

*John Canning*  
COMMISSIONER OF FINANCE

APPROVED

Reviewed By  
Office of Town Attorney

*Ann M. Heltz*

Meeting of March 21, 2017

RESOLUTION P-7-17

WHEREAS, The 2017 Budget, adopted November 15, 2016 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, The adoption of said 2017 Budget, on November 15, 2016, was by a Resolution of the Town Board; and

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

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

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

	Supervisor Saladino	Aye
	Councilman Muscarella	Aye
	Councilman Macagnone	Aye
Town Clerk	Councilman Coschignano	Absent
Cc: Town Board	Councilwoman Alesia	Aye
Supervisor	Councilwoman Johnson	Absent
Human Resources	Councilman Imbroto	Aye
Comptroller		
Payroll		
Town Attorney		

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated February 23, 2017, respectfully requested authorization to charge a reasonable fee for organizations that desire to use a park facility, and the proposed facility use permit fee schedule is as follows:

Resident and/or resident organizations	\$500.00
Non-Resident and/or non-resident organizations	\$1,000.00

WHEREAS, facility use permit fees may be waived for charity events, at which money is raised for a specific charitable cause, upon approval by the Commissioner of the Department of Parks, and facility use permit fees shall be waived when a facility is used in conjunction with issued athletic field permits, and events in which attendance is expected to exceed 5,000 participants, attendees, spectators or any combination thereof, shall require Town Board approval and a fee commensurate with the resources required established by a resolution for each event; and

WHEREAS, consistent with the provisions of Chapter 168-16 Public Address, Entertainment or Parades, the Commissioner of the Department of Parks shall establish the application, rules and criteria for the issuance and collection of the above noted fee,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Department of Parks is hereby authorized to collect the fees as set forth hereinabove.

-#-

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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

Reviewed By  
Office of Town Attorney

6

# Town of Oyster Bay

## Inter-Departmental Memo

To: Memorandum Docket

From: Frank A. Nocerino, Commissioner  
Department of Parks

Date: February 23, 2017

Subject: Department of Parks Facility Use Permit Fee Schedule

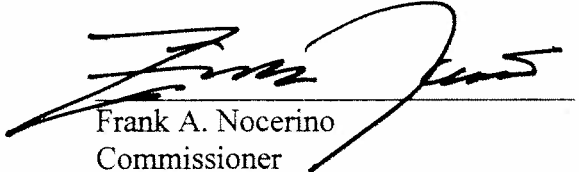
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Throughout the course of the year certain events and activities require a significant contribution of resources by the Department of Parks to prepare and clean a park facility upon completion of an event. The Department of Parks respectfully requests authorization to charge a reasonable fee for organizations that desire to use a park facility. The proposed facility use Permit fee schedule is as follows:

Resident and/or resident organizations	\$500.00
Non-Resident and/or non-resident organizations	\$1,000.00

- Facility use permit fees may be waived for charity events, in which money is raised for a specific charitable cause, upon approval by the Commissioner of the Department of Parks.
- Facility use permit fees shall be waived when a facility is used in conjunction with issued athletic field permits.
- Events in which attendance is expected to exceed 5,000 participants, attendees, spectators or any combination thereof, shall require Town Board approval and a fee commensurate with the resources required established by a resolution for each event.

Consistent with the provisions of Chapter 168-16 Public Address, Entertainment or Parades, the Commissioner of the Department of Parks shall establish the application, rules and criteria for the issuance and collection of the above noted fee. Once adopted, the above noted fees shall remain unchanged until revised or amended by the Town Board.

  
Frank A. Nocerino  
Commissioner

FAN:GB:ca  
cc: Office of the Town Attorney (with 10 copies)



WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated February 24, 2017, has requested Town Board authorization to co-sponsor the following events with the Greater Long Island Running Club (GLIRC), under the following terms and conditions:

1. All races will be sanctioned by USA Track and Field (USATF) provided by the GLIRC.
2. All courses will be certified and registered with USATF by the GLIRC.
3. USATF will provide all runners with insurance through the GLIRC in a timely manner before each race. GLIRC will provide the Town with said certificate of insurance before each event.
4. The races will be administered by the GLIRC.
5. Refreshments for the courses as well as those needed during the race will be provided by the GLIRC.
6. All fees will be collected and accounted for by the GLIRC. They are:

A) **ASPIRE 10k Race:** \$25.00, \$30.00 Day of Race

**B) Runner's Edge Tobay Triathlon & Tri-Relay:**

Individual     \$75.00 postmarked by 3/31/17,  
                     \$85.00 postmarked by 4/1/17-4/30/17  
                     \$100.00 postmarked by 5/1/17-5/31/17  
                     \$115.00 postmarked by 6/1/17-6/30/17  
                     \$130.00 postmarked by 7/1/17-7/31/17  
                     \$140 thereafter until entries close

Town of Oyster Bay residents deduct \$10.00 from these fees.

Team/Person   \$60.00 postmarked by 3/31/17  
                     \$65.00 postmarked by 4/1/17-4/30/17  
                     \$80.00 postmarked by 5/1/17-5/31/17  
                     \$90.00 postmarked until entries close

Town of Oyster Bay residents deduct \$6.00 per team member from the above fees.

**Tobay Junior Triathlon for Children:**

\$25.00 Race, \$30.00 Day of Race

MS  
Reviewed By  
Office of Town Attorney

C) **Supervisor's 5K Run**      \$25.00  
Town Resident-\$21.00  
Day of Race-\$30.00

7. Sponsors to enhance the event may be added by the GLIRC, upon the approval of the Commissioner of the Department of Parks.
8. Camera ready artwork for applications and results books will be provided by the GLIRC, printed on recycled paper by the Town of Oyster Bay, except for the Triathlon results book.
9. The Town will provide awards for the Aspire 10k Race. The Department of Parks will provide partial payment for timing services for the Triathlon – not to exceed \$6,000.00. Payment, not to exceed \$4,000.00, will be provided for the cost of printing the Runner's Edge Tobay Triathlon results book. The cost for the printing and timing services will be charged to Account No. PKS A 7110 44900 000 0000.
10. The Town will provide use of Showmobile, golf carts, portable lights, traffic cones and barricades, orange mesh fencing and portable bleachers with fees waived.
11. All personnel necessary to conduct race registration for each race must be provided by the GLIRC.
12. Numbers must be provided by the GLIRC, and logos on same must be approved by the Commissioner of the Department of Parks.
13. The awards ceremony immediately following each event must be conducted by the GLIRC. Awards, as listed, must bear the Town logo. The GLIRC will provide awards for all listed events except the Northwell Run for ASPIRE. The Town will provide awards for the Northwell Run for ASPIRE.
14. The races will be conducted as follows:

ASPIRE 10k Race	Saturday, April 1, 2017
Tobay Junior Triathlon for Children	Saturday, August 26, 2017
Runner's Edge Tobay Triathlon & Tri-Relay	Sunday, August 27, 2017
Supervisor's Annual 5K Run	Saturday, October 14, 2017

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted, and the Department of Parks is hereby authorized to co-sponsor the abovementioned events with the Greater Long Island Running Club, under the above stated conditions; and be it further

RESOLVED, That the Department of Parks is further authorized to provide partial payment for timing services for the Triathlon in an amount not to exceed \$6,000 and payment for the cost of printing the Runner's Edge Tobay Triathlon results book in an amount not to exceed \$4,000.00, and 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 the costs for the printing and the partial payment for the timing services to be drawn from Account No. PKS A 7110 44900 000 0000.

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks  
Highway

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

February 24, 2017

TO : **MEMORANDUM DOCKET**

FROM: **FRANK A. NOCERINO, COMMISSIONER OF PARKS**

SUBJECT: **2017 TOWN OF OYSTER BAY & GREATER LONG ISLAND  
RUNNING CLUB SPONSORED RACES**

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Permission to conduct the following events with the Greater Long Island Running Club (GLIRC) is requested.

The events will be conducted under the following terms and conditions:

1. All races will be sanctioned by USA Track & Field (USATF) provided by the GLIRC.
2. All courses will be certified and registered with USATF by the GLIRC.
3. USATF will provide all runners with insurance through the GLIRC in a timely manner before each race. GLIRC will provide the Town with said certificate of insurance before each event.
4. The races will be administered by the GLIRC.
5. Refreshments for the courses as well as those needed during the race will be provided by the GLIRC.
6. All fees will be collected and accounted for by the GLIRC. They are:

A) **Aspire 10K Race:** \$25.00, \$30.00 Day of Race

B) **Runner's Edge Tobay Triathlon & Tri-Relay:**

Individual    \$75.00 postmarked by 3/31/17  
                    \$85.00 postmarked by 4/1/17 - 4/30/17  
                    \$100.00 postmarked by 5/1/17 - 5/31/17  
                    \$115.00 postmarked by 6/1/17 - 6/30/17  
                    \$130.00 postmarked by 7/1/17 - 7/31/17  
                    \$140 thereafter until entries close

Town of Oyster Bay residents deduct \$10.00 from these fees.

Team/Person:    \$60.00 postmarked by 3/31/17  
                         \$65.00 postmarked by 4/1/17 - 4/30/17  
                         \$80.00 postmarked by 5/1/17 - 5/31/17  
                         \$90.00 postmarked until entries close

Town of Oyster Bay residents deduct \$6.00 per team member from the above fees

**Tobay Junior Triathlon for Children:**

\$25.00 Race \$30 Day of Race

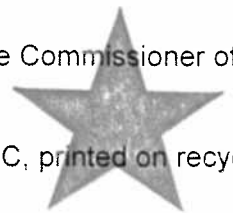
C) **Supervisor's 5K Run:** \$25.00

Town Resident - \$21.00

Day of Race - \$30.00


7. Sponsors to enhance the event may be added by the GLIRC, upon the approval of the Commissioner of the Department of Parks.

8. Camera ready artwork for applications and results books will be provided by the GLIRC, printed on recycled paper by the Town of Oyster Bay, except for the Triathlon results book.



9. The Town will provide awards for the Aspire 10K Race. The Department of Parks will provide partial payment for timing services for the Triathlon – not to exceed \$6,000.00. Payment, not to exceed \$4,000, will be provided for the cost of printing the Runner's Edge Tobay Triathlon results book. The cost for the printing and timing services will be charged to PKS A 7110 44900 000 0000 or any other appropriate accounts.
10. The Town will provide use of the Showmobile, golf carts, portable lights, traffic cones and barricades, orange mesh fencing, and portable bleachers with fees waived.
11. All personnel necessary to conduct race registration for each race must be provided by the GLIRC.
12. Numbers must be provided by the GLIRC, and logos on same must be approved by the Commissioner of the Department of Parks.
13. The awards ceremony immediately following each event must be conducted by the GLIRC. Awards, as listed, must bear the Town logo.
14. The races will be conducted as follows:
- |   |                            |
|---|----------------------------|
| Aspire 10K Race                           | Saturday, April 1, 2017    |
| Tobay Junior Triathlon for Children       | Saturday, August 26, 2017  |
| Runner's Edge Tobay Triathlon & Tri-Relay | Sunday, August 27, 2017    |
| Supervisor's Annual 5K Run                | Saturday, October 14, 2017 |

The Department of Parks recommends Town Board approval for the outlined events.

  
Frank A. Nocerino  
Commissioner of Parks

c: Town Attorney (original + 10 Copies)





Meeting of March 21, 2017

Resolution No. 129-2017

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated February 23, 2017, requested Town Board authorization to hold Adult Co-Ed Programs, to be held at the Hicksville Athletic Center, from January 1, 2017 through December 31, 2017, and further requested that the Commissioner be able to process refunds for workshops that do not materialize,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized to hold Adult Fitness Workshops, to be held at the Hicksville Athletic Center, nunc pro tunc from January 1, 2017 through December 31, 2017; and be it further

RESOLVED, That the monies collected from Adult Co-Ed Program registrations will be deposited in Account No. PKS A 0001 02001 510 0000.

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

Reviewed By  
Office of Town Attorney

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner of Parks

DATE: February 23, 2017

SUBJECT: 2017 Adult Co-Ed Programs

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The Department of Parks requests Town Board approval to hold Adult Co-Ed Programs at the Hicksville Athletic Center nunc pro tunc 1/1/2017 through 12/31/2017.

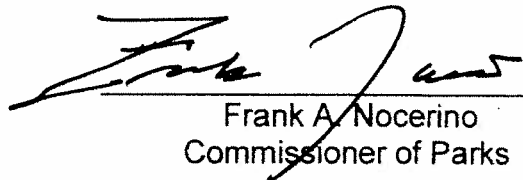
The programs are to include the following:

- Badminton
- Volleyball

These programs are to be held 4 times during the year and 12 weeks long. They are available to the Town of Oyster Bay Residents at the rate of \$75.00 and Non Residents at the rate of \$100.00.

The monies from these programs will be deposited in account PKS A 0001 02001 510 0000.

It is also requested that the Commissioner be able to process refunds for programs that do not materialize.

  
Frank A. Nocerino  
Commissioner of Parks

FAN:ad

Cc: Office of the Town Attorney (original + 10 copies)



WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated February 22, 2017, requested that the Comptroller be authorized and directed to refund the following overpayment from the September 2, 2016 payroll, in connection with the Town of Oyster Bay Flexible Spending 125 Plan, to the following employee:

<u>Enrollee Name</u>	<u>Pre-Tax (Ded. 24)</u>	<u>Post-Tax (Ded. 25)</u>	<u>Dependent Care Pre-Tax</u>	<u>Total Refund</u>
Ehrlich, Jeffrey	\$ 312.45			\$ 312.45

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Comptroller is hereby authorized and directed to refund to the employee named herein, the payroll deduction as aforesaid, in connection with the Town of Oyster Bay Flexible Spending 125 Plan, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN TA 0000 00020 400 0000.

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Human Resources

7ms  
Reviewed By  
Office of Town Attorney

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

February 22, 2017

**TO:** MEMORANDUM DOCKET

**FROM:** John Canning, Commissioner  
Department of Human Resources

**SUBJECT:** Town of Oyster Bay Flexible Spending Plan – Healthcare Refund

During the 2016 Flexible Spending Year pretax deductions to payroll were made for employee Jeffrey Ehrlich, who was enrolled in the Flexible Spending 125 Plan. Mr. Ehrlich retired on July 31, 2016. It has come to our attention that Mr. Ehrlich's annual election amount for his FSA deductions were met as of August 19, 2016. The Town of Oyster Bay deducted an extra \$312.45 in the September 2, 2016 payroll. At that point, The Preferred Group notified the Town of Oyster Bay of this overpayment and issued the Town of Oyster Bay a refund check in the amount of \$312.45 for Mr. Ehrlich. This check was deposited in the account TWN TA 0000 00020 400 0000. Mr. Ehrlich is due a refund of \$312.45 from the TWN TA 0000 00020 400 0000 account.

It is hereby requested that the Town Board authorize and direct the Office of the Town Comptroller to refund the following amount, from the TWN TA 0000 00020 400 0000 account, upon submission of a duly certified claim therefor and after audit by the Office of the Town Comptroller:

Enrollee Name:  
Jeffrey Ehrlich

Pre-tax Amt.:  
\$312.45

Thank you for your courtesy and cooperation in this matter.

  
JOHN CANNING  
Commissioner  
Department of Human Resources

CC: Town Attorney (Original w/ 10 copies)  
Comptroller



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated August 10, 2016, authorized the Highway Department to clean up the premises located at 18 Sherman Avenue, Plainview, New York 11803, also known as Section 46, Block 554, Lot 28 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, by memorandum dated February 23, 2017, 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 September 12, 2016, in the amount of \$419.75, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated February 23, 2017, 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 \$419.75 may be assessed by the Legislature of the County of Nassau against the parcel known as 18 Sherman Avenue, Plainview, New York 11803, also known as Section 46, Block 554, Lot 28 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Highway  
Planning & Development

Reviewed By  
Office of Town Attorney

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## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 23, 2017

SUBJECT: Property Cleanup Assessment  
18 Sherman Avenue, Plainview, New York 11803  
Section 46, Block 554, Lot 28

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The Department of Planning and Development, by memorandum dated August 10, 2016, directed the Highway Department to clean the premises located at 18 Sherman Avenue, Plainview, New York 11803, also known as Section 46, Block 554, Lot 28 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated September 14, 2016, advised that the property was cleaned by a crew from the Highway Department on September 12, 2016. The cost incurred by the Town of Oyster Bay was \$419.75.

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



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
cc: Town Attorney (w/10 copies)



2016-5678  
Need Ltr

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**  
**August 10, 2016**

**To:** JOHN P. BISHOP, COMMISSIONER HIGHWAY  
**From:** MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT  
**Through:** DEPUTY COMMISSIONER  
PLANNING AND DEVELOPMENT  
**Subject:** 18 Sherman Avenue Plainview, NY 11803  
SBL: 46-554-28

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Notice of Violation (No.16329) was issued to the owner of the above-referenced premises 07/25/16 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 you cut the grass, trim the bushes, and remove the litter and debris.

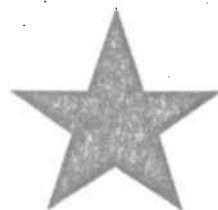
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

DEPUTY COMMISSIONER

BY:

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

ME/js  
cc: Leonard Genova, Town Attorney



ATAK 2007-645

Standard N. Y. S. T. V. Form 5002 - Deeds and Sale Deeds, with Covenant against Grantor's Assets Individual or Corporation

THIS INDENTURE, made the 27th day of August, two thousand and seven.

BETWEEN FRANK CALANDRIELLO residing at 14 Village Green Drive, Port Jefferson, New York 11766 and MARY CALANDRIELLO, his wife, residing at 18 Sherman Avenue, Plainview, New York 11803,

party of the first part, and

MARY CALANDRIELLO residing at 18 Sherman Avenue, Plainview, New York 11803,

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,

Section 46

SEE ATTACHED SCHEDULE "A"

Subject to covenants, restrictions, easements and agreements of record.

SAID PREMISES BEING known as 18 Sherman Avenue, Plainview, New York 11803

BEING AND INTENDED to be the same premises by deed dated 12/03/63, recorded 12/05/63 in Deed 7231 page 395 from JOSEPH A. FITZGERALD and JOAN P. FITZGERALD, his wife, and JOHN A. BAIER and DOROTHY BAIER, his wife.

Block 154

Line 28

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.

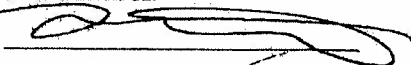
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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.

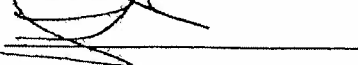
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.


IN PRESENCE OF:



  
FRANK CALANDRIELLO

IN PRESENCE OF:



  
MARY CALANDRIELLO





✓ 18 Sherman Ave  
Plainville (Lithpage)



NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 09-14-2007  
Recorded Time: 11:53:44 a

Record and Return To:  
SALTZMAN CHESTKOF & ROSENBERG LLP  
300 GARDEN CITY PLZ  
SUITE 130  
GARDEN CITY, NY 11530

Liber Book: D 12315  
Pages From: 836  
To: 839

Control  
Number: 917  
Ref #: RE 003830  
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0046	00554-00	00028	

	Taxes Total	.00
	Recording Totals	127.00
CAC001	Total Payment	127.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED  
MAURKEN O'CONNELL  
COUNTY CLERK



2007091400917



DBS

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

September 14, 2016

**TO:** DIANA S. AQUIAR, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP  
HIGHWAY DEPARTMENT

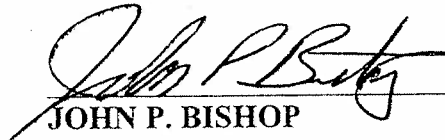
**SUBJECT:** 18 SHERMAN AVENUE, PLAINVIEW  
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$419.75.

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

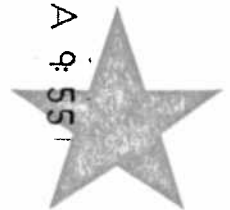
  
JOHN P. BISHOP  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

TOWN ATTORNEY OFFICE  
TOWN OF OYSTER BAY

2016 OCT 27 A 9:55



CLEAN-UP 18 SHERMAN AVENUE, PLAINVIEW TO P & D



# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-554-28) 18 SHERMAN AVE PLAINVIEW 11803

Date Sep 12, 2016

Work Order # 30250

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$33.41	00:00	0	\$33.41
OSCAR GUEVARA	General Maintenance	01:00	\$23.66	00:00	0	\$23.66
VINCENT PADAVANO	General Maintenance	01:00	\$48.12	00:00	0	\$48.12
ROBERT SANZOVERINO	General Maintenance	01:00	\$25.56	00:00	0	\$25.56

Total Labor \$130.75

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK348	SANI PACKER 2004 INTL 7400 YW (PP935 / PP-935)	\$105.00	01:00	\$105.00
TD648	PICK-UP TRUCK 2009 FORD F-250 YW (T-010 / 010)	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00

Total Equipment \$289.00

## Materials

Material	Cost Per Unit	Units	Line Cost
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Total Materials

**Grand Total \$419.75**

## Description of Work:

CLEAN UP 18 SHERMAN AVENUE PV TO DOUG

Signature: \_\_\_\_\_

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Sep 13, 2016



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 24, 2016, authorized the Highway Department to clean up the premises located at 3 Carroll Street, Hicksville, New York 11801, also known as Section 12, Block 370, Lot 41 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, by memorandum dated February 23, 2017, 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 26, 2016, in the amount of \$907.94, be referred to the County of Nassau for assessment,



NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated February 23, 2017, 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 \$907.94 may be assessed by the Legislature of the County of Nassau against the parcel known as 3 Carroll Street, Hicksville, New York 11801, also known as Section 12, Block 370, Lot 41 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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Highway  
Planning & Development

  
Reviewed By  
Office of Town Attorney  


13

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 23, 2017

SUBJECT: Property Cleanup Assessment  
3 Carroll Street, Hicksville, New York 11801  
Section 12, Block 370, Lot 41

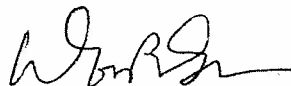
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The Department of Planning and Development, by memorandum dated May 24, 2016, directed the Highway Department to clean the premises located at 3 Carroll Street, Hicksville, New York, also known as Section 12, Block 370, Lot 41 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 23, 2016, advised that the property was cleaned by a crew from the Highway Department on May 26, 2016. The cost incurred by the Town of Oyster Bay was \$907.94.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
cc: Town Attorney (w/10 copies)



**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**  
**May 24, 2016**

2016 MAY 25 12:39 PM  
KONB

**To: KEVIN HANIFAN, COMMISSIONER HIGHWAY**

**From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT**

**Through: COMMISSIONER  
PLANNING AND DEVELOPMENT**

**Subject: 3 Carroll Street Hicksville, NY  
SBL: 12-370-41**

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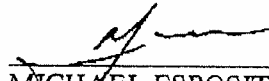
Notice of Violation (No.15644) was issued to the owner of the above-referenced premises 04/26/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris.

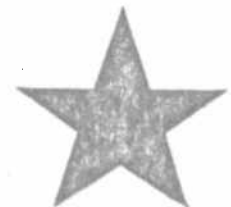
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

COMMISSIONER

BY:

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

ME/js  
cc: Leonard Genova, Town Attorney





CHMS

NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 01-26-2015  
Recorded Time: 11:03:39 a

Record and Return To:

Liber Book: L 2031  
Pages From: 232  
To: 236

Control  
Number: 617  
Ref #: 12--001525  
Doc Type: X10 LIS PENDENS

Plnt: REVERSE MORTGAGE SOLUTIONS INC  
Plnt: NATIONSTAR MORTGAGE LLC  
Dfnd: BOILY, MARY  
Dfnd: SECRETARY OF HOUSING & URBAN DEVELOPMENT

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0012	00370-00	00041	

BMP001

Taxes Total	.00
Recording Totals	195.00
Total Payment	195.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED  
MAUREEN O'CONNELL  
COUNTY CLERK



2015012600617



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

Reverse Mortgage Solutions Inc. for the Benefit of Nationstar  
Mortgage LLC d/b/a Champion Mortgage Company

Index No.: 1525/2012  
Filed:

Plaintiff,

**NOTICE OF PENDENCY  
OF ACTION**

-against-

Mary Boily, Secretary of Housing and Urban Development and  
"JOHN DOE #1" through "JOHN DOE #10", the last ten names  
being fictitious and unknown to the plaintiff, the person or parties  
intended being the persons or parties, if any, having or claiming an  
interest in or lien upon the Mortgage premises described in the  
Complaint.

Defendants.

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in this Court upon a Complaint of the above named Plaintiff against the above named Defendants for the foreclosure of a Reverse Mortgage, dated June 13, 2008, executed by Mary Boily, as mortgagor, to World Alliance Financial Corp., as mortgagee, to secure payment of an amount up to the principal sum of \$525,000.00, and recorded in the Office of the Clerk of the County of Nassau on June 25, 2008 at Liber 33084 at Page 29. The mortgage was assigned to Mortgage Electronic Registration Systems, Inc. as nominee for Bank of America, National Association by an assignment dated May 20, 2010 and recorded on June 11, 2010, in Liber 34903 at Page 423. Thereafter, the mortgage was assigned to Reverse Mortgage Solutions Inc. for the Benefit of Bank of America, N.A. by an assignment which was recorded on December 29, 2011 in Book 36720 at Page 107. Thereafter, the mortgage was assigned to Reverse Mortgage Solutions Inc. for the Benefit of Nationstar Mortgage LLC d/b/a Champion Mortgage Company which was recorded on December 18, 2012 in Book 38076 at Page 514. Thereafter, the mortgage was assigned to Reverse Mortgage Solutions Inc. for the Benefit of Bank of America, N.A. which was recorded on December 18, 2012 in Book 38076 at Page 517. Thereafter, the mortgage was assigned to Bank of America, N.A. by an assignment executed May 5, 2014 and recorded on May 15, 2014 in Book 39691 at Page 32.

NOTICE IS FURTHER GIVEN, that the mortgaged premises affected by said foreclosure action, at the time of the commencement of said action and at the time of the filing of this notice, was situated at 3 Carrol Street, Hicksville, NY 11801, County of Nassau, State of New York at Section 12, Block 370, Lot 41.





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

June 23, 2016

**TO:** DIANA S. AQUIAR, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** HIGHWAY DEPARTMENT

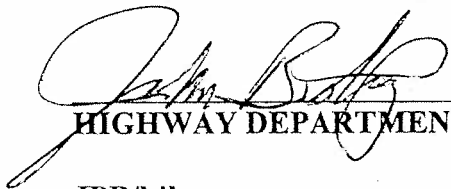
**SUBJECT:** 3 CARROLL STREET, HICKSVILLE  
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$907.94.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

  
\_\_\_\_\_  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN-UP 3 CARROLL STREET TO P & D





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-370-41) 3 CARROLL ST HICKSVILLE 11801

Date May 26, 2016

Work Order # 27400

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL SOLOMON	General Maintenance	01:00	\$23.66	00:00	0	\$23.66
JEFFREY CARTER	General Maintenance	01:00	\$39.46	00:00	0	\$39.46
BRYAN HIGGINS	General Maintenance	01:00	\$35.83	00:00	0	\$35.83
THOMAS KRAEMER	General Maintenance	01:00	\$47.94	00:00	0	\$47.94
MICHAEL MAIORANA	General Maintenance	01:00	\$43.02	00:00	0	\$43.02
VICTOR NIETO	General Maintenance	01:00	\$25.01	00:00	0	\$25.01
KERRY CRIMMINS	General Maintenance	01:00	\$43.02	00:00	0	\$43.02
Total Labor						\$257.94

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
SW163	SWEEPER 2007 SWARZ M6000 YW (S-123)	\$115.00	01:00	\$115.00
SW186	SWEEPER 2013 ISUZU NRR YELLO (S-101)	\$115.00	01:00	\$115.00
TD654	PICK-UP TRUCK 2009 FORD F-250 YW (14 / 014)	\$79.00	01:00	\$79.00
TD670	TRUCK DUMP 2009 FORD F-350 YW (T-235) - Power Wagons	\$105.00	01:00	\$105.00
TD704	TRUCK DUMP 2011 FORD F350 YELLO (T145 / T-145) - Power Wagons	\$105.00	01:00	\$105.00
TD711	TRUCK DUMP 2012 INTER 7300 YW (T-231)- 6 Wheeler	\$131.00	01:00	\$131.00
Total Equipment				\$650.00

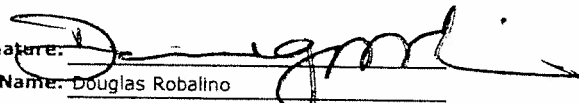
## Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

**Grand Total \$907.94**

## Description of Work:

CLEAN UP 3 CARROLL STREET HV TO DOUG

Signature:   
Name: Douglas Robalino  
Title: Storeyard Supervisor  
Date: Jun 14, 2016



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 20, 2016, authorized the Highway Department to clean up the premises located at 7 Pickwick Drive South, Hicksville, New York 11801, also known as Section 12, Block 174, Lot 416 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, by memorandum dated February 23, 2017, 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 26, 2016, in the amount of \$453.98, be referred to the County of Nassau for assessment,

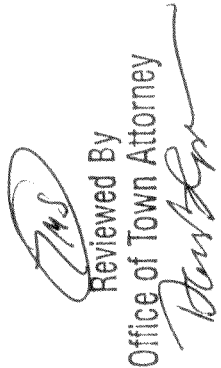
NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated February 23, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$453.98 may be assessed by the Legislature of the County of Nassau against the parcel known as 7 Pickwick Drive South, Hicksville, New York 11801, also known as Section 12, Block 174, Lot 416 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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Highway  
Planning & Development

Reviewed By  
Office of Town Attorney  


14

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 23, 2017

SUBJECT: Property Cleanup Assessment  
7 Pickwick Drive South, Hicksville, New York 11801  
Section 12, Block 174, Lot 416

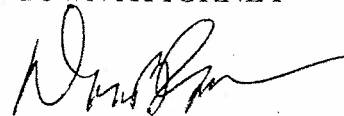
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The Department of Planning and Development, by memorandum dated May 20, 2016, directed the Highway Department to clean the premises located at 7 Pickwick Drive South, Hicksville, New York 11801, also known as Section 12, Block 174, Lot 416 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 23, 2016, advised that the property was cleaned by a crew from the Highway Department on May 26, 2016. The cost incurred by the Town of Oyster Bay was \$453.98.

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



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
cc: Town Attorney (w/10 copies)



2016-5657  
Need it

## TOWN OF OYSTER BAY

### Inter-Departmental Memo May 20, 2016

**To:** KEVIN HANIFAN, COMMISSIONER HIGHWAY  
**From:** MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT  
**Through:** DEPUTY COMMISSIONER  
PLANNING AND DEVELOPMENT  
**Subject:** 7 Pickwick Dr. S Hicksville, NY 11801  
SBL: 12-174-416

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Notice of Violation (No.15908) was issued to the owner of the above-referenced premises 05/10/16 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 you cut the grass, trim the bushes, and remove the litter and debris.

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

DEPUTY COMMISSIONER

BY:

  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



SI  
240

3506-00259

0-1  
4

SECTION: 12  
BLOCK: 174  
LOT: 416

BARGAIN AND SALE DEED

THIS INDENTURE, made as of ~~September 31~~ <sup>August 31</sup>, 2006 between Robert Adamec and Linda Adamec, having an address at 7 Pickwick Drive South, Hicksville, NY ("Grantor"), and Bina Mustafa, having an address at 3450 Wayne Avenue, Apt. 21J, Bronx, NY ("Grantee").

WITNESSETH, THAT Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release unto Grantee and the heirs, executors, administrators, legal representatives, successors and assigns of Grantee forever.

See Schedule A attached hereto and made a part hereof.

ALL that certain plot, piece of parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of NASSAU and the State of New York, being more particularly Described in Schedule A attached hereto and made a part hereof,

TOGETHER with all right, title and interest, if any, of Grantor 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 Grantor in and to said premises,

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

Grantor is the owner of said premises. Said premises is not located in an agricultural district. Grantor covenants that Grantor has not done or suffered anything whereby said premises have been encumbered in any way whatever, except as set forth herein. Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor 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 before using any part of the total of the same for any other purpose.

Being and intended to be the same premises conveyed to the Grantor by deed dated 10/20/72 and recorded 10/24/77 in Liber 8457 cp 234.

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

Robert Adamec  
Robert Adamec

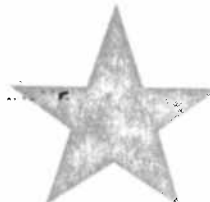
Linda Adamec  
Linda Adamec

STATE OF NEW YORK) UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT  
) ss.:  
COUNTY OF SUFFOLK)

On the 31<sup>st</sup> day of August, 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Adamec and Linda Adamec, 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 person upon behalf of which the individual(s), acted, executed the instrument.

Signature and Office of Individual taking acknowledgment

MICHAEL R. GOETZ  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 4944210 QUAL. SUFFOLK COUNTY  
COMMISSION EXPIRES NOVEMBER 14, 2006



NOTICE IS FURTHER GIVEN, that the mortgaged premises described in the mortgage(s) affected by the foreclosure action were, at the time of the commencement of this action and at the time of the filing of this Notice, situated in the County of NASSAU, State of New York, and are described in "Schedule A - Legal Description" attached hereto and made a part hereof.

The Clerk of the County of NASSAU, is directed to index this Notice against the names of the defendant(s).

Dated: June 19, 2014

Christie Montero  
Christie Montero, Esq.  
FEIN, SUCH & CRANE, LLP  
Attorneys for Plaintiff  
1400 OLD COUNTRY ROAD STE 103  
WESTBURY, NY 11590  
Telephone: 516/394-6921  
GRMN069

Property Address: 7 PICKWICK DRIVE SOUTH, HICKSVILLE, NY 11801

SECTION: 12  
BLOCK: 174  
LOT: 416



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

THE BANK OF NEW YORK MELLON F/K/A THE  
BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS CWABS, INC., ASSET-  
BACKED CERTIFICATES, SERIES 2006-19,

Plaintiff,

-vs-

BINA MUSTAFA; MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., AS NOMINEE FOR  
COUNTRYWIDE HOME LOANS, INC.; JPMORGAN  
CHASE BANK, N.A.; "JOHN DOE # 1-5" and "JANE DOE  
#1-5" said names being fictitious, it being the intention of  
Plaintiff to designate any and all occupants, tenants, persons  
or corporations, if any, having or claiming an interest in or  
lien upon the premises being foreclosed herein,

Defendants.

NOTICE OF PENDENCY  
OF ACTION

Index No. 14-007830

NOTICE IS HEREBY GIVEN, that an action was commenced upon the Complaint of the  
above plaintiff against the above named defendant(s) and is now pending in the Supreme Court  
of the State of New York, NASSAU County, for the foreclosure of a Purchase Money Mortgage  
executed by BINA MUSTAFA to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., to secure the sum of  
\$424,000.00, which was recorded in the NASSAU County Clerk's Office on September 8, 2006,  
in Liber 30957 of Mortgages, at Page 643, et seq. Said Mortgage was assigned by MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE  
HOME LOANS, INC. to THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF  
NEW YORK, AS TRUSTEE FOR CERTIFICATE HOLDERS CWABS, INC.,  
ASSET-BACKED CERTIFICATES, SERIES 2006-19, by Assignment dated March 18, 2010,  
and recorded on April 7, 2010, in the Office of the County Clerk in Liber 34739 of Mortgages at  
page 764, et seq.





7 Pickwick Drive



NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 09-08-2006  
Recorded Time: 11:27:20 a

Record and Return To:  
SANDRA BUSELL  
BUSELL & STIER PLLC  
98 CUTTER MILL ROAD  
STE 395N  
GREAT NECK, NY 11021

Liber Book: D 12169  
Pages From: 554  
To: 557

Control  
Number: 872  
Ref #: RR 003590  
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0012	00174-00	00416	
Consideration Amount:	530,000.00			

TMS001

Taxes Total	2,120.00
Recording Totals	127.00
Total Payment	2,247.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED  
MAUREEN O'CONNELL  
COUNTY CLERK



2006090800872



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

June 23, 2016

**TO:** DIANA S. AQUILAR, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** HIGHWAY DEPARTMENT

**SUBJECT:** 7 PICKWICK DRIVE S. 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 \$453.98.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN-UP 7 PICKWICK DRIVE S., HICKSVILLE TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (12-174-416) 7 PICKWICK DR S HICKSVILLE 11801

Date May 26, 2016

Work Order # 27337

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL SOLOMON	General Maintenance	00:30	\$23.66	00:00	0	\$11.83
JEFFREY CARTER	General Maintenance	00:30	\$39.46	00:00	0	\$19.73
BRYAN HIGGINS	General Maintenance	00:30	\$35.83	00:00	0	\$17.92
THOMAS KRAEMER	General Maintenance	00:30	\$47.94	00:00	0	\$23.97
MICHAEL MAIORANA	General Maintenance	00:30	\$43.02	00:00	0	\$21.51
VICTOR NIETO	General Maintenance	00:30	\$25.01	00:00	0	\$12.51
KERRY CRIMMINS	General Maintenance	00:30	\$43.02	00:00	0	\$21.51
Total Labor						\$128.98

Tools/Vehicle

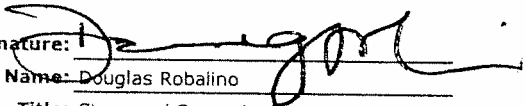
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
SW163	SWEEPER 2007 SWARZ M6000 YW (S-123)	\$115.00	00:30	\$57.50
SW186	SWEEPER 2013 ISUZU NRR YELLO (S-101)	\$115.00	00:30	\$57.50
TD654	PICK-UP TRUCK 2009 FORD F-250 YW (14 / 014)	\$79.00	00:30	\$39.50
TD670	TRUCK DUMP 2009 FORD F-350 YW (T-235) - Power Wagons	\$105.00	00:30	\$52.50
TD704	TRUCK DUMP 2011 FORD F350 YELLO (T145 / T-145) - Power Wagons	\$105.00	00:30	\$52.50
TD711	TRUCK DUMP 2012 INTER 7300 YW (T-231)- 6 Wheeler	\$131.00	00:30	\$65.50
Total Equipment				\$325.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$453.98

Description of Work:  
CLEAN UP 7 PICKWICK DR. S. HV TO DOUG

Signature:   
Name: Douglas Robalino  
Title: Storeyard Supervisor  
Date: Jun 14, 2016



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 17, 2016, authorized the Highway Department to clean up the premises located at 63 Vanderwater 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 Donna B. Swanson, Deputy Town Attorney, by memorandum dated February 23, 2017, 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 31, 2016, in the amount of \$864.79, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated February 23, 2017, 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 \$864.79 may be assessed by the Legislature of the County of Nassau against the parcel known as 63 Vanderwater 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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Highway  
Planning & Development

Reviewed By  
Office of Town Attorney  
*[Signature]*

15

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 23, 2017

SUBJECT: Property Cleanup Assessment  
63 Vanderwater Street, Farmingdale, New York 11735  
Section 48, Block 503, Lot 114

---

The Department of Planning and Development, by memorandum dated May 17, 2016, directed the Highway Department to clean the premises located at 63 Vanderwater 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 property card). The Highway Department has, by memorandum dated June 21, 2016, advised that the property was cleaned by a crew from the Highway Department on May 31, 2016. The cost incurred by the Town of Oyster Bay was \$864.79.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
cc: Town Attorney (w/10 copies)



2016-5598  
Need ltr

## TOWN OF OYSTER BAY

### Inter-Departmental Memo May 17, 2016

**To:** KEVIN HANIFAN, COMMISSIONER HIGHWAY  
**From:** MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT  
**Through:** DEPUTY COMMISSIONER  
PLANNING AND DEVELOPMENT  
**Subject:** <sup>Vanderwater</sup> 63 ~~Vanderwater~~ Street Farmingdale, NY 11735  
SBL: 48-503-114

---

Notice of Violation (No.15791) was issued to the owner of the above-referenced premises 05/05/16 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 you cut the grass, trim the bushes, and remove the litter and debris. Please fill in the sinkhole that is caving in.

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.

DEPUTY COMMISSIONER

BY:

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



46574  
affiliated

SECTION NUMBER

BLOCK NUMBER

TO

FROM

48 503 48 503 114

GRANTOR OR MORTGAGOR

GRANTEE OR MORTGAGEE

INSTRUMENT

DATED

RECORDED

LIBER

PAGE

REMARKS

Sid Fisher Homes Inc.	Queens County Savings Bank	Cons.	7/11/58	7/17/58	6306	70	
-do-	Queens County Savings Bank	M	do	7/17/58	do	132	
-do-	Michael Demashak Jr. Bertha	sd	8/20/58	8/26/58	6418	583	
Michael Demashak Jr. Bertha	Donald E. Temple Lucy C.	sd	7/27/79	7/31/79	9205	605	63 Vandewater St.
Donald E. Temple Lucy C.	Bachery Savings	M	do	do	10083	122	
DONALD E. TEMPLE LUCY C.	DONALD E. TEMPLE	D	7/13/89	9/20/89	10015	670	
Bachery Savings Bank	Hone Savings of America	sd	12/30/88	12/14/89	13307	542	Rest. 10083 mp 122

FORM CC883 6-72 BON

UNIT PROPERTY CARD

SECTION AND BLOCK DEPARTMENT

COUNTY OF NASSAU, OFFICE OF COUNTY CLERK

OVER

63 Vandewater St From



23

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

June 21, 2016

**TO:** DIANA S. AQUIAR, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

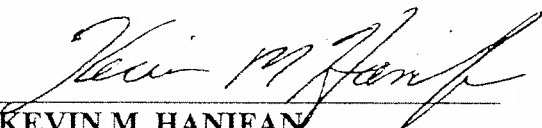
**SUBJECT:** 63 VANDERWATER STREET, FARMINGDALE  
CLEAN-UP

---

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 \$864.79.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

  
\_\_\_\_\_  
KEVIN M. HANIFAN  
COMMISSIONER  
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

TOWN ATTORNEY OFFICE  
TOWN OF OYSTER BAY

1 2016 AUG - 2 A 9:46



CLEAN-UP 63 VANDERWATER STREET, FARMINGDALE TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (48-503-114) 63 VANDERWATER ST FARMINGDALE 11735

Date May 31, 2016

Work Order # 27172

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	01:30	\$29.41	00:00	0	\$44.12
ANDREW HOUGHTON	General Maintenance	01:30	\$28.21	00:00	0	\$42.32
MARTIN LANG	General Maintenance	01:30	\$49.38	00:00	0	\$74.07
CHRISTOPHER MADDEN	General Maintenance	01:30	\$24.76	00:00	0	\$37.14
CHRISTOPHER MOORE	General Maintenance	01:30	\$24.76	00:00	0	\$37.14
Total Labor						\$234.79

Tools/Vehicle

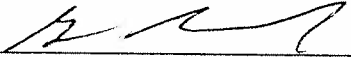
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	01:30	\$118.50
TD572	TRUCK DUMP 2005 INTL 7300 YW (T-242)- 6 Wheeler	\$131.00	01:30	\$196.50
TD635	TRUCK DUMP 2008 FORD F350 YW (T275 / T-275) - Power Wagons	\$105.00	01:30	\$157.50
TR099	TRAILER 1993 CUSTM 6X10 YW (M-99 / M99)	\$105.00	01:30	\$157.50
Total Equipment				\$630.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$864.79

Description of Work:  
CLEAN UP 63 VANDERWATER STREET FM TO DOUG AS PER NOTES

Signature:   
Name: Giacomo Grandine  
Title: Highway Construction Supervisor  
Date: Jun 7, 2016



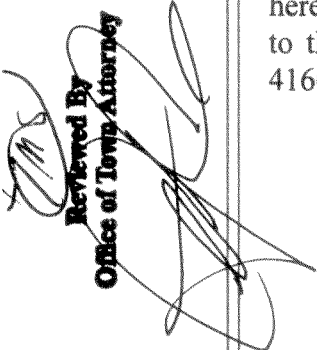
WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated February 23, 2017, has advised that the following individuals have offered donations to the Town of Oyster Bay's Animal Shelter:

William A. Barrett and Margaret V. Barrett - total donation of \$100.00  
Betsy Shein - total donation of \$100.00  
Oceanside Care Center Inc. - total donation of \$150.00

WHEREAS, Commissioner Bergin, by said memorandum, recommended that the Town accept said donations,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the abovementioned donations to the Town's Animal Shelter, and that the funds be deposited in account No. DER A 3510 41600 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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Environmental Resources

17

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

February 23, 2017

**TO:** The Memorandum Docket

**FROM:** Neil O. Bergin, Commissioner of Environmental Resources

**SUBJECT:** **ACCEPTANCE OF GIFTS TO THE ANIMAL SHELTER:**  
**Donations to the Animal Shelter**

---

The Department of Environmental Resources requests the Town Board approval to accept the following donations presented to the Animal Shelter:

\$100.00 donated by William A. Barrett and Margaret V. Barrett

\$100.00 donated by Betsy Shein

\$150.00 donated by Oceanside Care Center Inc.

These gifts would benefit the Town by adding to the funds needed to purchase equipment and supplies for the shelter.

We respectfully request that the Town approve these donations, and that they be deposited in account DER A 3510 41600 000 0000.

*Neil O. Bergin by Daniel M. Pearl*  
NEIL O. BERGIN  
Commissioner of Environmental Resources

NOB/bp  
Attachment  
Copy: Town Attorney - w/ 10 copies  
Daniel M. Pearl, Deputy Commissioner of Environmental Resources  
Christine Wiss, Deputy Comptroller  
Joseph Pinto, Councilman  
DER File no. G500



WILLIAM A. BARRETT  
MARGARET V. BARRETT  
154 PROSPECT ST.  
FARMINGDALE, NY 11735-3409

1-2  
210

181

DATE

1/31/16

PAY TO THE  
ORDER OF

TOBAY Animal Shelter

\$100.00

One hundred and 00/100

DOLLARS



Security Features  
Included  
Details on Back

CHASE

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

William A. Barrett

MEMO

0181

BETSY SHEIN  
PH. 516-318-2599

1-7100-2260

ETShein PLUS Check Print  
Protection & E-Registration

1726

Date Jan 31, 2017

Pay TOBAY Animal Shelter

\$100.00

One Hundred and 00/100



Security Features  
Included  
Details on Back

THE NYCB FAMILY OF BANKS

NEW YORK COMMUNITY BANK - MEMBER FDIC  
NEW YORK COMMERCIAL BANK - AND ITS DIVISIONS

Shayna Doria

Betsy Shein

1726

IN FULL BLOOM BY KATHY DAVIS

© 2007 Kathy Davis Designs, Inc. All rights reserved



2914 LINCOLN AVENUE OCEANSIDE, NY 115722141

Copyright Reliable Health Systems Inc.

CHECK DATE	CHECK NO.	VENDOR	CUST. ID#	TOTAL GROSS	TOTAL DISCOUNT	CHECK AMOUNT
2/16/17	46558	31520 OYSTERBAY ANIMAL S	HE	150.00		150.00

1-1335-260

**Metropololitan Commercial Bank**  
99 Park Avenue New York, NY 10016

PAY TO THE ORDER OF

COYSTERBAY ANIMAL SHE

**AUTHORIZED SIGNATURES**

51150



WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated March 2, 2017, requested Town Board authorization to employ a performer to provide entertainment for GAP Program participants at a total cost of \$300.00, as follows:

Timothy Aldridge  
38 Constable Lane  
Levittown, New York 11756  
Performance Date: May 16, 2017  
Location: William P. Bennett Hicksville Community Center  
Fee: \$300.00

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 employ the aforementioned performer, on the date, location and fee as abovementioned, at a total cost of \$300.00 through the Department's Friends of the Community Services Department, Inc. account, for the purposes of providing entertainment to GAP Program participants; and be it further

RESOLVED, That the Commissioner of the Department of Community and Youth Services, or her designee is hereby authorized and directed to make payment for same, with the funds for said payment to be drawn from the Friends of the Community Services Department, Inc. account.

-#-

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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Community & Youth Services

Reviewed By  
Office of Town Attorney

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

March 2, 2017

TO: Memorandum Docket


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

SUBJECT: Services for GAP

---

The Department of Community & Youth Services requests Town Board authorization to employ the services of Timothy Aldridge to provide entertainment for the Group Activities Program (GAP). Timothy Aldridge, of 38 Constable Lane, Levittown, NY 11756 will provide entertainment on May 16, 2017 at William P. Bennett Hicksville Community Center. The cost of this service is \$300.00 and will be paid by Friends of the Community Services Dept., Inc.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into 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  
Attachment  
cc: Town Attorney (+10 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 Timothy Aldridge, located at 38 Constable Lane, Levittown, New York 11756 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Timothy Aldridge  
Date: May 16, 2017  
Location: William P. Bennett Hicksville Community Center  
Amount: \$300.00

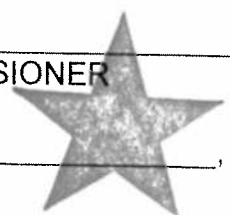
In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of Three hundred dollars. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be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

TIMOTHY ALDRIDGE

\_\_\_\_\_  
CONTRACTOR  
\_\_\_\_\_  
DATE: \_\_\_\_\_, 2017

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER  
DATE: \_\_\_\_\_, 2017





WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated March 2, 2017, requested Town Board authorization to employ the services of Thomas F. Ciavarella, 55 Arizona Avenue, Syosset, NY 11791, owner of TJ's Doghouse, to provide hotdogs, hamburgers, chips and soda from his food truck to participants during the Group Activities Program (GAP) barbeque, which will be held on Saturday, May 13, 2017, at Marjorie Post Community Park, and advised that the cost of this food truck will be determined by the number of enrollees, which cost will be paid from the Friends of Community Services Dept., Inc.,

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 employ the services of Thomas F. Ciavarella, 55 Arizona Avenue, Syosset, NY 11791, owner of TJ's Doghouse, to provide hotdogs, hamburgers, chips and soda from his food truck to participants during the Group Activities Program (GAP) barbeque, on Saturday, May 13, 2017, at Marjorie R. Post Community Park, at a cost to be determined by the number of enrollees, which cost shall be paid from the Friends of Community Services Dept., Inc..

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Community & Youth Services

Reviewed By  
Office of Town Attorney

6

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

March 2, 2017

TO: Memorandum Docket


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

SUBJECT: Services for GAP

---

The Department of Community & Youth Services requests Town Board authorization to employ the services of Thomas Ciavarelli to provide food for the Group Activities Program (GAP) barbecue. Thomas Ciavarelli, of 55 Arizona Avenue, Syosset, NY 11791, is the owner of *TJS Doghouse*. Thomas will provide hotdogs, hamburgers, chips and soda from his food truck to the participants during the barbecue, which will be held on May 13, 2017 at Marjorie R. Post Community Park. The cost will be determined by the number of enrollees and will be paid by Friends of Community Services Dept., Inc.

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  
Attachment  
cc: Town Attorney (+10 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 Thomas Ciavarelli, located at 55 Arizona Avenue, Syosset, New York 11791 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Services by: TJS Doghouse  
Date: May 13, 2017  
Location: Marjorie R. Post Community Park  
Amount: To be determined

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

THOMAS CIAVARELLI

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE: \_\_\_\_\_, 2017

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

DATE: \_\_\_\_\_, 2017

Meeting of March 21, 2017

Resolution No. 139-2017

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated March 2, 2017, requested Town Board authorization to employ a performer to provide entertainment for GAP Program participants at a total cost of \$350.00, as follows:

Jim Maurer, Owner of *Jester Jim, Inc.*  
56 Candido Avenue  
Shirley, New York 11967  
Performance Date: May 13, 2017  
Location: Marjorie R. Post Community Park  
Fee: \$350.00

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 employ the aforementioned performer, on the date and location and for the fee as abovementioned, at a total cost of \$350.00, for the purposes of providing entertainment to GAP Program participants; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from the Friends of the Community Services Dept., Inc.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Community & Youth Services

Reviewed By  
Office of Town Attorney

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

March 2, 2017

TO: Memorandum Docket

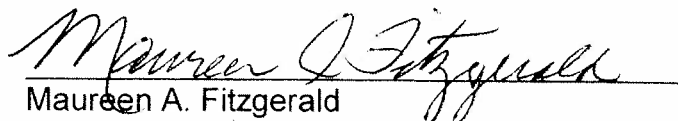
FROM: Maureen A. Fitzgerald, Commissioner  
Department of Community and Youth Services

SUBJECT: Services for GAP

---

The Department of Community & Youth Services requests Town Board authorization to employ the services of Jim Maurer to provide entertainment for the Group Activities Program (GAP). Jim Maurer, of 56 Candido Avenue, Shirley, N.Y. 11967, is the owner of *Jester Jim Inc.* Entertainment will be provided on May 13, 2017 at Marjorie R. Post Community Park. The cost of this service is \$350.00 and will be paid by Friends of the Community Services Dept., Inc.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into 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  
Attachment  
cc: Town Attorney (+10 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 Jim Maurer, located at 56 Candido Avenue, Shirley, New York 11967 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Jester Jim Inc.  
Date: May 13, 2017  
Location: Marjorie R. Post Community Center  
Amount: \$350.00

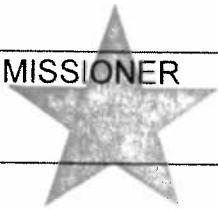
In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of Three hundred fifty dollars. If CONTRACTOR fails to appear, or is incapacitated from rendering services through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be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

JIM MAURER

\_\_\_\_\_→  
CONTRACTOR  
\_\_\_\_\_→ DATE: \_\_\_\_\_, 2017

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER  
DATE: \_\_\_\_\_, 2017



WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated March 2, 2017, requested Town Board authorization to employ performers and a caterer to provide entertainment and food for GAP Program participants at a total cost of \$900.00, at the requested locations and dates, as follows:

The Magic of Amore  
PO Box 644  
Stony Brook, New York 11790  
Performance Date: Friday, April 21, 2017  
Location: Syosset-Woodbury Community Center  
Fee: \$350.00

Jester Jim, Inc.  
56 Candido Avenue  
Shirley, New York 11967  
Performance Date: Friday, April 21, 2017  
Location: Marjorie R. Post Community Park  
Fee: \$350.00

The Pretzel Stop, Inc.  
106 South Long Beach Road  
Rockville Centre, New York 11570  
Performance Date: Friday, May 12, 2017  
Location: Plainview JFK High School  
Performance Date: Saturday, May 13, 2017  
Location: Marjorie R. Post Community Park  
Fee: \$100.00 per date

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 employ the aforementioned performers and caterers, on the dates, locations and for fees as abovementioned, at a total cost of \$900.00, for the purposes of providing entertainment and food to GAP Program participants; and be it further

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

-#-

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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Community & Youth Services

7/1/17  
Reviewed By  
Office of Town Attorney

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

March 2, 2017

TO: Memorandum Docket

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


SUBJECT: Services for GAP

---

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

The total cost of these services is \$900.00. Funds are available in Account CYS A 7020 47660 000 0000, *Special Events*. In accordance with Guideline 5, Section b, of the Town Procurement Policy, these services are exempt from the solicitation, written proposal or requirements of the policy.

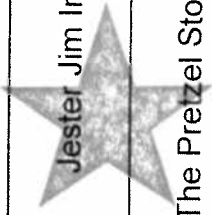
Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement as negotiated and attached and further authorize the Supervisor and/or his designee to execute said agreement.

  
Maureen A. Fitzgerald  
Commissioner

MAF:jd  
Attachments  
cc: Town Attorney (+10 copies)





<b>Name / Check Made Payable To</b>	<b>Address</b>	<b>Performance Date</b>	<b>Performance Location</b>	<b>Fee</b>
The Magic of Amore	PO Box 644 Stony Brook, NY 11790	Friday, 4/21/17	Syosset-Woodbury Community Center	\$350.00
 Jester Jim Inc.	56 Candido Avenue Shirley, N.Y. 11967	Friday, 4/21/17	Marjorie R. Post Community Center	\$350.00
The Pretzel Stop, Inc	106 S. Long Beach Road Rockville Centre, NY 11570	Friday, 5/12/17 Saturday, 5/13/17	Plainview JFK High School Marjorie R. Post Community Center	\$100.00 \$100.00

**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 The Magic of Amore, c/o James Lazzarini located at P.O. Box 644, Stony Brook, New York 11790 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Services by:           The Magic of Amore  
Date:                   April 21, 2017  
Location:             Syosset-Woodbury Community Center  
Amount:               \$350.00

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

THE MAGIC OF AMORE

\_\_\_\_\_→  
CONTRACTOR

\_\_\_\_\_→ DATE: \_\_\_\_\_, 2017

TOWN OF OYSTER BAY

\_\_\_\_\_→  
COMMISSIONER

DATE: \_\_\_\_\_, 2017

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated March 2, 2017, requested that the Town Board authorize the Town Wide Senior Trips for May and June 2017, listed below, and further authorize the Commissioner of Community and Youth Services to make adjustments, deletions or changes, as needed, provided that in the event of change, participants are permitted to receive a full refund if the change is not to his or her preference:

<u>Date</u>	<u>Place</u>	<u>Cost Includes</u>
Wednesday, May 24, 2017	Ward Melville Hertiage, Organization, Musical Theatre Tribute Performances at Stony Brook Village Center The Debbie Reynolds Story \$25.00 per ticket	Transportation by Town or Coach Bus General Admission Ticket
Wednesday, June 14, 2017	Bateaux New York Spirit Cruise \$55.00 per person	Transportation by Coach Bus Cruise around Manhattan Lunch
Monday, June 26, 2017	Life's A Beach at Coney Island \$55.00 per person	Transportation by Coach Bus Lunch at Gargiulo's Leisure time on Coney Island Boardwalk

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the abovementioned Town Wide Senior Trips for May and June 2017 are hereby authorized, and are to be conducted pursuant to the Department of Community and Youth Service's procedures for self-sustaining accounts; and be it further

RESOLVED, That the Commissioner of the Department of Community and Youth Services, or her designee is authorized to make any adjustments, deletions, or changes, as needed, to the above schedule, provided that in the event of any change, each participant is permitted to receive a full refund if the change is not to his or her preference.

-#-

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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Community & Youth Services

Reviewed By  
Office of Town Attorney

9

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

March 2, 2017

TO: Memorandum Docket

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

SUBJECT: Senior Trips for May and June 2017

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The Department of Community & Youth Services is requesting Town Board authorization to provide Senior Trips for May and June 2017 (see attachment).

The Department also requests authorization for the Commissioner of Community and Youth Services to make adjustments, deletions or changes, as needed, provided that in the event of change, participants are permitted to receive a full refund if the change is not to his or her preference.

The Town Wide Senior Trips are to be conducted pursuant to the Department of Community and Youth Service's procedures for self-sustaining accounts.

  
Maureen A. Fitzgerald  
Commissioner

MAF:dw  
Attachment  
cc: Town Attorney (+10 copies)



**2017**  
**TOWN WIDE SENIOR TRIPS**

**May & June**

Date	Place & Cost	Includes
Wednesday, May 24	Ward Melville Heritage Organization Musical Theatre Tribute Performances at Stony Brook Village Center <i>The Debbie Reynolds Story</i> \$25.00	<ul style="list-style-type: none"><li>• Transportation by Coach or Town Bus</li><li>• General Admission Ticket</li></ul>
Wednesday, June 14	Bateaux New York Spirit Cruise \$55.00	<ul style="list-style-type: none"><li>• Transportation by Coach Bus</li><li>• Cruise around Manhattan</li><li>• Lunch</li></ul>
Monday, June 26	Life's A Beach at Coney Island \$55.00	<ul style="list-style-type: none"><li>• Transportation by Coach Bus</li><li>• Lunch at Gargiulo's</li><li>• Leisure time on Coney Island Boardwalk</li></ul>

Meeting of March 21, 2017

Resolution No. 142-2017

WHEREAS, John P. Bishop, Acting Commissioner of the Highway Department, by memorandum dated February 27, 2017, and Steve Kelly of the Sign Bureau by memorandum dated February 1, 2017, have advised of the following recommended changes to the parking spaces designated in Municipal Parking Field B-3 in Bethpage:

- 80 "Unrestricted Parking" spaces.
- 15 "2 Hour No Permit Required" spaces.
- 16 "4 Hour No Permit Required" spaces.
- 4 "Handicap" spaces;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the allocation of permitted parking stalls in Municipal Parking Field B-3, located in Bethpage, is hereby adopted in accordance with said recommendations.

-#-

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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Highway  
Traffic Safety

Reviewed By  
Office of Town Attorney

# TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

February 27, 2017

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, ACTING COMMISSIONER  
HIGHWAY DEPARTMENT

SUBJECT: AMMENDMENT FOR T.O.B. MUNICIPAL LOT B-3  
BETHPAGE, NEW YORK

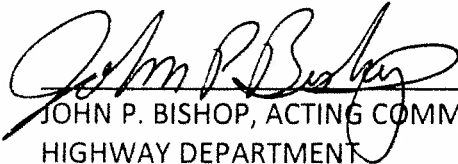
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In response to several requests from area residents and library patrons, the Sign Bureau proposes the following changes to the parking spaces designated in Parking Field B-3. As of now, Parking Field B-3 has 86 "Unrestricted Parking" spaces, 25 "2 Hour No Parking Permit Required" spaces and 4 "Handicap" spaces.

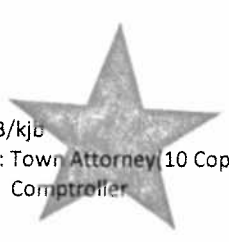
This office recommends that the following be adopted.

- . 80 "Unrestricted Parking" spaces.
- , 15 "2 Hour No Permit Required" spaces.
- , 16 "4 Hour No Permit Required" spaces.
- . 4 "Handicap" spaces.

The above recommendation will resolve some of the parking issues and provide more time for library patrons as well as assist with the commuter overflow from the main lots.

  
\_\_\_\_\_  
JOHN P. BISHOP, ACTING COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb  
CC: Town Attorney (10 Copies)  
Comptroller



## Town of Oyster Bay Inter-Departmental Memo

Ken B -  
HIGHWAY DEPARTMENT  
OK

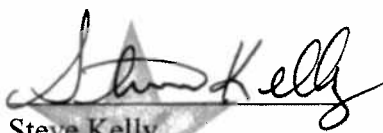
To: Highway Department  
Att: John P. Bishop, Acting Commissioner  
  
From: Steve Kelly, Sign Bureau  
  
Date: February 1, 2017  
  
Subject: Bethpage Public Library "Parking Field B-3"

---

In response to several requests from area residents and library patrons the Sign Bureau proposes these changes to the parking spaces designation in Parking Field B-3. As of now Parking Field B-3 has 86 "Unrestricted Parking" spaces 25 "2 Hour No Parking Permit Required" spaces and 4 "Handicap" spaces.

Proposed changes to B-3 Parking Field are as follows, change the 86 "Unrestricted Parking" spaces to 80, these six spaces along with the 25 "2 Hour No Permit Required" spaces will be redesignated as 15 "2 Hour No Permit Required" spaces and 16 "4 Hour No Permit Required" spaces.

This change should now help resolve some of the parking issues and provide more time for library patrons as well as commuter over flow from main lots.

  
Steve Kelly  
Sign Bureau

IG/SK



Steve Kelly  
See Me  
HIGHWAY DEPARTMENT



47 POWELL AVENUE • BETHPAGE, N.Y. 11714 • 516-931-3907

December 1, 2016

Mr. John Venditto  
Town of Oyster Bay Supervisor  
Town Hall, 54 Audrey Avenue  
Oyster Bay, NY 11771

Dear Supervisor Venditto,

As I have written about our parking woes several times over the past decades, I am sure you are aware that the Bethpage Public Library has a terrible, horrible parking problem due to the commuter population and the fact that the library has no public parking lot.

One of our patrons complained today and mentioned that the Lot B3 across the street from the library was a **Restricted Lot**. I said it was **Unrestricted** and we went out to look at the signs. On one side of the lot it says restricted/permit required and on the other it says unrestricted. The Highway Department must have replaced one sign incorrectly.

Our patrons cannot find parking. Powell Avenue and the local side streets are parked up every day with commuters.

There are about 90 parking places in the lot and 22 of them have graciously been designated at two hour – which prevents commuters, but is not quite enough time to use the library. Would you be open to adding 18 spaces for the library and having them designated as four hour parking? This would prohibit commuters and give the library population ample time for research and programs. Forty spaces would be less than half the lot.

2016 DEC -5 P 12:42

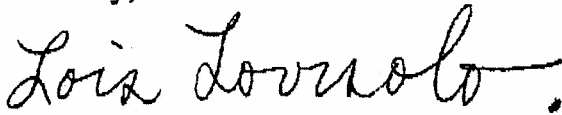
RECEIVED  
SUNSHINE OFFICE

Bethpage has several senior centers and we provide movies, lectures and educational programs for everyone -- but seniors are a big segment of our users. In fact, Senator Kemp Hannon sponsored a Medicare program here this morning. We also do a lot of children's programming and moms and caregivers have problems finding parking.

We know the commuters are your constituents, but all these library users are your constituents too. They are taxed for a library they have a hard time using.

We would appreciate your thinking about 40 spots marked 4 hours. People are in and out all day and this would allow a turnover of cars and a safer situation for seniors and caregivers with strollers and young toddlers.

Sincerely,



Lois Lovisolo  
Director

cc: Rebecca Alesia, Town Councilwoman



HIGHWAY DEPARTMENT

25 Evelyn Drive  
Bethpage, New York  
November 30, 2016

John Bishop, Acting Director  
Highway Department  
150 Miller Place  
Syosset, N.Y. 11791

Re: B-3 Municiple Parking Lot  
Powell Ave., Bethpage

Dear Director Bishop,

I have been a resident of Bethpage for over 55 years and attend many programs at the Bethpage Library. The notice posted at the above indicated parking lot now means that I will have to purchase a parking permit in order to attend my seniorobics class on Monday mornings and/or return or pick up a book at the library (during the week).

I totally, fully and completely resent this new imposition!

There is very little parking available in Bethpage. It is a given that by the time the seniorobic participants arrive at the library, only the two hours spaces are available.

The cars are parked bumper to bumper on the east side of Broadway near the senior housing.

There is 2 hour parking on the south side of Benkert St. - many cars overstay their time limit.

There are a few 1 hour parking on the north side corners o f Benkert St.

On the north side of Burkhardt St. there are 4 hour parking restrictions the entire length of the street from Broadway to Stewart Avenue. There are a few non-restrictive parking spots on the south side of Burkhardt near the side of King Kullen and the TOB senior housing.

Signs posted in the King Kullen shopping center as well as in back of the stores on the east side o f Broadway warn that cars will be towed if the owners of the cars aren't doing business with the stores.

Where do you think I should park if I want to meet a friend for lunch and then attend a library program?

  
*Diana S. Krameisen*  
Diana S. Krameisen

Mail Log 12/6/16  
Signs?  
W/O # 32734  
Completed  
12/6/16  
11:41 P 6:11

WHEREAS, Anna Nikolados, Permit Coordinator of the Holy Trinity Greek Orthodox Church, 20 Field Avenue, Hicksville, New York 11801, by letter dated February 22, 2017, has requested the use of one roll off container, from Thursday, March 30, 2017 through Thursday, April 6, 2017, for the church's spring clean-up; and

WHEREAS, Richard W. Lenz, Commissioner, Department of Public Works, by memorandum dated March 3, 2017, has advised that the Department of Public Works has no objection to providing one roll off container to Holy Trinity Greek Orthodox Church, for its spring clean-up, without charge, as the clean-up is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 210, "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Public Works is hereby authorized to provide one roll off container to the Holy Trinity Greek Orthodox Church for its spring clean-up from Thursday, March 30, 2017 through Thursday, April 6, 2017, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Public Works, 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 aforescribed activity; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains comprehensive general liability insurance, 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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works

Reviewed By  
Office of Town Attorney

20

## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

March 3, 2017

TO: Memorandum Docket

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

SUBJECT: Request: ONE ROLL OFF CONTAINER  
Holy Trinity Greek Orthodox Church  
20 Field Avenue  
Hicksville, New York 11801


Attached please find a copy of a letter received in this office from Anna Nikolados, requesting one roll off container for their spring/summer clean-up. The container will be placed at Holy Trinity Greek Orthodox Church on Thursday, March 30, 2017 and will be collected on Thursday, April 6, 2017.

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 spring/summer cleanup 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 and endorsement for the use of Town of Oyster Bay equipment by the Holy Trinity Greek Orthodox Church from Thursday, March 30, 2017 through Thursday, April 6, 2017.

RWL:ew  
Attachments  
cc: Town Attorney (10 copies)  
Christine Wiss, Deputy Comptroller

  
RICHARD W. LENZ, COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



# HOLY TRINITY GREEK ORTHODOX CHURCH

ΕΛΛΗΝΙΚΗ ΟΡΘΟΔΟΞΟΣ ΚΟΙΝΟΤΗΣ ΤΗΣ ΑΓΙΑΣ ΤΡΙΑΔΟΣ

REVEREND ECONOMOS THEOFANIS PAPANTONIS, PRESIDING PRIEST



February 22, 2017

Mr. Raymond Starke  
Sanitation & Recycling Division Head  
Department of Public Works  
150 Miller Place  
Syosset, New York 11791

Dear Mr. Starke,

Once again, the Holy Trinity Church of Hicksville will be again calling upon your support. Your support is very important to our community. We would like to do a spring clean up of our property and are asking for your assistance. The event will not be a fundraising event but for the sole purpose of cleaning our property.

The Holy Trinity Church would like to request **one roll off container** for the clean up, to be delivered on **March 30, 2017 and to be picked up on April 6, 2017**. By allowing us to use these roll off containers it will aide in garbage control for our clean up and help to keep our neighbors happy.

The Board of Trustees from Holy Trinity would like to extend their sincere appreciation to your Department for the help and support you have provided in the past and future.

The following items are included with this letter:

- **Insurance Certificate for the Town of Oyster Bay**
- **Application needed to start the request**
- **Insurance Endorsement Certificate**
- **Hold Harmless Agreement**

If you have any questions regarding this matter please feel free to contact the Church Office at the above numbers or myself at [REDACTED] mobile.

cc: Eileen Walsh

Sincerely,

Anna Nikolados  
Permit Coordinator for Parish Council

( APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER )

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: HOLY TRINITY GREEK ORTHODOX CHURCH

Billing Address: 20 FIELD AVENUE  
HICKSVILLE, NEW YORK 11801

Phone Number (Days): 516-433-4522 516-433-4572

Number of Containers Requested: ONE

Address Where Container(s) Would Be Placed: SAME AS ABOVE  
(BACK OF CHURCH PARKING LOT NEAR CLOTHING DONATION BOX)

Dates Container(s) Needed: From MARCH 30, 2017 To APRIL 6, 2017

Describe The Event For Which Container(s) Is/Are Requested: SPRING 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: Anna Nikolaidou Date: FEBRUARY 22, 2017

Title: PERMIT COORDINATOR/ TREASURER

Signature: Date Received:

Signature: Date Picked Up:

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

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

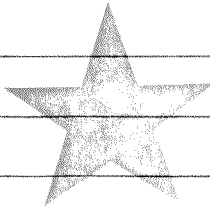
To Be Completed By Scale House:

Disposal Authorization Ticket No.:

Load Ticket No.:

Date:

Signature:



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

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

This Agreement is made this 22 day of FEBRUARY 2017, by HOLY TRINITY GREEK ORTHODOX CHURCH (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 20 FIELD AVENUE, HICKSVILLE, NY 11801,  
FOR THE USE OF ONE ROLL OFF CONTAINER

for the event described as SPRING CLEAN UP  
The property/equipment is needed from MARCH 30, 2017 to APRIL 6, 2017  
The event for which the property and/or equipment is requested ( ) is (X) is not a profit making event.

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

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

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

Name of Organization

HOLY TRINITY GREEK ORTHODOX CHURCH

Address of Organization

20 FIELD AVENUE  
HICKSVILLE, NY 11801

By: Anna Nikolaidou Signing For  
Authorized Representative Holy Trinity

Title: PERMIT COORDINATOR/TREASURER Greek Orthodox Church

Telephone Number [REDACTED]

Reviewed By  
Office of Town Attorney

[Signature]





# CERTIFICATE OF LIABILITY INSURANCE

HOLYT-1

OP ID: BA

DATE (MM/DD/YYYY)  
03/03/2017

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

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

PRODUCER  
Montana Agency Inc.  
115 North Broadway  
Hicksville, NY 11801  
Montana Agency Inc.

CONTACT NAME: Montana Agency Inc.  
PHONE (A/C, H, R): 516-938-3600  
FAX (A/C, H): 516-935-3535  
E-MAIL ADDRESS:

INSURED  
Holy Trinity Greek Orthodox  
Church  
20 Field Avenue  
Hicksville, NY 11801

INSURER(S) AFFORDING COVERAGE  
INSURER A: UTICA NATL ASSUR CO NAIC # 10587  
INSURER B: FIREMANS FUND INS CO 21873  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

PER LTR	TYPE OF INSURANCE	PRODUCER IND. W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	CPP3865086	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (CL. Aggregate) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SINGLE LIMIT \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPP3865086	09/01/2016	09/01/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	SSE00042251650	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: USE OF ROLL OFF CONTAINERS FROM 3-30-2017 THROUGH 04-06-2017  
CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED PER FORM BE1757 ATTACHED.

## CERTIFICATE HOLDER

TOWN OF OYSTER BAY  
150 MILLER PLACE  
SYOSSET, NY 11781

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Barbara Abbona*

© 1982-2014 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: CPP 3665086

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED FOR SPECIFIED EVENT  
OR LOCATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**Additional Insured: TOWN OF OYSTER BAY  
150 MILLER PLACE, SYOSSET, NY 11791

Event and/or location for which additional insured status is granted:

FOR USE OF ROLL OFF CONTAINERS  
DURING THE ANNUAL GREEK FESTIVAL & 3-30-2017 to 4-6-2017

(If no entry appears above, Information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any entity shown in the Schedule above, subject to the following additional provisions:

This insurance applies only with respect to:

1. The event and/or location shown in the Schedule; and
2. 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 or leased to you.

Reviewed By  
Office of Town Attorney

CG

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated March 6, 2017, request that the Town Board authorize and direct the Town Clerk to publish a public notice of a request for proposals under the New York Rising Community Construction Program for the restoration and improvements to Alhambra Park, Massapequa,

NOW, THEREFORE, BE IT RESOLVED, That the Town Clerk is hereby authorized and directed to publish a public notice of a request for proposals under the New York Rising Community Construction Program for the restoration and improvements to Alhambra Park, Massapequa.

-#-

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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Intergovernmental Affairs  
Public Works

23

## TOWN OF OYSTER BAY

### INTER-DEPARTMENTAL MEMO

MARCH 6, 2017

TO : MEMORANDUM DOCKET

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

SUBJECT: REQUEST TO ADVERTISE A PUBLIC NOTICE FOR A REQUEST FOR PROPOSALS  
RESTORATION AND IMPROVEMENTS TO ALHAMBRA PARK, MASSAPEQUA  
SOLICITATION NO. 2017-05  
CONTRACT NO. DP17-151  
FUNDED BY THE NEW YORK RISING COMMUNITY CONSTRUCTION PROGRAM


---

The Town of Oyster Bay is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Disaster Recovery (GOSR).

This project is proposing to stabilize, redesign, rebuild and enhance Alhambra Park, Massapequa. The project will reduce flood risk and erosion vulnerability by stabilizing the shoreline. The project will also increase resiliency by incorporating green infrastructure and other sustainable elements into the redesign. This project has been identified in the New York Rising Community Reconstruction (NYRCR) Plan, CDBG-DR Massapequas.

At this time the Department of Public Works and the Department of Intergovernmental Affairs are finalizing the Request for Proposal document with the Governor's Office of Storm Recovery. Once acceptable, a public notice shall be issued to request proposals from qualified engineering firms to provide Application Development, Engineering, Design & Construction Management Services.

The Department of Public Works requests that the Town Board authorize, by Resolution, the Town Clerk to advertise the attached Public Notice for this purpose.

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

  
RWL/MR/dz

Attachment

c: Office of the Town Attorney (w/10 copies)  
James Altadonna, Jr., Town Clerk  
Christine Wiss, Deputy Comptroller  
Colin Bell, IGA/Federal & State Aid

DP17-151 DOCKET REQUEST TO ADVERTISE RFP

## REQUEST FOR PROPOSALS

PLEASE TAKE NOTE that the Town of Oyster Bay has issued a Request for Proposals for Professional Engineering Services for:

**APPLICATION DEVELOPMENT, ENGINEERING, DESIGN & CONSTRUCTION MANAGEMENT  
SERVICES FOR RESTORATION AND IMPROVEMENTS TO ALHAMBRA PARK, MASSAPEQUA,  
AS DEFINED IN THE NY RISING COMMUNITY RECONSTRUCTION (NYRCR) PLAN, CDBG-DR MASSAPEQUAS**

**SOLICITATION NO. 2017-05  
CONTRACT NO. DP17-151**

This is a project funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

The Town of Oyster Bay is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Disaster Recovery (GOSR). Accordingly, respondents are obligated to comply with applicable federal and state laws and regulations governing the CDBG-DR program, as well as with the Town of Oyster Bay's Procurement Policy and Procedures. In addition, respondents are obligated to comply with all municipal codes, ordinances, and regulations. The successful responder must understand that no payments can be made for services until acceptance of the CDBG-DR application.

RFP packets may be examined and obtained at the Town of Oyster Bay Department of Public Works, Division of Engineering, 150 Miller Place, Syosset, New York 11791, between the hours of 9:00am and 4:45 pm, daily except Saturdays, Sundays and Holidays on and after \_\_\_\_\_. For information, please call the Division of Engineering at (516) 677-5714.

A mandatory pre-proposal meeting will be held on \_\_\_\_\_ at Town of Oyster Bay Town Hall South, 977 Hicksville Road, Massapequa, New York 11758. A full schedule of proposal activities is detailed in the RFP packet.

The proposal packets may be hand delivered or mailed to the Town of Oyster Bay. One (1) original and four (4) copies of the proposal must be delivered in a sealed envelope and received by the Department of Public Works no later than \_\_\_\_\_. Proposal packets will not be accepted after \_\_\_\_\_ on the due date. NO EXCEPTIONS SHALL BE GRANTED.

The Town of Oyster Bay reserves the right to reject any and all proposals. The Town of Oyster Bay encourages minority and women-owned businesses (MWBE) to participate in all Town proposals. The Town of Oyster Bay will not reimburse any individual or firm for any costs associated with the preparation of their proposal statement.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY, Supervisor JOSEPH S. SALADINO , JAMES ALTADONNA, JR., Town Clerk, RICHARD W. LENZ, P.E., Commissioner of Public Works.

Dated: March 21, 2017, Oyster Bay, New York

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memoranda dated March 6, 2017 and March 14, 2017, has advised that Northrop Grumman Systems Corporation ("NGSC") entered into a Consent Order with the New York State Department of Environmental Conservation in order to remediate a defined area of contamination relating to the Grumman/Navy Plume; and

WHEREAS, to facilitate the work, NGSC's agent, Arcadis of New York, Inc., ("Arcadis") by letter dated March 13, 2017, has requested access to certain property owned by the Town for the purpose of conducting a geotechnical investigation and surveying so that Arcadis may identify the location of a future groundwater treatment facility and recharge systems; and

WHEREAS, after review of the materials presented by Arcadis, the Department of Public Works has determined that the request for access is both reasonable and necessary for the protection of the Town's residents and the environment and therefore, Commissioner Lenz by memorandum dated March 14, 2017, has recommended that the Town Board approve the Arcadis request for access to the Town owned properties identified in the March 13, 2017 letter so that Arcadis may perform its geotechnical investigation and surveying,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and Arcadis of New York, Inc., shall have access to the Town owned properties identified in its March 13, 2017 for the sole purpose of conducting a geophysical investigation and surveying.

-#-

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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Environmental Resources  
Public Works

Reviewed By  
Office of Town Attorney  
March 21, 2017  
-1 MS

21

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

MARCH 6, 2017

TO : MEMORANDUM DOCKET

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


SUBJECT: SITE ACCESS AGREEMENT  
NORTHROP GRUMMAN SYSTEMS CORPORATION  
CONSTRUCTION AND OPERATION OF A GROUNDWATER TREATMENT  
FACILITY, LOCATED IN BETHPAGE  
SUPPLEMENTAL MEMO TO FOLLOW

---

Northrop Grumman Systems Corporation ("NGSC") has entered into an Order on Consent Index No. W1-1183-14-05 with the New York State Department of Conservation for the construction of a groundwater treatment facility to treat a defined area of contamination of the Grumman-Navy Plume. To facilitate this work, NGSC has requested to enter into a Site Access Agreement with the Town of Oyster Bay which is currently under review.

Further information and a formal recommendation will be provided by a supplemental memorandum.

At this time, the Department of Public Works requests that a space be reserved on the Town Board meeting on March 21, 2017 for the Town Board to take action on this item.

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

*mm*  
RWL/MR/dz

c: Office of the Town Attorney (w/16 copies)  
Christine Wiss, Deputy Comptroller  
Neil O. Bergin, Commissioner/Environmental Resources  
Matthew Rozea, Assistant Town Attorney  
Joseph Pinto, Councilman

TB NGSC RW-21 SITE AGREEMENT RESERVE

21

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

MARCH 14, 2017

TO : MEMORANDUM DOCKET

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

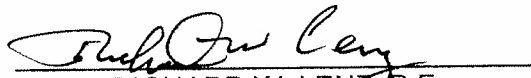
SUBJECT: SUPPLEMENTAL MEMO TO ITEM NO. 21  
DOCKET OF MARCH 7, 2017  
SITE ACCESS FOR NORTHROP GRUMMAN SYSTEMS CORPORATION AND  
ARCADIS OF NEW YORK, INC.  
CONSTRUCTION AND OPERATION OF A GROUNDWATER TREATMENT FACILITY,  
LOCATED IN BETHPAGE

---

In furtherance to Item No. 21 of the docket of March 7, 2017, Northrop Grumman Systems Corporation ("NGSC") has entered into an Order on Consent Index No. W1-1183-14-05 with the New York State Department of Conservation for the construction of a groundwater treatment facility to treat a defined area of contamination of the Grumman-Navy Plume.

To facilitate this work, Arcadis of New York, Inc. ("Arcadis"), working on behalf of NGSC, has requested, by the attached letter dated March 13, 2017, access to Town of Oyster Bay property for the purpose of conducting surveying and a geotechnical investigation. This effort will enable Arcadis to properly locate the groundwater treatment facility and recharge systems. The submitted documentation outlines the location and scope of work for this effort. At a later date, NGSC will be required to enter into a formal Site Access Agreement for the construction and operation of these facilities.

The Department of Public Works, upon review of the submitted documentation and discussions with NGSC and Arcadis, finds that this request for access is reasonable and necessary for the protection of Town residents and the environment, and recommends that the Town Board, by Resolution, grant approval to Northrop Grumman Systems Corporation and Arcadis of New York, Inc. for access to Town of Oyster Bay property to conduct the outlined work.

  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RWL/MR/mr

Attachments

c: Office of the Town Attorney (w/10 copies)  
Christine Wiss, Deputy Comptroller  
Neil Bergin, Commissioner/Environmental Resources

TB NGSC RW-21 SURVEY AND GEO ACCESS SUPP





Mr. Richard Lenz  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Subject:

Request for Access to Complete Geotechnical Drilling and Site Survey  
RW-21 Project Area Treatment System and Recharge Basin,  
Operable Unit 3, Northrop Grumman Systems Corporation,  
Bethpage, New York

Dear Richard,

On behalf of Northrop Grumman Systems Corporation (Northrop Grumman), Arcadis of New York, Inc. (Arcadis) is providing this work plan, as requested. We are requesting access to complete a geotechnical drilling and surveying program for property located in Bethpage (Town of Oyster Bay); this work is being performed to support of the proposed RW-21 Project Area Treatment System and Recharge Basin design. This project is being conducted under consent order with an expedited schedule in accordance with the March 2016 letter from the New York State Department of Environmental Conservation (NYSDEC) commissioner. This plan was specifically required by the Town of Oyster Bay to obtain access to perform this work.

**Figures 1, 2 and 3** depict the approximate locations of the 16 proposed borings, 28 sediment samples and survey area needed to obtain design information for the RW-21 Project Area Treatment System on property owned by the Town of Oyster Bay. Geotechnical borings will be advanced using a hollow stem auger drill rig. Sediment samples will be collected using a clear Lexan tube. The attached table summarizes the proposed work, including boring IDs, depths, sampling intervals, proposed analyses, and sample collection and drilling methods. The scope, rationale, and schedule for these activities are summarized below:

Arcadis of New York, Inc.  
Two Huntington Quadrangle  
Suite 1S10  
Melville  
New York 11747  
Tel 631 249 7600  
Fax 631 249 7610  
[www.arcadis.com](http://www.arcadis.com)

ENVIRONMENT

Date:  
March 13, 2017

Contact:  
Christopher Engler

Phone:  
315-409-6579

Email:  
[christopher.engler@arcadis.com](mailto:christopher.engler@arcadis.com)

Our ref:  
NY001496.2415.R31E3

#### Geotechnical Investigation for Treatment Plant Foundation

- **Figure 1** shows the locations of proposed geotechnical soil borings (T-1 and T-2a or T-2b). The T-2a location inside the fence is preferred over the alternative T-2b location because clearing will not be required to complete the work, whereas clearing will be required for the T-2b location, as shown on Figure 1. Access from Navy is required for the preferred location, T-2a, since it's located inside Navy's fenced area. The Navy has indicated that they will grant access if the Town of Oyster Bay approves of access, however, if we cannot gain access to the T-2a location from Navy, our proposed alternate is an adjacent location outside the Navy fence line at T-2b. The soil borings will be advanced to a depth of 20 feet below land surface (ft bls) and information obtained from the borings will be utilized to finalize the structural design of the proposed RW-21 Project Area treatment system building foundation.

#### Recharge Basin Infiltration Study

- **Figure 2** shows locations of the 14 geotechnical soil borings (A-1a to A-7a and A-1b to A-7b) that are proposed to be drilled to depths of 30 ft bls near the Arthur Avenue recharge basin in seven pairs. Data from the borings will be used to evaluate the geotechnical properties and infiltration rates of both the existing basin and surrounding soils to determine design criteria of the proposed new basin. The proposed borings east of the Arthur Avenue basin will be used in support of an evaluation in coordination with Nassau County for an additional separate or adjoining basin.
- Boring A-7a, located north of the existing basin inside the fence, will be advanced approximately 60 ft bls to 10 feet below the water table, and will be completed as a 2-inch piezometer for future water table monitoring in the area of the recharge basin.
- Additionally, 28 sediment samples (B-1 to B-28) and several water samples are proposed to be collected from within the existing Arthur Avenue basin for waste management characterization sampling and analysis. Assuming the basin will contain standing water, samples will be collected from a canoe using a Lexan tube and a stream sampler.

#### Site Survey

- Utility and survey data is needed for the existing Arthur Avenue Recharge Basin including the area on the east side of the basin to Broadway, as shown on **Figure 2**. The utility and survey data in the area of the Arthur Avenue basin will be obtained for existing stormwater drainage features, as needed, to confirm and supplement available information for storm drainage systems contributing flow to the recharge basin.
- Supplemental utility and survey data may also be needed for the area (or a portion of the area) north of the proposed treatment plant, as shown on **Figure 3**. Additional utility and survey data may be needed to finalize the design in the event PSEG Long Island requests that the recovery line location be shifted away from their existing infrastructure.

#### Proposed Schedule

Richard Lenz  
March 13, 2017

We anticipate mobilizing to the site within 5 days of obtaining access from Town of Oyster Bay to complete the design as soon as possible. Work hours will be 8 am - 5 pm, Monday through Friday. The utility mark out and site survey work will be completed in two separate mobilizations (one for the Arthur Avenue Area and the other for the greenbelt area north of the proposed treatment plant, if needed). Each mobilization will take approximately two weeks. The geotechnical and infiltration investigation will be completed in one mobilization and will be completed within a four-week period.

Investigation derived waste will be removed from the site daily and transported to the Northrop Grumman facility for off-site disposal in accordance with local and state regulations. Data collected during installation of the borings will be logged by a Geotechnical Engineer or Geologist and recovered soil will be submitted for laboratory analysis. Arcadis will provide contracting, oversight and coordination of the utility mark-out, site survey, and field infiltration testing and soil sampling investigation including coordination with New York Call Before You Dig 811 prior to any intrusive work. All survey work will be completed by a New York State-licensed surveyor. The piezometer will be installed by a certified New York State well driller. The surveyor's scope in the Arthur Avenue area includes work assumes conditions as-is (i.e., Arcadis does not plan to complete any clearing as a part of this proposed work). The surveyor's work in the area between Central Avenue and the GM-38 treatment plant may require selective clearing dependent on access negotiations with PSEG and other stakeholders.

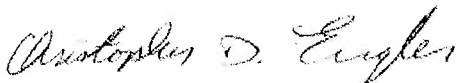
Please contact me if you have any questions or comments.

Sincerely,

Arcadis of New York, Inc.



Christina Tuohy, PE  
Civil Engineer



Christopher Engler, PE  
Vice President

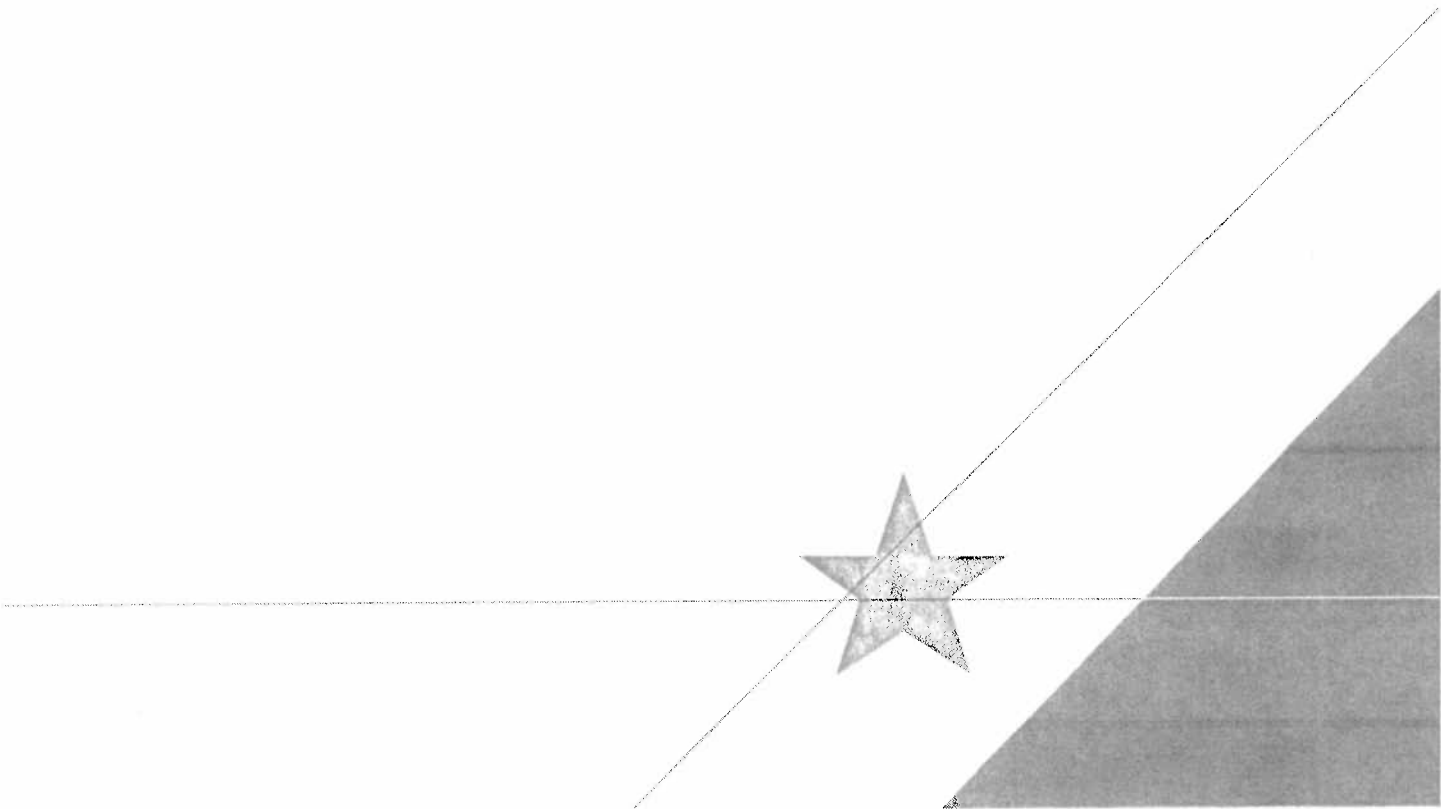
Attachments:

Figures  
Tables  
Arcadis Certificate of Insurance

Copies:

Ed Hannon, Northrop Grumman  
Fred Weber, Northrop Grumman  
Richard Lenz, PE, Town of Oyster Bay  
John Caruso, PE, Town of Oyster Bay  
Matthew Russo, PE, Town of Oyster Bay

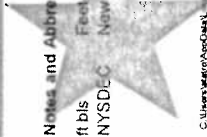
TABLES



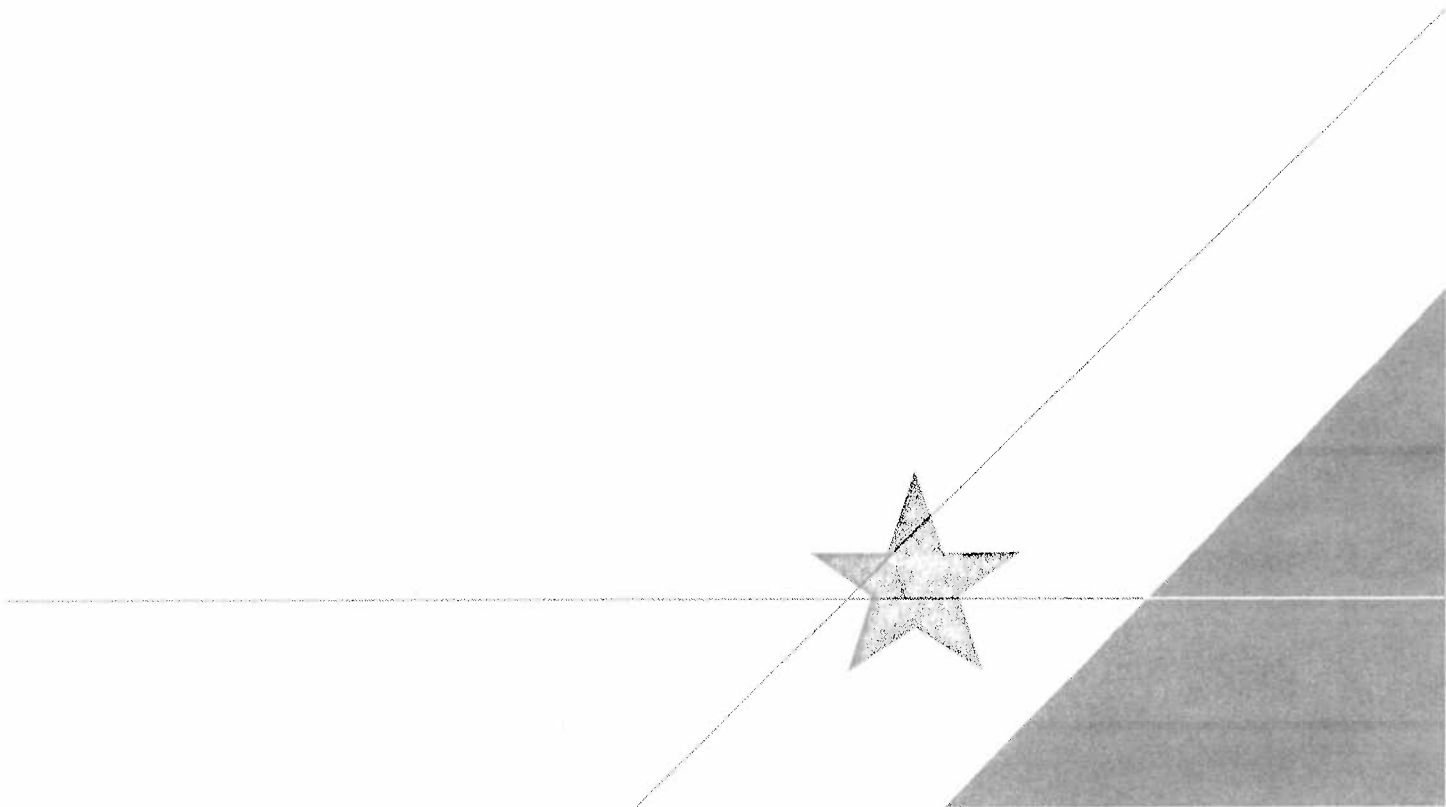
Scope of Work	Boring IDs	Depth	Sampling Interval	Proposed Analysis, Sampling and Drilling Method
Treatment Plant Geotechnical Investigation	T-1 and T-2a or T2-b	20 ft bls	5-ft, 4 samples from each boring	- 2 borings will be advanced using hollow stem auger drilling. - Continuous Standard Penetration Testing (SPT) sampling through the depth of each boring for collection of blow counts to determine engineering properties. - A total of 4 samples from the SPT samples will be selected for laboratory testing from each boring. Each soil sample will be tested for the following: --Sieve analysis, --Moisture content, --Atterberg Limits, and --Visual classification of soils according to the Unified Soil Classification System
Proposed Recharge Basin Geotechnical Soil Classification	A-1a through A-7a	30 ft bls	2-ft, 15 samples from each boring	- 7 borings will be advanced using hollow stem auger drilling for soil classification and standard penetration testing. Continuous SPT sampling through the depth of each boring for collection of blow counts to determine engineering properties in accordance with the requirements specified in Appendix D of the NYSDEC Stormwater Design Manual.
Proposed Recharge Basin Infiltration Testing	A-1b through A-7b	30 ft bls	No sampling. 4-inch diameter casing, installed to 24-inches below bottom of proposed infiltration facility will be used for infiltration testing	- Seven borings will be advanced using hollow stem auger drilling adjacent to borings A-1a through A-7a to install a 4-inch diameter solid casing in an effort to complete infiltration testing as specified in Appendix D of the NYSDEC Stormwater Manual. Soil infiltration testing will establish an average infiltration rate for the underlying soils. The depth of the existing Arthur Avenue recharge basin is estimated to be approximately 25 feet below surrounding grade based on available information. It is assumed that the depth of the soil borings and installation of the casing for the infiltration tests will be approximately 30 feet with the actual depth of the test borings to be determined based on the results of the geotechnical investigation for borings A-1a through A-7a. The casings will be filled with water and the infiltration rate will be measured. The casing will be removed upon completion of the infiltration testing.
Proposed Piezometer for Future Water Level Monitoring	A-7b	60 ft bls	2-ft, (30-60 ft bls), 15 samples	- Boring A-7b will be advanced described above, and then will be advanced to 10 ft below the water table, approximately 60 ft bls. This boring will be completed as a piezometer (2-inch PVC ) for future water table monitoring in the area of the recharge basin. The piezometer be installed to straddle water table with 15 ft screen (5ft above and 10ft below). The boring will be advanced using a hollow stem auger drilling for soil classification and standard penetration testing. Continuous SPT sampling will be performed through the depth of the boring for collection of blow counts to determine engineering properties in accordance with the requirements specified in Appendix D of the NYSDEC Stormwater Design Manual.
Existing Basin Water and Sediment Testing	B-1 through B-28	0-5-inches below basin bottom composite	One sample per location	Sediment samples B-1 through B-28 will be collected with a Lexan tube from the existing recharge basin logged and then composited for laboratory analysis to determine potential disposal options for basin redevelopment. Sediment depth measurements will be obtained to characterize the sediment. In addition, several water samples will be collected for characterization purposes.

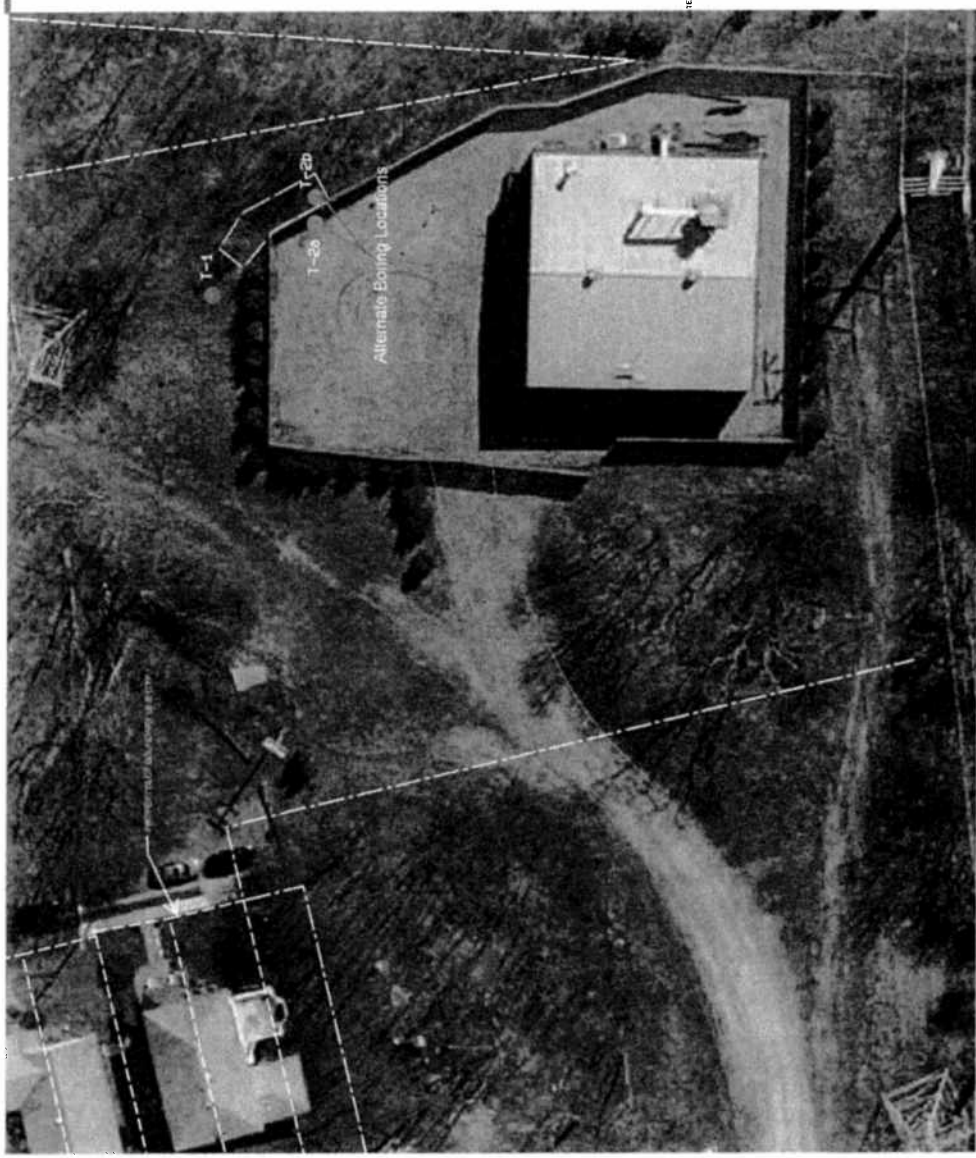
Notes and Abbreviations:

ft bls Feet Below Land Surface  
NYSDEC New York State Department of Environmental Conservation



FIGURES



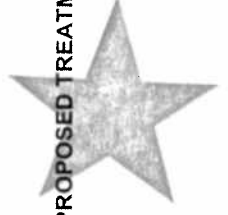


**LEGEND**

- T-1
- Proposed Geotechnical Boring Location
- Proposed Clearing Limit

Figure 1

**PROPOSED TREATMENT BUILDING BORING LOCATIONS**  
 SCALE: 1"=40'



- | B-4  | ○ | Proposed Sediment Probe Location           |
|------|---|--|
| A-1b | ● | Proposed Geotechnical Boring Location      |
| A-1a | ■ | Proposed Infiltration Test Boring Location |

Figure 2

**PROPOSED ARTHUR AVENUE RECHARGE BASIN BORING LOCATIONS**  
**SCALE: 1"=60'**





LEGEND

Proposed Limit of Survey



Figure 3

PROPOSED SURVEY LIMITS  
SCALE: 1"=150'



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/29/2016

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 Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Arcadis of New York, Inc. 6723 Towpath Road Syracuse NY 13214 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: Steadfast Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19437 26387

COVERAGES CERTIFICATE NUMBER: 570063237935 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMF/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Env Contr Poll			IPR929693802 Professional & Pollution SIR applies per policy terms & conditions	06/01/2016	06/01/2017	Each Claim Annual Aggregate \$3,500,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Northrop Grumman Corporation, Operable Unit 3, Bethpage, New York. The Town of Oyster Bay is included as Additional Insured in accordance with the policy provisions of the Pollution Liability policy. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER Town of Oyster Bay 54 Audrey Avenue Oyster Bay NY 11771 USA	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 <i>Aon Risk Services South Inc</i>
---	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/29/2016

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 Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Arcadis of New York, Inc. 6723 Towpath Road Syracuse NY 13214 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Lexington Insurance Company	19437
	INSURER B: Steadfast Insurance Company	26387
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570063237935

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
B	Env Contr Pol			IPR929693802 Professional & Pollution SIR applies per policy terms & conditions	06/01/2016	06/01/2017	Each Claim	\$3,500,000
							Annual Aggregate	\$5,000,000

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

RE: Northrop Grumman Corporation, Operable Unit 3, Bethpage, New York. The Town of Oyster Bay is included as Additional Insured in accordance with the policy provisions of the Pollution Liability policy. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Oyster Bay 54 Audrey Avenue Oyster Bay NY 11771 USA	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  <i>Aon Risk Services South Inc</i>

ACORD 25 (2016/03)

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Reviewed By  
Office of Town Attorney  
*M. Smith*

Holder Identifier : M

Certificate No : 570063237935



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis of New York, Inc.
POLICY NUMBER See Certificate Number: 570063237935		
CARRIER See Certificate Number: 570063237935	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Archit&Eng Prof			015448990 Excess Prof/Poll Liabili SIR applies per policy terms & conditions	06/01/2016	06/01/2017	Each Claim	\$1,500,000
	<input checked="" type="checkbox"/> Claims-Made							
	<input checked="" type="checkbox"/> Professional Liabil							
	<input checked="" type="checkbox"/> and Contractors							
	<input checked="" type="checkbox"/> Pollution Liability							

Reviewed By  
Office of Town Attorney  
*[Signature]*

Street, Boston MA 02110 or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### K. INSPECTION

The Company shall be permitted but not obligated to inspect, sample, and monitor on a continuing basis the **Insured's** property or operations, at any time. Neither the Company's right to make inspections, sample, and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of the **Insured** or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

#### L. SOLE AGENT

The **Named Insured** first listed in Item 1 of the Declarations shall act on behalf of all other **Insureds**, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, and giving and receiving notice of cancellation or nonrenewal.

#### M. ASSIGNMENT

This Policy shall not be assigned without the prior written consent of the Company. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed onto this Policy.

#### N. SUBROGATION

If there is a payment made by the Company, the Company shall be subrogated to all the **Insured's** rights of recovery against any person or organization. The **Insured** shall cooperate with the Company and do whatever is necessary to secure these rights. The **Insured** shall do nothing after a claim to waive or prejudice such rights. The Company agrees to waive this right of subrogation against the client of the **Insured** or other parties to the extent that the **Insured** had, prior to Claim, a written agreement to waive such rights.

#### O. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

#### P. CANCELLATION

This Policy is non-cancellable by either the **Named Insured** or the Company, except the Company can cancel this Policy for non-payment of premium. In the event the Company does cancel this Policy for non-payment of premium, the **Named Insured** shall be entitled to ten (10) days written notice of cancellation from the Company, at the address last known to the Company.

If the Company cancels, earned premium shall be computed pro-rata.

Proof of mailing of any notice of cancellation shall be sufficient proof of notice. The effective date of cancellation terminates the **Policy Period**. Return of unearned premium is not a condition of cancellation. Unearned premium shall be returned by the Company as soon as practicable.

#### Q. ARBITRATION

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated March 9, 2017, have advised that the Office of the Town Attorney is defending against a civil action entitled *Goldman v. Manetto Hill Jewish Center* (and a third party action), wherein the Defendant is seeking to hold the Town liable for conditions existing on its property; and

WHEREAS, the parties are interested in pursuing non-binding mediation in an effort to amicably resolve the matter without the need for trial and the significant costs associated with trial; and

WHEREAS, the parties have elected to mediate the matter with the Hon. Joseph Spinola of Resolute Systems, LLC, 90 Merrick Avenue, Suite 200, East Meadow, New York 11554, with the Town's share of the costs not to exceed \$815.00; and

WHEREAS, by the aforementioned memorandum, it has been requested that the Town Board authorize the Office of the Town Attorney to participate in non-binding mediation in connection with the *Goldman v. Manetto Hill Jewish Center* matter,

NOW, THEREFORE, BE IT RESOLVED, That the request hereinabove set forth is accepted and approved, and authorization is hereby granted to the Office of the Town Attorney to participate in non-binding mediation with Resolute Systems, LLC, 90 Merrick Avenue, Suite 200, East Meadow, New York 11554, and be it further

RESOLVED, That the Town Board finds a waiver of the Procurement Policy to be proper under Guideline 6 of the Procurement Policy and in view of the fact that the value services to be provided are not expected to exceed \$10,000.00 in calendar year 2017, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed \$815.00, with funds to be drawn from Account No. TWN AMS 1910 43010 601 0000 000, upon submission of a duly certified claim, after audit.

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Absent
Councilwoman Alesia	Abstain
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)

Reviewed By  
Office of Town Attorney  
*[Signature]*

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# Town of Oyster Bay

## Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 9, 2017

SUBJECT: Non-Binding Mediation  
*Goldman v. Manetto Hill Jewish Center* (and a third-party action)  
Nassau County Index No. 003033/2015

---

This office has been handling the Town's defense against the above captioned third-party action, which seeks to hold the Town liable to the defendant for an icing condition in the defendant's private parking lot based upon theories of common law indemnification. Plaintiff seeks a significant recovery from the Defendant based upon the injuries sustained and the resultant medical treatment.

The parties to the direct action were interested in attempting to resolve the action, but only if the Town would participate in the mediation. While the Town maintains a strong defense, and has accordingly moved for summary judgment, the vagaries of litigation dictate that attempts to amicably resolving a case may be preferable than bringing the case to trial, which of course, comes with the associated expenses of expert witnesses and uncertainty as to the jury's verdict.

As such, it is recommended that the Town Board authorize the Office of the Town Attorney to participate in non-binding mediation before the Hon. Joseph Spinola of Resolute Systems, LLC, 90 Merrick Avenue, Suite 200, East Meadow, New York, and that the Comptroller be authorized to make payment for same, in an amount not to exceed \$815.00. Funds for such payment are available in Account No. TWN AMS 1910 43010 601 0000 000.

Because the expenses associated with mediation are not reasonably expected to exceed \$10,000.00 in calendar year 2017, the requirements of the Procurement Policy have been satisfied pursuant to Guideline 6 thereof. This office has made a determination that mediation services are separate and distinct from legal counsel services. This determination has been made in consultation with the Office of the Comptroller.

A resolution regarding the foregoing is attached hereto. Kindly place this matter on the next available Town Board action calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY



Matthew M. Rozea  
Deputy Town Attorney

MMR:mmr  
cc: Office of the Town Attorney (with 10 copies)

**Resolute Systems, LLC**  
**Dispute Resolution Worldwide**



[www.ResoluteSystems.com](http://www.ResoluteSystems.com)

**Manhattan Office**

370 Lexington Avenue, Suite 702  
New York, NY

(SW Corner of 41st and Lexington)  
(212) 967-6799

February 27, 2017

**Please sign 2<sup>nd</sup> page (bottom) and fax back  
To 516 222 0726. Thank you.**

Matthew Rozea, Esq.  
Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, NY 11771

RE: Ellen Goldman and Robert Goldman v. Manetto Hill Jewish Center, Town of Oyster Bay and Town of Oyster Bay  
Highway Department

YOUR #: N/A

RESOLUTE #: 4973846

Dear Mr. Rozea:

The non-binding mediation of the above matter is confirmed with all parties. The details are as follows:

---

MEDIATOR:	Joseph P. Spinola
CONFERENCE DATE:	04/03/2017
CONFERENCE TIME:	01:00 PM
LOCATION:	Resolute Systems 90 Merrick Av, 200 (1st traffic light south of Hemp Tpk) East Meadow, NY 11554

---

Enclosed please find the mediation confirmation and invoice for the above matter. Please review to be sure the terms as outlined accurately reflect the terms of the agreement between the parties. We ask that all agreements be returned within 7 calendar days to prevent the conference from being adjourned. Please note, each party has received their own copy to sign.

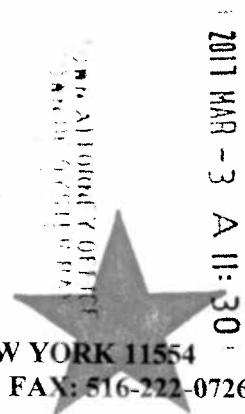
**Please fax (516-222-0726) or email the signed Mediation Confirmation to John McConnell at:  
[jmcconnell@resolutesystems.com](mailto:jmcconnell@resolutesystems.com)**

Thank you for your time and for allowing Resolute Systems, LLC to work with you on this matter. Please do not hesitate to call me if you have any questions or concerns.

Very truly yours,

John C. McConnell  
ADR Consultant  
[jmcconnell@resolutesystems.com](mailto:jmcconnell@resolutesystems.com)

**90 MERRICK AVENUE, SUITE 200, EAST MEADOW, NEW YORK 11554**  
**PHONE: 516-222-0688 TOLL FREE: 800-776-2060 FAX: 516-222-0726**





Resolute Systems, LLC  
Non-binding Mediation Confirmation

Please fax (516-222-0726) or email the signed Mediation Confirmation to John McConnell at:  
jmcconnell@resolutesystems.com

We the undersigned parties (or counsel, thereof) hereby agree to enter into non-binding mediation with the intention of reaching a consensual settlement of the following dispute: <b>Ellen Goldman and Robert Goldman v. Manetto Hill Jewish Center, Town of Oyster Bay and Town of Oyster Bay Highway Department</b>	
Resolute Case #: 4973846 Conference Date: 04/03/2017 Conference Time: 01:00 PM Conference Location:  Resolute Systems 90 Merrick Av, 200 (1st traffic light south of Hemp T'pk) East Meadow, NY 11554  (516)222-0688 (In case of emergency on the scheduled day)	Mediator: Joseph P. Spinola  <b>Mediation briefs are extremely helpful in preparation for the mediation. Any mediation briefs should be sent at least two days in advance. Please send directly to <a href="mailto:jspinola@resolutesystems.com">jspinola@resolutesystems.com</a> or:</b>  790 Wenwood Drive East Meadow, NY 11554  <b>** Please DO NOT send with a signature requirement</b>
Each party agrees to pay the following fees for services provided by Resolute Systems, LLC and their Mediators. Payment of these fees is <b>not</b> dependent upon the outcome of the Mediation. Attorneys are jointly and severally liable for all fees with respect to their client(s). Your fee represents a percentage of the mediator's hourly rate. Your bill will be based on the total hours spent by the mediator in review and conference time associated with the case.  <b>\$275.00 per party Case Management Fee (Non-refundable)</b>  <b>\$270.00/hour per party for review, conference, and decision writing time. Mediator requires 2-hour minimum for conference time.</b>  <b>You must return a signed copy of this agreement with payment to Resolute Systems, LLC within 7 days of receipt.</b>  <b>Resolute reserves the right to cancel your conference if fees are not paid by all parties by the applicable cancellation date and Resolute confirms the cancellation in writing.</b>	<b>Cancellation Fee:</b> In the event of adjournment or settlement after the conference date is set, each party agrees to pay the \$275 Case Management Fee regardless of when it cancels, as well as any additional neutral expenses already incurred. <b>** For rescheduling or cancellations within 14 days of the hearing date, the rescheduling or canceling party will be responsible for the full amount of time reserved for that date (2 hour minimum) unless the Neutrals' time can be scheduled with another mediation. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced.</b> <b>Interest will be charged at a rate of 1.5% per month on balances more than 30 days past due. Any questions or concerns regarding invoices should be brought to your Resolute Consultant's attention within 30 days of the receipt of the invoice. Any comments received after 30 days cannot be considered.</b>

1. All communications by the parties shall be treated as strictly confidential by the mediator, by the parties and by their representatives. The mediator will not disclose any information learned during the mediation without the express permission of the parties. Confidential matters disclosed in a private meeting or caucus with one party will not be divulged to the other party without the consent of the party making the disclosure.

2. Only plaintiffs, plaintiff's attorneys, insurance company representatives, defendants, and their attorneys will be present during the conference, unless otherwise agreed to by the parties.

3. The parties agree that the Mediation and all related proceedings are non-discoverable and inadmissible in any litigation, and also that the mediator shall not be subpoenaed to appear and shall not be competent to testify in any local, state or federal court.

4. We further agree that although the mediator we have agreed to is an attorney, former Judge, Justice or Chief Justice, we understand and agree that he/she acts in capacity of a NEUTRAL MEDIATOR and in no way represents us or our clients as a lawyer. He/She cannot and will not provide legal, tax or financial advice.
5. We agree that Resolute Systems, LLC and the neutral mediators are immune from suit and we agree to indemnify and hold them harmless from any and all liability while acting in their capacity as a mediator.

6. We further agree that certain information cannot be kept confidential. Any communication made in an alternative dispute resolution process about child abuse, commission of an act in furtherance of a crime or fraud, or plan to commit a crime or fraud is not privileged and must be reported to appropriate authorities. Subject to the above limitation, our mediators agree that any communication during a private caucus that the parties wish to be kept confidential will not be revealed. In turn, we agree not to subpoena our neutral mediator, or otherwise attempt to coerce or disclose any communications concerning our mediation. We expressly agree that the mediator shall not be subpoenaed in any other proceeding concerning this dispute and that any documents developed during the mediation conference shall not be subject to subpoena. All discussions, representations and statements made at the mediation conference shall be privileged as settlement negotiations and nothing related to the conference shall be admitted at trial or subject to discovery.

↓

Matthew Rozea, Defense Attorney

Ira Goldstein, Defense Attorney (631)777-2330

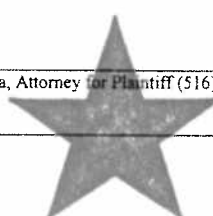
Date

Date

Frank Andrea, Attorney for Plaintiff (516)739-0081

Date

Date



## INVOICE

**Resolute Systems, LLC**



**Dispute Resolution Worldwide**

Invoice #:4973846

Fed. ID# 84-1714552

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

***Remit payment to:***

1661 N. Water Street, Suite 501  
Milwaukee, WI 53202  
(414) 276-4774  
1-800-776-6060

**Matter:** Ellen Goldman and Robert Goldman v. Manetto Hill Jewish Center, Town of Oyster Bay and Town of Oyster Bay Highway Department

**Conference Date:** 04/03/2017

**Your #:** N/A

**Mediator:** Joseph P. Spinola

**Mediation Conference Fees**

Deposit covers case management fee and two hours of the Mediator's conference time .

***Hourly fees for review or additional conference time are assessed and billed post-conference.***

Parties shall pay fees in accordance with the Mediation Confirmation.

Please return payment and a copy of this invoice within seven days of receipt.  
MasterCard and Visa can be accepted - please call (800) 776-6060 for further information.

**PAYMENT TERMS: DUE UPON RECEIPT**

If you have already remitted payment, please disregard this invoice. Thank you.

THIS IS YOUR PORTION OF THE FEES . . . Please pay this entire amount. We appreciate your business and hope to serve you again soon.

**TOTAL**

**\$815.00**



WHEREAS, by Resolution No. 753-2015, adopted on December 15, 2015, the Town Board authorized and directed Hirani Engineering & Land Surveying, P.C., to provide on-call engineering services in connection with Contract No. PWC 07-16, On-Call Engineering Services Relative to Civil Engineering, for a two-year term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated March 13, 2017, and Hirani Engineering & Land Surveying, P.C., by letter dated March 8, 2017, requested Town Board authorization for Hirani Engineering & Land Surveying, P.C., to provide on-call engineering services under Contract No. PWC 07-16, in connection with services for the structural investigation of the Hicksville Parking Facility, and further requested that the Comptroller issue an encumbrance order in an amount not to exceed \$52,100.00, with funds to be drawn from Account No. HWY H 5997 20000 000 0811 016; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated March 13, 2017, and Hirani Engineering & Land Surveying, P.C., by letter dated March 8, 2017, requested to utilize Future Tech Consultants of New York, as a sub-consultant relative to this Project, for structural testing services,


NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth, are hereby approved, and Hirani Engineering & Land Surveying, P.C., is hereby authorized to proceed to provide services under Contract No. PWC 07-16, and utilize Future Tech Consultants of New York as a sub-consultant relative to this Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$52,100.00, for Contract No. PWC 07-16, with funds to be drawn from Account No. HWY H 5997 20000 000 0811 016.

-#-

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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works

  
Reviewed By  
Office of Town Attorney

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

March 6, 2017

TO: MEMORANDUM DOCKET

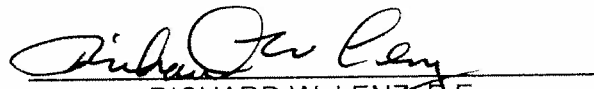
FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS


SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC 07-16  
ON CALL SERVICES RELATIVE TO CIVIL ENGINEERING  
SUPPLEMENTAL MEMO TO FOLLOW

---

The consultant, Hirani Engineering & Land Surveying P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 07-16 by Resolution No. 754-2015 for the subject project.

It is hereby requested that a space be reserved on the March 21, 2017 docket calendar while the Department of Public Works, Division of Engineering prepares the necessary documentation for the Town Board to take action regarding the proposed engineering services for Hirani Engineering & Land Surveying P.C under On-Call Engineering Services contract No. PWC 07-16.

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

  
RWL/MR/DDM/dz

Attachment

cc: Office of the Town Attorney (w/10 copies)  
Christine Wiss, Deputy Comptroller  
Kathy Stefanich, Administrative Division/DPW  
Joseph Pinto, Councilman

PWC 07-16 HIRANI RESERVE DKT

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request that LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers, be authorized to provide on-call engineering services in connection with Contract No. PWC07-16, On-Call Engineering Services, Relative to Civil Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers have an open-ended service agreement with the Town under which the services will be provided; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers are hereby authorized and directed to provide on-call engineering services, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreement with the Town, upon presentation of a duly certified claim, after audit.

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works

Reviewed By  
Office of Town Attorney

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

MARCH 13, 2017

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL MEMO TO ITEM NO. 24  
DOCKET OF MARCH 7, 2017  
ON-CALL ENGINEERING SERVICE REQUEST RELATIVE TO CIVIL ENGINEERING  
AND USE OF SUB-CONSULTANT  
CONTRACT NO. PWC07-16  
ACCOUNT NO.: HWY-H-5997-20000-000-0811-016  
PROJECT ID NO. 0811 HWYST-01

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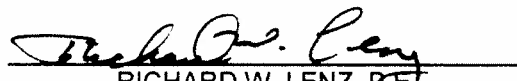
In furtherance to Item No. 24 of the docket of March 7, 2017, the consultant, Hirani Engineering & Land Surveying, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC07-16 by Resolution No. 753-2016 for the subject project.

Attached is a letter dated March 8, 2017 from Hirani Engineering & Land Surveying, P.C. regarding the scope of work to be performed in an amount not to exceed \$52,100.00. Services to be performed include the performance of a structural investigation of the Hicksville Parking Facility.

Attached is an availability of funds in the amount of \$52,100.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. HWY-H-5997-20000-000-0811-016.

The office of Hirani Engineering & Land Surveying, P.C. further request to utilize, as a sub-consultant, Future Tech Consultants of New York, Inc. for structural testing services.

It is hereby requested that the Town Board authorize by Resolution Hirani Engineering & Land Surveying, P.C. under Contract No. PWC07-16, On-Call Engineering Services Relative to Civil Engineering, and requests that the Comptroller be directed to issue an encumbrance order for this purpose, and that Hirani Engineering & Land Surveying, P.C. be authorized to use, as sub-consultant, Future Tech Consultants of New York, Inc.

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

RWL/MR/dz

Attachment

cc: Office of the Town Attorney (w/10 copies)  
Christine Wiss, Deputy Comptroller  
Kathy Stefanich, Administrative Division/DPW  
John Bishop, Acting Commissioner/Highways  
Daniel Midgette, Division of Engineering

PWC07-16 HIRANI DOCKET HIX GARAGE STUDY FUNDS



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



Requesting Division/Department

HIGHWAY

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

Contract Number PWC07-16

Contract Period JANUARY 1, 2016 - DECEMBER 31, 2017

Consultant/Contractor HIRANI ENGINEERING & LAND SURVEYING, P.C.

Discipline CIVIL ENGINEERING

Total Authorization \_\_\_\_\_

Resolution No. 753-2015 Date 12/15/2015

Funded To Date \_\_\_\_\_

Amount Requested \$52,100.00

Account To Be Used 0811 HWY ST - 01 HWY-H-5997-20000 000-0811-016

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.*

HICKSVILLE PARKING GARAGE STUDY

Work To Be Completed In Contract Period:

Yes ☒ No ☐

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

Required Insurances Are In Effect:

Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect:

Yes ☐ No ☐ N/A ☒

Amount of Bond \$ \_\_\_\_\_

**Requesting Division/Department**

Signature

Title

Date

John P. Bishop  
Acting Commissioner Hwy  
3-13-17

**DPW Approval**

Only To Be Executed By The Commissioner

Signature

Title

Date

Frederick W. Long  
Commissioner of Public Works  
3/13/17

**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 52,100.00

Unencumbered Balance 52,100.00

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

Yes ☒ No ☐

Signature

Date

[Signature]

3/13/17



# 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 1/1/2016

Contract No. PWC07-16

Contract End 12/31/2017

Commencement Date MARCH 8, 2017

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

Vendor Name and Address

HIRANI ENGINEERING & LAND SURVEYING, P.C.

30 JERICHO EXECUTIVE PLAZA

SUITE 200C

JERICHO, NEW YORK 11753

Requesting Town Department HIGHWAY

Contact DANIELLE MIDGETTE Phone 516-677-5897

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

HICKSVILLE GARAGE STUDY

**This work order shall not exceed \$ \$52,100.00**

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

**Requesting Division/Department**

Signature

Title

Date

**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature

Commissioner of Public Works

Date





Hirani Group

## Hirani Engineering & Land Surveying, P.C.

Engineers ■ Land Surveyors ■ Construction Managers

30 Jericho Executive Plaza, Suite 200C ■ Jericho, NY 11753 ■ 516-248-1010 ■ Fax: 516-248-9018

***Confidential: the contents of this document are confidential and intended solely for the recipient. Reproduction of or forwarding to anyone not directly sent this document is strictly forbidden.***

March 8, 2017

Mr. Richard Lenz  
Commissioner  
Department of Public Works  
150 Miller Place  
Syosset, New York 11791-5699

Re: Hicksville Garage  
Hicksville, New York

Dear Mr. Lenz,

Hirani Engineering & Land Surveying, P.C., (Hirani), is pleased to submit this proposal for engineering services for the above referenced project. In accordance with our discussions and the site meeting, Hirani will provide the necessary engineering services as outlined below.

**Scope of Services:**

**Phase One** - Hirani will focus this phase of the study on the investigation of the primary cracking seen on both the Lower Level 1 and Grade Level, between column lines 7-8 and 12-13. These will be investigated for a determination of the integrity of the slabs.

1. Using the bid documents provided by the Town, Hirani will evaluate the design and investigate the causes for the cracking of the structure at these locations.
2. Hirani will utilize Future Tech Consultants (FTC) of New York, Inc. as its' sub-consultant and coordinate with them the location and types of testing that will be performed, i.e. cores, GPR, pachometer equipment, probes, etc. for the two levels.
3. Hirani will prepare a report of findings for review by the Town which will recommend whether shoring, a temporary repair or permanent solution be utilized.

Our fee to provide the **Phase One** engineering services will be **\$18,000.00**. Additionally, we estimate the **Phase One** testing to be **\$24,100.00** and will include the following:

- Investigative Survey ( includes men & scanning equipment)
- Drilling of cores ( 16 cores are estimated)
- Preparation and compression testing of cores
- Patching of core hole
- Final Report of test results.

We estimate that the bid document review and testing will take a minimum of 2 – 4 weeks before a recommendation can be made.

**Phase Two** – upon completion of the **Phase One** report, Hirani will design the shoring, repairs, or permanent solution recommended in the report. Hirani will take into consideration minimizing the impact to the residents while maximizing the Towns' safety concerns.

Our fee for **Phase Two** is estimated to be \$10,000.00. Should these costs become considerably higher as a result of the Phase One report, Hirani will notify the Town and request to re-negotiate a fair and equitable fee.

**Phase Three** – Upon completion of Phases One & Two, Hirani will review the bid documents for the structure as a whole and will submit a separate proposal to address the additional concerns that the Town may have.

**Payment Terms and Conditions:**

1. All professional fees described in the Scope of Services will be upon completion of the phase or as progress deems necessary based upon the percentage of work complete, except when services are provided on a time card and materials basis.
2. All reimbursable expenses will be billed monthly as they are incurred.
3. Additional services rendered, will be billed on a time and materials expended basis in accordance with the attached rate schedule.

**Exclusions:**

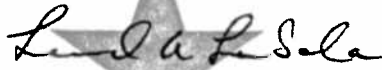
1. Any associated laboratory or testing fees.
2. Slabs need to be free and clear for scanning and core drilling.
3. Survey is an approximation, for exact measurements probes need to be performed.
4. Full access to all areas of testing including scaffolds or ladders, if necessary, to be provided by others.
5. Survey does not depict any non-metallic embedded items.
6. Cores to be tested as per ASTM C42, which states cores, require a minimum of 5 days of curing after extraction.
7. Patching of core holes to be provided if required.
8. Hirani and FTC will not be responsible for drilling through or any repair to waterproofing membrane.
9. Water and electric to be provided by others.
10. We cannot guarantee that any embedded steel, conduit, cable, etc. will be detected to avoid drilling through, though we will exercise reasonable diligence in attempting to avoid drilling through such materials.
11. Hirani and FTC is not responsible for removal of finished areas to obtain cores or to replace area to original condition.
12. Hirani and FTC is not liable for damages to any finishes or finishes of surrounding area caused by the testing.
13. Protection of finishes and surrounding area by others.

14. Hirani and FTC is not liable for damages to equipment, materials or surrounding area caused by the testing due to conditions not reasonably foreseeable by Hirani and FTC.

If you require further information or have any questions, please contact our office. If these terms are acceptable, please provide Hirani with your standard form of authorization.

Thank you for considering the services of Hirani Engineering & Land Surveying, P.C. We look forward to working with you.

Regards,  
Hirani Engineering and Land Surveying, P.C.



Leonard A. LaSala, P.E.  
Vice President, Engineering

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request that LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers, be authorized to provide on-call engineering services in connection with Contract No. PWC07-16, On-Call Engineering Services, Relative to Civil Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers have an open-ended service agreement with the Town under which the services will be provided; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers are hereby authorized and directed to provide on-call engineering services, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreement with the Town, upon presentation of a duly certified claim, after audit.

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works

Reviewed By  
Office of Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed amendment to the Code of the Town of Oyster Bay, Chapter 203, Speed Limits, adopting a new Local Law, entitled, "A LOCAL LAW TO AMEND CHAPTER 203 – SPEED LIMITS, SECTION 203-7. FORTY-FIVE MILES PER HOUR AT SPECIFIC LOCATIONS OF THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK.", which, if adopted, would create a speed zone of forty-five (45) miles per hour on the Long Island Expressway South Service Road from the easterly side of Route 107, eastbound to South Oyster Bay Road, in the Hamlets of Jericho and Syosset

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on March 7, 2017, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated February 27, 2017, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 16, relative to "installation of traffic control devices on existing streets, roads and highways", and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 16; and be it further

RESOLVED, By the Town Board of the Town of Oyster Bay as follows: That said Local Law No. 3 -17, to amend the Code of the Town of Oyster Bay, Chapter 203-Speed Limits, entitled, "A LOCAL LAW TO AMEND CHAPTER 203 – SPEED LIMITS, SECTION 203-7. FORTY-FIVE MILES PER HOUR AT SPECIFIC LOCATIONS OF THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK.", is hereby adopted, and shall take effect immediately upon filing same with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Highway  
Traffic Safety

Reviewed By  
Office of Town Attorney

Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, by Town Board Resolution 545-2016, adopted on September 27, 2016, the Town Board authorized the Town Attorney to negotiate an agreement with Lessing's, Inc., 3500 Sunrise Highway, Building 100, Suite 100, Great River, New York, to provide Food and Beverage Concession Services at the Hon. Joseph Colby Town of Oyster Bay Golf Course, Woodbury, New York, for the period beginning September 26, 2016 through and including January 1, 2017; and

WHEREAS, by Town Board Resolution 34-2017, the Town Board extended the license with Lessing's, Inc. through and including March 31, 2017 in order to accommodate an on-going request for proposal process to secure a long-term concessionaire; and

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated March 15, 2017, has advised that subsequent to the adoption of Resolution 34-2017, the request for proposals was distributed and responses were received, but that due to scheduling issues, an award of the long-term concession license was not possible prior to the March 31, 2017 expiration date; and

WHEREAS, in an effort to avoid any lapse in service at the Golf Course facility, Commissioner Pinto has recommended that the Town Board extend the license with Lessing's, Inc. through and including April 30, 2017 so that the responses may be evaluated and an award of the license made by the Town Board; and

WHEREAS, in consideration of this one month extension, Lessing's, Inc. has agreed to pay to the Town a sum equal to twenty-five (25) percent of its gross receipts for the month of April, which sum shall be pro-rated in the event that Lessing's, Inc. vacates the Golf Course facility sooner than April 30, 2017,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation hereinabove set forth is hereby approved, and the term of the agreement with Lessing's, Inc., 3500 Sunrise Highway, Building 100, Suite 100, Great River, New York 11739, to provide Food and Beverage Concession Services at the Hon. Joseph Colby Town of Oyster Bay Golf Course, Woodbury, New York, shall be extended March 31, 2017 through April 30, 2017, and be it further

RESOLVED, That Lessing's, Inc. shall pay to the Town a sum equal to twenty-five (25) percent of its gross receipts for the month of April, 2017, which receipts shall be subject to the review and audit of the Comptroller, and be it further

RESOLVED, That the Supervisor or his designee shall be authorized to execute any document necessary to effect such extension.

#

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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

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# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: March 15, 2017

SUBJECT: Extension of Golf Course Concession License Agreement


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On September 27, 2016, the Town Board adopted Resolution 545-2016, which authorized the Town Attorney to negotiate an agreement with Lessing's, Inc., 3500 Sunrise Highway, Building 100, Suite 100, Great River, New York, for the purpose of providing Food and Beverage Concession Services at the Hon. Joseph Colby Town of Oyster Bay Golf Course, Woodbury, New York, for the period beginning September 26, 2016 through and including January 1, 2017, Pursuant to Resolution 34-2017, the term of the license was extended through and including March 31, 2017 in order to accommodate the on-going request for proposal process.

Subsequent to the adoption of Resolution 34-2017, the request for proposals was distributed, a walkthrough of the Golf Course facility was conducted with prospective concessionaires, many questions were received from the proposers and answers were provided thereto, and, ultimately, responses to the request for proposals were received by this Department. However, due to scheduling issues, which were complicated by the recent weather events, the Town has not been able to fully evaluate the responses in an effort to award the concession license prior to March 31, 2017.

Consequently, and in effort to avoid any lapse in service to Town residents or patrons, it is this Department's recommendation that the license with Lessing's, Inc. be extended through April 30, 2017 so that the long-term concession license may be awarded by the Town Board.

Accordingly, kindly suspend the rules and place this item on the March 21, 2017 action calendar.

  
Joseph G. Pinto  
Commissioner

JGP:ld  
cc: Town Attorney + 10 copies



# Town of Oyster Bay

## Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 21, 2017

SUBJECT: Extension of License Agreement with Lessing's, Inc.  
Supplemental to Item 22 of the March 14, 2017 Memorandum Docket

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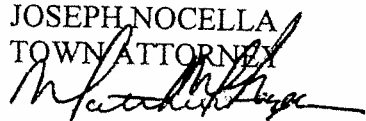
Subsequent to drafting and posting Resolution 149-2017, this Office had a telephone conference with Brian Egan, Esq., counsel for Lessing's, Inc. ("Lessing's"), regarding Lessing's willingness to continue serving as the Town's short-term concessionaire at the Town of Oyster Bay Golf Course until April 30, 2017.

As noted in the memorandum relative to this docket item, the extension until April 30, 2017 is necessary in order to avoid a gap in service while the Town concludes the process to award a long term concession license at the Golf Course facility. However, Lessing's counsel indicated that it would serve as the short-term concessionaire only if the license fee were renegotiated in view of certain operational considerations.

Thus, as proposed during the March 21, 2017 telephone conference with Mr. Egan, Lessing's is willing to stay on as the short-term concessionaire if the Town agrees to accept twenty-five percent of Lessing's gross receipts in April, 2017 as a license fee, which fee will be pro-rated in the event that Lessing's vacates the Golf Course facility sooner than April 30, 2017.

Given the need to ensure continuity in concession services, this Office finds Lessing's proposal to be reasonable, and recommends that the Town Board extend the license until April 30, 2017 subject to Lessing's paying the Town a sum equal to twenty-five percent of its gross receipts in April, 2017.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Matthew M. Rozea  
Deputy Town Attorney

MMR:mmr

cc: Town Attorney (with 10 copies)

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WHEREAS, pursuant to Domestic Relations Law Section 11-C, the Town Board is authorized to appoint one or more marriage officers, who shall be authorized to solemnize a marriage in accordance with the provisions of law; and

WHEREAS, Anthony D. Macagnone, Town Councilman, by memorandum dated March 16, 2017, has requested that the Town Board appoint him, to serve as a marriage officer, in order to perform a wedding ceremony without fee, on Tuesday, March 28, 2017,

NOW, THEREFORE, BE IT RESOLVED, That pursuant to New York State Domestic Relations Law Section 11-C, the Town Board hereby appoints Anthony D. Macagnone, Town Councilman, to serve as a marriage officer of the Town of Oyster Bay on Tuesday, March 28, 2017.

-#-

Reviewed By  
Office of Town Attorney  
*Robert V. Aluppa*

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	Abstain
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Town Board

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**Town of Oyster Bay  
Town Board Office  
Inter-Departmental Memorandum**

Date: March 16, 2017

To: Memorandum Docket

From: Anthony D. Macagnone, Councilman

Subject: Marriage Officer

---

I, Anthony Macagnone, Town Councilman, am seeking Town Board approval to be appointed as a marriage officer so that I may perform a wedding ceremony without fee on Tuesday, March 28, 2017 at 4:00 pm.

Thank you for your attention regarding this matter.

Sincerely,



Anthony D. Macagnone  
Councilman

ADM:md

cc: Town Attorney ( with 10 copies)

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

WHEREAS, Joseph Nocella, Town Attorney, and Regan Lally, Assistant Town Attorney, by memorandum dated March 16, 2017, state that an auto accident occurred on February 13, 2017 with a 2011 Ford Van, Plate # 79699MB, striking the Town of Oyster Bay owned vehicle, a 2010 Toyota Prius Plate # AL 7884, resulting in a total loss of the Town vehicle; and

WHEREAS, after extensive settlement negotiations, this case can be settled by the Town accepting \$11,777.13 for the totaled 2010 Toyota Prius Plate # AL 7884, with said vehicle being acquired and removed by Liberty Mutual Insurance Company; and

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, acceptance of the sum of \$11,777.13 is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as a settlement of the total value of the 2010 Toyota Prius Plate # AL 7884, and the Town is hereby authorized and directed to accept payment therefor, with the monies to be deposited into Account No. TWN AMS 00001 02680 000 0000 000.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

Reviewed By  
Office of Town Attorney

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# Town of Oyster Bay Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET

**FROM** : Office of the Town Attorney

**DATE** : March 16, 2017

**SUBJECT:** Settlement of Property Damage Claim  
2010 Toyota Prius License Plate # AL7884

---

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

The above referenced claim arose as a result of an accident that occurred on February 13, 2017. A 2011 Ford Van, Plate # 79699MB, operated by Alfredo Sisa, crossed over into the oncoming lane and struck the Town of Oyster Bay owned vehicle, a 2010 Toyota Prius Plate # AL 7884 operated by Maryann Webb.

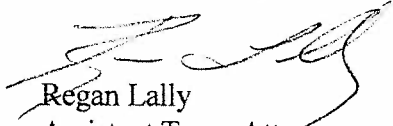
The Toyota Prius owned by the Town of Oyster Bay was a total loss.

Mr. Alfredo Sisa is insured by Safeco Insurance, which is a Liberty Mutual Company.

After extensive settlement negotiations, this matter can be settled for \$11,777.13 with Safeco Insurance, a Liberty Mutual Company, paying the Town of Oyster Bay the above mentioned amount and receiving title of the totaled 2010 Prius to be disposed of by Liberty Mutual.

Accordingly, we have attached a resolution authorizing the acceptance of an \$11,777.13 payment from Liberty Mutual to fully settle the property damage to the Town's vehicle, with the monies to be deposited into Account No. TWN AMS 00001 02680 000 0000 000.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Regan Lally  
Assistant Town Attorney

RUL:ba  
Attachment  
cc: Town Attorney (with 10 copies)



S:\Attorney\RESOS 2017\MD & RESO\Toyota Prius Property DamageSettlementrl.docx

WHEREAS, pursuant to Town Board Resolution 786-2013, the Town Board authorized the retention of Covington and Burling, LLP, 1201 Pennsylvania Avenue, N.W., Washington, D.C. for the purpose of representing the Town's interests in litigation brought by the United States Department of Justice and the New York State Division of Human Rights relative to the Town's housing programs; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated March 20, 2017 have advised that there are outstanding invoices from Covington and Burling, LLP totaling \$985,996.69; and

WHEREAS, the Office of the Town Attorney has negotiated a discount of \$235,996.69 in Covington and Burling, LLP's invoices, leaving a due and owing balance of \$750,000.00; and

WHEREAS, pursuant to Town Board Resolution 517-2015, the Town Board authorized the retention of Quinn, Emanuel, Urquhart, and Sullivan, LLP, 51 Madison Avenue, New York, New York in connection with litigation relative to issues surrounding a former Town concessionaire; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated March 20, 2017, have advised that there are outstanding invoices from Quinn, Emanuel, Urquhart, and Sullivan, LLP totaling \$601,304.06; and

WHEREAS, the Office of the Town Attorney has negotiated a discount of \$61,432.27 in Quinn, Emanuel's invoices, leaving a due and owing balance of \$539,871.79; and

WHEREAS, by the aforementioned memorandum, it is recommended that the Town Board authorize payment to Quinn, Emanuel, Urquhart, and Sullivan, LLP in the amount of \$539,871.79 and to Covington and Burling, LLP in the amount of \$750,000.00, with funds to be drawn from Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the authorization of an amount not to exceed \$750,000.00 for purposes of payment to Covington and Burling, LLP and an amount not to exceed \$539,871.79 for purposes of payment to Quinn, Emanuel, Urquhart, and Sullivan, LLP for legal fees, costs and disbursements as outside counsel; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to pay said outside counsel for legal fees, costs and disbursements rendered, upon the submission of a duly certified claim, after approval by the Office of the Town Attorney, and after audit, with funds available in Account No. OTA A 1420 44110 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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)

Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, pursuant to public notice, bids were duly and regularly received for Construction Contract relative to Concrete Replacement Throughout the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. H16-146, and said bids were publicly opened and read on December 21, 2016; and

WHEREAS, the lowest responsible bid submitted was that of Laser Industries, Inc., 1775 Route 25, Ridge, New York 11961, with a bid in the amount of \$3,893,457.00; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated February 3, 2017, and Joseph R. Epifania, PE, by letter dated January 30, 2017, recommend that the bid as hereinabove set forth be accepted,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, the Supervisor is hereby authorized to enter into Contract No. H16-146 with Laser Industries, Inc., in the amount of \$3,893,457.00, in accordance with the provisions thereunder; and be it further

RESOLVED, That in accordance with Town policy, the amount of \$194,672.85 shall be encumbered for potential quantity increases, for a total bid encumbrance in the amount of \$4,088,129.85, this funding represents remaining balances of the 2015 Highway Department's capital budget, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008; and be it further

RESOLVED, that funds are available to satisfy the encumbrance in the amount of \$4,088,129.85 from Account No. HWY H 5197 20000 000 1503 008.

-#-

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
Councilman Coschignano	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Absent
Councilman Imbroto	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works  
Highway  
General Services

Reviewed By  
Office of Town Attorney

# Town of Oyster Bay

## Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET

**FROM** : Office of the Town Attorney

**DATE** : March 20, 2017

**SUBJECT:** Satisfaction of Outside Counsel Fees  
Covington and Burling, LLP  
Quinn, Emanuel, Urquhart, and Sullivan, LLP

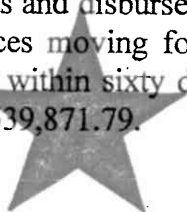
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Pursuant to Town Board Resolution 786-2013, the Town Board authorized the retention of Covington and Burling, LLP, 1201 Pennsylvania Avenue, N.W., Washington, D.C. for the purpose of representing the Town's interests in litigation brought by the United States Department of Justice and the New York State Division of Human Rights relative to the Town's housing programs. The litigation has proceeded beyond the pleading stage and is in the discovery phase, all of which required Covington to engage in a significant amount of work.

At present, there are outstanding Covington invoices totaling \$985,996.69. However, this Office engaged in negotiations with Covington, which resulted in an approximate twenty-five percent discount from the fees owed. Thus, after applying the discount, the amount due to Covington totals \$750,000.00. Covington has also agreed to apply a fifteen percent discount to all invoices moving forward, exclusive of costs and disbursements, provided that such invoices are paid within sixty days of their receipt.

Further, pursuant to Town Board Resolution 517-2015, the Town Board authorized the retention of Quinn, Emanuel, Urquhart, and Sullivan, LLP, 51 Madison Avenue, New York, New York in connection with litigation relative to issues surrounding a former Town concessionaire. Since the time of Quinn, Emanuel's retention, litigation has materialized and the firm has been actively engaged in all matters relative to that litigation and the circumstances attendant thereto.

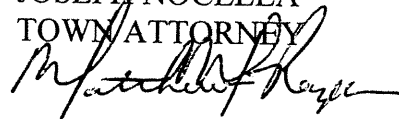
At present, there are outstanding Quinn, Emanuel invoices totaling \$601,304.06. This past Saturday, March 18, 2017, however, this Office finalized negotiations with the handling partner at Quinn, Emanuel that will result in the firm applying a ten percent discount to the amount owed to the firm, exclusive of costs and disbursements. Moreover, the firm will apply a seven percent discount on all invoices moving forward, exclusive of costs and disbursements, provided that the invoice is paid within sixty days of their receipt. As such, the amount currently due, after discount, totals \$539,871.79.



Thus, between the two firms, this Office's negotiations have resulted in a combined \$297,428.96 in savings on legal fees in these matters, exclusive of costs and disbursements.

Both firms have indicated that these discounts are contingent upon receiving payment by the close of April, 2017. Consequently, this Office recommends that the Town Board authorize payment to Quinn, Emanuel, Urquhart, and Sullivan, LLP in the amount of \$539,871.79 and to Covington and Burling, LLP in the amount of \$750,000.00, with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

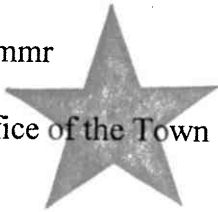
JOSEPH NOCELLA  
TOWN ATTORNEY



Matthew M. Rozea  
Deputy Town Attorney

MMR:mmr

cc: Office of the Town Attorney (with 10 copies)





Meeting of September 1, 2015

Resolution No. 517-2015

*John M. ...*  
Reviewed By  
Office of Town Attorney

WHEREAS, the Office of the Town Attorney anticipates potential litigation, and it is in the Town's best interest to retain outside counsel, to assist the Office of the Town Attorney to ensure proper protection of the Town's interests; and

WHEREAS, the foregoing matters involve the utilization of resources beyond what can be supplied by the Office of the Town Attorney, and knowledge of legal issues of a specialized nature; and

WHEREAS, Leonard Genova, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum dated August 27, 2015, recommend that the law firm of Quinn, Emanuel, Urquhart and Sullivan, LLP, 51 Madison Avenue, New York, New York, 10010, be retained to represent the Town as special counsel for potential litigation, nunc pro tunc from May 1, 2015; and

WHEREAS, Leonard Genova, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum dated August 27, 2015, recommend that due to the aforementioned firm's unique qualifications and the Town's pressing need for legal representation, a waiver of the Procurement Policy is proper,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Leonard Genova, Town Attorney, and Thomas M. Sabellico, Special Counsel, the law firm of Quinn, Emanuel, Urquhart and Sullivan, LLP, 51 Madison Avenue, New York, New York, 10010, is hereby retained to represent the Town as special counsel for potential litigation, nunc pro tunc from May 1, 2015; and be it further

RESOLVED, That this Town Board find a waiver of the Procurement Policy to be proper, due to the aforementioned firm's unique qualifications and the Town's pressing need for legal representation; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, or any other appropriate account, upon submission of a duly certified claim and fee schedule, approved by the Town Attorney, after audit.

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

Meeting of November 12, 2013

Resolution NO. 786-2013

WHEREAS, the Office of the Town Attorney anticipates significant litigation with regard to the United States Justice Department investigation of various housing issues in the Town of Oyster Bay, and it is in the Town's best interest to retain outside counsel, at this time, to assist the Office of the Town Attorney to ensure proper protection from imminent suit by the Justice Department against the Town; and

WHEREAS, the foregoing matters involve the utilization of resources beyond what can be supplied by the Office of the Town Attorney, and knowledge of legal issues of a specialized nature; and

WHEREAS, Leonard Genova, Town Attorney, and Frederick E. Mei, Deputy Town Attorney, by memorandum dated October 25, 2013, recommend that the law firm of Covington and Burling LLP, 1201 Pennsylvania Avenue N.W., Washington, D.C., 20004, be retained to represent the Town as special counsel for litigation relating to the Justice Department's investigation of the various housing issues in the Town, at a cost not to exceed \$250,000, plus costs and disbursements; and

WHEREAS, Leonard Genova, Town Attorney, and Frederick E. Mei, Deputy Town Attorney, by memorandum dated October 25, 2013, recommend that due to the aforementioned firm's unique qualifications and the Town's pressing need for legal representation, a waiver of the Procurement Policy is proper,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Leonard Genova, Town Attorney, and Frederick E. Mei, Deputy Town Attorney, the law firm of Covington and Burling LLP, 1201 Pennsylvania Avenue N.W., Washington, D.C., 20004, is hereby retained to represent the Town as special counsel for litigation relating to the Justice Department's investigation of the various housing issues in the Town, at a cost not to exceed \$250,000, plus costs and disbursements; and be it further

RESOLVED, That this Town Board find a waiver of the Procurement Policy to be proper, due to the aforementioned firm's unique qualifications and the Town's pressing need for legal representation; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. A1420.4520, or any other appropriate account, upon submission of a duly certified claim and fee schedule, approved by the Town Attorney, after audit.

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

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)

Reviewed By  
Office of Town Attorney