

John Canning by  
Vicki J. J. Depuey  
Commissioner  
ASSIGNED  
COMMISSIONER OF HUMAN RESOURCES

Meeting of May 5, 2020

RESOLUTION P-8-2020

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

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

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

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

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

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

John Canning by  
Vicki Spiller, Deputy  
Commissioner of Human Resources  
APPROVED

Meeting of May 5, 2020

PA -6-2020

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

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

NOW, THEREFORE, BE IT RESOLVED, That the Graded Salary Plan, as adopted by Resolution #PA 3-73, on January 1973, be and hereby is amended to reflect the following effective May 5, 2020:

TO CHANGE THE GRADE OF:	FROM:	TO:
Inspector	18	00
Director of Employee Benefits & Insurances	28	00
Director of Labor Management Relations	29	00
Chief Research Assistant	27	00

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

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

WHEREAS, the Department of Intergovernmental Affairs issued a Request for Proposals ("RFP") on April 7, 2020, seeking quotes for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board's ("LWDB") Professional and General Liability Insurance Policies, in accordance with the Town's procurement policy. The RFP was posted on the Town website and mailed to seven (7) insurance brokers. The only broker to respond to the RFP was Salerno Brokerage Corp. ("Salerno"), which advised the Department of Intergovernmental Affairs that it had provided the RFP to four (4) insurance carriers, three of which either declined to offer coverage or could not offer a competitive quote. Salerno provided a quote from the LWRB's current carrier, General Insurance Company of America, for the renewal of the current policy for the period from May 1, 2020 through May 1, 2021; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 27, 2020, requested Town Board authorization to accept the aforesaid proposal to renew the LWRB's Professional and General Liability Insurance coverage, for the period from May 1, 2020 through May 1, 2021, *nunc pro tunc*, with General Insurance Company of America, through Salerno, in the respective responsive quoted amounts of \$3,583.00 for Professional Liability coverage and \$21,863.00 for General Liability coverage, for a total renewal premium of \$25,446.00; and

WHEREAS, this is a Workforce Investment Act/Workforce Innovation and Opportunity Act expense, and therefore is at no cost to the Town; and

WHEREAS, The Town Attorney's has determined that an adequate attempt was made to obtain proposals in compliance with Guideline 7 of the Town's procurement policy; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and accepted, and the Department of Intergovernmental Affairs is hereby authorized to renew the abovementioned Professional and General Liability Insurance policies, for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board, *nunc pro tunc*, for the period from May 1, 2020 through May 1, 2021, in the respective amounts of \$3,583.00 (Professional Liability) and \$21,863.00, for the total quoted premium of \$25,446.00; and be it further

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

RESOLVED, That funds in the amount of \$20,997.65 are to be drawn from Account No. IGA CD 6293 43000 000 CW19 and \$4,448.35 to be drawn from Account No. IGA CD 6293 43000 000 CW18 for said payments.

-#-

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

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

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

**TO:** MEMORANDUM DOCKET

**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

**DATE:** APRIL 27, 2020

**SUBJECT:** SUPPLEMENTAL MEMORANDUM TO MD 4/21/20, ITEM # 4  
LOCAL WORKFORCE DEVELOPMENT BOARD  
PROFESSIONAL AND GENERAL LIABILITY INSURANCE

---

The Department of Intergovernmental Affairs (IGA) wishes to retain Professional and General Liability Insurance for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board in connection with the administration of a federally funded Workforce Development Program.

On April 7, 2020 the IGA issued a Request for Proposals ("RFP") seeking quotes for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board's Professional & General Liability Insurance Policies, in accordance with the requirements of the Town's procurement policy. Requests were sent to seven (7) insurance brokers, to obtain quotes/proposals from insurance carriers. This RFP was also posted on the Town's website.

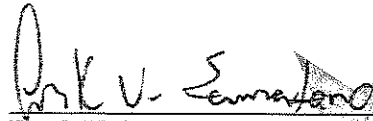
Salerno Brokerage Corporation was the only Insurance Brokerage to submit a quotation in response to this RFP. Salerno Brokerage Corporation advised IGA that it had forwarded the Town's Request for Proposals to four (4) insurance carriers, three (3) of which either declined to offer coverage or could not offer a competitive quote. Salerno Brokerage Corporation further advised that the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board's current insurance carriers, General Insurance Company of America and Ohio Casualty Insurance, provided renewal options in its quotation for the requested coverage at the following rates:

General Insurance Company of America	\$ 21,863.00 (General Liability)
Ohio Casualty Insurance	\$ 3,583.00 (Professional Liability)



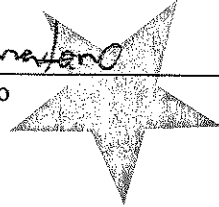
The Office of the Town Attorney has determined that an adequate attempt was made to obtain proposals in compliance with Guideline 7 of the Town's procurement policy.

The renewal quotations received were reviewed and evaluated by IGA. Based on compliance with Guidelines 6 and 9 of the Town's procurement policy, it is recommended that General Insurance Company of America, through Salerno Brokerage Corporation, be selected, at the renewal premium of \$21,863.00 (General Liability) and Ohio Casualty Insurance, through Salerno Brokerage Corporation be selected at the renewal premium of \$3,583.00 (Professional Liability), nunc pro tunc for the period of May 1, 2020 to May 1, 2021, with \$20,997.65 funds to be drawn from Account No. IGA CD 6293 43000 000 CW19 and \$4,448.35 to be drawn from IGA CD 6293 43000 000 CW18



Frank V. Sammartano  
Commissioner

By Colin Bell



cc: Town Attorney w/9 copies

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

**MEMO SENT BY EMAIL; ORIGINAL SENT BY INTER-OFFICE MAIL.**

TO: FRANK SAMMARTANO, Commissioner  
Department of Intergovernmental Affairs

THROUGH: COLIN BELL, Deputy Commissioner

FROM: OFFICE OF THE TOWN ATTORNEY

DATE: April 27, 2020

SUBJECT: Procurement of Professional/General Liability Insurance for the  
Local Workforce Development Board

---

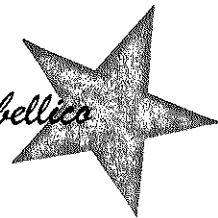
We are in receipt of a Memorandum from Colin Bell, Deputy Commissioner, requesting an opinion from the Office of the Town Attorney that the Department of Intergovernmental Affairs has complied with the Town's procurement policy in its efforts to obtain proposal for the procurement of Professional/General Liability Insurance for the Local Workforce Development Board despite having received only one proposal.

Based on the representation of Deputy Commissioner Bell that the request for proposals or quotations was sent to seven known service providers and was listed on the Town's website, it is the opinion of this Office, in accordance with Guideline 7 of the Town's procurement policy, that the Department of Intergovernmental Affairs has complied with the provisions of the procurement policy and has made an adequate attempt to obtain proposals.

Very truly yours,

*Thomas M. Sabellico*

Thomas M. Sabellico  
Special Counsel



cc: Gregory W. Carman, Jr., Deputy Supervisor  
Brian Noone, Inspector General  
Frank M. Scalera, Chief Deputy Town Attorney

DATE	REVISED QUOTATION		NIF NUMBER
04/15/20	VALID FOR 30 DAYS OR EXPIRATION OF POLICY		UA0668-1
NAME & MAILING ADDRESS OF APPLICANT		NIF Group, Inc.	
OYSTER BAY-NORTH HEMPSTEAD-		30 Park Avenue	
GLEN COVE WORKFORCE DEVELOP BD		Manhasset, NY 11030	
977 HICKSVILLE ROAD		(516) 365-7440	
MASSAPEQUA, NY 11758		UNDERWRITER: ELIZABETH WERNER	
BROKER		EXPIRING INSURANCE COMPANY	
SALERNO BRK CORP/TOWNS & VILL		AMERICAN STATES INS CO [SS]	
RISK MGMT /HEALTH &		EXPIRING POLICY NUMBER	
117 OAK DRIVE		24CC312041-60	
SYOSSET, NY 11791-4625		EXPIRATION DATE	
maiello@salernoins.com		05/01/20	
		RENEWAL INSURANCE COMPANY	
		OHIO CASUALTY INS [*SS*]	
		CODE	
		7X	

SOCIAL SERVICES PROGRAM

COMMERCIAL GENERAL LIABILITY  
SIMPLIFIED OCCURRENCE FORM

GENERAL AGGREGATE	\$2,000,000	EACH OCCURRENCE LIMIT	\$1,000,000
PRODUCTS/COMPLETED OPS AGG.	\$2,000,000	FIRE DAMAGE LIMIT	\$1,000,000
PERSONAL & ADV INJURY	\$1,000,000	MEDICAL EXPENSE LIMIT	\$20,000

SEE THE LIBERTY MUTUAL COMMERCIAL INSURANCE PROPOSAL FOR COVERAGE.  
LIMITS, DEDUCTIBLES AND FORMS APPLICABLE

PROFESSIONAL LIABILITY COVERAGE IS BEING QUOTED ON A SEPARATE POLICY.  
GL AND PROFESSIONAL MUST BOTH BE WRITTEN IN ORDER TO BIND.

EXCLUSIONS  
SEE LIBERTY MUTUAL PROPOSAL

ADDITIONAL ENDORSEMENTS & CONDITIONS  
SEE LIBERTY MUTUAL PROPOSAL

ITEMS REQUESTED  
1) SIGNED & DATED APPLICATION

ADDITIONAL COMMENTS

"SEE THE LIBERTY MUTUAL PROPOSAL ATTACHED"  
"POLICYHOLDER AGREES TO ACCEPT AN ELECTRONIC POLICY AND OTHER RELATED  
DOCUMENTS ISSUED BY LIBERTY. POLICYHOLDER MAY REQUEST A WRITTEN POLICY."

We are accepting the quote and would like the premiums to be billed as:  
Please check one option:  
☐ Direct Bill to the Insured      ☐ Agency Billed

PREMIUM	\$21,863.00	DEPOSIT REQ	\$7,288.00
		BROKER COMM	15.000 %

2

### QUOTATION

UA0668-1

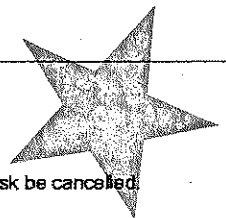
OYSTER BAY-NORTH HEMPSTEAD-

## ORDER CONFIRMATION

Please bind/renew the captioned contract for our office as indicated above. We guarantee to pay any earned premium should this risk be cancelled.

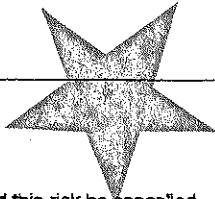
Deposit premium of \$ \_\_\_\_\_ is enclosed.

Date: \_\_\_\_\_ Broker: \_\_\_\_\_





DATE	QUOTATION		NIF NUMBER
04/07/20	VALID FOR 30 DAYS OR EXPIRATION OF POLICY		UA0673-1
NAME & MAILING ADDRESS OF APPLICANT		NIF Group, Inc. 30 Park Avenue Manhasset, NY 11030 (516) 365-7440	
OYSTER BAY - NORTH HEMPSTEAD - GLEN COVE WORKFORCE DEVELOP BD 977 HICKSVILLE ROAD MASSAPEQUA, NY 11758		UNDERWRITER: ELIZABETH WERNER	
BROKER		EXPIRING INSURANCE COMPANY	
SALERNO BRK CORP/TOWNS & VILL RISK MGMT /HEALTH & 117 OAK DRIVE SYOSSET, NY 11791-4625  majello@salernoins.com		GENERAL INS CO OF AMERICA [SS]	
		EXPIRING POLICY NUMBER	
		LP7768822T	
		EXPIRATION DATE	
		05/01/20	
		RENEWAL INSURANCE COMPANY	
		GENERAL INS CO OF AMERICA [SS]	
		CODE	
		8G	
SOCIAL SERVICES PROGRAM			
COVERAGES			
PROFESSIONAL LIABILITY POLICY			
LIMITS			
\$1,000,000 EACH PROFESSIONAL INCIDENT			
\$2,000,000 AGGREGATE			
TERMS AND CONDITIONS			
EXCLUSIONS: POLLUTION, MEDICAL DOCTORS, SEXUAL MISCONDUCT LIABILITY			
SM6161 NY INSURPLUS PRO ENDORSEMENT WILL ATTACH (AS EXPIRING)			
ITEMS REQUESTED			
1) SIGNED & DATED APPLICATION			
ADDITIONAL COMMENTS			
PROFESSIONAL LIABILITY QUOTE MUST BE ACCEPTED ALONG WITH THE GENERAL LIABILITY THROUGH LIBERTY/SAFECO IN ORDER TO BIND.			
NAMED INSURED:			
OYSTER BAY - NORTH HEMPSTEAD - GLEN COVE WORKFORCE DEVELOPMENT BOARD			
"POLICYHOLDER AGREES TO ACCEPT AN ELECTRONIC POLICY AND OTHER RELATED DOCUMENTS ISSUED BY LIBERTY; POLICYHOLDER MAY REQUEST A WRITTEN POLICY."			
We are accepting the quote and would like the premiums to be billed as: Please check one option:			
<input type="checkbox"/> Direct Bill to the Insured <input type="checkbox"/> Agency Billed			
PREMIUM		\$3,583.00	DEPOSIT REQ \$1,194.00
			BROKER COMM 15.000 %
ORDER CONFIRMATION			
Please bind/renew the captioned contract for our office as indicated above. We guarantee to pay any earned premium should this risk be cancelled.			
Deposit premium of \$_____ is enclosed.			
Date: _____ Broker: _____			



# Commercial Insurance Proposal

---

Prepared for:

Account Number: 61056562

**OYSTER BAY-NORTH HEMPSTEAD-GLEN**

Presented by:

**NIF GROUP INC**

**Date of Proposal:**

04/07/2020

**Policy Period:**

Effective Date: 05/01/2020

Expiration Date: 05/01/2021

**Quote Numbers Included**

**Multiline Account:**

61056562

**General Liability - Occurrence:**

61056562BLO1Q1

**Underwriting Company:**

The Ohio Casualty Insurance Company

**Employee Benefits:**

61056562BIO1Q1

**Underwriting Company:**

The Ohio Casualty Insurance Company



This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

<sup>1</sup> Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its affiliates. Policies may be written in the following stock insurance company subsidiaries: The Ohio Casualty Insurance Company, Ohio Security Insurance Company, American Fire & Casualty Company, and West American Insurance Company. Not all coverages or policies may be available in all states.

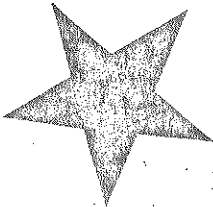
**PAYMENT PLAN OPTIONS:**

Liberty Mutual Insurance offers a broad range of Direct Bill payment plans to meet your needs and help you save time and money when paying your premiums. You can **save up to \$110 per year** in service fees when you choose **electronic funds transfer (EFT) automatic withdrawals**. By choosing an EFT pay plan, you'll never have service fees and eliminate the chance for late fees since your installments will always be paid on time. You can easily enroll at any time for all of your Liberty Mutual policies. Simply log on to your account at [mybusinessonline.libertymutual.com](http://mybusinessonline.libertymutual.com).

EFT Pay Plans	Payments
Annual	100% down
Monthly	12 equal monthly installments

Non-EFT Pay Plans	Payments
Annual	100% down, no service fee
Quarterly	25% down, 3 equal installments at 90-day intervals
Monthly	2 months down, 10 equal monthly installments
Monthly	1 month down, 9 equal monthly installments
Monthly for TX auto policies only	12 equal monthly installments

Service fees apply and vary by state for quarterly and monthly non-EFT pay plans.



## Commercial Insurance Proposal: Premium Recap

### Multiline Account

Total General Liability - Occurrence Premium	\$21,763.00
Total Employee Benefits Premium	\$100.00
<b>Total Proposal Premium</b>	<b>\$21,863.00</b>

### General Liability Coverage

General Liability Premium	\$21,548.00
Certified Acts of Terrorism Coverage <sup>2</sup>	\$215.00
<b>Total General Liability - Occurrence Premium</b>	<b>\$21,763.00</b>

### Employee Benefits Coverage

Employee Benefits Premium	\$97.00
Balance To Meet Minimum Premium(s)	\$2.00
<b>Total Employee Benefits Premium</b>	<b>\$100.00</b>

Account acceptability and final pricing are subject to underwriting review and approval.

### IMPORTANT NOTICE REGARDING THE EXPIRATION OF THE TERRORISM RISK INSURANCE ACT AND THE REDUCTION IN COVERAGE FOR TERRORISM LOSSES

#### PLEASE READ THIS NOTICE CAREFULLY

This is to notify you of a reduction in coverage for terrorism losses under your insurance policy when the Terrorism Risk Insurance Act ("TRIA") expires, which is scheduled to occur on December 31, 2020. This notice does not apply to Workers Compensation insurance.

TRIA, as amended, is a temporary program that spreads losses from government "certified" acts of terrorism between insurers and the federal government. In summary, TRIA requires insurers to make coverage for "certified acts of terrorism" available, and to pay losses from "certified acts of terrorism" up to a deductible amount. If an individual insurer's losses exceed this amount, the government will reimburse the insurer a certain percentage (81% in 2019 and 80% in 2020) of losses paid in excess of the deductible.

Policyholders have the option to accept or reject this coverage.

TRIA will expire on December 31, 2020, unless Congress and the President act to extend it. Otherwise, after 2020, the federal government will no longer "certify" acts of terrorism or reimburse losses caused by "certified acts of terrorism."

**If you purchase coverage** for "certified acts of terrorism," and TRIA expires on or after December 31, 2020, **your insurance coverage will be reduced.** After the date TRIA expires, where permitted by state law\*, your policy will exclude coverage for losses from acts of terrorism that directly or indirectly involve nuclear or radioactive agents or materials, or pathogenic or poisonous biological or chemical agents or materials ("NBCR"). However, your policy will continue to provide coverage for other acts of terrorism (acts of terrorism not involving NBCR), subject to all policy terms and conditions.

**If you elect not to purchase coverage** for "certified acts of terrorism," and TRIA expires on or after December 31, 2020, losses caused by terrorist acts will continue to be excluded from your policy, where and as permitted by state law\*. While this exclusion applies to all NBCR terrorism events, it does not apply

NIF GROUP INC

Liberty Mutual Insurance

to other acts of terrorism until the size of the event exceeds the following thresholds:

- For property policies and related TRIA first party coverages, total event wide insured damages (including business income) exceed \$25,000,000;
- For liability policies and related TRIA casualty coverages, the event involves:
  - o Serious injury to 50 or more people; or
  - o Total event wide insured property damage (including business income) in excess of \$25,000,000

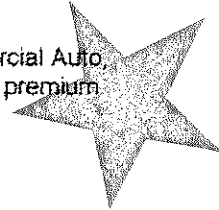
Please see the policy for full details and other applicable policy terms and conditions.

\* Some states, including New York and Florida, may not approve or allow the use of certain exclusions related to acts of terrorism. Therefore, exclusions for losses caused by acts of terrorism may not apply in all states.

**<sup>2</sup>NP 72 42 Terrorism Insurance Premium Disclosure and Opportunity to Reject:**

This quote includes coverage for Certified Acts of Terrorism (as defined in the Terrorism Risk Insurance Act ("TRIA")) for the lines of business referenced above with a premium charge. You may elect to reject this coverage for any Commercial Property, General Liability, Inland Marine, Commercial Protector (BOP), or Umbrella for losses resulting from a "certified act of terrorism" according to the instructions included within this document. Should you elect to reject this coverage, we will process an endorsement to your policy upon receipt of the signed rejection form. Note this disclosure notice and rejection option does not apply to Workers Compensation, Crime, Professional Liability or Commercial auto coverage, if included in this quote. Please refer to the enclosed notice for additional information regarding this act, its effect regarding your policy coverage, and its impact on your premium.

**Additional Note:** The Certified Acts of Terrorism Coverage does not apply for any Commercial Auto, burglary and theft (i.e. Commercial Crime), or professional liability coverages quoted and a premium charge has not been included for these lines of business.



Commercial General Liability Proposal

POLICY LEVEL COVERAGES

Coverage Provided	Limit of Insurance
Each Occurrence Limit	\$1,000,000 Per Occurrence
General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal And Advertising Injury Limit	\$1,000,000 Any One Person or Organization
Damages To Premises Rented To You Limit	\$1,000,000 (Any One Fire or Explosion)
Medical Expense Limit	\$15,000 Any One Person

LOCATION EXPOSURES

Location:	Class Description:	Subject to General Aggregate	Exposure:
977 Hicksville Rd # HALL, South Massapequa, NY, 11758	61227 - Buildings Or Premises - Office NOC - Not For Profit	+	6,000

A plus sign shown in the "SUBJECT TO GENERAL AGGREGATE" column means that coverage for Products and/or Completed Operations is included in the Premises/Operations coverage at no additional premium charge.

OPTIONAL LIABILITY COVERAGES

Coverage Description	Limit of Insurance
Sexual Misconduct Liability	\$Occurrence
• Each Sexual Misconduct Or Physical Abuse Act Limit/Sexual Misconduct Or Physical Abuse Act Aggregate Limit	\$1,000,000/\$2,000,000
• Deductible	\$0
FLAT CHARGE	Included

GENERAL LIABILITY COVERAGE FORM INCLUDES:

Coverage Extension Supplemental Payments	Limit Of Insurance
Bail Bonds	\$250
Loss Of Earnings	\$250 per day

COMMERCIAL GENERAL LIABILITY EXTENSION

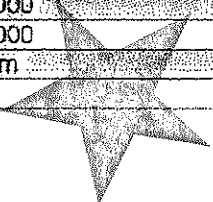
Coverage Description	Revised Limits of Insurance
Non-Owned Aircraft	Included
Non-Owned Watercraft	Included
Property Damage Liability - Elevators	Included
Extended Damage to Property Rented To You (Tenant's Property Damage)	Included
Medical Payments Extension	Included Within 3 Years Of The Date Of The Accident

NIF GROUP INC

Liberty Mutual Insurance

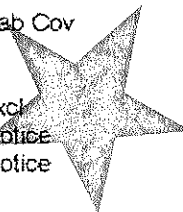
Coverage Description	Revised Limits of Insurance
Extension Of Supplementary Payments - Coverages A and B	Included
Cost Of Bail Bonds	\$3,000
Loss Of Earnings Due To Time Off Work While Assisting In The Investigation Of a Claim Or Suit	\$500 a day
Additional Insureds - By Contract, Agreement Or Permit	Included
Primary and Non-Contributory - Additional Insured Extension	Included
Additional Insureds - Extended Protection of Your "Limits of Insurance"	Included
Who Is An Insured - Incidental Medical Errors/Malpractice and Who Is An Insured - Fellow Employee Extension - Management Employees	Included
Newly Formed or Additionally Acquired Entities	Included
Failure To Disclose Hazards and Prior Occurrences	Included
Knowledge Of Occurrence, Offense, Claim Or Suit	Included
Liberalization Clause	Included
Bodily Injury Redefined	Included
Extended Property Damage	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us - When Required In a Contract Or Agreement With You	Included

Employee Benefits Coverage	Limit of Insurance
Each Employee	\$1,000,000
Aggregate Limit	\$2,000,000
Deductible Basis	Per Claim
Deductible Amount	\$1,000



**This Quote is based on the following forms, which apply at the time of quote and may differ on policy issuance:**

CG00010413 - Commercial GL Coverage Form - Occurrence  
 CG01041204 - NY Changes Premium Audit  
 CG01041204 - NY Changes Premium Audit  
 CG01630711 - NY Changes - Commercial General Liability Coverage  
 CG21060514 - Excl Disclosure Confid Personal Info Lmt BI Except  
 CG21160413 - Excl-Designated Professional Services  
 CG21460798 - Abuse or Molestation Exclusion  
 CG21471207 - Employment Related Practices Excl  
 CG21550999 - Total Pollution Exclusion With a Hostile Fire Exce  
 CG21700115 - Cap on Losses from Certified Acts of Terrorism  
 CG22921207 - Snow Plow Operations Cov  
 CG24260413 - Amend of Insd Contract Definition  
 CG26211091 - NY Change Transfer Duties When Limit Ins Used Up  
 CG70020101 - General Endorsement  
 CG80081009 - Employee Benefits Liability Cov Form  
 CG84210412 - New York Changes - Legal Action Against Us  
 CG84231099 - NY Changes - Transfer Duties Ins Limit Used-Claims  
 CG84410412 - NY Changes - Employee Benefits Liability  
 CG84451099 - NY Changes-Limits of Ins-Employee Benef. Liab  
 CG84670400 - New York Changes - Definitions  
 CG85150903 - Exclusion - Professional Services  
 CG88100413 - Commercial GL Liab Extension  
 CG88601208 - Each Location General Aggregate Limit  
 CG88771208 - Medical Expense At Your Request Endorsement  
 CG88861208 - Exclusion - Asbestos Liability  
 CG92090116 - NY Sexual Misconduct Or Phys Abuse Act Lia Covg  
 CG92480116 - Sexual Misconduct or Abuse Exclusion  
 CG92790919 - NY OGL Enhancement For Nonprofit And Social Svcs  
 CNI90110718 - Reporting A Commercial Claim 24 Hours A Day  
 CNI90110718 - Reporting A Commercial Claim 24 Hours A Day  
 IL00171198 - Common Policy Conditions  
 IL00171198 - Common Policy Conditions  
 IL00230702 - Nuclear Energy Liability Exclusion End Broad Form  
 IL00230702 - Nuclear Energy Liability Exclusion End Broad Form  
 IL02680114 - New York Changes -Cancellation and Nonrenewal  
 IL88360115 - Cap On Losses From Certified Acts Of Terrorism  
 LC88031014 - NY Changes-Punitive Or Exemplary Damages Exclusion  
 LC88031014 - NY Changes-Punitive Or Exemplary Damages Exclusion  
 NP10280916 - NP - Concerning Sexual Misconduct Liability Cov  
 NP72420115 - NP-Terrorism Ins Prem Disclosure and Opp to Reject  
 NP72420115 - NP-Terrorism Ins Prem Disclosure and Opp to Reject  
 NP74440906 - NP - Treasury Dept OFAC Notice to Policyholders  
 NP74440906 - NP - Treasury Dept OFAC Notice to Policyholders  
 NP74500107 - NP - Audit Information  
 NP90940412 - NP - Concerning Claims Made Emp Benefits Liab Cov  
 NP94520315 - NP - GL Multistate Forms Revision Advisory  
 NP94650413 - NP - ISO 04-13 GL Multistate Forms Revision  
 NP96001014 - NP - GL Access Discl Of Confid Or Pers Info Excl  
 SNI04010120 - NP - Liberty Mutual Group California Privacy Notice  
 SNI04010120 - NP - Liberty Mutual Group California Privacy Notice





**STATE FRAUD NOTICES**

The following must be provided to the applicant either by use of this proposal, by reproduction in a proposal by the Producer, or by use of a current ACORD application or its equivalent.

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV**

Any person who knowingly (or willfully)<sup>1</sup> presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)<sup>1</sup> presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. <sup>1</sup>Applies in MD Only.

**Applicable in CO**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)<sup>2</sup>. <sup>2</sup>Applies in FL Only.

**Applicable in KS**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)<sup>3</sup>. <sup>3</sup>Applies in NY Only.

**Applicable in ME, TN, VA and WA**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)<sup>4</sup> include imprisonment, fines and denial of insurance benefits. <sup>4</sup>Applies in ME Only.

**Applicable in NJ**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR**

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**TERRORISM INSURANCE PREMIUM DISCLOSURE  
AND OPPORTUNITY TO REJECT**

**This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.**

**THE TERRORISM RISK INSURANCE ACT**

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

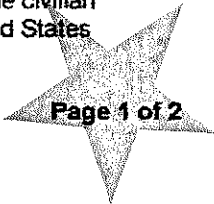
**MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND  
DISCLOSURE OF PREMIUM**

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

- [A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States
  - (i) to be an act of terrorism;
  - (ii) to be a violent act or an act that is dangerous to
    - (I) human life;
    - (II) property; or
    - (III) infrastructure;
  - (iii) to have resulted in damage within the United States, or outside of the United States in the case of
    - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
    - (II) the premises of a United States mission; and
  - (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

NP 72 42 01 15



**REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO**

We have included in your policy coverage for losses from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO THE ADDRESS BELOW:  
**Please ensure any rejection is received within thirty(30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature	Print Name	Date Signed
_____	_____	_____

Named Insured	Policy Number
OYSTER BAY-NORTH HEMPSTEAD-GLEN	BLO(21)61056562

Policy Effective/Expiration Date  
05-01-2020/05-01-2021

**IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO:**

Attn: Commercial Lines Division - Terrorism  
PO Box 66400  
London, KY 40742-6400

**NOTE:** Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

TERRORISM INSURANCE PREMIUM DISCLOSURE  
AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

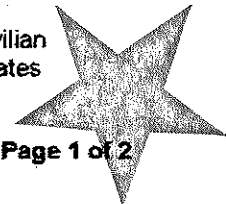
MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND  
DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

- [A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States
  - (i) to be an act of terrorism;
  - (ii) to be a violent act or an act that is dangerous to
    - (I) human life;
    - (II) property; or
    - (III) infrastructure;
  - (iii) to have resulted in damage within the United States, or outside of the United States in the case of
    - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
    - (II) the premises of a United States mission; and
  - (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

NP 72 42 01 15



Page 1 of 2

**REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO**

We have included in your policy coverage for losses from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO THE ADDRESS BELOW:  
**Please ensure any rejection is received within thirty(30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature	Print Name	Date Signed
_____	_____	_____

Named Insured	Policy Number
OYSTER BAY-NORTH HEMPSTEAD-GLEN	BIO(21)61056562

Policy Effective/Expiration Date  
05-01-2020/05-01-2021

**IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO:**

Attn: Commercial Lines Division - Terrorism  
PO Box 66400  
London, KY 40742-6400

**NOTE:** Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

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

**TO:** MEMORANDUM DOCKET

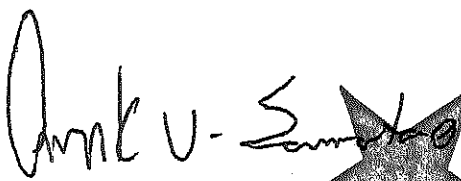
**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

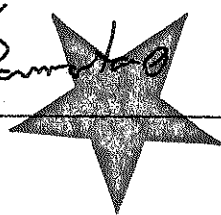
**DATE:** APRIL 20, 2020

**SUBJECT:** LOCAL WORKFORCE DEVELOPMENT BOARD  
PROFESSIONAL AND GENERAL LIABILITY INSURANCE

---

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of May 5, 2020. Details will follow by supplemental memorandum.

  
\_\_\_\_\_  
Frank V. Sammartano  
Commissioner  
By Glen Bell



cc: Town Attorney w/9 copies

Meeting of May 5, 2020

Resolution No. 260-2020

WHEREAS, by Resolution No. 292-2019, adopted on May 7, 2019, the Town Board awarded Contract No. PRE19-194, Requirements Contract for Parks Electrical Service throughout the Town of Oyster Bay, to Welsbach Electric Corp. of Long Island, for the period commencing May 7, 2019 through May 6, 2020, with the option of four (4) one (1) year extensions; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 20, 2020, requested Town Board authorization to exercise the first one-year extension of Contract No. PRE19-194, Requirements Contract for Parks Electrical Service throughout the Town of Oyster Bay, with Welsbach Electric Corp. of Long Island, for the period commencing May 7, 2020 through May 6, 2021, at the same prices, conditions and terms provided for in the original contract; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested Town Board authorization to use Five Hundred Thousand (\$500,000.00) Dollars for the use of the subject contract at various locations within the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and Contract No. PRE19-194 with Welsbach Electric Corp. of Long Island is hereby extended, for the period from May 7, 2020 through May 6, 2021, at the same prices, conditions, and terms as provided in the original contract; and be it further

RESOLVED, That the Highway Department is authorized to use Five Hundred Thousand (\$500,000.00) Dollars for the use of the subject contract at various locations within the Town of Oyster Bay.

-#-

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

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

Reviewed By  
Office of Town Attorney  
*[Signature]*

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

APRIL 20, 2020

TO: MEMORANDUM DOCKET

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

SUBJECT: REQUEST EXTENSION OF REQUIREMENTS CONTRACT FOR  
PARKS ELECTRICAL SERVICES THROUGHOUT THE TOWN OF OYSTER BAY  
CONTRACT NO. PRE19-194


---


The Department of Public Works has reviewed the work performed by Welsbach Electrical Corp. of Long Island with respect to the above-mentioned contract under contract number PRE19-194 which was awarded by the Town Board on May 7, 2019, Resolution No. 292-2019.

Attached is a letter dated April 6, 2020 from Welsbach Electrical Corp. of Long Island requesting the contract be extended for 1 year, as per the contract specifications at the same terms, conditions and pricing. This will be the first extension allowable by the contract specifications.

In addition, it is hereby requested the annual amount not to exceed \$500,000.00 be authorized for the use of the above-mentioned contract for various locations throughout the Town of Oyster Bay, as per the contract specifications.

Therefore, the Department of Public Works recommends that Contract No. PRE19-194, Requirements Contract for Parks Electrical Services throughout the Town of Oyster Bay, be extended for 1 year at the same terms, conditions and pricing at an annual amount not to exceed \$500,000.00.

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



  
RWL/JCT/MR/jct

Attachment

cc: Office of the Town Attorney (w/9 copies)  
Steven C. Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Parks Department

PRE19-194 extend electrical requirements 1<sup>st</sup> year

**DRAFT**





**Welsbach**  
Electric of Long Island  
An EMCOR Company

Welsbach Electric Corp. of L.I.  
300 Newtown Road  
Plainview, NY 11803  
516.454.0023 • Fax: 516.454.0282

April 6, 2020

Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, New York 11791-5699

Re: Request for Contract Extension  
PRE 19-194

Gentlemen:

Welsbach Electric Corp., of L.I. is hereby respectfully requesting to renew contract No. PRE 19-194 for the Department of Parks Electrical Requirements Service Contract throughout the Town of Oyster Bay for an additional year beginning May 7, 2020 under the same terms, conditions and pricing as awarded in the original contract.

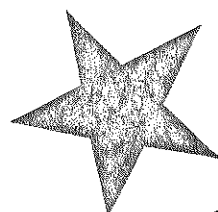
Federal Tax ID# 11-2354251

Thank you for your consideration and we look forward to being of continued service.

Very truly yours,  
Welsbach Electric Corp., L.I.

Harvey Beckwith  
Project Manager

cc: Joseph P. Florio President/CEO



**DRAFT**



WHEREAS, pursuant to public notice, bids were duly solicited and regularly received for Requirements Contract for Parks Electrical Service Throughout the Town of Oyster Bay, in accordance with the specifications contained in Contract No. PRE 19-194, and said bids were publicly opened and read on April 22, 2019; and

WHEREAS, Richard Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 22, 2019 advised that of the two (2) bids that were submitted, the lowest responsive bid submitted was that of Welsbach Electric Corp. of Long Island, 300 Newtown Road, Plainview, New York 11803, in the weighted amount of \$419,925.30 and

WHEREAS, Commissioner Lenz, by said memorandum recommended that the abovementioned bid of Welsbach Electrical Corp. of Long Island be accepted, and that the contract be effective for 365 calendar days from date of the award, with the Town to have the option for four (4) one (1) year extensions; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation hereinabove set forth is accepted and approved, and the Supervisor or his designee is hereby authorized and directed to sign Contract No. PRE 19-194 with Welsbach Electric Corp. of Long Island, in the weighted amount of \$419,925.30 with an estimated budget amount of \$500,000, in accordance with the provisions herein, and be it further

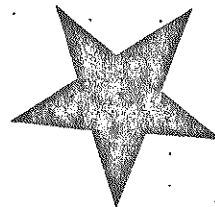
RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller  
General Services  
Public Works  
Parks



**DRAFT**

Reviewed By  
Office of Town Attorney

WHEREAS, pursuant to Town Board Resolution No. 109-2015, adopted on February 24, 2015, the Town approved the consent of sale and transfer of the obligations and performance under Contract No. DPW09-999 from Progressive Waste Solutions of L.I., Inc. to Winters Bros. Waste Systems of Long Island, LLC ("Winter Bros."); and

WHEREAS, pursuant to Town Board Resolution No. 87-2016, adopted on February 23, 2016, the Town authorized the first five year extension option with Winter Bros., with services to be provided through May 31, 2021; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 17, 2020, advised that on March 24, 2020, Winters Bros. transmitted a letter to the Town, wherein Winter Bros. consented to the second extension option, provided that the five year extension option be separated into an initial three (3) year base term with two (2) separate one (1) year extension years; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, indicated that the Department of Public Works, by letter dated April 10, 2020, responded to Winter Bros. correspondence and provided additional conditions, which conditions were consented to by Winters Bros. by letter dated April 16, 2020; and


WHEREAS, Commissioner Lenz, by the aforementioned memorandum, recommended and requested that the Town Board approve an extension of Contract No. DPW09-999 with Winter Bros. including additional provisions as agreed to by Winter Bros., for an initial three-year base term through May 31, 2024, with two (2) one (1) year extensions to be exercised upon mutual consent of the parties,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is accepted and approved, and the Town hereby extends Contract No. DPW09-999 with Winter Bros. Recycling of Long Island, LLC for a three (3) year base term through May 31, 2024, with two (2) one (1) year extension options to be exercised upon mutual consent of the parties.

—#—

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

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

Reviewed By  
Office of Town Attorney  


# TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

APRIL 17, 2020

TO: MEMORANDUM DOCKET

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

SUBJECT: APPROVAL OF THIRD FIVE-YEAR TERM  
TRANSFER, HAUL AND DISPOSAL OF SOLID WASTES FROM THE  
TOWN OF OYSTER BAY SOLID WASTE DISPOSAL DISTRICT  
CONTRACT NO. DPW09-999

Town Board Resolution 109-2015, dated February 24, 2015 authorized consent to the sale and transfer of obligations of Contract No. DPW09-999 from Progressive Waste Solutions of L.I., Inc. to Winters Bros. Waste Systems of Long Island, LLC, and assignment of the performance of the Contract to Winters Bros. Recycling of Long Island, LLC ("Winters"). Subsequently, Town Board Resolution 87-2016 authorized the first of two potential five-year extensions, for services to continue through May 31, 2021.


By mutual agreement between the Town and Winters this contract can be extended for a third five-year term. In accordance with Section I.G.5.2 of the Contract, Winters was required to submit a request to exercise the second extension by May 31, 2020. Winters submitted the attached letter dated March 24, 2020 which consented to the second extension, and also proposes amended terms which separates the five-year term to an initial three-year base term with two separate one-year extension years by mutual agreement. New York State General Municipal Law ("GML") Section 120-w.4.b, for which this Contract was procured and awarded, does allow for the Town and Winters to enter into amended contracts for solid waste management, collection and disposal.

The Department of Public Works, through the attached letter dated April 10, 2020, provided additional conditions in response to the Winters proposal which would supplement the terms of the existing Contract. Winters provided the attached letter, dated April 16, 2020, consenting to these additional terms.

As the Town has commenced with a Request for Proposals ("RFP") for a new solid waste and recyclables management contract, this extension to the existing Contract will provide for uninterrupted service for the Town's solid waste disposal while the Town negotiates with prospective vendors and potentially constructs new solid waste facilities.

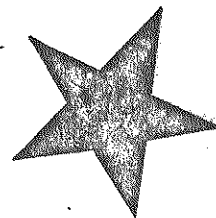
Upon review of the proposed terms of this extension; performance of Winters Bros. Recycling of Long Island, LLC; and review of the financial terms of the third five-year term as detailed in the Rider to the Agreement, this office has determined that it is in the best interest of the Town to accept the final extension of this Contract which allows for a third five-year term through May 31, 2026 consisting of an initial base term through May 31, 2024 with potential extensions through May 31, 2025 and May 31, 2026.

The Department of Public Works therefore recommends and requests that the Town Board approve by resolution, this third five-year term for Contract No. DPW09-999, Transfer, Haul and Disposal of Solid Wastes from the Town of Oyster Bay Solid Waste Disposal District, with an initial three-year base term through May 31, 2024.

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

RWL/JET/MR/mr  
Attachment

cc: Office of the Town Attorney (w/9 copies)  
Steven C. Ballas, Comptroller  
Eric Tuman, Commissioner/General Services  
George Baptista, Deputy Commissioner/Environmental Resources  
Daniel Pearl, Deputy Commissioner/Public Works



DRAFT

DPW09-999 DOCKET THIRD TERM APPROVAL

# WINTERS BROS.

WASTE SYSTEMS

March 24, 2020

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

## Town of Oyster Bay Contract No. DPW 09-999

Dear Commissioner Lenz:

In response to our letter dated February 28, 2020, the Town requested additional information and clarity regarding the extension allowed under the terms and provisions of Contract No. DPW09-999.

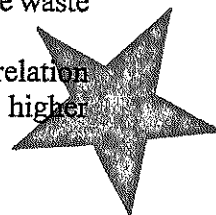
We are pleased to provide you with the additional information as requested.

Under the Contract (Section 5.2, the determination to exercise the second 5-year term (2016 – 2021) was at the Town's sole discretion and both parties must agree to the third 5-year option (2021 – 2026). **Please accept this as formal written notice that Winters Bros. is willing to provide services for the third 5-year term and continue services through May 31, 2026 in accordance with the provisions of the contract.**

If both parties agree to extend, then unnecessary uncertainty is avoided and sound, long-term planning principles are better served. To that end, there are several factors that support the third 5-year term, including:

- a. Landfill disposal rate are rapidly increasing in the Northeast, within average tip fees increasing 15.79% between 2016 and 2018.\*
- b. Winters Bros. can commit to the tip fees assumed in the Contract for years 11-15. To place this in context, the rate the Town would pay in 2026 would be less than the rates that were paid in the mid-1990's.
- c. The Town can move forward with a detailed RFP process to ensure a thoughtful and careful review of the long term solutions for the Town over the next 25 years. The extension of the existing contract allows ample time to plan and implement future changes to the waste management system in Oyster Bay.
- d. Firming up these rates now eliminates risk for the Town in relation to higher landfill disposal costs, higher fuel costs, higher

**DRAFT**



- transportation costs, and higher facility and equipment operating costs.
- e. This in turn avoids volatility and uncertainty for the Town, in terms of budgeting and long term fiscal planning.

\*Source: Environmental Research and Education Foundation, 2018

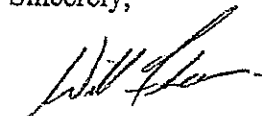
As the Town prepares to publish a Request for Proposals for the management of various waste streams in the Town (electronic waste, e-waste, MSW, recyclables, etc.) we realize that the Town may want additional flexibility. **Therefore, we are willing to agree to the third 5-year term and make the fourth year (June 1, 2024 to May 31, 2025) and the fifth year (June 1, 2025 to May 31, 2026) as mutually agreeable 1-year option periods in which the Town of Oyster Bay (or Winters Bros.) could cancel the fourth or the fifth year of the extension with no penalty.**

As part of our continued commitment to the smooth operation of the transfer station from now until the end of the contract, Winters Bros. is willing to install, at our expense, a Harris HRB baling system that would be used to process inbound waste. The baler would produce wrapped bales of waste that would be transported to Town-approved disposal locations. Specifically, we would install the HRB 1545 baler which is the perfect machine for high volume production. Winters Bros. has extensive experience in the use of baling systems to manage solid waste. We currently use HRB balers at several transfer stations on Long Island including Glen Cove, West Babylon, and Holtsville. The HRB 1545 has a proven record of performance and reliability. Attachment 1 provides specifications and a diagram of an HRB baling system. The use of the baler would be in addition to the loading and transportation of waste using open top transfer trailers (current practice).

Please let us know as soon as possible of your willingness to because we must arrange for contracts with landfills and transporters to ensure the Town's needs are met.

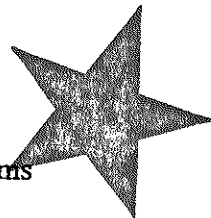
We are honored to serve the Town of Oyster Bay. We pledge that you will continue to receive the quality service, performance and professionalism that you have come to expect from Winters Bros.

Sincerely,



Will Flower  
Vice President  
Winters Bros. Recycling of Long Island, LLC

**DRAFT**

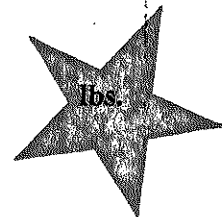


Copy: Joe Winters, Chairman and CEO, Winters Bros. Waste Systems

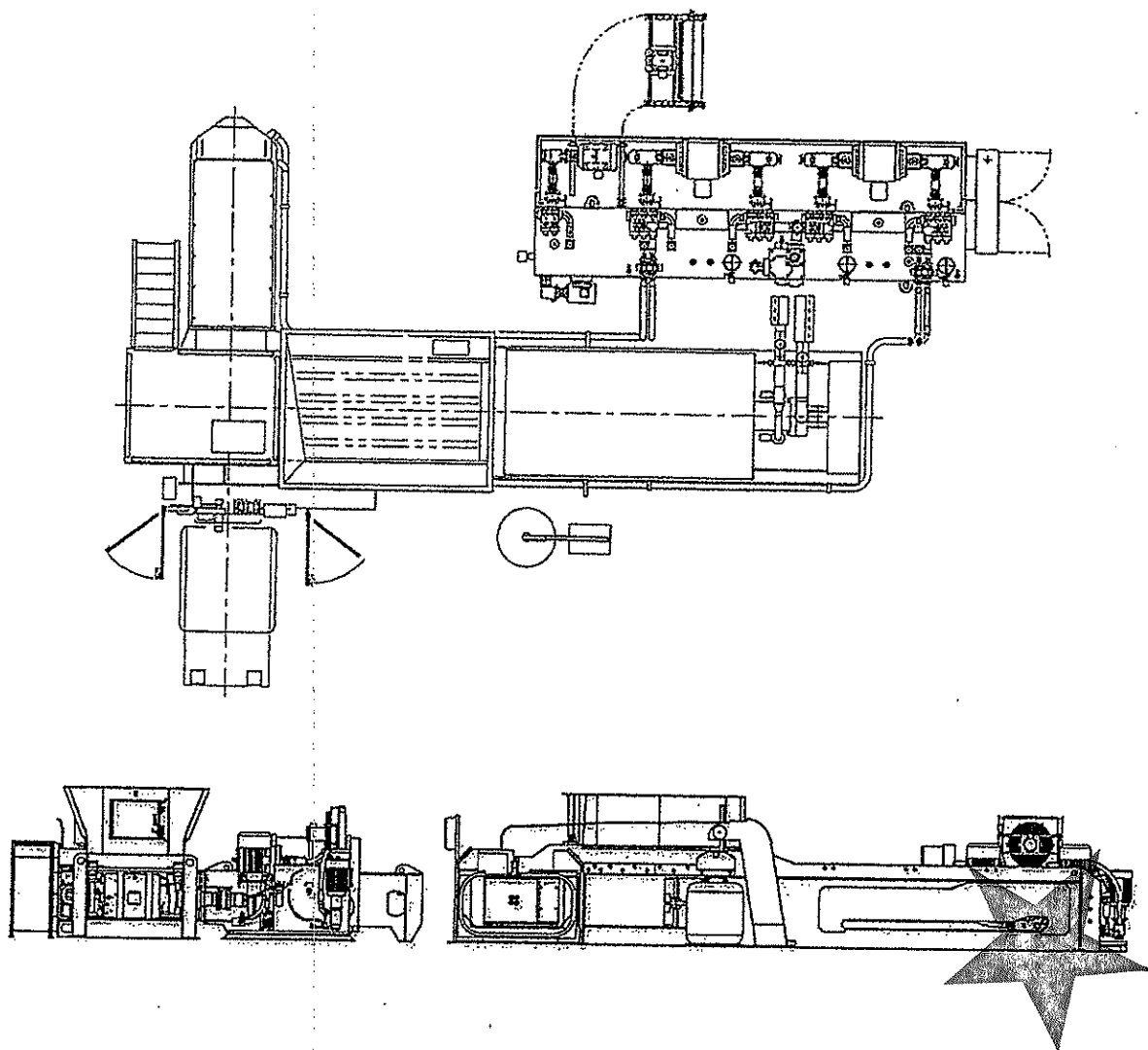
## Attachment 1: HRB Baling Equipment

The Harris HRB is the most recognized names in baling. The HRB is the largest constructed line of ram balers from any manufacturer. It is the perfect baler for medium to high volume productions and is most commonly used in MSW applications but is highly versatile in fiber, nonferrous metals and other applications.

MACHINE SPECIFICATIONS			
MODEL	HRB 1545W		
CHARGE BOX	Width	52"	
	Height	110"	
HOPPER OPENING	Width	79"	
	Height	132"	
BALE SIZE	Width	58"	
	Height	44"	
	Length	65"	
SYSTEM PRESSURE	PSI	4500	
MAIN PUMP	GPM	722	
MOTOR	Horsepower	Two(2) 150HP	
MAIN CYLINDER	Force (Tons)	452	
EJECTOR CYLINDER	Force (Tons)	170	
CAPACITY	Solid	Waste	60-81T/Hr
	Solid	Waste	4000-4500
BALE WEIGHT			



**DRAFT**



**DRAFT**





Richard W. Lenz, P.E.  
Commissioner

**TOWN OF OYSTER BAY**  
**DEPARTMENT OF PUBLIC WORKS**  
150 Miller Place  
Syosset, New York 11791-5699  
(516) 677-5935  
[www.oysterbaytown.com](http://www.oysterbaytown.com)

April 10, 2020

Mr. Will Flower, Vice President  
Winters Bros. Recycling of Long Island, LLC  
120 Nancy Street  
West Babylon, New York 11704

RE: Transfer, Haul and Disposal of Solid Wastes from the Town of Oyster Bay SWDD  
Contract No. DPW09-999

Dear Mr. Flower;

In accordance with Section I.G.5.2 of Contract No. DPW09-999, the Town of Oyster Bay ("Town") and Winters Bros. Recycling of Long Island, LLC ("Winters") have an option upon mutual agreement for the second five-year term extension commencing on June 1, 2021. Further, New York State General Municipal Law ("GML") Section 120-w.4.b, for which this Contract was procured and awarded, allows for the Town and Winters to enter into amended contracts for solid waste management, collection and disposal.

As indicated in your attached letter of March 24, 2020, Winters proposes to amend the existing Contract to change the terms relative to the third five-year term and propose a five-year term consisting of a three-year base term and two separate one-year extensions at the mutual agreement between the Town and Winters. Further, Winters proposes to install a Harris HRB 1545 baling system within the existing Transfer Station to provide greater flexibility for the management of the Town's solid waste.

The Department of Public Works has reviewed your request and is amenable to the proposal under the following conditions:


1. The pricing provided in the 'Rider to Agreement Governing Negotiated Terms' of the Contract shall remain in effect for years 11-15.
2. In order to exercise the potential fourth- and fifth-year options of this extension, the language of Section I.G.5.2 of the Contract shall apply; Winters shall notify the Town in writing no less than twelve months prior to the expiration of the three-year base term and the fourth-year extension term. If agreeable to both parties, a decision to extend will be submitted to the Town Board for approval.
3. Winters must provide the Town and its representatives a demonstration of the proposed baling system at its other local operations in order to determine if the operation will result in excess noise or dust emissions that

**DRAFT**

may negatively impact the community. Written documentation of the noise profile must also be supplied by the manufacturer.


4. The baling system will not operate outside of normal Transfer Station Facility operational hours stated in Section II.C of the Contract.
5. Winters acknowledges that the selection of this system is based upon their analysis of the waste type and volume that has been typical of the Town waste stream, and that Winters must supplement the usage of this system with traditional transport and disposal services in the event the baling system proves to be insufficient or inappropriate, and during downtime for maintenance and repair.
6. The baling system will be installed at no cost to the Town of Oyster Bay, including any structural modifications to the Transfer Station Facility structure, foundation and floor; electrical service upgrades or modifications and ongoing electrical usage costs; and, maintenance and repair fees.
7. While Section III.B.3 of the Contract states that title to the installed baling system would vest with the Town at the expiration of the Contract, due to the short-term nature of the Contract, at this time the Town may waive this clause upon receipt of your written intent for the system at the expiration of the Contract.
8. Prior to installation of the baling system, and upon expiration of the Contract, regardless if the baling system is removed, Winters must restore the entire floor area of the Transfer Station controlled by Winters to the satisfaction of the Town.
9. The installation and operation of the baling system will not interfere with other Town operations at the Transfer Station Facility, including recycling operations and Homeowner's Cleanup Program days.
10. All other terms and conditions of the Contract shall remain in effect.
11. The acceptance of the extension by the Town shall not preclude the Town from its continued effort to secure a new long-term solid waste and recyclables contract.

If Winters is agreeable to these conditions, please respond in writing stating your approval. Once received the Department of Public Works will submit a recommendation to the Town Board to approve the second five-year extension to Contract No. DPW09-999. If you have any questions please contact Matthew Russo, P.E., Division of Engineering, at (516) 677-5719.

  
JOHN C. TASSONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
RWL/JCT/MR/mr

Attachment

cc: Gregory W. Carman, Jr., Deputy Supervisor  
Office of the Town Attorney  
Daniel Pearl, Deputy Commissioner/Public Works  
George Baptista, Deputy Commissioner/Environmental Resources

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



DPW09-999 WINTERS 2<sup>ND</sup> EXTENSION RESPONSE

**DRAFT**

**WINTERS BROS.**  
WASTE SYSTEMS

April 16, 2020

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

**Town of Oyster Bay Contract No. DPW 09-999**

Dear Commissioner Lenz and Deputy Commissioner Tassone:

In response to your letter dated April 10, 2020, Winters Bros. Recycling of Long Island, LLC (Winters Bros.) has reviewed the 11 conditions proposed by the Town of Oyster Bay (Town) relating to Contract No. DPW09-999. Winters Bros. hereby agrees to and approves these conditions. We look forward to the opportunity to review an "Amendment to the Contract" that will be recommended to the Town Board incorporating these conditions.

Winters Bros. believes that the second extension will provide flexibility for the Town by agreeing to a 5-year term with the fourth year (June 1, 2024 to May 31, 2025) and the fifth year (June 1, 2025 to May 31, 2026) being mutually agreeable 1-year option periods.

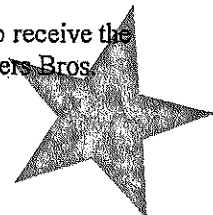
The extension will benefit the Town and will provide your office with ample time to properly study and solicit proposals for the future management of various wastes generated in the Town including solid waste, electronic waste, yard waste, recyclables, etc. Further, Winters Bros. is committed to improving operations at the Transfer Station with the use of a baling system that allows for the wrapping of waste into large bales that are quickly and easily loaded onto transfer trailers for shipment. We look forward to demonstrating this process as required in Condition #3. As discussed in Condition #7, Winters Bros. will request that the Town waive the provisions found in Section III.B.3 of the contract as it relates to the baling system. As you mention in your letter, the baling system and the installation of the system is a capital intensive endeavor and this a short-term extension of the contract. Therefore, Winters Bros. will retaining title to the installed baling system at the expiration of the contract. Of course, Winters Bros. will be responsible for the cost of removing the equipment.

We remain honored to serve the Town of Oyster Bay. We pledge that you will continue to receive the quality service, performance and professionalism that you have come to expect from Winters Bros.

Sincerely,



Will Flower  
Vice President  
Winters Bros. Recycling of Long Island, LLC



**DRAFT**

Copy: Joe Winters, Chairman and CEO, Winters Bros. Waste Systems

WHEREAS, pursuant to Town Board Resolution No. 53-2018, adopted on January 23, 2018, the Town Board authorized Cashin Associates, P.C. to perform engineering services relative to Restoration and Improvements to Alhambra Park, Massapequa, as a Part of the New York Rising Community Reconstruction Program, Contract No. DP17-151; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/ Highways, by memorandum dated April 17, 2020, advised that the Department of Public Works has approved the plans and specifications in connection with Contract No. DP17-151, and requested that the Department of Public Works be authorized to proceed with the Bid and Construction Phases of said Contract, and that the Department of General Services, Division of Purchasing, be authorized and directed to proceed with the establishment of a date for the receipt of bids for said Contract,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Department of Public Works, Division of Engineering is hereby authorized and directed to proceed with the Bid and Construction Phases of Contract No. DP17-151, and be it further

RESOLVED, That the Department of General Services, Division of Purchasing, is hereby authorized and directed to proceed with the establishment of a date for the receipt of bids for said Contract.

-#-

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

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

Reviewed By  
Office of Town Attorney

## TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

APRIL 17, 2020

TO: MEMORANDUM DOCKET

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

SUBJECT: REQUEST TO ENTER BID & CONSTRUCTION PHASES  
RESTORATION AND IMPROVEMENTS TO ALHAMBRA PARK, MASSAPEQUA  
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. DP17-151

---

Town Board Resolution 53-2018, authorized Cashin Associates, P.C. to perform engineering services relative to this project. The design phase has been completed and the Commissioner of Public Works/Highway has approved the plans and specifications. The estimated construction duration for this work is 240 calendar days.

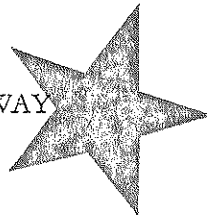
This project is funded by the Governor's Office of Storm Recovery as detailed in the New York Rising Community Reconstruction Plan for The Massapequas.

The Department of Public Works requests permission to proceed with the Bid and Construction Phases of this project.

It is further requested that the Town Board authorize that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY



  
RWL/ICT/MR/mr

Attachment

cc: Office of the Town Attorney (w/9 copies)  
Steven C. Ballas, Comptroller  
Eric Tuman, Commissioner/General Services  
Colin Bell, Deputy Commissioner/Intergovernmental Affairs  
Joseph Pinto, Commissioner/Parks  
Sunita Chakraborti, Division of Engineering

DP17-151 DOCKET PERMISSION TO BID

**DRAFT**

WHEREAS, pursuant to public notice, bids were duly solicited and regularly received for Engineering Services Contract relative to Restoration and Improvements to Alhambra Park, Massapequa, Town of Oyster Bay, New York, in accordance with the specifications contained in Contract No. DP17-151, and said bids were publicly opened and read on April 27, 2017; and

WHEREAS, the evaluation of the bids and the selection process were performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy, and the lowest responsible bid submitted was that of Cashin Associates, P.C., with a bid in the amount of \$391,200.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated January 12, 2018, recommended that the bid as hereinabove set forth be accepted; and

WHEREAS, this project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery, and is of no cost to the Town of Oyster Bay, and the selection of Cashin Associates, P.C., was approved by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth, is accepted, and Contract No. DP17-151 shall be awarded to Cashin, Associates, P.C., in the amount of \$391,200.00, 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	Aye

cc: Supervisor  
Town Attorney  
Comptroller  
Public Works  
Intergovernmental Affairs  
Parks

DRAFT

WHEREAS, pursuant to Town Board Resolution No. 133-2020, adopted on February 11, 2020, the Town Board authorized the execution of a site access agreement with Northrop Grumman Systems Corporation ("NGSC") to install recovery well vaults within a Town right-of-way at Parking Lot B-2, located on Seaman Avenue, Bethpage and within a utility easement at the southern terminus of North Windhorst Avenue, Bethpage; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated April 17, 2020, advised that NGSC determined that it would not be able to reasonably mitigate potential impacts upon the Bethpage Fire District during the conveyance piping installation, thereby necessitating a change in the plans such that the piping will run from Parking Lot B-2 eastward on Seaman Avenue to Central Avenue; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, further advised that due to the COVID-19 outbreak, the majority of business and personal activity on Seaman Avenue has been significantly reduced creating an opportunity to install the conveyance piping with minimal impact upon the community; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, recommended and requested that the Town Board authorize an amendment to the site access agreement to allow for the installation of conveyance piping on Seaman Avenue, nunc pro tunc to April 20, 2020, as a part of the RW-21 groundwater hotspot remediation program,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is accepted, and the abovementioned site access agreement with NGSC as previously negotiated and executed by and between the Town and NGSC is hereby amended to permit the installation of conveyance piping from Parking Lot B-2 eastward on Seaman Avenue to Central Avenue, as depicted on plans filed with the Department of Public Works.

-#-

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

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

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

APRIL 17, 2020

TO : MEMORANDUM DOCKET  
FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY  
SUBJECT: AMENDMENT TO SITE ACCESS FOR NORTHROP GRUMMAN SYSTEMS CORPORATION  
GRUMMAN-NAVY PLUME, RW-21 GROUNDWATER REMEDIATION SYSTEM  
RECOVERY WELL VAULTS INSTALLATION

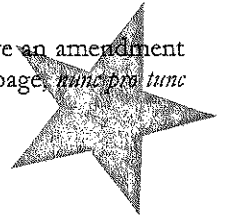
Town Board Resolution 133-2020, adopted at the Town Board meeting of February 11, 2020, authorized a Site Access Agreement ("Agreement") between the Town and Northrop Grumman Systems Corporation (NGSC) to install recovery well vaults within Town right-of-way at public parking lot B-2 located on Seaman Avenue, Bethpage, and within a utility easement at the southern terminus of North Windhorst Avenue, Bethpage.


This work has been directed by the New York State Department of Conservation for the 'RW-21' groundwater hotspot remediation, as part of the investigation and remediation of contamination within and emanating from areas within Bethpage Community Park.

The work within public parking lot B-2 was to entail the installation of the well vault and conveyance piping to the entrance at Seaman Avenue. Planned future activities by NGSC involved extension of the conveyance piping westward on Seaman Avenue and then southward on Broadway to Central Avenue. While advancing their design it was determined that NGSC could not reasonably mitigate potential conflicts with the installation of the conveyance piping and the operation of the Bethpage Fire District facility located on Broadway. For this reason it became necessary for NGSC to design the conveyance piping route from public parking lot B-2 eastward on Seaman Avenue to Central Avenue, as shown on the attached plans.

Due to the "New York State on PAUSE" executive order by Governor Cuomo resulting COVID-19 pandemic, the majority of business and personal activity on Seaman Avenue has been significantly reduced. As such, the Department of Public Works believes that it is in the best interest of the Town residents and businesses that the conveyance piping installation and necessary road closure activities be conducted during the PAUSE timeframe. This work has been deemed essential under the New York State guidelines. Further, it is requested that this work be permitted to commence prior to Town Board action.

The Department of Public Works recommends and requests that the Town Board, by Resolution, approve an amendment to the Site Access Agreement to allow for the installation of conveyance piping on Seaman Avenue, Bethpage, *through the town* to April 20, 2020, as part of the RW-21 groundwater hotspot remediation program.



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

RWL//MR/mr

Attachment

c: Office of the Town Attorney (w/9 copies)  
Steven Ballas, Comptroller  
John Bishop, Deputy Commissioner/Highway

TB DOCKET NGSC RW-21 SEAMANN AVE

DRAFT



Reviewed By  
Office of Town Attorney

WHEREAS, Northrop Grumman Systems Corporation ("NGSC") previously entered into an Order on Consent, Index No. W1-1183-14-05, with the New York State Department of Conservation for the construction of a groundwater treatment facility to treat a defined area of contamination of the Grumman-Navy Plume, designated as the RW-21 area; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated January 23, 2020 and February 6, 2020, informed the Town Board that NGSC has requested access to Town property at public Parking Field B-2 located at Seaman Avenue, Bethpage, New York and within a utility easement at the southern terminus of North Windhorst Avenue, to conduct installation of recovery vault installation and associated conveyance piping, and for the installation of conveyance piping within NGSC's private property located off Grumman Road and Hickey Boulevard, Bethpage, New York, in regard to NGSC's obligations under the DEC Order to remediate the RW-21 Project Area; and

WHEREAS, a site access agreement was negotiated by and between the Town and NGSC, which agreement provides the guidelines for NGSC and its representatives to provide protections to the Town in the performance of the work on Town property; and

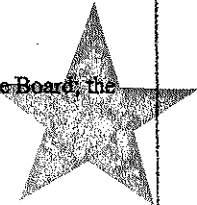
WHEREAS, Commissioner Lenz, by the aforementioned memoranda, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute said agreement in the form annexed hereto, which is entitled "RW-21 Project Area Treatment System, Site Access Agreement: Vaults for RW-21 and RW-22,"

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor, or his designee, is authorized to execute the "RW-21 Project Area Treatment System, Site Access Agreement: Vaults for RW-21 and RW-22," as previously negotiated by and between the Town and NGSC and in the form annexed hereto.

#

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

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



DRAFT

Mr. Richard Lenz  
Commissioner  
Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, NY 11771

Arcadis of New York, Inc.  
Two Huntington Quadrangle  
Suite 1S10  
Melville  
New York 11747  
Tel 631 249 7600  
Fax 631 249 7610  
www.arcadis.com

**Subject:**

Access Agreement Workplan Modification Package, Seaman Avenue, RW-21  
Project Area Treatment System, Bethpage, New York.

**ENVIRONMENT**

**Date:**  
April 15, 2020

Dear Commissioner Lenz:

**Contact:**  
David Stern

On behalf of Northrop Grumman Systems Corporation (Northrop Grumman), Arcadis of New York, Inc. (Arcadis) is submitting the following supplemental information in support of continuation of work under the existing access agreement between Northrop Grumman and Town of Oyster Bay, per the March 30, 2020 meeting between Northrop Grumman and Town of Oyster Bay. Specifically, this additional submittal is to support the pipeline installation on Seaman Ave as part of continuation of the vault installation work in support of the RW-21 Project Area Treatment System. These documents have been revised per Town of Oyster Bay comments, received on April 10, 2020. The NYSDEC in their April 15, 2020 communication indicated that they had no comments on this submittal.

**Phone:**  
631-391-5284

**Email:**  
David.stern@arcadis.com

**Our ref:**  
NYNG2019.TS23

The supplemental documents comprising this Access Agreement Workplan Modification Package consist of the following:

- **Attachment 1: Health and Safety Plan** that has been updated to include the modified Traffic Safety Plan as well as procedures in response to COVID-19.
- **Attachment 2: Community Air Monitoring Plan**, provided for completeness, this document is unchanged from previous submittal.
- **Attachment 3: Traffic Safety Plan**, modified for pipeline installation on Seaman Ave eastward to Central Avenue. As per the Town's request, the work will be planned to commence at the intersection of Seaman Avenue and Central Avenue and terminate at the Well RW-21 vault.

**DRAFT**

Mr. Richard Lenz  
Commissioner, Town of Oyster Bay  
April 15, 2020

- **Attachment 4: Issued for Permit Design** for the subject project, modified to depict plans for the Seaman to Central Avenue pipeline segment installation. Final stamped design drawing will be prepared and forwarded to TOB.

If you have any questions, please do not hesitate to contact me.

Arcadis of New York, Inc.

Sincerely,



David Stern  
Project Manager

Copies:

Edward Hannon, Northrop Grumman  
Jason Pelton, NYSDEC  
James Sullivan, NYSDOH  
Matt Russo, Town of Oyster Bay  
Chris Engler, Arcadis  
Carlo San Giovanni, Arcadis

Enclosures

Attachment 1 Health and Safety Plans  
Attachment 2 Community Air Monitoring Plan  
Attachment 3 Traffic Safety Plan  
Attachment 4 Issued for Permit Design



DRAFT





WHEREAS, the East Norwich Volunteer Fire Company No. 1 ("ENFC") provides services to Town of Oyster Bay residents living in the Incorporated Villages of Upper Brookville, Brookville and Muttontown, as well as those living in the unincorporated area of the Town of Oyster Bay identified by the postal designation of East Norwich and referred to as the East Norwich Fire Protection District; and

WHEREAS, the amounts paid by each municipality are periodically updated to reflect the correct proportional percentages, but due to the current COVID-19 public health crisis, the updated percentages have not been calculated, which has prevented the Town from scheduling and holding a hearing to consider the 2020 contract for fire protection for the East Norwich Fire Protection District; and

WHEREAS, pending issuance of the 2020 fire protection contract, ENFC has been providing, and will continue to provide, fire protection and emergency response services to Town residents and the ENFC has incurred and will continue to incur costs related to providing such services; and

WHEREAS, the ENFC has requested payment from each municipality based upon the 2019 contract amount, with said payments to be credited against the 2020 contracts; and

WHEREAS, the 2019 contract obligated the Town to pay an amount not to exceed \$311,072.56; and

WHEREAS, Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated April 29, 2020, requested and recommended that the Comptroller be authorized and directed to pay \$155,536.28 to the East Norwich Volunteer Fire Company No. 1 ("ENFC"), said payment to be credited against the amount due under the 2020 fire protection contract; with said funds to be drawn from Account No. TWN SF12 3410 44910 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Office of the Comptroller is hereby authorized and directed to make payment to the East Norwich Volunteer Fire Company No. 1 for \$155,536.28, with said payments to be credited against the 2020 contract to be entered into between the Town and the ENFC, upon submission of a duly certified claim; after audit with said funds to be drawn from Account No. TWN SF12 3410 44910 000 0000.

-#-

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

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

Town of Oyster Bay  
Inter-Departmental Memo

**TO :** MEMORANDUM DOCKET

**FROM:** Office of the Town Attorney

**DATE:** April 29, 2020

**SUBJECT:** Payment for 2020 Fire Protection Agreement with East Norwich Volunteer Fire Company No. 1

The East Norwich Volunteer Fire Company No. 1 ("ENFC") provides services to Town of Oyster Bay residents living in the Incorporated Villages of Upper Brookville, Brookville and Muttontown, as well as those living in the unincorporated area of the Town of Oyster Bay identified by the postal designation of East Norwich. From time to time, the amounts paid by each municipality are updated to reflect the correct proportional percentages. Due to the current COVID-19 public health crisis, the calculation of the percentages and the finalization of the renewal contract have been delayed. Pending issuance of the 2020 fire protection contract, ENFC has been providing, and will continue to provide, fire protection and emergency response services to Town residents unabated. ENFC has incurred and will continue to incur costs related to providing such services. At this time, the ENFC has requested payment from each municipality based upon each municipality's 2019 contract amount in order to meet its fiscal obligations; said payments to be credited against the contracts for 2020. The Town's contract with ENFC authorized payment in an amount not to exceed of \$311,072.56. Accordingly, this Office recommends and requests authorization for the Comptroller to pay \$155,536.28 to the East Norwich Volunteer Fire Company No. 1 ("ENFC"), said payment to be credited against the amount due under the 2020 fire protection contract.

Funds are available in Account No. TWN SF12 3410 44910 000 0000.

Kindly suspend the rules and place this matter on the docket for the May 5, 2020 Town Board meeting. A proposed resolution accompanies this memo.

OFFICE OF THE TOWN ATTORNEY

*[Signature]* For  
Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:eaf  
Attachment  
2016-5219  
Town Attorney w/9 copies

S:\Attorney\RESOS 2020\MD & RESO\2020 Fire Protection Payment - East Norwich .EAF.docx

DRAFT

