APPROVED

COMMISSIONER OF HUMAN RESOURCES

John Cannizzaro by Valerie Spinelli Deputy Com

Meeting of June 2, 2020 RESOLUTION P-10-2020

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 |

Meeting of June 2, 2020 Resolution No. TF-9-2020

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 |
|---|---|---|---|
| 023-20 | PAD | $300.00 | PAD B 3620 22000 000 0000 |
| | | | TO |
| | | $300.00 | PAD B 3620 21000 000 0000 |
| | | | FROM |
| 024-20 | DPS | $3,000.00 | DPS A 3010 47200 000 0000 |
| | | | TO |
| | | $3,000.00 | DPS A 3010 41600 000 0000 |
| | | | FROM |
| | | $5,000.00 | DPS A 3010 44140 000 0000 |
| | | | TO |
| | | $5,000.00 | DPS A 3010 25000 000 0000 |
| | | | FROM |
| 025-20 | HWY | $6,000.00 | HWY DB 5110 25000 000 0000 |
| | | | TO |
| | | $6,000.00 | HWY DB 5110 41710 000 0000 |
| | | | FROM |
| 026-20 | PKS | $15,442.22 | PKS A 7110 46300 000 0000 |
| | | | TO |
| | | $15,442.22 | PKS A 7110 41900 000 0000 |

Reviewed By
Office of Town Attorney

#

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

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

2A

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

**To:** **MEMORANDUM DOCKET**

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

**Date:** MAY 15, 2020

**Subject:** **TRANSFER OF FUNDS**

Kindly arrange for a transfer of funds as requested from the 2020 budget as follows:

From: PAD B 3620 22000 000 0000----------$300.00
OFFICE EQUIPMENT

To: PAD B 3620 21000 000 0000----------$300.00
FURNITURE

This transfer is necessary in order for us to purchase necessary furniture for this Department.

Elizabeth L. Maccarone
ELIZABETH L. MACCARONE
COMMISSIONER

ELM/dm

C: Legislative Affairs +9 copies

2B

# TOWN OF OYSTER BAY

## Inter-Departmental Memo

May 15, 2020

**TO:** MEMORANDUM DOCKET

**FROM:** JUSTIN McCAFFREY, COMMISSIONER, PUBLIC SAFETY

**Subject:** TRANSFER OF FUNDS

---

Town Board authorization is hereby requested for the following transfer of funds:

| FROM: | TO: |
|---|---|
| DPS A 3010 47200 000 0000<br>TRAVEL<br>$3000.00 | DPS A 3010 41600 000 0000<br>MATERIALS & SUPPLIES<br>$3000.00 |

This transfer is necessary to use the account for the purchase of Public Safety Bay Constable marine hardware equipment needed.

| FROM: | TO: |
|---|---|
| DPS A 3010 44140 000 0000<br>TRAINING<br>$5000.00 | DPS A 3010 25000 000 0000<br>GENERAL EQUIPMENT<br>$5000.00 |

This transfer is necessary to use the purchase of Public Safety radio charging equipment required.

Justin McCaffrey
Commissioner of Public Safety

C: Town Attorney (9)
/ Comptroller's Office

2C

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

May 14, 2020

**TO:** **MEMORANDUM DOCKET**

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

**SUBJECT: TRANSFER OF FUNDS**

Town Board authorization is requested to transfer the following funds:

| | Account No. | Object Description | Amount |
|---|---|---|---|
| From: | HWY DB 5110 25000 000 0000 | GENERAL EQUIPMENT | $6,000.00 |
| To: | HWY DB 5110 41710 000 0000 | SIGN SUPPLIES | $6,000.00 |

This transfer is necessary to provide funds to purchase sign supplies.

John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

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

2A

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: May 20, 2020

SUBJECT: 2020 Transfer of Funds

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

**FROM:**

| | | |
|---|---|---|
| PKS-A-7110-46300-000-0000 | Building & Property Maintenance | $15,442.22 |

**TO:**

| | | |
|---|---|---|
| PKS-A-7110-41900-000-0000 | Ground Supplies | $15,442.22 |

This transfer is being requested to provide funds necessary for Ground Supplies. The ground supplies being purchased is fungicide for the golf course.

Joseph G. Pinto
Commissioner

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

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 179-68, adopted on February 27, 1968, the Town Board granted an application for Change of Zone from "F" Business District (Neighborhood Business) to "E-1" (Apartment House) District (currently known as "RMF-16" Residential Multi-Family), for the 9.549 acre parcel located on the northerly side of Jericho Turnpike, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block F, Lots 1357A and 1357B on the Land and Tax Map of Nassau County (the "subject premises"); and

WHEREAS, by Resolution No. 1144-69, adopted on December 23, 1969, the Town Board approved a Planting Plan, for the landscaping of the subject premises; and

WHEREAS, by Resolution No. 754-2019, adopted on December 10, 2019, the Town Board approved an amendment to the Site Plan, amending the restrictive covenants contained in Resolution No. 179-68 and Resolution No. 1144-1969 to allow for the construction of a gazebo, a wood burning fire it, a paver walkway, and picnic style seating, and to modify existing landscaping; and

WHEREAS, THE PLATINUM GROUP, current fee owner, by Anthony Lauro, President, by letter dated May 4, 2020, requested Town Board approval of an amended Site Plan in order to install/construct two (2) modular natural gas barbeque units; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated May 11, 2020, advised that the Department of Planning and Development has reviewed the following one (1) drawing prepared by William Jaeger, P.E., Platinum Site Development, Hicksville, New York:

| SHEET NO. | TITLE | PREPARED BY | LAST REVISED |
|---|---|---|---|
| 1 of 1 | Proposed Conc. Block BB=-Q | William Jaeger, P.E. | 3/16/2020 |

WHEREAS, said Commissioner further reported that the plan submitted, complies with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated May 4, 2020, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 9, relative to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities", and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated May 11, 2020, the one (1) plan set forth hereinabove is hereby approved; and be it further

RESOLVED, That the application of THE PLATINUM GROUP, fee owner, to amend the restrictive covenants contained in Resolution No. 179-68 and Resolution No. 1144-1969 to allow for the construction of a two (2) modular natural gas barbeque units, at 92 Fairhaven Boulevard, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block F, Lots 1357A and 1357B, and the amended Site Plan therefor, are 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 |
| 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:** ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** MAY 11, 2020

**SUBJECT:** SITE PLAN REVIEW AND APPROVAL
EAGLE ROCK APARMENTS OF WOODBURY
92 FAIRHAVEN BOULEVARD
WOODBURY, NEW YORK 11797
SECTION 15, BLOCK F, LOT(S) 1357A & 1357B
ZONE: RMF-16

---

This Department is in receipt of a letter from Anthony Lauro, The Platinum Group, Farmingdale, N.Y. (representing the owner of the subject property) dated May 4, 2020, regarding making an amendment to the Town Approved Site Plan for the above mentioned property. After review of the submitted amended plans by William Jaeger, P.E., Stony Brook, N.Y. dated March 16, 2020, and an accompanying letter dated March 18, 2020 (copy enclosed), it was determined that the effected changes were minor in nature.

Previously, this subject site was granted a Change of Zone from a "F" (Business District) (currently known as "NB" Neighborhood Business Zone) to an "E-1" (Apartment House District) (currently known as "RMF-16" Residential Multi-Family Zone) through Town Board Resolution Number 179-1968, dated February 27, 1968. The Resolution was for the construction and development of an Apartment Complex. Subsequently, a "Planting Plan" was submitted and approved by the Town Board through Resolution Number 1144-1969, dated December 23, 1969. Additionally, an amendment to the Site Plan was approved through Town Board Resolution Number 754-2019, dated December 10, 2019, in order to construct a gazebo, a wood burning fire pit, a paver walkway, some picnic style seating and to modify some of the existing landscaping.

The current application is seeking Town Board approval for the enclosed modified Site Plan in order to install/construct two (2) modular natural gas BB-Q units.

This Department has reviewed the following one (1) drawing prepared by William Jaeger, P.E., Platinum Site Development LLC, Hicksville, are identified as follows

| SHEET NO. | TITLE: | PREPARED BY: | LAST REVISED DATE: |
|---|---|---|---|
| 1 of 1 | Proposed Conc. Block BB-Q | William Jaeger, P.E. | 3/16/2020 |

Also submitted for your review are the following documents:

1. Town Board Resolution Number 179-1968, dated February 27, 1968
2. Town Board Resolution Number 1144-1969, dated December 23, 1969
3. Town Board Resolution Number 754-2019, dated December 10, 2019
4. Letter from Anthony Lauro, President of The Platinum Group, dated May 4, 2020
5. Letter from William Jaeger, P.E., dated March 18, 2020
6. Memorandum from George Baptista, Deputy Commissioner, Department of Environmental Resources, dated May 4, 2020

Said plans were prepared and modified using the standards set forth in Chapter 246 (Zoning), Section 6 (Site Plan Review) of the Code of the Town of Oyster Bay as a guide. Development of the subject premises in accordance with the plans attached does comply with the requirements of Chapter 246 of the Code of the Town of Oyster Bay and therefore, I recommend Site Plan Approval by the Town Board.

Should the Town Board look favorably upon this Site Plan Amendment request, it is respectfully requested that the Town Board add language to the Granting Resolution that pursuant to Chapter 246 (Zoning), Section 6.9.1 (Minor Amendments) of the Code of the Town of Oyster Bay, the Commissioner or his/her designee of the Department of Planning and Development may approve minor adjustments (without Town Board approval) to the approved site plan that are deemed necessary or appropriate. Minor adjustments must be consistent with the basic concepts of the approved site plan.

Elizabeth L. Maccarone
ELIZABETH L. MACCARONE
COMMISSIONER

ELM:jv
Encls.
cc: Legislative Affairs (+ 9 copies w/ attachments)

Resolution #179-1968

Meeting of February 27, 1968

WHEREAS, pursuant to a resolution duly adopted by the Town Board of the Town of Oyster Bay on the 2nd day of January, 1968, a duly advertised public hearing was held by said Town Board at Town Hall, Oyster Bay, Nassau County, New York, on the 30th day of January, 1968 to consider proposed amendments to the Building Zone Ordinance of the Town of Oyster Bay, Nassau County, New York, to change the use district classifications of the parcels of land described below as indicated; and

WHEREAS, all parties interested were given an opportunity to be heard, and upon due and deliberate consideration;

NOW, THEREFORE, BE IT RESOLVED, that the use district classifications of the following described parcels be and they are hereby changed as indicated below:

The zone of the following Parcel 1 be and the same hereby is changed from "F" Business District (Neighborhood Business) to "B-1" Apartment House District:

Parcel 1

All that certain piece or parcel of land situate, lying and being at Syosset, in the Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

Beginning at a point formed by the intersection of the northerly side of Jericho Turnpike and the easterly side of the Wantagh-Oyster Bay Expressway; thence running:

N - 45° - 20' - 30" W 58.03 feet; thence
N - 1° - 46' - 00" W 111.89 feet; thence along the length of a radius 318.00 feet; thence
N - 30° - 41' - 15" W 80.12 feet; thence
N - 2° - 57' - 00" E 119.52 feet; thence
N - 4° - 01' - 00" E 88.41 feet; thence
N - 86° - 26' - 00" E 668.78 feet; thence
S - 8° - 47' - 20" W 267.50 feet; thence
S - 4° - 22' - 10" W 483.10 feet; thence
S - 86° - 26' - 00" W 429.46 feet to the point of beginning.

Said Parcel 1 comprises 9.549 acres.

Approved as to Form
Town Attorney

15F 1317

RESOLUTION #1144 - 1969

Meeting of December 23, 1969

WHEREAS, on February 27, 1968, the Town Board of the Town of Oyster Bay by resolution numbered 179-1968 approved the change of the use district classification of certain premises described therein from "F" Business District (Neighborhood Business) to "R-1" Apartment House District; and

WHEREAS, in connection with the said change of use district classification, the fee owner of the affected premises voluntarily imposed certain covenants and restrictions upon said premises as set forth in a written instrument duly recorded in the Office of the County Clerk of Nassau County on March 4, 1968 in Liber 7798, page 164 of deeds; and

WHEREAS, among the aforesaid covenants and restrictions, it is provided that a plan for the landscaping of the said premises be submitted to the Town Board of the Town of Oyster Bay for approval; and

WHEREAS, a "Planting Plan" consisting of two (2) sheets has been submitted for such landscaping and the Director of the Department of Building and Zoning by memorandum to the Town Board and dated December 8, 1969 has recommended that the said Town Board approve the said "Planting Plan",

NOW, THEREFORE, BE IT RESOLVED, That the aforesaid "Planting Plan" which was prepared by Harold Nosow, Architect, Abel and Bainnson, Landscape Architects, designated "Fairhaven at Syosset" and consisting of two (2) sheets, the first sheet bearing the date of October 30, 1969 and the second sheet designated "Sheet 2 of 2" and bearing the date October 31, 1969 submitted herein be and the same hereby is APPROVED.

RESOLUTION ADOPTED : ALL PRESENT VOTING AYE.

cc:
Supervisor
Town Board
Town Attorney
Building Dept.
Mr. Bridgeo

12/29/69

## Declaration of Restrictive Covenants

Myron Nelkin, residing at Red Ground Road, Old Westbury, New York, and President of Fairhaven Apartments No. 3, Inc., a domestic corporation with offices at 600 Old Country Road, Garden City, New York, the fee owner of the within described premises, does, for the purpose of enhancing the future development of said premises, impose and burden the land, if developed under E-1 Zoning, as set forth in the zoning laws of the Town of Oyster Bay, State of New York, with the following restrictions:

1. No unit shall contain more than one Living room, Dining room, kitchen and two bedrooms plus usual bathrooms.
2. Complete Conformity with E-1 zoning.
3. Twenty Percent Limit on two Bedroom apartments, the Balance One Bedroom and efficiency apartments and shall include Senior Citizen Units out of the Eighty Percent Balance.
4. Colonial type roofs and gables.
5. No buildings to be constructed in excess of Article VII - A - "E-1" Apartment House District as set forth in Building Zone Ordinance of Town of Oyster Bay. (Height)
6. The Buildings to be constructed on subject premises shall not exceed Twenty Percent of the Total area of premises.
7. The Set Backs on Jericho Turnpike shall be 100% greater than required under the applicable zoning regulations.
8. Perimeter fencing must be provided wherever subject parcel abuts non-fenced private property, and maintained.
9. No Neon Signs.
10. Landscape plan to be submitted to Town Board for approval.
11. No Buildings constructed within 100' of Northerly property line of subject parcel and in said area sufficient planting shall be provided and maintained forever green.

These covenants and restrictions shall bind and restrict the present owner and all future owners, successors and assigns.

Subject Premises:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Syosset, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:
BEGINNING at a corner formed by the intersection of the northerly side of Jericho Turnpike and the Easterly side of Wantagh-Oyster Bay Expressway running thence along the Wantagh-Oyster Bay Expressway, the following four courses and distances: (1) North 45 degrees 20 minutes 30 seconds West, 58.03 feet; (2) North 1 degree 46 minutes West, 111.89 feet; (3) Northerly along the arc of a curve bearing to the left, having a radius of 630 feet, a distance of 318 feet; (4) North 30 degrees 41 minutes 15 seconds West, 80.12 feet; thence North 2 degrees 57 minutes East, 119.52 feet; thence North 4 degrees 01 minutes East 277.97 feet to the Easterly side of Wantagh-Oyster Bay Expressway; thence along the same the following three courses and distances; (1) North 20 degrees 32 minutes 00 seconds East, 1299.22 feet; (2) Northerly along the arc of a curve bearing to the right having a radius of 4970 feet; a distance of 232.28 feet; (3) North 23 degrees 12 minutes 40 seconds East, 159.40 feet; thence South 77 degrees 19 minutes 30 seconds East, 276.04 feet; thence South 1 degree 00 minutes 20 seconds West, 64.81 feet; thence South 5 degrees 04 minutes 30 seconds West, 153.61 feet; thence South 11 degrees 03 minutes 20 seconds

L 5F 1357

West 100.12 feet; thence South 6 degrees 35 minutes 50 seconds West, 429.36 feet; thence South 8 degrees 12 minutes 20 seconds West, 562.79 feet; thence South 8 degrees 47 minutes 20 seconds West, 637.77 feet; thence South 4 degrees 22 minutes 10 seconds West, 483.10 feet to the Northerly side of Jericho Turnpike; thence along the northerly side of Jericho Turnpike, South 86 degrees 26 minutes West 429.46 feet to the corner first above mentioned, the point or place of BEGINNING."

FAIRHAVEN APARTMENTS NO. 3, INC.

MYRON NELKIN, PRESIDENT

MYRON NELKIN, INDIVIDUALLY

STATE OF NEW YORK, COUNTY OF

On the 7 day of Feb 1968, before me personally came MYRON NELKIN to me known to be the individual described in and who executed the foregoing instrument, and acknowledged, that executed the same.

MARY H. MacLEOD
NOTARY PUBLIC, State of New York
No. 30-7656850
Qualified in Nassau County
Commission Expires March 30, 1969

STATE OF NEW YORK, COUNTY OF N

On the 27th day of February 1968, before personally came Myron Nelkin to me known, who, being by me, duly swor did depose and say that he resided at No. Red Ground Rd., Old Westbury, New York that he is the President of Fairhaven Apartments No. 3, Inc., 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.

MARY H. MacLEOD
NOTARY PUBLIC, State of New York
No. 30-7656850
Qualified in Nassau County
Commission Expires March 30, 1969

FAIRHAVEN APARTMENTS NO. 3 INC. CORPORATE SEAL 1968 NEW YORK

DEED 7798 PAGE 165

Reviewed By
Office of Town Attorney
Elizabeth A. Vaughan

WHEREAS, by Resolution No. 179-68, adopted on February 27, 1968, the Town Board granted an application for Change of Zone from "F" Business District (Neighborhood Business) to "E-1" (Apartment House) District (currently known as "RMF-16" Residential Multi-Family), for the 9.549 acre parcel located on the northerly side of Jericho Turnpike, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block F, Lots 1357A and 1357B on the Land and Tax Map of Nassau County (the "subject premises"); and

WHEREAS, by Resolution No. 1144-69, adopted on December 23, 1969, the Town Board approved a Planting Plan, for the landscaping of the subject premises; and

WHEREAS, William L. Jaeger P.E., L.S., by letter dated October 11, 2019, and Anthony Lauro, President, The Platinum Group, by letter dated November 6, 2019, on behalf of 92 FHB LLC, fee owner, sought Town Board approval to amend the restrictive covenants contained in Resolution No. 179-68 and Resolution No. 1144-1969 to allow for the construction of a gazebo, a wood burning fire pit, a paver walkway, and picnic style seating, and to modify existing landscaping; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, and Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated November 7, 2019, advised that the Department of Planning and Development has reviewed the following five (5) plans prepared by William Jaeger, P.E., Platinum Site Development, Hicksville, New York:

| SHEET NO. | TITLE | PREPARED BY | DATE |
|---|---|---|---|
| 1 of 5 | Cover Page | William Jaeger, P.E. | 10/10/19 |
| 2 of 5 | Prop. Shrubs & Walkway Removal | William Jaeger, P.E. | 10/10/19 |
| 3 of 5 | Prop. Patio w/ Pergola, Fire Pit | William Jaeger, P.E. | 10/10/19 |
| 4 of 5 | Proposed Planting Plan | William Jaeger, P.E. | 10/10/19 |
| 5 of 5 | Proposed Gazebo w/ Planting Plan | William Jaeger, P.E. | 10/10/19 |

WHEREAS, said Commissioner 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

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated November 7, 2019, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 9, relative to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities", and as such

does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and

NOW, THEREFORE, BE IT RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, and Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, dated November 7, 2019, the five (5) plans set forth hereinabove are hereby approved; and be it further

RESOLVED, That the application of 92 FHB LLC, fee owner, to amend the restrictive covenants contained in Resolution No. 179-68 and Resolution No. 1144-1969 to allow for the construction of a gazebo, a wood burning fire pit, a paver walkway, and picnic style seating, and to modify existing landscaping, on premises located in a Residential Multi-Family (RMF-16) District, at 92 Fairhaven Boulevard, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block F, Lots 1357A and 1357B, 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 Johnson | Aye |
| Councilman Imbroto | Aye |
| Councilman Hand | Aye |
| Councilman Labriola | Aye |

THE PLATINUM GROUP
516.681.0090
516.342.1985
www.PlatinumSDGroup.com
286 Route 109, Farmingdale, NY 11735
PLATINUM POOLS INC.
PLATINUM HORTICULTURE
PLATINUM SITE DEVELOPMENT INC.

Eagle Rock Apartments of Woodbury
92 Fairhaven Blvd
Woodbury, NY 11797

Town of Oyster Bay, Town Board

Re: Proposed BB-Q for Eagle Rock Apartments of Woodbury

May, 4th 2020

To whom it may concern,

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This letter is to seek relief of the amendment to the restrictive covenants set forth on December 10th, 2019 (Resolution #754-2019). WHEREAS among the aforesaid covenants and restrictions, it is provided that a plan for the improvements of the said premises be submitted to the Town Board of the Town of Oyster Bay for approval. WHEREAS Eagle Rock Apartments would like to receive board approval so they may submit for a permit to amend the areas as per submitted plan.

Thank you very much in advanced,

Sincerely,

Anthony Lauro, President.

William L. Jaeger P.E., L.S.
*Consulting Engineer & Land Surveyor*
41 Erland Road
Stony Brook, New York 11790
wjaegerpe@gmail.com
631-689-8996

March 18, 2020

Town of Oyster Bay
92 Fairhaven Blvd.
Woodbury, New York 11797
S-B-L: 15-F-1357A & 1357B

Re: Amendment to TB Resolution #754-2019
(19-61) Proposed Site Improvements for Eagle Rock Apartments of Woodbury.

To Whom It May Concern:

To further enhance the outdoor experience for the patrons of the community we are adding:

Revision/Amendment # 1 – (Date: 03/16/2020 on revised plan)

- Two (2) new Modular Block BB-Q Grill Islands.
- Plumbing permit to be filed separately for Natural Gas Grills.

Thank you for your consideration.

William L. Jaeger P.E., L.S.
Project Engineer

STATE OF NEW YORK
WILLIAM LUDWIG JAEGER
No. 48148
LICENSED PROFESSIONAL ENGINEER & LAND SURVEYOR

WLJCOR-ENGINEERING-PLATINUM-EAGLE ROCK APARTMENTS.(19-61A)

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

May 4, 2020

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

**FROM:** GEORGE BAPTISTA, DEPUTY COMMISSIONER,
DEPARTMENT OF ENVIRONMENTAL RESOURCES

**SUBJECT:** PROPOSED SITE IMPROVEMENTS FOR EAGLE ROCK APARTMENTS OF WOODBURY; CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA): TYPE II

**LOCATION:** EAGLE ROCK APARTMENTS OF WOODBURY
SECTION: 15 BLOCK: F LOT(S): 1357A-1357B

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Pursuant to Article 8 of the New York State Environmental Conservation Law, SEQR, and the implementing regulations thereto at 6 NYCRR Part 617, and the Town of Oyster Bay Environmental Quality Review Law (TEQR, Chapter 110 of the Code of the Town of Oyster Bay), the Department of Environmental Resources has reviewed the above captioned proposed action. In connection with review of this subject action pursuant to SEQR, the Department was provided with a project description from the Department of Planning and Development on November 7, 2019 and discussed the scope of work to determine the appropriateness of the classification as a Type II Action pursuant to SEQR. DER prepared a Type II memo dated November 7, 2019. Since that time, the project was modified to add two gas grills to the site, as per email correspondence from the Department of Planning and Development, dated May 4, 2020. This minor modification does not change the classification of the proposed action pursuant to SEQR.

On the basis of our evaluation, the Department of Environmental Resources concludes that this proposed action is classified as Type II pursuant to the SEQR Type II Actions List, at 6 NYCRR §617.5(c), item #9, pertaining to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but no radio communication or microwave transmission facilities; "

Actions or classes of actions identified as Type II in the above-referenced section of the SEQR regulations have been pre-determined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8, and the SEQR regulations. Inasmuch as the subject proposed action is classified under SEQR's pre-determined Type II Action list, as described above, the Department of Environmental Resources has applied the law and finds that said proposed action does not require the completion of an Environmental Impact Statement (EIS), or any review or other procedural activities pursuant to SEQR/TEQR.

GEORGE BAPTISTA, JR.
Deputy Commissioner

Filepath: DER DEPT FILES/ TYPE II/EAGLE ROCK OF WOODBURY_5_4_2020

Meeting of June 2, 2020 Resolution No. 283-2020

Reviewed By
Office of Town Attorney

WHEREAS, Resolution No. 264-2015, adopted on May 12, 2015, authorized D&B Consulting Engineers and Architects, P.C., ("D&B") to proceed with engineering services, in connection with Contract No. DPW 06-930, Engineering Services Relative to the Town of Oyster Bay Storm Water Management Plan; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works/Highway, by memorandum dated May 11, 2020, requested Town Board authorization for D&B to provide services, under Contract No. DPW 06-930, Engineering Services Relative to the Town of Oyster Bay Storm Water Management Plan. In an amount not to exceed $20,000.00, such services to include:

- Preparation of 2020 SWMP Annual Report for Submittal to NYS Department of Environmental Conservation; and
- Municipal Facility, construction Site and Post-Construction SMP Inventories; and
- Municipal Facility Stormwater Self-Assessment; and
- Miscellaneous Town-Requested Stormwater Permit Compliance Services.

The services required of D&B are dictated by the varying directives set forth by the New York State Department of Environmental Conservation and the United States Environmental Protection Agency; and

WHEREFORE funds are available for this purpose in Account No. HWY H 5197 20000 000 2003 008,

NOW, THEREFORE, BE IT RESOLVED, That the request as herewith setforth is approved, and D&B Engineers and Architects, P.C., is hereby authorized to proceed with the aforementioned engineering services, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of $20,000.00 for Contract No. DPW 06-930, with funds to be drawn from Account No. HWY H 5197 20000 000 2003 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 |
| 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

MAY 11, 2020

TO: MEMORANDUM DOCKET

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

SUBJECT: CONTINUATION OF ENGINEERING SERVICES
CONTRACT NO. DPW 06-930
STORMWATER MANAGEMENT PLAN
D & B ENGINEERS AND ARCHITECTS, P.C.
ACCOUNT NO.: HWY H 5197 20000 000 2003 008
PROJECT ID: 2003HWYDB-11

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The consultant, D & B Engineers and Architects, P.C., provides engineering services for the Department of Planning and Development which are necessary for compliance with the Town's New York State Department of Environmental Conservation (NYSDEC) General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems.

As the services required of the consultant are dictated by the varying directives set forth by the NYSDEC and the United States Environmental Protection Agency (USEPA), the Department of Public Works requests funding authorizations for the consultant on a periodic basis in order to fulfill these obligations. This authorization request is to provide for services performed by the consultant for 2020.

Attached is a letter from D & B Engineers and Architects, P.C. dated April 9, 2020 concerning a request for authorization in the amount of $20,000.00 for on-going services to provide oversight services relative to the Town's Stormwater Management Program to include:

- Prepare 2020 SWMP Annual Report for Submittal to DEC
- Municipal Facility, Construction Site and Post-Construction SMP Inventories
- Municipal Facility Stormwater Self-Assessment
- Miscellaneous Town-Requested Stormwater Permit Compliance Services

Funds are available for this purpose in Account No. HWY H 5197 20000 000 2003 008.

It is hereby requested that the Town Board authorize D & B Engineers and Architects, P.C. with the above – noted engineering services fees in the amount of $20,000.00 relative to the Stormwater Management Plan, Contract DPW06-930.

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

RWL/JCT/MR/SC/sc
Attachment
cc: Town Attorney (w/9 copies)
Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
John Bishop, Deputy Commisioner/Highway

DPW06-930 - D&B - ON CALL SERVICE REQUEST 20,000

D&B ENGINEERS
AND
ARCHITECTS, P.C.

330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com



April 9, 2020

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

Attn: Matthew Russo, P.E.
Department of Engineering

Re: Proposal for 2020 Stormwater Management Program Services
MS4 Permit Compliance Activities
PWC 12-20

Dear Mr. Tassone:

D&B Engineers and Architects, P.C. (D&B), as the Town's consultant for on-call Environmental Science services, is pleased to provide this proposal to continue assisting the Town in maintaining its mandated compliance with the New York State Department of Environmental Conservation (DEC) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s). In 2017, DEC administratively extended the current version of the MS4 General Permit (No. GP-0-15-003) in order to maintain continuous coverage during the ongoing Permit renewal process. D&B has been closely monitoring the Permit renewal. Recently, DEC announced that they are working on a *revised* Draft MS4 General Permit, which is expected to be issued for public comment in 2020. It is anticipated that the MS4 General Permit renewal will include additional specific, clear and measurable permit conditions with an emphasis on documentation, information gathering, mapping and evaluation of existing programs.

As part of our annual municipal stormwater tasks for the Town, D&B will continue to monitor DEC's Permit renewal process, review the revised Permits and/or policy statements issued by DEC, and submit technical comments to DEC on behalf of the Town. If DEC renews the MS4 General Permit this year, D&B can provide a subsequent proposal at that time to address the updated MS4 General Permit provisions and offer selected services aimed at updating the Town's Stormwater Management Program (SWMP).

DEC and the United States Environmental Protection Agency (EPA) have been continuing to implement their municipal audit/inspection programs and enforce compliance with the mandated and implicit requirements of the current MS4 General Permit. While we cannot predict the severity, degree or scheduling of DEC and EPA future enforcement activities, please be aware that the Town is expected to continue implementing its SWMP to meet the specific conditions required for compliance with the MS4 General Permit.

As in previous years, our proposal focuses on the required Annual Report and offers selected services aimed at supporting the Town's SWMP in accordance with other provisions of the current MS4 General Permit and anticipated requirements of the MS4 General Permit renewal. We offer the following services based on our monitoring of MS4 General Permit renewal process and DEC/EPA enforcement activities, administrative orders, compliance schedules, fines and our understanding of the Permit provisions upon which they appear to be particularly focused:

**Task 1: Prepare 2020 SWMP Annual Report for Submittal to DEC**

To assist the Town in complying with the annual reporting requirements of the MS4 General Permit, D&B will:

- Review new or revised annual reporting requirements based on new policy statements, guidance memoranda, or forms from federal or state agencies;
- Consult with Town staff through email and/or via teleconference to conduct a review of current and anticipated MS4 General Permit requirements; and the Town's comprehensive SWMP activities since March 2019;
- Evaluate comments, if any, from DEC on last year's (2018-2019) SWMP Annual Report as applicable;
- Prepare a Draft SWMP Annual Report on the mandated DEC reporting form for review by the Town;
- Assist the Town in making the Draft SWMP Annual Report available for public review;
- Incorporate comments provided by the Town and/or the public on the Draft SWMP Annual Report as applicable; and
- Prepare the Final SWMP Annual Report for signature and submittal by the Town to DEC.

**Task 2: Municipal Facility, Construction Site and Post-Construction SMP Inventories**

In accordance with the current MS4 General Permit and to prepare for the anticipated information gathering and mapping requirements of the MS4 General Permit renewal, D&B will assist the Town in gathering information for the following three inventories:

- Municipal Facilities and Properties with the facility name, location of the facility (address and/or coordinates), receiving water, contact information, and activities, chemicals and materials present on site.
- Active Construction Sites with the location of the site (address and/or coordinates) and owner/operator contact information.

- Post-Construction Stormwater Management Practices (SMP) with the location of practice (address and/or coordinates), type of practice, maintenance schedule, maintenance procedures, and dates and type of maintenance performed. The inventory will include the following types of SMPs:
  - Town-owned
  - Privately-owned practices installed since March 10, 2003 (i.e., as part of a regulated construction project requiring coverage under the DEC SPDES General Permit for Stormwater Discharges from Construction Activity) that discharge to the Town's MS4, and
  - Practices found to cause or contribute to water quality standard violations.

As part of this task, D&B will consult with Town staff in person and/or via teleconference, and conduct a desktop review of readily available information, maps, drawings, aerial photographs and databases to compile the inventories. D&B will review the most recent DEC database of active and terminated regulated construction projects by year and county. D&B will identify the applicable private construction projects within the Town's jurisdiction that would have required a post-construction SMPs. D&B will then request and review the applicant-prepared surveys and/or as-built plans provided by the Town to catalog possible applicable practices.

D&B will prepare a tabular and mapped inventory of the identified Town facilities, active construction sites, and post-construction SMPs. The inventory will include attributes/fields for the information identified above.

**Task 3: Municipal Facility Stormwater Self-Assessment**

Section VII.A.6 of the General Permit requires the Town to conduct and document a stormwater self-assessment of Town operations once every three years. To address this important ongoing requirement of the Town SWMP, D&B will meet with Town staff to conduct stormwater pollution assessments of Town facilities and operations. It is proposed that ten (10) facilities be identified by the Town for assessment in 2020, which could include Highway, Central Vehicle Maintenance and Park facilities.

The self-assessment will begin with a brief introduction covering the requirements of the MS4 General Permit, an overview of the assessment process and the necessary documentation procedures. A visual inspection will then be conducted where operations are observed and potential stormwater quality impacts are identified and discussed. General best management practices that can be used to reduce the potential impact of operations on stormwater pollution will also be identified and discussed. D&B will provide documentation summarizing the findings of the stormwater self-assessment and recommended best management practices that could be implemented at the assessed Town facilities to minimize stormwater pollution.

**Task 4: Miscellaneous Town-Requested Stormwater Permit Compliance Services**

At the Town's request, D&B will undertake other stormwater permit compliance services beyond the scope of the above tasks. The purpose of this task is for the Town to be prepared to respond to relatively minor, unforeseen issues associated with the overall management and monitoring of the SWMP. Such unforeseen issues could include, but are not necessarily limited to, responding to DEC or EPA documentation requests; coordinating, scheduling and/or attending a meeting with DEC or EPA; supplementing other activities represented in this proposal; or assessment or inspection of a specific storm sewer system issue. These tasks will be addressed on a case by case basis in coordination with the Town. The advantage of this additional task is to be able to address relatively minor, unforeseen issues in a timely fashion without the need for change orders or other contract modifications.

**COST**

In order to accomplish this work, we propose to invoice for our work on time and expenses actually incurred in accordance with our engineering service contract referenced above, for a not-to-exceed fee structure as summarized in the table below:

| Deliverable | | Not-to-Exceed | Accepted |
|---|---|---|---|
| Task 1 | 2020 SWMP Annual Report | $4,000 | ☐ |
| Task 2 | Facility, Construction Site and SMP Inventories | $4,000 | ☐ |
| Task 3 | Municipal Facility Stormwater Self-Assessments (10) | $7,000 | ☐ |
| Task 4 | Miscellaneous Services | $5,000 | ☐ |
| | Total | $20,000 | |

We have appreciated the opportunity to assist the Town with stormwater management in the past and look forward to continuing those efforts. If there are any questions, please do not hesitate to call Meredith Byers at (516) 364-9890, Ext. 3035.

Very truly yours,

Steven A. Fangmann, P.E., BCEE
President and CEO

SAF/MBt/kb
cc: S. Chakraborti (TOB)
P. Sachs (D&B)
M. Byers (D&B)
♦PX10511\SAF051120JT-Ltr(R01)

Meeting of June 2, 2020 Resolution No. 284-2020

WHEREAS, John P Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 1, 2020, recommended that the Town Board authorize a refund to be paid to Simply Royal, LLC dba DESI NYC, 51 Church Road, Levittown, New York, in the amount of $3,000.00, to insure potential cleanup after the event, which event has been cancelled, due to the Covid-19 public health crisis; and

WHEREAS, Deputy Commissioner Bishop, by said memorandum, advised that the refund should be appropriated from Account No. TWN TA 0000 00030 416 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Highway Department is hereby authorized to issue a refund to Simply Royal, LLC dba DESI NYC, in the amount of $3,000.00, from Account No. TWN TA 0000 00030 416 0000, and payment of said refund is to be made by the Comptroller, upon presentation of a duly certified claim, after audit.

-#-

Reviewed By
Office of the Town Attorney
Elizabeth O. Faughnan

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**

May 1, 2020

**TO:** **MEMORANDUM DOCKET**

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

**SUBJECT: REFUND OF DEPOSIT FOR CLEANUP AFTER EVENT**

Town Board authorization is requested to refund $3,000.00 to Simply Royal, LLC dba DESI NYC, 51 Church Road, Levittown, NY 11756 for cleanup after event that has been cancelled due to the Covid-19 Pandemic. Therefore, Simply Royal, LLC should receive the $3,000.00 back.

This refund is to be appropriated from Account No. TWN TA 0000 00030 416 0000.

John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

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

TD Bank

1#3

ACCT# 7919857867
DATE: 02/04/2020

800-428-7000

TD BANK NA
P O BOX 1377
LEWISTON, ME 04243-1377

1345-MTD680000205204293 07-000000

TOWN OF OYSTER BAY
DEMAND ACCOUNT
OFFICE OF THE COMPTROLLER
74 AUDREY AVENUE
OYSTER BAY NY 11771-1504

THE FOLLOWING ITEM(S) THAT WERE DEPOSITED INTO ACCT #[redacted] HAVE BEEN RETURNED UNPAID. WE HAVE DEBITED YOUR ACCOUNT AS INDICATED BELOW. THE ASSOCIATED FEES WILL BE REFLECTED ON YOUR MONTHLY ANALYSIS STATEMENT. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT US AT THE NUMBER LISTED ABOVE.

| CHECK# | DEPOSIT DATE | CHECK AMOUNT | REFERENCE# | RETURN REASON |
|---|---|---|---|---|
| 4548 | 01/31/2020 | 3,000.00 | 717202661 | NON SUFFICIENT FUNDS |

| | |
|---|---|
| TOTAL ITEM(S) | 1 |
| TOTAL AMOUNT | $3,000.00 |

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

99

*211274450*
02/04/2020
0000007576385 26

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON (A)
NOT SUFFICIENT FUNDS

Cash Letter 1 of 1
Bundle 1 of 1
Item 1 of 1

NSF NSF

SIMPLY ROYAL LLC
61 CHURCH RD
LEVITTOWN, NY 11756-2226

4548
1-2/210

DATE 1/14/20

PAY TO THE ORDER OF Tob $ 3,000.00

THREE THOUSAND DOLLARS

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

MEMO Holi Hicksville

[redacted]

[redacted]

[redacted]

[redacted]

⑆021000021⑆ 492027⑈ 0202/TE/TO 1092E1021E01

DEPOSIT TICKET

TOWN OF OYSTER BAY
74 AUDREY AVENUE
OYSTER BAY, NY 11771

TD Bank
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| DATE 3-5-20 | DOLLARS | CENTS |
|---|---|---|
| CURRENCY | | |
| COIN | | |
| CHECKS (List each separately) | | |
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[redacted]

$ 3,000.00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL. A HOLD FOR UNCOLLECTED FUNDS MAY BE PLACED ON FUNDS DEPOSITED BY CHECK OR SIMILAR INSTRUMENT. THIS COULD DELAY YOUR ABILITY TO WITHDRAW SUCH FUNDS. THE DELAY IF ANY, WOULD NOT EXCEED THE PERIOD OF TIME PERMITTED BY LAW.

10:48AM 03/05/20 *7867 COMMER DEP $3,000.00 4867

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Meeting of June 2, 2020 Resolution No. 285-2020

Reviewed By
Office of Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 269-2019, adopted on May 7, 2019, granted the Petition of KIMCO JERICHO MI LLC, KIMCO BIRCHWOOD JERICHO SOUTH LLC, KIMCO BIRCHWOOD JERICHO LOT LLC, JERICHO ATRIUM 1761 LLC, and KIMCO BIRCHWOOD JERICHO OFFICE LLC, fee owners and ground lessees, for a Special Use Permit and Site Plan Approval to allow for the construction of a ninety-three (93) room limited service hotel, and the incorporation of said hotel into the area of the property where the Milleridge Inn, restaurant, Milleridge Cottage, and Milleridge Village shops are situated, on property located in a "GB" (General Business) District, on the east side of North Broadway (NYS Route 106) and the south side of the access road to Jericho Turnpike (NYS Route 25), Jericho, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block A, Lots 859, 861, 952, 953, 956, 1075, 1077, 1078, 1127, 1334, 1341, 1343, 1345, 1351, and 1352, on the Land and Tax Map of Nassau County; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 9.3.5, Expiration, provides that the approval of a Special Use Permit shall expire in the event that the approved use and/or site development is not commenced within one year after the date the Special Use Permit was granted, unless an extension of the time is granted; and

WHEREAS, the applicants, through their attorneys, Weber Law Group, LLP, by letter dated April 9, 2020, requested an extension of time from the current expiration date of May 7, 2020; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated May 11, 2020, recommended that a six (6) month extension of time be granted, from the current expiration date of May 7, 2020, nunc pro tunc,

NOW, THEREFORE, BE IT RESOLVED, That the request of Weber Law Group, LLP, attorneys for applicants, for a six (6) month extension of time, from the current expiration date of May 7, 2020, to commence the approved use and/or site development is hereby GRANTED, nunc pro tunc, and the same terms and conditions effective pursuant to Town Board Resolution No. 269-2019, adopted on May 7, 2019, shall prevail.

-#-

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

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

TOWN OF OYSTER BAY
# Inter-Departmental Memo

May 11, 2020

To : MEMORANDUM DOCKET

From : ELIZABETH MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING & DEVELOPMENT

Subject: **REQUEST FOR EXTENSION OF TIME FOR SPECIAL USE PERMIT AND APPROVED SITE PLAN**
**TOWN BOARD RESOLUTION # 269-2019**
**PETITION OF KIMCO JERICHO MI, LLC**
**585 NORTH BROADWAY JERICHO, NY**
**SECTION: 12 BLOCK: A LOTS: 859,861,952,953, 956,1075,1077,1078,1127,1334,1341,1343,1345,1351 & 1352**

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This Department is in receipt of correspondence, dated April 9, 2020 from Bram D. Weber of Weber Law Group LLP requesting an extension of time to obtain a certificate of occupancy for the above captioned premises (see attached). It is my recommendation that a one (1) year extension of time should be granted from the current expiration date of May 7, 2020 to May 7, 2021, nunc pro tunc.

The same terms and conditions should prevail as contained in Town Board Resolution No.269-2019 dated May 7, 2019.

Elizabeth L. Maccarone
ELIZABETH L. MACCARONE
COMMISSIONER

ELM/dg
Enclosure

cc: Legislative Affairs (9 copies w/att.)

WEBER LAW GROUP LLP

April 9, 2020

**VIA FEDERAL EXPRESS**

Supervisor Joseph S. Saladino and
Members of the Oyster Bay Town Board
54 Audrey Avenue
Oyster Bay, New York 11771

Attention: Leslie Maccarone, Commissioner, Department of Planning and Development

Re: Marriott Residence Inn at Jericho Commons
Special Use Permit Extension Request - Resolution No. 269-2019 (May 7, 2019)

Dear Supervisor Saladino and Members of the Town Board:

This firm is legal counsel to Kimco Jericho MI LLC, and affiliated entities (collectively, the "Applicant") in the matter of the Marriott Residence Inn at Jericho Commons, approved by special use permit by the Oyster Bay Town Board on May 7, 2019. This letter requests an extension of the special use permit pursuant to Section 246-9.3.4 of the Town Code.

Subsequent to the approval of the special use permit, the Applicant obtained variances required for the project from the Zoning Board of Appeals on January 30, 2020. Additionally, the Applicant submitted its plans for the site work for the hotel on or about April 6, 2020. It is respectfully submitted, therefore, that the Applicant has shown its commitment to the project and its ability to deliver on its promises regarding this important economic development initiative.

Thank you for your consideration of this special use permit extension request. The Town's ability to serve the public under the current difficult circumstances is an example of the tremendous leadership and work ethic of the Town Board, the Town commissioners, staff, and employees.

Respectfully submitted,

Bram D. Weber

LONG ISLAND 290 BROADHOLLOW ROAD, SUITE 200E, MELVILLE, NEW YORK 11747
P: 631-549-2000 F: 631-549-2015
NEW YORK CITY 10 EAST 40TH STREET, SUITE 1710, NEW YORK, NEW YORK 10016
P: 212-888-0090
WWW.WEBERLAWGROUP.COM

Reviewed By
Office of Town Attorney

WHEREAS, KIMCO JERICHO MI LLC, KIMCO BIRCHWOOD JERICHO SOUTH LLC, KIMCO BIRCHWOOD JERICHO LOT LLC, JERICHO ATRIUM 1761 LLC, and KIMCO BIRCHWOOD JERICHO OFFICE LLC, fee owners and ground lessees, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit and Site Plan Approval to allow for the construction of a ninety-three (93) room limited service hotel, and the incorporation of said hotel into the area of the property where the Milleridge Inn, restaurant, Milleridge Cottage, and Milleridge Village shops are situated, on property located in a "GB" (General Business) District, on the east side of North Broadway (NYS Route 106) and the south side of the access road to Jericho Turnpike (NYS Route 25), Jericho, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block A, Lots 859, 861, 952, 953, 956, 1075, 1077, 1078, 1127, 1334, 1341, 1343, 1345, 1351, and 1352, on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on December 11, 2018 and January 29, 2019, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its Quality Review Report regarding the environmental impacts contemplated by said Petition; and

WHEREAS, the Quality Review Report was dated March 26, 2019, 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. 10296-19, adopted on March 28, 2019, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on 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, Department of Planning and Development, by memoranda dated July 24, 2018 and November 29, 2018 has advised that the Department of Planning and Development has reviewed the following ten (10) plans prepared by Robert W. Hutteman, P.E., Liro Engineers Inc., Mineola, New York, one (1) plan prepared by William W. Johnson, R.L.A., Liro Engineers Inc., Mineola, New York, and six (6) plans prepared by Greg L. Allwine, R.A., Greg L. Allwine Architect, Seattle, Washington:

| SHEET NO. | TITLE | PREPARED BY | DATE |
|---|---|---|---|
| EX-1 | EXISTING CONDITIONS AND SITE REMOVAL PLAN | Robert W. Hutteman, P.E. | 08/20/18 |
| OP-1 | OVERALL SITE LAYOUT PLAN | Robert W. Hutteman, P.E. | 08/20/18 |
| C-1 | SITE LAYOUT PLAN | Robert W. Hutteman, P.E. | 08/20/18 |
| C-2 | GRADING DRAINAGE & UTILITY PLAN | Robert W. Hutteman, P.E. | 08/20/18 |
| C-3 | SITE DETAILS | Robert W. Hutteman, P.E. | 08/20/18 |
| C-4 | SANITARY AND DRAINAGE DETAILS | Robert W. Hutteman, P.E. | 08/20/18 |
| C-5 | SITE LIGHTING PLAN | Robert W. Hutteman, P.E. | 08/20/18 |
| EC-1 | EROSION CONTROL PLAN | Robert W. Hutteman, P.E. | 08/20/18 |
| EC-2 | EROSION CONTROL DETAILS | Robert W. Hutteman, P.E. | 08/20/18 |
| MS-1 | MASTER SIGNAGE PLAN | Robert W. Hutteman, P.E. | 08/20/18 |
| L-1 | LANDSCAPING PLAN | William W. Johnson, R.L.A. | 08/20/18 |
| A101 | GROUND FLOOR PLAN | Greg L. Allwine, R.A. | 03/16/18 |
| A102 | SECOND FLOOR PLAN | Greg L. Allwine, R.A. | 10/09/18 |
| A103 | THIRD FLOOR PLAN | Greg L. Allwine, R.A. | 03/16/18 |
| A105 | ROOF PLAN | Greg L. Allwine, R.A. | 03/16/18 |
| A200 | EXTERIOR ELEVATIONS | Greg L. Allwine, R.A. | 10/09/18 |
| A201 | EXTERIOR ELEVATIONS | Greg L. Allwine, R.A. | 10/09/18 |

WHEREAS, said Commissioner further reports that the plans submitted, as modified, 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 KIMCO JERICHO MI LLC, KIMCO BIRCHWOOD JERICHO SOUTH LLC, KIMCO BIRCHWOOD JERICHO LOT LLC, JERICHO ATRIUM 1761 LLC, and KIMCO BIRCHWOOD JERICHO OFFICE LLC, fee owners and ground lessees, for a Special Use Permit and Site Plan Approval to allow for the construction of a ninety-three (93) room limited service hotel, and the incorporation of said hotel into the area of the property where the Milleridge Inn, restaurant, Milleridge Cottage, and Milleridge Village shops are situated, on property located in a "GB" (General Business) District, on the east side of North Broadway (NYS Route 106) and the south side of the access road to Jericho

Turnpike (NYS Route 25), Jericho, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block A, Lots 859, 861, 952, 953, 956, 1075, 1077, 1078, 1127, 1334, 1341, 1343, 1345, 1351, and 1352, on the Land and Tax Map of Nassau County; and it is further

RESOLVED, That the Petition of KIMCO JERICHO MI LLC, KIMCO BIRCHWOOD JERICHO SOUTH LLC, KIMCO BIRCHWOOD JERICHO LOT LLC, JERICHO ATRIUM 1761 LLC, and KIMCO BIRCHWOOD JERICHO OFFICE LLC, fee owners and ground lessees, for a Special Use Permit and Site Plan Approval to allow for the construction of a ninety-three (93) room limited service hotel, and the incorporation of said hotel into the area of the property where the Milleridge Inn, restaurant, Milleridge Cottage, and Milleridge Village shops are situated, on property located in a "GB" (General Business) District, on the east side of North Broadway (NYS Route 106) and the south side of the access road to Jericho Turnpike (NYS Route 25), Jericho, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block A, Lots 859, 861, 952, 953, 956, 1075, 1077, 1078, 1127, 1334, 1341, 1343, 1345, 1351, and 1352, on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described as follows:

**SCHEDULE A**

**AS TO LOTS 859, 861, 952, 1077, AND 1078:**

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

BEGINNING at a point on the southeasterly side of the access road running from Massapequa-Glen Cove Road to Jericho Turnpike, said point of BEGINNING being at the northeasterly end of the curve having a radius of 140 feet and a length of 104.56 feet, which connects the southeasterly side of said access road with the northeasterly side of Broadway (Massapequa-Glen Cove Road);

RUNNING THENCE North 42 degrees 48 minutes 46 seconds East along the southeasterly side of said access road, 212.65 feet;

THENCE South 32 degrees 16 minutes 00 seconds East, 121.22 feet;

THENCE North 42 degrees 14 minutes 50 seconds East, 34.51 feet;

THENCE North 68 degrees 17 minutes 50 seconds East, 40.20 feet;

THENCE North 72 degrees 47 minutes 20 seconds East 37.50 feet;

THENCE North 77 degrees 32 minutes 20 seconds East 43.10 feet;

THENCE North 80 degrees 39 minutes 30 seconds East 176.25 feet;

THENCE South 11 degrees 08 minutes 30 seconds East, 393.10 feet;

THENCE South 82 degrees 50 minutes (record, 52 minutes, actual) 10 seconds West, 228.30 feet;

THENCE South 74 degrees 33 minutes 34 seconds West, 157.33 feet;

THENCE South 35 degrees 22 minutes 30 seconds West, 58.02 feet to the northeasterly side of Massapequa-Glen Cove Road;

THENCE along the northeasterly side of said road the following two (2) courses and distances:

1. North 46 degrees 28 minutes 55 seconds West, 199.08 feet;
2. North 31 degrees 32 minutes 34 seconds West, 150.48 feet to the southwesterly end of the connecting curve first above mentioned;

THENCE Northeasterly along the said connecting curve bearing to the right, having a radius of 140 feet, a distance along said curve of 104.56 feet to the southeasterly side of the above mentioned access road at the point or place of BEGINNING.

**AS TO LOT 953:**

ALL that certain plot, piece or parcel of land, situate, lying and being at Jericho, Town of Oyster Bay, County of Nassau, State of New York, designated as Section 12 Block A Lot 953 on the Land and Tax Map of Nassau County, bounded and described as follows:

BEGINNING at a point on the southerly side of Jericho Turnpike, as widened (access road) distant 212.65 feet easterly from the extreme easterly end of a curve having a radius of 140 feet a length of 104.56 feet, which curve connects the southerly side of Jericho

Turnpike (access road) with the easterly side of Massapequa-Glen Cove Road (Hicksville Jericho Highway), said point of BEGINNING being the extreme northeasterly corner of land formerly of Miller's Eat Shoppe Co., Inc.;

RUNNING THENCE North 42 degrees 48 minutes 46 seconds East along the southerly side of Jericho Turnpike as widened, 440.53 feet;

THENCE South 14 degrees 19 minutes 45 seconds East, 40.26 feet;

THENCE South 12 degrees 50 minutes 10 seconds East, 304.84 feet to land formerly of Miller's Eat Shoppe Co., Inc.;

THENCE along said last mentioned land the following six (6) courses and distances:

1. South 80 degrees 39 minutes 30 seconds West, 176.25 feet;
2. South 77 degrees 32 minutes 20 seconds West, 43.10 feet;
3. South 72 degrees 47 minutes 20 seconds West, 37.50 feet;
4. South 68 degrees 17 minutes 50 seconds West 40.20 feet;
5. South 42 degrees 14 minutes 50 seconds West 34.51 feet;
6. North 32 degrees 16 minutes West, 121.22 feet to the southerly side of Jericho Turnpike at the point or place of BEGINNING.

**AS TO LOT 1334:**

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

BEGINNING at a point on the westerly side of Merry Lane, distant 239.17 feet southerly from the corner formed by the intersection of the westerly side of Merry Lane with the southerly side of Jericho Turnpike;

RUNNING THENCE Southerly along the westerly side of Merry Lane, along the arc of a curve bearing to the left, having a radius of 429.51 feet, a distance of 86.24 feet;

THENCE South 45 degrees 52 minutes 50 seconds West, 136.80 feet;

THENCE South 38 degrees 48 minutes 30 seconds East, 177.47 feet;

THENCE South 59 degrees 20 minutes 00 seconds East,70.00 feet;

THENCE South 41 degrees 52 minutes 48 seconds West, 364.78 feet;

THENCE North 19 degrees 11 minutes 18 seconds West, 288.00 feet;

THENCE North 21 degrees 06 minutes 05 seconds West, 151.90 feet;

THENCE North 71 degrees 53 minutes 51 seconds East, 152.17 feet;

THENCE Easterly along the arc if a curve bearing to the right, having a radius of 204.00 feet, a distance of 227.68 feet to the westerly side of Merry Lane, the point or place of BEGINNING.

**AS TO LOT 1341:**

ALL that certain plot, piece or parcel of land, situate, lying and being PART OF (FORMER) LOT No. 1335, Block A, Section 12, on the Land and Tax Map of Nassau County, situated at Jericho, Town of Oyster Bay, Nassau County, New York.

BEGINNING of following five (5) courses and distances from the intersection of the easterly side of Hicksville-Jericho Road (Broadway, Massapequa-Glen Cove Road) with the northerly side of Village Drive (Marginal Road);

1. Northerly along the easterly side of said Hicksville-Jericho Road, a distance of 1506.36 feet;
2. North 66 degrees 32 minutes 08 seconds East, a distance of 186.00 feet;
3. North 23 degrees 27 minutes 52 seconds West, a distance of 230.27 feet;
4. North 74 degrees 48 minutes 18 seconds East, a distance of 151.16 feet;
5. North 19 degrees 11 minutes 18 seconds West, a distance of 58.66 feet to the point of BEGINNING;

RUNNING THENCE from said point of BEGINNING North 19 degrees 11 minutes 18 seconds West, a distance of 46.60 feet;

THENCE North 41 degrees 52 minutes 48 seconds East, a distance of 364.78 feet to land shown on the Map of Birchwood at Jericho – Section No. 4-A;

THENCE South 59 degrees 20 minutes 00 seconds East, a distance of 429.20 feet along land shown on said Map of Birchwood at Jericho – Section No. 4-A;

THENCE South 10 degrees 23 minutes 10 seconds West, a distance of 193.28 feet, partly along land shown on said Map of Birchwood at Jericho – Section No. 4-A and partly along land shown on Map of Birchwood at Jericho – Section No. 3;

THENCE North 80 degrees 34 minutes 16 seconds West, a distance of 570.24 feet to the point or place of BEGINNING.

**AS TO LOT 1352:**

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

BEGINNING at a point on the easterly side of Hicksville-Jericho Road (Broadway, Massapequa-Glen Cove Road, NYS Route 106, NYS Route 107), 1,075.39 feet measured northerly along the easterly side of said Hicksville-Jericho Road from the intersection of the easterly side of said Hicksville-Jericho Road with the northerly side of Village Drive (Marginal Road);

RUNNING THENCE from said point of BEGINNING North 28 degrees 50 minutes 12 seconds West, a distance of 324.43 feet along the easterly side of said Hicksville-Jericho Road;

THENCE North 61 degrees 37 minutes 54 seconds East, a distance of 20.87 feet;

THENCE South 28 degrees 22 minutes 06 seconds East, a distance of 60.51 feet;

THENCE North 61 degrees 37 minutes 54 seconds East, a distance of 229.20 feet;

THENCE North 09 degrees 37 minutes 43 seconds East, a distance of 84.34 feet;

THENCE North 31 degrees 11 minutes 35 seconds West, a distance of 52.95 feet;

THENCE South 59 degrees 01 minutes 37 seconds West, a distance of 305.98 feet to the easterly side of Hicksville-Jericho Road;

THENCE North 44 degrees 23 minutes 12 seconds West, a distance of 60.77 feet along the easterly side of Hicksville-Jericho Road;

THENCE North 66 degrees 32 minutes 08 seconds East, a distance of 320.00 feet;

THENCE North 19 degrees 11 minutes 18 seconds West, a distance of 267.67 feet;

THENCE South 80 degrees 34 minutes 16 seconds East, a distance of 570.23 feet to lands shown on the Map of Birchwood at Jericho, Section No. 3;

THENCE the following two (2) courses and distances along lands shown on the Map of Birchwood at Jericho, Section No. 3:

1. South 4 degrees 03 minutes 30 seconds West, a distance of 190.58 feet;
2. South 14 degrees 02 minutes 54 seconds East, a distance of 345.30 feet;

THENCE North 86 degrees 12 minutes 10 seconds West, a distance of 270.00 feet;

THENCE South 67 degrees 16 minutes 00 seconds West, a distance of 372.07 feet to the easterly side of said Hicksville-Jericho Road at the point or place of BEGINNING.

**AS TO LOT 1351:**

ALL that certain plot, piece or parcel of land, situate, lying and being at Jericho, 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 Hicksville-Jericho Road (Broadway, Massapequa-Glen Cove Road, NYS Route 106, NYS Route 107), 1,399.82 feet measured northerly along the easterly side of said Hicksville-Jericho Road from the intersection of the easterly side of said Hicksville-Jericho Road with the northerly side of Village Drive (Marginal Road);

RUNNING THENCE from said point of BEGINNING the following two (2) courses and distances along the easterly side of Hicksville-Jericho Road:

1. North 28 degrees 50 minutes 12 seconds West, a distance of 23.76 feet;
2. North 44 degrees 23 minutes 12 seconds West, a distance of 22.03 feet;

THENCE North 59 degrees 01 minutes 37 seconds East, a distance of 305.98 feet;

THENCE South 31 degrees 11 minutes 35 seconds East, a distance of 52.95 feet;

THENCE South 09 degrees 37 minutes 43 seconds West, a distance of 84.34 feet;

THENCE South 61 degrees 37 minutes 54 seconds West, a distance of 229.20 feet;

THENCE North 28 degrees 22 minutes 06 seconds West, a distance of 60.51 feet;

THENCE South 61 degrees 37 minutes 54 seconds West, a distance of 20.87 feet to the easterly side of said Hicksville-Jericho Road at the point or place of BEGINNING.

**AS TO LOTS 1127, 1343 and 1345:**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Jericho, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the northeasterly corner of the premises to be described distant the following three (3) courses and distances from the intersection of the northeasterly corner of land now or formerly of Miller's Eat Shoppe Co., Inc. formerly Halleran and the northwesterly corner of land now or formerly of Jericho Water District with the southeasterly side of the Access Road leading from the easterly side of Massapequa-Glen Cove Road (NYS Route 107) to the southerly side of Jericho Turnpike:

1. South 14 degrees 19 minutes 45 seconds East 40.26 feet;
2. South 12 degrees 50 minutes 10 seconds East, 304.84 feet;
3. South 11 degrees 08 minutes 30 seconds East 393.10 feet;

RUNNING THENCE from said point of BEGINNING South 11 degrees 08 minutes 30 seconds East, along land now or formerly of Floyd Bennett Stores, 209.10 feet;

THENCE South 74 degrees 34 minutes 00 seconds West, still along land now or formerly of Floyd Bennett Stores, 320.00 feet;

THENCE North 36 degrees 21 minutes 20 seconds West, 50.00 feet;

THENCE North 40 degrees 05 minutes 40 seconds West, 156.83 feet;

THENCE North 46 degrees 28 minutes 55 seconds West, 18.00 feet;

THENCE North 35 degrees 22 minutes 30 seconds East, 58.02 feet;

THENCE North 74 degrees 33 minutes 00 seconds East 157.33 feet;

THENCE North 82 degrees 50 minutes 10 seconds East 228.30 feet to the point or place of BEGINNING.

**AS TO LOT 956:**

ALL that certain plot, piece or parcel of land, situate, lying and being at Jericho, Town of Oyster Bay, Nassau County, N.Y., Tax Map Designation, Section 12, Block A, Lot 956:

BEGINNING at a point on the easterly side of Hicksville-Jericho Road (NYS Route 106 and 107), 471.34 feet northerly from the intersection of the easterly side of Hicksville-Jericho Road (NYS Route 106 and 107) with the northerly side of Village Drive;

RUNNING THENCE along the easterly side of Hicksville-Jericho Road (NYS Route 106 and 107), the following two (2) courses and distances:

1. Northerly along the arc of a curve bearing to the right having a radius of 4,075.00 feet, a distance of 70.19 feet;
2. North 23 degrees 35 minutes 32 seconds West, 129.68 feet;

THENCE North 62 degrees 30 minutes 55 seconds East, 154.00 feet;

THENCE South 23 degrees 35 minutes 32 seconds East, 200.00 feet;

THENCE South 62 degrees 30 minutes 55 seconds West, 150.22 feet to the point or place of BEGINNING.

**AS TO LOT 1075:**

ALL that certain plot, piece or parcel of land, situate, lying and being at Jericho, 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 Hicksville-Jericho Road (Broadway, Massapequa-Glen Cove Road), distant 671.21 feet northerly from the corner formed by the intersection of the easterly side of Hicksville-Jericho Road and the northerly side of Marginal Road as shown on Map of Birchwood at Jericho Section No. 1;

RUNNING THENCE along the easterly side of Hicksville-Jericho Road, the following courses and distances:

1. North 23 degrees 35 minutes 32 seconds West, 232.49 feet;
2. North 28 degrees 50 minutes 12 seconds West, 171.69 feet;

THENCE North 67 degrees 16 minutes 00 seconds East, 372.07 feet;

THENCE South 86 degrees 12 minutes 10 seconds East, 270.00 feet to the westerly extremity of Market Street;

THENCE along the same South 14 degrees 02 minutes 54 seconds East, 42.02 feet;

THENCE South 10 degrees 16 minutes 00 seconds West, 417.03 feet;

THENCE South 24 degrees 44 minutes 20 seconds West, 100.41 feet;

THENCE South 62 degrees 30 minutes 55 seconds West, 128.40 feet;

THENCE North 23 degrees 35 minutes 32 seconds West, 200.00 feet;

THENCE South 62 degrees 30 minutes 55 seconds West, 154.00 feet to the easterly side of Hicksville-Jericho Road at the point or place of BEGINNING.

EXCEPTING therefrom all that certain plot, piece or parcel of land, situate, lying and being at Jericho, Town of Oyster Bay, Nassau County, New York, Nassau County Tax Map Designation: Section 12, Block A, part of Lots 956 and 1075;

BEGINNING at a point on the easterly side of Hicksville-Jericho Road (NYS Route 106 and 107), 471.34 feet northerly from the intersection of the easterly side of Hicksville-Jericho Road (NYS Route 106 and 107) with the northerly side of Village Drive;

RUNNING THENCE Northerly along the easterly side of Hicksville-Jericho Road (NYS Route 106 and 107) along the arc of a curve bearing to the right having a radius of 4075.00 feet, a distance of 70.01 feet;

THENCE North 62 degrees 30 minutes 55 seconds East, 92.58 feet;

THENCE South 79 degrees 21 minutes 22 seconds East, 68.02 feet;

THENCE North 62 degrees 30 minutes 55 seconds East, 167.66 feet to the westerly line of Map of Birchwood at Jericho, Section No. 3;

THENCE South 24 degrees 44 minutes 20 seconds West, along said Map, 45.71 feet to land now or formerly of A. & J. Jackson;

THENCE South 62 degrees 30 minutes 55 seconds West, along said land, 278.62 feet to the point or place of BEGINNING.

and be it further

RESOLVED, That 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 in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated November 29, 2018, the seventeen (17) plans described herein are hereby approved.

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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 | Recused |
| Councilwoman Johnson | Recused |
| Councilman Imbroto | Aye |
| Councilman Hand | Aye |
| Councilman Labriola | Aye |



cc: Supervisor
Town Attorney
Comptroller
Planning & Development

WHEREAS, by Resolution No. 557-2019, adopted on September 17, 2019, the Town Board authorized and approved Change Order No. 1 with respect to Contract No. DPW15-124, relative to the Installation of Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, for a total net increase in the amount of $3,268.53; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated May 18, 2020, and Cashin Associates, P.C., Consultant, by letter dated April 15, 2020, advised that the original contract completion date of Contract No. DPW15-124, relative to the Installation of Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, was April 3, 2019, but due to a widened scope of work which was encompassed in the previously approved Change Order No. 1, it was necessary to increase the contract length by two (2) calendar days, and Commissioner Lenz recommended that the Town Board authorize said extension of the contract length by two (2) calendar days until April 5, 2019; and

WHEREAS, Commissioner Lenz, by said memorandum, and Cashin Associates, P.C., by said letter, also advised that Cashin Associates P.C. absorbed an $800 filing fee due from Hinck Electrical Contractor, Inc., to the Nassau County Department of Health for obtaining a permit accepting and approving the operation of the recently installed diesel generator at John J. Burns Park, in Massapequa, resulting in a total net decrease of $800.00, which such decrease is encompassed in Change Order No. 2, and Commissioner Lenz recommended that the Town Board authorize said Change Order No. 2; and

WHEREAS, Commissioner Lenz, by said memorandum further advised that said funds credited from the described Change Order No. 2 in the amount of $800.00 are available in Account No. TWN A 0001 04089 594 0000; and

WHEREAS, Cashin Associates, P.C., also advised by said letter, that a final inspection has been made of the work performed under Contract No. DPW15-124, and has certified that the Contractor, Hinck Electrical Contractor, Inc., 75 Orville Drive, Bohemia, New York, has complied with all of the requirements of the Contract, and Commissioner Lenz, by the aforementioned memorandum, advised that the Department of Public Works concurs with the Consultant Engineer that this Contract be accepted as having been completed, and that final payment be made to the Contractor; that work was scheduled to be completed on April 3, 2019, and was completed on April 5, 2019; and that final construction costs were in the amount of $1,350,418.53, taking into consideration the effect of Change Order No. 1 and the net decrease set forth hereinabove; and

Reviewed By
Office of Town Attorney
Elizabeth A. Jacobsen

Resolution No. 286-2020

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated January 6, 2020, concurred with the recommendation of final acceptance of this project; and

WHEREAS, the Office of the Town Attorney and the Office of the Comptroller, by separate memoranda dated December 3, 2019 and December 2, 2019, respectively, stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this Contract,

WHEREAS, funds are available in Account No. IGA CD 8689 27000 550 CN17,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Change Order No. 2, relative to the Construction Phase of Contract No. DPW15-124, relative to the Installation of Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, is hereby approved, and the Supervisor, or his designee, is hereby authorized and directed to sign Change Order No. 2, for a total net decrease in the amount of $800.00, setting forth the net decrease; and be it further

RESOLVED, That the recommendations as hereinabove set forth, relative to Contract DPW15-124 Installation of Permanent Generators at Critical Facilities in Massapequa and Massapequa Park to be accepted as being complete, at a final construction cost of $1,350,418.53, an extension of time for completion be ratified to April 5, 2019 are hereby accepted and approved; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, after the customary review of the engineer's certificate, upon submission of a duly certified claim, after audit.

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

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

11

# TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

May 18, 2020

TO: MEMORANDUM DOCKET

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

SUBJECT: EXTENSION OF TIME, CHANGE ORDER NO. 2, ACCEPTANCE & FINAL PAYMENT
INSTALLATION OF PERMANENT GENERATORS AT CRITICAL FACILITIES IN MASSAPEQUA AND MASSAPEQUA PARK
CONTRACT NO. DPW15-124
ACCOUNT NO. TWN-A-0001-04089-594-0000

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Attached is a copy of a letter dated April 15, 2020 from Cashin Associates, P.C. recommending an extension of time be granted to Hinck Electrical Contractor, Inc. for this project.

The original contract completion date was April 3, 2019 however due to a widened scope of work, as explained in the attached letter by Cashin Associates, P.C. it was necessary to increase the contract length by two (2) calendar days.

Also in the attached letter from Cashin Associates, P.C. dated April 15, 2020, is Change Order No. 2 for a total net decrease to the contract in the amount of $800.00. This decrease is due to a filing fee, due from Hinck Electrical Contractor, Inc. but absorbed by Cashin Associates, P.C., from the Nassau County Department of Health for obtaining a permit accepting and approving the operation of the recently installed diesel generator at John J. Burns Park in Massapequa.

Funds credited from the described Change Order No. 2 in the amount of $800.00 are available in Account No. TWN-A-0001-04089-594-0000.

Also attached herewith are:

1. A letter dated April 15, 2020 from Cashin Associates, P.C. recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate dated 5/13/2020.
3. A statement from the Town Attorney's office indicating that there are no legal hindrances.
4. A statement from the Town Comptroller indicating that there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Intergovernmental Affairs concurs with final acceptance.

Work under this contract was directed to proceed as of August 7, 2018, to be completed within 240 calendar days on April 3, 2019. Actual work was completed on April 5, 2019.

Final construction costs amount to $1,350,418.53. Funds are available in Account No. IGA CD 8689 27000 550 CN17.

Therefore, we request the Town Board authorize, by resolution, the above-mentioned extension of time, Change Order No. 2, and we hereby concur with Cashin Associates, P.C. that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

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

RWL/JCT/MR/BK/lk
Attachments

cc: Town Attorney (w/9 copies)
Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Frank Sammartano, Commissioner/IGA
Lori Kabelka, Engineering Division/DPW

DPW15-124 Docket Final Acceptance CO2 & Ext of Time

Cashin Associates, P.C.
ENGINEERING • PLANNING • CONSTRUCTION MANAGEMENT
Est. 1959

April 15, 2020

Richard W. Lenz, P.E., Commissioner
Department of Public Works
Division of Engineering
150 Miller Place
Syosset, NY 11791

Via US MAIL & email: bkunzig@oysterbay-ny.gov

Re: Permanent Generators at Critical Facilities
Massapequa & Massapequa Park
Contract No. DPW15-124

Dear Commissioner Lenz,

Cashin Associates, P.C. is writing to confirm that that work performed under the Town of Oyster Bay's Contract No. DPW15-124 "Permanent Generators at Critical Facilities Massapequa & Massapequa Park" has been reviewed and found to be complete as of April 5, 2019.

Cashin Associates, P.C. also recommends the Town Board accept a credit to the Town in the amount of $800.00 in the form of Change Order No. 2 regarding permitting fees associated with the approval of completed works for petroleum bulk storage by the Nassau County Department of Health.

The final approved contract amount for the project is $1,350,418.53. At this time we recommend the Town take final acceptance of the work and approve the attached Change Order No. 2 resulting in an $800.00 credit to the Town. We also recommend that the contract completion date be extended by two calendar days to April 5, 2019 in consideration of time necessary to complete change order work authorized under the contract.

If you have any questions, or require any additional information, please fee free to contact me.

Very truly yours,
**CASHIN ASSOCIATES, P.C.**

Jim Meurer, P.E.
Chief MEP Engineer

Cc: Brian Kunzig, Town of Oyster Bay

i:\projects\town of oyster bay\15034.100 permanent generators for critical facilities\correspondence\ltr lenz 2020-04-15 final acceptance rev1.doc

1200 Veterans Memorial Highway • Hauppauge, NY 11788 • 631-348-7600 • FAX 631-348-7601
www.cashinassociates.com

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: *Village of Oyster Bay*

PROJECT: TOBAY Permanent Generator @ Critical Facilities DPW 15-124

APPLICATION NO.:
PERIOD TO: 7/31/2019
PROJECT NOS.: 7/31/2019

9 Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

FROM CONTRACTOR:
*Hinck Electrical Contractor, Inc.*
*75 Orville Drive*
*Bohemia, NY 11716*

VIA ENGINEER:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT. SPREADSHEET SHOWING BREAKDOWN OF ITEMS IS ATTACHED.

| | | |
|---|---|---|
| 1. **ORIGINAL CONTRACT SUM** | | $ 1,347,950.00 |
| 2. **Net change by Change Orders** | | $2,468.53 |
| 3. **CONTRACT SUM TO DATE (Line 1 + 2)** | | $ 1,350,418.53 |
| 4. **TOTAL COMPLETED & STORED TO DATE** | | $ 1,350,418.53 |
| 5. **RETAINAGE:** | | |
| a. 5% of Completed Work | $ - | |
| b. 5% of Stored Material | $ - | |
| Total Retainage | | $ - |
| 6. **TOTAL EARNED LESS RETAINAGE** | | $ 1,350,418.53 |
| 7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** | | $ 1,280,552.50 |
| 8. **CURRENT PAYMENT DUE** | | $ 69,866.03 |
| 9. **BALANCE TO FINISH, INCLUDING RETAINAGE** | | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $0.00 | $0.00 |
| Total approved this Month | $3,268.53 | -$800.00 |
| TOTALS | $3,268.53 | -$800.00 |
| NET CHANGES by Change Order | $2,468.53 | |

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work Covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR:
By: _____ Date: 5/12/2020
Craig Hinck/Vice President

State of New York
County of Suffolk

Sworn before me this 12th day of May 2020

Barbara A. McGivney
Notary Public

BARBARA A. MCGIVNEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6328932
Qualified in Suffolk County
My Commission Expires August 10, 2023

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** $ 69,866.03

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the attached spreadsheet that are changed to conform to the amount certified.)

ENGINEER:
By: _____ Date: 5/13/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**TOWN OF OYSTER BAY**

**INTER-DEPARTMENTAL MEMO**

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

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

**DATE:** JANUARY 6, 2020

**SUBJECT:** FINAL ACCEPTANCE
INSTALLATION OF PERMANENT GENERATORS AT CRITICAL FACILITIES IN MASSAPEQUA AND MASSAPEQUA PARK
CONTRACT NO. DPW15-124

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In response to your memorandum dated November 13, 2019; the Department of Intergovernmental Affairs concurs with your recommendation of final acceptance relative to the above referenced project.

Frank V. Sammartano
Commissioner

# TOWN OF OYSTER BAY

## Inter-Departmental Memo

**DECEMBER 2, 2019**

**TO:** RICHARD W. LENZ, COMMISSIONER OF PUBLIC WORKS/HIGHWAY

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

**SUBJECT:** FINAL ACCEPTANCE
INSTALLATION OF PERMANENT GENERATORS AT CRITICAL FACILITIES
CONTRACT NO. DPW15-124

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In response to your memo dated November 20, 2019, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

STEVEN C. BALLAS
COMPTROLLER

Enclosure

SCB/jjb:mj

cc: Town Attorney w/enclosure
Accounts Payable Division (2)
Reading File

B.K.

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

TO: JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

FROM: RAYMOND J. AVERNA
DEPUTY TOWN ATTORNEY

DATE: December 3, 2019

SUBJECT: FINAL ACCEPTANCE
INSTALLATION OF PERMANENT GENERATORS AT CRITICAL FACILITIES
IN MASSAPEQUA AND MASSAPEQUA PARK
CONTRACT NO. DPW15-124 / HINCK ELECTRICAL CONTRACTOR, INC.

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In reply to your memorandum of November 20, 2019, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced project.

In addition, we have reviewed Maintenance Bond No. 9204128 and have approved same as to form. The original Maintenance Bond was forwarded to the Town Clerk.

JOSEPH NOCELLA, ESQ.
TOWN ATTORNEY

By: _____
Raymond J. Averna
Deputy Town Attorney

Cc: Comptroller
Town Clerk (w/ original Maintence Bond)

TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS

**Installation of Permanent Generators At Critical Facilities In Massapequa & Massapequa Park**

CONTRACT NO. DPW15-124

CHANGE ORDER NO. 2

To: Hinck Electrical Contractor, Inc.
75 Orville Drive #1
Bohemia, NY 11716

From: Cashin Associates, P.C.
1200 E Veterans Memorial Highway #200
Hauppauge, NY 11788

You are hereby directed to incorporate the following changes in your proposal to the Town of Oyster Bay covering the above-referenced contract:

**ITEM 1**

A credit is owed to the Town for the cost of renewing a permit with the Nassau County Department of Health regarding the pursuit for approval of completed works for petroleum bulk storage with reference to the permanent generator at John J. Burns Park.

**TOTAL OF ITEM 1: $ 800.00 (credit)**

**TOTAL OF CHANGE ORDER NO. 2: $ 800.00 (credit)**

| | |
|---|---|
| The original Contract sum was: | $1,347,950.00 |
| Net Change by previously authorized Change Orders: | $3,268.53 |
| Total Contract sum prior to this Change Order: | $1,351,218.53 |
| CHANGE ORDER NO. 2: | $800.00 (credit) |
| New Contract sum including CHANGE ORDER NO. 2: | $1,350,418.53 |

The above credit is in accordance with the letter from Cashin Associates, P.C. dated April 15, 2020, and the memorandum of the Department of Public Works, dated _____, at a credit to the Town in the amount of **Eight Hundred Dollars And Zero Cents.**

The above Change Order is hereby accepted by the Town of Oyster Bay.

Dated: _____

_____
Joseph S. Saladino
Town Supervisor

Recommended by:
**Cashin Associates, P.C.**

by: _____
Title: Sr. Vice President

The above Change Order is hereby accepted:
**Hinck Electrical Contractor, Inc.**

by: _____
Title: VP

WHEREAS, by Resolution No. 818-2019, adopted on December 10, 2019, the Town Board authorized the Department of Public Works to enter into an agreement with D&B Engineers and Architects, P.C., to provide technical services in connection with Contract No. PWC27-20, Groundwater Monitoring for the Old Bethpage Landfill, for a two (2) year period, from January 1, 2020 through December 31, 2021; and

WHEREAS, Steven A. Fangman, P.E., President and CEO, D&B Engineers and Architects, P.C., by letter dated February 12, 2020, described the scope of work to be performed under Contract No. PWC27-20, which included the required groundwater monitoring program for the Old Bethpage Landfill, for an amount not to exceed $45,000.00. Furthermore, D&B Engineers and Architects, P.C. requested the use of Pine Environmental Services, Inc., as a sub-consultant, for the supply of necessary sampling equipment; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated May 20, 2020, requested Town Board authorization for payment to D&B Engineers and Architects, P.C. for the aforesaid engineering services under Contract No. PWC27-20, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed $45,000.00 for this purpose; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested Town Board approval of Pine Environmental Services, Inc., as a sub-consultant; and

WHEREAS, funds in the amount of $45,000.00 to satisfy said engineering costs are available in Account No. DER SR05 8160 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and payment to D&B Engineers and Architects, P.C. in an amount not to exceed $45,000.00, is hereby authorized for the aforementioned services in connection with Contract No. PWC27-20, On-Call Engineering Services related to Groundwater Monitoring for the Old Bethpage Landfill, and D&B Engineers and Architects, P.C. is hereby authorized to retain Pine Environmental Services, Inc. as a sub-consultant to supply necessary sampling equipment, 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 DER SR05 8160 44800 000 0000.

-#-

Reviewed By
Office of Town Attorney

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

| | |
|---|---|
| Supervisor Saladino | Aye |
| 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

MAY 20, 2020

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 12
DOCKET OF MAY 19, 2020
ON-CALL CONSULTANT SERVICE REQUEST AND USE OF SUB-CONSULTANT
CONTRACT NO. PWC27-20
RELATIVE TO GROUNDWATER MONITORING FOR THE
OLD BETHPAGE LANDFILL
ACCOUNT NO.: DER SR05 8160 44800 0000 0000

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In furtherance to Item No. 12 of the docket of May 19 2020, the consultant, D&B Engineers and Architects, P.C., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC27-20 by Resolution No. 818-2019 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated February 12, 2020 from D&B Engineers and Architects, P.C., regarding the scope of work to be performed in an amount not to exceed $45,000.00. Services to be provided include the required groundwater monitoring program for the former Old Bethpage Landfill.

Attached is an availability of funds in the amount of $45,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DER SR05 8160 44800 000 0000.

Further, the office of D&B Engineers and Architects requests the use of Pine Environmental Services, Inc., as sub-consultant, for the supply of necessary sampling equipment.

It is hereby requested that the Town Board authorize, by Resolution, D&B Engineers and Architects, P.C. under Contract No. PWC27-20, On-Call Technical Assistance Relative to Groundwater Monitoring for the Old Bethpage Landfill, and requests that the Comptroller be directed to issue an encumbrance order for this purpose, and that they be authorized to utilize, as sub-consultant, Pine Environmental Services, Inc.

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

RWL/JCT/MR/lk
Attachment
cc: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
George Baptista, Deputy Commissioner/Environmental Resources
Daniel Pearl, Deputy Commissioner/Public Works

PWC27-20 D&B DOCKET 2020 FUNDS SUPP

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

Requesting Division/Department ENVIRONMENTAL RESOURCES

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

Contract Number PWC27-20

Contract Period JANUARY 1, 2020 - DECEMBER 31, 2021

Consultant/Contractor D&B ENGINEERS AND ARCHITECTS, P.C.

Discipline GROUNDWATER MONITORING FOR OLD BETHPAGE LANDFILL

Total Authorization $45,000.00

Resolution No. 818-2019 Date 12/10/2019

Funded To Date $0.00

Amount Requested $45,000.00

Account To Be Used DER SR05 8160 44800 000 0000

If Capital Account, State The Related Contract Number: N/A

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.*

2020 MONITORING EFFORT FOR OLD BETHPAGE LANDFILL

Work To Be Completed In Contract Period: Yes [X] No [ ]

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

Required Insurances Are In Effect: Yes [X] No [ ]

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

Required 50% Performance Bond For This Request In Effect: Yes [ ] No [ ] N/A [X]

Amount of Bond $

| Requesting Division/Department | DPW Approval<br>Only To Be Executed By The Commissioner |
|---|---|
| Signature | Signature |
| Title DEPUTY COMMISSIONER | Title Commissioner of Public Works |
| Date APRIL 27, 2020 | Date 5/18/20 |

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

Amount Requested 45,000.00

Unemcumbered Balance 622,290.28

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes [X] No [ ]

Signature Date 5/20/20

# TOWN OF OYSTER BAY

## WORK ORDER

*This Section To Be Completed By The Department Of Public Works*

Work Order No. _____ E.O. No. _____

Contract Start 1/1/2020

Contract No. _____ Contract End 12/31/2021

Commencement Date JANUARY 1, 2020

**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 ENVIRONMENTAL RESOURCES

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

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

2020 MONITORING EFFORT FOR OLD BETHPAGE LANDFILL

**This work order shall not exceed $** 45,000.00

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

**Requesting Division/Department**

Signature

Title DEPUTY COMMISSIONER

Date APRIL 27, 2021

**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature

**Commissioner of Public Works**

Date 5/21/20

D&B ENGINEERS AND ARCHITECTS, P.C.

330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com



February 12, 2020

Matthew Russo, P.E.
Department of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Re: Engineering Services for Groundwater Monitoring at
Old Bethpage Landfill
TOB Contract No. PWC 27-20, Resolution 818-2019

Dear Mr. Russo:

As the Town's approved consultant for the above referenced contract, D&B Engineers and Architects, P.C. (D&B) is pleased to present the following proposal to the Town of Oyster Bay (the Town) to conduct Post-Termination groundwater monitoring at the Old Bethpage Landfill. D&B previously completed several years of quarterly groundwater monitoring in accordance with the Town's Consent Decree with the New York State Department of Environmental Conservation (NYSDEC), and assisted the Town in obtaining approval from the NYSDEC in 2016 to enter into three years of semi-annual Post-Termination groundwater monitoring for which sampling and reporting has now been completed. At this point in time, we anticipate to engage in negotiations with NYSDEC to determine future monitoring and reporting obligations relative to future post-termination monitoring activities.

As requested by the Town, D&B proposes the following Post-Termination groundwater monitoring tasks for the 2020 reporting year, unless otherwise modified by NYSDEC correspondence and negotiation.

<u>Old Bethpage Landfill Groundwater Monitoring and Reporting</u>

1. Post-Termination Groundwater Monitoring:

   a. Semi-annual groundwater quality sampling of monitoring wells will be conducted for VOCs, total and dissolved metals and leachate parameters.

   b. The following 13 wells will be sampled during each sampling round: LF-1, LF-2, MW-5B, MW-6A, MW-6B, MW-6C, MW-6E, MW-6F, MW-8A, MW-8B, MW-9B, MW-9C and OBS-1. Note that Well MW-6A has been observed to be dry

during several sampling events and will only be sampled if sufficient groundwater is present in the well.

c. Two semi-annual sampling rounds are anticipated to be completed in 2020.

2. Groundwater Monitoring Reports:

a. Draft Semi-annual Groundwater Monitoring Reports for each of the two (2) sampling events will be submitted to the Town for review.

b. Each semi-annual report will be a stand-alone report and will include the data obtained from all the previous Post-Termination Monitoring and Reporting events.

c. D&B will prepare trend graphs for key contaminants and analyze Post-Termination Monitoring concentration trends.

d. After Town review, D&B will revise each semi-annual report, as required, and submit the final report to NYSDEC, no more than 60 days from each sampling event.

e. Unless otherwise requested by the NYSDEC, an annual Post-Termination Monitoring Report will be prepared to summarize the overall post-termination monitoring program to date. The report will demonstrate, or make an appropriate argument for substantial attainment of the criteria contained in *Appendix A, Section III – Termination* of the Town's Consent Decree with the NYSDEC. After Town review, D&B will revise this annual Post-Termination Report, as required, and submit the final report to NYSDEC. If necessary, D&B will meet with the Town's Engineer and oversight consultant to discuss the findings and recommendations regarding the need for continued monitoring.

f. The second semi-annual report for 2020 will be submitted by October 2020, while the final Post-Termination Monitoring Program Report will be submitted by December 2020.

g. A maximum of five (5) copies of each final report will be submitted.

3. Laboratory analyses for all samples will be conducted under a separate contract, as follows:

a. VOCs, metals and wet chemistry analyses will be conducted by Pace Analytical Services, Inc. (Pace), located at 575 Broadhollow Road in Melville, NY 11747, under direct contract with the Town.

Post-Termination Monitoring Coordination with NYSDEC

1. Coordinate with the Town and the Town's oversight consultant to develop and respond to correspondence related to proposed post-termination monitoring and reporting obligations as necessary.

2. Attend meetings and represent the Town's interests with regard to merit and justification of future sampling and monitoring at the landfill, as may be necessary.

The proposed fees to complete the above tasks will be based upon time and expenses actually incurred in relation to the above scope in accordance with our On-Call Agreement with the Town and will not exceed a value of $45,000 for the 2020 scope defined above.

D&B intends to utilize Pine Environmental Services, Inc. for specialized sampling equipment rental needs and is hereby requesting the Town's approval of this proposed subcontractor. Pine Environmental Services, Inc. is located at Windsor Industrial Park, 92 North Main Street, Building 20, Windsor, NJ 08561.

Laboratory analysis will be performed by Pace Analytical Services, Inc. under contract with the Town and therefore, costs for laboratory analyses are not included in D&B's authorization request.

If you have any questions or comments, please do not hesitate to contact me at (516) 364-9890, Ext. 3005.

Very truly yours,

Steven A. Fangmann, P.E., BCEE
President and CEO

SAF/PRS/kb
cc: P. Sachs (D&B)
T. Fox (D&B)
♦PX10441\SAF021220MR-Ltr(R02)

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 25, 2019, advised that the Department of Public Works issued a Request for Proposal to firms seeking to provide On-Call Engineering Services to the Town in connection with Groundwater Monitoring for the Old Bethpage Landfill, resulting in the receipt of two (2) submissions; and

WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated November 20, 2019, advised that, in accordance with Guideline 7 of the Town's Procurement Policy, the Department of Public Work's efforts to secure responses to the Request for Proposals were in compliance with the Procurement Policy; and

Reviewed By Office of Town Attorney

WHEREAS, Commissioner Lenz has, after review and analysis of the submissions based upon the technical merits of the responses, requested and recommended that D&B Engineers & Architects, P.C. be authorized to perform On-Call Engineering Services in connection with Contract No. PWC27-20, Groundwater Monitoring for the Old Bethpage Landfill, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021; and

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is hereby accepted and approved and D&B Engineers and Architects, P.C. is hereby authorized and directed to provide On-Call Engineering Services in connection with Contract No. PWC27-20, Groundwater Monitoring for the Old Bethpage Landfill, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

#

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

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

12

# TOWN OF OYSTER BAY

# INTER-DEPARTMENTAL MEMO

MAY 18, 2020

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO GROUNDWATER MONITORING FOR THE OLD BETHPAGE LANDFILL
CONTRACT NO. PWC27-20
SUPPLEMENTAL MEMO TO FOLLOW

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The Division of Engineering is compiling the necessary paperwork for an on-call consultant service request authorization for Groundwater Monitoring for the Old Bethpage Landfill. Additional information will be provided by supplemental docket memo.

It is hereby requested that a space be reserved at the Town Board meeting of June 2, 2020 for the Town Board to act on a request for authorization under Contract No. PWC27-20.

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

RWL/JCT/MR/mr

c: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
George Baptista, Deputy Commissioner/Environmental Resources

PWC27-20 D&B DOCKET 2020 FUNDS RESERVE

Meeting of June 2, 2020 Resolution No. 288-2020

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 819-2019, adopted on December 10, 2019, the Town Board authorized RTP Environmental Associates, Inc. to provide the Town of Oyster Bay with engineering services, in connection with Contract No. PWC28-20, On Call Engineering Services in connection with Air Monitoring for the Old Bethpage Landfill, for a two (2) year term, commencing on January 1, 2020, and expiring on December 31, 2021; and

WHEREAS, Kenneth J. Skipka, Principal, RTP Environmental Associates, Inc., by letter dated April 22, 2020, described the scope of work to be performed under said Contract, namely to provide the required 2020 air monitoring program at the Old Bethpage Landfill, in an amount not to exceed $75,000.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memoranda dated May 18, 2020 and May 20, 2020, requested that the Town Board authorize RTP Environmental Associates, Inc. to provide On-Call Engineering Services under Contract No. PWC28-20, for engineering services related to the required 2020 air monitoring program at the Old Bethpage Landfill, in an amount not to exceed $75,000.00; and

WHEREAS, Commissioner Lenz, by said memoranda, further requested that the Town Board authorize and direct the Comptroller to issue an encumbrance order, in an amount not to exceed $75,000.00, to satisfy said engineering costs, and advised that funds to satisfy said engineering costs, are available in Account No. DER SR05 8160 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and RTP Environmental Associates, Inc. is authorized to provide On-Call Engineering Services under Contract No. PWC28-20, for engineering services related to the required 2020 air monitoring program at the Old Bethpage Landfill, in an amount not to exceed $75,000.00, and it is further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed $75,000.00, to satisfy said architecture and engineering costs, with funds to be drawn from Account No. DER SR05 8160 44800 000 0000.

-#-

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

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

# TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

MAY 20, 2020

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 13
DOCKET OF MAY 19, 2020
ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC28-20
RELATIVE TO AIR MONITORING FOR THE OLD BETHPAGE LANDFILL
ACCOUNT NO.: DER SR05 8160 44800 0000 0000

---

In furtherance to Item No. 13 of the docket of May 19 2020, the consultant, RTP Environmental Associates, Inc., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC28-20 by Resolution No. 819-2019 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated April 22, 2020 from RTP Environmental Associates, Inc., regarding the scope of work to be performed in an amount not to exceed $75,000.00. Services to be provided include the required air monitoring program for the former Old Bethpage Landfill.

Attached is an availability of funds in the amount of $75,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DER SR05 8160 44800 000 0000.

It is hereby requested that the Town Board authorize, by Resolution, RTP Environmental Associates, Inc. under Contract No. PWC28-20, On-Call Technical Assistance Relative to Air Monitoring for the Old Bethpage Landfill, and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

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

RWL/JCT/MR/lk
Attachment
cc: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
George Baptista, Deputy Commissioner/Environmental Resources
Daniel Pearl, Deputy Commissioner/Public Works

PWC28-20 RTP DOCKET 2020 FUNDS SUPP

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

Requesting Division/Department ENVIRONMENTAL RESOURCES

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

Contract Number PWC28-20

Contract Period JANUARY 1, 2020 - DECEMBER 31, 2021

Consultant/Contractor RTP ENVIRONMENTAL ASSOCIATES, INC.

Discipline AIR MONITORING FOR OLD BETHPAGE LANDFILL

Total Authorization $75,000.00

Resolution No. 819-2019 Date 12/10/2019

Funded To Date $0.00

Amount Requested $75,000.00

Account To Be Used DER SR05 8160 44800 000 0000

If Capital Account, State The Related Contract Number: N/A

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.*

2020 MONITORING EFFORT FOR OLD BETHPAGE LANDFILL

Work To Be Completed In Contract Period: Yes [X] No [ ]

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

Required Insurances Are In Effect: Yes [X] No [ ]

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

Required 50% Performance Bond For This Request In Effect: Yes [ ] No [ ] N/A [X]

Amount of Bond $

| Requesting Division/Department | DPW Approval<br>Only To Be Executed By The Commissioner |
|---|---|
| Signature | Signature |
| Title DEPUTY COMMISSIONER | Title Commissioner of Public Works |
| Date APRIL 27, 2020 | Date 5/18/20 |

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

Amount Requested 75,000.00

Unemcumbered Balance 622,290.28

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes [X] No [ ]

Signature Date 5/20/20

# TOWN OF OYSTER BAY

WORK ORDER

*This Section To Be Completed By The Department Of Public Works*

Work Order No. _____ E.O. No. _____

Contract Start 1/1/2020

Contract No. _____ Contract End 12/31/2021

Commencement Date JANUARY 1, 2020

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

Vendor Name and Address

RTP ENVIRONMENTAL ASSOCIATES, INC.

400 POST AVENUE

WESTBURY, NEW YORK 11590

Requesting Town Department ENVIRONMENTAL RESOURCES

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

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

2020 MONITORING EFFORT FOR OLD BETHPAGE LANDFILL

**This work order shall not exceed $** 75,000.00

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

**Requesting Division/Department**

Signature

Title DEPUTY COMMISSIONER

Date APRIL 27, 2020

**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature

**Commissioner of Public Works**

Date 5/21/20

RTP ENVIRONMENTAL ASSOCIATES, INC.®
AIR • WATER • SOLID WASTE CONSULTANTS
400 Post Avenue
Westbury, New York 11590
(www.rtpenv.com)
(516) 333-4526
fax (516) 333-4571

**VIA ELECTRONIC MAIL**

April 22, 2020

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

RE: **Price Proposal for Conducting 2020 Activities as Described Under Contract No. PWC 28-20/21**

Dear Commissioner Lenz:

RTP Environmental Associates, Inc. (RTP) is providing the following price proposal for the above referenced contract. In summary, RTP will provide the services listed in the following table under Contract PWC 28-20/21. The table also contains the estimated price for completing all services listed.

RTP intends to conduct the field work for the 2nd Quarter tests between May 1, 2020 and June 30, 2020, depending on the current State of Emergency and weather conditions. The proposal assumes the involvement of additional contractors (Pace Laboratories), and the two (2) months it normally takes for RTP to receive the analytical results.

**Tabulation of Services under Contract PWC 28-20/21**
**Second Quarter**

| Task # | Activity | Price |
|---|---|---|
| 1. | Ambient Air Quality, Soil Gas and Pressure Testing (2nd Quarter only) | |
| 2. | Annual Zero Gas Migration Survey | |
| 3. | 2nd Quarter Methane Survey | |
| 4. | 2nd Quarter Perimeter Exhaust Vent Stack Test | |
| 5. | Reporting Town of Oyster Bay Weekly Perimeter Gas Monitoring Data | |
| 6. | Reporting 2nd Quarter Test Results and Annual Analyses | |
| 7. | Recommendations for 2021 Monitoring Programs | |
| | ***ESTIMATED TOTAL:** | **$75,000** |

*Assumptions:

a) The NYSDEC has requested reporting within 60 days of Task No. 1. The tests are State of Emergency and weather dependent and the analytical laboratories can take over two (2) months to provide final data because of RTP's review of preliminary data, and then any subsequent corrections by the laboratory.

b) The annual reporting of weekly methane concentrations will conclude with the last week in June 2020. Data will be provided from April 1, 2019 through June 30,2020.

c) The price assumes contingency funds for responding to no more than one iteration of review questions; readily available media to perform all tests; no interference from equipment and facility operations with test performance; and any deviations from established protocols that may require additional funding.

d) Town data will be supplied to RTP within one (1) week of the end of the Second Quarter of 2020; analytical results will be provided within specified analytical limits for sample integrity timeframes (exceeding these limits could void the test and require repeating the test, which may not be possible within the timeframe anticipated in the contract). Any excursion from these limits will result in a late report relative to DEC requirements.

e) The budget is based on the estimated costs for the 2019 program. There may be some unexpended funds, should all go as planned and contingencies are not required. However, with the State of Emergency in place and the potential problems associated with acquiring media, laboratory constraints, availability of required supplies and equipment, PPE, Staff availability, human distancing and other State mandated policies in place, the chance for additional costs cannot be ruled out.

f) Should the NYSDEC require a similar program for 2021, the effort will be conducted during the Third Quarter of 2021.

g) Should the Town require additional services beyond those listed above, RTP will propose an amendment to the contract.

RTP has performed the services included in this proposal, in total or in part, in previous years, and appreciates being considered for completing the scope of work for 2020. Attached, please find our updated Form 330 for your records. Should you have any questions or need additional information, RTP would be pleased to respond to any such requests.

Thank you for considering RTP for assisting with the above program for 2020. We look forward to working with the Town on this project.

Sincerely,
**RTP ENVIRONMENTAL ASSOCIATES, INC.**

Kenneth J. Skipka
Principal

Attachment

cc: Matt Russo, Town of Oyster Bay

*P:\Projects\Town Of Oyster Bay\Contracts\2020\Lenz20200422.Docx*

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 25, 2019, advised that the Department of Public Works issued a Request for Proposal to firms seeking to provide On-Call Engineering Services to the Town in connection with Air Monitoring for the Old Bethpage Landfill, resulting in the receipt of three (3) submissions; and

WHEREAS, Commissioner Lenz has, after review and analysis of the submissions based upon the technical merits of the responses, requested and recommended that RTP Environmental Associates, Inc. be authorized to perform On-Call Engineering Services in connection with Contract No. PWC28-20, Air Monitoring for the Old Bethpage Landfill, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021; and

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is hereby accepted and approved and RTP Environmental Associates, Inc. is hereby authorized and directed to provide On-Call Engineering Services in connection with Contract No. PWC28-20, Air Monitoring for the Old Bethpage Landfill, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

#

Endorsed by
Office of Town Attorney

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

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

# TOWN OF OYSTER BAY

# INTER-DEPARTMENTAL MEMO

MAY 18, 2020

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO AIR MONITORING FOR THE OLD BETHPAGE LANDFILL
CONTRACT NO. PWC28-20
SUPPLEMENTAL MEMO TO FOLLOW

---

The Division of Engineering is compiling the necessary paperwork for an on-call consultant service request authorization for Air Monitoring for the Old Bethpage Landfill. Additional information will be provided by supplemental docket memo.

It is hereby requested that a space be reserved at the Town Board meeting of June 2, 2020 for the Town Board to act on a request for authorization under Contract No. PWC28-20.

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

RWL/JCT/MJR/mr

c: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
George Baptista, Deputy Commissioner/Environmental Resources

PWC28-20 RTP DOCKET 2020 FUNDS RESERVE

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 820-2019, adopted on December 10, 2019, the Town Board authorized Lockwood, Kessler & Bartlett, Inc. to provide the Town of Oyster Bay with engineering services, in connection with Contract No. PWC29-20, On Call Engineering Services in Connection with the Oversight of Environmental Monitoring Programs for the Old Bethpage Landfill, for a two (2) year term, commencing on January 1, 2020, and expiring on December 31, 2021; and

WHEREAS, Theresa C. Heneveld, P.E., Vice President, Environmental Engineering, Lockwood, Kessler & Bartlett, Inc., by letter dated May 15, 2020, described the scope of work to be performed under said Contract, for the oversight of monitoring programs for 2020 monitoring efforts, in an amount not to exceed $40,000.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memoranda dated May 18, 2020 and May 20, 2020, requested that the Town Board authorize Lockwood, Kessler & Bartlett, Inc. to provide On-Call Engineering Services under Contract No. PWC29-20, for engineering services related to oversight of monitoring programs for 2020 monitoring efforts, in an amount not to exceed $40,000.00; and

WHEREAS, Commissioner Lenz, by said memoranda, further requested that the Town Board authorize and direct the Comptroller to issue an encumbrance order, in an amount not to exceed $40,000.00, to satisfy said engineering costs, and advised that funds to satisfy said engineering costs, are available in Account No. DER SR05 8160 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and Lockwood, Kessler & Bartlett, Inc. is authorized to provide On-Call Engineering Services under Contract No. PWC29-20, for engineering services related to the oversight of monitoring programs for 2020 monitoring efforts, in an amount not to exceed $40,000.00, and it is further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed $40,000.00, to satisfy said architecture and engineering costs, with funds to be drawn from Account No. DER SR05 8160 44800 000 0000.

-#-

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

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

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# TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

MAY 20, 2020

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 14
DOCKET OF MAY 19, 2020
ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC29-20
RELATIVE TO OVERSIGHT OF ENVIRONMENTAL MONITORING
PROGRAMS FOR THE OLD BETHPAGE LANDFILL
ACCOUNT NO.: DER SR05 8160 44800 0000 0000

---

In furtherance to Item No. 14 of the docket of May 19 2020, the consultant, Lockwood, Kessler & Bartlett Inc., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC29-20 by Resolution No. 820-2019 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated May 15, 2020 from Lockwood, Kessler & Bartlett, Inc., regarding the scope of work to be performed in an amount not to exceed $40,000.00. Services to be provided include the oversight of the required air and groundwater monitoring programs, and preparation of necessary reporting, for the former Old Bethpage Landfill.

Attached is an availability of funds in the amount of $40,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DER SR05 8160 44800 000 0000.

It is hereby requested that the Town Board authorize, by Resolution, Lockwood, Kessler & Bartlett, Inc. under Contract No. PWC29-20, On-Call Technical Assistance Relative to Oversight of Environmental Monitoring Programs for the Old Bethpage Landfill, and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

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

RWL/JCT/MR/lk
Attachment
cc: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
George Baptista, Deputy Commissioner/Environmental Resources
Daniel Pearl, Deputy Commissioner/Public Works

PWC29-20 LKB DOCKET 2020 FUNDS SUPP

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

Requesting Division/Department ENVIRONMENTAL RESOURCES

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

Contract Number PWC29-20

Contract Period JANUARY 1, 2020 - DECEMBER 31, 2021

Consultant/Contractor LOCKWOOD, KESSLER & BARTLETT, INC.

Discipline OVERSIGHT OF OLD BETHPAGE LANDFILL

Total Authorization $40,000

Resolution No. 820-2019 Date 12/10/2019

Funded To Date $0.00

Amount Requested $40,000.00

Account To Be Used DER SR05 8160 44800 000 0000

If Capital Account, State The Related Contract Number: N/A

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.*

OVERSIGHT OF MONITORING PROGRAMS FOR

2020 MONITORING EFFORTS

Work To Be Completed In Contract Period: Yes [X] No [ ]

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

Required Insurances Are In Effect: Yes [X] No [ ]

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

Required 50% Performance Bond For This Request In Effect: Yes [ ] No [ ] N/A [X]

Amount of Bond $

| Requesting Division/Department | DPW Approval<br>Only To Be Executed By The Commissioner |
|---|---|
| Signature | Signature |
| Title DEPUTY COMMISSIONER | Title Commissioner of Public Works |
| Date MAY 18, 2020 | Date 5/18/20 |

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

Amount Requested 40,000.00

Unemcumbered Balance 622,290.28

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes [X] No [ ]

Signature Date 5/20/20

# TOWN OF OYSTER BAY

WORK ORDER

*This Section To Be Completed By The Department Of Public Works*

Work Order No. _____ E.O. No. _____

Contract Start 1/1/2020

Contract No. _____ Contract End 12/31/2021

Commencement Date JANUARY 1, 2020

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

Vendor Name and Address

LOCKWOOD, KESSLER & BARTLETT, INC.

1 AERIAL WAY

SYOSSET, NEW YORK 11791

Requesting Town Department ENVIRONMENTAL RESOURCES

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

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

OVERSIGHT OF MONITORING PROGRAMS FOR

2020 MONITORING EFFORTS

**This work order shall not exceed $** 40,000.00

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

**Requesting Division/Department**

Signature

Title DEPUTY COMMISSIONER

Date MAY 18, 2020

**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature

**Commissioner of Public Works**

Date 5/21/20

Lockwood, Kessler & Bartlett, Inc.
One Aerial Way · Syosset, NY 11791
516.938.0600 www.lkbinc.com

May 15, 2020
LKB # 2019-0136

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

Attn: John Tassone, Deputy Commissioner

**Re:** TOB Contract No. PWC 29-20, Oversight of Environmental Monitoring Programs for the Old Bethpage Landfill

Dear Commissioner Lenz,

Lockwood Kessler and Bartlett, Inc. (LKB) was authorized under Town Board Resolution 820-2019 dated December 10, 2019, to provide Oversight of Environmental Monitoring Programs for the Old Bethpage Landfill for the two-year period from January 1, 2020 through December 31, 2021. As instructed by the Town on January 31, 2020, LKB will provide services under Contract No. PWC 29-20 for the following tasks in 2020:

Task 1 – Oversight of the Groundwater and Air Consultants: Services under this task will entail 1) finalizing the Final Post-Termination Groundwater Monitoring Report, and 2) reviewing and commenting on the annual reports prepared by RTP related to perimeter LFG collection system exhaust testing, ambient-air quality, soil-gas quality and soil-gas pressure monitoring, the landfill zero gas migration survey, and site buildings methane monitoring.

Task 2 – Preparation of the Eighth Periodic Review Report (PRR): Services under this task will entail preparing the eighth PRR, covering the period from June 2019 through May 2020, which we anticipate will be requested by the NYSDEC in early 2020, pursuant to their Part 375 regulations, and due by June 30, 2020.

In addition, if requested, LKB will provide services related to negotiating with the NYSDEC to officially end post-termination groundwater monitoring for Recovery Wells RW-1 and RW-2, as per the Consent Decree.

LKB estimates the fee to provide the services specific to the two above-referenced tasks in 2020 to be $40,000. Therefore, we respectfully request that $40,000 be appropriated for Contract No. PWC 29-20.

We appreciate the opportunity to continue to serve the Town on this project. Should you have any questions regarding this letter please contact our office.

Very truly yours,
LOCKWOOD, KESSLER & BARTLETT, INC.

Theresa C. Heneveld

Theresa C. Heneveld, PE
Vice President of Environmental Engineering

Lockwood, Kessler & Bartlett, Inc.
One Aerial Way · Syosset, NY 11791
516.938.0600 www.lkbinc.com

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 25, 2019, advised that the Department of Public Works issued a Request for Proposal to firms seeking to provide On-Call Engineering Services to the Town in connection with Oversight of Environmental Monitoring Programs for the Old Bethpage Landfill, resulting in the receipt of three (3) submissions; and

WHEREAS, Commissioner Lenz has, after review and analysis of the submissions based upon the technical merits of the responses, in compliance with the Town's Procurement Policy requested and recommended that Lockwood, Kessler & Bartlett, Inc. be authorized to perform On-Call Engineering Services in connection with Contract No. PWC29-20, Oversight of Environmental Monitoring Programs, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021; and

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved and Lockwood, Kessler & Bartlett, Inc. is hereby authorized and directed to provide On-Call Engineering Services in connection with Contract No. PWC29-20, Oversight of Environmental Monitoring Programs, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

#

Reviewed By Office of Town Attorney

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

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

# TOWN OF OYSTER BAY

# INTER-DEPARTMENTAL MEMO

MAY 18, 2020

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO OVERSIGHT OF ENVIRONMENTAL MONITORING PROGRAMS
FOR THE OLD BETHPAGE LANDFILL
CONTRACT NO. PWC29-20
SUPPLEMENTAL MEMO TO FOLLOW

---

The Division of Engineering is compiling the necessary paperwork for an on-call consultant service request authorization for Oversight of Environmental Monitoring for the Old Bethpage Landfill. Additional information will be provided by supplemental docket memo.

It is hereby requested that a space be reserved at the Town Board meeting of June 2, 2020 for the Town Board to act on a request for authorization under Contract No. PWC29-20.

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

RWL/JCT/MR/mr

c: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
George Baptista, Deputy Commissioner/Environmental Resources

PWC29-20 LKB DOCKET 2020 FUNDS RESERVE

Meeting of June 2, 2020 Resolution No. 290-2020

WHEREAS, Resolution No. 55-2017, adopted on January 24, 2017, authorized the Supervisor and/or his designated appointee to execute Training Agreements under the Workforce Innovation and Opportunity Act (WIOA) for the period of January 1, 2017 through June 30, 2020; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memoranda dated May 18, 2020 and May 22, 2020, requested Town Board authorization for the Supervisor and/or his appointed designee to enter into Training Agreements with training providers registered on the NYS Department of Labor's Eligible Training Provider List for the delivery of occupational training services, as mandated under the WIOA for the period of July 1, 2020 through June 30, 2023, with the option of a three (3) year extension based on performance and continued WIOA funding; and

WHEREAS, Commissioner Sammartano, by said memoranda, advised that this is an eligible expense under the Federal Workforce Innovation and Opportunity Act and is at no cost to the Town of Oyster Bay. Funds for the purpose of making payments to Training Providers are available in Account No. IGA-CD-6293-48010-000 CW-19,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is approved and accepted, and the Supervisor and/or his designated appointee is hereby authorized to enter into Training Agreements with training providers registered on the NYS Department of Labor's Eligible Training Provider's List for the delivery of occupational training services as mandated under the WIOA for the period of July 1, 2020 through June 30, 2023, with the option of a three (3) year extension based on performance and continued WIOA funding. Funds for the purpose of making payments to Training Providers are available in Account No. IGA-CD-6293-48010-000-CW-19

-#-

Reviewed By
Office of Town Attorney

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

| | |
|---|---|
| Supervisor Saladino | Aye |
| 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:** MAY 22, 2020

**SUBJECT:** SUPPLEMENTAL MEMORANDUM TO MD 5/19/20; ITEM # 7
TRAINING AGREEMENTS UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

---

The Department of Intergovernmental Affairs' Division of Employment and Training oversees two (2) American Job Centers under the federal Workforce Innovation and Opportunity Act. American Job Centers are designed to provide job seekers with a full array of job search/career development services, including occupational training. Town Board Resolution No. 55-2017, dated January 24, 2017, authorized the Supervisor to execute Training Agreements under the Workforce Innovation and Opportunity Act for the period of January 1, 2017 through June 30, 2020. The Department of Intergovernmental Affairs is seeking to enter into Training Agreements with qualified training providers for the period of July 1, 2020 through June 30, 2023, with the option of a three (3) year extension based on performance and continued Workforce Innovation and Opportunity Act funding availability.

Per Workforce Innovation and Opportunity Act requirements, all training providers must be registered on the New York State Department of Labor's Eligible Training Provider List and deemed to be suitable educational institutions for the purpose of preparing unemployed and underemployed job seekers for gainful employment.

Therefore, it is respectfully requested that the Town Board adopt a resolution authorizing the Supervisor and/or the Supervisor's authorized designee to enter into Training Agreements with training providers registered on the NYS Department of Labor's Eligible Training Provider List for the delivery of occupational training services, as mandated under the Workforce Innovation and Opportunity Act. All Training Agreements will be forwarded to the Office of the Town Attorney for review and approval prior to execution. Occupational Training services are an eligible Workforce Innovation and Opportunity Act expense and are therefore of no cost to the Town of Oyster Bay. Funds for the purpose of making payments to Training Providers are available in account IGA-CD-6293-48010-000-CW19

Frank V. Sammartano
Commissioner

cc: Town Attorney w/9 copies

Meeting of January 24, 2017

Resolution No. 55-2017

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated January 9, 2017, has requested Town Board authorization for the Supervisor and/or his designated appointee to enter into Classroom Training Agreements with eligible training providers for the purpose of providing classroom training services for job seekers under the Workforce Innovation and Opportunity Act (WIOA) for the period of January 1, 2017 through June 30, 2020, and

WHEREAS, all services provided by eligible training providers through Classroom Training Agreements with the Town of Oyster Bay's Department of Intergovernmental Affairs, Division of Employment and Training (DET) are WIOA eligible expenses and are therefore at no additional cost to the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and accepted, and the Supervisor and/or his designated appointee is hereby authorized to enter into Classroom Training Agreements with eligible training providers for the purpose of providing classroom training services under the Workforce Innovation and Opportunity Act nunc pro tunc for the period of January 1, 2017 through June 30, 2020.

-#-

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:

| | |
|---|---|
| Acting Supervisor Muscarella | Aye |
| Councilman Macagnone | Aye |
| Councilman Coschignano | Aye |
| Councilman Pinto | Aye |
| Councilwoman Alesia | Aye |
| Councilwoman Johnson | Aye |

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

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**TOWN OF OYSTER BAY**

**INTER-DEPARTMENTAL MEMO**

**TO:** MEMORANDUM DOCKET

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

**DATE:** MAY 18, 2020

**SUBJECT:** TRAINING AGREEMENTS UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

---

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of June 2, 2020. Details will follow by supplemental memorandum.

Frank V. Sammartano
Commissioner
By Colin Bell

cc: Town Attorney w/9 copies

Reviewed By
Office of Town Attorney

WHEREAS, pursuant to Resolution No. 426-2017, adopted on July 25, 2017, the Town Board authorized the Division of Employment and Training, Department of Intergovernmental Affairs, to continue Supportive Services to participants enrolled in federal Workforce Innovation and Opportunity Act (WIOA) funded workforce programs for the period of January 1, 2017 through June 30, 2020; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated May 22, 2020, requested Town Board authorization for the Department of Intergovernmental Affairs' Division of Employment and Training to make Supportive Services payments to individuals eligible for said payments under the WIOA for the period of July 1, 2020 through June 30, 2023; and

WHEREAS, Commissioner Sammartano, by said memorandum, advised that this is an eligible expense under the federal Workforce Innovation and Opportunity Act and is at no cost to the Town of Oyster Bay. Funds for the purpose of making payments for reimbursement of Books and Supplies Account No. IGA-CD-6293-48220-780-CW19; Transportation Account No. IGA-CD-6293-48220-781-CW19; Testing/Certifications Account No. IGA-CD-6293-782-CW19 and Needs Related Payments Account No. IGA-CD-6293-48220-783-CW19,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is approved and accepted, and the Department Intergovernmental Affairs' Division of Employment and Training is hereby authorized to make Supportive Services payments to individuals eligible for said payments under the WIOA for the period of July 1, 2020 through June 30, 2023. Funds for the purpose of making payments for reimbursement of Books and Supplies are available in Account No. IGA-CD-6293-48010-780-CW19; Transportation Account No. IGA-CD-6293-48220-781-CW19; Testing/Certifications Account No. IGA-CD-6293-782-CW19 and Needs Related Payments Account No. IGA-CD-6293-48220-783-CW19.

-#-

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:** MAY 22, 2020

**SUBJECT:** SUPPLEMENTAL MEMORANDUM TO MD 5/19/20; ITEM # 8
SUPPORTIVE SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

---

Town Board Resolution No. 426-2017, dated July 25, 2017, authorized the Department of Intergovernmental Affairs' Dvision of Employment and Training to provide Supportive Services to participants enrolled in federal Workforce Innovation and Opportunity Act (WIOA) funded workforce programs from July 1, 2017 through June 30, 2020.

As mandated under the Workforce Innovation and Opportunity Act, Supportive Services must be made available to participants registered in Workforce Innovation and Opportunity Act occupational training activities who meet eligibility guidelines for such Supportive Services. Supportive Services may include reimbursement for transportation, needs-related payments, certification exams and fees, licensing fees, application fees, finger-printing, evaluation of foreign credentials, job-related tools, supplies, equipment, uniforms, protective shoes, books, and other amenities deemed essential in successfully preparing individuals for gainful employment.

Therefore, it is respectfully requested that the Town Board adopt a resolution authorizing the Department of Intergovernmental Affairs' Division of Employment and Training to make Supportive Service payments to individuals eligible for said payments under the Workforce Innovation and Opportunity Act for the period of July 1, 2020 through June 30, 2023 Supportive Services are an eligible Workforce Innovation Opportunity Act expense and are therefore of no cost to the Town of Oyster Bay. Funds for this purpose are available as follows: Books and Supplies: IGA-CD-6293-48220-780-CW19; Transportation: IGA-CD-6293-48220-781-CW19; Testing/Certifications: IGA-CD-6293-48220-782-CW19; Needs Related Payments: IGA-CD-6293-48220-783-CW19.

Frank V. Sammartano
Commissioner

cc: Town Attorney w/9 copies

Meeting of July 25, 2017

Resolution No. 426-2017

WHEREAS, by Resolution No. 479-2015, adopted on September 1, 2015, the Town Board authorized the Division of Employment and Training, Department of Intergovernmental Affairs, to provide Supportive Services to participants enrolled in the Classroom Training Program, for the period from June 1, 2015 through June 30, 2017; and

WHEREAS, Supportive Services are to be made available to individuals meeting eligibility criteria for intensive and training services under the Workforce Investment Act (WIA)/Workforce Innovation and Opportunity Act (WIOA), with Supportive Services to include transportation, needs-related payments, certification exams and fees, license fees, application fees, finger printing, evaluation of foreign credentials, job related tools/supplies/equipment, uniforms/protective shoes, books and other costs necessary for participation in programs and attainment of employment; and

WHEREAS, Frank V. Sammartano, Commissioner of the Department of Intergovernmental Affairs, by memorandum dated July 10, 2017, requested authorization to continue Supportive Services *nunc pro tunc* from July 1, 2017 through June 30, 2020, and as this is a Workforce Investment Act WIA/Workforce Innovation and Opportunity Act (WIOA) expense, there is no cost to the Town,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Division of Employment and Training, Department of Intergovernmental Affairs, is hereby authorized to continue the Supportive Services to participants enrolled in the Classroom Training Program, *nunc pro tunc*, from July 1, 2017 through June 30, 2020.

#

Referred 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 | Absent |
| Councilwoman Johnson | Aye |
| Councilman Imbroto | Aye |
| Councilman Hand | Aye |

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

8

**TOWN OF OYSTER BAY**

**INTER-DEPARTMENTAL MEMO**

**TO:** MEMORANDUM DOCKET

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

**DATE:** MAY 18, 2020

**SUBJECT:** SUPPORTIVE SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

---

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of June 2, 2020. Details will follow by supplemental memorandum.

Frank V. Sammartano
Commissioner
By Colin Bell

cc: Town Attorney w/9 copies

Meeting of June 2, 2020 Resolution No. 292-2020

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 Environmental Conservation (DEC) 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 Project Area; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated May 18, 2020 and May 28, 2020, informed the Town Board that NGSC has requested access to Town property located at Grumman Road East/Hickey Boulevard, for the installation of conveyance piping to connect recovery wells to a future treatment plant on NGSC's property, 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: Grumman Road East Pipe Installation",

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: Grumman Road East Pipe Installation" as previously negotiated by and between the Town and NGSC and in the form annexed hereto.

-#-

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 |
| 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

MAY 28, 2020

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 15
DOCKET OF MAY 20, 2020
SITE ACCESS FOR NORTHROP GRUMMAN SYSTEMS CORPORATION
GRUMMAN-NAVY PLUME, RW-21 GROUNDWATER REMEDIATION SYSTEM
GRUMMAN ROAD EAST/HICKEY BOULEVARD CONVEYANCE PIPING INSTALLATION

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In furtherance to Item No. 15 of the docket of May 20, 2020, 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 investigation and remediation of contamination within and emanating from areas within Bethpage Community Park. Among the projects being undertaken by NGSC for this purpose is the remediation of the 'RW-21' groundwater hotspot.

To facilitate this work, NGSC has requested access to Town right-of-way on Grumman Road East/Hickey Boulevard, Bethpage, for the purpose of the installation of conveyance piping to connect recovery wells to a future treatment plant on NGSC property. NGSC has submitted design documents and associated work plans for this purpose which have been reviewed and approved by the New York State Department of Conservation.

The attached Site Access Agreement has been negotiated between the Town of Oyster Bay and NGSC, which provides the guidelines for NGSC and its representatives to perform the work on Town property and to provide protections to the Town and the area residents. This Agreement has been reviewed and approved by the Office of the Town Attorney.

The Department of Public Works recommends and requests that the Town Board, by Resolution, approve the attached Site Access Agreement and authorize the Town Supervisor, or his designee, to execute this Agreement on behalf of the Town.

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

RWL/JCT/MR/lk

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

TB DOCKET NGSC RW-21 GRUMMAN RD PIPELINE SUPP

**RW-21 PROJECT AREA TREATMENT SYSTEM**
**SITE ACCESS AGREEMENT: Grumman Road East Pipe Installation**

THIS ACCESS AGREEMENT (the "Agreement"), effective on the date of the last signature below (the "Effective Date"), is entered into by and between NORTHROP GRUMMAN SYSTEMS CORPORATION and THE TOWN OF OYSTER BAY.

W I T N E S S E T H:

WHEREAS, THE TOWN OF OYSTER BAY (the "TOWN") is a municipal corporation, having its principal place of business at Town Hall, Audrey Avenue, Oyster Bay, New York 11771; and

WHEREAS, NORTHROP GRUMMAN SYSTEMS CORPORATION ("NGSC"), having its place of business at 925 South Oyster Bay Road Bethpage, New York 11714, has entered into an Order on Consent Index # W1-1183-14-05 ("DEC Order") with the New York State Department of Environmental Conservation ("DEC"); and

WHEREAS, to properly carry out NGSC's obligations under the DEC Order to remediate the RW-21 Project Area groundwater contamination hotspot, which is a portion of the Operable Unit ("OU3") off site plume, it is necessary for NGSC to access the Town property shown on Exhibit A (the Town Property) for the installation of pipes in the portion of Grumman Road East shown on Exhibit A.

WHEREAS, in the spirit of cooperation and in order to expedite the remediation process and without assuming any remediation obligations, or any other obligations that are not set forth in this Agreement, the TOWN desires to cooperate with NGSC in its performance of its obligations under the DEC Order.

NOW, THEREFORE, for the purpose set forth above and in consideration of the promises and mutual covenants contained in this Agreement, it is hereby agreed as follows:

1. The TOWN agrees to provide NGSC and its duly authorized agents, employees, contractors, consultants and sub-consultants (collectively, the "NGSC Representatives") reasonable access (in accordance with Paragraphs 2 and 3 of this Agreement) to the Town Property for the purpose of conducting the pipe installation and related work in support of the RW-21 project in Grumman Road East (the "Work"). Work on the Town Property granted pursuant to this Agreement shall be limited to weekdays from 7:00 a.m. to 5:00 p.m., and none of the Work shall be permitted on Saturdays, Sundays, or official TOWN holidays, unless the TOWN agrees otherwise or unless required to respond to an emergency. This work schedule may be modified upon NGSC providing written notification to the TOWN and in turn NGSC receiving written consent from the TOWN.

2. NGSC agrees to conduct the Work, in cooperation with the TOWN, in a manner and on a schedule that reasonably minimizes the impacts on the TOWN, TOWN residents, the Town Property and the public. NGSC shall also continue to participate in meetings with the TOWN for the purposes of coordinating said Work and to reasonably minimize potential conflicts with the TOWN and its residents. In connection with its obligations under this Agreement, NGSC shall conduct public outreach by providing information (such as a fact sheet) through electronic means until NGSC is able, consistent with law, to conduct public outreach in a manner consistent with the public outreach conducted by NGSC for other NGSC projects in the TOWN, and NGSC shall, consistent with the public outreach it has undertaken for such other projects, inform the TOWN in advance of such public outreach. NGSC shall distribute a fact sheet that describes the Work and provides contact information so that members of the public know where to address questions.

3. NGSC shall provide the TOWN with the name and telephone number of two (2) emergency contacts who can be reached on a 24-hour basis in the event of emergency.

4. During all field activities, NGSC shall have on-site a representative who is qualified to supervise the Work to be undertaken, and whose name shall be submitted to the TOWN prior to such field activities. This individual shall be available for contact by telephone from the TOWN at all times during the performance of the Work in the event that the TOWN has a need to establish contact with an on-site representative of NGSC. The individuals listed in Paragraph 17, from both NGSC and the TOWN, shall have the authority to stop Work if they become aware of a change of conditions during the Work whereby continuation of the Work presents a significant risk to human health or the environment.

5. NGSC shall provide, when reasonably practicable, prior written notice to the DEC and the TOWN regarding additions, changes, or modifications to the Work that is to be performed at the Town Property. NGSC shall promptly inform the DEC and the TOWN of any material or significant additions, changes or modifications in the Work made in the field. If an emergency condition arises such that NGSC needs to respond immediately, NGSC must address the emergency situation and provide immediate notice to the TOWN, but no later than 4 hours after the event.

6. A Traffic Safety Plan ("TSP"), Health and Safety Plan ("HASP"), and Community Air Monitoring Plan ("CAMP") were prepared for the Work and provided to the TOWN on April 21, 2020. NGSC shall be responsible for administering the TSP, the HASP, and the CAMP. NGSC will also coordinate the necessary utility mark-out prior to the performance of the Work, in accordance with applicable regulations. NGSC assumes all liability for any damage to all utilities

and infrastructure relating to the Work, including but not limited to subsurface utilities (e.g., water, sewers), road pavement, sidewalks/curbs, and landscaping.

7. NGSC will provide a check in the amount of $50,000.00 to be held in escrow (the "Escrow Funds") (a) as security to cover repairs to TOWN utilities and infrastructure caused by Northrop Grumman or its contractors relating to performance of the Work; and (b) to reimburse the TOWN for engineering and consulting expenses incurred in reviewing plans for the Work, including reviewing the Work Plan, TSP, HASP and CAMP. The TOWN may draw down on the Escrow Funds to repair any damage to its utilities and/or infrastructure that is not repaired by NGSC within 15 days after NGSC receives written notice of the damage from the TOWN. NGSC shall replenish the Escrow Funds with an additional $50,000 within ten (10) days of the funds being exhausted. Prior to drawing down on the Escrow Funds, the TOWN shall forward to NGSC a copy of the invoice that the TOWN is using the Escrow Funds to pay. The cost of engineering and consulting fees for which the Town may use Escrow Funds shall not exceed $5,000. Upon completion of the Work and restoration of the Town Property as provided herein, NGSC shall inform the TOWN by email that the Work is complete. The TOWN shall inspect the Work within fifteen (15) days after notice of completion and shall within a reasonable time after the inspection, inform NGSC that the Work is complete or it shall identify items of Work that it asserts are not complete. The TOWN shall return any unused portion of the Escrow Funds to NGSC. Within 45 days after the TOWN approves the completion of the Work, the TOWN shall return any money remaining in the escrow to NGSC.

8. Any and all solid waste, soil cuttings, excavation dewatering water, and groundwater development water or any other waste generated as a result of the Work by NGSC Representatives shall be controlled, removed and disposed, and, if necessary, treated, consistent

with applicable law, at the sole cost and expense of NGSC. Work that involves excavation or soil disturbance shall be performed in accordance with the CAMP. NGSC shall notify the TOWN of any exceedances of criteria established under the CAMP or any other regulatory requirement pursuant to which NGSC is monitoring within 24 hours of identifying the exceedance and shall provide to the TOWN copies of the daily data and reports of the air monitoring program concurrent with NGSC's provision of such data and reports to the DEC. NGSC Representatives shall not perform any equipment decontamination on or at the Town Property.

9. Upon completion of Work, the Town Property will be restored to the TOWN's satisfaction in accordance with TOWN standards. Any pavement striping that may be affected by the Work shall also be restored.

10. NGSC shall provide to the TOWN a copy of any and all data and reports that NGSC submits to the DEC, New York State Department of Health, or other regulatory agency regarding the Work covered by this Agreement. NGSC's provision of such data and reports to the TOWN shall be concurrent with NGSC's submission to said agency or agencies. All data and reports shall be provided to the TOWN in an electronic format.

11. The TOWN may have a representative present to observe the Work, who must fully comply with the HASP.

12. NGSC and NGSC Representatives shall be solely responsible for compliance with any and all applicable laws governing or relating to their activities pursuant to this Agreement, and all Work performed at the Town Property shall be done in workmanlike manner.

13. NGSC Representatives having access to the Town Property shall maintain, at their sole cost and expense, the following insurance coverage: (a) worker's compensation insurance, as required by law, to cover employees engaged in the activities conducted pursuant this Agreement;

(b) automobile insurance with a combined single limit of not less than $1,000,000; (c) comprehensive commercial liability insurance with a general aggregate limit of not less than $2,000,000 and a per occurrence limit of not less than $1,000,000; and (d) professional liability or contractor's pollution liability insurance with an aggregate limit of not less than $5,000,000, relating to the performance of the Work conducted pursuant to this Agreement. The TOWN and any of its participating consultants shall be named as an additional insured on the policies issued pursuant to (b), (c), and (d) above, except for professional liability insurance provided by its consultants, and NGSC has provided the TOWN with certificates of insurance and policy endorsements for the Work prior to the start of the Work.

14. NGSC shall indemnify and hold the TOWN and/or its agents, employees, tenants, invitees, contractors and/or consultants harmless from any and all losses, costs, damages, liens, claims, actions, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable expert and consulting fees, court costs and disbursements), resulting from personal injury or property damage of whatsoever kind whether direct or indirectly caused by the negligent acts or omissions or malfeasance of NGSC or NGSC Representatives arising from or by reason of the Work conducted by or on behalf of NGSC or NGSC Representatives at the Town Property pursuant to this Agreement. NGSC's obligation to indemnify and hold the TOWN harmless shall not apply to the extent the above-described losses, costs, damages, liens, claims, actions, liabilities, and expenses result from the negligence or malfeasance of the TOWN and/or its agents, employees, contractors, consultants, tenants, invitees or licensees. To the extent the negligent and/or intentional malfeasance of the TOWN and/or its agents, etc. caused or contributed in any way to the loss, cost, damage, claim, lien, action, liability, or expense, NGSC shall have no obligation to indemnify or hold the TOWN or its agents, etc. harmless with respect to the

percentage of the loss, cost, etc. resulting therefrom. Under those circumstances, NGSC shall indemnify and hold the TOWN and its agents and consultants harmless only for that percentage of the loss, claim, etc. that resulted from the negligent conduct, omissions, or malfeasance of NGSC and/or the NGSC Representatives. NGSC's obligation to indemnify and hold the TOWN harmless relates exclusively to the Work performed and NGSC's access to the Town Property under this Agreement and shall not apply to any losses, claims, actions or liabilities arising from the environmental conditions existing at the Town Property at the time access to such area was first granted. This indemnification shall survive the expiration and/or termination of this Agreement. This Paragraph is not intended to be, nor shall it be interpreted as, a waiver or release by either party for any claim or potential claim arising outside of this Agreement. This Agreement is not intended to address liability for other Work that may be necessary at the Site, including if additional work is required following the implementation of the work outlined in this Agreement.

15. This Agreement shall constitute a temporary license that may not be expanded or extended without the written consent of the TOWN, and the granting of access conferred by this Agreement shall not be construed as any form of tenancy interest or ownership interest in the Town Property or other type of interest.

16. This Agreement shall expire the earlier of either: (1) NGSC's written notification to the TOWN that NGSC's activities at the Town Property have been completed and that access to the Town Property is no longer needed with respect thereto, or (2) notice by the TOWN Board, upon five (5) days' written notice and for good cause, that it is terminating its grant of access provided under this Agreement to NGSC. Where there exists a risk to health and safety, or the environment as provided in Paragraph 19, no such written notice is required Notice by the TOWN Board shall be preceded by a letter notifying NGSC of the pending termination and the cause and

providing fifteen (15) days to cure or, if more time is needed, to show reasonable progress toward curing the asserted cause for termination.

17. This Agreement shall be binding upon and inure to the benefit of NGSC and the TOWN and their respective assigns, successors, and any subsequent owner, transferee, or lessee.

18. The TOWN shall issue a Notice to Proceed to NGSC upon final review of the Work Plan, CAMP, HASP and TSP, and upon execution of this Agreement by the TOWN and NGSC. The Notice to Proceed shall not be unreasonably withheld or delayed.

19. The TOWN may stop or interrupt the Work if it reasonably determines that there has been a change in conditions that has resulted in a risk to health and safety, or the environment, and notifies NGSC and DEC of the condition. The Work shall be recommenced upon the TOWN's reasonable review and determination that the risk to health and safety or to the environment has been abated.

20. Except for notices referenced in Paragraphs 3, 4, 5, 7, 8 and 19, all notices desired or required to be given hereunder, shall be given in writing by certified mail, return receipt requested, or by Federal Express, or other overnight courier service to the respective addresses shown below or such other address as the parties may later specify for that purpose by notice to the other party. All such notices shall be deemed given effective upon receipt.

If to NORTHROP GRUMMAN SYSTEMS CORPORATION:

Northrop Grumman Systems Corporation
Attention: Corporate Real Estate - Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Attention: Law Department – Real Estate Notices
Falls Church, VA 22042-4511

With a copy to:

Aaron Gershonowitz, Esq.
Forchelli Deegan Terrana LLP
333 Earle Ovington Blvd.
Uniondale, NY 11553

Edward J. Hannon
Environmental, Safety, Health and Medical Manager
Northrop Grumman Systems Corporation
925 South Oyster Bay Road
Mail Stop D08083 / BP15
Bethpage, NY 11714-3582

Northrop Grumman Systems Corporation
Attn: Sector Real Estate – Legal Notices
One Space Park Drive, M/S: K02620
Redondo Beach, CA 90278

If to the TOWN:

Office of the Town Attorney
TOWN OF OYSTER BAY
54 Audrey Avenue
Oyster Bay, N.Y. 11771
Attn: Matthew M. Rozea, Esq.

Richard Lenz P.E., Commissioner
TOWN OF OYSTER BAY
Department of Public Works
150 Miller Place
Syosset, N.Y. 11791

With a copy to:

Rich LaMarca, Town Clerk
TOWN OF OYSTER BAY
54 Audrey Avenue
Oyster Bay, N.Y. 11771

Russell B. Selman
Schiff Hardin LLP
233 South Wacker Dr., Ste. 7100
Chicago, IL 60606

Communications other than legal Notices and necessary to coordinate field work, and to comply with Sections 3, 4, 5 and 19 above may be directed to the following individuals:

If to NORTHROP GRUMMAN SYSTEMS CORPORATION:

Edward J. Hannon
Environmental, Safety, Health and Medical Manager
Northrop Grumman Systems Corporation
925 South Oyster Bay Road Mail Stop D08083 / BP15
Bethpage, NY 11714-3582
Phone: (516) 575-2333

If to the TOWN:

Richard Lenz P.E., Commissioner
TOWN OF OYSTER BAY
Department of Public Works
150 Miller Place
Syosset, N.Y. 11791
Phone: (516) 677-5706
Fax: (516) 677-5878

21. This Agreement is not an admission of liability or responsibility as against either NGSC or the TOWN for any environmental contamination nor is this Agreement admissible in any proceeding except in connection with the enforcement of its terms. This Agreement shall not give rise to any rights by parties who are not signatories to this Agreement and may not be deemed to grant any rights whatsoever to third parties.

22. This Agreement is the complete and exclusive Agreement between the Parties, notwithstanding any representations or statements to the contrary heretofore made.

23. Any modifications to this Agreement shall be in writing, executed by authorized representatives of NGSC and the TOWN, and shall specifically state that it is such a modification. This provision cannot be waived orally.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising hereunder shall be commenced and tried in the Supreme Court of the State of New York, County of Nassau.

25. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement.

26. This execution of this Agreement by the TOWN has been authorized by TOWN Board Resolution _____-2020, adopted on [insert date], 2020.

IN WITNESS WHEREOF, NORTHROP GRUMMAN SYSTEMS CORPORATION and TOWN OF OYSTER BAY have executed this Access Agreement.

**NORTHROP GRUMMAN SYSTEMS CORPORATION**

By:_____

Name: A J Paz

Title: Corporate Director of Real Estate

Dated:_____

**TOWN OF OYSTER BAY**

By:_____

Name: _____

Title:_____

Dated:_____

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# TOWN OF OYSTER BAY

# INTER-DEPARTMENTAL MEMO

MAY 18, 2020

TO : MEMORANDUM DOCKET

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

SUBJECT: SITE ACCESS FOR NORTHROP GRUMMAN SYSTEMS CORPORATION
GRUMMAN-NAVY PLUME, RW-21 GROUNDWATER REMEDIATION SYSTEM
GRUMMAN ROAD EAST/HICKEY BOULEVARD CONVEYANCE PIPING INSTALLATION
SUPPLEMENTAL MEMO TO FOLLOW

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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 investigation and remediation of contamination within and emanating from areas within Bethpage Community Park. Among the projects being undertaken by NGSC for this purpose is the remediation of the 'RW-21' groundwater hotspot.

To facilitate this work, NGSC has requested access to Town right-of-way on Grumman Road East/Hickey Boulevard, Bethpage, for the purpose of the installation of conveyance piping to connect recovery wells to a future treatment plant on NGSC property. NGSC has submitted design documents and associated work plans for this purpose which have been reviewed and approved by the New York State Department of Conservation.

A Site Access Agreement between NGSC and the Town for the performance of this work is currently being negotiated.

The Department of Public Works requests that a space be reserved at the Town Board Meeting of June 2, 2020 for the Town Board to take action on approval of the described Site Access Agreement.

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

RWL/JCT/MR/mr

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

TB DOCKET NGSC RW-21 GRUMMAN RD PIPELINE RESERVE

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on June 2, 2020, at 10:00 A.M., Prevailing Time.

PRESENT:

Supervisor Saladino
Supervisor

Councilwoman Johnson
Councilman

Councilman Imbroto
Councilman

Councilman Hand
Councilman

Councilman Labriola
Councilman

Councilwoman Maier
Councilman

Councilwoman Walsh
Councilman

| | |
|---|---|
| In the Matter of the Increase and Improvement of the Facilities of the Town of Oyster Bay Jericho Water District in the Town of Oyster Bay, Nassau County, New York | Resolution No. 293-2020<br><br>ORDER CALLING PUBLIC HEARING |

WHEREAS, the Town Board of the Town of Oyster Bay, Nassau County, New York, has been presented with a petition, executed by a majority of the duly elected Water District Commissioners of the Jericho Water District on April 21, 2020, pursuant to Section 216 of the Town

Law, requesting the increase and improvement of the facilities of the Jericho Water District in said Town, consisting of, but not limited to, construction of a new well at the South Woods Road property, installation of an Advanced Oxidation Process ("AOP") water treatment system for Wells 9 and 14, installation of an AOP system at Wells 25 and 26, along with related equipment and facility upgrades at the Kirby Lane site, drainage improvements for Kirby Lane, relocation and installation of granular activated carbon ("GAC") system from Well 5 to Well 17 and pump rehabilitation and other improvements to Well 17, installation of a new GAC system and well pump rehabilitation or replacement at Well 20, installation of a booster pumping station at Split Rock, and incidental expenses in connection therewith, and

WHEREAS, said District has prepared a map, plan and report, including an estimate of cost, relating to said increase and improvement of facilities of said Jericho Water District, in form and substance acceptable to the Town Board; and

WHEREAS, the map, plan and report is in the form of a report from D&B Engineers and Architects, P.C., engineers duly licensed in the State of New York, entitled "Report on the Need for Improvements at Various Water Supply Facilities for 2020 Bond Issue" dated March 2020; and

WHEREAS, a portion of the $35,776,570 estimated maximum cost of such increase and improvement of facilities in the amount of $23,219,000 is to be borne by the Jericho Water District under a proposed issuance of up to $23,219,000 of bonds of the Town; and

WHEREAS, such $23,219,000 cost shall be annually apportioned and assessed upon the several lots and parcels of land within said Jericho Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared on behalf of the Jericho Water District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such

increase and improvement and it has been determined that such increase and improvement will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on said proposed increase and improvement of facilities and the map, plan and report, including estimate of cost pursuant to Section 202-b of the Town Law;

NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held on June 16, 2020 at 10:00 A.M., Prevailing Time, at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, or at another place or using a different method of communication to be determined by the Town Board in accordance with Executive Order 202.1, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of the Jericho Water District in said Town, and the map, plan and report including estimate of cost referred to in the preambles hereof, at which time said Town Board will include in the record of said hearing all comments received from all persons interested in the subject thereof concerning the same, and shall keep the record of said hearing open until July 10, 2020, to receive comments from any other person interested in the subject thereof, which comments shall form part of the public record of said hearing.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in Newsday, a newspaper having general circulation in the Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet on June 16, 2020 at 10:00 A.M., Prevailing Time, at Town Hall East, 54 Audrey

Avenue, Oyster Bay, New York, in said Town, or at another place or using a different method of communication to be determined by the Town, all in accordance with Executive Order 202.1, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Jericho Water District in said Town, consisting of, but not limited to, construction of a new well at the South Woods Road property, installation of an Advanced Oxidation Process ("AOP") water treatment system for Wells 9 and 14, installation of an AOP system at Wells 25 and 26, along with related equipment and facility upgrades at the Kirby Lane site, drainage improvements for Kirby Lane, relocation and installation of granular activated carbon ("GAC") system from Well 5 to Well 17 and pump rehabilitation and other improvements to Well 17, installation of a new GAC system and well pump rehabilitation or replacement at Well 20, installation of a booster pumping station at Split Rock, and incidental expenses in connection therewith, at an estimated maximum cost of $35,776,570, of which $23,219,000 of bonds of the Town is proposed to be issued therefor, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Jericho Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project, prepared by D&B Engineers and Architects, P.C. and entitled "Report on the Need for Improvements at Various Water Supply Facilities for 2020 Bond Issue", is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

An environmental analysis has been prepared on behalf of the Jericho Water District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of the Jericho Water District and it has been determined that such increase and improvement of the facilities of the Jericho Water District will not result in any significant environmental effects.

Pursuant to the provisions of the New York State Executive Order No. 202.1, et seq., this meeting may be held remotely be teleconference, and will be available for the public to view via live stream at www.oysterbaytown.com, and such meeting will be recorded and later transcribed. Members of the public may comment on this proposed law, with such comments being entered in to the record, by forwarding said comments to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, to be received no later than July 10, 2020.

Dated: Oyster Bay, New York
June 2, 2020

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF OYSTER BAY,
NASSAU COUNTY, NEW YORK

Richard LaMarca
Town Clerk

Section 3. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

| | | |
|---|---|---|
| Supervisor Saladino | VOTING | AYE |
| Councilwoman Johnson | VOTING | AYE |
| Councilman Imbroto | VOTING | AYE |
| Councilman Hand | VOTING | AYE |
| Councilman Labriola | VOTING | AYE |
| Councilwoman Maier | VOTING | AYE |
| Councilwoman Walsh | VOTING | AYE |

The order was thereupon declared duly adopted.

Reviewed By
Office of Town Attorney

* * * *

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on June 2, 2020, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), as modified by Executive Order 202.1, said meeting was live streamed by video for the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

| Newspaper and/or Other News Media | Date Given |
| --- | --- |
| various publications throughout the Town of Oyster Bay | May 29, 2020 |

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

| Designated Location(s) of Posted Notice | Date of Posting |
| --- | --- |
| bulletin board, 1st floor<br>54 Audrey Avenue<br>Oyster Bay, NY | May 29, 2020 |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on June 3, 2020.

Town Clerk

(CORPORATE SEAL)

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on June 2, 2020, at 10:00 A.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino
Councilwoman Johnson
Councilman Imbroto
Councilman Hand
Councilman Labriola
Councilwoman Maier
Councilwoman Walsh

ABSENT: no one.

The following resolution was offered by Councilwoman Johnson who moved its adoption, seconded by Councilman Imbroto, to-wit:

# Town of Oyster Bay
## Inter-Departmental Memo

May 27, 2020

**To:** Memorandum Docket

**From:** Robert Darienzo, Director of Finance

**Subject:** Public Hearing – Jericho Water District Improvements

---

Town Board action is required to approve the resolution calling for a public hearing on June 16, 2020 to authorize the issuance of serial bonds for Jericho Water District Improvements. Bond Counsel will prepare this resolution and the requisite notice and forward same to the Office of the Town Attorney.

Please suspend the rules and place this resolution on the Town Board action calendar for the Town Board meeting of June 2, 2020. Thank you.

Robert Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 9 copies)
Word/Documents/Docket/2020 jericho wd improve

RESOLUTION NO. 294, 2020

REFUNDING BOND RESOLUTION DATED JUNE 2, 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTIONS 90.00 AND 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, TO BE DESIGNATED "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the Town of Oyster Bay (the "Town") heretofore issued $107,095,000 Public Improvement (Serial) Bonds, 2013 Series B, dated November 14, 2013 (the "2013 Series B Bonds"), pursuant to various bond resolutions for various objects or purposes all as set forth in Exhibit A attached hereto and made a part hereof, and a bond certificate of the Supervisor dated November 14, 2013 executed in connection therewith, and of which there are presently $58,240,000 aggregate principal amount outstanding, maturing on November 1 in each of the following years and amounts;

| Year | Amount | Year | Amount |
|---|---|---|---|
| 2021 | $7,485,000 | 2025 | $8,570,000 |
| 2022 | 7,750,000 | 2026 | 8,910,000 |
| 2023 | 7,980,000 | 2027 | 9,265,000 |
| 2024 | 8,280,000 | | |

WHEREAS, it appears that it would be in the public interest to refund $58,240,000 outstanding principal amount of the 2013 Series B Bonds maturing in each of the years 2021 through 2027, inclusive (the "Refunded Bonds") by the issuance of refunding bonds pursuant to Sections 90.00 and 90.10 of the Local Finance Law; and

WHEREAS, it appears that the refunding of the Refunded Bonds will result in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. For the object or purpose of refunding all or a portion of the $58,240,000 aggregate principal amount of the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of interest payable on the Refunded Bonds to and including the dates on which the Refunded Bonds that are callable are to be called prior to their respective maturities in accordance with the Refunding Financial Plan (as hereinafter defined), (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the Refunding Financial Plan, as hereinafter defined, compensation to the Underwriter, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract, if applicable, as hereinafter defined, and fees and charges of the escrow holder, as hereinafter mentioned, (iv) any the redemption premiums to be paid on the Refunded Bonds which are to be called prior to their respective maturities, and (v) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding $60,000,000 refunding serial bonds of the Town pursuant to the provisions of Sections 90.00 and 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately $54,145,000, as provided in Section 5 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues. The Refunding Bonds shall be designated substantially "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BOND", including the year of issuance, and a series designation if appropriate, shall be dated August 3, 2020, or such earlier or later date as shall hereafter be determined by the Supervisor pursuant to Section 5 hereof, shall be of the denomination of $5,000 each or any integral multiple thereof not exceeding the principal amount of each respective maturity, shall be numbered with the prefix "R-" followed by the last two digits of

the year of issuance, a dash and then from 1 upward, and shall mature annually in each of the years 2020 through 2027, inclusive, or on such other dates as the Supervisor shall hereafter determine pursuant to Section 5 hereof, bearing interest payable semi-annually on May 1 and November 1, commencing November 1, 2020, or such other dates as the Supervisor shall hereafter determine pursuant to Section 5 hereof, at the rate or rates of interest per annum as may be necessary to sell the same, all as shall be determined by the Supervisor. It is hereby further determined that the Refunding Bonds may be issued in one or more series, each having a separate maturity date and separate interest payment dates. The Supervisor shall determine the amortization of each series, and may employ level debt service as an alternate method of amortization, at the discretion of the Supervisor.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the Supervisor shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the Town by lot in any customary manner of selection as determined by the Supervisor. Notice of such call for redemption shall be given by mailing such notice to the registered owners not more than sixty (60) days nor less than thirty (30) days prior to such date in accordance with the terms of the Refunded Bonds. Notice of redemption having been given as aforesaid, the bonds so called for redemption shall, on the date for redemption set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

Section 3. The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York,

New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the Town shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in registered, certificated form of the denominations of $5,000 each or any integral multiple thereof not exceeding the principal amount of each respective maturity. In the case non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Town Clerk as fiscal agent for the Refunding Bonds to the Depository Trust Company, New York, New York, or to its partnership nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds to the Town Clerk as fiscal agent for the Refunding Bonds.

In the event said Refunding Bonds are issued in registered, certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by a bank or trust company located or authorized to do business in the State of New York, as shall hereafter be designated by the Supervisor as fiscal agent of the Town for the Refunding Bonds (the "Fiscal Agent") to the registered owners of the Refunding Bonds as shown on the registration books of the Town maintained by the Fiscal Agent as of the close of business on the last business day or fifteenth day of the calendar month preceding each interest payment date, as appropriate. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of the Fiscal Agent.

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount. Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The Supervisor, as chief fiscal officer of the Town, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said Town, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the Town, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form.

The Refunding Bonds shall be executed in the name of the Town by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted, affixed or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk. In the event that the Refunding Bonds are issued in certificated form, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law or subdivision 4 of paragraph g of Section 90.00 of the Local Finance Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 4. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Sections 90.00 and 90.10 of the Local Finance Law, as applicable.

(b) the maximum periods of probable usefulness permitted by law at the time of the issuance of each of the Refunded Bonds and the objects or purposes for which such respective Refunded Bonds were issued are as shown upon Exhibit A attached hereto and hereby made a part hereof.

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the period of probable usefulness of each of the objects or purposes, or the weighted average of the periods of probable usefulness of the objects or purposes for which the Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law or subdivision 1 of paragraph a of Section 90.00 of the Local Finance Law.

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Sections 90.00 and 90.10 of the Local Finance Law, is as shown in the Refunding Financial Plan described in Section 5 hereof.

Section 5. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refundings, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, is set forth in Exhibit B attached hereto and hereby made a part of this resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount of $54,145,000, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth in said Exhibit B. This Town Board recognizes that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the Town will likely differ from such assumptions and that the Refunding Financial Plan will also differ from that attached hereto as Exhibit B. The Supervisor is hereby authorized and directed to determine which Refunding Bonds are to be issued, the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the

date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraphs e and f of Section 57.00 of the Local Finance Law, and pursuant to subdivision 2 of paragraph f of Sections 90.00 and 90.10 of the Local Finance Law, and the rate or rates of interest to be borne thereby, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the Supervisor; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Sections 90.00 and 90.10 of the Local Finance Law. The Supervisor shall file a copy of a certificate or certificates of the Supervisor determining the details of the Refunding Bonds and of the final Refunding Financial Plan with the Town Clerk not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 6. Pursuant to the provisions of paragraph a of Section 56.00 of the Local Finance Law, the power to determine whether to issue the Refunding Bonds having substantially level or declining annual debt service, as provided in paragraph d of Section 21.00 and in paragraph c of Section 90.10 or in paragraph b-1 of Section 90.00 of the Local Finance Law, is hereby delegated to the Supervisor. All other matters relating to said Refunding Bonds issued by said Town and having substantially level or declining annual debt service, is hereby delegated to the Supervisor.

Section 7. The Supervisor is hereby further delegated all powers of this Town Board with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

Section 8. The Supervisor is hereby authorized and directed to enter into an escrow contract (the "Escrow Contract") if deemed necessary by the Supervisor, with a bank or trust company chosen by the Supervisor, located and authorized to do business in this State (the "Escrow Holder"), for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Sections 90.00 and 90.10 of the Local Finance Law.

Section 9. The faith and credit of said Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such Refunding Bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 10. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon and any amount applied by or on behalf of the Town on the date of delivery of the Refunding Bonds for costs of credit enhancement, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Any accrued interest on the Refunding Bonds shall be expended to pay interest on the Refunding Bonds on November 1, 2020, or such other first interest payment date of as may be determined by the Supervisor in accordance with Section 5 hereof. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds for which such escrow deposit fund was established in accordance with Sections 90.00 and 90.10 of the Local Finance Law, and the holders, from time to time, of such Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder.

Such pledge and lien shall become valid and binding upon the issuance of such Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in such escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof.

Section 11. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the Town shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds, issued as tax-exempt bonds, to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the regulations promulgated by the United States Treasury Department thereunder, as then in effect.

Section 12. In accordance with the provisions of Section 53.00 and Section 90.00 or of paragraph h of Section 90.10, as applicable, of the Local Finance Law, the Town hereby elects to call in and redeem all the Refunded Bonds on November 1, 2020, or on such date or dates as shall be determined by the Supervisor in accordance with the final Refunding Financial Plan. The sum to be paid on such redemption dates shall be the par value of the called Refunded bonds, plus interest, without premium. The Escrow Holder for the Refunding Bonds is hereby authorized and directed to cause notice of such calls for redemption to be given in the name of the Town in the manner and within the times provided in each respective Refunded Bond Resolution. Such notice of redemption shall be in substantially the form to be attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Holder to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publications requirements of paragraph a of Section 53.00 of the Local Finance law, or any successor law thereto.

Section 13. The Refunding Bonds shall be sold at private sale to Oppenheimer & Co., an underwriter designated by the Supervisor upon completion of the request for proposals procurement process (the "Underwriter"), for a purchase price to be determined by the Supervisor on the date of sale thereof, plus accrued interest from the date of the Refunding Bonds to the date of the delivery of and payment for the Refunding Bonds, and all powers in connection with the sale of the Refunding Bonds to the Underwriter are hereby delegated to the Supervisor. Subject to the approval of the terms and conditions of such sale by the State Comptroller as required by subdivision 2 of paragraph f of Section 90.10 or paragraph d of Section 90.00 of the Local Finance Law, the Supervisor is hereby authorized to execute and deliver a purchase contract for the Refunding Bonds in the name and on behalf of the Town providing the terms and conditions for the sale and delivery of the Refunding Bonds to the Underwriter. After the Refunding Bonds have been duly executed, they shall be delivered by the Supervisor to the Underwriter in accordance with said purchase contract upon the receipt by the Town of said purchase price, including accrued interest.

Section 14. The Supervisor and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 15. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the Supervisor and all powers in connection thereof are hereby delegated to the Supervisor.

Section 16. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 17. A summary of this resolution, which takes effect immediately, shall be published in excerpted, summary form in a newspaper to be designated for this purpose as the official newspaper of said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

| | | |
|---|---|---|
| Supervisor Saladino | VOTING | AYE |
| Councilwoman Johnson | VOTING | AYE |
| Councilman Imbroto | VOTING | AYE |
| Councilman Hand | VOTING | AYE |
| Councilman Labrfola | VOTING | AYE |
| Councilwoman Maier | VOTING | AYE |
| Councilwoman Walsh | VOTING | AYE |

The resolution was thereupon declared duly adopted.

* * * * * *

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on June 2, 2020, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

_____ (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, or

X (2) due to the COVID-19 pandemic, said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Executive Order 202.1, as amended.

Office of Town Attorney

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

| Newspaper and/or other news media | Date given |
|---|---|
| various publications throughout the Town of Oyster Bay | May 29, 2020 |

69705112.2

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

| Designated Location(s) of posted notice | Date of Posting |
| --- | --- |
| bulletin board, 1st floor<br>54 Audrey Avenue<br>Oyster Bay, NY | May 29, 2020 |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town, this June 3, 2020.

Town Clerk

(SEAL)

69705112.2

EXHIBIT A TO THE

REFUNDING BOND RESOLUTION

OBJECTS OR PURPOSES IN THE REFUNDED
BONDS AND THEIR MAXIMUM
PERIODS OF PROBABLE USEFULNESS

EXHIBIT B

TO THE REFUNDING BOND RESOLUTION

# PRELIMINARY REFUNDING FINANCIAL PLAN
# OF
# TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK

PREPARED BY
OPPENHEIMER & CO. INC.

Dated: April 14, 2020

TABLE OF CONTENTS

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

SOURCES AND USES OF FUNDS

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| | |
|---|---|
| **Sources:** | |
| Bond Proceeds: | |
| Par Amount | 54,145,000.00 |
| Premium | 5,565,722.55 |
| | 59,710,722.55 |
| **Uses:** | |
| Refunding Escrow Deposits: | |
| Cash Deposit | 0.57 |
| SLGS Purchases | 59,363,814.00 |
| | 59,363,814.57 |
| Delivery Date Expenses: | |
| Cost of Issuance | 75,000.00 |
| Underwriter's Discount | 270,725.00 |
| | 345,725.00 |
| Other Uses of Funds: | |
| Additional Proceeds | 1,182.98 |
| | 59,710,722.55 |

SUMMARY OF REFUNDING RESULTS

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| | |
|---|---|
| Dated Date | 08/03/2020 |
| Delivery Date | 08/03/2020 |
| Arbitrage yield | 1.497860% |
| Escrow yield | 0.282543% |
| Value of Negative Arbitrage | 175,316.24 |
| | |
| Bond Par Amount | 54,145,000.00 |
| True Interest Cost | 1.610206% |
| Net Interest Cost | 1.716760% |
| Average Coupon | 3.962445% |
| Average Life | 4.355 |
| | |
| Par amount of refunded bonds | 58,240,000.00 |
| Average coupon of refunded bonds | 4.000000% |
| Average life of refunded bonds | 4.386 |
| | |
| PV of prior debt to 08/03/2020 @ 1.497860% | 64,957,552.55 |
| Net PV Savings | 5,248,012.98 |
| Percentage savings of refunded bonds | 9.011011% |
| Percentage savings of refunding bonds | 9.692516% |

SUMMARY OF BONDS REFUNDED

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| Bond | Maturity Date | Interest Rate | Par Amount | Call Date | Call Price |
|---|---|---|---|---|---|
| Series 2013 B Public Improvement, 13BPI: | | | | | |
| BOND | 11/01/2021 | 4.000% | 7,485,000.00 | 11/01/2020 | 100.000 |
| | 11/01/2022 | 4.000% | 7,750,000.00 | 11/01/2020 | 100.000 |
| | 11/01/2023 | 4.000% | 7,980,000.00 | 11/01/2020 | 100.000 |
| | 11/01/2024 | 4.000% | 8,280,000.00 | 11/01/2020 | 100.000 |
| | 11/01/2025 | 4.000% | 8,570,000.00 | 11/01/2020 | 100.000 |
| | 11/01/2026 | 4.000% | 8,910,000.00 | 11/01/2020 | 100.000 |
| | 11/01/2027 | 4.000% | 9,265,000.00 | 11/01/2020 | 100.000 |
| | | | 58,240,000.00 | | |

SAVINGS

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| Date | Prior Debt Service | Refunding Debt Service | Savings | Present Value to 08/03/2020 @ 1.4978601% |
|---|---|---|---|---|
| 12/31/2020 | 1,164,800.00 | 855,668.89 | 309,131.11 | 308,005.52 |
| 12/31/2021 | 9,814,600.00 | 9,062,200.00 | 752,400.00 | 739,465.81 |
| 12/31/2022 | 9,780,200.00 | 9,027,800.00 | 752,400.00 | 728,186.93 |
| 12/31/2023 | 9,700,200.00 | 8,951,600.00 | 748,600.00 | 713,695.72 |
| 12/31/2024 | 9,681,000.00 | 8,932,000.00 | 749,000.00 | 703,413.44 |
| 12/31/2025 | 9,639,800.00 | 8,886,400.00 | 753,400.00 | 696,974.62 |
| 12/31/2026 | 9,637,000.00 | 8,885,400.00 | 751,600.00 | 684,919.76 |
| 12/31/2027 | 9,635,600.00 | 8,886,800.00 | 748,800.00 | 672,168.21 |
| | 69,053,200.00 | 63,487,868.89 | 5,565,331.11 | 5,246,830.00 |

Savings Summary

| | |
|---|---|
| PV of savings from cash flow | 5,246,830.00 |
| Plus: Refunding funds on hand | 1,182.98 |
| Net PV Savings | 5,248,012.98 |

BOND PRICING

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| Bond Component | Maturity Date | Amount | Rate | Yield | Price | Premium (-Discount) |
|---|---|---|---|---|---|---|
| Bond Component: | | | | | | |
| | 11/01/2020 | 345,000 | 2.000% | 1.180% | 100.198 | 683.10 |
| | 11/01/2021 | 6,980,000 | 3.000% | 1.280% | 102.115 | 147,627.00 |
| | 11/01/2022 | 7,155,000 | 4.000% | 1.340% | 105.860 | 419,283.00 |
| | 11/01/2023 | 7,365,000 | 4.000% | 1.390% | 108.250 | 607,612.50 |
| | 11/01/2024 | 7,640,000 | 4.000% | 1.450% | 110.458 | 798,991.20 |
| | 11/01/2025 | 7,900,000 | 4.000% | 1.480% | 112.669 | 1,000,851.00 |
| | 11/01/2026 | 8,215,000 | 4.000% | 1.550% | 114.526 | 1,193,310.90 |
| | 11/01/2027 | 8,545,000 | 4.000% | 1.600% | 116.353 | 1,397,363.85 |
| | | 54,145,000 | | | | 5,565,722.55 |

| | | |
|---|---|---|
| Dated Date | 08/03/2020 | |
| Delivery Date | 08/03/2020 | |
| First Coupon | 11/01/2020 | |
| Par Amount | 54,145,000.00 | |
| Premium | 5,565,722.55 | |
| Production | 59,710,722.55 | 110.279292% |
| Underwriter's Discount | -270,725.00 | -0.500000% |
| Purchase Price | 59,439,997.55 | 109.779292% |
| Accrued Interest | | |
| Net Proceeds | 59,439,997.55 | |

## BOND SUMMARY STATISTICS

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| | |
|---|---|
| Dated Date | 08/03/2020 |
| Delivery Date | 08/03/2020 |
| Last Maturity | 11/01/2027 |
| Arbitrage Yield | 1.497860% |
| True Interest Cost (TIC) | 1.610206% |
| Net Interest Cost (NIC) | 1.716760% |
| All-In TIC | 1.641455% |
| Average Coupon | 3.962445% |
| Average Life (years) | 4.355 |
| Duration of Issue (years) | 4.074 |
| Par Amount | 54,145,000.00 |
| Bond Proceeds | 59,710,722.55 |
| Total Interest | 9,342,868.89 |
| Net Interest | 4,047,871.34 |
| Total Debt Service | 63,487,868.89 |
| Maximum Annual Debt Service | 9,062,200.00 |
| Average Annual Debt Service | 8,763,662.88 |
| Underwriter's Fees (per $1000) | |
| Average Takedown | |
| Other Fee | 5.000000 |
| Total Underwriter's Discount | 5.000000 |
| Bid Price | 109.779292 |

| Bond Component | Par Value | Price | Average Coupon | Average Life | PV of 1 bp change |
|---|---|---|---|---|---|
| Bond Component | 54,145,000.00 | 110.279 | 3.962% | 4.355 | 24,141.60 |
| | 54,145,000.00 | | | 4.355 | 24,141.60 |

| | TIC | All-In TIC | Arbitrage Yield |
|---|---|---|---|
| Par Value | 54,145,000.00 | 54,145,000.00 | 54,145,000.00 |
| + Accrued Interest | | | |
| + Premium (Discount) | 5,565,722.55 | 5,565,722.55 | 5,565,722.55 |
| - Underwriter's Discount | -270,725.00 | -270,725.00 | |
| - Cost of Issuance Expense | | -75,000.00 | |
| - Other Amounts | | | |
| Target Value | 59,439,997.55 | 59,364,997.55 | 59,710,722.55 |
| Target Date | 08/03/2020 | 08/03/2020 | 08/03/2020 |
| Yield | 1.610206% | 1.641455% | 1.497860% |

ESCROW DESCRIPTIONS

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| | Type of Security | Type of SLGS | Maturity Date | First Int Pmt Date | Par Amount | Rate | Max Rate |
|---|---|---|---|---|---|---|---|
| Aug 3, 2020: | | | | | | | |
| | SLGS | Certificate | 11/01/2020 | 11/01/2020 | 59,363,814 | 0.280% | 0.280% |
| | | | | | 59,363,814 | | |

SLGS Summary

| | |
|---|---|
| SLGS Rates File | 13APR20 |
| Total Certificates of Indebtedness | 59,363,814.00 |

ESCROW COST

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| Type of Security | Maturity Date | Par Amount | Rate | Total Cost |
|---|---|---|---|---|
| SLGS | 11/01/2020 | 59,363,814 | 0.280% | 59,363,814.00 |
| | | 59,363,814 | | 59,363,814.00 |

| Purchase Date | Cost of Securities | Cash Deposit | Total Escrow Cost | Yield |
|---|---|---|---|---|
| 08/03/2020 | 59,363,814 | 0.57 | 59,363,814.57 | 0.282543% |
| | 59,363,814 | 0.57 | 59,363,814.57 | |

ESCROW CASH FLOW

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| Date | Principal | Interest | Net Escrow Receipts | Present Value to 08/03/2020 @ 0.2825428% |
|---|---|---|---|---|
| 11/01/2020 | 59,363,814.00 | 40,985.43 | 59,404,799.43 | 59,363,814.00 |
| | 59,363,814.00 | 40,985.43 | 59,404,799.43 | 59,363,814.00 |

Escrow Cost Summary

| | |
|---|---|
| Purchase date | 08/03/2020 |
| Purchase cost of securities | 59,363,814.00 |
| Target for yield calculation | 59,363,814.00 |

ESCROW SUFFICIENCY

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| Date | Escrow Requirement | Net Escrow Receipts | Excess Receipts | Excess Balance |
|---|---|---|---|---|
| 08/03/2020 | | 0.57 | 0.57 | 0.57 |
| 11/01/2020 | 59,404,800.00 | 59,404,799.43 | -0.57 | |
| | 59,404,800.00 | 59,404,800.00 | 0.00 | |

ESCROW STATISTICS

Town of Oyster Bay
Proposed Refunding of Series 2013B
(Market Conditions as of April 13, 2020)
**For Discussion Purposes Only**

| | Total Escrow Cost | Modified Duration (years) | Yield to Receipt Date | Yield to Disbursement Date | Perfect Escrow Cost | Value of Negative Arbitrage | Cost of Dead Time |
|---|---|---|---|---|---|---|---|
| Global Proceeds Escrow: | 59,363,814.57 | 0.244 | 0.282543% | 0.282543% | 59,188,498.33 | 175,316.24 | |
| | 59,363,814.57 | | | | 59,188,498.33 | 175,316.24 | 0.00 |

| | |
|---|---|
| Delivery date | 08/03/2020 |
| Arbitrage yield | 1.497860% |

# TOWN OF OYSTER BAY
## NASSAU COUNTY, NEW YORK
### Consolidated Bond Principal Maturity Schedule
### $107,095,000 PUBLIC IMPROVEMENT (SERIAL) BONDS, 2013

Dated: November 14, 2013
Principal Due: November 1, 2014-2027
Interest Due: May 1, 2014 & semiannually thereafter

| Principal Due November 1st | 1<br>SEA Fund III | 2<br>Reconst Various Town Bldg | 3<br>Parks, Beaches, & Conserv | 4<br>Parks, Beaches, & Conserv | 5<br>Parks, Beaches, & Conserv | 6<br>Liberty Remediation | 7<br>Parks, Beaches, & Conserv | 8<br>Parks, Beaches, & Conserv | 9<br>Various Highway Impvts | 10<br>Various Highway Impvts | Sub-Total Principal Payments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2014 | 543,000 | 15,000 | 493,000 | 154,000 | 260,000 | 178,000 | 307,000 | 678,000 | 378,000 | 767,000 | 3,773,000 |
| 2015 | 554,000 | 16,000 | 503,000 | 157,000 | 264,000 | 183,000 | 313,000 | 692,000 | 388,000 | 784,000 | 3,856,000 |
| 2016 | 558,000 | 16,000 | 508,000 | 159,000 | 266,000 | 184,000 | 317,000 | 698,000 | 391,000 | 791,000 | 3,888,000 |
| 2017 | 572,000 | 16,000 | 520,000 | 163,000 | 273,000 | 189,000 | 325,000 | 715,000 | 401,000 | 810,000 | 3,984,000 |
| 2018 | 587,000 | 17,000 | 533,000 | 167,000 | 280,000 | 193,000 | 333,000 | 733,000 | 411,000 | 831,000 | 4,085,000 |
| 2019 | 595,000 | 17,000 | 541,000 | 169,000 | 284,000 | 196,000 | 338,000 | 744,000 | 417,000 | 843,000 | 4,144,000 |
| 2020 | 606,000 | 17,000 | 551,000 | 172,000 | 289,000 | 200,000 | 345,000 | 758,000 | 424,000 | 859,000 | 4,221,000 |
| 2021 | 615,000 | 17,000 | 559,000 | 175,000 | 294,000 | 203,000 | 349,000 | 769,000 | 431,000 | 871,000 | 4,283,000 |
| 2022 | 637,000 | 18,000 | 579,000 | 181,000 | 304,000 | 210,000 | 362,000 | 796,000 | 446,000 | 902,000 | 4,435,000 |
| 2023 | 656,000 | 19,000 | 596,000 | 186,000 | 313,000 | 216,000 | 373,000 | 820,000 | 459,000 | 928,000 | 4,566,000 |
| 2024 | 680,000 | 19,000 | 619,000 | 193,000 | 325,000 | 224,000 | 387,000 | 850,000 | 476,000 | 963,000 | 4,736,000 |
| 2025 | 704,000 | 20,000 | 640,000 | 200,000 | 336,000 | 232,000 | 400,000 | 880,000 | 493,000 | 996,000 | 4,901,000 |
| 2026 | 732,000 | 21,000 | 666,000 | 208,000 | 349,000 | 241,000 | 416,000 | 915,000 | 512,000 | 1,037,000 | 5,097,000 |
| 2027 | 761,000 | 22,000 | 692,000 | 216,000 | 363,000 | 251,000 | 433,000 | 952,000 | 533,000 | 1,078,000 | 5,301,000 |
| TOTALS | $8,800,000 | $250,000 | $8,000,000 | $2,500,000 | $4,200,000 | $2,900,000 | $5,000,000 | $11,000,000 | $6,160,000 | $12,460,000 | $61,270,000 |
| Resolution #: | 721-07 | 92-08 | 630-09 | 290-10 | 691-10 | 1116-10 | 70-11 | 158-12 | 218-09 | 291-10 | |
| P of P U | 15 years | 20 years | 15 years | 15 years | 15 years | 15 years | 15 years | 15 years | 15 years | 15 years | |
| 1st BAN: | 3/12/2009 | 9/17/2009 | 3/11/2010 | 8/17/2010 | 11/19/2010 | 3/10/2011 | 8/12/2011 | 8/10/2012 | 9/17/2009 | 8/17/2010 | |
| 1st BAN This Series: | 11/19/2010 | 11/19/2010 | 11/19/2010 | 11/19/2010 | 11/19/2010 | 11/16/2012 | 11/16/2012 | 11/16/2012 | 11/19/2010 | 11/19/2010 | |
| BAN this Series | $10,000,000 | $290,000 | $9,500,000 | $3,000,000 | $5,000,000 | $2,900,000 | $5,000,000 | $11,000,000 | $7,000,000 | $13,820,000 | |
| Prin. Pmts. | | | | | | | | | | | |
| 2011 | | | | | | | | | 420,000.00 | 680,000.00 | 3,120,000 |
| 2012 | 600,000.00 | 20,000.00 | 750,000.00 | 250,000.00 | 400,000.00 | | | | 420,000.00 | 680,000.00 | 3,120,000 |
| 2013 | 600,000.00 | 20,000.00 | 750,000.00 | 250,000.00 | 400,000.00 | | | | | | |
| Amt. to Bond | 8,800,000 | 250,000 | 8,000,000 | 2,500,000 | 4,200,000 | 2,900,000 | 5,000,000 | 11,000,000 | 6,160,000 | 12,460,000 | 61,270,000 |

*Prepared By*
*Fiscal Advisors & Marketing, Inc.*
*9/30/2013*

# TOWN OF OYSTER BAY

NASSAU COUNTY, NEW YORK
Consolidated Bond Principal Maturity Schedule
$107,095,000 PUBLIC IMPROVEMENT (SERIAL) BONDS, 2013

Dated: November 14, 2013
Principal Due: November 1, 2014-2027
Interest Due: May 1, 2014 & semiannually thereafter

| Principal Due November 1st | 11 Various Highway Impvts | 12 Various Highway Impvts | 13 Public Parking | 14 Public Lighting | 15 Public Parking | 16 Public Parking | 17 Various Park Districts | 18 Solid Waste | 19 Public Parking | Sub-Total Principal Payments |
|---|---|---|---|---|---|---|---|---|---|---|
| 2014 | 189,000 | 866,000 | 857,000 | 12,000 | 22,000 | 19,000 | 50,000 | 89,000 | 6,000 | 2,110,000 |
| 2015 | 195,000 | 886,000 | 868,000 | 13,000 | 21,000 | 18,000 | 53,000 | 92,000 | 6,000 | 2,152,000 |
| 2016 | 197,000 | 893,000 | 876,000 | 13,000 | 22,000 | 18,000 | 53,000 | 93,000 | 6,000 | 2,171,000 |
| 2017 | 202,000 | 915,000 | 897,000 | 13,000 | 22,000 | 19,000 | 55,000 | 95,000 | 7,000 | 2,225,000 |
| 2018 | 207,000 | 938,000 | 921,000 | 13,000 | 23,000 | 19,000 | 56,000 | 97,000 | 7,000 | 2,281,000 |
| 2019 | 210,000 | 952,000 | 933,000 | 14,000 | 23,000 | 20,000 | 57,000 | 99,000 | 7,000 | 2,315,000 |
| 2020 | 214,000 | 970,000 | 952,000 | 14,000 | 23,000 | 20,000 | 58,000 | 101,000 | 7,000 | 2,359,000 |
| 2021 | 217,000 | 984,000 | 962,000 | 14,000 | 24,000 | 20,000 | 59,000 | 102,000 | 7,000 | 2,389,000 |
| 2022 | 224,000 | 1,019,000 | 997,000 | 14,000 | 25,000 | 21,000 | 61,000 | 106,000 | 7,000 | 2,474,000 |
| 2023 | 231,000 | 1,049,000 | 1,027,000 | 15,000 | 25,000 | 22,000 | 63,000 | 109,000 | 7,000 | 2,548,000 |
| 2024 | 240,000 | 1,088,000 | 1,068,000 | 15,000 | 26,000 | 22,000 | 65,000 | 113,000 | 8,000 | 2,645,000 |
| 2025 | 248,000 | 1,126,000 | 1,102,000 | 16,000 | 27,000 | 23,000 | 67,000 | 117,000 | 8,000 | 2,734,000 |
| 2026 | 258,000 | 1,171,000 | 1,148,000 | 17,000 | 28,000 | 24,000 | 70,000 | 121,000 | 8,000 | 2,845,000 |
| 2027 | 268,000 | 1,218,000 | 1,192,000 | 17,000 | 29,000 | 25,000 | 73,000 | 126,000 | 9,000 | 2,957,000 |
| TOTALS | $3,100,000 | $14,075,000 | $13,800,000 | $200,000 | $340,000 | $290,000 | $840,000 | $1,460,000 | $100,000 | $34,205,000 |
| Resolution #: | 71-11 | 166-12 | 726-08 | 317-09 | 318-09 | 400-10 | 401-10 | 402-10 | 122-11 | |
| P of P U.: | 15 years | 15 years | 30 years | 30 years | 10 years | 30 years | 15 years | 25 years | 10 years | |
| 1st BAN: | 3/10/2011 | 3/9/2011 | 9/28/2008 | 3/9/2012 | 11/19/2010 | 11/19/2010 | 8/17/2010 | 11/19/2010 | 11/16/2012 | |
| 1st BAN This Series: | 11/16/2012 | 11/16/2012 | 11/19/2010 | 11/16/2012 | 11/19/2010 | 11/19/2010 | 11/19/2010 | 11/19/2010 | 11/16/2012 | |
| BAN this Series | $3,100,000 | $14,075,000 | $15,000,000 | $200,000 | $340,000 | $370,000 | $1,000,000 | $1,600,000 | $100,000 | |
| Prin. Pmts. | | | | | | | | | | |
| 2011 | | | | | 50,000.00 | 40,000.00 | 80,000.00 | 70,000.00 | | 840,000 |
| 2012 | | | 600,000.00 | | 50,000.00 | 40,000.00 | 80,000.00 | 70,000.00 | | 840,000 |
| 2013 | | | 600,000.00 | | | | | | | |
| Amt. to Bond: | 3,100,000 | 14,075,000 | 13,800,000 | 200,000 | 340,000 | 290,000 | 840,000 | 1,460,000 | 100,000 | 34,205,000 |

*Prepared By*
*Fiscal Advisors & Marketing, Inc.*
*9.30.2013*

# TOWN OF OYSTER BAY
## NASSAU COUNTY, NEW YORK
### Consolidated Bond Principal Maturity Schedule
### $107,095,000 PUBLIC IMPROVEMENT (SERIAL) BONDS, 2013

| Principal Due November 1st | 20 Various Park Districts | 21 Solid Waste | 22 Massapequa Water Dist | 23 South Farmingdale Water | 24 Locust Valley Water District | 25 Bethpage Water District | 26 Mach, Appar & Impvts | 27 Mach, Appar & Impvts | 28 Mach, Appar & Impvts | Sub-Total Principal Payments | GRAND TOTAL PRINCIPAL | Interest Rates | Total Level Debt Service Payments |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2014 | 92,000 | 37,000 | 31,000 | 84,000 | 33,000 | 56,000 | 73,000 | 183,000 | 123,000 | 712,000 | 6,595,000 | 2.250% | 9,925,959 |
| 2015 | 94,000 | 38,000 | 31,000 | 86,000 | 34,000 | 58,000 | 76,000 | 189,000 | 126,000 | 732,000 | 6,740,000 | 2.250% | 10,047,363 |
| 2016 | 95,000 | 38,000 | 32,000 | 86,000 | 34,000 | 58,000 | 76,000 | 190,000 | 127,000 | 736,000 | 6,795,000 | 2.500% | 9,950,713 |
| 2017 | 98,000 | 39,000 | 33,000 | 88,000 | 35,000 | 60,000 | 78,000 | 195,000 | 130,000 | 756,000 | 6,965,000 | 2.500% | 9,950,838 |
| 2018 | 100,000 | 40,000 | 33,000 | 91,000 | 36,000 | 61,000 | 80,000 | 200,000 | 133,000 | 774,000 | 7,140,000 | 2.500% | 9,951,713 |
| 2019 | 103,000 | 41,000 | 34,000 | 92,000 | 37,000 | 62,000 | 81,000 | 203,000 | 135,000 | 786,000 | 7,245,000 | 2.750% | 9,878,213 |
| 2020 | 103,000 | 41,000 | 34,000 | 94,000 | 37,000 | 63,000 | 83,000 | 207,000 | 138,000 | 800,000 | 7,380,000 | 3.000% | 9,813,975 |
| 2021 | 105,000 | 42,000 | 35,000 | 95,000 | 38,000 | 64,000 | 84,000 | 210,000 | 140,000 | 813,000 | 7,485,000 | 3.500% | 9,697,575 |
| 2022 | 109,000 | 43,000 | 36,000 | 98,000 | 39,000 | 67,000 | 87,000 | 217,000 | 145,000 | 841,000 | 7,750,000 | 3.500% | 9,700,600 |
| 2023 | 112,000 | 45,000 | 37,000 | 101,000 | 40,000 | 69,000 | 89,000 | 224,000 | 149,000 | 866,000 | 7,980,000 | 3.750% | 9,659,350 |
| 2024 | 116,000 | 46,000 | 39,000 | 105,000 | 42,000 | 71,000 | 93,000 | 232,000 | 155,000 | 899,000 | 8,280,000 | 3.750% | 9,660,100 |
| 2025 | 120,000 | 48,000 | 40,000 | 109,000 | 43,000 | 74,000 | 96,000 | 240,000 | 160,000 | 930,000 | 8,565,000 | 4.000% | 9,634,600 |
| 2026 | 125,000 | 50,000 | 42,000 | 113,000 | 45,000 | 77,000 | 100,000 | 250,000 | 166,000 | 968,000 | 8,910,000 | 4.000% | 9,637,000 |
| 2027 | 130,000 | 52,000 | 43,000 | 118,000 | 47,000 | 80,000 | 104,000 | 260,000 | 173,000 | 1,007,000 | 9,265,000 | 4.000% | 9,635,600 |
| TOTALS | $1,500,000 | $600,000 | $500,000 | $1,360,000 | $540,000 | $920,000 | $1,200,000 | $3,000,000 | $2,000,000 | $11,620,000 | $107,095,000 | | $137,143,599 |
| | | | | | | | | | | | Avg. Life: | 7.92 Yrs | |
| Resolution # | 247-12 | 245-12 | 100-93 | 589-04 | 635-06 | 34-10 | 222-09 | 287-10 | 288-10 | | | | |
| P of P G. | 15 years | 25 years | 40 years | 40 years | 40 years | 40 years | 10 years | 10 years | 5 years | | | | |
| 1st BAN: | 8/10/2012 | 11/16/2012 | 12/9/1994 | 3/18/2005 | 11/19/2010 | 8/17/2010 | 8/17/2010 | 11/19/2010 | 11/19/2010 | | | | |
| 1st BAN This Series: | 11/16/2012 | 11/16/2012 | 11/19/2010 | 11/19/2010 | 11/19/2010 | 11/19/2010 | 11/19/2010 | 11/19/2010 | 11/19/2010 | | | | |
| BAN this Series | $1,500,000 | $600,000 | $600,000 | $1,500,000 | $600,000 | $1,000,000 | $1,700,000 | $4,000,000 | $4,000,000 | | | | |
| Prin. Pmts.: | | | | | | | | | | | | | |
| 2011 | | | | | | | | | | | | | |
| 2012 | | | 50,000.00 | 70,000.00 | 30,000.00 | 40,000.00 | 250,000.00 | 500,000.00 | 1,000,000.00 | 1,940,000 | 5,900,000 | | |
| 2013 | | | 50,000.00 | 70,000.00 | 30,000.00 | 40,000.00 | 250,000.00 | 500,000.00 | 1,000,000.00 | 1,940,000 | 5,900,000 | | |
| | | | | | | | | | | | 0 | | |
| Amt. to Bond. | 1,500,000 | 600,000 | 500,000 | 1,360,000 | 540,000 | 920,000 | 1,200,000 | 3,000,000 | 2,000,000 | 11,620,000 | 107,095,000 | | |

Prepared By:
Fiscal Advisors & Marketing, Inc.
9/30/2013

# Town of Oyster Bay
## Inter-Departmental Memo

May 27, 2020

**To:** Memorandum Docket

**From:** Robert Darienzo, Director of Finance

**Subject:** Bond Refunding Resolution - $58,240,000

---

Town Board action is required to authorize the Supervisor to refinance up to $58,240,000.00 of outstanding Town of Oyster Bay bonds through the issuance of refunding bonds. The Bond resolution has been prepared by Bond Counsel and is attached to this memo.

Please suspend the rules and place this resolution on the Town Board action calendar for the Town Board meeting of June 2, 2020. Thank you.

Robert Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 9 copies)
Word/Documents/Docket refunding reso 2020

Meeting of June 2, 2020 Resolution No. 295-2020

WHEREAS, The Town of Oyster Bay, Division of Animal Shelter and Wildlife Rehabilitation, has the responsibility to make sound adoption placement decisions for the people and animals in our community, and

WHEREAS, Laurie Scarpa, Deputy Commissioner, Department of Environmental Resources Animal Shelter Division, by memorandum dated May 28, 2020, recommended that the Town Board adopt an *Animal Control and Adoption Policy*; and

WHEREAS, the policy attached hereto, provides Town employees with transparent guidelines for assisting in those placement decisions for the dogs in the Town's care.

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation be accepted, and that the Town Board hereby adopts the *Animal Control and Adoption Policy.*

-#-

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

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: Laurie Scarpa, Deputy Commissioner DER/Animal Shelter**

**DATE: May 28, 2020**

**RE: Animal Control and Adoption Policy**

The Town of Oyster Bay Animal Control and Adoption Center has the responsibility to make sound adoption placement decisions both for the people and the animals which share our community. This Department requests that the Town Board approve the attached Animal Control and Adoption Policy. This policy transparently sets forth guidelines for assisting in those placement decisions for the dogs in our care.

Please suspend the rules and place this matter on the action calendar for June 2nd, 2020 Town Board Meeting.

Laurie Scarpa
Deputy Commissioner
DER/Animal Shelter

LS/tl
Attachments
Copy: Town Attorney - w/ 9 copies
Steven Ballas, Comptroller
Richard Lenz, Commissioner DPW
Christine Wiss, Deputy Comptroller
Docket memo Animal Control and Adoption Policy May 2020.doc

# ANIMAL CONTROL AND ADOPTION POLICY

The Town of Oyster Bay Animal Control and Adoption Center has the responsibility to make sound adoption placement decisions both for the people and the dogs which share our community. This policy transparently sets forth guidelines for assisting in those decisions for the dogs in our care. Placement decisions take into account both the safety of our community and each dog's quality of life. Each of the dogs in our care is evaluated as an individual. We gather information about each dog from multiple sources including but not limited to, staff, medical records, previous guardians, and information obtained from the evaluations on each dog on a case-by-case basis.

**Canine Guidelines:**

## A. Bite History toward Humans

Dogs with a history of a bite Level 3, per the Ian Dunbar scale, are not candidates for adoption unless the bite is determined to be a fluke, as defined herein below. Dogs with a history of a bite Level 4, 5 or 6 are not adoptable.

## B. Guarding against Humans

1. Dogs that have a history of guarding food in the home or during feeding are candidates for adoption if they show protracted warning and do not escalate to a bite.

2. Dogs that guard specific or predictable possession(s) and/or location(s) are candidates for adoption as long as they have a good mouth and show protracted warning (defined herein below), and do not escalate to a bite.

3. Dogs with a history that include shifting triggers for possessive aggression (e.g. food, toys, rawhides, stolen items, resting locations) are not candidates for adoption.

4. Dogs that show any food aggression in the kennel during regular feeding times may be put on 24-48 hours of free feeding and observed. If no food aggression is observed during such period, the dogs are candidates for adoption, if during re-assessment they show protracted warning and do not escalate to a bite. The new adopter should be counseled to consider free feeding in the event the behavior reoccurs.

## C. Handling

1. Dogs that are sensitive to handling are adoption candidates as long as they show good bite inhibition and protracted warning. Mouthing or tugging on leashes or toys due to excitability or rudeness is not considered biting during handling. Dogs that have inflicted a bite of Level 3 during handling are not candidates for adoption, unless it is determined

to be a fluke bite. Dogs with a history of a bite Level 4, 5 or 6 are not adoptable.

2. Dogs that exhibit aggressive or resistant behavior during veterinary restraint or treatment are candidates for adoption; however, potential adopters should be advised of such behavior. Dogs that cannot be handled for routine veterinary treatment, within a reasonable timeframe of arriving in our care, will not be candidates for adoption.

**D. Strangers/Kennel Reactivity**

1. Dogs that consistently show offensive aggression toward strangers, toward specific individuals, or toward specific groups of individuals (e.g. only men, or only people wearing hats), both in and out of the shelter, will not be candidates for adoption.^

*^Note: Dogs that show offensive aggression in the shelter towards humans and/or dogs that pass by their kennel raise the stress levels of other dogs in the shelter through this reactive behavior.*

**E. Aggression toward Children**

Dogs will not be offered for adoption that have damaging bite histories to children, who show offensive aggression to children, or who stalk children in a predatory manner (e.g. low body, hard eye, followed by growl/lunge/snarl/snap). Exceptions may be made for fluke bites on a case-by-case basis (e.g. child fell on dog, child deliberately hurt the dog).

**F. Dog-Dog Aggression[1]**

1. Dogs that show leash-reactivity toward other dogs (e.g. lunging, barking, growling), but have no damaging bites on record, are candidates for adoption.

2. Dogs that redirect their aggression and show good bite inhibition are candidates for adoption.

3. Dogs that have a history of redirecting their aggression on a human at a bite of Level 3 or above, per the Ian Dunbar scale, are not candidates for adoption.

4. Dogs that exhibit uninterruptible aggression through a fence toward another dog are not candidates for adoption. Muzzle test will be attempted if safe.

[1] Dogs that are avoidant in play groups are not considered aggressive. Fluke bites are not considered dog aggression.

5. Dogs that have a damaging bite history with other dogs are not candidates for adoption.

G. **Aggression towards Animals Other Than Dogs**

Dogs that have severely injured or killed other animals (e.g. chickens, cats, rabbits) may be considered candidates for adoption on a case by case basis. Adopters will be counseled on this behavior so that they can manage their new pet appropriately, and these dogs should not be placed in homes where they will be exposed to other animals.

H. **Small Dogs**

All of the criteria above are considered on a case by case basis for small dogs (15 lbs. and under) due to the fact that aggression from a small dog, even in the form of a bite, is likely less damaging than aggression and/or a bite from a large dog.

I. **Disposition**

Dogs that are not adoptable under this policy and the guidelines set forth herein, shall be euthanized pursuant to the New York State Agriculture and Markets Law, Articles 7 and 26. Dogs that pass their behavioral evaluation do not have any time limit to be adopted. No animal is euthanized for time or space. All adoptable animals will be available for adoption.

J. **Definitions and Bite Scales**

**Bite**
Open mouth contact to human flesh or clothing, or to another animal. See bite scales attached as Appendices.

**Bite inhibition**
The degree to which a dog moderates tooth contact while biting (see also "Mouth" definitions, below).

**Bite threshold**
Intensity of stimulus or number of combined stimuli required in order for dog to bite.

**Damaging Bite History towards Humans**
Level three, or higher, bite history per the Ian Dunbar scale (Appendix A). Excludes Level 3 fluke bites.

**Damaging Bite History towards Dogs**
Multiple incidents of level three bites or one incident of a level four bite, or higher, bite history as per the Cara Shannon scale (Appendix B). Excludes Level 3 fluke bites.

**Fluke bite**

Bite by a dog that occurs during uncommon circumstances that are not likely to be repeated (e.g. while in acute physical pain, while with puppies during lactation, while being physically abused, while under the influence of sedation, redirected aggression while being attacked as in the case of a dog fight).

Fluke bites, while not constituting evidence of an aggression problem, are evidence of soft or hard mouth.

**Mouth**
If more than one bite on record of differing severities, most severe bite will be used to classify, excepting fluke bites.

**Good mouth**
Single bite & release or multiple bites resulting in no punctures (Level 1 or Level 2 bites on Dunbar scale), bruising or lacerations whatsoever. Redirected bites during dog fights may not count.

**Moderate mouth**
Single bite & release with laceration or shallow punctures with or without shallow laceration in one direction.

**Poor mouth**
Single bite & release with deep punctures, bruising and/or tearing in more than one direction (grab-shake) or multiple bites.

**Unknown mouth**
-No bites on record.

-Soft play-mouthing during rough-housing, soft mouth taking treats or active avoidance of fingers placed in mouth are suggestive of good mouth but not conclusive. Mouth still classified as unknown.

**Mouthing**
Inhibited play-biting during greeting, play or when excited.

**Normal Escalation**
Shift to next level of threat in conjunction with intensified stimulus presentation.

**Offensive aggression**
Lunging, growling, snarling or snapping while moving toward the stimulus.

**Predatory Manner**
Dog shows low body and hard eye followed by growl/lunge/snarl/snap while moving toward the stimulus.

**Protracted warning**
-Presence of at least two of the following: growling, snarling (bearing of teeth), snapping (air-bite without contact), where growling or snarling or both are sustained for a minimum of three seconds in spite of continued/intensified stimulus presentation.

-Presence of at least two of the following while being handled on three consecutive trials: rapid orientation, avoidance, growling, snapping, inhibited slow placement of jaws on hand or arm.

**Rapid escalation**
Shift to next level of threat without provocation, and/or shift directly to biting within seconds of first threat signal.

**Redirection**
Showing a purposeful change of target.

**Redirected Bite**
Bite to a human who is not the original target of the aggression (e.g. while walking past kennels, or while being removed from a dog fight). The severity of redirected bites to humans can be used to assess MOUTH.

**Snap**
Bite without contact, air-snap.

**Trend**
Dog displays similar reaction to specific stimuli when replicated at least three times.

Ian Dunbar Bite Scale

# Dr. Ian Dunbar's Dog Bite Scale (Official Authorized Version)

## An assessment of the severity of biting problems based on an objective evaluation of wound pathology

**Level 1.** Obnoxious or aggressive behavior but no skin-contact by teeth.

**Level 2.** Skin-contact by teeth but no skin-puncture. However, may be skin nicks (less than one tenth of an inch deep) and slight bleeding caused by forward or lateral movement of teeth against skin, but no vertical punctures.

**Level 3.** One to four punctures from a single bite with no puncture deeper than half the length of the dog's canine teeth. Maybe lacerations in a single direction, caused by victim pulling hand away, owner pulling dog away, or gravity (little dog jumps, bites and drops to floor).

**Level 4.** One to four punctures from a single bite with at least one puncture deeper than half the length of the dog's canine teeth. May also have deep bruising around the wound (dog held on for N seconds and bore down) or lacerations in both directions (dog held on and shook its head from side to side).

**Level 5.** Multiple-bite incident with at least two Level 4 bites or multiple-attack incident with at least one Level 4 bite in each.

**Level 6.** Victim dead.

# Cara Shannon Bite Scale

| Dog to Dog Bite Hierarchy | |
|---|---|
| Level Zero | There is air snapping but no contact to the fur or skin (fur should be dry - if the fur is wet, contact was made and the bite is not a Level Zero). |
| Level One | A bite and release with contact to the fur, superficial scratches or removal of fur, where estimates would indicate that no more than 5% of the dog's canine teeth entered the other dog's body -- or -- a bite where a dog grips another dog's body and does not release but does not inflict external or internal damage. |
| Level Two | A bite and release where estimates would indicate that 5 to 15% of the dog's canine teeth entered the other dog's body. |
| Level Three | There are lacerations or punctures where estimates would indicate 15 to 30% of the dog's canine teeth entered the other dog's body. There may be tearing of the skin from the underlying musculature or subcutaneous pockets. |
| Level Four | There are deep lacerations where estimates would indicate that 30 to 50% of the dog's canine teeth entered other dog's body --or-- there are no external wounds of any significance but exploratory surgery reveals lacerations, tearing, or puncture wounds to the underlying musculature of the dog -- or -- there was a report or evidence of shaking of the head. There are no crushing injuries or serious internal injuries. |
| Level Five | A bite with holding pressure and possibly shaking of the head -- external injuries may or may not be present, but serious internal injuries are present. Internal injuries may be found through exploratory surgery or indicated by shock or vomiting, skin bulging up when breathing, or displacement of the ribs. |
| Level Six | The victim dies - bites may be single or multiple but will frequently be multiple. |

Application notes --

Bite styles defined: There are four styles of bite that are used in this chart. The first, called a bite and release, means the dog came in quickly with its mouth and primarily used the front teeth to bite but then quickly moved away. The dog does not clamp down with the entire mouth. The second is a bite with pressure, typically where the dog uses the entire mouth rather than just the front teeth and the dog bites down with some amount of pressure applied. The dog may either hold the pressure or release immediately. The third bite style occurs where the dog rests its teeth on a person but does not bite down with any amount of pressure at all. The fourth is a bite that involves shaking of the head while biting.

Analysis where the bite style conflicts with the injury inflicted by the bite: In the event of a bite incident where the injury inflicted and the style of the bite are in conflict (in other words, where the style of bite indicates one level of bite but the injury inflicted indicates another level), the injury should trump the style of bite involved in all cases except in a case where the dog shakes its head while biting. In the case of shaking of the head, the style trumps the injury and the bite is automatically raised to a Level Four bite even if the injuries involved are not those described in a Level Four bite. Example One: Your client reports that she lifted her dog up into her arms to help it escape from the attack of another dog. When she did so, her dog bit her on the neck. The bite style was a bite with pressure but no hold. The client is certain that it was a clamp down type of bite with the whole mouth biting down and not a bite and release type of bite with only the front teeth coming in an snapping quickly; however, the injuries were consistent with a Level Two bite (small punctures and medium bruising). The owner estimated that the dog's canine teeth entered the body about 15-30-% of the way. In this case, despite the style of bite, the injury level would trump the style and the bite would be considered a Level Two bite. If; however, the owner reported that the dog bit and shook its head back and forth while biting, the style of bite would trump the injury involved and the bite would be classified as a Level Four bite.

Meeting of June 2, 2020 Resolution No. 296-2020

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 16th day of June, 2020, 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 221– TOWING, SECTION 221-37 - CHARGES, OF THE CODE OF THE TOWN OF OYSTER BAY"; 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.

-#-

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

Reviewed by
Office of Town Attorney
Elizabeth A. Vaughan

**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, 54 Audrey Avenue, Oyster Bay, New York, on the 16th day of June, 2020, 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 221– TOWING, SECTION 221-37 - CHARGES, OF THE CODE OF THE TOWN OF OYSTER BAY".

The abovementioned Local Law is on file and may be viewed on the Town website (oysterbaytown.com) or by contacting the Office of the Town Clerk (516-624-6320), daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time. 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.

Pursuant to the provisions of the New York State Executive Order No. 202.1, et seq., this meeting may be held remotely be teleconference, and will be available for the public to view via live stream at www.oysterbaytown.com, and such meeting will be recorded and later transcribed. Members of the public may comment on this proposed law, with such comments being entered in to the record, by forwarding said comments to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, to be received no later than July 10, 2020.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk. Dated: June 2 , 2020, Oyster Bay, New York.

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# TOWN OF OYSTER BAY
## Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : May 28, 2020

SUBJECT: Proposed Local Law to amend Chapter 221 – Towing, Section 221-37 – Charges, of the Code of the Town of Oyster Bay

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The Town seeks to amend Chapter 221 – Towing, Section 221-37 – Charges, of the Code of the Town of Oyster Bay.

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 suspend the rules and place this matter on the June 2, 2020 Town Board action calendar.

Office of the Town Attorney

Thomas M. Salerno
Special Counsel

TMS/nb
cc: Gregory W. Carman, Jr., Deputy Supervisor
Richard LaMarca, Town Clerk
Frank M. Scalera, Chief Deputy Town Attorney

S:\Attorney\LOCAL LAWS\LAC 221 Towing Charges\MD.doc

NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET
ALBANY, NY 12231

## Local Law Filing

**Town of OYSTER BAY**

**Local Law No. _____of the year 2020**

A LOCAL LAW TO AMEND CHAPTER 221– TOWING, SECTION 221-37 - CHARGES, OF THE CODE OF THE TOWN OF OYSTER BAY.

**Be it enacted by the TOWN BOARD of THE TOWN OF OYSTER BAY as follows:**

**Section 1. Amend Chapter 246 – TOWING, Section 221-37 - Charges5, to read as follows:**

**Section 221-37 Charges.**

A. Towing charges. Effective July 1, 2020, the charges for towing shall be based upon the distance the motor vehicle is to be towed and the equipment used and neither estimated nor based upon the availability of tow cars. Towing charges shall be at the rate of not more than $125 for the first mile or part thereof when towing with regular equipment and not more than $5 for each additional mile or part thereof. Towing charges shall be at the rate of not more than $125 for the first mile or part thereof when towing with flatbed trucks, wheel lift or dolly wheels and not more than $5 for each additional mile or part thereof.

B. Storage charges. Effective July 1, 2020, outside storage charges shall be at the rate of not more than $35 for each 24 hours or part thereof. Inside storage rates may be determined by written agreement between the parties. All vehicles must be stored on the premises of the licensee, whether indoors or outdoors, and shall not be permitted on any public highway.

C. Labor charges. Effective July 1, 2020, It shall be lawful and proper to charge the following additional labor charges:

   (1) A charge not exceeding $50 per half hour or part thereof when the use of special skills is required to right an overturned vehicle or remove it from an off-the-road location.

   (2) For cleanup at an accident scene: $45 per incident. All tow trucks must be equipped with, and use as needed, a bag/container of oil absorbent material. A charge of $15p per ten-pound bag shall be allowed for the use of such material.

**D. The maximum towing and storage charges set forth in this section shall not apply to:**

**(1) Motor trucks exceeding 1 ½ tons capacity; or**

**(2) The towing of motor vehicles pursuant to a contract executed prior to the need for towing, provided that such motor vehicles are either owned or leased by the contracting party.**

**E. Fuel surcharges. A fuel surcharge may be implemented at the discretion of the Town Clerk.**

**Section 2.** **SEQRA Determination.** It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(26) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

**Section 3.** **Severability.** If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

**Section 4.** **Effective Date.** This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.



**Certification:**

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2020 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2020, in accordance with the applicable provisions of law.

_____

Clerk of the Town of Oyster Bay

*(Seal)*

Date: _____, 2020

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

_____
Signature
Town Attorney
Title
Town of Oyster Bay

Date: _____ 2020

Meeting of June 2, 2020 Resolution No. 297-2020

WHEREAS, pursuant to Resolution No. 92-2020, adopted on January 28, 2020, the Town was authorized to obtain, through purchase or condemnation, a utility easement upon a portion of the real property located at 185 Central Avenue, Bethpage, N.Y. 11714, and further identified as Section 49 Block 293 Lot 51 on the Nassau County Land and Tax Map, to facilitate the groundwater remediation plan imposed upon Northrop Grumman by the New York State Department of Environmental Conservation; and

WHEREAS, in furtherance of the acquisition, the Town requires a survey of the proposed easement; and

WHEREAS, Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated May 29, 2020, requested and recommended that the Town be authorized to conduct a survey of the easement and utilize the services of RLT Engineering, Geology, and Land Surveying, P.C., 235 East Jericho Turnpike, Mineola, NY 11501, previously approved by Resolution No. 805-2019, adopted on December 10, 2019, at a cost not to exceed $87,000.00, with funds to be drawn from Account No. OTA A 1420 44110 000 0000; and

WHEREAS, Frank M. Scalera, by said memorandum further requested and recommended that the Town Board ratify the annexed Access Agreement between the Town and King Kullen Grocery, Inc., the property owner, which provides the terms and conditions for the Town and its agents to access the subject property in order to perform the survey,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved and the Town is authorized to utilize RLT Engineering, Geology, and Land Surveying, P.C., 235 East Jericho Turnpike, Mineola, NY 11501 to conduct the survey of the aforementioned easement at a cost not to exceed $87,000.00, with funds to be drawn from Account No. OTA A 1420 44110 000 0000; and be it further

RESOLVED, That the Town Board ratifies the annexed Access Agreement between the Town and King Kullen Grocery, Inc., the property owner, which provides the terms and conditions for the Town and its agents to access the subject property in order to perform the survey; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment to RLT Engineering, Geology, and Land Surveying, P.C., 235 East Jericho Turnpike, Mineola, NY 11501, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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# Town of Oyster Bay
## Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: OFFICE OF THE TOWN ATTORNEY

DATE: May 29, 2020

SUBJECT: Survey of Easement at 185 Central Avenue, Bethpage, New York

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By Resolution No. 92-2020, adopted January 28, 2020, the Town was authorized to obtain, through purchase or condemnation, a utility easement upon a portion of the real property located at 185 Central Avenue, Bethpage, N.Y. 11714, and further identified as Section 49 Block 293 Lot 51 on the Nassau County Land and Tax Map, to facilitate the groundwater remediation plan imposed upon Northrop Grumman by the New York State Department of Environmental Conservation.

In furtherance of the acquisition, the Town requires a survey of the proposed easement and seeks to utilize the services of RLT Engineering, Geology, and Land Surveying, P.C., 235 East Jericho Turnpike, Mineola, NY 11501, previously adopted by Resolution No. 805-2019, dated December 10, 2019, at a cost not to exceed $87,000, with funds to be drawn from Account OTA A 1420 44110 000 0000. In addition, the attached Access Agreement has been negotiated between the Town and King Kullen Grocery, Inc., the property owner, which provides the terms and conditions for the Town and its agents to access the subject property in order to perform the survey.

This Office requests and recommends that the Town Board authorize RLT Engineering, Geology, and Land Surveying, P.C., to conduct a survey of the proposed easement area at a cost not to exceed $87,000.00 and further recommends and requests that the Town Board ratify the annexed access agreement between the Town of Oyster Bay and King Kullen Grocery, Inc.

Kindly suspend the rules and place this item on the June 2, 2020 Town Board Action Calendar.

OFFICE OF THE TOWN ATTORNEY

Frank M. Scalera
Chief Deputy Town Attorney

FMS:fms
Attachment
cc: Town Attorney (w/9 copies)
2020-7503
**S:\Attorney\RESOS 2020\MD & RESO\KingKullenSurveyFMS.docx**

**RW-21 PROJECT AREA TREATMENT SYSTEM**
**SITE ACCESS AGREEMENT: Grumman Road East Pipe Installation**

THIS ACCESS AGREEMENT (the "Agreement"), effective on the date of the last signature below (the "Effective Date"), is entered into by and between NORTHROP GRUMMAN SYSTEMS CORPORATION and THE TOWN OF OYSTER BAY.

W I T N E S S E T H:

WHEREAS, THE TOWN OF OYSTER BAY (the "TOWN") is a municipal corporation, having its principal place of business at Town Hall, Audrey Avenue, Oyster Bay, New York 11771; and

WHEREAS, NORTHROP GRUMMAN SYSTEMS CORPORATION ("NGSC"), having its place of business at 925 South Oyster Bay Road Bethpage, New York 11714, has entered into an Order on Consent Index # W1-1183-14-05 ("DEC Order") with the New York State Department of Environmental Conservation ("DEC"); and

WHEREAS, to properly carry out NGSC's obligations under the DEC Order to remediate the RW-21 Project Area groundwater contamination hotspot, which is a portion of the Operable Unit ("OU3") off site plume, it is necessary for NGSC to access the Town property shown on Exhibit A (the Town Property) for the installation of pipes in the portion of Grumman Road East shown on Exhibit A.

WHEREAS, in the spirit of cooperation and in order to expedite the remediation process and without assuming any remediation obligations, or any other obligations that are not set forth in this Agreement, the TOWN desires to cooperate with NGSC in its performance of its obligations under the DEC Order.

NOW, THEREFORE, for the purpose set forth above and in consideration of the promises and mutual covenants contained in this Agreement, it is hereby agreed as follows:

1. The TOWN agrees to provide NGSC and its duly authorized agents, employees, contractors, consultants and sub-consultants (collectively, the "NGSC Representatives") reasonable access (in accordance with Paragraphs 2 and 3 of this Agreement) to the Town Property for the purpose of conducting the pipe installation, other work in support of the RW-21 project in Grumman Road East, and all other activities done by NGSC under this Agreement (the "Work"). Work on the Town Property granted pursuant to this Agreement shall be limited to weekdays from 7:00 a.m. to 5:00 p.m., and none of the Work shall be permitted on Saturdays, Sundays, or official TOWN holidays, unless the TOWN agrees otherwise or unless required to respond to an emergency. This work schedule may be modified upon NGSC providing written notification to the TOWN and in turn NGSC receiving written consent from the TOWN.

2. NGSC agrees to conduct the Work, in cooperation with the TOWN, in a manner and on a schedule that reasonably minimizes the impacts on the TOWN, TOWN residents, the Town Property and the public. NGSC shall also continue to participate in meetings with the TOWN for the purposes of coordinating said Work and to reasonably minimize potential conflicts with the TOWN and its residents. In connection with its obligations under this Agreement, NGSC shall conduct public outreach by providing information (such as a fact sheet) through electronic means until NGSC is able, consistent with law, to conduct public outreach in a manner consistent with the public outreach conducted by NGSC for other NGSC projects in the TOWN, and NGSC shall, consistent with the public outreach it has undertaken for such other projects, inform the TOWN in advance of such public outreach. NGSC shall distribute a fact sheet that describes the Work and provides contact information so that members of the public know where to address questions.

3. NGSC shall provide the TOWN with the name and telephone number of two (2) emergency contacts who can be reached on a 24-hour basis in the event of emergency.

4. During all field activities, NGSC shall have on-site a representative who is qualified to supervise the Work to be undertaken, and whose name shall be submitted to the TOWN prior to such field activities. This individual shall be available for contact by telephone from the TOWN at all times during the performance of the Work in the event that the TOWN has a need to establish contact with an on-site representative of NGSC. The individuals listed in Paragraph 17, from both NGSC and the TOWN, shall have the authority to stop Work if they become aware of a change of conditions during the Work whereby continuation of the Work presents a significant risk to human health or the environment.

5. NGSC shall provide, when reasonably practicable, prior written notice to the DEC and the TOWN regarding additions, changes, or modifications to the Work that is to be performed at the Town Property. NGSC shall promptly inform the DEC and the TOWN of any material or significant additions, changes or modifications in the Work made in the field. If an emergency condition arises such that NGSC needs to respond immediately, NGSC must address the emergency situation and provide immediate notice to the TOWN, but no later than 4 hours after the event.

6. A Traffic Safety Plan ("TSP"), Health and Safety Plan ("HASP"), and Community Air Monitoring Plan ("CAMP") were prepared for the Work and provided to the TOWN on April 21, 2020. NGSC shall be responsible for administering the TSP, the HASP, and the CAMP. NGSC will also coordinate the necessary utility mark-out prior to the performance of the Work, in accordance with applicable regulations. NGSC assumes all liability for any damage to all utilities

and infrastructure relating to the Work, including but not limited to subsurface utilities (e.g., water, sewers), road pavement, sidewalks/curbs, and landscaping.

7. NGSC will provide a check in the amount of $50,000.00 to be held in escrow (the "Escrow Funds") (a) as security to cover repairs to TOWN utilities and infrastructure caused by Northrop Grumman or its contractors relating to performance of the Work; and (b) to reimburse the TOWN for engineering and consulting expenses incurred in reviewing plans for the Work, including reviewing the Work Plan, TSP, HASP and CAMP. The TOWN may draw down on the Escrow Funds to repair any damage to its utilities and/or infrastructure that is not repaired by NGSC within 15 days after NGSC receives written notice of the damage from the TOWN. NGSC shall replenish the Escrow Funds with an additional $50,000 within ten (10) business days of the funds being exhausted. Prior to drawing down on the Escrow Funds, the TOWN shall forward to NGSC a copy of the invoice that the TOWN is using the Escrow Funds to pay. The cost of engineering and consulting fees for which the Town may use Escrow Funds shall not exceed $5,000. Upon completion of the Work and restoration of the Town Property as provided herein, NGSC shall inform the TOWN by email that the Work is complete. The TOWN shall inspect the Work within fifteen (15) days after notice of completion and shall within a reasonable time after the inspection, inform NGSC that the Work is complete or it shall identify items of Work that it asserts are not complete. The TOWN shall return any unused portion of the Escrow Funds to NGSC. Within 45 days after the TOWN approves the completion of the Work, the TOWN shall return any money remaining in the escrow to NGSC.

8. Any and all solid waste, soil cuttings, excavation dewatering water, and groundwater development water or any other waste generated as a result of the Work by NGSC Representatives shall be controlled, removed and disposed, and, if necessary, treated, consistent

with applicable law, at the sole cost and expense of NGSC. Work that involves excavation or soil disturbance shall be performed in accordance with the CAMP. NGSC shall notify the TOWN of any exceedances of criteria established under the CAMP or any other regulatory requirement pursuant to which NGSC is monitoring within 24 hours of identifying the exceedance and shall provide to the TOWN copies of the daily data and reports of the air monitoring program concurrent with NGSC's provision of such data and reports to the DEC. NGSC Representatives shall not perform any equipment decontamination on or at the Town Property.

9. Upon completion of Work, the Town Property will be restored to the TOWN's satisfaction in accordance with TOWN standards. Any pavement striping that may be affected by the Work shall also be restored.

10. NGSC shall provide to the TOWN a copy of any and all data and reports that NGSC submits to the DEC, New York State Department of Health, or other regulatory agency regarding the Work covered by this Agreement. NGSC's provision of such data and reports to the TOWN shall be concurrent with NGSC's submission to said agency or agencies. All data and reports shall be provided to the TOWN in an electronic format.

11. The TOWN may have a representative present to observe the Work, who must fully comply with the HASP.

12. NGSC and NGSC Representatives shall be solely responsible for compliance with any and all applicable laws governing or relating to their activities pursuant to this Agreement, and all Work performed at the Town Property shall be done in workmanlike manner.

13. NGSC Representatives having access to the Town Property shall maintain, at their sole cost and expense, the following insurance coverage: (a) worker's compensation insurance, as required by law, to cover employees engaged in the activities conducted pursuant this Agreement;

(b) automobile insurance with a combined single limit of not less than $1,000,000; (c) comprehensive commercial liability insurance with a general aggregate limit of not less than $2,000,000 and a per occurrence limit of not less than $1,000,000; and (d) professional liability or contractor's pollution liability insurance with an aggregate limit of not less than $5,000,000, relating to the performance of the Work conducted pursuant to this Agreement. The TOWN and any of its participating consultants shall be named as an additional insured on the policies issued pursuant to (b), (c), and (d) above, except for professional liability insurance provided by its consultants, and NGSC has provided the TOWN with certificates of insurance and policy endorsements for the Work prior to the start of the Work.

14. NGSC shall indemnify and hold the TOWN and/or its agents, employees, tenants, invitees, contractors and/or consultants harmless from any and all losses, costs, damages, liens, claims, actions, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable expert and consulting fees, court costs and disbursements), resulting from personal injury or property damage of whatsoever kind whether direct or indirectly caused by the negligent acts or omissions or malfeasance of NGSC or NGSC Representatives arising from or by reason of the Work conducted by or on behalf of NGSC or NGSC Representatives at the Town Property pursuant to this Agreement. NGSC's obligation to indemnify and hold the TOWN harmless shall not apply to the extent the above-described losses, costs, damages, liens, claims, actions, liabilities, and expenses result from the negligence or malfeasance of the TOWN and/or its agents, employees, contractors, consultants, tenants, invitees or licensees. To the extent the negligent and/or intentional malfeasance of the TOWN and/or its agents, etc. caused or contributed in any way to the loss, cost, damage, claim, lien, action, liability, or expense, NGSC shall have no obligation to indemnify or hold the TOWN or its agents, etc. harmless with respect to the

percentage of the loss, cost, etc. resulting therefrom. Under those circumstances, NGSC shall indemnify and hold the TOWN and its agents and consultants harmless only for that percentage of the loss, claim, etc. that resulted from the negligent conduct, omissions, or malfeasance of NGSC and/or the NGSC Representatives. NGSC's obligation to indemnify and hold the TOWN harmless relates exclusively to the Work performed and NGSC's access to the Town Property under this Agreement and shall not apply to any losses, claims, actions or liabilities arising from the environmental conditions existing at the Town Property at the time access to such area was first granted and/or to activities not undertaken as Work under this Agreement. This indemnification shall survive the expiration and/or termination of this Agreement. This Paragraph is not intended to be, nor shall it be interpreted as, a waiver or release by either party for any claim or potential claim arising outside of this Agreement. This Agreement is not intended to address liability for other work that may be necessary at the Property, including if additional work is required following the implementation of the Work described in this Agreement. This provision is not intended to bar the Town from asserting a claim against NGSC arising from contamination that may exist on the Property for which the Town asserts that NGSC is responsible.

15. This Agreement shall constitute a temporary license that may not be expanded or extended without the written consent of the TOWN, and the granting of access conferred by this Agreement shall not be construed as any form of tenancy interest or ownership interest in the Town Property or other type of interest.

16. This Agreement shall expire or terminate the earlier of: (1) NGSC's written notification to the TOWN that the Work has been completed and access to the Town Property is no longer needed with respect thereto; or (2) if the TOWN has good cause to terminate the Agreement (which good cause may include NGSC's abandonment of the Work), and if NGSC

fails to cure the cause, or take substantial steps to cure the cause, within ten (10) days after notice from the TOWN. After termination or expiration of the Agreement, the Town and NGSC are subject to the continuing obligations as outlined in Paragraphs 7 and 14, respectively.

17. This Agreement shall be binding upon and inure to the benefit of NGSC and the TOWN and their respective assigns, successors, and any subsequent owner, transferee, or lessee.

18. The TOWN shall issue a Notice to Proceed to NGSC upon final review of the Work Plan, CAMP, HASP and TSP, and upon execution of this Agreement by the TOWN and NGSC. The Notice to Proceed shall not be unreasonably withheld or delayed.

19. The TOWN may stop or interrupt the Work if it reasonably determines that there has been a change in conditions that has resulted in a risk to health and safety, or the environment, and notifies NGSC and DEC of the condition. The Work shall be recommenced upon the TOWN's reasonable review and determination that the risk to health and safety or to the environment has been abated.

20. Except for notices referenced in Paragraphs 3, 4, 5, 7, 8 and 19, all notices desired or required to be given hereunder, shall be given in writing by certified mail, return receipt requested, or by Federal Express, or other overnight courier service to the respective addresses shown below or such other address as the parties may later specify for that purpose by notice to the other party. All such notices shall be deemed given effective upon receipt.

If to NORTHROP GRUMMAN SYSTEMS CORPORATION:

Northrop Grumman Systems Corporation
Attention: Corporate Real Estate - Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Attention: Law Department – Real Estate Notices

Falls Church, VA 22042-4511

With a copy to:

Aaron Gershonowitz, Esq.
Forchelli Deegan Terrana LLP
333 Earle Ovington Blvd.
Uniondale, NY 11553

Edward J. Hannon
Environmental, Safety, Health and Medical Manager
Northrop Grumman Systems Corporation
925 South Oyster Bay Road
Mail Stop D08083 / BP15
Bethpage, NY 11714-3582

Northrop Grumman Systems Corporation
Attn: Sector Real Estate – Legal Notices
One Space Park Drive, M/S: K02620
Redondo Beach, CA 90278

If to the TOWN:

Office of the Town Attorney
TOWN OF OYSTER BAY
54 Audrey Avenue
Oyster Bay, N.Y. 11771
Attn: Matthew M. Rozea, Esq.

Richard Lenz P.E., Commissioner
TOWN OF OYSTER BAY
Department of Public Works
150 Miller Place
Syosset, N.Y. 11791

With a copy to:



21. This Agreement is not an admission of liability or responsibility as against either NGSC or the TOWN for any environmental contamination nor is this Agreement admissible in any proceeding except in connection with the enforcement of its terms. This Agreement shall not give rise to any rights by parties who are not signatories to this Agreement and may not be deemed to grant any rights whatsoever to third parties.

22. This Agreement is the complete and exclusive Agreement between the Parties, notwithstanding any representations or statements to the contrary heretofore made.

23. Any modifications to this Agreement shall be in writing, executed by authorized representatives of NGSC and the TOWN, and shall specifically state that it is such a modification. This provision cannot be waived orally.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising hereunder shall be commenced and tried in the Supreme Court of the State of New York, County of Nassau.

25. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement.

26. This execution of this Agreement by the TOWN has been authorized by TOWN Board Resolution _____-2020, adopted on , 2020.

IN WITNESS WHEREOF, NORTHROP GRUMMAN SYSTEMS CORPORATION and TOWN OF OYSTER BAY have executed this Access Agreement.

**NORTHROP GRUMMAN SYSTEMS CORPORATION**

By:_____

Name: A J Paz

Title: Corporate Director of Real Estate

Dated:_____

**TOWN OF OYSTER BAY**

By:_____

Name: _____

Title:_____

Dated:_____

CH2\22958978.3

Reviewed By
Office of Town Attorney

# MAP IDENTIFYING LOCATION OF WORK

150' 75' 0' 150' 300'

SCALE: 1" = 150'

N 184,800 — E 2,144,400

N 187,100

SCHOOL DISTRICT NO. 21
SCHOOL DISTRICT NO. 18

NO. HERMAN AVE.

CENTRAL

L. I. R. R.

SOPHIA

WILLIAM

PARMA DR.

34 2.54A(C)

35 2.01A(C)

37 4.82A(C)

51

3.59A(C)

573 S.D. NO. 18
569 S.D. NO. 22

573
569

SEAFORD — OYSTER BAY AVE.

EXP.

SCHOOL DISTRICT NO. 21
SCHOOL DISTRICT NO. 22

E 2,146,000

NY PLANE COORDINATE SYSTEM

LEGEND

| | |
|---|---|
| COUNTY LINE | |
| TOWN LINE | |
| VILLAGE LINE | |
| SCHOOL DISTRICT LINE | |
| PROPERTY LINE | |
| SPECIAL DISTRICT LINE | |
| BLOCK LINE | |
| LOCATOR POINT | |
| TAX MAP PARCEL NO. | 245 |
| CALCULATED ACREAGE | 2.54(C) |
| DEED ACREAGE | 2.54 |
| SCALED DIMENSION | 327(S) |
| DEED DIMENSION | 183.68 |

REFERENCE MAPS
MAP NO.

| | DIST |
|---|---|
| POLICE | |
| County Police | 3 |
| WATER | |
| Bethpage Est. (New) | 5 |
| Bethpage Est. (Old) | 6 |
| LIGHTING | |
| Town of Oyster Bay | 23 |
| LIBRARY | |
| FIRE | |
| Bethpage | 31 |

| | DIST |
|---|---|
| FIRE PROTECTION | |
| SANITARY | |
| REFUSE & GARBAGE | |
| REFUSE DISPOSAL | |
| SEWAGE COLLECTION | |
| Sewage Collection District (O)-L | 19 |
| Town of Oyster Bay | 03 |

SPECIAL DISTRICTS

| | DIST |
|---|---|
| PUBLIC PARKING | |
| Town of Oyster Bay - Unincorporated Area | A |
| SEWER | |
| Nassau County Sewage Disposal District #3 | 30 |
| PARK | |
| Bethpage | 02 |
| IMPROVEMENT | |
| SIDEWALK | |

| | DIST |
|---|---|
| DRAINAGE | |
| Unincorporated Area of District #1 | 0 |
| FIRE HYDRANT RENTAL | |
| GARBAGE | |
| Garbage District #1 | 02 |
| ESCALATOR | |
| WATER POLLUTION CONTROL | |
| Town, County, College, Police HQ | 1 |
| Town Highway | 2 |

MUNICIPALITIES

TOWN OF:
NEWSTEAD
NORTH HEMPSTEAD
OYSTER BAY
CITY OF:
GLEN COVE
LONG BEACH
VILLAGE OF:

| SCHOOL DISTRICT | |
|---|---|
| Freeport | 22 |
| Bethpage | 23 |

# Nassau County Department of Assessment

James E. Davis, Acting Assessor

## Land & Tax Map

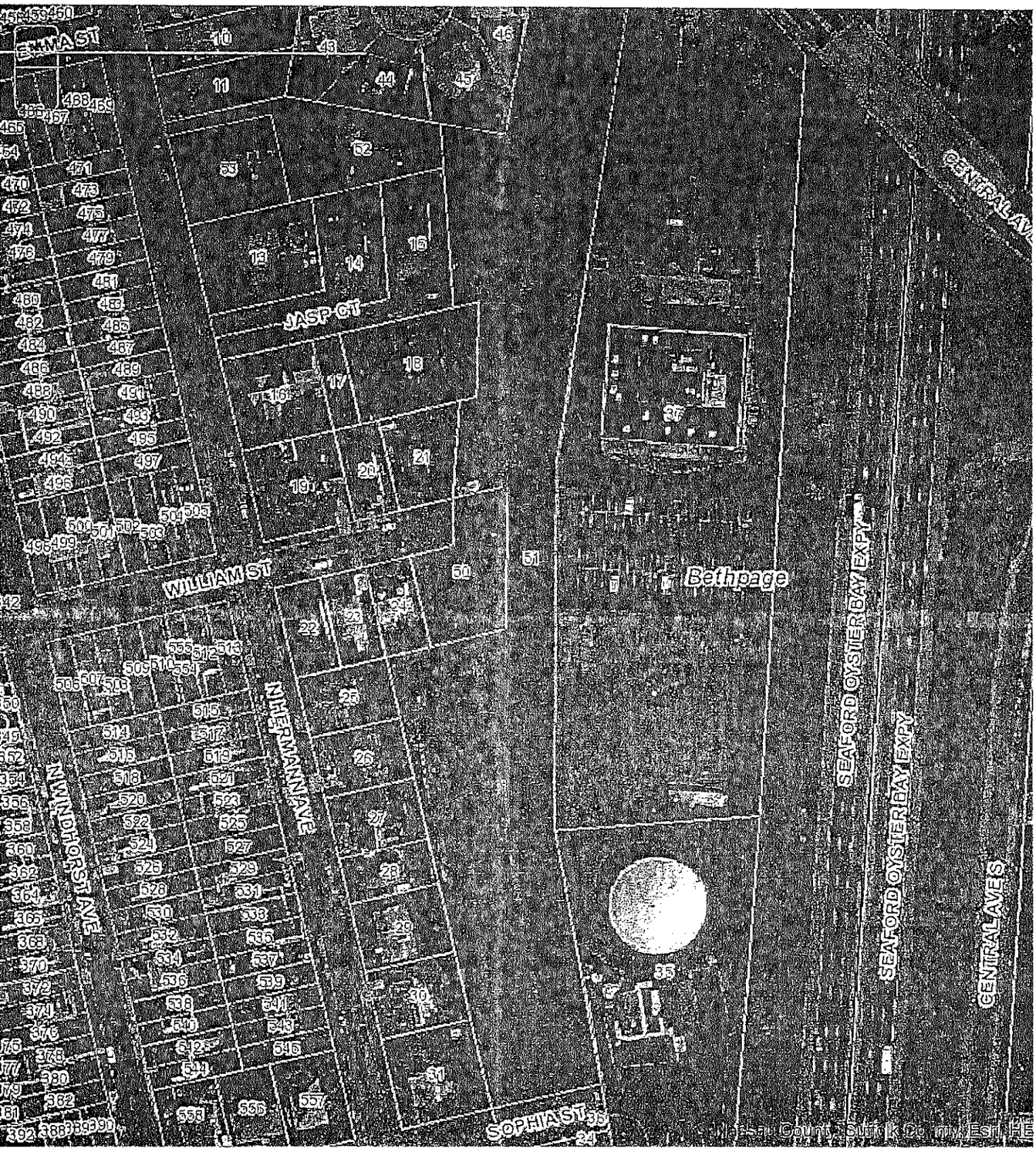
Map Last Revised: May 7 2018

SEC. 49
BLK. 293

SHEET 1 OF 1

| CODE | SPECIAL | DISTRICT | WITHIN |
|---|---|---|---|
| 000 | 1 18 3 23 3 31 30 6 06 02 94 A 0 | | |
| 072 | 1 19 3 23 3 31 30 06 6 02 94 A 0 | | |


PARMA DR
THORNE DR
EMMA ST
PARK AVE
BROADWAY
CENTRAL AVE
JASPER
SEAFORD OYSTER BAY EXPY
JOHN ST
WILLIAM ST
NEWBRIDGE RD
Bethpage
NITTERMAN AVE
RUSSELL AVE
SOPHIA ST
HELENA AVE
ARTHUR AVE
SEAFORD OYSTER BAY EXPY
CENTRAL AVE S
Plainedge
Nassau County, Suffolk County, Esri, HE


EMMA ST
JASP CT
WILLIAM ST
NIEHERMANN AVE
WINDHORST AVE
SOPHIA ST
Bethpage
SEAFORD OYSTER BAY EXPY
SEAFORD OYSTER BAY EXPY
CENTRAL AVE S
Nassau County, Suffolk County, Esri, HE