

THIS PERMIT, made this 17th day of October, 2006,
by and between the TOWN OF OYSTER BAY, NEW YORK, hereinafter
called the TOWN, and the UNITED STATES OF AMERICA, acting by
and through the Commanding Officer, Naval Facilities
Engineering Command, Mid-Atlantic, hereinafter called the
GOVERNMENT.

WITNESSETH:

WHEREAS, the TOWN owns certain real property located
approximately two (2) miles southeast of the former Naval
Weapons Industrial Reserve Plant (NWIRP) Bethpage, NY,
hereinafter called the Premises, as delineated in yellow on
the drawing attached hereto and made a part hereof as Exhibit
"A"; and

WHEREAS, the GOVERNMENT requires access to the Premises
for the construction, installation, testing, maintenance,
operation, service, repair, replacement and removal of the GM-
38 Area Groundwater Treatment System that is designed to
remediate groundwater of volatile organic compounds (VOCs) by
pumping the groundwater from recovery wells through treatment
equipment located inside a steel structure that is
specifically designed to remove VOCs, and then pumping the

treated groundwater back into the ground via injection wells;
and

WHEREAS, this construction shall include additional monitoring/outpost wells as delineated in green on Exhibit "A" , described in Paragraphs C., E., and F. below, and is part of the culmination of the GOVERNMENT'S efforts to remediate the Bethpage site; and

WHEREAS, the TOWN is agreeable to providing the necessary access so long as all work in connection with said system is accomplished without cost to the TOWN and without interruption of the TOWN'S activities.

NOW THEREFORE, the TOWN hereby grants to the GOVERNMENT permission and privilege to enter upon the Premises, hereinabove described for the construction, installation, testing, maintenance, operation, service, repair, replacement and removal of said system and associated wells under the following terms and conditions:

1. The GOVERNMENT or its contractor, subcontractor, or agent may enter the TOWN'S property for the sole purpose of the above-described work. No other use of the Premises is permitted without written authorization.

2. The GOVERNMENT hereby agrees to construct, install, operate, and maintain the system at no cost to the TOWN.

3. The GOVERNMENT and its contractor, subcontractor, or agent will comply with all applicable law regarding the construction, installation, operation, and maintenance of said system.

4. All work to be performed by the GOVERNMENT or its contractor, subcontractor, or agent shall be subject to availability of funds.

5. Upon completion of the expected groundwater remediation time period, the GOVERNMENT or its contractor, subcontractor, or agent will remove, at GOVERNMENT expense, all equipment used for the project. The GOVERNMENT or its contractor, subcontractor, or agent will restore the Premises within a reasonable period of time to the condition that existed prior to commencement of the work.

6. The GOVERNMENT or its contractor, subcontractor or agent will be responsible for damages to persons or property arising from the negligent acts of its employees or agents under this PERMIT in accordance with the procedures and limitations of the Federal Torts Claims Act (28 U.S.C. §2671, et seq.).

7. At all times during the term of this PERMIT, the GOVERNMENT'S contractor, subcontractor, or agent shall maintain, at its own expense, the following insurance for the minimum limits of liability as set forth below:

a. Comprehensive General Liability insurance against all claims for bodily injury, resulting from the activities described in this AGREEMENT in the amount of \$1,000,000.00 per occurrence and property damage in the amount of \$500,000 per occurrence.

b. Automobile Liability insurance policies shall provide coverage of at least \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage.

c. Owner's Protective Liability insurance policies shall provide coverage of at least \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage.

d. Contractor's Liability insurance policy shall provide coverage of at least \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage.

e. Workers' Compensation insurance as required by law.

f. The limits of liability required above may be provided by a combination of primary and excess/umbrella liability policies.

g. The Town of Oyster Bay, New York, is named as additional insured (with the exception of the Workers'

Compensation Policy, Owner's Protective Liability, and Professional Liability Policies) with regard to its liability for bodily injury, death or property damage arising out of the GOVERNMENT'S or its contractor's performance under THIS PERMIT.

THIS PERMIT is granted subject to the following additional terms and conditions:

A. The GOVERNMENT and its contractor, subcontractor, or agent are responsible for maintaining the site in a safe and a secure manner at all times from commencement of construction through operation of the system.

B. The GOVERNMENT and its contractor, subcontractor, or agent are to comply, in a timely fashion, with all reasonable requests by the TOWN to mitigate impacts to the site and to the area residents, including but not limited to:

- (1) Hours of operation during construction;
- (2) No work to be performed on holidays, as determined by the TOWN;
- (3) Site safety and security;
- (4) Routine cleaning of the site and area roads
- (5) Timely response to TOWN and residents' inquiries;

and

(6) System start-up shall not commence until the long-term real estate easement between the TOWN and the

GOVERNMENT for use of the site and operation and removal of the system has been fully executed.

C. The GOVERNMENT will install a third recovery well, RW-3, on the Premises, as delineated in green on Exhibit "A", along the west side of Broadway Avenue within the utility easement. The location of this third recovery well shall be in the vicinity of existing monitoring wells GM-38D and GM-38D2.

D. During the GM-38 remedial system construction phase, the GOVERNMENT shall install piping and conduit as delineated in blue on Exhibit "A" from the Treatment Building to RW-2. A pre-cast concrete vault shall be installed to protect the RW-2 well head connection; however a pump shall NOT be installed inside the well at this time. A pump will only be installed following discussion with and agreement between the TOWN and the GOVERNMENT.

E. GOVERNMENT shall install a monitoring well as delineated in green on Exhibit "A" between RW-2 and BWD Plant #4. This well is to serve as an outpost well to observe if contaminant concentrations are being drawn toward BWD Plant #4 by the GOVERNMENT'S remedial system. Supporting data shall be collected during the first year of operation and evaluated, not

only to monitor performance of the system, but also to determine if RW-2 should be pumped to better capture the targeted contamination.

F. The GOVERNMENT will install monitoring wells, as delineated in green on Exhibit "A", between the area where vinyl chloride was detected and the GM-38 extraction wells. These wells will serve as sentry wells to alert the GOVERNMENT to the presence of vinyl chloride in the groundwater traveling toward the recovery system.

G. Final design currently contains an access road to the plant originating from Sophia Street. This access road was originally intended for long-term use during plant operations and was not intended as the primary construction phase access road. Based upon discussions with the TOWN, the Sophia Street access road shall now be eliminated from the project. Construction phase access, as well as access for long-term operations and maintenance, shall now be the Broadway Avenue access road.

The term of THIS PERMIT shall be for a period of eighteen (18) months commencing on the date first above written.

THIS PERMIT may be modified or amended only upon written agreement between the parties hereto.

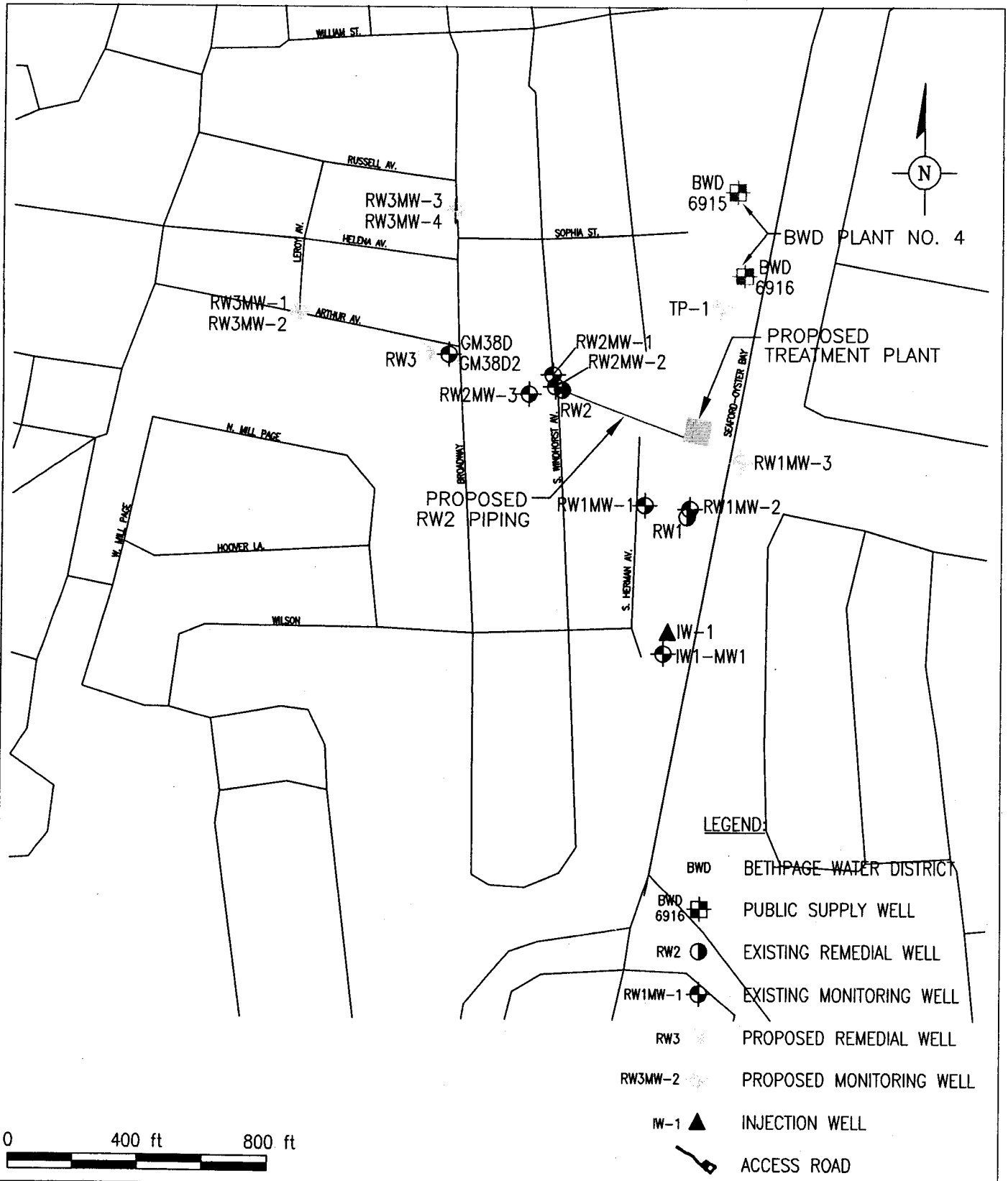
IN WITNESS WHEREOF, the parties hereto have caused this
PERMIT to be executed by their duly authorized representatives
as of the date hereinabove set forth.

UNITED STATES OF AMERICA

By Sheri M. Demartino
SHERI M. DEMARTINO
Real Estate Contracting Officer
NAVFAC Mid-Atlantic

TOWN OF OYSTER BAY, NEW YORK

By 



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	PROJECT MANAGER	DEPARTMENT MANAGER	LEAD DESIGN PROF.	CHECKED BY
	SHEET TITLE		TASK/PHASE NUMBER	DRAWN BY
	LOCATIONS OF PROPOSED AND EXISTING WELLS GM-38 AREA BETHPAGE, NEW YORK		PROJECT NUMBER CTO 96	FIGURE EXHIBIT A

Meeting of October 17, 2006

WHEREAS, Resolution No. 379-2004, adopted on May 25, 2004, authorized the United States Navy to conduct pre-design and surveying activities within the Town right-of-way between North Herman Avenue and South Herman Avenue, in Bethpage, New York, relative to the remediation of localized groundwater contamination; and


WHEREAS, James M. Byrne, P.E., Commissioner of the Department of Public Works, and Michael Kwaschyn, P.E., Superintendent of Engineering, Department of Public Works, by memorandum dated October 2, 2006, request Town Board authorization for the Supervisor to execute an agreement with the United States Navy to construct a groundwater treatment facility on Town land located approximately two (2) miles southeast of the former Naval Weapons Industrial Reserve Plant (NWIRP), in Bethpage, New York,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor is hereby authorized to execute an agreement with the United States Navy to construct a groundwater treatment facility on Town land located approximately two (2) miles southeast of the former Naval Weapons Industrial Reserve Plant (NWIRP), in Bethpage, New York.

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

Supervisor Venditto	Aye
Councilman Delligatti	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilwoman Walker	Aye
Councilwoman Faughnan	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
DPW


 Reviewed By
 Office of Town Attorney
