HICKSVILLE 11801 |

AS OF 10-17-2019

37,409.00

WHEREAS, Frank V. Sammartano, Commissioner, Jericho Fire District ("Fire District"), by letter dated September 18, 2019, requested to enter into an Inter Municipal Agreement with the Town, allowing the Fire District permission to fuel the Fire District's vehicles at the Town of Oyster Bay's refueling stations; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 3, 2019, recommended and requested that the Town enter into an agreement with the Jericho Fire District for the period November 1, 2019 through and including July 31, 2029, in order to permit the Fire District to purchase fuel for their vehicles at the Town's various fueling facilities,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor or his designee is hereby authorized to enter into an agreement with the Jericho Fire District from November 1, 2019 through and including July 31, 2029, allowing said District to purchase fuel for its vehicles at the Town of Oyster Bay's various refueling stations.

-#-

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

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

Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

25

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

October 3, 2019

TO : MEMORANDUM DOCKET

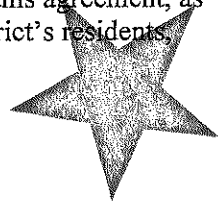
FROM : RICHARD W. LENZ, P.E., COMMISSIONER OF DPW/HIGHWAY

SUBJECT : JERICHO FIRE DISTRICT
INTER-MUNICIPAL FUEL AGREEMENT

Attached, please find a letter dated September 18, 2019 from Frank V. Sammartano, Fire Commissioner for Jericho Fire District, requesting to enter into the attached inter-municipal fuel agreement with the Town of Oyster Bay. This agreement would allow them to purchase gasoline for the district at the Town's various fueling facilities for the period November 1, 2019– July 31, 2029.

After careful review and consideration, it is recommended that the Town proceed with this agreement, as it should not have an adverse effect on our fuel supply, and be to the benefit of the District's residents, who are also residents of the Town.

Therefore, Town Board approval is requested.




RICHARD W. LENZ, P.E.
COMMISSIONER OF DPW/HIGHWAYS

RWL/sb

Att.

C: Town Attorney (Original+ 9 copies)
Joseph S. Saladino, Town Supervisor
Steven C. Ballas, Comptroller
Richard Reiner, Automotive Shop Supervisor I

MC

DAVID J. MARMANN, Sr.
Chairman

FRANK V. SAMMARTANO
Vice Chairman

TED KETSOGLOU

BRIAN J. KENNY

BRUCE L. FRIEDMAN, D.C.

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

NANCY ORLANDO
District Secretary

ANNE BACHTELER
District Treasurer

JOHN J. O'BRIEN
District Supervisor

September 18, 2019

Mr. Joseph Saladino, Supervisor
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York

RE: Emergency Gasoline Purchase – Jericho Fire District

Dear Mr. Saladino:

Please allow this correspondence to serve as a formal request of The Jericho Fire District to purchase gasoline/diesel from the Town of Oyster Bay during an emergency situation.

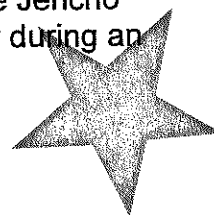
Thank you for your courtesy and cooperation in this matter.

Sincerely,



Frank V. Sammartano
Fire Commissioner

/no



AGREEMENT

Dated: , 2019

Parties: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, with a principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

THE JERICHO FIRE DISTRICT, a municipal corporation, having its principal business address at 424 North Broadway, Jericho, New York 11753 hereinafter referred to as the "DISTRICT".

WITNESSETH:

WHEREAS, the DISTRICT has requested permission to fuel its vehicles at the Town's fueling facilities located at the Department of Public Works at 150 Miller Place, Syosset, 11791; Town of Oyster Bay Highway Yard at Lake Avenue, Oyster Bay, 11771; Town of Oyster Bay Highway Yard at Carman Mill Road, Massapequa, 11758; Department of Parks, 977 Hicksville Road, Massapequa, 11758; the Hon. Joseph Colby Town of Oyster Bay Golf Course, Southwoods Road and Jericho Turnpike, Syosset, 11791; and the Old Bethpage SWD Complex, 101 Bethpage-Sweet Hollow Road, Old Bethpage, 11804, collectively, the "FACILITIES"; and

WHEREAS, this Town Board determined that granting said request would be in the best interest of the TOWN,

NOW, THEREFORE IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The DISTRICT shall have access to TOWN fueling pumps located at the FACILITIES during normal business hours or as otherwise agreed upon by representatives of the DISTRICT and TOWN.

2. The DISTRICT will be responsible for all hardware and software updates to program the DISTRICT's vehicles to be compatible with the TOWN's technology infrastructure and to create a separate billing account.

3. The TOWN will tally the monthly fuel usage by DISTRICT vehicles at the FACILITIES, and submit an invoice to the DISTRICT for total gallons used and total cost. Cost shall be computed utilizing the same price per gallon paid by the TOWN. Billing is to be done by the TOWN's Office of the Comptroller on a monthly basis.

4. There shall be a four percent (4%) surcharge imposed by the TOWN, in addition to the cost of fuel used by the DISTRICT. Said surcharge represents the TOWN's cost of maintaining and administering the fueling system.

5. The DISTRICT shall be responsible for any and all damage to the FACILITIES, including the fueling pumps caused by the DISTRICT, such as "drive aways" at the pumps, etc..

6. The DISTRICT agrees to procure and maintain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this Agreement, a policy of comprehensive general liability insurance on which the DISTRICT and the TOWN are each named insured, with a policy or policies providing \$1,000,000.00 per occurrence/ \$2,000,000.00 in the aggregate.

7. The DISTRICT agrees to defend and indemnify the TOWN against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the TOWN.

8. This agreement may be terminated as follows:

- a. By either party upon thirty (30) days' written notice to the other party; or
- b. By the TOWN if the TOWN no longer operates or maintains fueling facilities.

The Town shall not be liable for any damages flowing from the termination of this Agreement as provided herein.

9. In the event that the TOWN through no fault of its own, is unable to provide all or any fuel requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

10. All notices required under this Agreement shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DISTRICT, as appropriate.

11. Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the

other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

12. This Agreement shall commence on November 1, 2019, and shall terminate July 31, 2029, unless otherwise terminated pursuant to the terms of this Agreement.

13. The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.

14. This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused these agreements to be executed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

TOWN OF OYSTER BAY

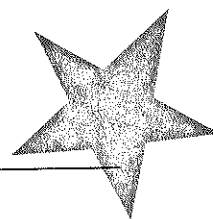
BY: _____

REVIEWED BY:

Office of the Town Attorney

JERICHO FIRE DISTRICT

BY: _____



STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 2019, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that by virtue of the authority conferred on him by law, he subscribed his name to the foregoing instrument and that he executed the same for the purpose therein mentioned.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of , 2019, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he/ is the _____ of the JERICHO FIRE DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that by virtue of the authority conferred on him/her by law, he/she subscribed his/her name to the foregoing instrument and that he/she executed the same for the purpose therein mentioned.

Notary Public

WHEREAS, Cristina Harrison, Administrator, First Presbyterian Church, 60 East Main Street, Oyster Bay, New York, 11771, by letter dated September 30, 2019, requested the use of one (1) roll-off container, to be dropped off on Tuesday, November 19, 2019, and collected on Tuesday, November 26, 2019, for their annual Fall Cleanup at the Church on the aforementioned dates; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated October 4, 2019, advised that he has no objection to providing one (1) roll-off container for the First Presbyterian Church's annual Fall Cleanup, to be dropped off on Tuesday, November 19, 2019, and collected on Tuesday, November 26, 2019, at 60 East Main Street, Oyster Bay, New York, 11771, because it is not required for use by the Department of Public Works at those times and the roll-off container is to be provided, without charge, as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201 "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works is authorized to provide use of one (1) roll-off container to be dropped off on Tuesday, November 19, 2019, and collected on Tuesday, November 26, 2019, without charge, as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201 "Solid Waste", Section 17, for the First Presbyterian Church's annual Fall Cleanup, is hereby authorized, subject to the following conditions:

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

-#-

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

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

26

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

October 4, 2019

TO: Memorandum Docket

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


SUBJECT: Request: ROLL OFF CONTAINER
First Presbyterian Church
60 East Main Street
Oyster Bay, New York 11771

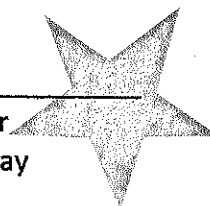
Attached please find a copy of a letter received in this office from Christina Harrison requesting a roll off container for their fall clean up. The container will be placed at 60 East Main Street, Oyster Bay, on Tuesday, November 19, 2019, and collected on Tuesday, November 26, 2019.

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

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

Attached please find their certificate of insurance, endorsement and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by the First Presbyterian Church from Tuesday, November 19, 2019 through Tuesday, November 26, 2019.


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



RWL: cw

Attachments

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

FIRST PRESBYTERIAN CHURCH
OYSTER BAY, NEW YORK
THE REV. DR. JEFFREY D. PREY, PASTOR

September 30, 2019

Town of Oyster Bay
Department of Public Works
Sanitation Division
150 Miller Place
Syosset, NY 11791
Attention: Janine

Dear Janine:

We are requesting the use of one roll-off container from Tuesday, November 19, 2019 – Tuesday, November 26, 2019. Please find enclosed our application, Certificate of Insurance, endorsement and Hold Harmless Agreement and a diagram of placement. We request for it to please be place closer to the church, as shown in the diagram. Last time it was placed in the far corner of the parking lot.

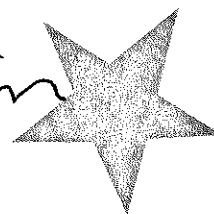
We are requesting for it to be delivered on Tuesday and picked up on the following Tuesday. Thank you.

If you have any questions, please call me at (516) 922-5477.

Sincerely,



Cristina Harrison
Administrator



:cjh
Enclosure

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: First Presbyterian Church

Billing Address: 60 EAST MAIN ST

OYSTER BAY, NY 11771

Phone Number (Days): (516) 922-5477

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: same

Dates Container(s) Needed: From 11/19/19 To 11/26/19

Describe The Event For Which Container(s) Is/Are Requested: Fall Clean Up

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

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

Signature: Antonia Horan Date: 9/30/19

Title: CHURCH ADMINISTRATOR

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: 114 \$250 Charge Applies: YES _____ NO ✓

To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/13/2019

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

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

| | |
|--|---|
| PRODUCER Willie Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 | CONTACT NAME: PHONE (A/C No. Ex): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL: certificates@willie.com ADDRESS: certificates@willie.com |
| INSURED 0000005304-First Presbyterian Church 60 E. Main St. Oyster Bay, NY 11771 | INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: Berkshire Hathaway Specialty Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER: W12617160

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 VWD | 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 | Y | 011971558 & 048409888 | 01/01/2019 | 01/01/2020 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP AGG \$ 4,000,000 |
| | 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 | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | Y | 42-XSF-306542-01 | 01/01/2019 | 01/01/2020 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| | DED \$ RETENTION \$ | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | PER. STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ |

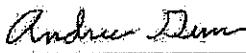
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Use of roll off container from 11/19/19 to 11/26/19

Town of Oyster Bay is an Additional Insured with respects to General Liability and Excess Liability as required by Written Contract or Oral Agreement.

Please contact your Insurance Board Agent, WILLIAM A SMITH AND SON, INC at (845) 561-1706, for questions regarding

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  |
|--|---|

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | | |
|--|-------------------------|---|--|
| AGENCY Willie Towers Watson Midwest, Inc. | | NAMED INSURED 0000005304-First Presbyterian Church 60 E. Main St. Oyster Bay, NY 11771 | |
| POLICY NUMBER See Page 1 | | EFFECTIVE DATE: See Page 1 | |
| CARRIER See Page 1 | NAIC CODE See Page 1 | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.

Reviewed By
Office of Town Attorney



ACORD 101 (2008/01)

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The ACORD name and logo are registered marks of ACORD

SR ID: 18512158

BATCH: 1366685

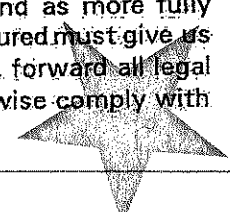
CERT: W12617160

This endorsement, effective January 1, 2019, 12:01 a.m.,
Forms a part of Policy No.: 011971558 & 048409888
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT NO. 9

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT OR WRITTEN OR ORAL AGREEMENT ENDORSEMENT

- A. Section II – Who is an Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or a written or oral agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. This insurance provides coverage with regard to COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - coverages only).
 2. The person or organization is only an additional insured with respect to liability arising out of "your work", "your product", or your operations.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written or oral agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work", "your product", or your operations included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written or oral agreement and then only for the period of time required by the written contract or written or oral agreement and in no event beyond the expiration date of the policy.
 5. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written or oral agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional insured.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with



all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.


Authorized Representative

Reviewed By
Office of Town Attorney



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

This Agreement is made this 30 day of September 2019, by First Presbyterian Church (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 60 EAST MAIN ST
OYSTER BAY, NY 11771

for the event described as Fall Clean Up
The property/equipment is needed from November 19, 2019 to November 26, 2019
The event for which the property and/or equipment is requested () is (☒) is not a profit making event.

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

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

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

Name of Organization

First Presbyterian Church

Address of Organization

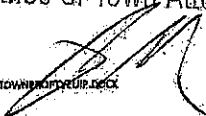
60 EAST Main ST.
OYSTER BAY, NY 11771

By: Cristina Harrison
Authorized Representative

Title: Church Administrator

Telephone Number: (516) 922-5477

Reviewed By
Office of Town Attorney



7/1/2
Reviewed By
Office of Town Attorney
M. J. J.

WHEREAS, Harriet Gerald Clark, Executive Director, Friends of Raynham Hall, Inc., 20 West Main Street, Oyster Bay, NY 11771, by letter dated October 1, 2019, requested the closure of Municipal Parking Field O-1, Oyster Bay, on Saturday, October 26, 2019 from 5:00 p.m. until 11:00 p.m., the placement of temporary "No Parking" signs in Municipal Parking Field O-1 at the abovementioned dates and time, and the use of two (2) complete barricades and four (4) SORT pails to be dropped off at the abovementioned location, as well as a waiver of Section 82-3 of the Code of the Town of Oyster Bay, pertaining to the consumption of alcoholic beverages in public for the Friends of Raynham Hall, Inc.'s 4th Annual Halloween Parade Event, to be held on October 26, 2019 with a rain date of October 27, 2019; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated October 4, 2019, advised that two (2) complete barricades and four (4) sort pails will not be otherwise required for use by the Town at that time, and that the Highway Department has no objection to providing same to the Friends of Raynham Hall, Inc. for their 4th Annual Halloween Parade and has no objection to closing the parking fields and streets and the placement of signs as requested; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned requests are hereby approved, and the Highway Department is hereby authorized to close Municipal Parking Field O-1, Oyster Bay, on Saturday, October 26, 2019 from 5:00 p.m. until 11:00 p.m., and to place temporary "No Parking" signs in Municipal Parking Field O-1 at the abovementioned dates and time, and to allow the use of two (2) complete barricades and four (4) sort pails to be dropped off at the abovementioned location, for the Friends of Raynham Hall, Inc.'s 4th Annual Halloween Parade Event, to be held on October 26, 2019 with a rain date of October 27, 2019, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized designee;
2. That Section 82-3 of the Code of the Town of Oyster Bay, entitled "Alcoholic Beverages; Prohibitions" be waived at this event;
3. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activities; and

4. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$1,000,000 each occurrence, and \$2,000,000 general aggregate, naming the Town of Oyster Bay and the County of Nassau as additional insureds, in connection with the aforementioned activity.

-#-

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

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

29

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 4, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: FRIENDS OF RAYNHAM HALL, INC. 4TH ANNUAL HALLOWEEN PARADE EVENT
TO BE HELD SATURDAY, OCTOBER 26TH, 2019
(RAIN DATE SUNDAY, OCTOBER 27TH, 2019)

Enclosed please find a copy of the letter from Harriet Gerard Clark, Executive Director, requesting our assistance on behalf of the Friends of Raynham Hall, Inc. in conducting their 4th annual Halloween Parade Event Saturday, October 26th, 2019 with a rain date of Sunday, October 27th, 2019.

The Highway Department has no objection to the Friends of Raynham Hall, Inc. utilizing Municipal Parking Field O-1 in Oyster Bay on Saturday, October 26th, 2019 for their 4th annual Halloween Parade Event. The organization would appreciate the posting of temporary "No Parking" signs in Municipal Parking Field O-1 from Saturday, October 26th, 2019 from 5:00 pm through 11:00 pm. If the rain date is needed the same times will apply

Further, the Highway Department will be pleased to provide two (2) complete barricades and four (4) sort pails for this event.

The Organization is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay) on behalf of the Friends of Raynham Hall, Inc. during their event on October 26th, 2019 with a rain date of October 27th, 2019.

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



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz

Attachments

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

RAYNHAM HALL
MUSEUM



BOARD OF TRUSTEES

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President
James M. Murphy
Legal Advisor
Colette Buzzetta
Secretary
Claudia Taglich
Treasurer
Barbara Adelhardt
First Vice President
Jounna Badami
Second Vice President
Elaine Palmer
Third Vice President
Rebecca Lawton Flatters
Fourth Vice President
Elizabeth Brown
Fifth Vice President
Carolyn Mott
Patricia P. Sands
Karen J. Underwood

Jamie Arty
John Bonifacio
Franciska Berg-Doshi
P. Benjamin Duke
June B. Fisher
Erik Knutsen
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Dean A. Yoder

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Frank J. Olt, Jr.
Franklin Hill Perrell
Julie Rinaldini
Rita Roselle
Bradford G. Weekes III
Townsend Weekes
Richard Weir III

EXECUTIVE DIRECTOR

Harriet Gerard Clark

Kim 2

DEPUTY COMMISSIONER

October 1, 2019

Joseph S. Saladino
Supervisor, Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

RE: Oyster Bay Hamlet Halloween Parade

Dear Supervisor Saladino:

On behalf of the Friends of Raynham Hall, Inc., I herewith respectfully request permission to host our fourth annual Halloween parade in the hamlet of Oyster Bay, on Saturday October 26th at 7:30 p.m., with a rain date of October 27.

The parade would begin at Christ Church on East Main Street, turn north on White Street, then south on South Street, west on Hamilton, south on Audrey and then walk through the passage opposite 54 Audrey to Parking Field 0-1 adjacent to Raynham Hall. It is planned that there will be a food truck offering food and drinks, as well as beer, so we would request a waiver of the open container law for both the scheduled date and the rain date.

We would very much appreciate the use of the parking field, as well as two saw-horse barriers, four garbage bins and four hand-held radios.

I understand that there is a requirement for a Certificate of Insurance and a "hold-harmless" naming the Town of Oyster Bay as additional insured, and I am working on that concurrently.

Please feel free to contact me at hgerardclark@raynhamhallmuseum.org or 516 922 6808 if you have any questions or require further information, and thank you so much for your help.

Sincerely yours,

Harriet Gerard Clark

Cc: Ronald J. Scaglia





FRIE0FR-01

ACRUZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2019

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

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

PRODUCER

Geo. V. Bullen & Son Inc.
3333 New Hyde Park Road
Suite 300
New Hyde Park, NY 11042

CONTACT NAME: Timothy DiPietro

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS: tdipietro@gvbullen.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Company

19682

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Friends of Raynham Hall Inc.
20 West Main St.
Oyster Bay, NY 11771

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 | TYPE OF INSURANCE | ACORD SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS |
|------|--|---------------|---------------|--------------|--------------|---|
| LOC | | (INSR) (SUBR) | | (MM/DD/YYYY) | (MM/DD/YYYY) | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | 12SBAZJ6131 | 11/30/2018 | 11/30/2019 | EACH OCCURRENCE \$ 2,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 |
| | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | | | | | | PRODUCTS - COM/OP AGG \$ 4,000,000 |
| | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | |
| | OTHER: | | | | | |
| | AUTOMOBILE LIABILITY | | | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | COMBINED SINGLE LIMIT (Per accident) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | |
| | UMBRELLA LIAB | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | |
| | DED RETENTIONS | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) | Y/N | N/A | | | PER STATUTE OTH-ER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | 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)
Event October 25th with rain date of October 27th

Certificate holder is included as additional insured with respect to general liability as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Reviewed By
Office of Town Attorney

ACORD 25 (2016/03)

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POLICY NUMBER: 12 SBA 2J6131



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

LOC 001 BLDG 001
TOWN OF OYSTER BAY
DIVISION OF PURCHASE AND SUPPLY
74 AUDREY AVENUE
OYSTER BAY, NY 11771
RE: FRIENDS OF RAYNHAM HALL HAS A CONTRACT WITH THE TOWN OF OYSTER
BAY

Reviewed By
Office of Town Attorney

A handwritten signature in black ink, appearing to be "J. M.", is written over a large, solid black five-pointed star. The star is positioned to the right of the signature.

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 1st day of Oct, 2019, by FRIENDS OF RAYNHAM HALL, INC. (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period OCTOBER 26, 2019 through OCTOBER 27, 2019

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

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

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

Name of Organization:

FRIENDS OF RAYNHAM HALL, INC.

Address of Organization:

20 WEST MAIN STREET

OYSTER BAY, NY 11771

By: [Signature]
Authorized Representative

Title: EXECUTIVE DIRECTOR

Telephone Number: 516 922 6808

Reviewed By
Office of Town Attorney

[Signature]

DATE: 10/4/19

TO: HIGHWAY OPERATIONS

SUBJECT: Friends of Raynham Hall Inc. Halloween Parade event

PLEASE DELIVER TO:

DATE OF EVENT: 10/26/19

Parking Field O-1

Rain Date: 10/27/19

BARRICADES: 2

CONTACT: Harriet Clark
516-922-6808

SORT PAILS: 4

PORTABLE LIGHTS:

GENERATOR:

PACKER:

MISC ITEMS:

DELIVER ON: 10/25/19

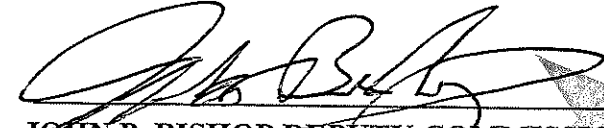
PICKUP ON: 10/28/19

SWEEPING BEFORE AFFAIR IS NEEDED:

XX
YES NO

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

JPB/kaz


JOHN P. BISHOP DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Kevin Freiberg, Area Foreman 013
Jeff VanNostrand
Public Safety Division

Mike Ricardo, Regional Foreman 009
Dan Kornfeld

Meeting of October 22, 2019

Resolution No. 655-2019

Reviewed By
Office of Town Attorney

WHEREAS, Lawrence C. Schmidlapp, Mayor, Incorporated Village of Centre Island, by letter dated May 14, 2019, requested to enter into an Inter-Municipal Agreement with the Town, which would provide for the Town to supply sand and salt to said Village; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 29, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the Village, from November 1, 2019 to April 30, 2020, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of all any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Centre Island to provide sand and salt, from November 1, 2019 through April 30, 2020.

-#-

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

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

Town of Oyster Bay
Inter-Departmental Memo

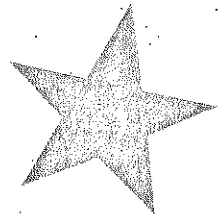
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : October 4, 2019
SUBJECT: Inter-Municipal Agreement with the
Incorporated Village of Centre Island for Sand and Salt

Lawrence C. Schmidlapp, Mayor, Incorporated Village of Centre Island, by letter dated May 14, 2019, requested to enter into an Inter-Municipal Agreement which would provide for the Town to supply sand and salt to said Village from November 1, 2019 through April 30, 2020.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 29, 2019, recommended that the Town Board approve the Inter-Municipal Agreement with the Incorporated Village of Centre Island, to provide sand and salt at the same rate of purchase as purchased by the Town, from November 1, 2019 through April 30, 2020. The Village will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-municipal Agreement. Please place this matter on the action calendar for October 22, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY



Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Enclosure
2017-5837
cc: Town Attorney (w/9 copies)

INTER-MUNICIPAL AGREEMENT

DATED: , 2019

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 CENTRE ISLAND, a municipal corporation, having its principal business address at 303 Centre Island Road, Centre Island, N.Y. 11771, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN 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 sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The VILLAGE shall be solely responsible for the disposal of all

debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: 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.

SIXTH: This agreement is effective from November 1, 2019 and shall terminate on April 30, 2020 unless extended by mutual agreement between the parties.

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.

REVIEWED:

TOWN OF OYSTER BAY

Elizabeth A. Fayman
Office of the Town Attorney
M. D. [Signature]

BY _____

INCORPORATED VILLAGE OF CENTRE ISLAND

BY: _____
Mayor



STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 2019, 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 this agreement was authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

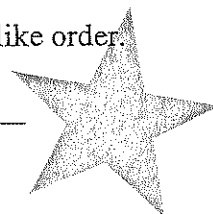
Notary Public

[illegible]

On this day of , 2019, 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
INCORPORATED VILLAGE OF CENTRE ISLAND, the municipal corporation described
herein and which executed the foregoing instrument; that this agreement was authorized by order
of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

S:\Attorney\AGREEMENTS\Sand and Salt 2019\Sand-Salt Centre Island Agree 2019-2020. EAF.docx



TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 29, 2019

TO: OFFICE OF TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

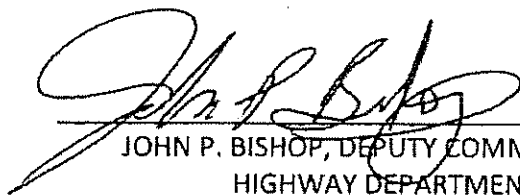
SUBJECT: INCORPORATED VILLAGE OF CENTRE ISLAND REQUESTS AN
INTER-MUNICIPAL AGREEMENT FOR SAND & SALT FOR
2019/2020 WINTER MONTHS

Please see the attached correspondence dated, May 14, 2019, from Lawrence C. Schmidlapp, Mayor of the Incorporated Village of Centre Island.

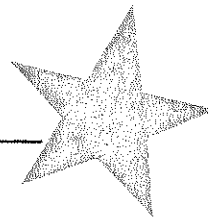
The Mayor is requesting an inter-municipal agreement with the Town of Oyster Bay Highway Department to obtain sand and salt for the 2019/2020 winter months in the event of a snow emergency.

Please take whatever action you deem necessary in order to facilitate this inter-municipal agreement with the Incorporated Village of Centre Island and advise this department.

If you have any questions regarding this, please feel free to contact me at extension 5770.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT



THE INCORPORATED VILLAGE OF CENTRE ISLAND

303 CENTRE ISLAND ROAD
CENTRE ISLAND, NY 11771

(516) 922-0606

Fax: (516) 922-4708

REC'D BY HIGHWAY DEPT
MAY 29 '19 AM 10:14
HIGWAY DEPARTMENT
Jim M.

OFFICE OF THE MAYOR

May 14, 2019

Mr. John Bishop
Deputy Commissioner
Highway Dept.
150 Miller Place
Syosset, NY 11791

Dear Mr. Bishop,

The Village of Centre Island is once again requesting to renew our salt and sand inter-municipal agreement between the Village and the Town of Oyster Bay for the upcoming 2019-2020 winter season.

Please let us know if you need any additional information to complete this request.

Sincerely,



Lawrence C. Schmidlapp
Mayor



WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated October 8, 2019, requested Town Board authorization to enter into an Agreement with Manetto Hill Animal Hospital to provide the Department of Environmental Resources, Geese Peace Division, with dog grooming services as part of the dogs' proper overall care, *nunc pro tunc*, for the period from May 15, 2019 to December 31, 2019, in an amount not to exceed \$1,068.00; and

WHEREAS, in addition to their ordinary grooming requirements based on their breed and coat, the dogs utilized in the program are exposed daily to goose feces and bacteria; and

WHEREAS, the Office of the Comptroller and the Department of General Services have determined that this Agreement complies with Guideline 6 of the Town's Procurement Policy;

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into an agreement with Manetto Hill Animal Hospital to provide the Department of Environmental Resources, Geese Peace Division, with dog grooming services as part of the dogs' proper overall care, *nunc pro tunc*, from May 15, 2019 to December 31, 2019, in an amount not to exceed \$1,068.00,

RESOLVED, That the funds for said payment shall be drawn from Account No. DER A. 3510 44900 000 0000.

#

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

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

Reviewed By
Office of Town Attorney

32

Town of Oyster Bay

Inter-Departmental Memorandum

TO: Memorandum Docket

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

DATE: October 8, 2019

SUBJECT: Procurement of Professional Dog Grooming Services – Manetto Hill
Animal Hospital

The Department of Environmental Resources, Geese Peace Program, would like to enter into an agreement with the above mentioned company for the purpose of canine grooming. The term of said agreement will be for the period of May 15, 2019 to December 31, 2019, with a dollar amount not to exceed \$1,068.00. The fees for these services will be paid from Animal Shelter account DER A. 3510.44900 000 0000 (Other Contracts).

Pursuant to guideline six (6) of the procurement policy, it has been determined by the office of the Comptroller and Department of General Services that this service does not exceed \$10,000.00 Town wide therefore satisfying our policy.

The grooming is necessary as part of the dogs' proper overall care. They are exposed daily to bacteria and geese feces as well as their ordinary grooming requirements based on their breed and coat. It is necessary that each dog be groomed professionally every 12 weeks for these reasons.

An agreement between the Town and Manetto Hill Animal Hospital has been reviewed by the Town Attorney's Office. Attached you will find a copy of the bid proposal from the aforementioned company.


George Baptista, Jr.
Deputy Commissioner



GB:TML:ca

Attachment

cc: Office of the Town Attorney (with 9 copies)

Steven C. Ballas, Comptroller, Office of the Comptroller

DER File No. G-500 – Procurement of Professional Dog Grooming Services

MANETTO HILL
Animal
HOSPITAL

Dr. A. Neil Weiss
Veterinarian



To: The Town of Oyster Bay.

From: Manetto Hill Animal Hospital / Paw Seasons Hotel and Day Spa

To Whom it may concern:

Below you will find a price list for grooming and baths per weight for the 3 dogs requested.
Please keep in mind that taxes may apply to services.

(all services include nail trims and ear cleaning)

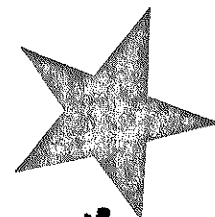
| | | | |
|--------|--------|---------------|--------------|
| Rebel | 60 lbs | Grooming \$89 | bathing \$66 |
| Sky | 35 lbs | Grooming \$66 | bathing \$45 |
| Sydney | 42 lbs | Grooming \$66 | bathing \$45 |

Nail Trims by themselves are \$22

Manetto Hill Animal Hospital

Paw Seasons Hotel and Day Spa

516-942-8387



122 Manetto Hill Road • Plainview • NY • 11803 Phone: 516 • 942 • VETS
(8387)



BUSINESS AGREEMENT

The Town of Oyster Bay has approved an agreement between **The Town and Manetto Hill Animal Hospital/Paw Seasons Hotel and Day Spa** to provide the Department of Environmental Resources, Geese Peace Division with dog grooming services. The period for this agreement shall run from May 15, 2019 to December 31, 2019 in an amount not to exceed \$1,068.00 per year.

Reviewed By
Office of Town Attorney
Paul J. Deady

This agreement includes the following as listed in the proposal:

1. Rebel 60 lbs.Grooming \$89.00
2. Sky 35 lbs.Grooming \$66.00
3. Sydney 42 lbs.Grooming \$66.00
4. All services include nail trims and ear cleaning
5. Nails Trimmed by themselves will be \$22.00

Accepted and Agreed To:

George Baptista, Jr.
Deputy Commissioner
Department of Environmental Resources

Owner
Manetto Hill Animal Hospital



Town of Oyster Bay

Inter-Departmental Memo

TO: Steven C. Ballas, Comptroller
Office of the Comptroller

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

DATE: October 1, 2019

SUBJECT: Procurement Policy – Guideline 6
Professional Dog Grooming Services – Manetto Hill Animal
Hospital

The Department of Environmental Services, Geese Pease Program, requires professional dog grooming services as part of the dogs' proper overall care based on their breed and coat. The dogs' are exposed to bacteria and geese feces on a daily basis due to the service they provide. It is necessary for each dog to be professionally groomed every twelve (12) weeks.

It is respectfully requested that a review of Guideline 6 of the Procurement Policy, which authorizes the retention of certain professional services without a formal procurement where the amount incurred is less than ten thousand dollars (\$10,000).


George Baptista, Jr.
Deputy Commissioner



GB:ca

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

DATE: OCTOBER 4, 2019

TO: GEORGE BAPTISTA, DEPUTY COMMISSIONER D.E.R.


FROM: STEVEN C. BALLAS, COMPTROLLER

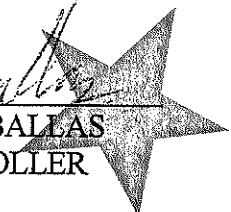
SUBJECT: PROCUREMENT POLICY – GUIDELINE 6
PROFESSIONAL DOG GROOMING SERVICES

In response to your memo dated October 01, 2019, copy enclosed, please be advised that the Office of the Comptroller and the Department of General Services have reviewed your procurement efforts, pursuant to the above mentioned subject matter.

It is our determination that, due to the specific nature of this professional service, town wide we do not expect spending to exceed the current threshold of \$10,000.00 in a calendar year, and therefore, the provisions have been met to satisfy procurement.

If we can be of further assistance, please do not hesitate to contact the undersigned.


STEVEN C. BALLAS
COMPTROLLER



Enclosure

SCB:mj

cc: Eric Tuman, Commissioner, Department of General Services
Accounts Payable Division
Reading File

WHEREAS, pursuant to public notice, proposals were duly solicited and regularly received for the delivery of youth employment and training services for out-of-school youth aged 16-24 for the period of October 22, 2019, through September 30, 2022, to the Town of Oyster Bay Department of Intergovernmental Affairs, in accordance with the Town's Procurement Policy; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated October 11, 2019, reported that four (4) firms responded to the request for proposals and it was determined that Board of Cooperative Educational Services of Nassau County obtained the highest score, has the expertise and level of experience required to carry out the anticipated scope of services, and requested that Board of Cooperative Educational Services of Nassau County be awarded a contract beginning on October 22, 2019, and ending on September 30, 2022, at a cost of \$184,014.00; and

WHEREAS, this is an eligible Workforce Innovation and Opportunity Act expense and therefore at no cost to the Town,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor and/or his designee is hereby authorized to enter into an agreement with Board of Cooperative Educational Services of Nassau County, for the delivery of youth employment and training services for out-of-school youth aged 16-24 to the Town of Oyster Bay, Department of Intergovernmental Affairs, for the term beginning October 22, 2019, through September 30, 2022, in an amount not to exceed \$184,014.00, in accordance with the provisions thereunder; 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. IGA CD 6293 48050 000 CW 19.

-#-

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

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

Reviewed By
Office of Town Attorney

6

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

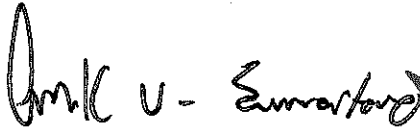
TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: OCTOBER 7, 2019

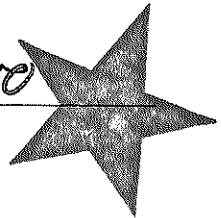
SUBJECT: YOUTH PROGRAM SERVICES UNDER THE WORKFORCE INNOVATION
AND OPPORTUNITY ACT

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of October 22, 2019. Details will follow by supplemental memorandum.



Frank V. Sammartano
Commissioner

Bj Colin Bell



cc: Town Attorney w/9 copies

86

TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: OCTOBER 11, 2019

SUBJECT: SUPPLEMENTAL MEMORANDUM TO MD 10/18/19; ITEM # 6
YOUTH PROGRAM CONTRACT UNDER THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT

The Town of Oyster Bay's Department of Intergovernmental Affairs issued a Request for Proposals for the delivery of youth employment and training services for out-of-school youth aged 16-24 funded through the Workforce Innovation and Opportunity Act (WIOA). Requested services include the provision of programs designed to assist eligible youth participants in high school dropout prevention; achievement of work readiness skills; attainment of recognized credentials; and placement in employment or post-secondary education. A total of four (4) proposals were received in response to the Request for Proposals:

1. Board of Cooperative Educational Services of Nassau County
2. United Way of Long Island
3. Delta Minerva Life Development Center, Inc.
4. Tiegerman Community Services

Proposals were reviewed and rated by a Youth Proposal Review Committee in accordance with review criteria established by Town and WIOA guidelines. The proposal from Board of Cooperative Educational Services of Nassau County achieved the highest score and is recommended for funding for the period October 22, 2019 through September 30, 2022, as listed below.

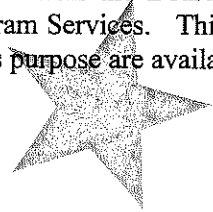
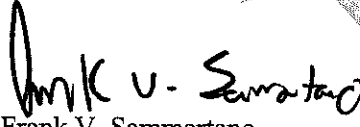
Applicant

Board of Cooperative Educational Services of Nassau County

Grant Award

\$184,014

Therefore, it is respectfully requested that the Town Board adopt a Resolution authorizing the Supervisor and/or the Supervisor's authorized designee to enter into an Agreement with the Board of Cooperative Educational Services of Nassau County for the provision of Youth Program Services. This is an eligible WIOA expense and is of no cost to the Town of Oyster Bay. Funds for this purpose are available in account IGA CD 6293 48050 000 CW 19.



Frank V. Sammartano
Commissioner
By Colin Bell

cc: Town Attorney (w/9 copies)

Reviewed By
Office of Town Attorney

WHEREAS, Donna Haines, on behalf of Trinity Lutheran Church and School, 40 West Nicholai Street, Hicksville, New York, by letters dated August 7, 2019 and October 9, 2019, requested a waiver of the 2 hour and 4 hour parking restriction areas located in Municipal Parking Field H-15, Hicksville, for the closure of a section of West Nicholai Street, Hicksville, from Route 107 (Broadway) to Jerusalem Avenue, and for the use of six (6) complete barricades, for its Trunk-or-Treat Event on Sunday, October 27, 2019, from 12:00 p.m. until 6:00 p.m.; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated October 10, 2019, advised that has no objection to Trinity Lutheran Church and School utilizing Municipal Parking Field H-15 on Sunday, October 27, 2019 from 12:00 p.m. until 6:00 p.m. for the Church's 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 Trinity Lutheran Church and School to utilize Municipal Parking Field H-15, Hicksville, on Sunday, October 27, 2019 from 12:00 p.m. until 6:00 p.m. for the Church's Trunk-or-Treat Event, to post "No Parking" signs in this lot, to close a section of West Nicholai Street, Hicksville, from Route 107 (Broadway) to Jerusalem Avenue, and the Highway Department is further authorized and directed to provide Trinity Lutheran Church and School with six (6) complete barricades for this 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; and
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.

-#-

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

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

20

TOWN OF OYSTER BAY
Inter-Departmental Memo

October 10, 2019

TO: MEMORANDUM DOCKET

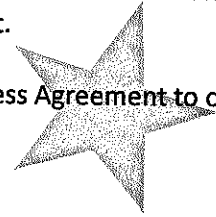
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

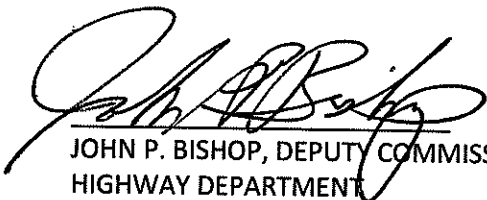
SUBJECT: TRINITY LUTHERAN CHURCH AND SCHOOL
TRUNK OR TREAT EVENT
TO BE HELD OCTOBER 27TH 2019
SUPPLIMENTAL MEMO – MD – 10/08/19 #28

Enclosed please find a copy of the letter from Donna Haines, requesting our assistance on behalf of the Trinity Lutheran Church and School in their Trunk or Treat Event on October 27th 2019.

The Highway Department has no objection to the Organization utilizing Municipal Parking Fields H-15 on Sunday, October 27th, 2019 from 12:00 pm until 6:00 pm for the event. Trinity Lutheran Church and School 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.

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




JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz

C: Town Attorney (9) copies
Richard Lenz, P.E., Commissioner DPW/HWY
Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
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 Nicolai 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

October 9, 2019

Ms. Kimberly Zervos
Event Coordinator
Sign Bureau/Public Parking, Town of Oyster Bay
150 Miller Place
Syosset, N.Y. 11791

Dear Ms. Zervos:

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 Trunk-or-Treat event. We are asking for use of the H-15 parking lot which is to the east of our school. We would also like to request six (6) barricades to block traffic from entering West Nicolai Street from Route 107 (Broadway) to Jerusalem Avenue on the following date and time:

Sunday, October 27, 2019 from 12:00pm – 6:00pm

We realize the crunch you are under with town parking in the Hicksville area and appreciate any help you can lend.

Sincerely,

Donna Haines,
Comfort Dog Ministry Top Dog

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marks of ACORD

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
54 Audrey Avenue
Oyster Bay, NY 11771

for permit to hold Trunk or Treat event 10/27/19 on church premises.

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



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 3rd day of Oct 2019, by Trinity Lutheran Church & School (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period October 27, 2019 through October 27, 2019.

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

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

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

Name of Organization:

Trinity Lutheran Church & School

Address of Organization:

40 W. Wickham Street
Hicksville, NY 11801

By:

[Signature]
(Authorized Representative)

Title: Pastor

Telephone Number: 516-931-2225

Reviewed By
Office of Town Attorney

[Signature]

DATE: 10/10/19

TO: HIGHWAY OPERATIONS

SUBJECT: Trinity Lutheran Church and School Trunk or Treat Event

PLEASE DELIVER TO:
Lot H-15

Hicksville

CONTACT: Donna Haines
516-509-8816

DATE OF EVENT: 10/27/19

SNOW FENCE:

BARRICADES: 6

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 10/25/19

PICKUP ON: 10/27/19

SWEEPING BEFORE AFFAIR IS NEEDED:

XX

YES

NO

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

JPB/kaz


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Greg Marchese, Area Foreman 012
Jeff VanNostrand

Public Safety Division
Dan Kornfeld

28

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 7, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

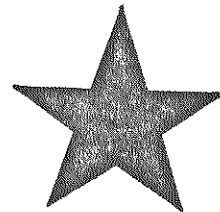
SUBJECT: TRINITY LUTHERAN CHURCH & SCHOOL
TRUNK OR TREAT EVENT

Please reserve a space on the Town Board calendar of October 22nd 2019 with respect to Trinity Lutheran Church and School Trunk or Treat event on October 27th 2019.
Supplemental memorandum to follow.


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

C: Town Attorney (9) copies





EST. 1850

CHURCH

516.931.2225

TrinityHicksville.org

TRINITY LUTHERAN CHURCH AND SCHOOL

40 West Nicolai Street, Hicksville, New York 11801

Reverend John Hopkins – Senior Pastor
Jennifer Forte – Acting Principal | Carolyn Gallegos – ECC Director



EST. 1954

SCHOOL

516.931.2211

TrinityLL.org

DEPUTY COMM/HIGHWAY.

August 7, 2019

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 Trunk-or-Treat event. We are asking for a waiver of the 2 and 4 hour parking restriction areas only located in the H-15 parking lot. We would also like to block traffic from entering West Nicolai Street from Route 107 (Broadway) to Jerusalem Avenue on the following date and time:

Sunday, October 27, 2019 from 12:00pm – 6:00pm

We realize the crunch you are under with town parking in the Hicksville area and appreciate any help you can lend.

Sincerely,

Donna Haines,
Comfort Dog Ministry Top Dog





82HICKSLE1

DLAKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2019

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

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

PRODUCER
Emery & Webb, Inc.
989 Main Street
Fishkill, NY 12524

CONTACT

NAME:

PHONE

(A/C, No, Ext): (845) 896-6727

FAX

(A/C, No): (845) 896-6877

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : GuideOne Mutual

15032

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Trinity Evangelical Lutheran Church of Hicksville
40 West Nicholal Street
Hicksville, NY 11801-3806

COVERAGES

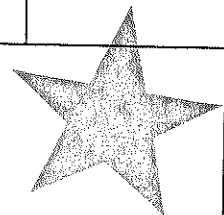
CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | 1437429 | 4/1/2019 | 4/1/2020 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea 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 \$ 3,000,000 |
| | | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| | OTHER: | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | |
| | ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> | | | | | | AGGREGATE \$ |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N | N/A | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured for named insured's use of premises for church event - Trunk or Treat 10/27/19



CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

ACORD 25 (2016/03)

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