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CITY OF GLEN COVE
PROPOSED LOCAL LAW ____ - 2023
"NONCONFORMING USES, BUILDINGS AND LOTS"

A local law to amend Chapter 280, "Zoning," of the Code of the City of Glen Cove in regard to nonconforming uses, buildings and lots to clarify when such uses, buildings or lots can be continued or altered.

BE IT ENACTED by the City Council of the City of Glen Cove as follows:

SECTION 1. Section 280-6 of the Code of the City of Glen Cove as last amended by Local Law _____ on _____ is hereby amended to add the definition of "*Nonconforming Building or Lot*" and amend the definition of "*Nonconforming Use*" as follows:

Section 280-6. Definitions

...

NONCONFORMING BUILDING

A building that does not conform to the area or dimensional regulations currently in effect for the district in which it is located, which building was lawfully existing under the provisions of the Glen Cove City Code at the time of the erection of said building, and at the time immediately prior to the adoption of said regulations.

NONCONFORMING LOT

A lot that does not conform to the area or dimensional regulations currently in effect for the district in which it is located, which lot was lawfully existing under the provisions of the Glen Cove City Code at the time of the creation of said lot, and at the time immediately prior to the adoption of said regulations.

NONCONFORMING USE

Use of a building or of land that does not conform to the regulations currently in effect as to use for the district in which it is located, which use was lawfully existing under the provisions of the Glen Cove City Code at the time of the creation of said use or the establishment of said use, and at the time immediately prior to the adoption of said regulations. ~~Lots which do not conform to the regulations for the district in which they are located in respect to area or yard dimensions shall not, for the purposes of this chapter, be considered noneonforming.~~

...

SECTION 2. Section 280-29, entitled, "*Continuance*," of the Code of the City of Glen Cove as last amended by Local Law _____ on _____ is hereby amended as follows:

§ 280-29. *Continuance*.

Any nonconforming building or nonconforming use ~~lawfully existing under the provisions of the Zoning Ordinance in effect at the time of the creation of said building or the establishment of said use, or prior to the establishment of any zoning regulations in the City of Glen Cove, although not conforming to or complying with other provisions of this chapter for the district in which it is situated,~~ may be continued subject to compliance with the conditions set forth below. ~~Similarly, whenever a district shall be changed hereafter, the provisions of this chapter with regard to any building or uses lawfully existing at the time of the passage of this chapter shall apply subject to the conditions set forth below to any building or use lawfully existing in such changed district at the time of the passage of such amendment.~~

SECTION 3. Section 280-30, entitled, "*Conditions governing nonconforming uses*," of the Code of the City of Glen Cove as last amended by Local Law _____ on _____ is hereby amended as follows:

§ 280-30. ~~Conditions~~ Regulations governing nonconforming buildings, lots and uses.

A. Changes to nonconforming buildings. No nonconforming building ~~which is noneonforming in respect to height, percentage of land occupied, minimum yard sizes or minimum area per family~~ shall be altered or reduced or enlarged in such manner as to increase such nonconformance, except that after due notice and public hearing the Board of Appeals may issue a permit variance for such change ~~if in its judgment the public interest is not jeopardized under the applicable provisions of Section 280-28 of the Glen Cove City Code and Section 81 of the New York State General City Law.~~

B. Changes to nonconforming lots.

(1) No nonconforming lot shall be altered, reduced or enlarged in such manner as to increase such nonconformance. A lot which contains a nonconforming building but which lot otherwise conforms to all of the dimensional regulations currently in effect for lots in the district in which such lot is located, shall not be deemed a nonconforming lot. Such lot may be altered, reduced or enlarged as allowed under the City Code so long as alteration, reduction, or enlargement does not increase the nonconformance of any building or structure contained thereon.

(2) In the case of a nonconforming lot, the fact that a lot is nonconforming shall not prevent the erection, enlargement, alteration or maintenance on such lot of a building or structure which, as so erected, enlarged or altered, complies with all the other provisions of the Glen Cove City Code in effect at such time, subject to the provisions of Section 280-34 of this Chapter.

C. Changes to nonconforming uses.

(1) No nonconforming use shall be modified, extended, enlarged, increased in volume or intensity of use, or changed in character, nature or scope. For the purposes of this section, a nonconforming use shall be considered to have been enlarged if it has been changed in any manner which results in an extension of the use to any portion of a building or premises where such use was not previously conducted or which was not previously used for such use, an increase in the floor area or land area occupied or utilized by the use, an increase in the times or days of operation of the use, or a change in the nature or scope of the use. The foregoing factors shall not be exclusive, and where appropriate circumstances exist to support such conclusion, the Building Department Director may conclude that an enlargement of a nonconforming use has occurred even in the absence of any of such factors.

(2) No building devoted to a nonconforming use shall be modified, extended, or enlarged. No additional buildings or structures may be erected on a site used in whole or part for a nonconforming use. No nonconforming use shall be extended into any portion of a building, structure, or property not lawfully used for such nonconforming use immediately prior to the enactment of such regulations rendering the use nonconforming and used continuously up to the current date.

(3) No lot upon which a nonconforming use is located shall be modified, extended, enlarged or reduced in size in any manner, unless such nonconforming use is terminated and removed therefrom.

(4) No nonconforming use may be changed to any other nonconforming use.

~~B.~~ (5). Change to conforming use. No nonconforming building or nonconforming use if changed to conform to the requirements of this chapter shall thereafter be changed back to a nonconforming building or use.

~~C.~~ (6). Discontinuance. No such nonconforming use, if discontinued for whatever cause for one year or longer or changed to or replaced in whole or in part to a conforming use, shall be resumed and any future use shall be in conformity with the City Code. Any nonconforming use which shall be reduced in size or scope for any reason for a continuous period of one year or more shall be presumed to be discontinued to the extent of such reduction. Intent to resume a nonconforming use shall not confer the right to do so.

~~D.~~ (7). Removal. If any building in or on which any nonconforming use is conducted or maintained is hereafter removed, the subsequent use of the land on which such building was located and the subsequent location and use of any building thereon shall be in conformity to the regulations specified by this chapter for the district in which such land is located.

E.D. Damage or destruction.

(1) No nonconforming use if damaged or destroyed from any cause to the extent, as determined by the DBD in consultation with the City Assessor, of over 50% of the value of such structure above the foundation shall be restored for the continuance of a nonconforming use therein. Such building, if damaged to the extent, as determined by the DBD, of less than 50% of the value of such structure above the foundation, may be restored in the same location, provided that it is made substantially to conform to the height and yard requirements of the schedules limiting the bulk and arrangement of buildings which constitute part of §280-40 herein.

[Amended 8-24-2010]

(2) Application for a permit to build or restore the damaged portion of any building damaged or destroyed as set forth in the preceding subsection shall be filed within one year of the day of such damage, and shall be accompanied by plans for reconstruction, which as to such portion, shall comply with the requirements set forth above. If such permit is issued it shall lapse one year thereafter unless reconstruction in accordance with the approved plans has been initiated.

(3) Notwithstanding the foregoing, any nonconforming two-family dwelling located in a residence district which is damaged or destroyed by more than 50% of the value of such dwelling above the foundation shall be permitted to be restored so long as:

[Added 5-27-2003]

(a) Such dwelling has no occupancy violation or fire safety violation on the date on which such damage or destruction occurred;

(b) Such restoration shall not result in a new dwelling which exceeds the original dwelling in gross floor area; and

(c) A complete building permit application shall have been submitted to the Building Department within 180 days of the destruction of such nonconforming dwelling.

(4) Where a residential structure conforming to the City of Glen Cove Zoning Ordinance on May 7, 2007, suffers catastrophic damage exceeding 50% of the replacement value of such structure as determined by the DBD in consultation with the City Assessor, and where such damage or destruction is not the intended result of deliberate actions by the owner or owners or agents thereof, such structure shall be permitted to be reconstructed over the existing foundation to the prior existing floor area, but complying with all other applicable building and zoning requirements.

[Added 5-8-2007; amended 8-28-2007; 8-24-2010]

FE. Maintenance and repair of nonconforming building. Nothing in this article shall be deemed to prevent normal maintenance and repair, structural alteration in, or the reconstruction or enlargement of, nonconforming buildings, provided that such action does not increase the degree of, or create any new nonconformance with regard to the regulations pertaining to such

buildings. Further, nothing in this section shall be deemed to prevent the carrying out, upon issuance of a building permit, of major structural alterations or demolition in the interest of public safety.

F. Registration. A nonconforming use may be registered with the City Clerk by the owner or agent within six months of the effective date of any regulation rendering the use nonconforming, for the purpose of preserving to the owner the right to continue such nonconforming use. Registration shall not be conclusive as to the validity of a nonconforming use but shall be prima facie proof thereof.

G. Authority to determine legal nonconforming uses or structures.

(1) The Zoning Board of Appeals may, after public hearing on the written verified application of the owner of property claiming a legal nonconforming use thereon, confirm such use by determining that such use is, in fact, a legal nonconforming use or structure.

(a) Evidence to accompany application to determine legal nonconforming use. Every application under this section shall state, and be accompanied by a sworn affidavit or affidavits stating, the evidentiary facts claimed to establish such use as a legal nonconforming use or such structure as a legal nonconforming structure and shall be filed in duplicate with the Zoning Board of Appeals. The Zoning Board of Appeals may, in its discretion, require the production of additional evidence and make whatever independent investigation it may deem necessary.

(b) Confirmation or denial of legal nonconforming use. The Zoning Board of Appeals, upon the evidence submitted to and obtained by it, shall make and file with the City Clerk a written determination confirming or denying that such use is a legal nonconforming use or that such structure is a legal nonconforming structure and stating the facts which it finds to be established by such evidence, the basis of such findings and the conclusions it has drawn from such findings.

(c) Issuance or denial of certificate of occupancy.

(i) Upon confirmation by the Zoning Board of Appeals of any legal nonconforming use or structure pursuant to this section, the Enforcement Officer shall issue to the applicant a certificate of occupancy with an endorsement thereon specifying the legal nonconforming use and/or structure so confirmed, and such certificate shall constitute presumptive evidence that such use or structure is a legal nonconforming use or structure in any action or proceeding brought to enforce this chapter.

(ii) Every nonconforming use or structure for which a certificate of occupancy has not been issued, as provided in this section, shall presumptively be an illegal nonconforming use or structure for the purpose

of any application to or proceeding before any officer or Board of the City of Glen Cove.

(d) Nothing in this section shall be deemed to make legal or to permit the confirmation of any nonconforming use or structure which is not a legal nonconforming use or structure or to invalidate the use of or require the confirmation of the use of any land, building or structure for which a valid certificate of occupancy has been issued prior to and is in effect on the effective date of this section.

SECTION 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstances, directly involved in the controversy in which such judgment or order shall be render.

SECTION 5. This local law shall take effect immediately upon filing with the Secretary of State.

Note: New words are underlined. Deletions are ~~struck-out~~. Dotted . . . lines set off that portion of a section or subsection which is amended.

6C

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (this "Agreement") between T-Mobile Northeast LLC, a Delaware limited liability company, and its parents, subsidiaries and affiliates (collectively, "T-Mobile"), and City of Glen Cove, ("Claimant"). Claimant and T-Mobile shall be referred herein collectively as the "Parties."

WHEREAS, Claimant is the owner of the property commonly known as the Pulaski Street Parking Garage, Glen Cove, NY ("Property");

WHEREAS, T-Mobile and Claimant were parties to that certain City of Glen Cove, New York Lease for Telecommunications Facilities dated December 2, 2009, (the "Lease"), whereby T-Mobile leased from Claimant a portion of the Property as described in the Lease for the placement of its equipment ("Facilities");

WHEREAS, as per Section 33 of the Lease, T-Mobile shall provide its own utilities services;

WHEREAS, a sub-meter that measures T-Mobile's electricity consumption, is installed at the Property;

WHEREAS, effective June 22, 2023, Claimant will take sub-meter readings and submit invoices to T-Mobile for the cost of T-Mobile's electricity consumption at the normal rate charged by the servicing utility company; and

WHEREAS, without any admission of liability, the Parties desire to enter into this Agreement to resolve certain Claims (as defined below) that Claimant has alleged against T-Mobile and to settle any and all outstanding issues and disputes between the Parties with respect to the Claims that may remain unsettled as of the Effective Date.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained, adequacy and sufficiency of which are expressly acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Recitals. The recitals set forth above are incorporated in and made a part of this Agreement.

2. Settlement Terms.

(a) Within thirty (30) days of the Effective Date of this Agreement, T-Mobile shall pay Claimant the total sum of Eighty Five Thousand and 00/00 dollars (\$85,000.00) ("Settlement Payment"), which sum represents a full and final settlement and satisfaction of any and all of Claimant's claims against T-Mobile for its utilities usage for the period of December 2, 2009 through June 22, 2023 ("Claim").

3. Release. Upon the Effective Date hereof, Claimant, for itself, and its respective shareholders, officers, directors, managers, members, representatives, agents, servants, employees, partners, principals, parents, subsidiaries, affiliates, predecessors, guarantors, attorneys, insurers, successors and assigns, and any person or entity claiming any right derivative of it (collectively, the "Claimant Parties"), does hereby unconditionally, knowingly, and completely release, discharge, indemnify and hold harmless, T-Mobile, together with its past and present parent companies, predecessors, subsidiaries, affiliates, agents, employees, officers, directors, partners, related entities, stockholders, members, managers, tenants, licensees, sublessees, sublessors, contractors, lenders, insurers, attorneys, heirs, successors, and assigns, and all other persons acting on behalf of or claiming under T-Mobile (the "Released Parties"), of and from any and all claims, lawsuits, liabilities, demands, obligations, actions and/or causes of action, and debts and

fees of any kind or character whatsoever, including any claim for attorney's fees, interest, or costs of litigation, whether at law or in equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, fixed or contingent which Claimant had, now has, or may have in the future against the Released Parties related to and/or that arose or may have arisen from the Claim, save and except the Parties' obligations under this Agreement.

4. No Admission of Liability. This Agreement represents and constitutes a full and final settlement of any claims and nothing in this Agreement should be construed as or shall be an admission of liability, obligation, or wrongdoing whatsoever by T-Mobile.

5. Confidentiality. The Parties agree that the negotiations of this Agreement, all terms of this Agreement, and the Agreement itself are confidential. The Parties shall keep confidential and shall not disclose any of the terms, provisions, substance or contents of this Agreement, except (i) those terms and provisions hereof that each of the Parties determines are necessary to share with its directors, officers, partners, employees, legal counsel, and/or accountants in connection with the negotiation, execution and/or delivery of this Agreement; (ii) as otherwise required by applicable law, valid court order, regulation or rule of any governmental authority; (iii) for tax related purposes; (iv) to enforce rights under this Agreement; or (v) if mutually agreed by the Parties in writing.

6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties' parents, subsidiaries and affiliates, shareholders, board members, officers, partners, directors, insurers, employees, representatives, investors, heirs, executors, administrators, successors, assigns, agents, legal representatives, bankruptcy trustees and attorneys. Neither party may delegate its obligations under this Agreement.

7. Attorneys' Fees. Each Party shall bear its own costs and fees of any kind, including attorneys' fees, in connection with the negotiation or enforcement of this Agreement.

8. Amendments and Waivers. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein. This Agreement may not be amended or modified except by a written instrument signed by the Parties which expressly states that modification of this Agreement is intended. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right.

9. Knowing and Voluntary Execution. This Agreement has been read in its entirety and has been knowingly and voluntarily executed by the Parties. Claimant acknowledges that Claimant has had the opportunity to consult with an attorney prior to executing this Agreement. Claimant represents that it has the full right and authority to enter into this Agreement and that no consent or approval of any other person or entity is required for Claimant to enter into this Agreement.

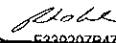
10. Counterpart and Electric Delivery. This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile, and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

11. Governing Law. This Agreement shall be governed by, construed, interpreted, applied, and enforced in accordance with the laws of the state or commonwealth in which the Property is located, without regard to the conflicts of laws principles of such state or commonwealth.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of the last party to sign this Agreement (“Effective Date”).

T-Mobile Northeast LLC

City of Glen Cove

DocuSigned by:
By: 
F339207B470A466...

By: _____

Title: Director New York Metro, Network Engineering & Operations

Title: _____

Date: 9/28/2023

Date: _____





City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET AMENDMENT FORM

6H

Department: Youth Services and Recreation

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7050-43581	OCFS Grant	\$68,188.00	
A7050-51101	Full-Time Salaries		\$29,300.00
A7050-51120	Part-Time Salaries		\$36,600.00
A9010-57167	FICA		\$2,288.00

Reason for Amendment:

Receiving new grant funding from the Office of Children
and Family Services for Workforce Retention and Recruitment

Department Head Signature: Spiro Tsirkas Date: 9/21/23

City Controller Approval: [Signature] Date: 10/6/23

City Council Approval-Resolution Number: _____ Date: _____



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: Police

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3120-55442	Training		\$1500.00
A3120-55411	Travel		\$1500.00
A3120-51101	Annual Salaries		\$25000.00
A3120-55483	Fees for Services	\$1000.00	
A3120-52230	Equipment Replacement	\$4000.00	
A3120-55420	Repairs & Maintenance	\$20,000.00	
A3120-55446	Safety Equipment	\$2000.00	
A3120-54324	General Supplies	\$1000.00	

Reason for Transfer:

Cover shortages in various fundlines

Department Head Signature:

Date:

10/5/2023

City Controller Approval:

Date:

10/6/23

City Council Approval – Resolution Number:

Date: