


Reviewed By  
Office of Town Attorney  


APPROVED

  
COMMISSIONER OF HUMAN RESOURCES

Meeting of October 3, 2017

RESOLUTION P-22 -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
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Human Resources  
Payroll

Meeting of October 3, 2017

Resolution No. TF-14-2017

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

ITEM NO.	DEPT.	AMOUNT	FROM
036-17	HWY	\$ 7,095.65	HWY DB 5110 41730 000 0000
			TO
			HWY DB 5110 41600 000 0000
			FROM
		\$ 6,557.16	HWY DB 5110 41400 000 0000
			TO
			HWY DB 5110 41600 000 0000
			FROM
		\$ 425.70	HWY DB 5110 41770 000 00000
			TO
			HWY DB 5110 41600 000 0000
			FROM
		\$ 1,500.00	HWY DB 5110 46100 000 0000
			TO
			HWY DB 5110 41600 000 0000
			FROM
		\$ 1,000.00	HWY DB 5110 44900 000 0000
			TO
			HWY DB 5110 41600 000 0000
			FROM
037-17	ROT	\$ 600.00	ROT A 1330 41300 0000
			TO
			ROT A 1330 47900 000 0000

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

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

cc: Supervisor (2)  
Town Attorney  
Comptroller (2)  
Highway  
Receiver of Taxes

Reviewed By  
Office of Town Attorney  
*[Signature]*

2A

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

September 14, 2017

**TO: MEMORANDUM DOCKET**

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

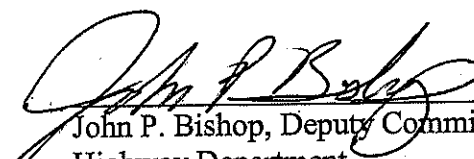
**SUBJECT: TRANSFER OF FUNDS**

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Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> HWY DB 5110 41730 000 0000	ASPHALT	\$7,095.65
HWY DB 5110 41400 000 0000	UNIFORMS	\$6,557.16
HWY DB 5110 41770 000 0000	SAND, STONE & GRAVEL	\$ 425.70
HWY DB 5110 46100 000 0000	EQUIPMENT MAINTENANCE	\$1,500.00
HWY DB 5110 44900 000 0000	OTHER CONTRACTS	<u>\$1,000.00</u>
		\$16,578.51
 <u>To:</u> HWY DB5110 41600 000 0000	 MATERIALS & SUPPLIES	 \$16,578.51

This transfer is necessary to provide funds to purchase steel grates that are failing or collapsing at various locations within the Town of Oyster Bay. In addition, materials are required to operate to December 31, 2017. With Storm and snow season, blades, oil to protect truck beds from sand and salt corrosion, etc.

  
John P. Bishop, Deputy Commissioner  
Highway Department

JPB/dp

C: Town Attorney (7)  
Comptroller's Office  
Richard Lenz, P.E., Commissioner of DPW/Highway



2B



## TOWN OF OYSTER BAY

Office of the Receiver of Taxes

# INTER-DEPARTMENTAL MEMO

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**TO:** MEMORANDUM DOCKET

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

**RE:** TRANSFER OF FUNDS

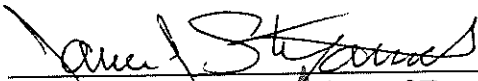
**DATE:** September 22, 2017

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The Receiver of Taxes requests Town Board authorization to transfer the following funds:

FROM:	ROT A 1330 41300 000 0000	OFFICE SUPPLIES	\$600.00
TO:	ROT A 1330 47900 000 0000	OTHER EXPENSES	\$600.00

The transfer will accommodate the cost of updated law books and shredding services through year end.

  
James J. Stefanich, Receiver of Taxes

Town Attorney (Original +7 copies)



WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated August 31, 2017, has requested Town Board approval to employ the services of the performers listed in the table attached to, and made a part of, said memorandum, for the 2017-2018 Distinguished Artists Concert Series, for the dates and locations indicated, each performer to be paid a fee of \$350.00, for a total not to exceed \$2,100.00,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the request as hereinabove set forth to employ the services of the performers, for the dates, locations and fees as stated in said memorandum and the attached list for the 2017-18 Distinguished Artists Concert Series; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for each performer at a fee of \$350.00, for a total not to exceed \$2,100.00, upon presentation of a duly certified claim, after audit, with 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
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent

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

7ms  
Reviewed By  
Office of Town Attorney

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

August 31, 2017

TO: Memorandum Docket

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

SUBJECT: 2017-2018 Distinguished Artists Concert Series

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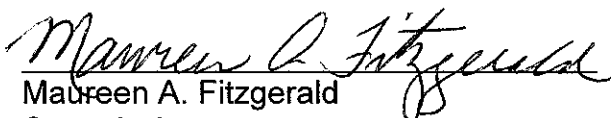
The Department of Community & Youth Services is requesting Town Board authorization to employ the services of the following performers for the dates and locations in accordance with the attached table. This program is co-sponsored by the libraries noted.

Both the Town and the individual library will each pay \$350 toward the noted performance. The Town's responsibility will not exceed **\$2,100** for the **2017** portion of the Concert Series.

In accordance with Guideline 5, Section b. of the Town Procurement Policy, the procurement of these musicians and artists is exempt from the solicitation, written proposal or quotation requirements of the policy.

Funds for these fees are available in Account CYS A 7020 47660 000 0000, Special Events.

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:SAB:dj  
Attachments  
cc: Town Attorney (+7 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 Suzanne Mueller, located at 30 Grace Ave, #P1E, Great Neck, New York 11021 (thereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Cross Island

Date: October 22, 2017

Time: 3:00 PM (a 75-90 minute performance is required)

Location: Jericho Public Library, 1 Merry Lane, Jericho, NY

Contact: Phyllis Cox (516) 935-6790 x 19

Amount: \$350.00

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

SUSAN MUELLER

\_\_\_\_\_  
CONTRACTOR

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

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

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

Meeting of October 3, 2017

Resolution No. 602-2017

WHEREAS, Ms. Lindsey Perfetto, by letter dated August 22, 2017, has offered to donate a plaque to be placed on an existing bench at TOBAY Beach, New York, to the Town of Oyster Bay, in memory of her uncle John Cuccaro; and

WHEREAS, the value of the plaque is estimated to be \$325.00; and

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated August 22, 2017, has recommended that the Town accept said donation;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts from Ms. Lindsey Perfetto the donation of a plaque to be placed on an existing bench located at TOBAY Beach, in memory of her father.

-#-

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

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

cc: Supervisor (2)  
Town Attorney  
Comptroller (2)  
Parks

Reviewed By  
Office of Town Attorney

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: August 22, 2017

SUBJECT: MEMORIAL PLAQUE

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The Department of Parks has received a request from Lindsey Perfetto (letter attached) to donate a plaque to the Town of Oyster Bay in memory of her uncle John Cuccaro to be placed at Tobay Beach.

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

The plaque will be purchased by Lindsey Perfetto and donated to the Parks Department. The value of the plaque is estimated to be \$325.00. Town Board approval is requested on behalf of Lindsey Perfetto.

  
JOSEPH G. PINTO  
COMMISSIONER OF PARKS

JGP/dl  
C: TOWN ATTORNEY (original +7 copies)  
ATTACHMENT



**Debbie LoGiudice**

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**From:** Lindsey <lindsey.perfetto@gmail.com>  
**Sent:** Tuesday, August 22, 2017 3:27 PM  
**To:** Joseph Pinto; Debbie LoGiudice  
**Subject:** Re:

Hi,

I would like to purchase and donate a plaque to be placed on an existing bench at today beach in memory of my uncle "John Cuccaro ". it's always been our family tradition to go to the beach To watch the sunset. Would be a great place / memory to always have .

My name is Lindsey perfetto  
268 Rushmore avenue  
Carle place , ny 11514  
516 204 2943

Thank you :)

Sent from my iPhone

On Aug 22, 2017, at 3:20 PM, Lindsey <[lindsey.perfetto@gmail.com](mailto:lindsey.perfetto@gmail.com)> wrote:

Hi,

I would like to purchase and donate a plaque to be placed on an existing bench at today beach in memory of "John Cuccaro "

Thank you  
Lindsey

Sent from my iPhone



WHEREAS, Hon. Colin F. O'Donnell, by letter dated August 11, 2017, has offered to donate a bench and a plaque to be placed at Theodore Roosevelt Memorial Park, Oyster Bay, New York, to the Town of Oyster Bay, in memory of his parents, Frank and Catherine O'Donnell; and

WHEREAS, the value of the bench and plaque is estimated to be \$800.00; and

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated August 23, 2017, has recommended that the Town accept said donation;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts from Hon. Colin F. O'Donnell the donation of a bench and plaque to be placed at Theodore Roosevelt Memorial Park, in memory of parents, Frank and Catherine O'Donnell.

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

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

cc: Supervisor (2)  
Town Attorney  
Comptroller (2)  
Parks

740  
Reviewed By  
Office of Town Attorney

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: August 23, 2017

SUBJECT: MEMORIAL BENCH AND PLAQUE

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The Department of Parks has received a request from Colin F. O'Donnell (letter attached) to donate a plaque and bench to the Town of Oyster Bay in memory of his parents Frank & Catherine O'Donnell to be placed at Theodore Roosevelt Memorial Park and Beach in Oyster Bay.

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

The plaque and bench will be purchased by Colin F. O'Donnell and donated to the Parks Department. The value of the plaque and bench is estimated to be \$800.00. Town Board approval is requested on behalf of Colin F. O'Donnell.

  
JOSEPH G. PINTO  
COMMISSIONER OF PARKS

JGP/dl  
C: TOWN ATTORNEY (original + 7 copies)  
ATTACHMENT  
Sarah Roche- Cimino, Community Liason



Colin F. O'Donnell

[REDACTED]  
[REDACTED] New York [REDACTED]

August 11, 2017

Joseph Pinto, Commissioner of Parks  
Town of Oyster Bay - Town Hall South  
977 Hicksville Road  
Massapequa, New York 11758

Re: Frank & Catherine O'Donnell  
Memorial Bench - Theodore Roosevelt Park

Dear Commissioner Pinto:

On behalf of my family, I request the opportunity to purchase and dedicate a bench in Theodore Roosevelt Park, Oyster Bay, in memory of my parents - Frank & Catherine O'Donnell.

Please provide my contact information, 516-[REDACTED], to the appropriate member of the Parks Department who can assist regarding this request. Your assistance in this matter is appreciated.

Very truly yours,



Colin F. O'Donnell

c.c.: George Baptista Deputy Commissioner



WHEREAS, by Resolution No. 740-2014, adopted on November 14, 2014, the Town Board authorized the Office of the Comptroller to enter into the first one (1) year extension of Contract No. PWC 036-13, On-Call Auditing Services, with Cullen and Danowski, LLP, to provide auditing services to the Town for the 2015 financial period, for the period from December 1, 2014 through November 30, 2015, in an amount not to exceed \$99,000.00; and

WHEREAS, by Resolution No. 93-2016, adopted on February 23, 2016, the Town Board amended Resolution No. 740-2014, to change the 2015 financial period stated in the resolution to the 2014 financial period, increased the authorization for Contract No. PWC 036-13 by \$25,000.00, and provided the sum of \$40,000.00 to reimburse Cullen and Danowski, LLP for out of pocket expenses incurred in relation to the completion of the audit for the 2014 financial period; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated September 12, 2017, advised the Town Board that of the \$40,000.00 authorized by Resolution No. 93-2016 for reimbursement of out of pocket expenses for the 2014 financial period, \$15,000.00 remains unspent and that those remaining funds are necessary to cover expenses for the 2015 and 2016 financial periods, and requested Town Board authorization to amend Resolution No. 93-2016 to extend coverage to the 2015 and 2016 financial periods,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is hereby approved, and the Town Board hereby amends Resolution No. 93-2016 and authorizes that the \$15,000.00 remaining from the funds authorized by Resolution 93-2016 may be applied to charges related to the preparation of the Town's financial statements for the fiscal years ended December 31, 2015 and December 31, 2016.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

Reviewed By  
Office of Town Attorney

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

**SEPTEMBER 12, 2017**

**To: MEMORANDUM DOCKET**

**From: STEVEN C. BALLAS, COMPTROLLER**

**Subject: ON-CALL PROFESSIONAL AUDITING SERVICES**  
**PWC 036-16**  
**CULLEN AND DANOWSKI, LLP**

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Town Board Resolution 93-2016 (copy attached) authorized a \$40,000.00 increase in funds to the above named firm to cover the scope of expenses related to the Town's finances not covered in the original agreement for Professional Auditing Services for the 2014 financial period. Of the \$40,000.00 authorized, \$15,000.00 remains unspent. These remaining funds are necessary to cover expenses for the 2015 and 2016 financial periods.

At this time, attached please find an Availability of Funds approved by the Director of Finance in the amount of \$9,000.00 to cover such expenses.


Therefore, it is requested that the Town Board amend Resolution 93-2016 to extend coverage to the 2015 and 2016 financial periods.

  
STEVEN C. BALLAS  
COMPTROLLER

Attachments

SCB:mr

cc: Town Attorney (7)  
Internal Audit Division (RFP File)  
Reading File



WHEREAS, by Resolution No. 740-2014, adopted on November 18, 2014, the Town Board authorized the Office of the Comptroller to enter into the first one (1) year extension of Contract No. PWC036-13, On-Call Auditing Services, with the firm Cullen and Danowski, LLP, to provide auditing services to the Town for the 2015 financial period, for the period from December 1, 2014 through November 30, 2015, in an amount not to exceed \$99,000.00; and

WHEREAS, Town Board authorization is requested to amend Resolution No. 740-2014, adopted on November 18, 2014, by changing the 2015 financial period stated in the resolution to the 2014 financial period; and

WHEREAS, Robert J. McEvoy, Comptroller, by memorandum dated February 4, 2016, requests Town Board authorization to amend Resolution No. 740-2014, to increase the authorized amount for Contract No. PWC036-13 by \$25,000.00, and further requests authorization to reimburse Cullen and Danowski, LLP, for out of pocket expenses incurred in relation to the completion of the audit for the 2014 financial period in the amount of \$40,000.00, increasing the total authorized amount for Contract No. PWC036-13 to \$164,000.00,

NOW, THEREFORE, BE IT RESOLVED, That Resolution No. 740-2014 is hereby amended to change the 2015 financial period stated in the resolution to the 2014 financial period; and be it further

RESOLVED, That the Town Board hereby approves the abovementioned requests and authorizes Robert J. McEvoy, Comptroller, to increase the amount for Contract No. PWC036-13 by \$25,000.00 and to provide funds in the amount of \$40,000.00 to reimburse Cullen and Danowski, LLP, for out of pocket expenses incurred in relation to the completion of the audit for the 2014 financial period, increasing the total authorized amount for Contract No. PWC036-13 to \$164,000.00, with said funds to be drawn from Account No. TWN A 1989 44810 000 0000, or any other appropriate account.

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)



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



Requesting Division/Department \_\_\_\_\_

**COMPTROLLER**

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

Contract Number PWC - 036-16

Contract Period DECEMBER 1, 2016 - NOVEMBER 30, 2017

Consultant/Contractor CULLEN & DANOWSKI, LLP

Discipline ON-CALL PROFESSIONAL AUDITING SERVICES

Total Authorization \$40,000.00

Resolution No. 93-2016 Date 2/23/2016

Funded To Date \$25,000.00

Amount Requested \$9,000.00

Account To Be Used TWN A 1989 44810 000 0000

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.*

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 ADMINISTRATIVE OFFICER

Date 9/12/17

**Only To Be Executed By The Commissioner**

Signature \_\_\_\_\_

Title COMPTROLLER

Date 9/13/17

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

Amount Requested 9,000.00

Unencumbered Balance 31,000.00

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

Yes ☒ No ☐

Signature \_\_\_\_\_

Date 9/13/17

WHEREAS, James Altadonna, Jr., Town Clerk, by memorandum dated September 8, 2017, requested that the Town Board of the Town of Oyster Bay authorize the payment for stenographic services for the Town Board special meeting held on January 31, 2017, provided by Veritext Court Reporting, Corp., 330 Old Country Road, Mineola, New York 11501; and

WHEREAS, Ontime Court Reporting, who was procured by the Office of the Town Clerk through Resolution No. 716-2016 and adopted on December 13, 2016, was unable to cover this meeting, and Veritext Court Reporting, Corp., services were retained on an emergency basis, which is in compliance with the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth, is approved, and the Comptroller is authorized to make payment to Veritext Court Reporting, Corp., in the amount of \$251.95; and be it further

RESOLVED, that funds are available to satisfy the total encumbrance of not more than \$251.95 from Account No. OTC A 1410 44120 000 0000; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, in a total amount not to exceed \$251.95, upon presentation of a duly certified claim, after audit, and the funds for said payment shall be drawn from Account No. OTC A 1410 44120 000 0000.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Town Clerk

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Reviewed By  
Office of Town Attorney  
QK

# Town of Oyster Bay Inter-Departmental Memo

TOWN OF OYSTER BAY

2017 SEP -8 P 1:29

TO : JAMES ALTADONNA, JR., Town Clerk

FROM : Office of the Town Attorney

DATE : September 7, 2017

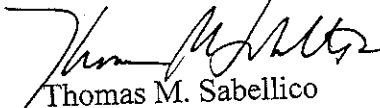
SUBJECT: Veritext Court Reporting, Corp.

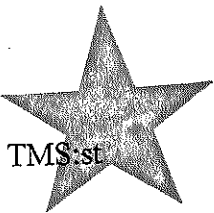
RECEIVED  
TO  
K

We are in receipt of your memorandum dated August 29, 2017, with respect to your retention of Veritext Court Reporting, Corp. for the Town Board special meeting held on January 31, 2017.

Under the circumstances that the procured service provider, Ontime Court Reporting, was unable to cover this meeting, your retention of Veritext Court Reporting, Corp. is in compliance with the Town's Procurement Policy since they were retained on an emergency basis.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Thomas M. Sabellico  
Special Counsel



TMS:st

WHEREAS, James Altadonna, Town Clerk, by memoranda dated November 28, 2016 and December 1, 2016, advised that pursuant to the Town Procurement Policy, the Office of the Town Clerk solicited bids for stenographic services from thirteen (13) professional stenographic services firms to transcribe Town Board meetings; and

WHEREAS, after review in accordance with Guideline 9 of the Procurement Policy of the one (1) proposal that was received by the deadline for submissions, the Office of the Town Clerk recommended that On-Time Court Reporting, Inc., 263 Brown Street, Mineola, New York be retained for the period beginning January 1, 2017 through December 31, 2017 with two (2), one (1) year extension options, in an amount not to exceed \$17,000.00 according to the following rate schedule:

1. Public Hearings during day sessions:  
 Appearance Fee: \$50.00  
 Per Page Fee: \$4.95  
 An original and two copies of transcript to be provided with seven day delivery.
2. Public Hearings during night sessions:  
 Appearance Fee: \$75.00  
 Per Page Fee: \$5.35  
 An original and two copies of transcript to be provided with seven day delivery.
3. Waiting Time (for Executive Sessions):  
 During day session: \$25.00 per hour  
 During night session: \$35.00 per hour
4. Penalties for late delivery shall be assessed according to the following schedule:  
 Five (5) percent reduction per page where transcripts are up to five business days late (i.e. fifteen business days after a Town Board meeting).  
 Fifteen (15) percent reduction per page where transcripts are delivered more than fifteen days after a Town Board meeting.

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved the Office of the Town Clerk is hereby authorized to retain On-Time Court Reporting, Inc., 263 Brown Street, Mineola, New York from January 1, 2017 through and including December 31, 2017, with two (2) one (1) year extension options, in an amount not to exceed \$17,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTC A 1410 44120 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

Supervisor 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)  
 Town Clerk

Reviewed By  
 Office of Town Attorney  
*[Signature]*

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# TOWN OF OYSTER BAY

## Inter-Office Memorandum

TO: MEMORANDUM DOCKET  
FROM: JAMES ALTADONNA JR., TOWN CLERK  
DATE: SEPTEMBER 8, 2017  
SUBJECT: VERITEXT COURT REPORTING, CORP. - 2017

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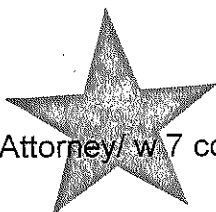
The Office of the Town Clerk respectfully requests Town Board approval for the use of stenographic services for the public Town Board special meeting on January 31, 2017 provided by Veritext Court Reporting, Corp., 330 Old Country Road Mineola, New York 11501.


Ontime Court Reporting, who is procured by the Office of the Town Clerk through Resolution No. 716-2016 and adopted on December 13, 2016, was unable to cover this meeting.

Veritext Court Reporting, Corp. services were retained on an emergency basis. A waiver provided by the Office of the Town Attorney is hereby attached.

The Office of the Town Clerk respectfully requests the Town Board to authorize the Office of the Comptroller to make payment to Veritext Court Reporting, Corp in the amount of \$251.95 upon submission of a certified claim. Funds are available in Account No. OTC A 1410 44120 000 0000.

JA/RTS  
cc: Town Attorney/ w 7 copies



  
\_\_\_\_\_  
JAMES ALTADONNA JR.  
TOWN CLERK

Reviewed By  
Office of Town Attorney

WHEREAS, James Altadonna, Jr., Town Clerk, by memorandum dated September 7, 2017, recommended that the Town Board authorize payment of a refund in the amount of \$80.00 to Ms. Taylor Walsh, for her payment for a parking permit that she erroneously purchased believing that the LIRR Town of Oyster Bay Parking Pass could be used at the Massapequa Park train station,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. Taylor Walsh, in the amount of \$80.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. HWY ST 0001 01721 000 0000.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Town Clerk

10

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

September 7, 2017

TO: MEMORANDUM DOCKET  
FROM: HON. JAMES ALTADONNA JR., TOWN CLERK  
SUBJECT: REFUND OF PARKING PERMIT FEE

---

Town Board authorization is requested to refund \$80.00 to Taylor Walsh 1529 Lake Shore Drive, Massapequa Park, New York for a parking permit that she erroneously purchased.

Ms. Walsh asked for a parking permit, intending to use it for the Massapequa Park train station lot. She has returned the incorrect permit to us, and is requesting a refund of \$80.00. This refund is to be appropriated from Account No. HWY ST 0001 01721 000 0000.



HON. JAMES ALTADONNA JR.  
TOWN CLERK

JA  
cc: Town Attorney with 7 copies  
Attachments

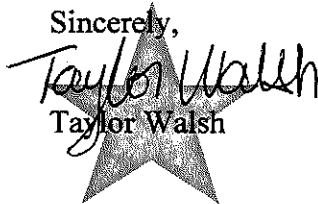


August 31, 2017

To Whom It May Concern,

I would like to return this LIRR Town of Oyster Bay Parking Pass for a refund. I recently moved to Massapequa Park and I was looking to purchase a pass for the Massapequa Park train station. I accidentally purchased this Town of Oyster Bay pass for \$80 instead. I thought I was purchasing a village pass, however, I must have misunderstood the website. Enclosed is the pass and a copy of the check used to purchase the pass. I appreciate your time and effort in helping me obtain a refund. If you have any questions please call me at (516)-695-3112. Thank you.

Sincerely,

  
Taylor Walsh



MASSAPEQUA WATER DISTRICT  
84 GRAND AVENUE  
MASSAPEQUA, NY 11758-4990  
TEL: (516) 798-5266

ACCOUNT NUMBER

06240120

3506

TAYLOR WALSH/JOHN KOZIA TEK  
1529 LAKESHORE DR.  
MASSAPEQUA PARK NY 11762

# TOWN OF OYSTER BAY PARKING

NY-682TR (1/16) NEW YORK STATE REGISTRATION DOCUMENT

I HEREBY CERTIFY THAT I RESIDE AT THE ADDRESS SET FORTH BELOW, AND THAT I AM A RESIDENT OF THE TOWN DESCRIBED, AND THAT I AM APPLYING FOR A PERMIT TO PARK SUCH MOTOR VEHICLE WHEN SPACE IS AVAILABLE IN THE TOWN OF OYSTER BAY, NEW YORK, IN ACCORDANCE WITH THE TOWN OF OYSTER BAY TRAFFIC, CHAPTER 233 OF RULES AND REGULATIONS SUPPLEMENT THERETO. I AGREE THAT THE TOWN OF OYSTER BAY HAS THE RIGHT TO SUSPEND OR REVOKE SUCH PERMIT IF SUCH MOTOR VEHICLE IS PARKED IN ANY PERMITTED LOCATION WITHOUT SUCH PERMIT.

PLEASE TYPE OR PRINT CLEARLY

NAME Taylor Walsh

STREET 1529 Lake Shore Drive

POST OFFICE AND ZIP 11762

TELEPHONE 516- [REDACTED]

MAKE/YEAR Jeep/2015

BODY TYPE SUBN

NY LICENSE PLATE NO. HBT 3916

RESIDENT TYPE OWNER FEE \$80.00

*Taylor Walsh*  
SIGNATURE OF APPLICANT

G PAS  
HBT3916  
2015 JEEP NONTRANSFERABLE  
SUBN WH 1C4PJMC56FW769818  
003966 G 6 GN563401 SEP 14 2015  
Wt/Seats Fuel/Cyl SLW HUD308  
Expires 09/13/17  
WALSH, TAYLOR, M \*NYMA\*  
21 CONCORD AVE 34.50  
BETHPAGE NY 11714  
ANNUAL CHG  
ANY FEE (TAX, ADD, ETC)  
GN563401 VOID IF ALTERED EXCEPT FOR ADDRESS 229.00

FOR OFFICIAL USE ONLY

CHECK	CASH	OC
REG SUBMITTED	PERMIT NO.	
DATE ISSUED	ISSUED BY	

**PARKING PERMIT**



2  
0  
1  
6

**37967**

0 1 2

3 4 5

6 7 8

9 SP

EXPIRES

2018


To print this page [Click Here](#).  
[Close Window](#)


This is the front of your check


**TAYLOR WALSH** 04-17  
**JOHN EDWARD KOZIATEK JR**  
 21 CONCORD AVENUE  
 BETHPAGE, NY 11714

105  
 1-357/260  
 159

Date 8/11/17

Pay to the Order of Town of Oyster Bay \$ 80.00  
Eighty dollars & 00/100 Dollars 

 **Bank**  
 America's Most Convenient Bank®

For Parking Permit Hasagapequa Park Taylor Walsh   
 [REDACTED] 0105

This is the back of your check

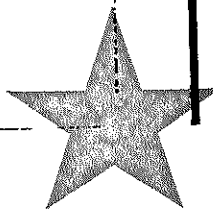
Capital One, N.A. Richmond VA 065000090  
 46390OTL9930220170816000073090237

>065000090<  
 CAPITAL ONE, NA  
 0031661936 08162017  
 RICHMOND, VA 060 23  
 Deposit [REDACTED]

MICHE ROBERT MCEVOY CONTROLLER  
 TOWN OF OYSTER BAY

PAY TO THE ORDER OF  
 CAPITAL ONE BANK  
 FOR DEPOSIT ONLY  
 TOWN OF OYSTER BAY

37967



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

\*\*\* RECEIPT \*\*\*

Date: 08/15/17

Receipt#: 119617

Quantity	Transactions	Reference	Subtotal
1	Vlg Parking-Full Term	037967	\$80.00
Total Paid:			\$80.00

Notes:

Payment Type	Amount	Paid By
CASH	\$80.00	WALSH, TAYLOR

Name: WALSH, TAYLOR  
1529 LAKE SHORE DRIVE  
MASSAPEQUA PARK, NY 11762

Clerk ID: LMCALEER

Internal ID: 037967

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated March 25, 2016, authorized the Highway Department to clean up the premises located at 107 Lawrence Street, Farmingdale, New York 11735, also known as Section 49, Block 229, Lot 2 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 August 31, 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 April 5, 2016 and April 6, 2016, in the total amount of \$7,498.52, 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 August 31, 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 \$7,498.52 may be assessed by the Legislature of the County of Nassau against the parcel known as 107 Lawrence Street, Farmingdale, New York 11735, also known as Section 49, Block 226, Lot 2 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

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

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

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

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 31, 2017

SUBJECT: Property Cleanup Assessment  
107 Lawrence Street, Farmingdale, New York 11735  
Section 49, Block 229, Lot 2

---

The Department of Planning and Development, by memorandum dated March 25, 2016, directed the Highway Department to clean the premises located at 107 Lawrence Street, Farmingdale, New York 11735, also known as Section 49, Block 229, Lot 2 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated April 13, 2016, advised that the property was cleaned by a crew from the Highway Department on April 5, 2016 and April 6, 2016. The cost incurred by the Town of Oyster Bay was \$7,498.52.

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

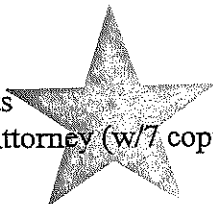
Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
cc: Town Attorney (w/7 copies)



S:\DBS\Cleanups MD & Reso\MD 107 Lawrence St. 8.31.17doc

2016-5649  
Need Ltr.  
Need to enter in system

# DEPARTMENT OF PLANNING AND DEVELOPMENT

TOWN HALL WEST, 74 AUDREY AVENUE, OYSTER BAY, NY 11771  
TEL. 516-624-6200 FAX 516-624-6240



## CODE ENFORCEMENT BUREAU

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

DIANA S. AQUAR  
DEPUTY COMMISSIONER

March 25, 2016

BY HAND AND 1<sup>st</sup> CLASS MAIL

Ms. Janis Curtin  
107 Lawrence Street  
Farmingdale, NY 11735

Re: PREMISES: 107 Lawrence Street, Farmingdale, NY  
Section 49 Block 229 Lot 2

Owner: [Signature]  
P.O. Box 744  
Farmingdale

### NOTICE OF VIOLATION

Dear Ms. Curtin:

Over the past few years and despite our repeated actions your property remains non-compliant with the provisions of Section 135.52 of the Code of the Town of Oyster Bay. Although, a Notice of Violation No. 15307 was served to you on March 25, 2016, an inspection has revealed that the conditions at the premises continue to endanger the health, safety and welfare of residents of the Town of Oyster Bay. This NOTICE OF VIOLATION is notification to you that the property must be properly maintained by the end of the day on March 28, 2016.

An inspection will be performed on March 29, 2016 and should the inspector deem the property non-compliant, pursuant to the Town's code, the Highway Department will immediately commence the necessary maintenance, including the removal of rubbish stored outside the dwelling, and disposed of accordingly. Please be reminded that the provisions of Section 135.54 (C) of the code entitles that the Town be reimbursed the cost of the work performed by assessment against the owner.

Please do not hesitate to contact the undersigned with your questions or concerns.

Sincerely,

  
DIANA S. AQUAR  
DEPUTY COMMISSIONER

DSA:wgm



TOWN OF OYSTER BAY

2016-5649  
Rec'd 1/15

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**  
**March 25, 2016**

**To:** JOHN P. BISHOP, HIGHWAY DEPARTMENT  
**From:** MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT  
**Through:** DEPUTY COMMISSIONER  
PLANNING AND DEVELOPMENT  
**Subject:** 107 Lawrence Street Farmingdale, NY 11735  
SBL: 49-229-2

---

Notice of Violation (No.15307) was issued to the owner of the above-referenced premises 03/25/2016 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.

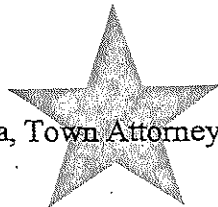
DEPUTY COMMISSIONER

BY:

---

MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

ME/js  
cc: Leonard Genova, Town Attorney



THIS INDENTURE, made the 3rd day of March, nineteen hundred and eighty-nine  
BETWEEN

MARTIN STEIN, residing at 190-30 28th Avenue, Flushing,  
New York, and JANIS CURTIN STEIN, residing at  
107 Lawrence Street, Farmingdale, New York,

party of the first part, and

JANIS CURTIN, residing at 107 Lawrence Street,  
Farmingdale, New York

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon, erected, situate, lying and being ~~in~~ at Farmingdale, Town of Oyster Bay, County of Nassau, State of New York, known as and by lot 2 in Block 229 on a certain map entitled, "Map of Pinehurst, Section No. 1, situated near Farmingdale, Nassau County, New York, surveyed March 1951, Baldwin and Cornelius Co., Civil Engineers and Surveyors," and filed in the Office of the Clerk of the County of Nassau on September 13th, 1951 under File No. 5308 which said lot according to said map is bounded and described as follows:

BEGINNING at a point on the easterly side of Lawrence Street, distant 59.74 feet southerly from the extreme southerly end of an arc connecting the southerly side of Rhonda Lane with the easterly side of Lawrence Street;  
RUNNING THENCE north 89 degrees 17 minutes 25 seconds east, 113.81 feet;  
THENCE south 5 degrees 21 minutes 45 seconds east 65.22 feet;  
THENCE south 89 degrees 17 minutes 25 seconds west 113.81 feet to the easterly side of Lawrence Street;  
THENCE along the easterly side of Lawrence Street, north 5 degrees 21 minutes 45 seconds west, 65.22 feet to the point or place of BEGINNING.

SAID PREMISES being known by and as 107 Lawrence Street, Farmingdale, New York.

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed dated April 17, 1985 and recorded in the Office of the Nassau County Clerk on May 2, 1985.

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.

Part of the second part assumes an existing first mortgage held by Citibank N.A.

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

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

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

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

IN PRESENCE OF

*[Signature]*

*[Signature]*  
MARTIN STEIN

*[Signature]*  
JANIS CURTIN STEIN

DEED10035PA6E337

TAX MAP  
DESIGNATION

Dist.

Sec.

Blk.

Lot

DEC 6 1989

STATE OF NEW YORK, COUNTY OF NASSAU

On the 3<sup>rd</sup> day of March 19 89, before me personally came MARTIN STEIN and

JANIS CURTIN STEIN

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

*Lawrence M. Lally*  
LAWRENCE M. LALLY  
Notary Public, State of New York  
No. 20-273-8485  
Qualified in Nassau County  
Commission Expires May 31, 1989

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

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

STATE OF NEW YORK, COUNTY OF

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

that he is the of

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

STATE OF NEW YORK, COUNTY OF

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

that he knows

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

**Bargain and Sale Deed**

WITH COVENANT AGAINST GRANTOR'S ACES

LE NO.

MARTIN STEIN, and JANIS CURTIN STEIN,

TO

JANIS CURTIN

SECTION 49  
BLOCK 229  
LOT 2  
COUNTY OR TOWN Nassau  
TAX BILLING ADDRESS

Recorded At Request of Ticor Title Guarantee Company  
RETURN BY MAIL TO:

JANIS CURTIN  
107 LAWRENCE STREET  
FARMINGDALE, N.Y.

Zip No. 11735

Distributed by



**TICOR TITLE GUARANTEE**

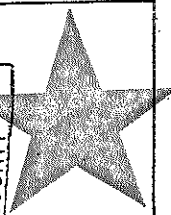
DEC 12 1989  
DEC 10 30 1989

10059

RECORDED  
DEC 12 9 35 AM '89  
HAROLD W. McCONNELL  
COUNTY CLERK  
NASSAU COUNTY

008540

RECEIVED  
REAL ESTATE  
DEC 13 1989  
TRANSFER TAX  
NASSAU COUNTY



DEED10035PA6E338

DEC 6 1989

Town of Oyster Bay  
Inter- Departmental Memo

April 13, 2016

TO: JOHN BISHOP, ACTING COMMISSIONER

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

FROM: KEVIN M. HANIFAN, COMMISSIONER  
DEPARTMENT OF HIGHWAYS

SUBJECT: 107 LAWRENCE 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 \$7,498.52.

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.

CLEAN-UP 107 LAWRENCE STREET, FARMINGDALE to P & D

---



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (49-229-2) 107 LAWRENCE ST FARMINGDALE 11735

Apr 5, 2016 3 HRS

Date Apr 6, 2016 2 HRS

Work Order # 25305

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	03:00	\$29.41	00:00	0	\$88.23
PATRICK PETERS	General Maintenance	02:00	\$29.41	00:00	0	\$58.82
JOSEPH CARECCIA	General Maintenance	03:00	\$52.98	00:00	0	\$158.94
JOSEPH CARECCIA	General Maintenance	02:00	\$52.98	00:00	0	\$105.96
JAMES CHADWICK, II	General Maintenance	03:00	\$44.63	00:00	0	\$133.89
STEVE DIAKOIANNIS	General Maintenance	03:00	\$38.98	00:00	0	\$116.94
ROBERT FLEISCHER	General Maintenance	02:00	\$26.93	00:00	0	\$53.86
MICHAEL HAYWARD	General Maintenance	03:00	\$43.02	00:00	0	\$129.06
ANDREW HOUGHTON	General Maintenance	03:00	\$28.21	00:00	0	\$84.63
ANDREW HOUGHTON	General Maintenance	02:00	\$28.21	00:00	0	\$56.42
DANIEL LAMBERT	General Maintenance	03:00	\$42.27	00:00	0	\$126.81
MICHAEL MARTIN	General Maintenance	03:00	\$24.76	00:00	0	\$74.28
MICHAEL MCGEEVER	General Maintenance	03:00	\$28.21	00:00	0	\$84.63
MICHAEL MCGEEVER	General Maintenance	02:00	\$28.21	00:00	0	\$56.42
CHRISTOPHER MOORE	General Maintenance	03:00	\$24.76	00:00	0	\$74.28
JOSE NUNEZ	General Maintenance	03:00	\$38.98	00:00	0	\$116.94
MARK SCHLOSSER	General Maintenance	03:00	\$41.84	00:00	0	\$125.52
MARK SCHLOSSER	General Maintenance	02:00	\$41.84	00:00	0	\$83.68
DERRICK SCOTT	General Maintenance	03:00	\$40.12	00:00	0	\$120.36
BARRY SPECTOR	General Maintenance	03:00	\$44.63	00:00	0	\$133.89
MICHAEL PETERS	General Maintenance	03:00	\$42.90	00:00	0	\$128.70
MICHAEL PETERS	General Maintenance	02:00	\$42.90	00:00	0	\$85.80
Total Labor						\$2198.06

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK360	SANI PACKER 2006 INTL 7400 YW (PP940 / PP-940)	\$105.00	03:00	\$315.00
PK388	SANI PACKER 2008 INTL 7400 YW (PP931 / PP-931)	\$105.00	03:00	\$315.00
PL078	PAYLOADER 2006 KOMAT 100-5 YW (HT-1)	\$168.00	03:00	\$504.00
PL081	PAYLOADER 2010 KOMAT WA380 YW	\$168.00	02:00	\$336.00
PU444	PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	03:00	\$237.00
PU444	PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	02:00	\$158.00
TD599	TRUCK DUMP 2006 INTL 7400 YW (T-278) -10 Wheeler	\$93.00	02:00	\$186.00
TD635	TRUCK DUMP 2008 FORD F350 YW (T275 / T-275) - Power Wagons	\$105.00	03:00	\$315.00
TD635	TRUCK DUMP 2008 FORD F350 YW (T275 / T-275) - Power Wagons	\$105.00	02:00	\$210.00
TD647	PICK-UP TRUCK 2009 FORD F-250 YW (T-019 / 020)	\$79.00	03:00	\$237.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	03:00	\$315.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	02:00	\$210.00
TD695	TRUCK DUMP 2011 INTER 7400 YW (T-229) -10 Wheeler	\$93.00	02:00	\$186.00
TD719	TRUCK DUMP 2013 INTER 7300 YELLO (T-271)- 6 Wheeler	\$131.00	03:00	\$393.00
TD728	POWER WAGON 2015 T-245	\$105.00	03:00	\$315.00
TD730	6 WHEELER 2015 LIC AM8533	\$131.00	03:00	\$393.00
Total Equipment				\$4625.00

Materials

Material	Cost Per Unit	Units	Line Cost
Tipping Fee (per ton)	\$80.70	8.37	\$675.46



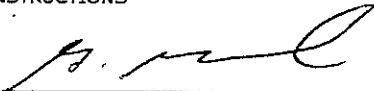
MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

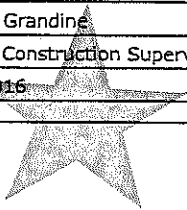
Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			\$675.46

Grand Total \$7498.52

Description of Work:  
CLEAN UP 107 LAWRENCE ST FM TO DOUG SEE ATTACHED INSTRUCTIONS

Signature:   
Name: Giacomo Grandine  
Title: Highway Construction Supervisor  
Date: Apr 8, 2016



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 31, 2017, authorized the Highway Department to clean up the premises located at 191 North Detroit Avenue, Massapequa, New York 11758, also known as Section 48, Block 5, Lots 44-48 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 August 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 June 8, 2017, in the total amount of \$2,836.31, 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 August 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 \$2,836.31 may be assessed by the Legislature of the County of Nassau against the parcel known as 191 North Detroit Avenue, Massapequa, New York 11758, also known as Section 48, Block 5, Lots 44-48 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By  
Office of Town Attorney

7/10/17

12

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 23, 2017

SUBJECT: Property Cleanup Assessment  
191 North Detroit Avenue, Massapequa, New York 11758  
Section 48, Block 5, Lots 44-48

---

The Department of Planning and Development, by memorandum dated May 31, 2017, directed the Highway Department to clean the premises located at 191 North Detroit Avenue, Massapequa, New York 11758, also known as Section 48, Block 5, Lots 44-48 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 19, 2017, advised that the property was cleaned by a crew from the Highway Department on June 8, 2017. The cost incurred by the Town of Oyster Bay was \$2,836.31.

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/7 copies)

S:\DBS\Cleanups MD & Reso\MD 191 N Detroit Ave. 8.23.17.doc

2017-6066  
Need it

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
May 31, 2017**

**To: JOHN BISHOP: ACTING DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER OF**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 191 N, Detroit Avenue Massapequa, NY 11758**  
**SBL: 48-5-44 -48**

Notice of Violation (No.17045) was issued to the owner of the above-referenced premises 05/24/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- The grass be cut.
- The bushes be trimmed.
- The litter and debris be removed.

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

ELIZABETH L. MACCARONE  
COMMISSIONER

BY:

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney



191 N. Detroit

WARRANTY DEED WITH FULL COVENANTS  
(INDIVIDUAL AND CORPORATION)

FORM 8003 (short version), FORM 8008 (long version)

CAUTION THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING

THIS INDENTURE, made the 24<sup>th</sup> day of August, 2011,

Between James Packer, 191 North Detroit Avenue, North Massapequa, New York 11758, and John Packer, 191 North Detroit Avenue, North Massapequa, New York 11758, as heirs at law, next of kin and distributees of the decedent, who died on January 31, 2011, a resident of Nassau County, New York, party of the first part, and A Mary Ellen Packer,

James Packer, individually as tenants in common, 191 North Detroit Avenue, North Massapequa, New York 11758 and John Packer, individually as tenants in common, 191 North Detroit Avenue, North Massapequa, New York 11758, party of the second part,

WITNESSETH, that the party of the first part, in consideration of 10.00 dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Oyster Bay, County of Nassau, State of New York known and designated as and by the Lot numbers, 44, 45, 46, 47 and 48 in Block #5, on a certain map entitled, "Map of Massapequa Centre, State Parkway, Section No. 2, Massapequa, New York" and filed in the Office of the Clerk of the County of Nassau on September 12, 1927, as Map # 638, which said Lots when taken together are more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Detroit Avenue with the easterly side of New York Drive; running thence North 10 degrees 09 minutes East along the Easterly side of New York Drive one hundred (100) feet; running thence South 79 degrees 51 minutes East one hundred (100) feet; running thence South 10 degrees 09 minutes West one hundred (100) feet to the northerly side of Detroit Avenue; running thence North 79 degrees 51 minutes West along the northerly side of Detroit Avenue, one hundred (100) feet to the corner, the point or place of BEGINNING.

Said premises known as 191 North Detroit Avenue, North Massapequa, New York.  
Said premises being the same as conveyed the 13th day of September, nineteen hundred and sixty one and recorded with Nassau County clerk's office as deed 6917 page 408.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

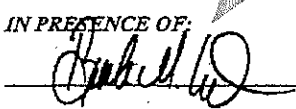
- AND the party of the first part covenants as follows:
- FIRST. That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;
  - SECOND. That the party of the second part shall quietly enjoy the said premises;
  - THIRD. That the said premises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

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

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

  
James Packer

  
John Packer

IN PRESENCE OF:  


DBJ

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

June 19, 2017

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

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


**SUBJECT:** 191 NORTH DETROIT AVENUE, MASSAPEQUA  
CLEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,836.31.

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

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

JPB/kjb

Enc. T & M sheet



1 2017 JUN 27 A 11:38  
TOWN OF OYSTER BAY  
CLERK OF THE BOARD  
JANORIS S. BROWN

CLEAN-UP 191 NORTH DETROIT AVENUE, MASSAPEQUA TO P & D



# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (48-5-44) 191 NORTH DETROIT AVE MASSAPEQUA 11758

Date Jun 8, 2017

Work Order # 37299

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JEFFREY CARTER	General Maintenance	03:30	\$38.84	00:00	0	\$135.94
CHRISTOPHER MADDEN	General Maintenance	03:30	\$24.36	00:00	0	\$85.26
GREGORY MARCHESE	General Maintenance	03:30	\$47.36	00:00	0	\$165.76
MICHAEL MCGEEVER	General Maintenance	03:30	\$27.75	00:00	0	\$97.13
PAUL HARABEDIAN	General Maintenance	03:30	\$23.27	00:00	0	\$81.45

Total Labor \$565.54

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	\$105.00	03:30	\$367.50
PU414	PICK UP 2011 FORD F250 YELLO (12 / 012)	\$79.00	03:30	\$276.50
SW170	SWEEPER 2007 SCHWZ M6000 YW (S-271)	\$115.00	03:30	\$402.50
TD593	TRUCK DUMP 2006 FORD F-350 YW (T-300) - Power Wagons	\$105.00	03:30	\$367.50
TD706	TRUCK DUMP 2011 FORD F350 YELLO (T-125) - Power Wagons	\$105.00	03:30	\$367.50
TR155	TRAILER 2008 CMATE 816CC YW	\$105.00	03:30	\$367.50

Total Equipment \$2149.00

## Materials

Material	Cost Per Unit	Units	Line Cost
Tipping Fee (per ton)	\$83.98	1.45	\$121.77

Total Materials \$121.77

**Grand Total \$2836.31**

## Description of Work:

CLEAN UP 191 N. DETROIT AVENUE MS

Signature: 

Name: Uglas Robalino

Title: Storeyard Supervisor

Date: Jun 20, 2017

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 10, 2016, authorized the Highway Department to clean up the premises located at 4 Coronet Lane, Plainview, New York 11803, also known as Section 12, Block 537, Lot 2 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 August 31, 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 June 14, 2016, in the total amount of \$486.36, 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 August 31, 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 \$486.36 may be assessed by the Legislature of the County of Nassau against the parcel known as 4 Coronet Lane, Plainview, New York 11803, also known as Section 12, Block 537, Lot 2 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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: August 31, 2017

SUBJECT: Property Cleanup Assessment  
4 Coronet Lane, Plainview, New York 11803  
Section 12, Block 537, Lot 2

---

The Department of Planning and Development, by memorandum dated June 10, 2016, directed the Highway Department to clean the premises located at 4 Coronet Lane, Plainview, New York 11803, also known as Section 12, Block 537, Lot 2 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 June 14, 2016. The cost incurred by the Town of Oyster Bay was \$486.36.

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/7 copies)

2017-6112  
Need the

**TOWN OF OYSTER BAY**

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

**To:** KEVIN HANIFAN, COMMISIONER/HIGHWAY DEPT.  
**From:** MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT  
**Through:** DEPUTY COMMISSIONER  
PLANNING AND DEVELOPMENT  
**Subject:** 4 Coronet Lane Plainview, NY 11803  
SBL: 12-537-2

2016 AUG 10 7 00 PM  
TOWN OF OYSTER BAY

2017 AUG - 3 A 9 10

Notice of Violation (No.15968) was issued to the owner of the above-referenced premises 05/25/2016 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

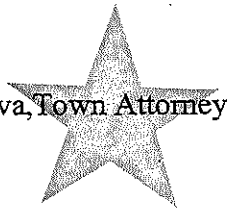
DEPUTY COMMISSIONER

BY: .

  
MICHAEL ESPOSITO  
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



JC 21143

Document Type: U. Form 981-1

changed the Ink Date with Computer of New York, New York, and the date of the instrument (single sheet)

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

THIS INSTRUMENT, made the 17th day of November, nineteen hundred and ninety-eight BETWEEN

ALAN WEINER and FRANCINE WEINER, his wife,  
residing at 2551 Seymour Avenue, Bronx, New York  
and 4 Coronet Lane, Plainview, New York, respectively,

party of the first part, and

FRANCINE WEINER  
residing at  
4 Coronet Lane, Plainview, New York

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by the Lot Number 3, in Block Number 537 on a certain map entitled "Map of Suburban Manor, situated at Plainview, Town of Oyster Bay, Nassau County, N.Y., surveyed in January 1933 by McLean & Fromholz, Engineers & Surveyors, Wantagh, N.Y.", and filed in the Office of the Clerk of the County of Nassau on April 3, 1933, as Map #6399, which said lot is bounded and described, according to said map, as follows:  
BEGINNING at a point on the southwesterly side of Coronet Lane distant 54.68 feet southeasterly from the extreme easterly end of the arc of a curve connecting the southwesterly side of Coronet Lane with the southeasterly side of Woodbury Road, as widened;  
RUNNING THENCE southeasterly along the southwesterly side of Coronet Lane 70.00 feet;  
RUNNING THENCE southwesterly at right angles to Coronet Lane 100.00 feet;  
RUNNING THENCE northwesterly parallel with Coronet Lane 70.00 feet; and  
RUNNING THENCE northeasterly at right angles to Coronet Lane 100.00 feet to the southwesterly side of Coronet Lane, at the point or place of BEGINNING.

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

IN PRESENCE OF:

Alan Weiner  
ALAN WEINER  
Francine Weiner  
FRANCINE WEINER

A12  
B007  
L2

DBS

Town of Oyster Bay  
Inter- Departmental Memo

June 23, 2016

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

**FROM:** HIGHWAY DEPARTMENT

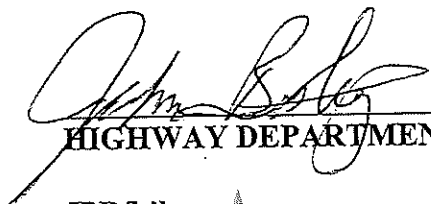
**SUBJECT:** 4 CORONET LANE, PLAINVIEW  
CLEAN-UP

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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.

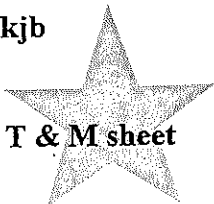
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$486.36.

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



176-4

TOWN ATTORNEY OFFICE  
TOWN OF OYSTER BAY  
677-5769

1 2017 FEB 24 P 3 461

CLEAN-UP 4 CORONET LANE, PLAINVIEW TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (12-537-2) 4 CORONET LN PLAINVIEW 11803  
Work Order # 27869

Date Jun 14, 2016

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL RICCARDO	General Maintenance	00:45	\$47.03	00:00	0	\$35.27
JOHN STERGIOPOULOS	General Maintenance	00:45	\$24.76	00:00	0	\$18.57
PHILIP BADOME	General Maintenance	00:45	\$26.93	00:00	0	\$20.20
DONALD BRUWER	General Maintenance	00:45	\$24.76	00:00	0	\$18.57
Total Labor						\$92.61

Tools/Vehicle

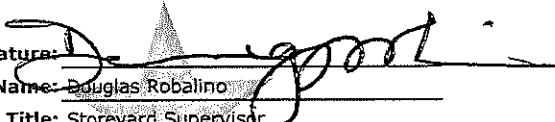
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	\$105.00	00:45	\$78.75
TD558	TRUCK DUMP 2004 INTL 7300 YW (T-173)- 6 Wheeler	\$131.00	00:45	\$98.25
TD624	PICK-UP TRUCK 2008 FORD F-250 YW (23 / 018)	\$79.00	00:45	\$59.25
TD634	TRUCK DUMP 2008 FORD F350 YW (T175 / T-175) - Power Wagons	\$105.00	00:45	\$78.75
TR153	TRAILER 2007 CA/MA 814CC YW	\$105.00	00:45	\$78.75
Total Equipment				\$393.75

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$486.36

Description of Work:  
CLEAN UP 4 CORONET LANE PV TO DOUG

Signature:   
Name: Douglas Robalino  
Title: Storeyard Supervisor  
Date: Jun 21, 2016

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 22, 2017, 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 August 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 June 12, 2017, in the total amount of \$491.23, 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 August 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 \$491.23 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.

- # -

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

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

cc: Supervisor  
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: August 23, 2017

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

---

The Department of Planning and Development, by memorandum dated May 22, 2017, 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 June 19, 2017, advised that the property was cleaned by a crew from the Highway Department on June 12, 2017. The cost incurred by the Town of Oyster Bay was \$491.23.

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/7 copies)

2017-6060  
Nid Ltr

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
May 22, 2017**

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

Notice of Violation (No.16912) was issued to the owner of the above-referenced premises 05/10/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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


- The grass be cut.
- The bushes be trimmed.

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

ELIZABETH L. MACCARONE  
COMMISSIONER

BY:

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

  
ME/js  
cc: Joseph Nocella, Town Attorney

1000

THIS INDENTURE, made the <sup>21<sup>st</sup></sup> day of August, two thousand and seven.

party of the first part, and

party of the second part,

林林

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

BEING AND INTENDED to be the same premises by deed dated 12/23/63, recorded 12/30/63 in Deed 7231 page 395 from JOSEPH A. FITZGERALD and JOAN P. FITZGERALD, his wife, and JOHN A. BAIER and DOROTHY BAIER, his wife.

தீர்மானம்

~~§ 87(2)(b)~~ 554

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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 instrument so requires.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand and seal at  
Wichita

IN PRESENCE OF:

FRANKLIN

Frank C. Cardillo  
FRANK C. CARDILLO

MARY CALABRITTO  
MARY CALABRITTO

✓ 18 Sherman Ave  
Plainville (History)



06103 5K  
NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

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

Liber Book: B 12315  
Pages From: 836  
To: 639

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

Control  
Number: 917  
Ref #: RE 003830  
Doc Type: DQ1 BKED

Location:  
OYSTER BAY (2824)

Section Block Lot Unit  
0046 00554-00 00028

CAC001

Taxes Total	.00
Recording Totals	127.00
Total Payment	127.00

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





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

May 22, 2017

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

Mary Calandriello  
18 Sherman Avenue  
Plainview, NY 11803

RE: 18 Sherman Avenue  
Plainview, NY 11803

Dear Property Owner,

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Section (135.52) of the Code of the Town of Oyster Bay, based in part, from the overgrown grass and weeds on the property.

Please be advised that although Notice of Violation (No.16912 copy attached) has been served on 05/10/2017, as of this date the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs thereof.

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

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

BY:   
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

  
ME/js

DBS

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

June 19, 2017

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

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

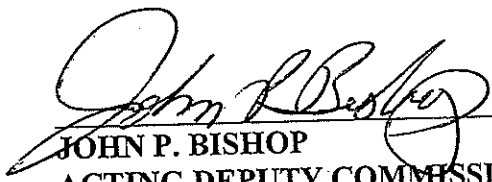
**SUBJECT:** 18 SHERMAN AVENUE, PLAINVIEW  
CLEAN-UP

---

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

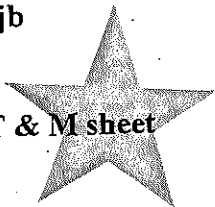
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$491.23.

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

  
JOHN P. BISHOP  
ACTING DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



RECEIVED  
JUN 21 2017  
OFFICE  
OF THE  
TOWN CLERK

2017 JUN 21 P 3:01

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



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (45-554-28), 18 SHERMAN AVE PLAINVIEW 11803

Date Jun 12, 2017

Work Order # 37166

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ANGELO ABBONDANDOLO	General Maintenance	01:00	\$44.28	00:00	0	\$44.28
KEVIN FREIBERG	General Maintenance	01:00	\$34.59	00:00	0	\$34.59
GARY LEWIS, II	General Maintenance	01:00	\$32.87	00:00	0	\$32.87
JOSEPH SANTANGELO	General Maintenance	01:00	\$41.75	00:00	0	\$41.75
JOSEPH PISZCZATOWSKI	General Maintenance	01:00	\$48.74	00:00	0	\$48.74
Total Labor						\$202.23

Tools/Vehicle


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	\$105.00	01:00	\$105.00
TD655	PICK-UP TRUCK 2009 FORD F-250 YW (16 / 016)	\$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
Total Materials			

Grand Total \$491.23

Description of Work:  
CLEAN UP 18 SHERMAN AVE PV

Signature:   
Name: Douglas Robalino  
Title: Storeyard Supervisor  
Date: Jun 16, 2017

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 16, 2017, authorized the Highway Department to clean up the premises located at 310 North Baldwin Drive, Massapequa, New York 11758, also known as Section 52, Block 37, Lots 1-5 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 August 31, 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 June 20, 2017, in the total amount of \$793.79, 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 August 31, 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 \$793.79 may be assessed by the Legislature of the County of Nassau against the parcel known as 310 North Baldwin Drive, Massapequa, New York 11758, also known as Section 52, Block 37, Lots 1-5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By  
Office of Town Attorney



15

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 31, 2017

SUBJECT: Property Cleanup Assessment  
310 North Baldwin Drive, Massapequa, New York 11758  
Section 52, Block 37, Lots 1-5

---

The Department of Planning and Development, by memorandum dated June 16, 2017, directed the Highway Department to clean the premises located at 310 North Baldwin Drive, Massapequa, New York 11758, also known as Section 52, Block 37, Lots 1-5 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 22, 2017, advised that the property was cleaned by a crew from the Highway Department on June 20, 2017. The cost incurred by the Town of Oyster Bay was \$793.79.

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/7 copies)

S:\DBS\Cleanups MD & Reso\MD 310 N. Baldwin 8.31.17.doc

✓ 2017-6079  
Need letter  
DB

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo  
June 16, 2017**

**To: JOHN BISHOP: ACTING DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER OF**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 310 N. Baldwin Drive Massapequa, NY 11758**  
**SBL: 52-37-1-5**

Notice of Violation (No.17019) was issued to the owner of the above-referenced premises 06/07/17 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- The grass be cut.

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

ELIZABETH L. MACCARONE  
COMMISSIONER

BY:

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

  
ME/js

cc: Joseph Nocella, Town Attorney

2017 JUN 29 P 1:44 PM  
TOWN OF OYSTER BAY  
COMMUNICATIONS SECTION

600-N-2107

KC

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

THIS INDENTURE, made the 15TH day of DECEMBER 2006 ✓

BETWEEN

TRI STATE SOLUTIONS INC., WITH OFFICES at 8811 Jamaica Ave, Woodhaven

party of the first part, and

ZENAIDA F. MARIANO, residing at 310 N. BALDWIN DRIVE, N. MASSAPDEQUA

party of the second part,

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

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

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

SEE SCHEDULE A ANNEXED HERETO

SAID PREMISES BEING KNOWN AS

310 NORTH BALDWIN PLACE  
N. MASSAPDEQUA, NY

SEC 52  
BLOCK 37  
LOT 1 TO 5 ✓

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

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

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

IN PRESENCE OF:

Thakur Subhan

TRI STATE SOLUTIONS INC.

30 + Kamal Zafar (President)

KAMAL ZAFAR - PRESIDENT.

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

June 22, 2017

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

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


**SUBJECT:** 310 NORTH BALDWIN DRIVE, NORTH MASSAPEQUA  
CLEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$793.79.

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

  
JOHN P. BISHOP  
ACTING DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN-UP 310 NORTH BALDWIN DRIVE, NORTH MASSAPEQUA TO P & D



# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-37-1) 310 NORTH BALDWIN DR MASSAPEQUA 11758

Date Jun 20, 2017

Work Order # 37889

Labor Costs		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
Employee's Name						
MICHAEL GIORDANO	General Maintenance	00:00	\$29.35	01:30	1.5	\$66.04
BRYAN HIGGINS	General Maintenance	00:00	\$35.26	01:30	1.5	\$79.34
GREGORY MARCHESE	General Maintenance	00:00	\$47.36	01:30	1.5	\$106.56
TIMOTHY OLSON	General Maintenance	00:00	\$38.84	01:30	1.5	\$87.39
RAYMOND SWIERKOWSKI	General Maintenance	00:00	\$26.65	01:30	1.5	\$59.96
Total Labor						\$399.29

Tools/Vehicle		Description	Rate per Hour	Hours	Line Cost
Tool/Vehicle					
PU414		PICK UP 2011 FORD F250 YELLO (12 / 012)	\$79.00	01:30	\$118.50
PU444		PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	01:30	\$118.50
TD573		TRUCK DUMP 2005 FORD F-350 YW (T-245) - Power Wagons	\$105.00	01:30	\$157.50
Total Equipment					\$394.50

Materials	Material	Cost Per Unit	Units	Line Cost
Total Materials				

**Grand Total \$793.79**

Description of Work:  
CLEAN UP 310 N. BALDWIN DRIVE, MASSAPEQUA

Signature:

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 22, 2017

Meeting of October 3, 2017

Resolution No. 612-2017

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 21, 2017, authorized the Highway Department to clean up the premises located at 30 Park Lane Place, Massapequa, New York 11758, also known as Section 65, Block 95, Lots 240-243 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 August 31, 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 June 22, 2017, in the total amount of \$548.51, 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 August 31, 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 \$548.51 may be assessed by the Legislature of the County of Nassau against the parcel known as 30 Park Lane Place, Massapequa, New York 11758, also known as Section 65, Block 95, Lots 240-243 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

742  
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: August 31, 2017

SUBJECT: Property Cleanup Assessment  
30 Park Lane Place, Massapequa, New York 11758  
Section 65, Block 95, Lots 240-243

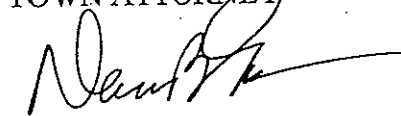
---

The Department of Planning and Development, by memorandum dated June 21, 2017, directed the Highway Department to clean the premises located at 30 Park Lane Place, Massapequa, New York 11758, also known as Section 65, Block 95, Lots 240-243 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 26, 2017, advised that the property was cleaned by a crew from the Highway Department on June 22, 2017. The cost incurred by the Town of Oyster Bay was \$548.51.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
cc: Town Attorney (w/7 copies)

S:\DBS\Cleanups MD & Reso\MD 30 Park Ln Pl 8.31.17.doc

2017-6062

Rec'd to

## TOWN OF OYSTER BAY

### Inter-Departmental Memo June 21, 2017

**To:** JOHN BISHOP: ACTING DEPUTY COMMISSIONER/HIGHWAY  
**From:** MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
**Through:** ELIZABETH L. MACCARONE: COMMISSIONER OF  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 30 Park Lane Place Massapequa, NY 11758  
SBL: 65-95-240-243

Notice of Violation (No.PG001) was issued to the owner of the above-referenced premises 06/14/17 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- The grass be cut.
- The bushes be trimmed.

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

ELIZABETH L. MACCARONE  
COMMISSIONER  
BY:

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

MEjs

cc: Joseph Nocella, Town Attorney

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT. THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY  
ON 9/14/16 + DELIVERED

THIS INDENTURE, made as of the 17th day of September, 2016  
BETWEEN

HOUSING TRUST FUND CORPORATION, a public benefit corporation of the New York State Housing Finance Agency  
having a principal address at 38-40 State Street, Albany, NY 12207

party of the first part or Grantor, and

ITAL DEVELOPMENT CORP., 4 Stoneridge Court, Syosset, New York 11794  
party of the second part or Grantee,

WITNESSETH, that the party of the first part, in consideration of Ten & 00/100 (\$10.00) dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF (the "Premises")

REVERSIONARY RIGHT AND RESTRICTION RUNNING WITH THE LAND. Grantee or Grantee's heirs, distributees, legal representatives, successors and assigns (collectively, the "Owner") shall obtain a duly issued final certificate of occupancy, or a duly issued certificate of completion, as applicable, from the local building department with jurisdiction covering the alterations and/or building(s), as applicable and all other improvements located on the Premises authorizing their use as a residential dwelling (the "Final Certificate of Occupancy") within three (3) years from the date of Closing, indicating that all redevelopment of the Premises is consistent with local use and zoning regulations and floodplain development and design requirements set forth in the New York State Building Code and any local codes. Within fifteen (15) days of the Owner's receipt of the Final Certificate of Occupancy, the Owner must submit the Final Certificate of Occupancy to the Grantor for Grantor's approval in order to release the Grantor's reversionary interest in the Premises. Owner further acknowledges that failure to obtain and present the Grantor with a Final Certificate of Occupancy that is satisfactory to Grantor within three (3) years of the date of Closing will result in the automatic reversion of the Premises to the Grantor. If at the time of the automatic reversion there are liens and/or encumbrances on the Premises, the Owner will be responsible for satisfying and extinguishing such liens and encumbrances. If Owner has not satisfied and extinguished the liens and encumbrances at the time of automatic reversion, Owner shall indemnify and defend Grantor against any costs, claims and expenses, including reasonable attorneys' fees, arising out of Owner's failure to satisfy and/or extinguish such liens and encumbrances. The Grantor reserves the right, at its sole discretion, to grant the Owner additional time to meet the condition or release the Grantor's reversionary interest upon written request by the Owner to the Grantor within three (3) years of the date of Closing ("Request for Extension"), showing Owner's good faith efforts to satisfy the condition. If the Premises are non-conforming and therefore require a variance in order to obtain a Final Certificate of Occupancy, upon Owner's submission to Grantor of a variance application for the Premises that has been approved by the applicable municipality, Owner's time to obtain a Final Certificate of Occupancy will be four (4) years from the date of Closing. An Owner wishing to combine a purchased Premises with an adjacently owned property may submit a written request to the Grantor to waive this restriction once the purchased Premises and the adjacent property have been merged. Such a request must include documentation filed with the relevant clerk's office that the plots have been merged prior to the request for waiver. Grantor may conduct biannual monitoring on the progress of the redevelopment of the Premises and Owner shall cooperate with Grantor and Grantor's agents and provide Grantor with such information and documentation as may be reasonably requested by Grantor in connection with the redevelopment of the Premises. Owner appoints and delegates Grantor to review the construction progress. Upon Owner's satisfaction of the above-referenced requirements, the Grantor's reversionary interest will be released and full title will vest in the Owner. The Final Certificate of Occupancy or any Request for Extension must be sent to acquisitionauctions@stormrecovery.ny.gov or to Housing Trust Fund Corporation, Attn: New York Rising Acquisition Auction Monitoring and Compliance, 500 Bi-County Boulevard, Suite 118, Farmingdale, NY 11735 or to 25 Beaver Street, 5th Floor New York NY 10004 or such other address as Grantor may designate upon notice to Owner.

COVENANT AS TO FLOOD INSURANCE RUNNING WITH THE LAND. If the Premises is located in a Special Flood Hazard Area under Federal Emergency Management Agency (FEMA) Flood Maps or within the Special Flood Hazard Area under the Advisory Base Flood Elevations issued by FEMA, at the time of any conveyance, any dwelling on any part of the Premises shall be insured under a policy of flood insurance in the amount equal to the lesser of (a) the full insurable value, as determined by the property insurer secured by the transferee; or (b) the maximum amount of flood insurance coverage available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program. In the event the Grantee or subsequent owners/transferees shall fail to maintain flood insurance, Grantee or Owner may not be eligible for federal disaster relief assistance for repair, replacement, or restoration of damage due to flooding as provided for in 42 U.S.C. §5154a. Grantee must notify subsequent transferees of the requirement to maintain flood insurance by including this covenant to secure flood insurance notification language in all subsequent written conveyance instruments. This covenant as to flood insurance shall run with the Premises in perpetuity or, alternatively, for the maximum period permitted by law, and may be enforced by any transferor, any of transferor's successors in interest or by FEMA, the United States Department of Housing and Urban Development or any other authorized government entity.

This conveyance is made pursuant to Section 45-a7(e) of the Private Housing Finance Law of the State of New York.

Being and intended to be the same premises as those conveyed to the party of the first part by Deed from Alan L. Post and Arlene Post dated 2/3/16, which said Deed was recorded in the Nassau County Clerk's Office on 3/10/16 in Liber 13331 at page 927, said premises also known as 30 Park Lane Place, Massapequa, New York 11758.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

*[Signature]*

HOUSING TRUST FUND CORPORATION

By:

*[Signature]*  
Lisa Bova-Hiatt  
Executive Director

ACKNOWLEDGED:

TAL DEVELOPMENT CORP. Grantee

By: *[Signature]*

Name:

Title:

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Nassau, ss.

On the 9<sup>th</sup> day of September in the year 2016,  
before me, the undersigned, personally appeared

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

*[Signature]*  
Notary Public

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of New York, ss.

On the 7 day of September in the year 2016,  
before me, the undersigned, personally appeared

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

*[Signature]*  
Notary Public

DBJ

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

June 26, 2017

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

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

**SUBJECT:** 30 PARK LANE PLACE, MASSAPEQUA  
CLEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$548.51.

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

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

JPB/kjb

Enc. T & M sheet



CLEAN-UP 30 PARK LANE PLACE, MASSAPEQUA TO P & D

RECEIVED  
TOWN OF OYSTER BAY  
JUN 27 2017

JUN 27 AM 11:30



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (65-95-240) 30 PARK LANE PL MASSAPEQUA 11758

Date Jun 22, 2017

Work Order # 37954

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GREGORY MARCHESE	General Maintenance	00:00	\$47.36	01:00	1.5	\$71.04
VINCENT CAGGIANO JR	General Maintenance	00:00	\$23.69	01:00	1.5	\$35.54
RAYMOND SWIERKOWSKI	General Maintenance	00:00	\$26.65	01:00	1.5	\$39.97
PAT DAVINO	General Maintenance	00:00	\$22.64	01:00	1.5	\$33.96
Total Labor						\$180.51

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU414	PICK UP 2011 FORD F250 YELLO (12 / 012)	\$79.00	01:00	\$79.00
PU444	PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	01:00	\$79.00
TD593	TRUCK DUMP 2006 FORD F-350 YW (T-300) - Power Wagons	\$105.00	01:00	\$105.00
TR155	TRAILER 2008 CMATE 816CC YW	\$105.00	01:00	\$105.00
Total Equipment				\$368.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$548.51

Description of Work:  
CLEAN UP 30 PARK LANE PLACE MASSAPEQUA

Signature:

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jun 26, 2017

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development by the emergency powers granted to the Acting Commissioner of the Department of Planning and Development, authorized the Highway Department to boardup the front door of the premises located at 603 Franklin Avenue, Massapequa, New York 11758, also known as Section 52, Block 198, Lot 8 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 August 30, 2017, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on January 3, 2017, in the amount of \$142.66, 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 August 30, 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 \$142.66 may be assessed by the Legislature of the County of Nassau against the parcel known as 603 Franklin Avenue, Massapequa, New York 11758, also known as Section 52, Block 198, Lot 8 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

720  
Reviewed By  
Office of Town Attorney

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

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: August 30, 2017  
SUBJECT: Property Cleanup Assessment  
603 Franklin Avenue, Massapequa, New York 11758  
Section 52, Block 198, Lot 8

---

By the emergency powers granted to the Commissioner of the Department of Planning and Development, the Highway Department was directed to secure the front door of the premises located at 603 Franklin Avenue, Massapequa, New York 11758, also known as Section 52, Block 198, Lot 8 on the Land and Tax Map of the County of Nassau. (See attached copy of Satisfaction of Mortgage). The cost incurred by the Town of Oyster Bay was \$142.66.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
Town Attorney (10 copies)

S:\DBS\Cleanup\MD&Res\MD 603 Franklin Ave Bd Up 8.30.17

2017-5869  
Need Deed

**Ken Bishop**

---

**From:** Michael Esposito  
**Sent:** Tuesday, January 03, 2017 9:28 AM  
**To:** Ken Bishop  
**Subject:** 603 franklin avenue 52-198-8

Kenny  
Public safety notified me that the front door is open at this vacant property. Please send a carpenter there to secure the front door.  
Thanks Michael

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,  
that Mortgage Electronic Registration Systems, Inc.  
1330 W. Southern Ave., Mail Stop: TPSA-88, Tempe, AZ 85282  
DOES HEREBY CERTIFY that the following Mortgage IS PAID, and does hereby consent that the same be  
discharged of record.  
Mortgage dated 03/24/2005, made by  
JOSEPHA A. COLLIER  
to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
in the principal sum of \$338,000.00 and recorded on 04/15/2005 in Liber/Book M 28674, page 687 in the office of  
the County Clerk of the County of NASSAU, State of New York.

mt 3  
3  
603 Franklin Ave

Section: 52, Block: 198, Lot: 8  
County or Town: NASSAU  
Street Address: 603 FRANKLIN AVENUE, MASSAPEQUA, NY 11758

Interim Assignment(s):

From	To	Recording Information

Which mortgage has not been further assigned of record.

Dated: 10/05/2007

Mortgage Electronic Registration Systems, Inc.

In presence of:

Gwen Albino  
Assistant Secretary

Karen P. Accorino  
Assistant Secretary

DOCID#000917635822005N

DB5

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

January 5, 2017

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

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

**SUBJECT:** 603 FRANKLIN AVENUE, MASSAPEQUA  
BOARD - UP

---

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

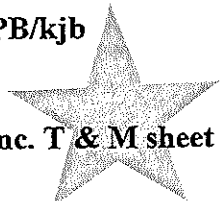
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$142.66.

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

  
JOHN P. BISHOP  
ACTING COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



COMMUNICATIONS OFFICE  
PHONE 677-5804

1 2017 MAR -2 A 10:43

BOARD-UP 603 FRANKLIN AVENUE, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Location (52-198-8) 603 FRANKLIN AVE MASSAPEQUA 11758

Date Jan 3, 2017

Work Order # 33330

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JEFFREY VAN NOSTRAND	General Maintenance	01:00	\$44.03	00:00	0	\$44.03
Total Labor						\$44.03

Tools/Vehicle

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

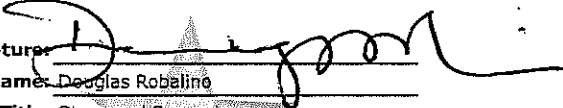
Materials

Material	Cost Per Unit	Units	Line Cost
Hasps	\$7.24	1	\$7.24
Locks	\$12.39	1	\$12.39
Total Materials			\$19.63

Grand Total \$142.66

Description of Work:

RE BOARD UP FRONT DOOR TO 603 FRANKLIN AVENUE MS

Signature:   
Name: Douglas Robalino  
Title: Storeyard Supervisor  
Date: Jan 4, 2017

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 10, 2017, authorized the Highway Department to clean up the premises located at 121 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 145, Lot 11 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 August 31, 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 15, 2017, in the total amount of \$602.32, 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 August 31, 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 \$602.32 may be assessed by the Legislature of the County of Nassau against the parcel known as 121 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 145, Lot 11 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By  
Office of Town Attorney  
*[Signature]*

18

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 31, 2017

SUBJECT: Property Cleanup Assessment  
121 Arlyn Drive West, Massapequa, New York 11758  
Section 53, Block 145, Lot 11

---

The Department of Planning and Development, by memorandum dated May 10, 2017, directed the Highway Department to clean the premises located at 121 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 145, Lot 11 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated May 19, 2017, advised that the property was cleaned by a crew from the Highway Department on May 15, 2017. The cost incurred by the Town of Oyster Bay was \$602.32.

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

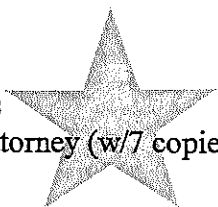
Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:aml  
Attachments  
cc: Town Attorney (w/7 copies)



S:\DBS\Cleanups MD & Reso\MD 121 Arlyn Dr 8.31.17.doc

✓ 2017-6090  
Need for

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**  
May 10, 2017

**To:** JOHN BISHOP: ACTING DEPUTY COMMISSIONER/HIGHWAY  
**From:** MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
**Through:** ELIZABETH L. MACCARONE: COMMISSIONER OF  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 121 Arlyn Drive W. Massapequa, NY 11758  
SBL: 53-145-11

Notice of Violation (No.16894) was issued to the owner of the above-referenced premises 05/01/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.


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

- The grass be cut.
- The bushes be trimmed.

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

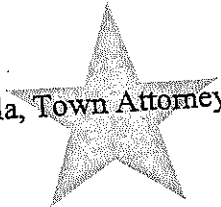
ELIZABETH L. MACCARONE  
COMMISSIONER

BY:

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney



THIS INDENTURE, made the 4th day of February 2004

BETWEEN

SCOTT LYNCH, residing at 121 Arlyn Drive West, Massapequa, New York 11758

party of the first part, and

EDWIN CHING, residing at 703 Willow Road, Franklin Square, New York 11010

party of the second part,

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

Ten and 00/100 (S10.00) dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

at Massapequa, Town of Oyster Bay, Nassau County and State of New York, known and designated as and by the Lot Number 11 in Block 145 on a certain map entitled, "Map of Arlyn Oaks, Section No. 53 situated at Massapequa, Town of Oyster Bay, Nassau County, New York" and filed in the office of the Clerk of the County of Nassau on July 11, 1951 as Map No. 5257, which said lot is more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Arlyn Drive West distant 671.84 feet northerly from the extreme northerly end of an arc of a curve connecting the westerly side of Arlyn Drive West with the northerly side of Merrick Road;

RUNNING THENCE South 87 degrees 58 minutes 34 seconds West 97.64 feet;

THENCE North 0 degrees 58 minutes 25 seconds West 66.35 feet;

THENCE South 88 degrees 47 minutes 18 seconds East 98.30 feet to the westerly side of Arlyn Drive West;

THENCE southerly along the westerly side of Arlyn Drive West on the arc of a curve having a radius of 1,077.07 feet a distance of 60.82 feet to the point or place of BEGINNING.

SAID PREMISES being the same as conveyed to Grantor by deed dated 02/29/00 and recorded 03/03/00 in Liber 11177 Page 821.

SAID PREMISES being known as 121 Arlyn Drive West, Massapequa, New York.

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

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

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

IN PRESENCE OF:

Kathleen D. Sciarra

Scott Lynch

## Der

May 19, 2017

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

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

**SUBJECT: 121 ARLYN DRIVE, MASSAPEQUA  
CLEAN UP**

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$602.32.

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

**JOHN P. BISHOP**  
**ACTING DEPUTY COMMISSIONER**  
**HIGHWAY DEPARTMENT**

JPB/kjb

**Enc. T & M sheet**

CLEAN-UP 121 ARLYN DRIVE, MASSAPEQUA TO P & D

ADMINISTRATIVE OFFICE  
COMMUNITY DEVELOPMENT

1 2017 JUL 14 PM 1:14



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED  
UNDER ROAD RESTORATION

Date May 15, 2017

Location (53-145-11) 121 ARLYN DR MASSAPEQUA 11758

Work Order # 36769

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SCOTT DADE	General Maintenance	01:00	\$47.36	00:00	0	\$47.36
STEVE DIAKOGIANNIS	General Maintenance	01:00	\$38.36	00:00	0	\$38.36
CHRISTOPHER MOORE	General Maintenance	01:00	\$24.36	00:00	0	\$24.36
JOHN PIETROSANTE	General Maintenance	01:00	\$44.49	00:00	0	\$44.49
JAMES ROMANO	General Maintenance	01:00	\$27.75	00:00	0	\$27.75
Total Labor						\$182.32

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
TD572	TRUCK DUMP 2005 INTL 7300 YW (T-242)- 6 Wheeler	\$131.00	01:00	\$131.00
TD633	PICK-UP TRUCK 2008 FORD F-250 YW (24 / 024)	\$79.00	01:00	\$79.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:00	\$105.00
Total Equipment				\$420.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$602.32

Description of Work:  
CLEAN UP 121 ARLYN DRIVE W. MS TO DOUG

Signature:   
Name: Douglas Robalino  
Title: Storeyard Supervisor  
Date: May 19, 2017

Meeting of October 3, 2017

Resolution No. 635-2017

WHEREAS, Len Margolis, President, Locust Valley Chamber of Commerce, by letter dated September 15, 2017, has requested the closure of Municipal Parking Fields LV-1 and LV-2 in Locust Valley, and the use of twelve (12) complete barricades, for their 12<sup>th</sup> Annual Harvest Festival on Saturday, October 7, 2017 from 11:00 a.m. until 4:00 p.m., with a rain date of October 14, 2017; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated September 15, 2017, has advised that Municipal Parking Fields LV-1 and LV-2 in Locust Valley, will not be required by the Town and that the Highway Department has no objection to providing use of said parking fields on October 7, 2017 from 11:00 a.m. until 4:00 p.m., and that the Highway Department has no objection to providing twelve (12) complete barricades to the Locust Valley Chamber of Commerce, to be delivered on October 6, 2017 through October 10, 2017; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Highway Department, is hereby authorized to provide the use of Municipal Parking Fields LV-1 and LV-2 in Locust Valley to the Locust Valley Chamber of Commerce, for the Chamber's 12<sup>th</sup> Annual Harvest Festival on October 7, 2017 from 11:00 a.m. until 4:00 p.m., and twelve (12) complete barricades to be delivered on October 6, 2017 and picked up on through October 10, 2017, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Highway Department or a duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activities; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence \$2,000,000 general aggregate per year, and naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Highway

Reviewed By  
Office of Town Attorney

28  
TOWN OF OYSTER BAY

Inter-Departmental Memo

September 15, 2017

**TO:** MEMORANDUM DOCKET  
**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT  
**SUBJECT:** LOCUST VALLEY CHAMBER OF COMMERCE  
12<sup>th</sup> ANNUAL HARVEST FESTIVAL  
OCTOBER 7, 2017.

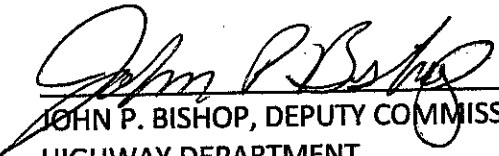
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Enclosed please find a copy of the letter from Len Margolis, President, requesting our assistance on behalf of the Locust Valley Chamber of Commerce in conducting their 12<sup>th</sup> annual Harvest Festival on Saturday, October 7, 2017.

The Highway Department has no objection to the Locust Valley Chamber of Commerce using Lot LV-2 near the Railroad Crossing (between Forest Ave and Elm St), and Lot LV-1 in Locust Valley, on Saturday, October 7, 2017, from 11:00 am until 4:00 pm for their annual Harvest Festival.

In addition, the Highway Department will be pleased to provide twelve (12) complete barricades for the event, from October 6, 2017 through October 10, 2017.

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

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/taw

C: Town Attorney (7) copies  
Richard Lenz, P.E., Commissioner DPW  
Doug Robalino, General Foreman  
Justin McCaffrey, Commissioner, Public Safety Department

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**Locust Valley Chamber of Commerce**

P.O. Box 178  
Locust Valley, New York 11560  
[www.locustvalleychamber.com](http://www.locustvalleychamber.com)

August 22, 2017

John Bishop  
Acting Deputy Commissioner of Highway  
150 Miller Place  
Syosset, NY 11791

Dear Mr. Bishop,

The Locust Valley Chamber of Commerce (LVCC) will be holding its 12<sup>th</sup> annual Harvest Festival, on Saturday October 7<sup>th</sup>, 2017, from 11:00 am until 4:00 pm. We are hoping that this will help bring potential customers to the area to promote commerce in the area for this event.

We would like to request the use of 12 barricades to close off the parking area near the Railroad Crossing (between Forest Ave & Elm Street) and parking field LV-1.

The requisite insurances will be provided to the Town of Oyster Bay and Nassau County for this event and would very much appreciate your assistance in arranging for a permit for approval for the use of this area.

Should you have any questions or require any further information please do not hesitate to contact me.

*Rain Date October 14, 2017*

Thank you for your cooperation in this matter.

Yours Truly,

  
Len Margolis, President

# CERTIFICATE OF LIABILITY INSURANCE

**LOCUS-4**

OP ID: MC

DATE (MM/DD/YYYY)

05/10/2017

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

PRODUCER  
BADGE AGENCY, INC.  
500 North Broadway, Suite 231  
Jericho, NY 11753  
REARDON RAPLEE LINDNER

CONTACT REARDON RAPLEE LINDNER	
NAME	
PHONE (A/C. No. Ext.)	516-676-0070
FAX (A/C. No.)	516-676-0258
E-MAIL	
ADDRESS	

INSURER(S) AFFORDING COVERAGE		NAME
MT. VERNON INSURANCE CO.		

INSURER A: MT. VERNON INSURANCE CO.

INSURER 8:

INSURER C:

INSURER D:

INSURERS:

INSURER F:

**INSURED** Locust Valley Chamber of  
Commerce  
P O Box 178  
Locust Valley, NY 11560

## COVERAGES

**CERTIFICATE NUMBER:**

## REVISION NUMBER:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
<p>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.</p>		
	POLICY EFF.	POLICY EXP.
		LIMITS

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY FPD CHANGES										
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> X	COMMERCIAL GENERAL LIABILITY			X	NBP2552266	05/04/2017	05/04/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/> X	OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000
	<input type="checkbox"/>								MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>								PERSONAL & ADV INJURY	\$
	<input type="checkbox"/>								GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:									
	<input type="checkbox"/>	POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC						
	OTHER:									
	AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Per accident)	\$
	<input type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>								PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>									\$
	<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR					EACH OCCURRENCE	\$
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE					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)			<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$
									E.L. DISEASE - POLICY LIMIT	\$

DATE	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
10/1/78	10/1/78
10/2/78	10/2/78
10/3/78	10/3/78
10/4/78	10/4/78
10/5/78	10/5/78
10/6/78	10/6/78
10/7/78	10/7/78
10/8/78	10/8/78
10/9/78	10/9/78
10/10/78	10/10/78
10/11/78	10/11/78
10/12/78	10/12/78
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10/16/78	10/16/78
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10/23/78	10/23/78
10/24/78	10/24/78
10/25/78	10/25/78
10/26/78	10/26/78
10/27/78	10/27/78
10/28/78	10/28/78
10/29/78	10/29/78
10/30/78	10/30/78
10/31/78	10/31/78

**Certificate Holder is additional Insured.**

**Harvest Festival Oct 7, 2017 (raindate Oct 14, 2017)**

**CERTIFICATE HOLDER**

**TOBH WYD**

**TOWN OYSTER BAY  
150 MILLER PLACE  
SYOSSET, NY 11791**

## CANCELLATION

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

**AUTHORIZED REPRESENTATIVE**

AUTHORIZED REPRESENTATIVE  
*Mitchel Ventres*

**ACORD 25 (2016/03)**

Reviewed By

Office of Town Attorney

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Locust Valley Chamber of Commerce

POLICY NUMBER: **Policy # NBP2552266**  
**05/04/17 - 05/04/18**

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):

**Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791**

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

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

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

However:

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

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

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

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

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



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

This Agreement is made this 7 day of Sept. 2017, by Locust Valley Chamber of Commerce (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Parking Area ON Birch Hill Road  
Between Forest Ave AND Elm St. ALSO Parking Lot # LV-1

Need 12 Barricades.

For the event described as Harvest Festival ON Oct 7th Rnd Date OCT 14th  
The property/equipment is need from Oct 6th - Oct 9th to Rnd Date of Oct. 13-16.  
The event for which the property and/or equipment is requested ( ) is ( ☒ ) is not a not a profit making event.

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

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

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

Name of Organization:

Locust Valley Chamber of Commerce

Address of Organization:

P.O. Box 178  
Locust Valley NY 11803

By: [Signature]

Authorized Representative

Title: President

Telephone Number: 516- [REDACTED]

Reviewed By  
Office of Town Attorney

[Signature]

DATE: 8/29/17

TO: HIGHWAY OPERATIONS

SUBJECT: Locust Valley Chamber of Commerce 12<sup>th</sup> Annual Harvest Festival

PLEASE DELIVER TO:

Locust Valley  
LV-1 & 2

CONTACT: Len Margolis  
516- [REDACTED]

DATE OF EVENT: 10/7/17

BARRICADES: 12

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 10/6/17

PICKUP : 10/10/17

SWEEPING BEFORE AFFAIR IS NEEDED:

	XX
YES	NO

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

JPB/taw

CC: Doug Robalino, General Foreman 002  
Peter Brown, Regional Foreman 009  
Jim Ajamian, Area Foreman 011  
Jeff VanNostrand  
Public Safety Division

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

WHEREAS, by Town Board Resolution No. 438-2016, adopted on August 9, 2016, Lockwood, Kessler & Bartlett, Inc., was approved to provide engineering services for the preparation of Contract No. H16-142, Construction of Highway Improvements to the Smith Street area, located in Glen Head; and

WHEREAS, Richard W. Lenz, Commissioner of the Department of Public Works, by memorandum dated September 13, 2017, has approved the specifications and recommended that the Division of Engineering be authorized and directed to proceed with the bidding phase and construction phase for Contract No. H16-142-PH3; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize the Division of Purchasing to proceed with setting a date for receiving bids for this contract by contacting the Division of Engineering to establish the bid date,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Division of Engineering is authorized and directed to proceed with the bidding phase and construction phase for Contract No. H16-142-PH3, and the Division of Purchasing is hereby authorized to proceed with setting a bid date for receiving bids for Contract No. H16-142-PH3 by contacting the Division of Engineering to establish the bid date.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Public Works

74  
Reviewed By  
Office of Town Attorney  
RM

31  
TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

SEPTEMBER 13, 2017

TO: MEMORANDUM DOCKET

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


SUBJECT: REQUEST TO ENTER BID & CONSTRUCTION PHASES  
CONSTRUCTION OF HIGHWAY IMPROVEMENTS  
TO THE SMITH STREET AREA-PHASE 3  
LOCATED IN GLEN HEAD  
CONTRACT NO. H16-142-PH3

---

The office of Lockwood, Kessler & Bartlett, Inc., has been approved by Resolution No. 438-2016 to provide engineering services for the preparation of the above-referenced contract.

The Commissioner of Public Works has approved the specifications and recommends that the Division of Engineering be authorized and directed to proceed with the bidding phase and construction phase for Contract No. H16-142-PH3.

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

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

  
RWL/MR/HAS/dz

Attachment

cc: Office of the Town Attorney (w/7 copies)  
Christine Wiss, Deputy Comptroller  
John Bishop, Deputy Commissioner/Highway  
Kathy Stefanich, Administrative Division/DPW

H16-142-PH3 DOCKET REQUEST TO BID



WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated August 5, 2016, advised that on July 18, 2016, the Department of Public Works issued a Request for Proposal for Engineering Services relative to Highway Improvements to the Smith Street area in Glen Head, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. H16-142; and

WHEREAS, in response to that Request for Proposals, five (5) responses were timely received by the Department of Public Works; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated August 5, 2016, that after review of the preliminary recommendations and in conjunction with the current workload, the Department has selected Lockwood, Kessler & Bartlett, Inc., to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy. Accordingly, the Department of Public Works requests that the Town Board authorize the Supervisor to enter into an agreement with Lockwood, Kessler & Bartlett, Inc. The Department of Public Works further requests that \$234,000.00 of the total authorization be encumbered for the Design Phase; further authorizations, up to the maximum of \$156,000.00, comprised of \$2,000.00 for the Bid Phase and \$154,000.00 for the Construction Phase, will be submitted to the Office of the Comptroller when required; and

WHEREAS, Lockwood, Kessler & Bartlett request the approval to retain the firm of Gayron de Bruin Land Surveying and Engineering, P.C. for the topographic/base mapping work of this project,

NOW, THEREFORE, BE IT RESOLVED, That upon the abovementioned recommendations, the Supervisor is hereby authorized to enter into Contract No. H16-142 with Lockwood, Kessler & Bartlett, Inc., in the amount of \$390,000.00, in accordance with the provisions thereunder; and be it further

RESOLVED, that Lockwood, Kessler & Bartlett, Inc., shall retain Gayron de Bruin Land Surveying and Engineering, P.C., for the topographic/base mapping as hereinabove set forth; and be it further

RESOLVED, That funds are available to satisfy the initial encumbrance in the amount of \$234,000.00 from Account No. HWY H 5197 20000 000 1503 008; and be it further

RESOLVED, That in accordance with Town policy, the amount of \$234,000.00 shall be encumbered, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008, further authorizations, up to the maximum of \$156,000.00, comprised of \$2,000.00 for the Bid Phase and \$154,000.00 for the Construction Phase, will be submitted to the Office of the Comptroller when required.

-#-

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  
Highway

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

WHEREAS, Ken Johnson, Fire Inspector, Syosset Fire Department, 50 Cold Spring Road, Syosset, New York 11791, by letter dated August 22, 2017, requests the closing of the northeast portion of Municipal Parking Field S-1 in Syosset, adjacent to the Fire Department Headquarters, from Friday, October 6, 2017 at 9:00 p.m. until Sunday, October 8, 2017, at 6:00 p.m., and fifteen (15) complete barricades, for the annual Fire Prevention Open House at Syosset Fire Department Headquarters, to be held on October 8, 2017; and

WHEREAS, John Bishop, Deputy Commissioner of the Highway Department, by memorandum dated September 18, 2017, has advised that he has no objection to the closing of the northeast portion of Municipal Parking Field S-1 in Syosset, adjacent to the Fire Department Headquarters, accompanied by the installation of "No Parking" signs at that location, from Friday October 6, 2017 at 9:00 p.m. until Sunday October 8, 2017 at 6:00 p.m., and to provide fifteen (15) complete barricades from Friday October 6, 2017 through Tuesday October 10, 2017 for this event; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned requests are hereby accepted and approved, and John P. Bishop, Deputy Commissioner of the Highway Department, is hereby authorized to provide for the closing of Municipal Parking Field S-1 in Syosset, adjacent to the Fire Department Headquarters, accompanied by the installation of "No Parking" signs for from Friday, October 6, 2017 at 9:00 p.m. until Sunday, October 8, 2017 at 6:00 p.m., and to provide fifteen (15) complete barricades from Friday, October 6, 2017 through Tuesday, October 10, 2017, for the annual Fire Prevention Open House at Syosset Fire Department Headquarters to be held on October 8, 2017; subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activity; and
3. The said municipality shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said municipality maintains general liability insurance in the amounts of \$1,000,000 with a general aggregate of \$2,000,000, and naming the Town as an additional insured, in connection with the aforescribed activity.

-#-

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

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

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

7/14/17  
Reviewed By  
Office of Town Attorney

20

TOWN OF OYSTER BAY

**Inter-Departmental Memo**

September 18, 2017

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** SUPPLEMENTAL MEMO to ITEM No. 41 DOCKET of SEPTEMBER 19, 2017  
SYOSSET FIRE DISTRICT ANNUAL FIRE PREVENTION OPEN HOUSE  
TO BE HELD OCTOBER 8, 2017

---

Enclosed please find a copy of the letter from Ken Johnson, Fire Inspector, requesting our assistance on behalf of the Syosset Fire District in conducting their annual Fire Prevention Open House at Department Headquarters on Sunday, October 8, 2017.

The Highway Department has no objection to the Syosset Fire District utilizing the northeast portion of Municipal Parking Field S-1 in Syosset (adjacent to the Fire Department Headquarters) on Sunday, October 8, 2017 for their annual Fire Prevention Open House. This will enable them to adequately display and conduct demonstrations of their equipment. The organization would appreciate the posting of temporary "No Parking" signs in Municipal Parking Field S-1 from Friday, October 6, 2017 at 9:00 pm through Sunday, October 8, 2017 at 6:00 pm.

Further, the Highway Department will be pleased to provide fifteen (15) complete barricades from Friday, October 6, 2017 through Tuesday, October 10, 2017 for this event.

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

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/taw

Attachments

CC: Town Attorney (7) copies  
Richard Lenz, P.E., Commissioner DPW  
Doug Robalino, General Foreman 002  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Department of Public Safety

---

# Syosset Fire District

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

COMMISSIONERS:

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

SECRETARY/TREASURER:

DIRECTOR OF PURCHASING:  
SUPERINTENDENT:  
COUNSEL:

KAREN BORRELLI

ROBERT E. LEE

JACK RANDAZZO

CHRIS J. COSCHIGNANO, ESQ.

August 22, 2017

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

Dear Sir:

The Syosset Fire District will be conducting our annual Fire Prevention Open House at Department Headquarters on Cold Spring Road on Sunday, October 8, 2017.

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

We would begin to close off this area as vehicles leave the parking lot on Friday evening, October 6, to ensure that it is clear of any vehicles on Sunday October 8, 2016.

It is also requested that the Highway Department provide us with 15 sets of barricades for this event.

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

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

Thank you for your attention and consideration.

Sincerely,

  
Ken Johnson  
Fire Inspector



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2017

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 endorsement(s).

PRODUCER McNeil &amp; Company, Inc.

P.O. Box 5570

20 Church Street

Corland, NY 13045

CONTACT

NAME:

PHONE:

(A/C, H/S, F/M):

E-MAIL:

ADDRESS:

1-800-822-3747

FAX:

(A/C, H/S):

607-756-5051

info@mcneilandcompany.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Arch Insurance Company

NAIC #

11150

INSURED

Syosset Fire District

50 Cold Spring Road

Syosset, NY 11791

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR CTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X Emergency Services Liability Coverage (Claims Made) X Fire and Rescue Service Liability GEN'L AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER	<input type="checkbox"/> <input type="checkbox"/>	MEPK05248012	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MTPLF AP (Per person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPROP AGG \$10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED HIRE AUTOS NON-OWNED HIRE AUTOS AUTOS	<input type="checkbox"/> <input type="checkbox"/>	MEPK05248012	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$1,000,000 BODILY INJURY (Per person) \$5,000 BODILY INJURY (Per accident) \$5,000 PROPERTY DAMAGE (Per accident) \$5,000
A	X UMBRELLA LIAB EXCESS LIAB GEN'L AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER	X OCCUR <input type="checkbox"/> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> <input type="checkbox"/>	MEUM06415112	04/01/2017	04/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY DAMAGE/INJURY EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A <input type="checkbox"/>				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EA EACH ACCIDENT \$5,000 EA OVERALL - LA EMPLOYER \$5,000 EA DISFESS - POLICY LIMIT \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is Additional Insured per form CG2025 (04/13) with respect to use of Town of Oyster Bay Commuter Parking lot S1. 15 sets of barricades, 2 roll off containers, and 1 set of bleachers for Fire Prevention Day for the period of 10/6/17 - 10/9/17.

## CERTIFICATE HOLDER

Town of Oyster Bay

54 Audrey Avenue

Oyster Bay, NY 11771

## 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

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ACORD 25 (2014/01)

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Reviewed By  
Office of Town Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## POLICY CHANGES

Policy Change  
Number 4

POLICY NUMBER MEPK06248012	POLICY CHANGES EFFECTIVE 09/13/2017	COMPANY Arch Insurance Company
NAMED INSURED Syosset Fire District		AUTHORIZED REPRESENTATIVE McNeil & Company, Inc.
COVERAGE PARTS AFFECTED Commercial General Liability Coverage		
<p style="text-align: center;"><b>CHANGES</b></p> <p>We have hereby AMENDED form CG2026 (04/13), Additional Insured- Designated Person or Organization, on the above policy as follows:</p> <p>ADDED: Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771 w/r/t use of 2 roll-off containers for Fire Prevention Day 10/6/17-10/9/17</p> <p>ADDED: Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771 w/r/t use of Commuter Parking Lot S1&amp;15 sets of barricades 10/6/17-10/9/17</p> <p>ADDED: Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771 w/r/t use of 1 set of bleachers for Fire Prevention Day 10/6/17 - 10/9/17</p> <p>All coverage terms and conditions apply. No Premium Change</p>		

dg

09/14/2017

  
Authorized Representative Signature  
MCNEIL AND COMPANY, INC.

IL 12 01 11 85

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

Page 1 of 1

Reviewed By  
Office of Town Attorney



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

This Agreement is made this 9/18 day of Sept. 2017, by R Johnson  
(Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or  
equipment located at and/or described as 15 SETS OF BARRICADES +  
PARKING LOT 51

For the event described as \_\_\_\_\_  
The property/equipment is need from 10-6-17 to 10-10-17  
The event for which the property and/or equipment is requested ( ) is ( ☒ ) is not a not a profit making  
event.

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

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

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

Name of Organization:

SYOSSET FIRE DISTRICT

Address of Organization:

50 Cold Spring Rd  
SYOSSET NY 11791

By: [Signature]

Authorized Representative

Title: INSPECTOR

Telephone Number: 516 [REDACTED]

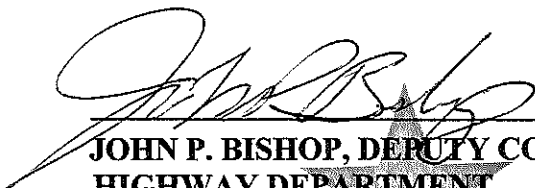
**DATE:** 9/18/17  
**TO:** HIGHWAY OPERATIONS  
**SUBJECT:** Syosset Fire District Open House

<b>PLEASE DELIVER TO:</b>	<b>DATE OF EVENT:</b>	10/8/17
Syosset Fire House	<b>SNOW FENCE:</b>	
50 Cold Spring Road	<b>BARRICADES:</b>	15
Syosset	<b>CONES:</b>	
<b>CONTACT: Ken Johnson</b>	<b>SORT PAILS:</b>	
516 [REDACTED]	<b>PORTABLE LIGHTS:</b>	
	<b>GENERATOR:</b>	
	<b>PACKER:</b>	
	<b>DELIVER ON:</b>	10/6/17
	<b>PICKUP ON:</b>	10/10/17

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

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

JPB/taw

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

CC: Doug Robalino, General Foreman 002  
Peter Brown, Regional Foreman 009  
Peter Brown, Area Foreman 015  
Jeff VanNostrand

Dan Kornfeld  
Public Safety Division

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

September 19, 2017

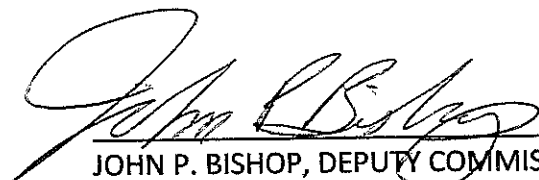
**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** SYOSSET FIRE DISTRICT  
ANNUAL FIRE PREVENTION OPEN HOUSE  
TO BE HELD OCTOBER 8, 2017 Save a Space/Supplemental Memo to Follow

---

The Highway Department is requesting that a space be saved on the docket for the above mentioned event. More information to follow.

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/taw

C: Town Attorney (7) copies  
Richard Lenz, P.E., Commissioner DPW  
Doug Robalino, General Foreman 002  
Justin McCaffrey, Commissioner, Dept. of Public Safety

---

Meeting of October 3, 2017

Resolution No. 638-2017

WHEREAS, the Office of the Town Attorney, working with Salerno Brokerage Corp., has been able to secure flood insurance on thirty-eight (38) Town Buildings from the National Flood Insurance Program (NFIP) through Wright National Flood Insurance Services, LLC; and

WHEREAS, the NFIP is administered through FEMA, through various private insurance companies, and provides flood insurance at set rates; and

WHEREAS, flood insurance is essential to protect the Town's valuable assets, and to ensure FEMA reimbursement in the event of flooding resulting from a federally declared disaster; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated September 12, 2017, recommended that flood insurance be secured at a cost of \$202,436.00 for a one-year period nunc pro tunc from September 18, 2017 through September 18, 2018, with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted, and the Office of the Town Attorney is hereby authorized to secure flood insurance on thirty-eight (38) Town Buildings, from the National Flood Insurance Program, nunc pro tunc from September 18, 2016, through Wright Flood Insurance Services, LLC, in the amount of \$202,436.00 for a one-year period from September 18, 2017 through September 18, 2018; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same to Salerno Brokerage Corp., from Account No. TWN AMS 1910 43010 602 0000 000 upon the submission of a duly certified claim therefor, after audit.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

Reviewed By  
Office of Town Attorney

42

Town of Oyster Bay  
Inter-Departmental Memo

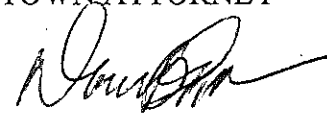
TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: September 12, 2017  
SUBJECT: 2017/2018 Flood Insurance

---

This office, working with Salerno Brokerage Corp., has been able to secure flood insurance on thirty-eight (38) Town Buildings through the National Flood Insurance Program (NFIP) (see attached spreadsheet). The private carriers of flood insurance would not quote a premium at this time based upon the potential risk for substantial flood damage and the increasing risk of major storms. Other Town Buildings are already covered under our property insurance policy.

The cost of covering the Town's thirty-eight (38) buildings for a one-year period from September 18, 2017 through September 18, 2018 is \$202,436.00. This is a savings of \$6,735.00 from last year's premium. Funds are available in Account No. TWN AMS 1910 43010 602 0000 000. This office recommends that flood insurance be secured from the National Flood Insurance Program, nunc pro tunc from September 18, 2017, through Wright National Flood Insurance Services, LLC. Payment for same is to be made to Salerno Brokerage Corp.

JOSEPH NOCELLA  
TOWN ATTORNEY



Donna B. Swanson  
Deputy Town Attorney

DBS:ba  
Enclosure  
File: GS 3381

Town Attorney (w/7 copies)

S:\Attorney\RESOS 2017\MD & RESO\Floodinsurance.docx

SALERNO BROKERAGE CORP.  
117 Oak Drive  
Syosset, NY 11791

PLEASE REMIT TO:

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

SALERNO BROKERAGE CORP.  
117 OAK DRIVE  
SYOSSET, NY 11791 - 4625  
(516) 364-4044

INVOICE NO	1a
PRODUCER NO	Towns & Villages
CUSTOMER NO	00001970
PAYMENT ENCLOSED	

INVOICE DATE	POLICY NO	DESCRIPTION	AMOUNT
8/23/17	Multiple (38) See attached list of policy #s & locations	9/18/17-18 Wright National Flood Insurance Company (38) Renewal Flood Policies Option A - Same Limits as Expiring	\$202,436.00

8/23/17	00001970
DUE DATE	CUSTOMER NO

\$202,436.00
TOTAL AMOUNT DUE

16121 d h2 9NY 1102

WHEREAS, pursuant to public notice, bids were duly solicited and regularly received for Construction Contract relative to Reconstruction and Repair of Construction of Pickleball Courts at Park B-21 in Bethpage, Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. DP16-137, and said bids were publicly opened and read on September 20, 2017; and

WHEREAS, the lowest responsible bid submitted was that of Metro Paving, LLC, 500 Patton Avenue, West Babylon, New York 11704, with a bid in the amount of \$160,000.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated September 22, 2017, and de Bruin Engineering, P.C., by letter dated September 22, 2017, recommended that the bid as hereinabove set forth be accepted,

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted, and Contract No. DP16-137 shall be awarded to Metro Paving, LLC, in the amount of \$160,000.00, in accordance with the provisions thereunder; and be it further

RESOLVED, that in accordance with Town policy, the amount of \$8,000.00 shall be encumbered for potential quantity increases, for a total bid encumbrance in the amount of \$168,000.00, with funds to be drawn from Account No. PKS H 7197 20000 000 1504 013; and be it further

RESOLVED, that funds are available to satisfy the encumbrance in the amount of \$168,000.00 from Account No. PKS H 7197 20000 000 1504 013.

-#-

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

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

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

Reviewed By  
Office of Town Attorney

15  
TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

September 22, 2017

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 26  
DOCKET OF SEPTEMBER 19, 2017  
AWARD OF CONSTRUCTION CONTRACT  
CONSTRUCTION OF PICKLEBALL COURTS AT B-21 IN BETHPAGE, NEW YORK  
CONTRACT NO.: DP16-137  
ACCOUNT NO.: PKS H7197 20000 000 1504 013  
PROJECT ID: 1504PKSSP 02


---

In furtherance to item No. 26 of the docket of September 19, 2017, on September 20, 2017, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Metro Paving LLC, 500 Patton Avenue, West Babylon, NY 11704 submitted the lowest responsive bid among 3 (three) in the amount of \$160,000.00.

Attached is a letter dated September 22, 2017 from the office of De Bruin Engineering, PC recommending the award of this contract to Metro Paving, LLC, in the amount of \$139,000.00. In addition, De Bruin Engineering, PC has recommended and included the Alternate #1 price of \$21,000.00 making the total bid price amount \$160,000.00. In accordance with Town policy 5% should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$168,000.00.

The estimated construction time for completion of the subject contract is 60 calendar days. Funds are available for the subject contract work in Account No. PKS H 7197 20000 000 1504 013.

We concur with the recommendation of De Bruin Engineering, PC and request that Contract No. DP16-137 be awarded to Metro Paving LLC, 500 Patton Avenue, West Babylon, NY 11704 in the total bid amount of \$160,000.00 and that 5% be applied to the low bid amount for a total bid encumbrance of \$168,000.00.

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

RWL/MR/SC  
Attachments

cc: Town Attorney (w/ 7 copies)  
Christine M. Wiss, Deputy Comptroller  
Kathy Stefanich, Public Works  
Eric Tuman, Commissioner/General Services  
Joseph G. Pinto, Commissioner/Parks

DP16-137\_CONSTRUCTION OF PICKLEBALL COURT\_AWARD\_supp

---

September 22, 2017

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

Re CONSTRUCTION OF PICKLEBALL COURTS AT B- 21 IN  
BETHPAGE, NEW YORK.  
Contract No. DP16- 137  
Bid No. PW 030- 17  
Project No. 6119  
Bid Review

Dear Commissioner:

Bids were received on the referenced project on September 20, 2017 and 3 contractors submitted proposals as seen below:

CONTRACTOR	BASE BID TOTAL	ALT #1	BASE + ALT#1
Metro Paving, LLC	\$139,000.00	\$21,000.00	\$160,000.00
PSL Industries, Inc.	\$157,300.00	\$25,400.00	\$182,700.00
Laser Industries, Inc.	\$174,500.00	\$18,500.00	\$193,000.00

The engineer's estimate for the project was \$145,034 for the Base Bid and \$18,000.00 for the Alternate 1 for a total of \$163,034.00.

Metro Paving, LLC is the lowest bidder for a total of \$160,000 . Review of Metro's references indicates an experienced paving contractor that has performed court construction and athletic surfaces for various municipalities, schools and commercial businesses. We have worked with the contractor in the past and have found that the contractor completed their work in substantial conformance with the contract requirements and on schedule.

The bid results were competitive with quality contractors. The proximity of Metro's bid to all other bidders and the Engineer's Estimate suggest a fair price for the work and schedule proposed.

Based on the foregoing analysis we find no reason not to recommend the award of this contract to Metro Paving, LLC in the amount of \$160,000.

We are available to discuss this recommendation at your convenience.

Sincerely yours,



Luis Osorio, PE, CCM

Encls.

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TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
CONTRACT NO. DP16-137  
BID NO. BW 019-17  
CONSTRUCTION OF PICKLEBALL COURTS AT 9-11 138 BATTERY, NEW YORK.  
BID SUMMARY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE				METRO PARKS LLC				PBL INDUSTRIES INC.				LASER INDUSTRIES, INC.			
				UNIT PRICE	TOTAL PRICE	UNIT PRICE (FROM WORDS)	SEE NOTE	TOTAL BID	TOTAL PRICE CALCULATED	BID PRICE MINUS CALC'D PRICE	CALC'D PRICE MINUS ESTIMATE	UNIT PRICE (FROM WORDS)	SEE NOTE	TOTAL BID	TOTAL PRICE CALCULATED	BID PRICE MINUS CALC'D PRICE	CALC'D PRICE MINUS ESTIMATE	UNIT PRICE (FROM WORDS)	SEE NOTE
BASE	CONSTRUCTION AND COATING OF 3 PICKLEBALL COURTS AND ALL INCIDENTAL WORK	1	LS	\$145,000.00	\$145,000.00	\$145,000.00		\$145,000.00	\$145,000.00	\$0.00	\$0.00	\$145,000.00		\$145,000.00	\$145,000.00	\$0.00	\$0.00	\$145,000.00	
	REMOVE AND REPLACE ALL FENCE AROUND THE COURTS AS SHOWN ON THE DRAWINGS	1	LS	\$15,000.00	\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00		\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	
ALT-1	BASE + ALT-1				\$160,000.00			\$160,000.00	\$160,000.00	\$0.00	\$0.00	\$160,000.00		\$160,000.00	\$160,000.00	\$0.00	\$0.00	\$160,000.00	

PROPOSAL PAGE (101) AND (102) IS FILLED IN  
PAGE 103 FILLED IN COMPLETELY  
SIGNED AFFIDAVIT PAGE (104)  
QUALIFICATION STATEMENT ATTACHED  
BID BOND OR CHECK ATTACHED

Contractor to sign Page 13  
YES  
YES  
N/A  
YES  
YES

YES  
YES  
N/A  
YES  
YES

26

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

SEPTEMBER 14, 2017


TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
CONSTRUCTION OF PICKLEBALL COURTS AT B-21 IN  
BETHPAGE, NEW YORK  
CONTRACT NO.: DP16-137  
SUPPLEMENTAL MEMO TO FOLLOW

---

Additional information and a formal recommendation will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on October 3, 2017 for the Town Board to take action for the award of Construction of Pickleball Courts at B-21 in Bethpage, New York, Contract No. DP16-137.

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

  
RWL/MR/SC/dz

c: Office of the Town Attorney (w/7 copies)  
Christine M. Wiss, Deputy Comptroller  
Eric Tuman, Commissioner/General Services  
Joseph Pinto, Commissioner/Parks  
Kathleen Stefanich, Administration/DPW

DP16-137 DOCKET PBALL\_SAVEASPACE

---

WHEREAS, pursuant to public notice, bids were duly solicited and regularly received for Construction Contract relative to Road Restoration Throughout the Town of Oyster Bay, New York, in accordance with the specifications contained in Contract No. HRR17-154, and said bids were publicly opened and read on September 6, 2017; and

WHEREAS, the lowest responsible bid submitted was that of Metro Paving, LLC., with a bid in the amount of \$2,998,297.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated September 22, 2017, and Lockwood, Kessler & Bartlett, Inc., by letter dated September 22, 2017, recommended that the bid as hereinabove set forth be accepted,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth, are accepted, and Contract No. HRR17-154 shall be awarded to Metro Paving, Inc., in the amount of \$2,988,297.00, in accordance with the provisions thereunder.

-#-

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

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

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

7/11/17  
Reviewed By  
Office of Town Attorney  
[Signature]

14  
TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

SEPTEMBER 22, 2017

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 27  
DOCKET OF SEPTEMBER 19, 2017  
AWARD OF CONSTRUCTION CONTRACT  
REQUIREMENTS CONTRACT FOR ROAD RESTORATION THROUGHOUT  
THE TOWN OF OYSTER BAY  
CONTRACT NO. HRR17-154

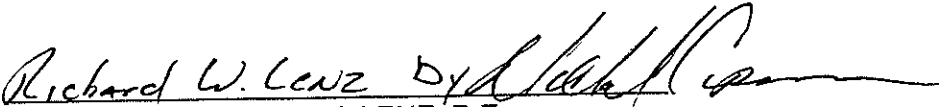
---


In furtherance to Item No. 27 of the docket of September 19, 2017, on September 6, 2017, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Metro Paving, LLC. submitted the lowest responsive weighted bid among five (5) in the amount of \$2,988,297.00. This amount reflects the weighted total of all items within this Requirements Contract.

Attached is a letter dated September 22, 2017 from the office of Lockwood, Kessler & Bartlett, Inc. recommending the award of this contract to Metro Paving, LLC. The estimated annual value of this contract is \$5,000,000.00. Requests for funding authorizations relative to this contract will be submitted by separate docket items.

The base term of the subject contract is two years from date of award. At the Town's option this contract can be extended for up to three (3) individual one-year terms.

We concur with the recommendation of Lockwood, Kessler & Bartlett, Inc. and request that Contract No. HRR17-154 be awarded to Metro Paving, Inc. for the initial base term of two years with an estimated annual contract value of \$5,000,000.00.

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

  
RWL/MR/IK

Attachments

cc: Town Attorney (w/7 copies)  
Gregory Carman, Deputy Supervisor  
Christine M. Wiss, Deputy Comptroller  
Kathy Stefanich, Public Works  
Eric Tuman, Commissioner/General Services  
John Bishop, Deputy Commissioner/Highways

HRR17-154 DOCKET AWARD SUPP

---



Lockwood, Kessler & Bartlett, Inc.

One Aerial Way, Syosset, NY 11791  
Phone: 516.938.0600 Fax: 516.931.6344

September 22, 2017

Mr. Richard W. Lenz, Commissioner  
Town of Oyster Bay Department of Public Works/Highways  
150 Miller Place  
Syosset, NY 11791

**RE: Requirements Contract for Road Reconstruction, Contract No. HRR17-154**

Dear Commissioner Lenz:

We have reviewed the bids received on September 6, 2017 for this project and prepared the enclosed bid summary table. The three low bids were submitted as follows: Rosemar Contracting \$2,751,897.00, Intercounty Paving Associates \$2,882,072, Metro Paving, LLC, \$2,984,549.50.

Rosemar Contracting had an entry error in the unit price for Item 36-2A-1B which was entered as \$70 per ton. It was modified to be \$85.05 per the bid book requirements. The corrected bid amounts to \$2,992,697.00.

As per instructions received from the Town of Oyster Bay, Intercounty Paving Associates is not to be considered for award of this bid.

Metro Paving LLC total cost for Item 34X was entered as \$2.50. It was modified to be \$3,750.00. An addition error in the totals column was also corrected. The corrected bid amounts to \$2,988,297.00, making this the low bid.

After review of the bids and associated corrections Metro Paving LLC is the lowest responsible bidder at \$2,988,297.00.

It is our understanding the apparent low bidder, Metro Paving, LLC, is currently satisfactorily performing on a repair and reconstruction of tennis courts construction project for the town of Oyster Bay, and has completed related roadway construction projects for various other municipalities on Long Island. Therefore, we find no sufficient cause for the Town to not award the contract to the apparent low bidder Metro Paving, LLC with a total bid of \$2,988,297.00.

Please call if you have any questions.

Sincerely,  
Lockwood, Kessler & Bartlett, Inc.



Bart A. Marino, PE

CONSULTING ENGINEERS

27

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

SEPTEMBER 15, 2017

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
REQUIREMENTS CONTRACT FOR ROAD RESTORATION  
THROUGHOUT THE TOWN OF OYSTER BAY  
CONTRACT NO. HRR17-154  
SUPPLEMENTAL MEMO TO FOLLOW

---

The Division of Purchasing has received bids for the subject contract, and the bids submitted are currently under review. A formal recommendation of award will be supplied by supplemental memorandum docket.

It is requested that a space be reserved at the Town Board meeting of October 3, 2017 for the Town Board to take action on the award of Requirements Contract for Road Restoration throughout the Town of Oyster Bay, Contract No. HRR17-154.

  
RICHARD W. LENZ, P.E.

COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAYS

  
RWL/MR/dz

c: Office of the Town Attorney (w/7 copies)  
Christine M. Wiss, Deputy Comptroller  
Eric Tuman, Commissioner/General Services  
John Bishop, Deputy Commissioner/Highways

HRR17-154 DOCKET AWARD RESERVE

WHEREAS, pursuant to public notice, bids were duly and regularly received for Construction Contract relative to Improvements to Pool Filter Systems at Various Town Parks, throughout the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. DP16-136, and said bids were publicly opened and read on December 21, 2016; and

WHEREAS, the lowest responsible bid submitted was that of Seaford Avenue Corp., 21 Brooklyn Avenue, Massapequa, New York 11758, with a bid in the amount of \$630,500.00 including the base bid and alternates, and de Bruin Engineering, P.C., recommends awarding the bid to Seaford Avenue Corp.; and

WHEREAS, Richard W. Lenz, Commissioner of the Department of Public Works, by memorandum dated September 22, 2017, and de Bruin Engineering, P.C., by letter dated September 22, 2017, recommend that the bid as hereinabove set forth be accepted,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth, are accepted, and Contract No. DP16-136 shall be awarded to Seaford Avenue Corp., in the amount of \$630,500.00, in accordance with the provisions thereunder; and be it further

RESOLVED, That in accordance with Town policy, the amount of \$31,525.00 shall be encumbered for potential quantity increases, for a total bid encumbrance in the amount of \$662,025.00, with funds to be drawn from Account No. PKS H 7197 20000 000 1504 013; and be it further

RESOLVED, that funds are available to satisfy the encumbrance in the amount of \$662,025.00 from Account No. PKS H 7197 20000 000 1504 013.

-#-

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

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

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

7/15  
Reviewed By  
Office of Town Attorney

11

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

SEPTEMBER 22, 2017

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 28  
DOCKET OF SEPTEMBER 19, 2017  
IMPROVEMENTS TO POOL FILTER SYSTEMS AT VARIOUS TOWN PARKS  
CONTRACT NO. DP 16-136  
ACCOUNT NO. PKS H 7197 20000 000 1504 013  
PROJECT ID NO. 1504PKSSP-02

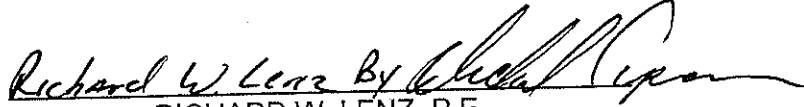
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In furtherance to Item No. 28 of the docket of September 19, 2017, On September 20, 2017, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Seaford Avenue Corp. 21 Brooklyn Avenue, Massapequa, NY 11758, submitted the lowest responsive bid among four (4) bidders in the amount of \$509,000.00

Attached is a letter dated September 22, 2017 from the office of de Bruin Engineering, P.C. recommending the award of this contract to Seaford Avenue Corp. in the amount of \$509,000.00. In addition, de Bruin Engineering, P.C. recommends acceptance of Alternate No. 1 in the amount of \$71,200.00 and Alternate No. 2 in the amount of \$50,300.00, for a total bid award of \$630,500.00. In accordance with Town policy \$31,525.00 (5%) should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$662,025.00.

The estimated construction time for completion of the subject contract is 182 calendar days. Funds are available for the subject contract work in Account No. PKS H 7197 20000 000 1504 013.

We concur with the recommendation of de Bruin Engineering, P.C and request that Contract No. DP16-136 be awarded to Seaford Avenue Corp. in the total bid amount of \$630,500.00 and that \$31,525.00 be applied to the low bid amount for a total bid encumbrance of \$662,025.00.

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

*all*  
RWL/MR/HAS/lk  
Attachments

cc: Office of the Town Attorney (w/7 copies)  
Christine M. Wiss, Deputy Town Comptroller  
Eric Tuman, Commissioner/General Services  
Kathleen Stefanich, Administration/DPW  
Joseph G. Pinto, Commissioner/PARKS  
John C. Tassone, Department of Parks

DP16-136 DOCKET SUPPLEMENTAL Contractor Award

September 22, 2017

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

Re Improvements to Pool Filter Systems at Various Town Parks  
Contract No. DP 16-136  
Project No. 6101

Dear Commissioner:

Bids were received on the referenced project on September 20, 2017 and 4 contractors submitted proposals. The lowest bids were as follows:

Name	Base Bid	Alt 1	Alt 2	Total
Seaford Avenue Corp.	\$509,000.00	\$71,200.00	\$50,300.00	\$630,500.00
Bensin Contracting	\$558,400.00	\$72,200.00	\$44,500.00	\$675,100.00
Atlantic Wells	\$673,000.00	\$50,000.00	\$34,000.00	\$757,000.00
Norberto Construction	\$853,000.00	\$138,000.00	\$84,000.00	\$1,075,000.00

The engineer's estimate was \$746,089.00 for the base bid and \$868,637.00 including both alternates. The three lowest bids, including both alternates, is less than the engineer's estimate for the base bid. We spoke with the low bidder to review the scope of work and the Contractor has stated that he can do the work for the price submitted.

Seaford Avenue Corp has made one error in their bid proposal. The "Town of Oyster Bay Storm Water Management Program Third Party Certification" was excluded from the bid package. This form has been requested and supplied by the contractor. A copy is attached.

9/22/2017

Seaford Avenue Corp has done many projects for the Town over the last 15 years including holding the requirements contract for the last 8 out of 10 years. They have completed all their projects awarded to them and have proven themselves to be a high quality contractor to the Town.

Based on the foregoing analysis we find no reason not to recommend award of this contract, including the base bid and alternates, to Seaford Avenue Corp. in the amount of \$630,500.00.

Contractor's complete information:

**Seaford Avenue Corp**  
21 Brooklyn Avenue  
Massapequa, N.Y. 11758  
516-785-6581

Federal Tax ID # 02-0649257

We are available to discuss this recommendation at your convenience.

Sincerely yours,



Robert W. de Bruin, P.E.

Encls.



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TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

SEPTEMBER 14, 2017


TO : MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
IMPROVEMENTS TO POOL FILTER SYSTEMS AT VARIOUS TOWN PARKS  
CONTRACT NO. DP 16-136  
SUPPLEMENTAL MEMO TO FOLLOW

---

Additional information and a formal recommendation will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on October 3, 2017 for the award of Improvements to Pool Filter Systems at Various Town Parks, Contract No. DP 16-136.

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

RWL/MR/HAS/dz

c: Office of the Town Attorney (w/7 copies)  
Christine M. Wiss, Deputy Comptroller  
Eric Tuman, Commissioner/General Services  
Katherine Stefanich, DPW/Administration  
Joseph Pinto, Commissioner/Parks

DP16-136 DOCKET RESERVE request to award

WHEREAS, by Resolution No. 753-2015, adopted on December 15, 2015, the Town Board authorized and directed Lockwood, Kessler & Bartlett, Inc., 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, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated September 22, 2017, requested Town Board authorization for Lockwood, Kessler & Bartlett, Inc., to provide engineering Services related to oversight of the cleaning and inspection of the Town and Nassau County drainage systems in the area of Linden Place, Glen Head under Contract No. PWC07-16, and further requested that the Office of the Comptroller issue an encumbrance order in an amount of \$24,500.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008; and

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and Lockwood, Kessler & Bartlett is hereby authorized to proceed to provide services in connection with Contract No. PWC07-16, On-Call Engineering Services Relative to Civil Engineering, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$24,500.00, for Contract No. PWC 07-16, with funds to be drawn 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
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent

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

Reviewed By  
Office of Town Attorney

13

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

SEPTEMBER 22, 2017

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 29  
DOCKET OF SEPTEMBER 19, 2017  
ON-CALL CONSULTANT SERVICE REQUEST RELATIVE TO  
CIVIL ENGINEERING  
CONTRACT NO. PWC07-16  
ACCOUNT NO.: HWY H 5197 20000 000 1503 008  
PROJECT ID NO. 1503 HWYDB-02


---

In furtherance to Item No. 29 of the docket of September 18, 2017, the consultant, Lockwood, Kessler & Bartlett, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC07-16 by Resolution No. 753-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Highways, attached is a letter dated September 18, 2017 from , Lockwood, Kessler & Bartlett, Inc. regarding the scope of work to be performed in an amount not to exceed \$24,500.00. Services to be provided include oversight of the cleaning and inspection of the Town and Nassau County drainage systems in the area of Linden Place, Glen Head, analysis of the existing system, and alternatives for drainage improvements.

Attached is an availability of funds in the amount of \$24,500.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1503 008.

It is hereby requested that the Town Board authorize, by Resolution, Lockwood, Kessler & Bartlett, Inc. 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.

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

*MR.*  
RWL/MR/dz

Attachment

cc: Office of the Town Attorney (w/7 copies)  
Christine M. Wiss, Deputy Comptroller  
John Bishop, Deputy Commissioner/Highway  
Kathy Stefanich, Administrative Division/DPW

PWC07-16 LKB DOCKET LINDEN DRAINAGE SUPP



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 LOCKWOOD, KESSLER & BARTLETT, INC.

Discipline CIVIL ENGINEERING

Total Authorization \$25,070.30

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

Funded To Date \$ 570.30

Amount Requested \$24,500.00

Account To Be Used HWY H5972.000 0001503 008 / 1503 HWY DB 02

If Capital Account, State The Related Contract Number: \_\_\_\_\_

Description Of Work

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

LINDEN PLACE, GLEN HEAD FLOODING INVESTIGATION

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

DEPUTY COMMISSIONER  
Department of Highways

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title

Date

Commissioner of Public Works

9/20/17

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 24,500.00

Unencumbered Balance 74,152.63

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

Yes ☒ No ☐

Signature

Date

9/22/17



# 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 18-Sep-17

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

Vendor Name and Address

LOCKEOD, KESSLER & BARTLETT, INC.

1 AERIAL WAY

SYOSSET, NEW YORK 11791

Requesting Town Department HIGHWAY

Contact DANIEL MIDGETTE Phone 516-677-5897

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

LINDEN PLACE, GLEN HEAD FLOODING INVESTIGATION

This work order shall not exceed \$ 24,500 <sup>00</sup>/<sub>100</sub>

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature

Title DEPUTY COMMISSIONER  
Department of Highways

Date \_\_\_\_\_

Signature \_\_\_\_\_

Commissioner of Public Works

Date \_\_\_\_\_



September 18, 2017

LKB #2017-0097

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

**Re: Contract No. PWC07-16 Civil Engineering On-Call  
Assignment 01:  
Roadway Flooding at Linden Place off Glen Cove Avenue**

Dear Commissioner:

Per your request, we are pleased to submit our proposal for this assignment.

It is our understanding this assignment is to provide engineering services to investigate and assist the Town to engage and oversee a contractor to perform effective cleanout of the leaching pools, and to then observe the system performance during major storm event(s) leading to recommendations for further improvements, if necessary.

Our estimated fee to perform this work is \$24,500, billed at 3.0 times direct labor cost.

Our fee to provide engineering services related to advancing development and implementation of improvements is to be determined under a future supplemental agreement basis.

It is our pleasure to provide these engineering services to the Town of Oyster Bay, and we are prepared to commence work immediately upon your authorization to proceed. Should you have questions or comments on this proposal, please do not hesitate to contact me.

Very truly yours,

Bart A. Marino, P.E.  
Chief Civil Engineer

---

Lockwood, Kessler & Bartlett, Inc.  
One Aerial Way, Syosset, NY 11791  
Phone: 516.938.0600 Fax: 516.931.6344



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  
*[Signature]*

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

SEPTEMBER 20, 2017

TO : JOHN BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF HIGHWAYS

FROM : MATTHEW RUSSO, P.E., DIVISION OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS

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

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO. PWC07-16  
ON-CALL CIVIL ENGINEERING  
LOCKWOOD, KESSLER & BARTLETT, INC.


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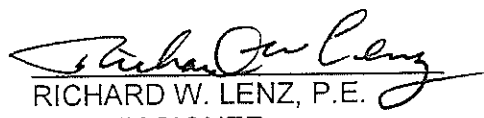
The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$24,500.00.

Funds are required to further investigate the flooding conditions on Linden Place, Glen Head, as per the attached letter from Lockwood, Kessler & Bartlett, Inc., dated September 20, 2017.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$24,500.00 and Resolution No. 753-2015 authorizing Lockwood, Kessler & Bartlett, Inc. for on-call services.

If you have any questions, please contact Matthew Russo, P.E., Division of Engineering, at extension 5719.

  
MATTHEW RUSSO, P.E.  
DIVISION OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS

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

RWL:MR:dz

Attachments

c: Kathleen Stefanich, Administration/DPW  
PWC07-16 LKB HIGHWAY LINDEN STUDY FUNDS



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

SEPTEMBER 15, 2017

TO: MEMORANDUM DOCKET


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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO CIVIL ENGINEERING  
CONTRACT NO. PWC07-16  
SUPPLEMENTAL MEMO TO FOLLOW

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The Department of Public Works is compiling the necessary documentation relative to a request for authorization of on-call engineering services. Further documentation and a formal recommendation will be provided by Supplemental Memorandum docket.

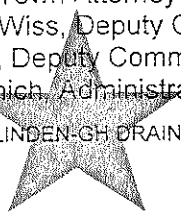
It is therefore requested that a space be reserved at the Town Board meeting of October 3, 2017 for the Town Board to take action on an authorization under PWC07-16, On-Call Engineering Services relative to Civil Engineering.

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

*dl*  
RWL/MR/dz

Attachment

cc: Office of the Town Attorney (w/7 copies)  
Christine M. Wiss, Deputy Comptroller  
John Bishop, Deputy Commissioner/Highways  
Kathy Stefanich, Administrative Division/DPW  
PWC07-16 DOCKET LINDEN-GH DRAINAGE FUNDS RESERVE



WHEREAS, by Resolution No. 753-2015, adopted on December 15, 2015, the Town Board authorized and directed Nelson & Pope Engineers and Land Surveyor, PLLC 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, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memoranda dated September 15, 2017 and September 22, 2017, requested Town Board authorization for Nelson & Pope Engineers and Land Surveyor, PLLC to provide On-Call Engineering Services related to the survey, pavement analysis and development of construction alternatives for road and drainage improvements to the William Street Area, Glen Head under Contract No. PWC07-16, for Project ID No. 1503HWYDB-02, and further requested that the Office of the Comptroller issue an encumbrance order in an amount of \$59,650.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008; and

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is accepted and approved, and Nelson & Pope Engineers and Land Surveyor, PLLC. is hereby authorized to proceed to provide services in connection with Contract No. PWC07-16, On-Call Engineering Services Relative to Civil Engineering, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$59,650.00, for Contract No. PWC 07-16, for Project ID No. 1503HWYDB-02, with funds to be drawn 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
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent

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

7/14/17  
Reviewed By  
Office of Town Attorney  
*[Signature]*

12

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

SEPTEMBER 22, 2017

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 30  
DOCKET OF SEPTEMBER 19, 2017  
ON-CALL CONSULTANT SERVICE REQUEST RELATIVE TO  
CIVIL ENGINEERING  
CONTRACT NO. PWC07-16  
ACCOUNT NO.: HWY H 5197 20000 000 1503 008  
PROJECT ID NO. 1503 HWYDB-02


---

In furtherance to Item No. 30 of the docket of September 19, 2017, the consultant, Nelson & Pope, Engineers & Land Surveyor, PLLC has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC07-16 by Resolution No. 753-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Highways, attached is a letter dated September 20, 2017 from Nelson & Pope, Engineers & Land Surveyor, PLLC regarding the scope of work to be performed in an amount not to exceed \$59,650.00. Services to be provided include surveying, pavement analysis, and design alternatives for the William Street Area, Glen Head, in preparation of road and drainage improvements throughout the area.

Attached is an availability of funds in the amount of \$59,650.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1503 008.

It is hereby requested that the Town Board authorize, by Resolution, Nelson & Pope, Engineers & Land Surveyor, PLLC 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.

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

HA-  
RWL/MR/dz

Attachment

cc: Office of the Town Attorney (w/7 copies)  
Christine M. Wiss, Deputy Comptroller  
John Bishop, Deputy Commissioner/Highway  
Kathy Stefanich, Administrative Division/DPW

PWC07-16 N&P DOCKET WILLIAM ST. GH SUPP



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 JANAURY 1, 2016 - DECEMBER 31, 2017

Consultant/Contractor NELSON & POPE ENGINEERS & LAND SURVEYOR, PLLC

Discipline CIVIL ENGINEERING

Total Authorization \$ 71,150.00

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

Funded To Date \$11,500.00

Amount Requested \$59,650.00

Account To Be Used HWY. H 5197 2000 000 1503 008 / 1503 HWY DB 02

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

Description Of Work

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

WILLIAM STREET AREA, GLEN HEAD PRELIMINARY DESIGN SERVICES

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

DPW Approval

Only To Be Executed By The Commissioner

Signature

[Signature]  
DEPUTY COMMISSIONER  
Department of Highways

Title

Date

9-22-17

Signature

[Signature]

Title

Commissioner of Public Works

Date

9/22/17

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 59,650.00

Unencumbered Balance 741,152.63

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

Yes ☒ No ☐

Signature

[Signature]

Date

9/22/17



# 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 SEP 20, 2017

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

Vendor Name and Address

NELSON & POPE ENGINEERS & LAND SURVEYOR, PLLC

572 WALT WHITMAN ROAD

MELVILLE, NEW YORK 11747

Requesting Town Department HIGHWAY

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

WILLIAM STREET AREA, GLEN HEAD PRELIMINARY DESIGN SERVICES

**This work order shall not exceed \$ \$59,650.00**

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

**Requesting Division/Department**

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

DEPUTY COMMISSIONER  
Department of Highways

9-22-17

**Department Of Public Works Approval**

**Only To Be Executed By The Commissioner**

Signature \_\_\_\_\_

Commissioner of Public Works

Date \_\_\_\_\_

9/22/17

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

SEPTEMBER 20, 2017

TO : JOHN BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF HIGHWAYS

FROM : MATTHEW RUSSO, P.E., DIVISION OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS

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

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO. PWC07-16  
ON-CALL CIVIL ENGINEERING  
NELSON & POPE ENGINEERS & LAND SURVEYORS, PLLC

---

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$59,650.00.

Funds are required for survey, pavement analysis, and development of construction alternatives for road and drainage improvements to the William Street Area, Glen Head, as per the attached letter from Nelson & Pope Engineers & Land Surveyor, PLLC, dated September 20, 2017.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$59,650.00 and Resolution No. 753-2015 authorizing Nelson & Pope Engineers & Land Surveyor, PLLC for on-call services.

If you have any questions, please contact Matthew Russo, P.E., Division of Engineering, at extension 5719.



MATTHEW RUSSO, P.E.  
DIVISION OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS



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

RWL:MR:dz

Attachments

c: Kathleen Stefanich, Administration/DPW

PWC07-16 N&P HIGHWAY WILLIAM ST. GH FUNDS





**NELSON & POPE**  
ENGINEERS & SURVEYORS

JOSEPH R. EPIFANIA, P.E. • ROBERT G. NELSON JR., P.E. • THOMAS F. LEMBO, P.E.  
GREGORY D. PETERMAN, P.L.S. • ERIC J. McFERRAN, P.E. • THOMAS C. DIXON, P.E. • Russell Scott  
VICTOR BERT, P.E. • GARY S. BECKER, P.E.

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188  
(631) 427-5665 • FAX (631) 427-5620 • NELSONPOPE.COM

September 20, 2017

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

Re: Proposal for Engineering Services  
William Street Roadway and Stormwater Improvements (Phase 1)

Dear Commissioner Lenz:

Nelson & Pope is pleased to submit this proposal to provide Professional Engineering services for the preparation of a Roadway and Stormwater Improvement Project on William Street, Waverly Street, Sycamore Avenue, Orion Place, Ashley Place, North Place, and Huron Street.

The proposed Scope of Services is provided as **Exhibit A**. The estimated budget for the project is \$59,650.00

I look forward to further discussion of how we can assist the Town in moving forward with project. Thank you for the opportunity to submit this proposal, and please contact me to discuss this submission at your convenience.

Sincerely,  
Nelson & Pope

A handwritten signature in black ink, appearing to read 'Joe Epifania', written over a large, light gray star graphic.

Joseph R. Epifania, PE  
Partner

**EXHIBIT A**  
**SCOPE OF SERVICES AND FEES**  
**Kissam Lane and William Street**  
**Roadway and Stormwater Improvements**

**PHASE I**

This scope of services includes the additional work required to complete the topographic survey for the added streets in the project area. Pavement cores will be performed to define the existing pavement thicknesses and a pavement evaluation will be performed to assist with determining the proposed reconstruction alternatives. Nelson and Pope will prepare 15% preliminary plans along with cost estimates for 2 alternatives for the Town to review. *A separate scope letter will be provided once an alternative is chosen to advance the plans to final design and assist with bidding and award of the project.*

**TASK 1 - TOPOGRAPHIC SURVEYING OF EXISTING CONDITIONS**

Nelson & Pope will supplement the previously completed topographic survey and mapping to include the additional limits:

- Sycamore Street from Glenwood Road to Waverly Avenue;
- Edgewood Avenue from Waverly Avenue to William Street;
- Orion Place from Glenwood Road to North Place;
- Ashley Place from Glenwood Road to North Place;
- North Place Orion Place to Waverly Avenue; and
- Huron Street from Waverly Road to the cul-de-sac.

A survey traverse(s), or baseline, will be established with at least two ties to a monumentation system chosen by the Town. This reference line will be used to locate all topography, utilities, theoretical grade line and horizontal control line. Benchmarks will be established beyond the limits of anticipated construction with ties to the reference line and Town (or County) monuments. During the establishment of the baseline, existing ROW monumentation, that may be found, will be located and tied to the baseline. This information will be utilized in plotting the approximate ROW on the base sheets. Detailed right-of-way survey will not be required and therefore is not included in this scope of services.

Elevation cross sections will be taken at regular intervals (e.g. 50' on center) within approximately 35' either side of the roadway centerline. Additional elevation data will be collected at side streets and driveways. This data will be used to create a Digital Terrain Model (DTM) for these roads and added to the current DTM created for William Street and Waverly Street. All surface utility features (i.e. poles, manholes, tone-out, hydrants, test hole data, etc.) and individual trees (or groups of trees 6" or larger in diameter) will be located with electronic land survey equipment. Trunk diameter and types of individual trees will be recorded. Manholes will be located to the center of casting. All Symbols used in the mapping and labeling formats will conform to the Town's current CAD Standards. The collected survey data will be promptly incorporated into the project base mapping to ensure that the mapping accurately reflects field conditions at all times.

Utility companies will be contacted and record drawings will be obtained and reviewed and a utility markout will be requested. It has been the experience of this firm that the various utility record drawings are sometimes incomplete and a field utility markout will often provide much more beneficial and reliable information.

Base mapping will be compiled in AutoCAD format and will be provided to the Town in digital format upon request. The mapping will utilize 1"=20' scale base sheets with 1' contours. Cross sections will be provided at a minimum of 50' intervals along all project streets. The final base mapping will include all topographic data needed for detailed contract construction plans and will include at least the following:

1. Horizontal control line with layout information, stationing and control line ties tied to a Town (or County) coordinate system.
2. Vertical control points (benchmarks) tied into Town (or County) datum.
3. All existing planimetric features showing types, sizes and locations.
4. Existing elevations at driveways, structures, steps, utility valves, first floors, curb PC's & PT's, inlet grates & rims, etc.
5. Existing elevation sections every 50 feet (top of curb, bottom of curb, front of walks, back of walk, center of roadway crowns, edge of median, top of median).
6. Approximate roadway rights-of-way.
7. House numbers.
8. All drainage as-built information (sizes, locations, inverts, grate elevations).
9. All underground utilities.

During the mapping phase, representatives of the Nelson & Pope survey and mapping staff will review already provided Town and County highway records for the area. Relevant information obtained from record documents will be incorporated into the base mapping. Nelson & Pope staff will also make site visits to familiarize themselves with the project area and physical conditions.

## **TASK 2 – Pavement Evaluation**

Nelson and Pope will perform a pavement distress condition survey for each of the roads listed above. The condition survey included a field survey (windshield survey) visually documenting evidence of the pavement's physical condition and noting the distress type, severity and quantity. Various distress types will be documented for each of the roadways such as transverse cracking, longitudinal cracking, raveling, patch repairs and rutting.

## **TASK 3 – Pavement Cores**

Nelson & Pope field technicians from the Transportation Department will perform a total of 12 pavement cores for the project area. These cores will be performed to identify the approximate course thicknesses and to identify observable pavement deficiencies. To perform the cores (4" diameter), Nelson & Pope will use a core drill system. Each core location will be restored with temporary patch material. Office engineers and technicians will perform a visual inspection of each core sample for observable pavement deficiencies and approximate course thicknesses. Specifically excluded from this scope of services will be the following: laboratory analysis of cores.

#### **Task 4 – Preliminary Design and Letter Report**

Nelson & Pope will prepare preliminary design drawings (15%) for two (2) Alternatives:

- Alternative 1 – Mill 2” of existing pavement from the roadways and place 2” of top course asphalt. Minor adjustments will be made to the profile to remove ponding of surface waters and minor driveway repairs will be required.
- Alternative 2 – Reconstruction of the roadway using a 6” to 8” Mixed-In-Place base course with a 3” asphalt overlay. Minor adjustments will be made to the profile to remove ponding of surface waters and minor driveway repairs will be required.

Nelson & Pope will develop, provide, and maintain the construction cost estimate for the project. At this time, the estimate will be preliminary.

Nelson and Pope will also prepare a letter report summarizing the findings of the pavement evaluation and pavement cores along with the a summary of the alternatives.

Nelson & Pope will prepare three (3) half-size plan sets and one PDF file representing the preliminary plans for review by the Town.



MANPOWER TABLE

TOWN OF OYSTER BAY  
WILLIAM STREET ROADWAY IMPROVEMENT PROJECT (PHASE 1)  
20-Sep-17

EXHIBIT B



NELSON & POPE													
TASKS		Partner	Project Manager	Project Engineer	Senior Engineer Tech	Engineer Tech	Senior Admin Assistant	Principal Surveyor	Project Surveyor	Party Chief	Instrument Operator	TOTAL HOURS	COST
		\$175.00	\$150.00	\$105.00	\$125.00	\$90.00	\$90.00	\$175.00	\$150.00	\$125.00	\$90.00		
TASK													
1	Topographic Survey of Existing Conditions	2	6	4	10	60		8	24	80	80	274	\$30,520.00
2	Pavement Evaluation	2	4	6	12	6	2					32	\$3,800.00
3	Pavement Cores	2	6	4	16	16	2					46	\$5,290.00
4	Preliminary Design and Letter Report	16	24	60	40	20	6					166	\$20,040.00
TOTALS		22	40	74	78	102	10	8	24	80	80	518	\$59,650.00

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

30

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

SEPTEMBER 15, 2017

TO: MEMORANDUM DOCKET


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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO CIVIL ENGINEERING  
CONTRACT NO. PWC07-16  
SUPPLEMENTAL MEMO TO FOLLOW

---

The Department of Public Works is compiling the necessary documentation relative to a request for authorization of on-call engineering services. Further documentation and a formal recommendation will be provided by Supplemental Memorandum docket.

It is therefore requested that a space be reserved at the Town Board meeting of October 3, 2017 for the Town Board to take action on an authorization under PWC07-16, On-Call Engineering Services relative to Civil Engineering.

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

  
RWL/MR/dz

Attachment

cc: Office of the Town Attorney (w/7 copies)  
Christine M. Wiss, Deputy Comptroller  
John Bishop, Deputy Commissioner/Highways  
Kathy Stefanich, Administrative Division/DPW

PWC07-16 DOCKET WILLIAM ST. GH FUNDS RESERVE



WHEREAS, by Resolution No. 750-2015, adopted on December 15, 2015, the Town Board authorized and directed D & B Engineers & Architects, P.C. to provide on-call engineering services in connection with Contract No. PWC10-16, On-Call Engineering Services Relative to Construction Management, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Michael Cipriano, Deputy Commissioner of the Department of Public Works, by memorandum dated September 22, 2017, requested Town Board authorization for D & B Engineers & Architects, P.C. to provide On-Call Construction Management related to road restoration requirements contract under Contract No. PWC10-16, for Project ID No. 1503 HWYDB-02, and further requested that the Office of the Comptroller issue an encumbrance order in an amount of \$60,000.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008; and


NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is accepted and approved, and Nelson & Pope Engineers and Land Surveyor, PLLC. is hereby authorized to proceed to provide services in connection with Contract No. PWC10-16, Project ID No. 1503 HWYDB-02, On-Call Engineering Services Relative to Construction Management, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$60,000.00, for Contract No. PWC10-16, for Project ID No. 1503 HWYDB-02 with funds to be drawn 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
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent

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

 Reviewed By  
Office of Town Attorney

14

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

SEPTEMBER 22, 2017

TO : MEMORANDUM DOCKET

FROM : MICHAEL CIPRIANO, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 31  
DOCKET OF SEPTEMBER 19, 2017  
ON-CALL CONSULTANT SERVICE REQUEST RELATIVE TO  
CONSTRUCTION MANAGEMENT  
CONTRACT NO. PWC10-16  
ACCOUNT NO.: HWY H 5197 20000 000 1503 008  
PROJECT ID NO. 1503 HWYDB-02

---

In furtherance to Item No. 31 of the docket of September 19, 2017, the consultant, D&B Engineers & Architects, P.C. has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC10-16 by Resolution No. 750-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Highways, attached is a letter dated September 20, 2017 from D&B Engineers & Architects, P.C. regarding the scope of work to be performed in an amount not to exceed \$60,000.00. Services to be provided include construction management services for the Requirements Contract for Road Restoration. Included in these services is an evaluation to determine if road resurfacing is a suitable method for the improvement of certain roads within the Town. Upon approval of this authorization by the Town Board, the following areas are to be evaluated for potential resurfacing based upon an initial inspection by the Division of Engineering:

- Haypath Road, located in Plainview
- Ava Drive, Lewis Lane, Humphrey Drive Area, located in Syosset
- Burns Avenue, Myers Avenue, Gardner Avenue Area, located in Hicksville

Attached is an availability of funds in the amount of \$60,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1503 008.

It is hereby requested that the Town Board authorize, by Resolution, D&B Engineers & Architects, P.C. under Contract No. PWC10-16, On-Call Engineering Services Relative to Construction Management and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

  
MICHAEL CIPRIANO  
DEPUTY COMMISSIONER/PUBLIC WORKS

  
RWL/MR//dz

Attachment

cc: Office of the Town Attorney (w/7 copies)  
Christine M. Wiss, Deputy Comptroller  
John Bishop, Deputy Commissioner/Highway  
Kathy Stefanich, Administrative Division/DPW  
PWC10-16 D&B DOCKET ROAD REST SUPP



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 PWC10-16

Contract Period 1/1/2016 - 12/31/2017

Consultant/Contractor D&B ENGINEERS & ARCHITECTS, P.C.

Discipline CONSTRUCTION MANAGEMENT

Total Authorization \$ 60,000.00

Resolution No. 750-2015 Date 12/15/2015

Funded To Date \$ 0.00

Amount Requested \$60,000.00

Account To Be Used HWY #5197 2000 000 150.3 008 / 150.3 HWY DB 02

If Capital Account, State The Related Contract Number: HRR17-154

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.

CONSTRUCTION MANAGEMENT OF ROAD RESTORATION REQUIREMENTS CONTRACT

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

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title DEPUTY COMMISSIONER

Title Deputy Commissioner of Public Works

Date                     

Date 9-21-17

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 60,000.00

Unencumbered Balance 741,152.63

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes ☒ No ☐

Signature [Signature]

Date 9/22/17



# 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. PWC10-16

Contract End 12/31/2017

Commencement Date JANUARY 1, 2016

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

Vendor Name and Address

D&B ENGINEERS & ARCHITECTS, P.C.

330 CROSSWAYS PARK DRIVE

WOODBURY, NEW YORK 11797

Requesting Town Department HIGHWAY

Contact JOHN BISHOP Phone 516-677-5770

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

CONSTRUCTION MANAGEMENT OF ROAD RESTORATION REQUIREMENTS CONTRACT

**This work order shall not exceed \$ \$60,000.00**

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

**Requesting Division/Department**

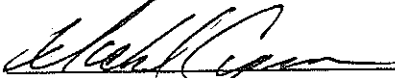
Signature 

Title DEPUTY COMMISSIONER  
Department of Highways

Date \_\_\_\_\_

**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature 

Deputy Commissioner of Public Works

Date 9-21-17



330 Crossways Park Drive, Woodbury, New York 11797

516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

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*President & Chairman*  
Steven A. Fangmann, P.E., BCEE  
*Executive Vice President*  
Robert L. Raab, P.E., BCEE, CCM  
*Senior Vice President*

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Stephen M. Dudar, P.E.  
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Dennis F. Koehler, P.E.  
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*Vice President*

**Dir. of Architecture**

Michael P. Sciarillo, AIA, NCARB

**Senior Associates**

Ellen R. DeOrsay  
Matthew R. DeVinney, P.E.  
Frank DeVita  
Joseph A. Fioraliso, P.E.  
Michael R. Hofgren  
Christopher Koegel, P.E., CCM  
Jamil Miranda, P.E.  
Olga Mubarak  
Adam Remick, P.E.  
Daniel Shabat, P.E.

**Associates**

Meredith A. Byers  
Anthony M. Caniano  
Rudolph F. Cannavale  
James J. Magda  
Michele Mastrangelo  
Robbin A. Petrella  
Swaroop C. Puchalapalli, P.E.  
Edward J. Reilly  
Michael G. Savarese, P.E.  
Stephen E. Tauss, P.G.

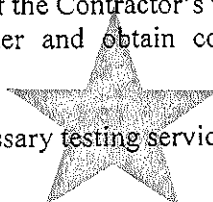
Matthew Russo, P.E.  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Re: Construction Management of Road Restoration Contract  
On-Call Construction Management  
Contract No. PWC10-16

Dear Mr. Russo:

D&B Engineers and Architects, P.C. (D&B) submits this proposal to provide engineering services for construction management of work to be performed under the Town's Requirements Contract for Road Restoration. Based upon discussions with your office, it is understood that the following services are to be provided:

1. Discussion with the Departments of Public Works and Highways to determine which roads are to be resurfaced or reconstructed.
2. Perform field investigations to determine if subject roads can be resurfaced or if conditions require full reconstruction.
3. Once roads are identified for rehabilitation, perform the necessary measurements for the preparation of a Work Order to be issued to the Town's Requirements Contractor.
4. Coordinate scheduling of the work with representatives of the Town and the Town's Requirements Contractor.
5. Ensure that proper pre-construction activities have been accomplished, including utility mark-out, resident notification, and establishment of necessary maintenance and protection of traffic (MPT).
6. Perform inspection of the Contractor's work, ensure the Contractor's compliance with the Work Order and obtain copies of all materials tickets from the Contractor.
7. Coordinate any necessary testing services for materials used in construction.



*"50+ Years of Facing Challenges, Finding Solutions... Since 1965"*

Mr. Matthew Russo  
Town of Oyster Bay  
Department of Public Works  
September 20, 2017

Page 2

8. At the completion of each Work Order, prepare a punch list, as necessary for use by the Contractor for any corrective work.
9. Review and recommend payment of the Requirement Contractor's claims for completed work to the Town.

D&B will provide the necessary engineering and inspection staff to accomplish these tasks. D&B has identified several inspectors who will be available to service this contract with varying levels of expertise, with inspectors assigned to a given Work Order depending upon the complexity of the work to be performed.

D&B will also utilize, as sub-consultant, Long Island Materials Testing Laboratories, Inc. to perform the necessary materials testing for this work, and is hereby requesting the Town's approval of this qualified and experienced independent testing agency.

With regard to Item 2 identified above, at the request of the Department of Highways and based upon an initial inspection by Town Engineering staff, several road areas have been identified that are to be further investigated for possible asphalt restoration immediately upon acceptance of this proposal by the Town Board. These areas are as follows:

1. Haypath Road in Plainview
2. Ava Drive, Lewis Lane, Humphrey Drive area in Syosset
3. Burns Avenue, Myers Avenue, Gardner Avenue area in Hicksville

Based upon the anticipated scope of work, it is requested that the Town authorize a fee in the amount of \$60,000.00 for services through December 31, 2017. Engineering services will be billed on a timecard basis, and laboratory costs will be billed as a pass-through to the Town.

If you have any questions, please do not hesitate to call me at (516) 364-9890, Ext. 3401.

Very truly yours,

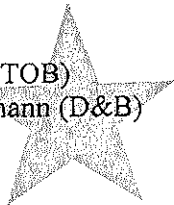


Philip R. Sachs, P.E.  
Vice President

PRSt/kap  
Enclosure

cc: Daniel Haas (TOB)  
Steven Fangmann (D&B)

•PX9136PRS092017MR-Ltr



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 and recommend that Cashin Associates, P.C., Cashin, Spinelli & Ferretti, LLC, CSM Engineering, P.C., Gibbons, Esposito & Boyce, Engineers, P.C., Nassau Suffolk Engineers & Architecture, PLLC, Nelson & Pope Engineers & Land Surveyor, PLLC, Sidney B. Bowne & Son, LLP, LiRo Engineers, Inc., Schneider Engineering, PLLC, de Bruin Engineering, P.C. and D & B Engineers and Architects, P.C., be authorized to provide on-call engineering services in connection with Contract No. PWC10-16, On-Call Engineering Services Relative to Construction Management, for a two (2) year contract term from January 1, 2016 through December 31, 2017; and

WHEREAS, Cashin Associates, P.C., Cashin, Spinelli & Ferretti, LLC, CSM Engineering, P.C., Gibbons, Esposito & Boyce, Engineers, P.C., Nassau Suffolk Engineers & Architecture, PLLC, Nelson & Pope Engineers & Land Surveyor, PLLC, Sidney B. Bowne & Son, LLP, LiRo Engineers, Inc., Schneider Engineering, PLLC, de Bruin Engineering, P.C. and D & B Engineers and Architects, P.C., have an open-ended service agreement with the Town under which the services will be provided;

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved and Cashin Associates, P.C., Cashin, Spinelli & Ferretti, LLC, CSM Engineering, P.C., Gibbons, Esposito & Boyce, Engineers, P.C., Nassau Suffolk Engineers & Architecture, PLLC, Nelson & Pope Engineers & Land Surveyor, PLLC, Sidney B. Bowne & Son, LLP, LiRo Engineers, Inc., Schneider Engineering, PLLC, de Bruin Engineering, P.C. and D & B Engineers and Architects, P.C., are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC10-16, On-Call Engineering Services Relative to Construction Management, 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  
*[Signature]*

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

SEPTEMBER 20, 2017

TO : JOHN BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF HIGHWAYS

FROM : MATTHEW RUSSO, P.E., DIVISION OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS

THROUGH : MICHAEL CIPRIANO, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS  
CONTRACT NO. PWC10-16  
ON-CALL CONSTRUCTION MANAGEMENT  
D&B ENGINEERS & ARCHITECTS, P.C.

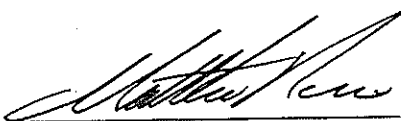
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The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$60,000.00.

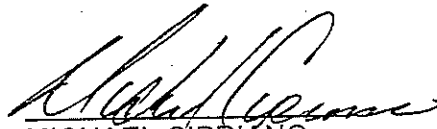
Funds are required to provide construction management services for the Requirements Contract for Road Restoration, as per the attached letter from D&B Engineers & Architects, P.C., dated September 20, 2017.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$60,000.00 and Resolution No. 750-2015 authorizing D&B Engineers & Architects, P.C. for on-call services.

If you have any questions, please contact Matthew Russo, P.E., Division of Engineering, at extension 5719.



MATTHEW RUSSO, P.E.  
DIVISION OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS



MICHAEL CIPRIANO  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

MC:MR:dz

Attachments

c: Kathleen Stefanich, Administration/DPW  
PWC10-16 D&B HIGHWAY ROAD REST FUNDS



31

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

SEPTEMBER 15, 2017

TO: MEMORANDUM DOCKET


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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO CONSTRUCTION MANAGEMENT  
CONTRACT NO. PWC10-16  
SUPPLEMENTAL MEMO TO FOLLOW

---

The Department of Public Works is compiling the necessary documentation relative to a request for authorization of on-call engineering services. Further documentation and a formal recommendation will be provided by Supplemental Memorandum docket.

It is therefore requested that a space be reserved at the Town Board meeting of October 3, 2017 for the Town Board to take action on an authorization under PWC10-16, On-Call Engineering Services relative to Construction Management.

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

<sup>all</sup>  
RWL/MR/dz

Attachment

cc: Office of the Town Attorney (w/7 copies)  
Christine M. Wiss, Deputy Comptroller  
John Bishop, Deputy Commissioner/Highways  
Kathy Stefanich, Administrative Division/DPW

PWC10-16 DOCKET ROAD REST CM FUNDS RESERVE



WHEREAS, Ken Johnson, Fire Inspector, Syosset Fire District, 50 Cold Spring Road, Syosset, New York, 11791, by letter dated August 22, 2017, has requested the use of two (2) roll-off containers, for the annual Fire Prevention Day "Open House" on October 8, 2017; and

WHEREAS, Richard W. Lenz, Commissioner of the Department of Public Works/Highways, by memorandum dated September 18, 2017, has advised that the equipment as hereinabove set forth will not be required for use by the Town at that time, and that they have no objection to providing Syosset Fire District with the use of two (2) roll-off containers for its annual Fire Prevention Day "Open House" on October 8, 2017, without charge, as the Fire Prevention Day is not a profit-making event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 17, with said equipment to be placed at 50 Cold Spring Road on Friday October 6, 2017 and collected on Monday, October 9, 2017; and

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

NOW, THEREFORE IT BE RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Public Works/Highways is hereby authorized to provide Syosset Fire District with the use of two (2) roll-off containers, to be delivered at 50 Cold Spring Road, Syosset, New York on Friday October 6, 2017 and collected on Monday, October 9, 2017, for its annual Fire Prevention Day "Open House", without charge, subject to the following terms and conditions:

1. The use of all Town equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works/Highways, or his duly designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, 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 general liability insurance in the amount of \$1,000,000 with a general aggregate of \$2,000,000 and naming the Town of Oyster Bay as an additional insured, and providing an Endorsement and a Hold Harmless Agreement in connection with the aforementioned activity.

-#-

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

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

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

Reviewed By  
Office of Town Attorney

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TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

September 18, 2017

TO: Memorandum Docket

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

SUBJECT: Request: TWO ROLL OFF CONTAINERS  
Syosset Fire District  
50 Cold Spring Road  
Syosset, New York 11791


---

Attached please find a copy of a letter received in this office from Ken Johnson, Fire Inspector, requesting two roll off containers for their annual Fire Prevention Day "Open House". The containers will be placed at 50 Cold Spring Road on Friday, October 6, 2017 and will be collected on Monday, October 9, 2017.

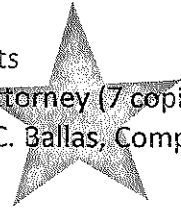
An amendment to the Code of Ordinances of the Town of Oyster Bay, Article II: Solid Waste: Use of a Roll Off Container Pursuant to Chapter 201-17 reads as follows: "Charitable, fraternal, religious and not-for-profit organizations that maintain established meeting places within the Town of Oyster Bay 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 annual Fire Prevention Day "Open House" 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 at no charge.

Attached please find their certificate of insurance, hold harmless agreement and endorsement for the use of Town of Oyster Bay equipment by the Syosset Fire District from Friday, October 6, 2017 through Monday, October 9, 2017.

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

RWL:ew  
Attachments  
cc: Town Attorney (7 copies)  
Steven C. Ballas, Comptroller



# Syosset Fire District

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

## COMMISSIONERS:

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

## SECRETARY/TREASURER:

## DIRECTOR OF PURCHASING:

## SUPERINTENDENT:

## COUNSEL:

KAREN BORRELLI

ROBERT E. LEE

JACK RANDAZZO

CHRIS J. COSCHIGNANO, ESQ.

August 22, 2017

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

Dear Mr. <sup>Lenz,</sup>~~Betz~~:

The Syosset Volunteer Fire Department will be conducting our annual Fire Prevention Day "Open House" at Department Headquarters on Cold Spring Road on Sunday, October 8, 2017.

It is requested that the Town of Oyster Bay Sanitation Department provide us with two (2) large roll-off containers for this event.

The Syosset Fire District will provide a certificate naming the Town of Oyster Bay as an additional insured with an endorsement by our insurance carrier. If any additional information is required regarding this request, please feel free to contact me at (516) [REDACTED]

Thank you for your attention and consideration.

Sincerely,

Ken Johnson  
Fire Inspector



( APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER )

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: Syosset Fire <sup>District</sup> ~~Department~~

Billing Address: 50 Cold Spring Rd

Phone Number (Days): 516 - [REDACTED]

Number of Container(s) Requested: 2

Address Where Container(s) Would Be Placed: TOB PARKING ST  
COMMUTER LOT BEHIND FIREHOUSE

Dates Container(s) Needed: From 10-6-17 To 10-9-17

Describe The Event For Which Container(s) Is/Are Requested: FIRE PREVENTION  
OPEN HOUSE

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: [Signature] Date: \_\_\_\_\_

Title: 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 ☒

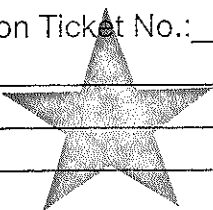
To Be Completed By Scale House:

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 11 day of Sept 2017, by K Johnson  
(hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment  
located at and/or described as 2 Large Roll off Containers

for the event described as Open House  
The property/equipment is needed from 10-6-17 to 10-9-17  
The event for which the property and/or equipment is requested ( ) is ( ☒ ) is not a profit making event.

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

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

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

Name of Organization

Syosset Fire District

Address of Organization

50 Cold Springs Rd  
Syosset, NY 11791

By: K Johnson

Authorized Representative

Title: Inspector

Telephone Number: [REDACTED]

Reviewed By  
Office of Town Attorney

[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## POLICY CHANGES

Policy Change  
Number 4

POLICY NUMBER MEPK06248012	POLICY CHANGES EFFECTIVE 09/13/2017	COMPANY Arch Insurance Company
NAMED INSURED Syosset Fire District		AUTHORIZED REPRESENTATIVE McNeil & Company, Inc.
COVERAGE PARTS AFFECTED Commercial General Liability Coverage		
<p style="text-align: center;">CHANGES</p> <p>We have hereby AMENDED form CG2026 (04/13), Additional Insured- Designated Person or Organization, on the above policy as follows:</p> <p>ADDED: Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771 w/r/t use of 2 roll-off containers for Fire Prevention Day 10/6/17-10/9/17\</p> <p>ADDED: Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771 w/r/t use of Commuter Parking Lot S1&amp;15 sets of barricades 10/6/17-10/9/17</p> <p>ADDED: Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771 w/r/t use of 1 set of bleachers for Fire Prevention Day 10/6/17- 10/9/17</p> <p>All coverage terms and conditions apply. No Premium Change</p>		

dg

09/14/2017

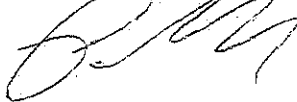
Authorized Representative Signature  
MCNEIL AND COMPANY, INC.

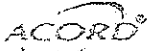
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Copyright, ISO Commercial Risk Services, Inc., 1983

Page 1 of 1

Reviewed By  
Office of Town Attorney





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/13/2017

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 endorsement(s).

PRODUCER: McNeil & Company, Inc.  
P.O. Box 5570  
20 Church Street  
Corland, NY 13045

CONTACT NAME:  
PHONE (A/C No. Fax): 1-800-822-3747 FAX (A/C No.): 607-756-5051  
E-MAIL: info@mcneilandcompany.com  
ADDRESS:  
INSURER(S) AFFORDING COVERAGE: Arch Insurance Company NAIC# 11150  
INSURER A:  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

INSURED:  
Syosset Fire District  
50 Cold Spring Road  
Syosset, NY 11791

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X Emergency Services Liability Coverage (Claims Made) X Fire and Rescue Service Liability GENERAL AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	<input type="checkbox"/>	MEPK05248012	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (E&O) \$100,000 MED. EXP. (Any one person) \$5,000 PERSONAL & ADV. INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPROP AGG. \$10,000,000
A	X AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRER AUTOS	<input type="checkbox"/>	MEPK05248012	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (E&O) \$1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
A	X UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR EXCESS LIAB. CLAIMS-MADE E&O RETENTION \$	<input type="checkbox"/>	MEUM06415112	04/01/2017	04/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE (MANDATORY IN NY) If yes, Describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OR E1: EACH ACCIDENT \$ E2: DISEASE - LA EMPLOYEE \$ E3: DISEASE - POLICY LIMIT \$

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

Certificate holder is Additional Insured per form CG2025 (04/13) with respect to use of Town of Oyster Bay Commuter Parking lot S1, 15 sets of barncoades, 2 roll off containers, and 1 set of bleachers for Fire Prevention Day for the period of 10/6/17 - 10/9/17.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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Reviewed By  
Office of Town Attorney

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 17<sup>th</sup> day of October, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 4 OF THE CODE OF THE TOWN OF OYSTER BAY TO ADD ARTICLE XVIII – OFFICE OF THE INSPECTOR GENERAL, SECTION 4-194, ET SEQ."; and be it further



RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

  
Reviewed By  
Office of Town Attorney  


PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 17<sup>th</sup> day of October, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the manner set forth hereinafter: "A LOCAL LAW TO AMEND CHAPTER 4 OF THE CODE OF THE TOWN OF OYSTER BAY TO ADD ARTICLE XVIII – OFFICE OF THE INSPECTOR GENERAL, SECTION 4-194, ET SEQ." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY.  
JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.  
Dated: \_\_\_\_\_, 2017, Oyster Bay, New York.



Reviewed By  
Office of Town Attorney

*[Handwritten signature]*  
*[Handwritten signature]*

44

# Town of Oyster Bay

## Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : September 25, 2017

SUBJECT: Proposed Local law entitled:  
"A LOCAL LAW TO AMEND CHAPTER 4 OF THE CODE OF THE TOWN  
OF OYSTER BAY TO ADD ARTICLE XVIII – OFFICE OF THE INSPECTOR  
GENERAL, SECTION 4-194, ET SEQ."

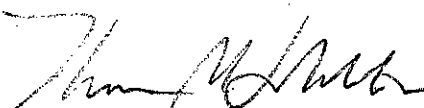
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This office has prepared the following items necessary to establish a new local law referenced above:

1. Public Notice;
2. Resolution calling for a Public Hearing; and
3. Proposed legislation.

Kindly place this matter on the Town Board Action calendar.

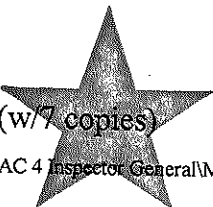
JOSEPH NOCELLA  
TOWN ATTORNEY

  
Thomas M. Sabellico  
Special Counsel

TMS:st  
Enclosure

cc: Town Attorney (w/7 copies)

S:\Attorney\LOCAL LAWS\LAC 4 Inspector General\MD.docx



Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, CEDAR-CARMANS, LLC, fee owner, has petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on July 25, 2017, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its "Review of Action and Determination of Significance," regarding the environmental impacts contemplated by said Petitions; and

WHEREAS, the "Review of Action and Determination of Significance" was duly made in the Town Environmental Quality Review Division's report dated July 26, 2017, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petition and recommending that the conclusions contained therein be accepted, and that same be deemed to constitute a Negative Declaration, indicating that the proposed actions would not cause significant impacts upon the environment and recommended, accordingly, that the Town Board issue a Negative Declaration; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10201-07, adopted September 28, 2017, recommended local determination of said application; and

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

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated June 27, 2017, has advised that the

Department of Planning and Development has reviewed the following one (1) plan prepared by Mario R. Vergara, R.A., MVA Architects, Floral Park, NY:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>DATE</u>
SP-1	SITE PLAN	Mario R. Vergara, R.A. 06/21/17

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated June 27, 2017, further reported that the plans submitted comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of CEDAR-CARMANS, LLC, fee owner, for a Special Use Permit to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007; and be it further

RESOLVED, That the Petition of CEDAR-CARMANS, LLC, fee owner, for a Special Use Permit and to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

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

BEGINNING at a point on the easterly side of Carmans Road (Carmans Mill Road) distant North 7 degrees 17 minutes 48 seconds East, 287.76 feet, measured along the easterly side of Carmans Road from the northerly end of the arc of a curve

"Map of Lawn Estates," filed in the Office of the Clerk of Nassau County on July 20<sup>th</sup>, 1953 as Map No. 5888 and from said point of BEGINNING, South 85 degrees 25 minutes 52 seconds East, 291 feet to the easterly side of Carmans Road, as widened;

RUNNING THENCE along the easterly side of Carmans Road, as widened the following three (3) courses and distances:

1. North 7 degrees 49 minutes 07 seconds East, 18.66 feet;
2. North 6 degrees 59 minutes 37 seconds East, 665.12 feet;
3. North 9 degrees 15 minutes 14 seconds, East, 185.75 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 158.20 feet;

THENCE North 4 degrees 34 minutes 08 seconds East, 100 feet to land shown on Map of Pepper Village Section No. 1;

THENCE along said land, South 85 degrees 25 minutes 52 seconds East, 453.67 feet;

THENCE South 5 degrees 19 minutes 19 seconds West, 703.30 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 385.25 feet to the boundary line between the County of Nassau and the County of Suffolk;

THENCE along said boundary line, South 1 degree 16 minutes 43 seconds, West 295.49 feet;

THENCE North 85 degrees 25 minutes 52 seconds West, 1050.31 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

Also being described as:

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

BEGINNING at a point on the easterly side of Carmans Road (Carmans Mill Road) distant North 7 degrees 17 minutes 48 seconds East, 287.76 feet, measured along the easterly side of Carmans Road from the northerly end of the arc of a curve connecting the easterly side of Carmans Road with the northerly side of Bernard Street, as said streets are laid out on the amended "Map of Lawn Estates," filed in the Office of the Clerk of Nassau

County on July 20<sup>th</sup>, 1953 as Map No. 5888, and from said point of BEGINNING South 85 degrees 25 minutes 52 seconds East 2.91 feet to the easterly side of Carmans Road, as widened;

RUNNING THENCE along the easterly side of Carmans Road, as widened, the following three courses and distances:

1. North 7 degrees 49 minutes 07 seconds East, 48.66 feet;
2. North 6 degrees 59 minutes 37 seconds East, 665.12 feet;
3. North 9 degrees 15 minutes 14 seconds, East, 185.75 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 158.20 feet;

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THENCE along said boundary line, South 1 degree 16 minutes 43 seconds West, 295.49 feet;

THENCE North 85 degrees 25 minutes 52 seconds West, 1050.91 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

As set forth on that certain Survey of Carman Plaza, 900-944 Carmans Road, Massapequa, Nassau County, New York dated 4/30/2007 by Millman Surveying, Inc.

SAID premises are known and described as Section 52, Block 160, Lots 40A AND 40B on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007, is hereby deemed terminated, and the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioner, as set forth in the

written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

RESOLVED, That the Petition herein granted is subject to the Petitioner obtaining a variance from the Town of Oyster Bay Zoning Board of Appeals for off-street parking; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, dated June 27, 2017, the one (1) plan described herein is hereby approved.

-#-

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

	Supervisor Saladino	Aye
	Councilman Muscarella	Aye
	Councilman Macagnone	Aye
	Councilwoman Alesia	Aye
	Councilwoman Johnson	Aye
	Councilman Imbroto	Aye
	Councilman Hand	Absent
cc:	Supervisor (2)	
	Town Attorney	
	Comptroller (2)	
	Planning & Development	
	Environmental Resources	

*Thom M. Muller*

### DECLARATION OF RESTRICTIVE COVENANTS

CEDAR-CARMANS, LLC, fee owner, with a business address of 44 South Bayles Avenue, Port Washington, New York 11050, does by this Declaration, dated October 3, 2017, declare as follows:

WHEREAS, said Declarant, CEDAR-CARMANS, LLC, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on July 25, 2017, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 647, 2017, dated October 3, 2017, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarant, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, does hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County, which will run with the land and be binding upon said Declarant, its successors and/or assigns,

NOW, THEREFORE, said Declarant, does hereby covenant and declare as follows:

1. That the Declaration of Restrictive Covenants, dated December 19, 2006 and recorded in the Office of the Clerk of Nassau County on February 13, 2007, in Liber 12232 of Deeds, page 217, affecting the premises located at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County, is hereby rescinded and is replaced and superseded by this Declaration.

2. That all parking shall be permitted only in designated parking spaces. Said spaces are to be clearly outlined, identified and maintained with painted boundary lines. All other driveway areas shall remain open at all times for fire and emergency apparatus.

3. That no mechanical games of amusement shall be permitted on the subject premises or in the health club/gym.

4. That there shall be no outdoor storage of foods, equipment or material of any kind for the subject health club/gym.

5. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials, and litter baskets shall be installed and emptied as often as necessary.

6. That no alcoholic beverage of any kind shall be sold, dispensed or permitted at the subject health club/gym.

7. That no outdoor music or speakers shall be permitted, in connection with the use of the subject health club/gym.

8. That the exterior of all structures, parking areas, and all other installations visible to the public, shall be continually maintained in neat and good repair.

9. That all lighting shall be directed onto the subject premises, and no lighting is to be directed onto adjacent properties and roadways.

10. That all garbage, waste and rubbish shall be kept in a suitable container enclosed on three (3) sides and screened from view.

11. That any and all signs that are to be erected and maintained are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

12. That there shall be strict compliance with any and all ordinances, laws, regulations or directives of the Town of Oyster Bay, the Nassau County Fire Marshal's Office, the Nassau County Department of Health, and any and all other agencies or departments of the Town of Oyster Bay, Nassau County, the State of New York and/or the United States of America.

13. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the one (1) plan prepared by Mario R. Vergara, R.A., MVA Architects, Floral Park, New York, dated June 21, 2017, reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated June 27, 2017 and approved by the Town Board of the Town of Oyster Bay, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structure

or property after the date of the granting resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same. Any major modification to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution.

14. That in the event of any violation of any kind of the restrictions, covenants or provisions contained herein or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the Special Use Permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

15. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board of the Town of Oyster Bay to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board of the Town of Oyster Bay.

#### SCHEDULE A

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

BEGINNING at a point on the easterly side of Carmans Road (Carmans Mill Road) distant North 7 degrees 17 minutes 48 seconds East, 287.76 feet, measured along the easterly side of Carmans Road from the northerly end of the arc of a curve connecting the easterly side of Carmans Road with the northerly side of Bernard Street, as said streets are laid out on the amended "Map of Lawn Estates," filed in the Office of the Clerk of Nassau County on July 20<sup>th</sup>, 1953 as Map No. 5888 and from said point of BEGINNING, South 85 degrees 25 minutes 52 seconds East, 291 feet to the easterly side of Carmans Road, as widened;

RUNNING THENCE along the easterly side of Carmans Road, as widened the following three (3) courses and distances:

1. North 7 degrees 49 minutes 07 seconds East, 18.66 feet;
2. North 6 degrees 59 minutes 37 seconds East, 665.12 feet;
3. North 9 degrees 15 minutes 14 seconds, East, 185.75 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 158.20 feet;

THENCE North 4 degrees 34 minutes 08 seconds East, 100 feet to land shown on Map of Pepper Village Section No. 1;

THENCE along said land, South 85 degrees 25 minutes 52 seconds East, 453.67 feet;

THENCE South 5 degrees 19 minutes 19 seconds West, 703.30 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 385.25 feet to the boundary line between the County of Nassau and the County of Suffolk;

THENCE along said boundary line, South 1 degree 16 minutes 43 seconds, West 295.49 feet;

THENCE North 85 degrees 25 minutes 52 seconds West, 1050.31 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

Also being described as:

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

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THENCE North 85 degrees 25 minutes 52 seconds West, 1050.91 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

As set forth on that certain Survey of Carman Plaza, 900-944 Carmans Road, Massapequa, Nassau County, New York dated 4/30/2007 by Millman Surveying, Inc.

SAID premises are known and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarant has hereunto set their hand the day and year first above written.

CEDAR-CARMANS, LLC, Fee Owner

BY: \_\_\_\_\_

STATE OF NEW YORK )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

WHEREAS, the New York Marine Trades Association, 188 Park Avenue, Suite E, Amityville, New York 11701, requested the use of the parking lot at TOBAY Beach and the Joseph J. Saladino Memorial Marina Boat Basin at TOBAY Beach, Massapequa, New York for its 41st Annual In-Water Boat Show, on Friday, September 30, 2017 through Sunday, October 1, 2017 with rain dates of Saturday, October 7, 2017 through Monday, October 9, 2017; and setup of exhibits to occur Monday, September 25, 2017 through Thursday, September 28, 2017, and the breakdown of exhibits to be completed Tuesday, October 3, 2017, and clean up occurring no later than Tuesday, October 10, 2017; and

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 22, 2017, has advised that the abovementioned property is not required for use by the Town at that time, and that the Department of Parks had no objection to providing same to the New York Marine Trades Association for its Annual In-Water Boat Show; and has also advised that the NYMTA has delivered a check in the amount of \$14,500.00 to the Town of Oyster Bay to defray costs of Town associated with this event and has delivered a check in the amount of \$2,500 for sponsorship to the Bluefish Tournament; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, the Town accepts the payment of \$14,500.00 and \$2,500 from the NYMTA, and the Department of Parks, is hereby authorized to provide the use of the parking lot at TOBAY Beach and the Joseph J. Saladino Memorial Marina Boat Basin at TOBAY Beach, Massapequa, New York to the New York Marine Trades Association, in connection with its Annual In-Water Boat Show, nunc-pro-tunc from Friday September 30, 2017 through Sunday, October 1, 2017 with rain dates of Saturday, October 7, 2017 through Monday, October 9, 2017, and subject to the following conditions:

1. Set-up will begin no earlier than Monday, September 25, 2017;
2. Break-down will be completed no later than Tuesday, October 3, 2017;
3. The NYMTA will be charged a facility use fee of \$14,500.00 and will supply a \$2,500 sponsorship to the Bluefish Tournament
4. Floating docks provided by the NYMTA and left at TOBAY Beach will become the property of the Town of Oyster Bay. NYMTA personnel will maintain these docks during the boat show;
5. NYMTA staff will handle all security, crowd control, dock repairs, press requirements, VIP tickets and Public Information as necessary;
6. Exhibitors will maintain clean, neat, and attractive displays at all times;

Reviewed By  
Office of Town Attorney

7. Emergency Medical Technician(s), hired by the NYMTA, will be on duty during all boat show hours;
8. Layout will be approved by the Commissioner of the Department of Parks, Town of Oyster Bay, in conjunction with the Nassau County Fire Marshall and other regulatory agencies;
9. The show trailer will be provided by the NYMTA and will be self-contained including electricity and other items necessary for the successful operation of the boat show;
10. The NYMTA will provide the ticket booths and the staff to collect fees. The fees are: \$12.00, adults; \$10.00, senior citizens; children \$5 6-12; 5 and under free of charge;
11. Security will be provided by the NYMTA around the clock during set-up and break-down, and from show closing to show re-opening, each day of operation;
12. All electric connections will be made by a licensed and bonded electrician hired by NYMTA;
13. Portable restroom facilities will be provided by the NYMTA and be cleaned, pumped out and restocked several times per day. TOB restroom facilities used for the boat show will be cleaned and restocked by the NYMTA as necessary;
14. Tents will be set-up and maintained by the NYMTA. All penetrations of the black top will be repaired by the NYMTA on or prior to October 2, 2017 (October 10, 2017, rain date);
15. Insurance in the amounts of: \$1,000,000 comprehensive, \$2,000,000 aggregate, \$1,000,000 personal injury, and \$500,000 property damage. The Town of Oyster Bay is listed additional insured;
16. The NYMTA assumes all risk in the operation of this boat show and agrees to hold harmless the Town of Oyster Bay from any claims, losses, damages, or injuries arising out of the operation of the boat show; and
17. The NYMTA agrees to abide by any and all directives issued by the Commissioner of the Department of Parks or his designees and it is further requested that the Town of Oyster Bay Ordinance 168-22, alcoholic beverages, be waived during the dates of operation.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Parks

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM : Joseph Pinto, Commissioner of Parks

DATE: September 22, 2017

SUBJECT: 2017 New York Marine Trades Association Request for their 41<sup>st</sup> Annual In-Water Boat Show at Joseph J. Saladino Memorial Marina at Tobay

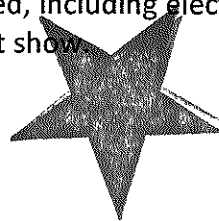
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Town Board authorization is requested for the New York Marine Trades Association (NYMTA) for use of the parking lot at Tobay Beach and the Joseph J. Saladino Memorial Marina at Tobay, for their 41<sup>st</sup> Annual In-Water Boat Show. Specifically, the Association has requested by their proposal use of the boat basin and parking lot during the following times:

- Set-up: Monday, September 25, 2017 to Thursday, September 28, 2017
- Boat Show: Friday, September 29, 2017 to Sunday, October 1, 2017
- Rain date(s): Saturday, October 7, 2017 to Monday, October 9, 2017
- Clean up date: Tuesday, October 10, 2017

As this organization has been granted permission in the past, this department recommends approval of this request, nunc pro tunc with the following conditions:

1. Set-up to begin no earlier than September 25, 2017.
2. Break-down completed no later than October 13, 2017.
3. The NYMTA will be charged a facility use fee of \$ 14,500.00 and will supply a \$2,500 sponsorship to the Bluefish Tournament.
4. Floating docks provided by the NYMTA and left at Tobay Beach will become the property of the Town of Oyster Bay. NYMTA personnel will maintain these docks during the boat show.
5. NYMTA staff will handle all security, crowd control, dock repairs, press requirements, VIP tickets, and public information as necessary.
6. Exhibitors will maintain clean, neat, and attractive displays at all times.
7. Emergency Medical Technician(s), hired by the NYMTA, will be on duty during all boat show hours.
8. Layout will be approved by the Commissioner of Parks, Town of Oyster Bay, in conjunction with Nassau County Fire Marshall and other regulatory agencies.
9. The show trailer provided by the NYMTA will be self-contained, including electricity and other items necessary for the successful operation of the boat show.

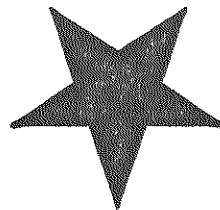



10. The NYMTA will provide ticket booths and the staff to collect fees. The fees are as follows: \$12.00 adults; \$10.00 senior citizens; \$5.00 children 6-12; 5 and under free of charge.
11. Security will be provided by the NYMTA around the clock during set-up and break-down, and from show closing to show re-opening, each day of operation.
12. All electric connections will be made by a licensed and bonded electrician hired by NYMTA.
13. Portable restroom facilities will be provided by the NYMTA and will be cleaned, pumped out and restocked several times per day. TOB restroom facilities used for the boat show will be cleaned and restocked by the NYMTA as necessary.
14. Tents will be set-up and maintained by the NYMTA. All penetrations of the black top will be filled to the satisfaction of the Town of Oyster Bay by NYMTA hired tent contractor on or prior to October 2, 2017, (October 10, 2017, rain date).
15. Insurance in the amounts of: \$1,000,000.00 (\$2,000,000.00 aggregate) comprehensive; \$1,000,000.00 personal injury; and \$500,000.00 property damage. The Town of Oyster Bay is listed additional insured.
16. The NYMTA assumes all risk in the operation of this boat show and agrees to hold harmless the Town of Oyster Bay of claims, losses, damages, or injuries arising out of the operation of the boat show.
17. The NYMTA agrees to abide by any and all directives issued by the Commissioner of Parks or his designees.


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

Joseph G. Pinto  
Commissioner of Parks

JGP:gv  
Attachments  
cc: Town Attorney (+7)



THE NEW YORK MARINE TRADES ASSOC. 188 PARK AVE STE E AMITYVILLE, NY 11701		1632
PAY TO THE ORDER OF	Town of Oyster Bay	DATE 8-2-17
Fourteen Thousand Five Hundred Dollars and <u>00</u> / <u>100</u>		\$ 14,500.00
CHASE  JPMorgan Chase Bank, N.A. www.Chase.com		DOLLARS
FOR	Tobias Kent	Ch MED
⑆001632⑆ ⑆021000021⑆ 895500676365⑆		

THE NEW YORK MARINE TRADES ASSOC. 188 PARK AVE STE E AMITYVILLE, NY 11701		1633
PAY TO THE ORDER OF	Town of Oyster Bay	DATE 8-2-17
Two Thousand Five Hundred Dollars and <u>00</u> / <u>100</u>		\$ 2,500.00
CHASE  JPMorgan Chase Bank, N.A. www.Chase.com		DOLLARS
FOR	Tobias Kent	Ch MED
⑆001633⑆ ⑆021000021⑆ 895500676365⑆		



**Request for Permission and Proposal of Operating Guidelines for****the NYMTA Tobay Beach In-Water Boat Show****Proposal**

The New York Marine Trades Association would like to obtain permission to utilize Joseph J. Saladino Memorial Marina along with the parking lot at TOBAY beach. The show will be open September 29<sup>th</sup>, September 30<sup>th</sup> and October 1<sup>st</sup>, 2017 for the purpose of conducting the Tobay Beach In-Water Boat Show. In case of a rain out that precludes us from opening the show on September 29<sup>th</sup> and or September 30<sup>th</sup> and or October 1<sup>st</sup>, the show will re-open October 7<sup>th</sup>, October 8<sup>th</sup>, and October 9<sup>th</sup>, 2017. It is also requested that usage of a show mobile be available for the above listed dates.

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

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

**Staff**

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

**Exhibitors**

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

**Layout**

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

**Show Trailer**

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

**Ticket Sales**

We will provide our own ticket booths, and will have an adequate staff to collect the admission charge for the show. The charge for adults will be \$12.00, and we will offer a reduced admission rate of \$10.00 for senior citizens and \$5 children 6-12. Children 5 and under are free of charge. If ticket prices change, we will notify the Town of Oyster Bay in advance.

**Security**

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

**Electric**

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



NYMTA Tobay Beach In-Water Boat Show**Rest Room Facilities**

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

**Tents**

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

**Parking Lot**

We will penetrate the blacktop surface of the parking area. All holes will be filled by NYMTA hired tent contractor. All penetrations of the black top will be filled to the

satisfaction of the Town of Oyster Bay by NYMTA hired tent contractor.

**Dumpsters**

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

**Advertising**

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

**Insurance**

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

**Indemnification**

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

Authorized Signature: Chris McGuirk  
New York Marine Trades Association  
Chris McGuirk, Treasurer, NYMTA  
188 Park Avenue, Suite E  
Amityville, NY 11701  
631-691-7030

Date: 8-28-17

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

Date: 8



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

This Agreement is made this 24 day of August 2017, by New York Marine Trades Assn. (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Tobey Beach Marina

for the event described as Boat Show  
The property/equipment is needed from 9-25-17 to 10-1-17  
The event for which the property and/or equipment is requested ☐ is ☐ is not a profit making event.

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

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

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

Name of Organization

New York Marine Trades Assn.

Address of Organization

188 Park Ave  
Amityville N.Y. 11701

By:

Ch. McRae  
Authorized Representative

Title:

Treas.

Telephone Number:

631-691-7050



## **LEASE AGREEMENT**

### **41st Annual NYMTA Tobay Beach In-Water Boat Show**

#### **Lease**

The New York Marine Trades Association would like to obtain a lease for the Joseph J. Saladino Memorial Marina and the parking lot facility at Tobay Beach. The show will be open September 29<sup>th</sup>, September 30<sup>th</sup> and October 1<sup>st</sup>, 2017 for the purpose of conducting our 41<sup>st</sup> Annual NYMTA Boat Show. In case of a rain out that precludes us from opening the show on September 29<sup>th</sup> and or September 30<sup>th</sup> and or October 1<sup>st</sup>, the show will re-open October 7<sup>th</sup>, October 8<sup>th</sup>, and October 9<sup>th</sup>, 2017.

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

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

#### **Staff**

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

#### **Exhibitors**

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

#### **Layout**

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

#### **Show Trailer**

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

#### **Ticket Sales**

We will provide our own ticket booths, and will have an adequate staff to collect the admission charge for the show. The charge for adults will be \$12.00, and we will offer a reduced admission rate of \$10.00 for senior citizens and \$5 children 6-12. Children 5 and under are free of charge. If ticket prices change, we will notify the Town of Oyster Bay in advance.

#### **Security**

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

#### **Electric**

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



### **41st Annual NYMTA Tobay Beach In-Water Boat Show**

#### **Rest Room Facilities**

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

#### **Tents**

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

#### **Parking Lot**

We will penetrate the blacktop surface of the parking area. All holes will be filled by NYMTA hired tent contractor.

#### **Dumpsters**

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

#### **Advertising**

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

#### **Insurance**

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

#### **Indemnification**

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Town of Oyster Bay
Tobay Beach Marina
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/05/2017

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 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).

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

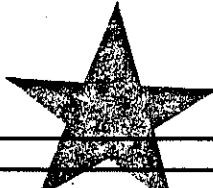
**COVERAGES**      **CERTIFICATE NUMBER:** 17/18 \$2M/autofinc.dam      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	U-17/7006779	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	U-17/7006778	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Third Party Property Damage		U-17/7006778	08/01/2017	08/01/2018	Limit \$150,000/ Deductible \$1,500

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

Town of Oyster Bay, Tobay Beach Marina, All Island Marine, Northshore Golf Car Service Inc., and Long Island Exposition, LLC, are named as additional insured as respects to our insured's operations only. This coverage is with respect to the Tobay Beach In-Water Boat Show to be held on September 22 - October 13, 2017, including setup & breakdown at the Tobay Beach Marina, Massapequa, NY.



<b>CERTIFICATE HOLDER</b> Tobay Beach Marina and Town Of Oyster Bay One Ocean Parkway Massapequa NY 11702	<b>CANCELLATION</b> 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 
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**NYMTA Tobay Beach In-Water Boat Show**

**Rest Room Facilities**

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

**Tents**

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

**Parking Lot**

We will penetrate the blacktop surface of the parking area. All holes will be filled by NYMTA hired tent contractor.

**Dumpsters**

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

**Advertising**


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**Insurance**

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**Indemnification**

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

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

Date: 8-28-17

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

Date: 8



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

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

#### **Proposal**

The New York Marine Trades Association would like to obtain permission to utilize Joseph J. Saladino Memorial Marina along with the parking lot at TOBAY beach. The show will be open September 29<sup>th</sup>, September 30<sup>th</sup> and October 1<sup>st</sup>, 2017 for the purpose of conducting the Tobay Beach In-Water Boat Show. In case of a rain out that precludes us from opening the show on September 29<sup>th</sup> and or September 30<sup>th</sup> and or October 1<sup>st</sup>, the show will re-open October 7<sup>th</sup>, October 8<sup>th</sup>, and October 9<sup>th</sup>, 2017. It is also requested that usage of a show mobile be available for the above listed dates.

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

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

#### **Staff**

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

#### **Exhibitors**

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

#### **Layout**

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

#### **Show Trailer**

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

#### **Ticket Sales**

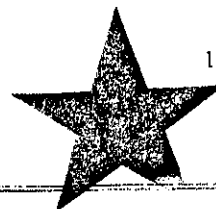
We will provide our own ticket booths, and will have an adequate staff to collect the admission charge for the show. The charge for adults will be \$12.00, and we will offer a reduced admission rate of \$10.00 for senior citizens and \$5 children 6-12. Children 5 and under are free of charge. If ticket prices change, we will notify the Town of Oyster Bay in advance.

#### **Security**

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

#### **Electric**

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



WHEREAS, pursuant to the Town Code, Town employees are entitled to representation by counsel in proceedings involving that employee's work duties, with the associated costs to be borne by the Town; and

WHEREAS, in connection with certain recent proceedings, involving skills and the utilization of resources beyond those that can be supplied by the Office of the Town Attorney, counsel was obtained to represent an employee, who was identified to the Town Board in executive session; and

WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memoranda dated October 3, 2017 recommend that the Procurement Policy be waived and the law firm of Sapone & Petrillo, LLP, 1103 Stewart Avenue, Suite 200, Garden City, New York 11530 be authorized to represent the employee in said recent proceedings,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, the law firm of Sapone & Petrillo, LLP, 1103 Stewart Avenue, Suite 200, Garden City, New York 11530 is and was authorized to represent the employee in said recent proceedings; and be it further

RESOLVED, That the Town Board finds a waiver of the Procurement Policy to be proper, due to the time sensitive nature of the proceedings, and the unique skills required to handle the proceedings; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed \$7,500.00, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

Reviewed By  
Office of Town Attorney

Town of Oyster Bay  
Inter-Departmental Memo

TO : MEMORANDUM DOCKET  
FROM : Office of the Town Attorney  
DATE : October 3, 2017  
SUBJECT: Special Counsel to the Town Attorney- Sapone & Petrillo, LLP

---

Pursuant to Town Code, Town employees are entitled to representation by counsel in proceedings involving that employee's work duties, with the associated costs to be borne by the Town.

In connection with certain recent proceedings, involving the utilization of resources beyond those that can be supplied by the Office of the Town Attorney, counsel was obtained to represent an employee, who was identified to the Town Board in executive session. Given the time sensitive nature of the proceedings, and the unique skills required to handle the matter, this office requests that the Town Board waive the Procurement Policy and ratify the actions of this office in retaining the law firm of Sapone & Petrillo, LLP, 1103 Stewart Avenue, Suite 200, Garden City, New York 11530 to represent the employee.

Further, Town Board authorization is sought to pay said law firm for professional services rendered in an amount not to exceed \$7,500.00, with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

A proposed resolution for Town Board consideration is attached hereto.

JOSEPH NOCELLA  
TOWN ATTORNEY

  
Frank M. Scalera  
Chief Deputy Town Attorney



WHEREAS, pursuant to the Town Code, Town employees are entitled to representation by counsel in proceedings involving that employee's work duties, with the associated costs to be borne by the Town; and

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-#-

Reviewed By  
Office of Town Attorney

WHEREAS, pursuant to the Town Code, Town employees are entitled to representation by counsel in proceedings involving that employee's work duties, with the associated costs to be borne by the Town; and

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WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memoranda dated September 19, 2017 recommend that the Procurement Policy be waived and the law firm of Meyer, Suozzi, English & Klein, P.C., 990 Stewart Avenue, Suite 9194, Garden City, New York 11530 be authorized to represent the employee in said recent proceedings,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, the law firm of Meyer, Suozzi, English & Klein, P.C., 990 Stewart Avenue, Suite 9194, Garden City, New York 11530 is and was authorized to represent the employee in said recent proceedings; and be it further

RESOLVED, That the Town Board finds a waiver of the Procurement Policy to be proper, due to the time sensitive nature of the proceedings, and the unique skills required to handle the proceedings; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed \$5,000.00, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)

Reviewed By  
Office of Town Attorney

Town of Oyster Bay  
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : October 3, 2017

SUBJECT: Special Counsel to the Town Attorney- Meyer, Suozzi, English & Klein, P.C.

---

Pursuant to Town Code, Town employees are entitled to representation by counsel in proceedings involving that employee's work duties, with the associated costs to be borne by the Town.

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Reviewed By  
Office of Town Attorney

WHEREAS, Marge Blais, District Secretary, Jericho Fire District, 424 North Broadway, Jericho, New York, 11753, by letter dated September 8, 2017, has requested a roll-off container, to be dropped off on Friday, September 29, 2017 and collected on Monday, October 2, 2017, for their annual Fire Prevention Day at Jericho Fire District Headquarters, 424 North Broadway, Jericho, New York 11753, on Sunday, October 1, 2017; and

WHEREAS, Richard W. Lenz, Commissioner of the Department of Public Works/Highway, by memorandum dated September 8, 2017, advised that he has no objection to providing a roll-off container, for the Jericho Fire District's annual Fire Prevention Day, on Sunday, October 1, 2017, at Jericho Fire District Headquarters, 424 North Broadway, Jericho, New York 11753, which container was dropped off on Friday, September 29, 2017 and collected on Monday, October 2, 2017, because it is not required for use by the Department of Public Works at those times and the roll-off container was provided, without charge, as the event was not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201 "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works' provision of a roll-off container, dropped off on Friday, September 29, 2017 and collected on Monday, October 2, 2017, without charge, as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201 "Solid Waste", Section 17, for the Jericho Fire District's Fire Prevention Day on Sunday, October 1, 2017, is hereby ratified and authorized, nunc pro tunc, and subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activities; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year, and naming the Town as an additional insured, in connection with the aforescribed activity.

-#-

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

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

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

Reviewed By  
Office of Town Attorney

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## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

September 8, 2017

TO: Memorandum Docket

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


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

Attached please find a copy of a letter received in this office from Marge Blais, requesting one roll off container for their annual Fire Prevention Day at Jericho Fire District Headquarters. The container will be placed at the Jericho Fire District Headquarters on Friday, September 29, 2017 and will be collected on Monday, October 2, 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."

Since the Fire Prevention Day is not a profit making event, the \$250.00 fee will be waived. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment at no charge.

Attached please find their certificate of insurance, endorsement and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by the Jericho Fire District from Friday, September 29, 2017 through Monday, October 2, 2017.

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

RWL:ew

Attachments

cc: Town Attorney (7 Copies)

Steven Ballas, Comptroller



BRIAN J. KENNY  
Chairman

BRUCE L. FRIEDMAN, D.C.  
Vice Chairman

DAVID J. MARMANN, Sr.

FRANK V. SAMMARTANO

TED KETSOGLU

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

W.F. ✓  
MARGE BLAIS  
District Secretary

ANNE BACHTELER  
District Treasurer

JOHN J. O'BRIEN  
District Supervisor

August 24, 2017

W. Fox  
Supervisor ~~J. Collins~~  
Department of Sanitation  
150 Miller Place  
Syosset, N.Y. 11791

Dear Supervisor Collins,

The Jericho Fire District would appreciate it if your department could supply a 20 yard roll-off dumpster. Sunday, October 1, 2017 is the day Jericho Fire Department will be holding their annual Fire Prevention Day at Jericho Fire District Headquarters, located at 424 North Broadway, Jericho, N.Y. Could the dumpster be delivered on Friday, September 29th and picked up on Monday, October 2nd.

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

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

Thank you so much for your help.

Sincerely,

*Marge Blais*

Marge Blais  
District Secretary

Enc.

( APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER )

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: JERICHO FIRE DISTRICT

Billing Address: 424 No. BROADWAY  
JERICHO, N.Y. 11753

Phone Number (Days): 516-931-3546

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: 424 No. BROADWAY, JERICHO, N.Y.

Dates Container(s) Needed: From 9/29/17 To 10/2/17

Describe The Event For Which Container(s) Is/Are Requested: FIRE PREVENTION DAY

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

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

Signature: Marge Blais Date: 9/6/17

Title: DISTRICT SECRETARY

Signature: \_\_\_\_\_ Date Received: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Picked Up: \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

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

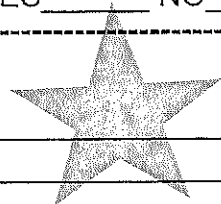
To Be Completed By Scale House:

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 25th day of August 2017, by Jericho Fire District (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Jericho Fire District, 424 North Broadway, Jericho, New York 11753, one (1) 20-yard dumpster.

For the event described as Fire Prevention Open House.

The property/equipment is need from September 29, 2017 to October 2, 2017.

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

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

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

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

Name of Organization:

Jericho Fire District

Address of Organization:

424 North Broadway  
Jericho, New York 11753

By:

*Marge Blaw*

Authorized Representative

Title: District Secretary

Telephone Number: 516-931-3546 ext.227

Reviewed By  
Office of Town Attorney

*[Signature]*



## CERTIFICATE OF LIABILITY INSURANCE

DATE: 9/8/2017

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

PRODUCER  
**HUBBINETTE-COWELL ASSOC INC**  
1003 Park Blvd, #3  
Massapequa Park, NY 11762-2777

CONTACT  
NAME:  
PHONE (516) 795-1330 FAX (516) 795-5101  
E-MAIL info@hubbinette-cowell.com  
ADDRESS:

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

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

PAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

LINE	TYPE OF INSURANCE	POLICY NO.	START DATE	END DATE	POLICY NO.	START DATE	END DATE	DATE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLIMATE <input checked="" type="checkbox"/> OCCUR  CGL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X			VFISTR2062922-09	07/01/17	07/01/18	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (EX LOCATIONS): \$ 1,000,000 MED EXP (per person): \$ 5,000 PERSONAL & ADVERTISING: \$ 1,000,000 GENERAL AGGREGATE: \$ 3,000,000 PRODUCTS - COMPOUND AGG: \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-SCHEDULED AUTOS ONLY	X			VFISTR2062922-09	07/01/17	07/01/18	COMBINED SINGLE LIMIT (EX LOCATIONS): \$ 1,000,000 BODILY INJURY (per person): \$ BODILY INJURY (per accident): \$ PROPERTY DAMAGE (per accident): \$
A	<input checked="" type="checkbox"/> UMBRELLA LIA <input checked="" type="checkbox"/> EXCESS LIA <input type="checkbox"/> RETENTION: \$ <input type="checkbox"/> DED: \$	X			VFISTR2062922-09	07/01/17	07/01/18	EACH OCCURRENCE: \$ 10,000,000 AGGREGATE: \$ 20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYERS/WORKERS COMPENSATION OFFSHORE/BOAT/BOAT If yes, describe below: DESCRIPTION OF OPERATIONS below:	YES			01FDMVF00297320	01/01/17	01/01/18	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT: \$ 100,000 E.L. DISEASE - EA EMPLOYEE: \$ 500,000 E.L. DISEASE - POLICY LIMIT: \$ 100,000

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

PROOF OF INSURANCE FOR USE OF 20 YARD DUMPSTER FROM SEPTEMBER 29, 2017 THRU OCTOBER 2, 2017 FOR FIRE PREVENTION DAY. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #CG2026.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Paul A. Land*

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ACORD25(01/8/03)

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Reviewed By  
Office of Town Attorney

POLICY NUMBER: Jericho FD VFISTR2062922-09

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
TOWN OF OYSTER BAY 54 AUDREY AVENUE OYSTER BAY, NY 11771
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

FOR USE OF 20 YARD DUMPSTER FROM SEPT. 29, 2017 THRU OCT. 2, 2017 FOR FIRE PREVENTION DAY.

Reviewed By  
Office of Town Attorney



CG 20 26 07 04

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Page 1 of 1 ☐

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TOWN OF OYSTER BAY

Inter-Departmental Memo

SEPTEMBER 5, 2017

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER

Subject: MONTHLY REPORT TO THE TOWN BOARD

In accordance with Section 125 of the Town Law, I have shown in the report attached, a statement of Cash Receipts and Disbursements and Budgetary Reports of the Town of Oyster Bay for August 2017. The attached computer disc reflects detailed analysis of receipts, disbursements, and balances.

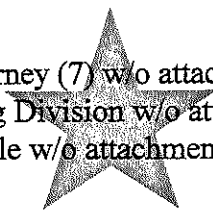
This report, after review, is required to be filed with the Town Clerk pursuant to Section 125 of the Town Law.

  
STEVEN C. BALLAS  
COMPTROLLER

Attachment

SCB:mr

cc: Town Attorney (7) w/o attachments  
Accounting Division w/o attachments  
Reading File w/o attachments



Meeting of October 3, 2017

Resolution No. 616-2017

WHEREAS, Maureen Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 14, 2017, has requested that the Town Board authorize the Town to enter into a contract with the Nassau County Department of Human Services to receive grant funding for youth program services in an amount not to exceed \$65,000.00, and as Nassau County has consolidated grant recipients for their program, the Town will distribute \$1,346.00 of the \$65,000.00 to the Village of Bayville, nunc pro tunc from January 1, 2017,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized to enter into a contract with the Nassau County Department of Human Services, and to execute any and all documents related to same, for youth program services, in an amount not to exceed \$65,000.00, with the Town to distribute \$1,346.00 of the \$65,000.00 to the Village of Bayville, nunc pro tunc from January 1, 2017, with funds for said program to be deposited in Account No. TWN A 0000 00410 000 0000 and paid to the Village of Bayville from Account No. CYS A 7020.47620 000 0000.

-#-

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

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

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

Reviewed By  
Office of Town Attorney  
*[Signature]*

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# TOWN OF OYSTER BAY

## Inter-Departmental Memo

September 14, 2017

To: Memorandum Docket

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


Subject: Contract for Youth Services Grant

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The Department of Community & Youth Services is requesting Town Board authorization to enter into an Agreement with the Nassau County Department of Human Services to receive grant funding for youth program services. The contract services would be for the period covering January 1, 2017 through December 31, 2017 in the amount of \$65,000.00. Last year, the Agreement was approved by Town Board Resolution No. 46-2016, dated February 2, 2016.

As was the case in previous years and according to the terms of the Agreement, the Town of Oyster Bay must distribute \$1,346.00 of the \$65,000.00 to the Incorporated Village of Bayville for reimbursement of their youth program. The Agreement with Nassau County will be sent to the Town Attorney's Office for approval as to form. Attached are a copy of the *Notice of Grant Award* and a copy of the *Agreement*.

Therefore, we respectfully request that the Town Board approve the contract, with the Nassau County Department of Human Services for Youth Program Services. Funds will be deposited in account no. TWN A 0000 00410 000 0000 and distributed to the Village of Bayville from account CYS A 7020.47620 000 0000.

  
Maureen A. Fitzgerald  
Commissioner

MAF:iw  
cc: Town Attorney (+7 copies)  
Attachments



EDWARD P. MANGANO  
COUNTY EXECUTIVE

JAMES DOLAN  
ACTING COMMISSIONER  
DEPARTMENT OF HUMAN SERVICES



MARGARET MARTINEZ-MALITO  
DIRECTOR  
OFFICE FOR YOUTH SERVICES

**COUNTY OF NASSAU  
DEPARTMENT OF HUMAN SERVICES  
Office for Youth Services**  
60 Charles Lindbergh Boulevard  
Uniondale, New York 11553-3691  
516-227-7134  
FAX: 516-227-7107

August 31, 2017

Iris Williams  
Youth Board Coordinator  
Town of Oyster Bay  
977 Hicksville Road  
Massapequa, NY, 11758

Dear Ms. Williams,

We are pleased to inform you that your agency has been awarded the sum of \$65,000.00 through the Nassau County Department of Human Services, Office of Youth Services contract for the funding period of January 1, 2017 through December 31, 2017.

This award is being made with the understanding that if there are reductions in state or county funding, the contract amount is subject to change.

Please be advised the contract has been updated. Important changes to note are:

- Section 11(a) iv, and Section 13.
- The exclusion of section 3(i) iii shall not be interpreted to mean that the advance will not be recouped, but rather that it will be recouped during the middle six months, or at the discretion of the Department in a way that suits the needs of your agency best.
- Program specific requirements are now located in Appendix "A".

Any 2017 claim submitted MUST contain one (1) original and two (2) copies.

AN OFFICIAL GRANT AWARD CAN BE MADE ONLY AFTER FINAL REVIEW AND APPROVAL OF THE COMPLETED CONTRACT AND BUDGET FORMS BY THE OFFICE, THE COUNTY EXECUTIVE, AND THE COUNTY LEGISLATURE. THEREFORE, NO PUBLIC ANNOUNCEMENT MAY BE MADE UNTIL THE CONTRACT HAS BEEN FULLY EXECUTED.

Attached are the contract, application, budget, voucher forms, and instructions. Please sign and notarize the contract in BLUE INK and return it with the application, current insurance certificates, and voucher forms. We also need a copy of your current lease(s), if applicable. Please return the budget electronically to Al Raman at [Alok.Raman@hhsnassaucountyny.us](mailto:Alok.Raman@hhsnassaucountyny.us) and to the Youth Services mailbox at [OfficeYouthSvr@hhsnassaucountyny.us](mailto:OfficeYouthSvr@hhsnassaucountyny.us). The completed applications should be sent to Keith Gerber ([Keith.Gerber@hhsnassaucountyny.us](mailto:Keith.Gerber@hhsnassaucountyny.us)) and also the Youth Services mailbox.

Please note that an Agency Financial Control Questionnaire is also attached. This form MUST be completed and returned directly to: Field Audit, Nassau County Comptroller's Office, 240 Old Country Road, Mineola, NY 11501.

Thank you for your continued efforts to serve the youth of Nassau County.

Sincerely,

A handwritten signature in cursive script, reading "M. Martinez-Malito", written over a large, stylized five-pointed star graphic.

Margaret Martinez-Malito  
Director, Office for Youth Services

THIS AGREEMENT, dated as of January 1, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office"), and (ii) Town of Oyster Bay, a New York State not-for-profit corporation, having its principal office at 977 Hicksville Road, Massapequa, New York, 11758 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to retain the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2017 and terminate on December 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of a comprehensive program entitled Youth Employment and Development Project ("Program"), subject to the direction, approval and control of the Office. The Contractor will outreach and recruit youth who will participate in job readiness workshops, job counseling services and Job Placement services that will enhance their ability to find and obtain employment. The Program which is more fully described in Appendix A attached hereto and incorporated herein by reference shall be subject to the direction, approval and control of the Office.
3. Payment.
  - a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement (the "Maximum Amount") shall not exceed Sixty Five Thousand and 00/100 dollars (\$65,000.00), payable as follows:
    - (i) one third ( $\frac{1}{3}$ ) of the amount above shall be paid in advance upon the final execution of this Agreement; and
    - (ii) subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.
  - b. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Maximum Amount is to be encumbered as follows:
    - i. initial encumbrance shall be Sixty Five Thousand and 00/100 dollars (\$65,000.00).

- ii. subsequent payments shall be on a reimbursement basis and solely in accordance with the budget attached hereto.
- c. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) is accompanied by specific documentation supporting the amount claimed including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.
- d. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.
- e. No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed, or to be performed, under other agreements between the Contractor and any funding source, including the County.
- f. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized to be performed by this Agreement, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- g. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.
- h. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. Notwithstanding the foregoing and in accordance with State rules and regulations, the Contractor:
  - i. may make adjustments of not more than ten percent (10%) to any line item in the Budget provided that the Maximum Amount is not increased as a result of any change or combination thereof;
  - ii. may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), provided that the Maximum Amount is not increased as a result of any change or combination thereof.

- iii. may, with prior written approval of the Department Head request additional time to perform the services described in this Agreement. At the recommendation of the Department Head, the County may, in its sole discretion, extend the term of this Agreement for a period up to three (3) months following the last day of the term of this Agreement. Any extension permitted by the County shall be under the same terms and conditions of this Agreement. Any extension of this Agreement pursuant to this Section shall not include payments to the Contractor that will, together with other payments made to the Contractor, pursuant to this Agreement, exceed the maximum amount set forth above in Section 3(a).
  - i. Short Agreement Year. The Maximum Amount and, if applicable, the Budgets, are based upon a full three hundred sixty five (365) day calendar year. The Maximum Amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.
  - j. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.
4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contract of the Contractor (a "Contractor Agent") be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County any obligation. As used in this Agreement the word "Person" mean any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of the County.
6. Compliance with Law.
- a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act (ADA) and The New York State Human Rights Law, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable order, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- b. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
- i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - ii. Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to it under applicable law.
  - iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and the Contractor shall provide the County any information necessary to maintain the certification's accuracy.
- c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the request prior to disclosure of the Information, so that the Contractor may take such action as it deems appropriate.
- d. Protection of Client Information. The Contractor shall, and shall cause Contractor's Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.

The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connections with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of this subsection "Protection of Client Information" shall survive the termination of this Agreement.

7. Minimum Service Standards. Regardless of whether or required by Law:

- a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to engender or harm any Person or property.
- b. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintain, and cause all Contract Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment "B" incorporated herein by reference and attached hereto.
- c. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Office and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.
- d. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of older individuals in the area served by the Contractor.
- e. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.
- f. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Nassau County Department of Human Services, Office for Youth Services. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.

8. Indemnification: Defense: Cooperation.

- a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or Contractor Agent(s), regardless of whether due to negligence, fault or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting, the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions,

or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further, to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

- c. The Contractor shall, and shall cause Contractor Agent(s) to, cooperate with the County and the Office in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agency in connection with this Agreement.
- d. The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

- a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operation under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for each accident or occurrence, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) such additional insurance as the County may from time to time specify.
- b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Office of the same and deliver to the Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take, or omit to take, any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required

coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his/her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or mediation without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance shall not constitute a waiver of such rights.

11. Termination.

- a. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the Services to be provided under this Agreement; and (iv) the failure to electronically report in accordance with Section 7(f).

- b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- c. Contractor Assistance upon Termination. In connection with the termination of impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities, and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records.

- a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records,

documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the Federal Office of Management & Budget Circular A-11, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit, inspection and copying by the Comptroller, the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. Failure to provide access within ten (10) days of a request for access shall be deemed a material breach of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

- b. Within forty-five (45) days of the termination of this Agreement, Contractor shall file with the Office and the Comptroller of the County, reports as follows: (i) A complete and verified reconciliation report to include all monies received and monies expended during the term of this Agreement, must be submitted with the final claim voucher. Any unexpended funds remaining shall be repaid to the County simultaneously with the filing of the final reconciliation report; and (ii) A final project report to the Office, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will describe how the program has operated and succeeded in providing the Services described in this Agreement.
- c. All organizations may be required to provide annual agency budgets. All organizations must submit an annual audit of financial statements. Those organizations expending five hundred thousand dollars (\$500,000) or more of Federal funding (from all sources) within the Contractor's fiscal year must also obtain an annual Single Audit in compliance with Federal A-33 regulations. It is further stipulated that audits shall be made on an annual basis and that two copies of the audit must be provided to the Office within nine (9) months of the end of the Contractor's fiscal year.

### 13. Inventory.

- a. Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County, and the Equipment shall not be disposed of without prior written approval of the County.
- b. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Office, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.
- c. Within thirty (30) days of the termination of this Agreement, the Contractor shall file final Inventory with the Office and the Comptroller. The Contractor shall dispose of the Equipment in accordance with the County's instructions. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

- d. The provisions of this Section shall survive the termination of this Agreement.
14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office and the (ii) County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions or inactions preceded the Contractor's action or special proceeding against the County.
  - b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of the (a) final payment under or termination of this Agreement, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance with this Agreement, regardless of whether the Contractor is using Contractor Agent(s) to perform some or all of the work contemplated by this Agreement, and regardless of whether the County approved the use of such Contractor Agent(s).
16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with the Laws of New York State, without regard to the conflict of laws provisions thereof.
17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a national recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to the courier service, as applicable, and (d) (i) if to the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.
18. All Legal Provisions Deemed Included; Severability; Supremacy.

- a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provisions shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
  - b. In the event any Agreement provision shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
  - d. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.
21. Prohibited Hirings. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.
22. Executory Clause. Notwithstanding any other provision of this Agreement:
- a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - b. Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the New York State and/or Federal governments, then beyond funds available to the County from the New York State and/or Federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Title: Chief Deputy County Executive

☐ Title: Deputy County Executive

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

**PLEASE EXECUTE IN BLUE INK**



)ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above \_\_\_\_\_; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

)ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## APPENDIX A

CONTRACTING AGENCY: Town of Oyster Bay

AUTHORIZED AGENCY PERSON: Iris Williams

ADDRESS: 977 Hicksville Road, Massapequa, New York, 11758

TERM OF CONTRACT: 01/01/17-12/31/17

CONTRACT AMOUNT: \$65,000

The Town of Oyster Bay will be providing youth recreation and development services in association with the Village of Bayville and Town of Oyster Bay youth service providers.



Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans,  
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

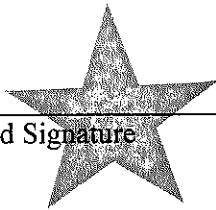
Town of Oyster Bay  
Organization

New York  
State

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Office that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

\_\_\_\_\_  
Dated

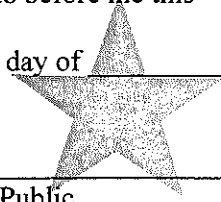
\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public



**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Office Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto

shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Office Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally

solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

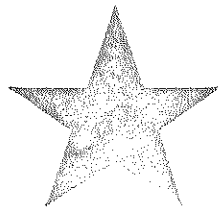
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring the Office head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

## **Exhibit A**





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

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2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

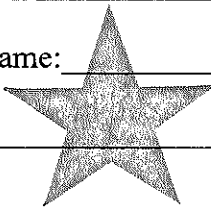
Vendor: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

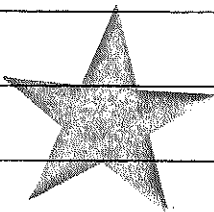
☐ Ltd. Liability Co ☐ Closely Held Corp \_\_\_\_\_ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

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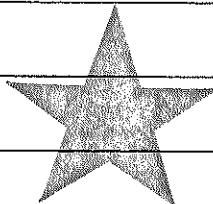
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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):



(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

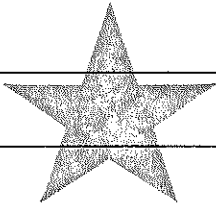
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: Signed:

Print Name:

Title:



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Meeting of October 3, 2017

Resolution No. 617-2017

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated September 14, 2017, requested Town of Oyster Bay Town Board approval to employ the services of the judge identified below for the "Independent Art Society Open Show", for the date, location and fee below noted:

Mr. Bart DeCeglie  
81 Holland Avenue  
Floral Park, NY 11001  
"Independent Art Society Open Show" for the Town of Oyster Bay Awards  
Plainview-Old Bethpage Library  
Thursday, October 5, 2017, at 10:00AM  
Fee: \$100.00

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the request hereinabove set forth for the "Independent Art Society Open Show" judge, the location and fee as above noted; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. 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
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent

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

Reviewed By  
Office of Town Attorney

5

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

September 14, 2017

TO: Memorandum Docket

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

SUBJECT: Adjudicate Independent Art Society Open Show

---

The Department of Community and Youth Services requests Town Board authorization to employ the services of the judge identified below to adjudicate for the "Independent Art Society Open Show" for the "Town of Oyster Bay Awards":


Mr. Bart DeCeglie  
81 Holland Avenue  
Floral Park, NY 11001  
Phone: 516-328-0412  
Cell: [REDACTED]

The event is scheduled to be held on date and location noted below:

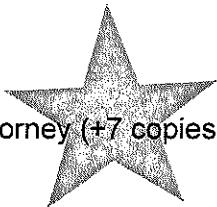
Plainview-Old Bethpage Library  
Thursday, October 5, 2017  
10:00 AM  
Fee: \$100.00

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, this adjudication is exempt from solicitation, written proposal or requirements 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:sab  
Attachment  
cc: Town Attorney (+7 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 Bart DeCeglie, 81 Holland Avenue, Floral Park, New York 11001 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Service: Adjudicate the Independent Art Society Open Show

Date: October 5, 2017

Time: 10:00 a.m.

Location: Plainview-Old Bethpage Library

Amount: \$100.00

In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of One hundred dollars only. 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:

BART DeCEGLIE

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

TOWN OF OYSTER BAY

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

Reviewed By  
Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated September 14, 2017, requested Town of Oyster Bay Town Board approval to employ the services of the judge identified below for the "2018 Town of Oyster Bay Rotational Art Exhibit Preview", for the date, location and fee below noted:

Mr. Charles Van Horn  
317 Frost Pond Road  
Glen Head, NY 11545  
2018 Town of Oyster Bay Rotational Art Exhibit Preview  
Syosset-Woodbury Community Center  
Thursday, November 2, 2017, from 6:00PM to 9:00PM  
Fee: \$100.00

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the request hereinabove set forth for the "2018 Town of Oyster Bay Rotational Art Exhibit Preview" judge, the location and fee as above noted; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. 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
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent

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

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# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

September 14, 2017


TO: Memorandum Docket

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

SUBJECT: Adjudication of "2018 Town of Oyster Bay Rotational Art Exhibit Preview"

---

The Department of Community and Youth Services requests Town Board authorization to employ the services of the judge identified below to adjudicate for the 2018 Town of Oyster Bay Rotational Art Exhibit Preview.


Mr. Charles Van Horn  
317 Frost Pond Road  
Glen Head, NY 11545  


The Rotational Art Exhibit Preview and adjudication are scheduled to be held on date, time and location noted below:

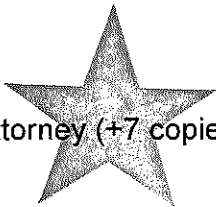
Thursday, November 2, 2017  
6:00 PM – 9:00 PM  
Syosset-Woodbury Community Center

The fee is \$100.00. 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. This adjudication is exempt from solicitation, written proposal or requirements 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:sab  
Attachment  
cc: Town Attorney (+7 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 Charles Van Horn, 317 Frost Pond Road, Glen Head, New York 11545 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Service: Adjudicate the Town of Oyster Bay Rotational Art Exhibit Preview  
Date: November 2, 2017  
Time: 6:00 p.m. – 9:00 p.m.  
Location: Syosset Woodbury Community Center  
Amount: \$100.00

In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of One hundred dollars only. 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.

CHARLES VAN HORN

—————→  
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 September 14, 2017, requested the Town of Oyster Bay Town Board authorization to employ performers and a caterer to provide entertainment and food for GAP Program participants at a total cost of \$1,105.00, at the requested locations and dates, as indicated on the attached sheet, and Commissioner Fitzgerald has further requested Town Board authorization for the Town to enter into an agreement as negotiated and attached and further authorize the Supervisor and/or his designee to execute said agreement,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are 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 indicated on the attached sheet, at a total cost of \$1,105.00, for the purposes of providing entertainment and food to GAP Program participants; and be it further

RESOLVED, that the Town is hereby authorized to enter into an agreement as negotiated and attached and the Supervisor and/or his designee is authorized to execute said agreement; 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
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent

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

Reviewed By  
Office of Town Attorney

7

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

September 14, 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 \$1,105.00. 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 (+7 copies)



Name / Check Made Payable To	Address	Performance Date	Performance Location	Fee
The Magic of Amore	PO Box 644 Stony Brook, NY 11790	Friday, 10/13/17	Syosset-Woodbury Community Center	\$350.00
A Floating Affair	166-20 Pidgeon Meadow Road Flushing, NY 11358	Friday, 11/3/17	Marjorie R. Post Community Center	\$300.00
Quilla's Catering, Inc.	39 Alabama Avenue Hempstead, NY 11550	Friday, 11/3/17	Marjorie R. Post Community Center	\$105.00
Jester Jim Inc.	56 Candido Avenue Shirley, N.Y. 11967	Friday, 12/1/17	Marjorie R. Post Community Center	\$350.00

**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:                   October 13, 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

Meeting of October 3, 2017

Resolution No. 620-2017

WHEREAS, Resolution No. 559-2017, adopted on September 12, 2017, authorized the Department of Community and Youth Services to present the Family Fall & Halloween Festival, on October 21, 2017, at Marjorie R. Post Community Park, Unqua Road, Massapequa, New York from 1:00 p.m. to 4:00 p.m.; and

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community & Youth Services, by memorandum dated September 14, 2017, has requested that the Town Board of the Town of Oyster Bay amend Resolution No. 599-2017, to reflect the use of live entertainment and food truck vendors, and has further requested that the Comptroller be authorized to issue payment to Ye Pyrate Brotherhood, P.O. Box 1025, Manorville, New York 11946 in the amount of \$350.00 for the live entertainment,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are granted and approved, and the Town Board hereby amends Resolution No. 599-2017, to reflect the use of live entertainment and food truck vendors, and that the Comptroller is hereby authorized to make payment to Ye Pyrate Brotherhood, in the entertainment upon presentation of a duly certified claim, after audit.

-#-

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

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

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

7/11/17  
Reviewed By  
Office of Town Attorney  
[Signature]

8

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

September 14, 2017

TO: Memorandum Docket

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


SUBJECT: Amend Town Board Resolution No. 559-2017

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Town Board Resolution No. 559-2017, dated September 12, 2017, authorized the Department of Community & Youth Services to host a Family Fall & Halloween Festival on Saturday, October 21, 2017 at Marjorie R. Post Community Park. The Department is requesting authorization to amend said Town Board Resolutions so as to include live entertainment and food truck vendors.

The entertainment, a traveling troupe of pirates, will entertain children as they "walkabout" taking pictures and handing out "pirate booty". There will be a minimum of four pirates in costume for a cost of \$350.00 for the entire 3-hour event. The check for these services should be made payable to Ye Pyrate Brotherhood, P. O. Box 1025, Manorville, NY 11949. A copy of the contract is attached.

Therefore it is respectfully requested that the Town Board amend Town Board Resolution No. 559-2017, to authorize the Office of the Comptroller to issue a payment for the contract with Ye Pyrate Brotherhood. All other terms and conditions of Town Board Resolution No. 559-2017, remain the same.

  
Maureen A. Fitzgerald  
Commissioner

MAF:W  
cc: Town Attorney (+7 copies)  
Attachment



**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 Ye Pyrate Brotherhood, PO Box 1025, Manorville, NY11949 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Contractor: Ye Pyrate Brotherhood

Date: October 21, 2017

Time: 1:00 p.m. – 4:00 p.m.

Duration: 3 hours

Location: Marjorie R. Post Community Park  
451 Merrick Road (corner of Unqua Road)  
Massapequa, NY 11758

Amount: \$350.00

Services: Minimum of 4 costumed Pirates will "walkabout" the festival, take pictures with children and hand out "pirate booty"

In consideration of these services, the TOWN agrees to pay CONTRACTOR an amount not to exceed Three hundred fifty dollars and 00/100. 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 CONTRACTOR'S invoice and the claim form provided by TOWN.

**YE PYRATE BROTHERHOOD**

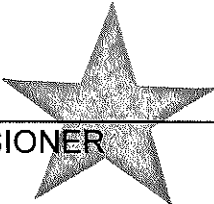
**TOWN OF OYSTER BAY**

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
COMMISSIONER

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

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



WHEREAS, by Resolution 103-2015, adopted on February 24, 2015, the Town Board established a fee schedule for activities at the Town of Oyster Bay Skating Center at Bethpage; and

WHEREAS, by letter dated June 2017, Bryan D. Blomquist, President of Long Island Sled Hockey, Inc., an organization comprised of physically and/or mentally disabled athletes, who participate and compete in sled hockey activities, requested that the Town of Oyster Bay donate ice time at the Town Skating Center to allow these athletes, who include four Wounded Warriors, to be able to continue practicing and competing in this sport; and

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

WHEREAS, Joseph G. Pinto, Commissioner of the Parks Department, by memorandum dated September 13, 2017, has requested that the Town Board waive the Ice Charter Rink Rental fee authorized by Town Board Resolution 103-2015 during the following times, to allow for use by the Long Island Sled Hockey, Inc.:

- 1) Saturdays – 9:30 am to 10:25 am from October 7, 2017 through May 12, 2018, and
- 2) Tuesdays – 5:30 pm to 6:30 pm from October 3, 2017 through May 15, 2018;

Commissioner Pinto advised the Town Board that, as in the past, these dates and times will not impact the operation of the rink and requested Town Board authorization to allow Long Island Sled Hockey, Inc. the use of the skating center on those dates; and

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

Reviewed By  
Office of Town Attorney  
[Signature]

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

- 1) Saturdays – 9:30 am to 10:25 am from October 7, 2017 through May 12, 2018, and
- 2) Tuesdays – 5:30 pm to 6:30 pm from October 3, 2017 through May 15, 2018;

and to waive the Ice Charter Rink Rental fee subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Parks Department, or his duly designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activity; and
3. The said municipality shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said municipality maintains general liability insurance in the amounts of \$1,000,000 with a general aggregate of \$2,000,000, and naming the Town as an additional insured, in connection with the aforescribed activity.

-#-

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

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

cc: Supervisor (2)  
Town Attorney  
Comptroller (2)  
Parks

9

## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMORANDUM

**TO:** MEMORANDUM DOCKET  
**FROM:** JOSEPH G. PINTO, COMMISSIONER OF PARKS  
**DATE:** SEPTEMBER 13, 2017  
**SUBJECT:** Waiver of Fees for Long Island Sled Hockey, Inc.

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Long Island Sled Hockey, Inc., by their attached letter, requests that the Town Board waive the Ice Charter Rink Rental fee authorized by Town Board Resolution 103 – 2015 during the following times:

Saturdays - 9:30 am to 10:25 am from October 7, 2017 through May 12, 2018

Tuesdays - 5:30 pm to 6:30 pm beginning October 3, 2017 through May 15, 2018

As in the past, these dates and times will not impact the operation of the rink.

Town Board authorization is requested.

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

c: Town Attorney (Original + 7 Copies)  
Chris Nocella, Manager, Town of Oyster Bay Ice Skating Center at Bethpage

Enclosures



# Long Island Sled Hockey, Inc.

## FOR THE DIFFERENTLY-ABLED ATHLETE

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

### LETTER OF REQUEST

June 2017

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

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

After another incredible season, the Long Island Sled Hockey RoughRiders saw their tournament history display an amazing 18 championships, 6 Silver Medals and 10 Bronze Medals, all in just 39 tournaments. From a team roster of just 16 athletes in 2003, this program has grown to 51 athletes and within those ranks, four Wounded Warriors, disabled in Afghanistan or Iraq, and four individuals whom the RoughRiders family is extremely proud.

That said, I respectfully submit this Letter of Request. I ask that our ice time for the 2017-2018 season once again be donated by the Town of Oyster Bay. As our Board continues to seek out new venues and tournaments in which our athletes can have the opportunity to compete against their peers, witness new places and make new lasting friendships, we continue to find that these venues do exist, but come at quite a cost. Three travel tournaments this year, in London and Ottawa, Canada, as well as Westfield, Massachusetts, cost our program over \$95,000. With a new 12-game Northeast League starting this October, our season travel expenses will total over \$165,000! We also spend another \$25-30,000 per season in equipment and still maintain a policy whereby our athletes pay nothing for any equipment, uniforms, sleds, airfare, travel, lodging, meals, etc. When we incorporated in 2003 our Board held that tenet at our inception. That will remain in place as long as I head this program.

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

I would like to ask the TOB Board and its Commissioners for the following: Tuesdays from 5:30-6:30 p.m. and Saturdays from 9:30 – 10:25 a.m. This reflects the same time frame and days as this past season. We also request that our season start on October 3<sup>rd</sup>, 2017 and end on Tuesday, May 15<sup>th</sup>, 2018.

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

Respectfully Submitted,

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



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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/07/17

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


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

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: PHONE (A/C, No. Ext): 000-000-0000 FAX (A/C, No): 000-000-0000 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: SCOTTSDALE INSURANCE COMPANY 41297 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	USA HOCKEY INC. AND ITS MEMBER LEAGUES, AND TEAMS 1775 BOB JOHNSON DRIVE COLORADO SPRINGS, CO 80906	

COVERAGES CERTIFICATE NUMBER: 1913201 REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	X COMMERCIAL GENERAL LIABILITY A CLAIMS-MADE X OCCUR Owners & Contractors Y GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:		KRS0007084600	12:01AM 9/01/17	12:01AM 9/01/18	EACH OCCURRENCE 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 2000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 2000000 Part 1gl Liab 2000000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER-STATUS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CLUB: LONG ISLAND HOCKEY, INC. DATE: 10/3/17-5/20/18  
LOCATION: VARIOUS LOCATIONS \*CERTIFICATE HOLDER IS AN  
ADDITIONAL INSURED AS RESPECTS TO THE LIABILITY ARISING FROM THE NAMED INSURED

CERTIFICATE HOLDER	CANCELLATION
TOWN OF OYSTER BAY 977 HICKSVILLE ROAD MASSAPEQUA, NY 11758	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 



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT  
NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KR000009007066600	09/01/17	USA HOCKEY, INC. AND ITS MEMBER LEAGUES.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **Other Insurance** condition of this Coverage Part is replaced by the provision marked below with an "X" in the box:

#### Other Insurance

- ☐ If other valid and collectible insurance with any other insurer including any formal self-insured retention programs is available to you covering a loss also covered by this Coverage Part, other than insurance that is in excess of the insurance afforded by this Coverage Part, the insurance afforded by this Coverage Part shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this insurance subject to the terms, conditions and limitations of other insurance.

- ☒ Coverage afforded under this Coverage Part is primary insurance and Other Insurance shall not apply as respects

AS REQUIRED BY CONTRACT

as additional insureds

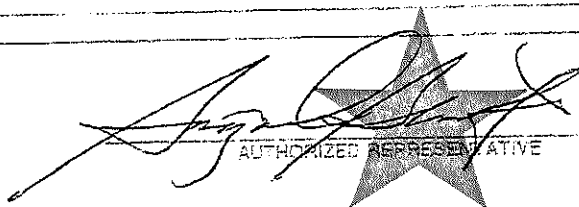
The **Cancellation** condition of this Coverage Part is amended by the addition of the following if an "X" is in the box:

- ☒ Cancellation

The following is added: It is a condition of the Policy by this Endorsement that the Policy will not be cancelled without 60 days' prior written notice to:

AS REQUIRED BY CONTRACT and further,  
that the person(s) named above are not liable for the payment of any premiums or assessments on this Policy.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
AUTHORIZED REPRESENTATIVE

9/11/17  
DATE

SCOTTSDALE INSURANCE COMPANY<sup>®</sup>ENDORSEMENT  
NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KR000000067084600	09/01/17	USA HOCKEY, INC. AND ITS MEMBER LEAGUES.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED OWNERS AND/OR LESSORS OF PREMISES,  
SPONSORS OR CO-PROMOTERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy is amended to include as an additional insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

☒ Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

- This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
- This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;
- This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

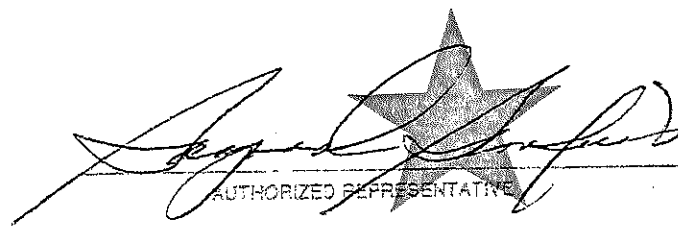
With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

☒ Sponsors

☒ Co-Promoters

☒ Any individual person(s) or organization(s) listed below:

UNITED STATES OLYMPIC COMMITTEE,  
COACHES, OFFICIALS, AND PARTICIPANTS

  
AUTHORIZED REPRESENTATIVE9/11/17  
DATE

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

This Agreement is made this 31<sup>st</sup> day of July 2016, by Lone Island Sled Hockey, Inc.  
(Hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a  
contract to provide certain services and products at various Town locations, as designated in the  
contract between the TOWN and the CONCESSIONAIRE for the contract period  
10/1/2016 through 5/31/2017.

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

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

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

Name of Organization:

Lone Island Sled Hockey, Inc.

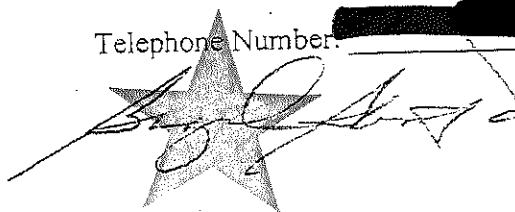
Address of Organization:

33 HARDING AVENUE  
LYNGBROOK, NY 11563

By: Bryan D. Blomquist  
Authorized Representative

Title: PRESIDENT

Telephone Number: [REDACTED]



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUN 16 2008

LONG ISLAND SLED HOCKEY INC  
33 HARDING AVE  
LYNBROOK, NY 11563-2304

Employer Identification Number:  
77-0619541

DLN:

17053152705028

Contact Person:

SHAWNDEA KREBS

ID# 31572

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated April 2004, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

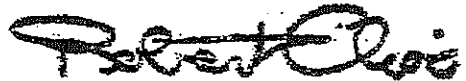
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)