

Short Environmental Assessment Form **Part 1 - Project Information**

6A

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Local Law 7-2023 Building Department Fees			
Project Location (describe, and attach a location map): N/A			
Brief Description of Proposed Action: Amendment of City Code to allow building permit fees to be applied to permits for affordable and workforce housing projects.			
Name of Applicant or Sponsor: City of Glen Cove		Telephone: E-Mail:	
Address: 9 Glen Street			
City/PO: Glen Cove		State: New York	Zip Code: 11542
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		N/A acres N/A acres N/A acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>City of Glen Cove</u> Date: <u>December 12, 2023</u> Signature: _____ Title: <u>Mayor</u>		

CITY OF GLEN COVE
PROPOSED LOCAL LAW 07-2023
"BUILDING PERMIT FEES"

6B

A local law to amend Section 111-10, "*Building Department fees*" of Chapter 111, *Building Construction*, of the Code of the City of Glen Cove regarding exemptions from payment of fees and reduction of fees for municipal properties, hospital properties and affordable housing.

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

SECTION 1. Section 111-10 of the Code of the City of Glen Cove is hereby amended as follows:

§111-10 Building Department fees

* * *

C. Exemptions from fees. No fee shall be payable under this section if:

(1) The building or property is ~~owned, operated or controlled~~ wholly owned by the city, state or federal government or any agency thereof; or

~~(2) The owner of the building or property affected is a corporation or association organized and operated exclusively for houses of religious worship or nonprofit hospital organizations, or for one or more such purposes, no part of the earnings of which ensures (sic) to the benefit of any private group or individual, and provided that the property affected is to be used exclusively by such corporation or association for one or more of such purposes; or~~

(2) The property is owned by a religious organization designated as a tax-exempt organization pursuant to Section 501(c)(3) of the United States Internal Revenue Code, and the property is to be used exclusively for the purposes for which 501(c)(3) classification was granted. This exemption shall not apply to the payment of sewer connection fees; or

~~(3) The owner, developer or contractor of the building or property affected is a corporation or association engaged in the planning, development and construction of low and moderate affordable housing as defined by HUD and the New York State Housing Trust Fund within the city. In this regard, the owner, developer or contractor shall also be exempt from the payment of filing fees which may be required by either the Planning Board or the Board of Zoning Appeals. However, this exemption shall not apply to the payment of sewer connection fees which may be imposed upon the constructions.~~

(3) The property is owned by a hospital organization designated as a tax-exempt organization pursuant to Section 501(c)(3) of the United States Internal Revenue Code, and the property is to be used exclusively for the purposes for which 501(c)(3) classification was granted. This exemption shall not apply to the payment of sewer connection fees.

D. Application to reduce fees.

If the property is to be used exclusively for very low, low, and/or low-moderate affordable housing as defined by HUD, the NYS Homes and Community Renewal, and/or the NYS Housing Trust Fund, an application may be made to the City Council for up to a 75% reduction of the permit fees. If the property is to be used for workforce housing as defined by the aforesaid agencies, whether exclusively or not, an application may be made to the City Council for up to a 50% reduction in the permit fees. Any reduction shall be at the sole discretion of the City Council. Any reduction under this section shall not apply to the charges for sewer connection fees.

* * *

SECTION 2. 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 3. This local law shall take effect immediately upon filing with the Secretary of State.

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

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the record and are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation is required for any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant Sponsor Information.

Name of Action or Project: City of Glen Cove Smart Growth Comprehensive Plan with Sustainability Elements		
Project Location (describe, and attach a general location map): City of Glen Cove, New York		
Brief Description of Proposed Action (include purpose or need): The proposed action is the adoption of a smart growth comprehensive plan with sustainability elements for the City of Glen Cove. The plan includes the following eight chapters: history and regional context, demographics, land use and zoning, transportation, downtown and economic development, natural resources and climate change, infrastructure and utilities, and community facilities.		
Name of Applicant/Sponsor: City of Glen Cove, New York Pamela D. Panzenbeck, Mayor		Telephone: (516) 676-2004
		E-Mail: mayor@glencoveny.gov
Address: 9 Glen Street		
City/PO: Glen Cove	State: New York	Zip Code: 11542
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discretionary review of City Planning Board	
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discretionary 239 M review by Nassau County	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DOS and DEC funding was made available	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify the plan(s): Remediation sites 130036, 130224, 130208, 130032, 130152, 130017, 130054, C130223, 130028, 130028A, 130046, 130089, 130053B, 130009, 130053A, 130216, 130071, LI North Shore Heritage Area, Orchard Neighborhood and Sea Cliff Avenue BOA	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning		
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All zones of Glen Cove are included in the comprehensive plan study area.		
b. Is the use permitted or allowed by a special or conditional use permit?		N/A <input type="checkbox"/> Yes <input type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes,		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
i. What is the proposed new zoning for the site? _____		
C.4. Existing community services.		
a. In what school district is the project site located? <u>Glen Cove City School District</u>		
b. What police or other public protection forces serve the project site? <u>Glen Cove Police and the City of Glen Cove Volunteer Fire Department</u>		
c. Which fire protection and emergency medical services serve the project site? <u>All fire stations in the City of Glen Cove</u>		
d. What parks serve the project site? <u>All City parks</u>		

D. Project Details *Sections D and E are not included because this project is not a site-specific action.*

D.1. Proposed and Potential Development		
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? _____		
b. a. Total acreage of the site of the proposed action? _____ acres		
b. Total acreage to be physically disturbed? _____ acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres.		
c. Is the proposed action an expansion of an existing project or use?		<input type="checkbox"/> Yes <input type="checkbox"/> No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____		
d. Is the proposed action a subdivision, or does it include a subdivision?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes,		
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____		
ii. Is a cluster/conservation layout proposed?		<input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Number of lots proposed? _____		
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____		
e. Will the proposed action be constructed in multiple phases?		<input type="checkbox"/> Yes <input type="checkbox"/> No
i. If No, anticipated period of construction: _____ months		
ii. If Yes:		
• Total number of phases anticipated _____		
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year		
• Anticipated completion date of final phase _____ month _____ year		
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____ _____ _____		

f. Does the project include new residential uses?

☐ Yes ☐ No

If Yes, show numbers of units proposed.

One Family

Two Family

Three Family

Multiple Family (four or more)

Initial Phase _____

At completion _____

of all phases _____

g. Does the proposed action include new non-residential construction (including expansions)?

☐ Yes ☐ No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?

☐ Yes ☐ No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

☐ Yes ☐ No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

• Volume (specify tons or cubic yards): _____

• Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials?

☐ Yes ☐ No

If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting?

☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?

☐ Yes ☐ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed _____
- expected acreage of aquatic vegetation remaining after project completion _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

- Do existing sewer lines serve the project site? ☐ Yes ☐ No
 - Will a line extension within an existing district be necessary to serve the project? ☐ Yes ☐ No
- If Yes:
- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☐ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐ Yes ☐ No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands: _____

- Will stormwater runoff flow to adjacent properties? ☐ Yes ☐ No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐ Yes ☐ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐ Yes ☐ No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☐ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☐ No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type e.g., semi trailers and dump trucks _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include an shared use parking _____ <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes an modification of existing roads, creation of new roads or change in existing access, describe _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration: _____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products _____ gallons in above ground storage or an _____ amount in underground storage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and coverts on the project site.

Land use or Covert	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>i.</i> If Yes: explain: _____	
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes,	
<i>i.</i> Identify Facilities: _____ _____	
e. Does the project site contain an existing dam?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Dimensions of the dam and impoundment:	
• Dam height: _____	feet
• Dam length: _____	feet
• Surface area: _____	acres
• Volume impounded: _____	gallons OR acre-feet
<i>ii.</i> Dam's existing hazard classification: _____	
<i>iii.</i> Provide date and summarize results of last inspection: _____ _____	
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Has the facility been formally closed? _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
• If yes, cite sources/documentation: _____	
<i>ii.</i> Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____	
<i>iii.</i> Describe any development constraints due to the prior solid waste activities: _____ _____	
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:	
<input type="checkbox"/> Yes – Spills Incidents database	Provide DEC ID number(s): _____
<input type="checkbox"/> Yes – Environmental Site Remediation database	Provide DEC ID number(s): _____
<input type="checkbox"/> Neither database	
<i>ii.</i> If site has been subject of RCRA corrective activities, describe control measures: _____ _____	
<i>iii.</i> Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?	
If yes, provide DEC ID number(s): _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>iv.</i> If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____ _____	

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: _____ % _____ % _____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: <input type="checkbox"/> Well Drained: _____ % of site <input type="checkbox"/> Moderately Well Drained: _____ % of site <input type="checkbox"/> Poorly Drained: _____ % of site	
f. Approximate proportion of proposed action site with slopes: <input type="checkbox"/> 0-10%: _____ % of site <input type="checkbox"/> 10-15%: _____ % of site <input type="checkbox"/> 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information	
<ul style="list-style-type: none"> • Streams: Name _____ Classification _____ • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ Wetland No. (if regulated by DEC) _____ 	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input type="checkbox"/> No	
j. Is the project site in the 100-year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
k. Is the project site in the 500-year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:	
i. Name of aquifer: _____	

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community?

☐ Yes ☐ No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?

☐ Yes ☐ No

f es

i. pecies and listing endangered or threatened

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?

☐ Yes ☐ No

f es

i. pecies and listing

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?

☐ Yes ☐ No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?

☐ Yes ☐ No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present?

☐ Yes ☐ No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?

☐ Yes ☐ No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?

☐ Yes ☐ No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the national or state register of Historic Places, or that has been determined by the commissioner of the office of parks, recreation and historic preservation to be eligible for listing on the state register of Historic Places? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6 NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

See EAF Part 2 - potential large impacts on groundwater and transportation, and potential small impacts on land, flooding, historic and archaeological resources, critical environmental areas, and human health.

**AMENDED AND RESTATED
MASTER AGREEMENT**

between

BUSPATROL AMERICA, LLC

and

CITY OF GLEN COVE

for a

SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

This Amended and Restated Master Agreement (the "Agreement") is hereby made and entered into by and between BusPatrol America, LLC with its principal place of business at 8560 Cinder Bed Road, Suite 100, Lorton, VA 22079 ("BusPatrol" or "Contractor"), and City of Glen Cove, a municipal corporation with its principal offices located at 9 Glen Street, Glen Cove, NY 11542 ("City"). This Amended and Restated Agreement replaces the Parties' Master Agreement dated January 9, 2023, in its entirety.

RECITALS

WHEREAS, on August 6, 2019, the Governor of the State of New York signed into law amendments to the New York Vehicle and Traffic Law that authorize a New York County, city, town or village, by local law or ordinance, to install and operate photo violation monitoring systems on school buses for the purpose of recording violations; and

WHEREAS, pursuant to Section 1174-a of the New York Vehicle and Traffic Law, the governing body of a county, city, town or village located within a county is authorized and empowered to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with section eleven hundred seventy-four of the Vehicle and Traffic Law when meeting a school bus marked and equipped as provided in subdivisions twenty and twenty-one-c of section three hundred seventy-five of this chapter and operated in such county, city, town or village, in accordance with the provisions of such Section 1174-a; and

WHEREAS, pursuant to and in accordance with Section 1174-a, the Local Law establishes a fine of \$250 for a first violation, \$275 for a second violation committed within 18 months of the first violation, \$300 for a third violation or subsequent violation committed within 18 months of the first violation, and an additional \$25 penalty for each violation for the failure to respond to a notice of liability within the prescribed time period; and

WHEREAS, pursuant to and in accordance with such Section 1174-a, the City Council on June 14, 2022 adopted Local Law 04-2022 authorizing the City to install and operate school bus photo violation monitoring systems on school buses within the City (collectively with Section 1174-a, "the Law" or "the Stop Arm Law"); and

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WHEREAS, the City has entered or will enter an agreement with the Glen Cove City School District ("Participating School District") authorizing the City to contract with BusPatrol to install camera systems on school buses by the City, in order to use video monitoring of vehicles passing school buses to impose civil or other penalties on vehicle owners for violating any of the aforesaid provisions of law; and

WHEREAS, BusPatrol is able to provide an innovative, turn-key, and comprehensive school bus camera system to protect students when riding school buses on customary routes; and

WHEREAS, pursuant to New York's "piggybacking" law, Section 103(16) of the New York General Municipal Law, the City "may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities"; and

WHEREAS, the City has determined that the Master Agreement between BusPatrol and Dutchess County, New York, dated September 24, 2021, ("Dutchess County Agreement") expressly permits "Cooperative Purchasing/Piggybacking," is for the same or similar services as the City desires from BusPatrol, is for the same or better pricing, and otherwise meets the criteria under Section 103(16) and the City's procurement Policy & Procedures; and

WHEREAS, BusPatrol agrees to enter into an Agreement with the City under the terms and conditions set forth in the Dutchess County Agreement, except as expressly modified herein; and

WHEREAS, the City represents that it has the authority, in accordance with the Local Law, to enter into this Master Agreement with Bus Patrol on behalf of the Participating School Districts, to establish the terms and conditions upon which the City may elect to allow BusPatrol to install, maintain and operate school bus photo monitoring systems within the City, and does hereby award such Master Agreement to BusPatrol; and

WHEREAS, pursuant to the Local Law, the City has authorized BusPatrol to process violations as authorized by such Section 1174-a; and

WHEREAS, the City has reviewed the business and financial terms of this Agreement and confirms that the said terms and conditions are beneficial to the public interest and enhanced safety and security for the children and community at large; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are expressly incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and BusPatrol agree as follows:

The foregoing recitals are true and correct and form an integral part of this Agreement and are contractual.

AGREEMENT

A. COOPERATIVE PURCHASING/PIGGYBACKING. This Agreement is entered into pursuant to the piggybacking authority in Subdivision 16 of Section 103 of the New York General Municipal Laws and the Cooperative Purchasing/Piggybacking provision within the Dutchess County Agreement. Accordingly, all the terms, conditions, covenants and representations contained herein and in the Dutchess County Agreement and any amendments thereto, except as modified by this document, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein. The terms and conditions of this Agreement shall supersede any inconsistent terms and conditions set forth in the Dutchess County Agreement.

B. DELETIONS. For purposes of this Agreement, the Dutchess County Agreement is expressly modified as follows:

1. *All references to "Dutchess County" or "County" are hereby deleted.*
2. *Section 38. 0, "Severance Pay," is hereby deleted.*
3. *Attachment C, "OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESSIBUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is hereby deleted in its entirety.*

C. ADDITIONS. For purposes of this Agreement, the Dutchess County Agreement is expressly modified by adding:

1. *All references to "Dutchess County" and "County" are hereby replaced with "City of Glen Cove" or "City."*
2. *Section 1, "Definitions," is modified to incorporate the following additional definitions:*

1.0 DEFINITIONS

- 1.19 "Contested Violation" means a Notice of Violation issued through the BusPatrol system that is challenged by the owner of the vehicle before a Local Court in a Participating Municipality in accordance with Section 1174-a of the NY VTL, and that results in payment of any fines or penalties directly to the Local Court.
- 1.20 "Local Court" means the court or traffic violations bureau having jurisdiction over traffic infractions where the violation occurred.
- 1.21 "Non-Contested Violation" means a Notice of Violation issued through the BusPatrol system that is not challenged by the owner of the vehicle and is paid directly to BusPatrol.

1.22 "Program Revenue" means 100% of the fines and penalties collected by BusPatrol prior to the disbursement of the Administrative and Adjudicative Fee.

1.23 "Administrative and Adjudicative Fee" shall mean a fee to be paid by BusPatrol to the City to account for the costs associated with administering and adjudicating the Program.

3. *Article 2 is hereby deleted in its entirety and amended to read as follows:*

2.0 TERM

This Agreement shall commence on the first day of the first month following the completion of the Trial Period and shall terminate on December 1, 2026, unless otherwise terminated as set forth herein (the "Initial Term"). The Parties' obligations specific to the operation of the BusPatrol System shall be in effect so long as the New York State enabling legislation is in effect, until such time as this Agreement is terminated as set forth herein. Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.

4. *Section 4, "SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES," is modified to incorporate the following additional responsibilities:*

A. **RESPONSIBILITIES OF BUSPATROL.** BusPatrol agrees to provide the following services, as more fully described in Exhibit A:

xvii. Establish a bank account at an FDIC member (insured) bank for the collection and processing of Program Revenues, which account may be managed by BusPatrol or a third party payment processor, as well as a payment processor account and payment gateway;

B. **RESPONSIBILITIES OF CITY.** City agrees to provide the following services, as more fully described below:

viii. Processing Guidelines. The City and BusPatrol will agree upon and enforce in good faith the processing guidelines ("Processing Guidelines") for BusPatrol to use for creating evidence packages to submit to the applicable City enforcement agency for review. The Processing Guidelines shall be consistent with the requirements of New York State

law and are incorporated into the Master Agreement by reference. The Processing Guidelines shall be finalized by December 31, 2023 and will not be changed during the first two (2) year period.

Upon the two (2) year anniversary and every anniversary thereafter Term, the Processing Guidelines can be reviewed and modified. Any such modifications must be agreed to in writing by the Parties and authorized by the City, applicable City enforcement entity, and BusPatrol, or their designees. Such modifications to the Processing Guidelines shall not require an amendment to this Agreement. If a modification request by the City impacts the costs to operate the Program or is inconsistent with the agreed upon Processing Guidelines, the Parties shall work together in good faith to determine an estimate of a reasonable reimbursement from the City for such costs or modifications and/or renegotiated revenue share terms

4. Section 5, "Payment," is removed and following terms are added:

5.0 PAYMENT. All payments to be made to Contractor and City shall be paid from Program Revenues, which shall be collected and distributed as follows:

5.1 Collection And Disbursement of Revenues From Non-Contested Violations.

5.1.1 All fines and penalties collected by BusPatrol for Non-Contested Violations shall be deposited into the dedicated BusPatrol bank account established by Contractor pursuant to Article 4.

5.1.2 100% of the fines and penalties collected from Non-Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments and Program Administrative Expense called for in Article 5.3.

5.1.3 BusPatrol will disburse Program Revenues from the dedicated BusPatrol account within 5 days of City's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.2 Collection And Disbursement of Revenues From Contested Violations.

5.2.1 All fines and penalties from Contested Violations will be collected by the Local Court in the Participating Municipality where the Violation is adjudicated.

- 5.2.2 City shall work with the Local Court to ensure that all fines and penalties from Contested Violations are transferred to the City, to be disbursed as Program Revenues.
- 5.2.3 100% of the fines and penalties collected from Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments and Program Administrative Expense called for in Article 5.3.
- 5.2.4 City will disburse Program Revenues to BusPatrol within 10 days of City's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.3 Payment Amounts. Program Revenues shall be used to pay the following amounts to compensate Contractor for the installation, maintenance and use of the BusPatrol Systems in accordance with Section 1174-a(1-b) of the New York State Vehicle and Traffic Law:

5.3.1 Revenue Share Payments.

- 5.3.1.1 All Program Revenues shall be disbursed 45% to the Contractor ("Contractor's Revenue Share") and 55% to City ("City's Revenue Share").

5.3.2 Program Administrative Expense.

- 5.3.2.1 On the first day of each month, City shall invoice Contractor for payment of a fixed monthly amount equal to the agreed-upon Program Administrative Expense, as established by the Parties in accordance with this Article 5.3.
- 5.3.2.2 For purposes of this Article 5.3. "Program Administrative Expense" equals an agreed-upon fixed monthly amount to reimburse City for the salary and benefits of one (1) full time City employee to directly administer and support the Stop Arm Program. In addition, Program Administrative Expense will include any expense incurred by the City for labor or materials resulting from the administration of the Stop Arm Program, which will be documented by the City and mutually agreed upon with Contractor.
- 5.3.2.3 The City agrees to confer with Contractor regarding the required level of administrative support needed to carry out the Stop Arm Program, and to determine whether Contractor can provide an alternative means of providing the required administrative support, at the Contractor's expense. The parties will also confer to adjust the amount of the Program Administrative Expense established in

this Article 5.3 in the event of any changes in the level of administrative support required, including but not limited to changes in the number of buses deployed or volume of Violations issued, or any material increase or decrease in City's actual cost of administering or supporting the Stop Arm Program.

5.3.2.4 City agrees to comply with any reasonable request by Contractor for documentation supporting such Program Administrative Expense.

5.3.2.5 For so long as the City has an adjudication agreement with Nassau County Traffic and Parking Violations Agency ("TPVA") related to services provided in accordance with this Agreement, BusPatrol shall reimburse the City nine dollars (\$9.00) per citation that has been paid in full. BusPatrol shall also reimburse the City nine dollars (\$9.00) of City's TPVA-adjudication agreement costs for each citation that has been adjudicated and paid in full. The City shall notify BusPatrol on a monthly basis of adjudicated citations that are paid in full by the fifth day following the end of the month.

5.3.2.6 Collectively, all of the fees in Section 5.3.2 represent the only "Administrative and Adjudicative Fees" required to be paid by BusPatrol pursuant to this Agreement. BusPatrol shall pay the Administrative and Adjudicative Fees by reducing its monthly Revenue Share Portion in conjunction with its monthly reporting.

5.4 Monthly Revenue Report, Payment Authorization. Within fifteen (15) days following the end of each month, BusPatrol shall submit a report (the "Revenue Reconciliation Report") and accompanying invoice to the City for review and approval, to authorize payment of the amounts owed to BusPatrol and the City in accordance with this Article 5. At a minimum, the monthly Revenue Reconciliation Report shall include the following supporting information:

5.4.1 Total number of contested Violations issued during the previous month;

5.4.2 Total number of non-contested Violations issued during the previous month;

5.4.3 Total amount of revenue from fines and penalties collected from Violations during the previous month;

5.4.4 Total Amount of the Administrative and Adjudicative Fee during the previous month;

5.4.5 Total amount of Program Revenue collected during the previous month;

5.4.6 Total amount of BusPatrol's Revenue Share Payment to be paid to BusPatrol;

5.4.7 Total amount of the City's Revenue Share Payment to be paid to the City.

The Parties agree to work in good faith to reconcile any discrepancies in the amounts payable to any party that are identified in the monthly Revenue Reconciliation Report.

5.5 Payment, Disbursement of Program Revenues.

5.5.1 BusPatrol will disburse revenues collected from Non-Contested Violations from the dedicated BusPatrol account to the City and BusPatrol within 5 calendar days of City's approval of a monthly Revenue Reconciliation Report and accompanying invoice.

5.5.2 All amounts payable under this Agreement shall be paid from the fines and penalties collected from Violations. In no event shall the City bear any expense associated with the operation of this program if gross revenues from Violations over the entire term of this agreement (including any extension thereof) are insufficient to cover such expense.

5.5.3 BusPatrol shall pay the City its monthly revenue share and Administrative and Adjudicative Fee within ten (10) days of receiving the City's approval of monthly Reconciliation Report or otherwise must notify BusPatrol of any questions or discrepancies in the monthly Reconciliation Report.

5.6 Collections. BusPatrol shall initiate a program to collect unpaid monies owed through the use of a third-party collections agency beginning December 1, 2023. The City agrees to cooperate in such efforts to the extent necessary

5. Attachment B, Attachment C, OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESS/ BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is replaced with the following:

ATTACHMENT B

OPT-IN AGREEMENT TO PARTICIPATE IN THE CITY OF GLEN COVE/ BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

Participating School District Name: _____

BusPatrol Internal Safety Solution: YES NO

Total No. of School Buses: _____

Participating School District Point of Contact: _____

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis; and

WHEREAS, the City is authorized by Section 1174-a of the New York State Vehicle and Traffic Law and Local Law 04-2022 to enter into an agreement with the Glen Cove City School District for the installation and operation of outward facing school bus photo violation monitoring systems on school buses owned or operated by within the school district or privately owned and operated for compensation under contract with the school district; and

WHEREAS, the City has entered into an agreement with BusPatrol to acquire, on behalf of the Glen Cove City School District , a turn-key, web-based school bus photo violation monitoring system that can be used to capture images of vehicles operated in violation of VTL Section 1174, issue citations to the owner of such vehicle when approved by an authorized Municipal Technician, and collect fines from the owner of such vehicle as authorized by Section 1174-a; and

WHEREAS, the Glen Cove City School District desires to enter into this agreement to authorize the City, through its contractor BusPatrol, to install and operate of outward facing school bus photo violation monitoring systems on school buses operated within the Glen Cove City School District as authorized by Section 1174-a and Local Law 04-2022;

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the Glen Cove City School District ("GCSD"), the City of Glen Cove ("City") and BusPatrol America LLC ("BusPatrol"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the GCSD or privately owned and operated for compensation under contract with GCSD in accordance with Section 1174-a of the New York State Vehicle and Traffic Law and [Local Law 04-2022 (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by GCSD (the "BusPatrol System").

2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the City, through its contractor BusPatrol, to install and operate the BusPatrol System identified above on school buses owned and operated by the district or privately owned and operated for compensation under contract with such district.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between City and BusPatrol ("Master Agreement"), the City will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on school buses owned and operated by GCSD or privately owned and operated for compensation under contract with GCSD , to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the GCSD jurisdictional boundaries as provided by separate contract between the City and GCSD. GCSD will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System
4. **Responsibilities of the Parties:**
 - a. BusPatrol. BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.
 - b. City. The City is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
 - i. Arranging for qualified Enforcement Technicians to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
 - c. GCSD. GCSD is responsible for:
 - i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the City and BusPatrol). If GCSD does not own and operate the buses customarily used on the routes in its district, then GCSD shall enter into an agreement with the private owner(s) and operator(s) of those

buses to allow BusPatrol to install and operate its equipment on such buses, at no cost to BusPatrol. If GCSD does not enter into such agreement with the private owner(s) and operator(s), or if any private owner or operator fails to provide BusPatrol will access to school buses, the City or BusPatrol, at its option, may terminate the Opt-In Agreement with GCSD;

- ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by GCSD or its third party bus operator(s), as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
- iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format, if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
- iv. Using best efforts to maintain the routes identified in Subsection 4(c);
- v. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
- vi. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of GCSD on all matters relating to this Opt-In Agreement and GSD's use of and participation in the school bus school bus photo violation monitoring systems;
- vii. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from internal non-enforcement cameras installed under Option B are only accessed by authorized personnel from GCSD.

5. **License, Restricted Use.** BusPatrol grants to GCSD a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. GCSD shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

GCSD agrees that it will not use the BusPatrol Intellectual Property for any purpose other than Bus Patrol's operation of the Bus Patrol System during the term of this Agreement. GCSD will not disclose the Bus Patrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make

any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System or cause any other person to do any of the foregoing.

6. **Reporting.** GCSD, acting by and through the Superintendent of Schools of such District, or his or her designee, shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law or Local Law 04-2022, to the State or any official thereof. BusPatrol and City agree to work with GCSD to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. **Restrictions on Access to Enforcement Data.** In accordance with the State and Local Law and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to (i) prevent GCSD from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems; (ii) provide for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems; and (iii) provide for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the City for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to this local law or (ii) upon final disposition of a notice of liability issued pursuant to this local law.
8. **Restrictions on Access to Internal Camera Data.** The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant to this agreement shall be made available only to GCSD, and shall not be made available to the City or any third party except as explicitly authorized by the GCSD. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system

to ensure that all video footage, recorded images and other information generated through such internal non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by GCSD or required by law.

9. **Changes.** Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. **Term, Termination.**
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties provided New York State has extended or not eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and City is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by GCSD, the City or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, GCSD shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by GCSD or its third-party bus operator, to allow BusPatrol to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
14. **Non-Assignment.** This Agreement may not be assigned by GCSD without prior written consent of the City and BusPatrol. The City shall be relieved of all liability and obligations consistent with the New York State General Municipal law Section 109 in the event of such unauthorized assignment.
15. **Executory.** All amounts to be paid to Bus Patrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the Bus Patrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover BusPatrol's expenditures to install and operate the BusPatrol System, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement

owed to BusPatrol. BusPatrol will have no claim against the City or GCSD for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

City:

9 Glen Street
Glen Cove, N.Y. 11542
(516) 676-2000
<email> thenderson@glencoveny.gov

BusPatrol America LLC:

Karoon Monfared
8560 Cinder Bed Road, Suite 100
Lorton, Virginia 22079
Karoon@buspatrol.com

Glen Cove City School District :

154 Dosoris Lane
Glen Cove, N. Y. 11542
<tel>516-801-7010
<email> mrianna@glencoveschools.org

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the Supreme Court, County of Nassau, State of new York as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

21. **Rules Of Construction.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
22. **Counterparts: Signatures Transmitted By Electronic Means.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."
23. **Entire Agreement.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this ____

Day of _____, 20_____.

BUSPATROL AMERICA LLC:

By: _____
Name: Karoon Monfared
Title: CEO, BusPatrol America LLC
Date: _____

CITY OF GLEN COVE:

By: _____
Name: _____
Title: _____
Date: _____

PARTICIPATING SCHOOL DISTRICT:

By: _____

Name: _____

Title: _____

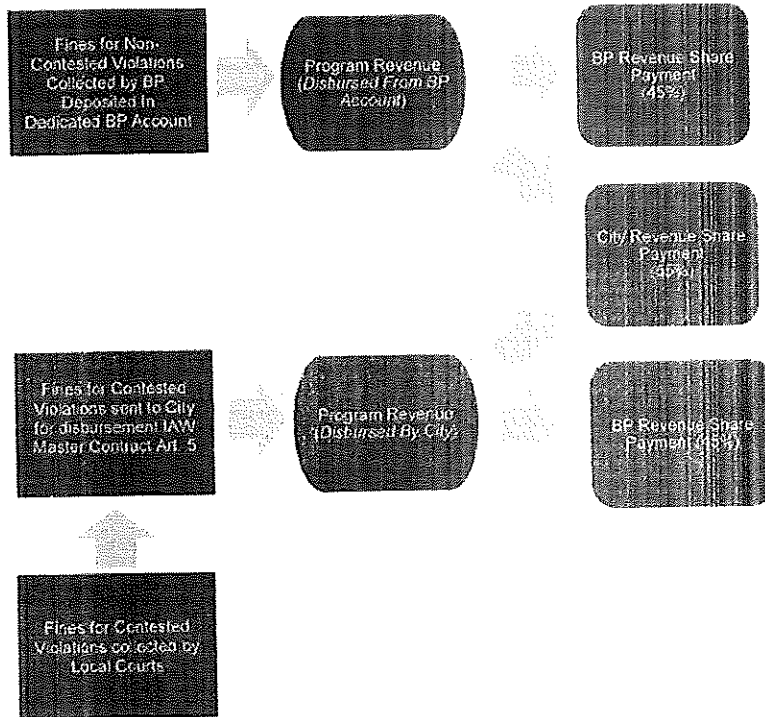
Date: _____

*Attachment C, "REVENUE RECONCILIATION AND DISBURSEMENT PROCESS," is replaced
in its entirety with the following.*

CONTINUE TO NEXT PAGE

**ATTACHMENT C
REVENUE RECONCILIATION AND DISBURSEMENT PROCESS**

The following flowchart illustrates the monthly flow of funds to be performed in accordance with Article 5 of the Agreement.



6. *[FURTHER ADDITIONS TBD]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for a School Bus Safety Camera Program between BusPatrol and City, effective as of the date of the first Notice of Violation (the "Effective Date").

BUSPATROL AMERICA LLC:

By: _____

Name: Karoon Monfared

Title: CEO, BusPatrol America LLC

Date: _____

CITY OF GLEN COVE:

By: _____

Name: _____

Title: _____

Date: _____



November 29, 2023

6E

Michael Yeosock, P.E. Director of Public Works
City of Glen Cove
Glen Cove City Hall
9 Glen St.
Glen Cove, NY 11542

Re: Proposal for Engineering Services for the 2024 Road Improvement Program

Dear Mr. Yeosock,

As requested, we respectfully submit this proposal for professional design and bid engineering services for the 2024 Road Improvement Program.

We identified the following candidates for the 2024 Road Program:

- Club Road - Full length
- Douglas Drive - Full length
- Elm Avenue - from Ridge Dr. to Rellim Dr.
- Emerald Dr. - from Ruby Dr. to Diamond Ct.
- Ford Street - from Forest Ave. to Titus Rd.
- Lindbergh Avenue - Porter Pl. to Sunset Ave.
- Pearl Street - Sea Cliff Ave. to dead end
- Prestwick Terrace - Full length
- Pulaski Street - Glen Street to Pratt Blvd.
- Rellim Drive - from Elm Ave. to Nancy Ct.
- Ruby Drive - Full length
- Second Street intersection at Wolfle Street
- Valentine Street - Carpenter Ave. to dead end
- Willits Road - Circle Dr. to Rellim Drive & Smith Court
- Butler Street - Full length
- Butler Court - Full length
- Franklin Avenue - Highland Rd. to Town Path

The Total Estimated Construction Cost for the above is \$1,900,000.



ENGINEERING SERVICES FOR 2024 ROAD IMPROVEMENT PROGRAM
FOR THE CITY OF GLEN COVE

November 29, 2023

STAFFING TABLE

<u>TASK</u>	<u>TITLE</u>	<u>Hourly rate</u>	<u>Hours</u>	<u>Total</u>
SURVEY				
	Survey crew	\$130	112	\$14,560
	Survey technician	\$126	40	\$5,040
				<u>\$19,600</u>
DESIGN				
	Engineer	\$210	60	\$12,600
	Senior Engineering technician	\$168	880	\$147,840
	Draftsperson	\$150	136	\$20,400
				<u>\$180,840</u>
BID				
	Technical Staff	\$110	10	\$1,100
	Senior Engineering technician	\$168	16	\$2,688
				<u>\$3,788</u>
Sub-contractor	Other services (cores)			\$6,000
Total				<u>\$210,228</u>

Should you approve, please indicate your authorization below, and return a signed copy to this office.

If you have any questions, please contact me.

Sincerely,

Paul F. Stevens, P.E.
Associate Vice President

Authorization

Date



Contract

6 F

P.O. Box 1229 •

phone: 631-288-0100

E-mail: info@ca-inc.net

www.ca-inc.net

November 28, 2023

Via Email: rocco@glencoveny.gov

City of Glen Cove Department of Public Works
Attn: Rocco Graziosi, Project Manager
9 Glen Street
Glen Cove, NY 11542

Dear Mr. Graziosi,

We propose to perform the following work;

- Mobilize equipment and personnel as required to the jobsite at Southland Drive, Glen Cove NY.
- Open/close tide gates as needed or as directed by Glen Cove authorized representative.
- Demobilize jobsite.

The fee for the above service is to be \$4,500.00.

Although due diligence will be used in operating the gates, due to the current condition of the system, we cannot be responsible for failures while operating the system. We will not attempt to operate a gate that is in obvious disrepair.

Respectfully submitted,


Louis Caglianone
Project Manager

Accepted: _____ Signed: _____ Date: _____



GSA Statement of Work for Glen Cove, NY
GSA Contract GS-35F-0124U

GSA CivicPlus Statement of Work

66

Labor Category	GSA Hourly Rate with IFF	Hours	Total
Website Consultant	\$149.01	2	\$298.02
Project Manager	\$135.86	22	\$2,988.92
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	32	\$4,207.36
Graphic Designer	\$109.57	30	\$3,287.10
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	18	\$1,972.26
Trainer	\$109.57	4	\$438.28
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	62	\$4,999.68
Subtotal			\$18,191.62
Discount			(\$4,306.12)
Total Fees Year 1			\$13,885.50

Project Implementation and Deployment

- First Year CivicClerk Annual Services
- CivicClerk Media
- Agenda & Meeting Management Select Premium – Unlimited storage and users, implementation build up to 7 boards
- CivicClerk Premium Configuration
- CivicClerk Custom Template Design - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template
- 2x Hours Virtual Consulting
- 1x 4 Hour Block Virtual Training
- CivicClerk Integration Hub – Third Party Integration

\$13,885.50

Total Initial Term Fees \$13,885.50

Renewal Annual Services

\$14,493.00

1. Performance and payment under this Statement of Work ("SOW") by and between Glen Cove, New York ("Customer") and CivicPlus ("CivicPlus") (jointly, "Parties") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff>.
2. This SOW shall remain in effect beginning at signing and continuing through December 31, 2024. In the event that neither party gives 30 days' written notice to the other Party terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.
3. The Total Initial Term Fees, which may be prorated based on signature date, will be invoiced at January 1, 2024.



GSA Statement of Work for Glen Cove, NY

GSA Contract GS-35F-0124U

4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term.



GSA Statement of Work for Glen Cove, NY
GSA Contract GS-35F-0124U

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Amy Vikander

Title:

Title:

Senior VP of Customer Success

Date:

Date:

12/01/2023

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

6H



Quotation

Customer:	City Of Glen Cove	Account ID:	100849388
Contact:	Elizabeth Mestres	Email:	EMestres@glencoveny.gov
Address:	100 Morris Ave Glen Cove, NY 11542	Phone:	516.676.4402
Quote Date:	11/25/23	Quote Expiration Date:	31/12/2023
Quote Number:	56162404		

Dear Mrs. Elizabeth Mestres,

Thank you for the opportunity to provide you with a quotation for a Quincy Compressor Guardian Plan. As the success of your business is directly linked to your production uptime and equipment availability, increasing system efficiency and reliability will directly provide you a strong financial return.

This Preventive Guardian proposal is specifically designed to extend the life of your equipment, while helping you lower your energy costs and increase overall efficiency with predictable costs.

We value your business and look forward to serving you in the near future. If you have any further questions, feel free to contact us at any time. We will be happy to provide you with additional information.

Sincerely,

Monty Marar
Service Sales Engineer
87 E Jefryn Blvd
Deer Park, NY 11729
Mobile: 516-477-(2565)
E-mail: monty.marar@quincycompressor.com

Visit Quincy Compressor at: www.quincycompressor.com



Performance You Demand. Reliability You Trust.



Performance you demand. Reliability you trust.™

The Quincy Difference



At Quincy Compressor we believe in starting and nurturing strong relationships with our employees, partners, and customers. We achieve this through the legendary reliability and high efficiency of our products, the flexibility of our service, and the continuous investment in our customers and employees. From our 97+ years of experience we understand that trust takes time to build, seconds to break, and years to repair. We're here to build your trust and earn your business.

Quincy Compressor Service is designed so that we take care of your business – so you can easily go about yours.



EXPERTISE

Your business demands reliability and efficiency from the technology that powers it, and your compressor must stay maintained against today's increasing production demands; and that is precisely what Quincy service can do for you. We together manage your assets, operations, and risk to deliver the desired business results needed to excel.



TECHNOLOGY

With ICONS you can predict potential problems before they occur. You will have the ability to monitor your system and guarantee the right service at the right time. This will allow you to see how and where your system can be optimized to increase efficiency.



FLEXIBILITY

Because Quincy Service Agreements are designed specifically for your business, it helps you optimize the performance of your investment and maximize your competitiveness. Components from Quincy's range of services can be freely combined to include the options that best meet your site conditions and needs.



SAFETY

With all Quincy service operations, the primary focus is the safety of personnel and equipment. Quincy employees are trained in accordance with requirements of OSHA and are outfitted with all required Personal Protective equipment (PPE) needed to perform our field service tasks.



OPTIMIZING PLANT AVAILABILITY

You must constantly optimize the performance of your process to improve the efficiency of your plants. The Quincy service team helps you tackle challenges relating to productivity, availability and security as well as cost and energy efficiency. Besides drawing on a wealth of expertise to advise you, the team handles project management and does any necessary work specified in the service agreement.



Performance you demand. Reliability you trust.™

Agreement Summary

A maintenance agreement is ideal for customers who want to devote key resources to their core business, while enjoying fixed maintenance costs and reduced risk for downtime. You can be assured, that when you choose a Preventive GuardianPlan your equipment will remain in optimal condition while optimizing availability.

Quote Number: 56162404

Customer #: 100849388

Machine	Serial Number	Service Type	Machine Type	Visits/Year	Duration/Years	Annual Price
Piston compressor	100428001	Preventive Guardian	Air compressor	1.00	1	\$ 625.15
Yearly Visit Schedule: A A: Minor Service Location: 100 MORRIS AVE, Glen Cove NY 11542						
Piston compressor	421870CG	Preventive Guardian	Air compressor	1.00	1	\$ 688.40
Yearly Visit Schedule: A A: Minor Service Location: 10 Glen Cove Ave, Glen Cove NY 11542						
Piston compressor	UTY105681	Preventive Guardian	Air compressor	1.00	1	\$ 746.43
Yearly Visit Schedule: A A: Minor Service Location: 10 Glen Cove Ave, Glen Cove NY 11542						
Total Annual Price:						\$ 2,059.98



Performance you demand. Reliability you trust.™

Quote Number: 56162404

Additional conditions and information about your Guardian Plan

- Freight on PM Parts and Oil is included throughout the duration of the service plan.
- All pricing is held firm for the duration of the PO for Quincy equipment only.
- Agreements may be cancelled by either party with a 60-day written notice.
- Local taxes may apply.
- Payment term NET 30 days.
- Billing options can be fulfilled Monthly, Quarterly, Semi-Annually, or in full. Invoicing will happen independently of the service performance date.

Invoice Frequency
<input type="checkbox"/> Annually (\$ 2,059.98)

Agreement Duration
<input type="checkbox"/> 1yr

By signing the agreement below, you are consenting to all the terms and conditions, scope of work, and permitting services to be rendered.

Signature	Customer P.O. Number	Date
------------------	-----------------------------	-------------



Performance you demand. Reliability you trust.™

Activities

1	Piston compressor - 100428001							
Description		Visit A 2000	Visit B	Visit C	Visit D	Visit E	Visit F	Visit I
Follow Customer Specific Safety Rules		X						

2	Piston compressor - 421870CG							
Description		Visit A 2000	Visit B	Visit C	Visit D	Visit E	Visit F	Visit I
Follow Customer Specific Safety Rules		X						

3	Piston compressor - UTY105681							
Description		Visit A 2000	Visit B	Visit C	Visit D	Visit E	Visit F	Visit I
Follow Customer Specific Safety Rules		X						

Quincy Service Terms & Conditions of Sale

1. General

"Seller" means Quincy Compressor LLC. "Buyer" means the entity to which Seller is offering or providing a Product and/or Service. "Product" means any product, equipment, accessory, part, and/or any other item offered or sold by Seller to Buyer. "Service" means any installation, start-up, inspection, repair, preventive maintenance, air audit, and/or any other type of service or work offered or performed by Seller for Buyer. This Terms and Conditions of Sale document is hereinafter referred to as these "Terms and Conditions of Sale". Seller and Buyer are sometimes referred to herein individually as a "Party" and jointly as the "Parties". These Terms and Conditions of Sale apply to any sale of any Product and/or Service by Seller regardless of whether any quotation/proposal is provided by Seller. SELLER'S SALE OF ANY PRODUCT AND/OR SERVICE IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE. ANY ACCEPTANCE OF SELLER'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE. ANY TERMS OR CONDITIONS (PREVIOUSLY, CONTEMPORANEOUSLY, OR HEREAFTER) PROVIDED BY BUYER WHICH ADD TO, VARY FROM, OR CONFLICT WITH THESE TERMS AND CONDITIONS OF SALE ARE HEREBY EXPRESSLY OBJECTED TO. Any order from Buyer to Seller shall constitute Buyer's assent to these Terms and Conditions of Sale. In the event a separate written agreement covering terms and conditions has been negotiated and mutually signed by authorized representatives of Buyer and Seller, and such agreement is applicable and in effect, it shall take precedence (to the extent of conflicts) and the terms and conditions set forth in these Terms and Conditions of Sale will be supplemental to those of such agreement. All orders submitted to Seller are received subject to approval or rejection by Seller at its headquarters.

2. Prices.

Seller expressly reserves the right to increase the quoted price in the event of modifications to the scope of supply/specifications/criteria not part of Seller's original price quotation. Any increase in price shall be agreed to between the parties.

3. Taxes.

Taxes are not included in the price, unless the price indicated by Seller specifically lists such tax as a line item. Buyer is responsible for any and all applicable taxes (except any taxes on Seller's income).

4. Delivery.

(a) Seller shall use commercially reasonable efforts to provide Products and Services by the dates agreed upon between the Parties. Lead-times and shipping dates/periods (whether indicated as a range of weeks or otherwise) are estimates only, and are among other things based upon timely receipt of all necessary information and approvals. In no event will the indicated lead-time or shipping/delivery period begin to run prior to Seller's receipt of all necessary information, approvals and completion of all details deemed necessary by Seller for execution of the order.

(b) Buyer must promptly inspect Products upon delivery and notify Seller of any damage or shortage within five (5) days of delivery. Notification of any damage or shortage does not make Seller liable for any such damage or shortage or obligate Seller to provide any additional or replacement Products. It is expressly understood that Buyer's failure to take such steps may render claims for freight damage and/or shortages void. Unless agreed otherwise by Seller in writing, Buyer is responsible for filing/processing freight damage/shortage claims with the carrier.

5. Payment.

Payment for Products and Services is due thirty (30) days from invoice date. If Buyer does not have an account with Seller, payment is due before delivery of Product or commencement of Service. Amounts past due shall bear interest at one and a half percent (1.5%) per month, or the maximum rate allowed by law, whichever is higher. Interest shall be payable within seven (7) days of demand.

6. Cancellation.

6.1 Products. Buyer may cancel a Product order (in whole or in part) if (a) Buyer provides Seller sixty (60) days' prior written notice of any such cancellation; and (b) Seller agrees in writing that such order may be cancelled. Notwithstanding the foregoing sentence, either party may cancel a Product order (in whole or in part) at any time if a party materially breaches the Terms and Conditions of Sale and the breaching party fails to commence and diligently pursue a cure of such breach within sixty (60) days after such breaching party receives written notice from the non-breaching party specifying (i) the nature of the material breach; and (ii) the non-breaching party's intent to terminate the Product order if the breach is not cured.

6.2 Services. Either party may terminate the Services with immediate effect (or at a later time, in such party's sole discretion) upon sixty (60) days' prior written notice to the other party.

6.3 It is expressly understood and agreed that upon cancellation, (a) Buyer is entitled to a refund for the portion of any Service that has not been performed but already paid for; and (b) Buyer shall pay for any Products that have shipped and Services that have been performed prior to the date of cancellation but which have not been paid as of such date. The determination of the value of the Services that have been performed shall be based upon Seller's list price for parts and labor.

6.4 It is further expressly understood and agreed that for any Products shipped prior to the date of cancellation but not yet installed, Buyer shall have the option, in its discretion, to have Seller install such Products, and Buyer shall be billed for such Services pursuant to the Terms and Conditions of Sale.

7. Returns.

Buyer shall have no right to return any Product unless Seller, at its sole discretion, agrees in writing that the specific Product may be returned. If Seller agrees that Buyer may return the Product, Seller will issue a Return Material Authorization number to Buyer, and Buyer must include such Return Material Authorization number with the return. All such returns must be in accordance with Seller's instructions (including but not limited with respect to condition of the Product, shipping, and restocking fees, if applicable).

8. Scope of Service, Miscellaneous service-related responsibilities of Buyer, etc.

8.1 Only the specific equipment identified by serial number (or by another agreed-upon method of identification) in Seller's written service quotation is included in the scope of the Service.

8.2 The date and time of Seller's performance of Service (if any) is subject to scheduling and confirmation by Seller's service department. If Seller anticipates a delay in meeting any agreed-upon date, Seller shall notify Buyer of such delay and arrange for a mutually acceptable alternate date of

such Service. Seller's performance of Service is subject to Seller's normal working hours (8:00 am to 5:00 pm, Monday through Friday excluding public holidays), unless Seller and Buyer expressly agree otherwise. If Seller agrees to perform Service outside of Seller's normal working hours, the rates will be higher in accordance with Seller's applicable rates. Buyer shall provide Seller with free and full access to the equipment, during agreed-upon times, to perform the agreed-upon Service. Buyer shall at its own cost supply adequate lighting, power, and other facilities to which Seller may reasonably need access to in connection with performing the Service. If Seller's service technician has to wait for more than thirty minutes for access to the equipment during a scheduled visit, additional hour charges may apply. If the technician is not allowed in during an agreed time and a new visit has to be scheduled, Buyer shall bear the mileage and displacement time charges. If any forklift, A-frame, crane, hoist and/or other lifting or rigging equipment is necessary (as reasonably determined by Seller) for Seller to perform the Service, Buyer shall supply such equipment at Buyer's own cost together with sufficiently skilled and qualified labor in connection therewith, unless Seller and Buyer expressly agree otherwise.

8.3 If Seller will provide preventative maintenance Service, such Service is not a substitute for Buyer's compliance with any daily or weekly or other routine maintenance instructions contained in the equipment's manual.

8.4 In the event the Service (if any) to be provided by Seller includes equipment servicing over a period of time (whether under a preventative maintenance agreement or any other service agreement), it is expressly agreed that the Service does not include (a) services, parts, or repairs required as a result of modification or repair by anyone other than Seller's authorized personnel; (b) service, parts, or repairs required as a result of improper installation, improper storage, improper use, or improper maintenance by anyone other than Seller's personnel; (c) repair of damages caused by external factors, including, but not limited to: loss or damage resulting from the elements, misuse, abuse, use of unsuitable attachments, or the operation of the equipment in improper operating environments, including, but not limited to, locations having defective or inadequate power sources, static electricity, or excessive interference caused by external sources; or (d) consumable items (unless the consumable item is specifically included in Seller's written quotation).

8.5 In the event the Service (if any) to be provided by Seller includes equipment servicing over a period of time (whether under a preventative maintenance agreement or any other service agreement), it is expressly agreed that even if the service agreement specifies that the service and price includes overhaul of the equipment, the overhaul is excluded from the price if Buyer terminates the service agreement prior to the end of the expiration date of such service agreement. In connection with any such early termination, Seller shall invoice Buyer for any and all such overhauls that Seller performed prior to such early termination at list price.

8.6 In the event the Service (if any) to be provided by Seller includes equipment servicing over a period of time (whether under a preventative maintenance agreement or any other service agreement), it is expressly agreed that (regardless of whether the equipment is covered by a preventative maintenance agreement or any other service agreement) Buyer will:

- (a) Perform all daily and weekly maintenance and inspection actions (and any and all other maintenance/inspection/actions not included in the agreed-upon scope of work/service) for the equipment as per the equipment's instruction manual;
- (b) Keep the equipment within the environmental conditions (including but not limited to temperature range, humidity range, ventilation, and other factors), and operate the equipment, as recommended in the equipment's instruction manual and in accordance with recommendations (if any) of Seller's service technicians;
- (c) Ensure that water in the equipment's cooling circuits (if applicable) and ventilation is within the limits of quality, quantity and temperature, as recommended in the equipment's instruction manual and in accordance with recommendations (if any) of Seller's service technicians;
- (d) Use only parts/ lubricants/ oil which conform to the equipment manufacturer's applicable specifications for such items and are free of dirt, debris, and other substances that do not belong in or on the part/ lubricant/ oil;
- (e) Advise Seller immediately of any changes of the equipment's operational conditions or site conditions and malfunctions or failures that may influence the proper functioning of the equipment;
- (f) Take the necessary action on equipment repairs reasonably recommended by Seller. If equipment breaks down as a consequence of inaction by Buyer, any necessary repairs shall be at Buyer's expense;
- (g) Make the equipment available to Seller for overhaul of the equipment's element and/or main motor if shock pulse monitoring readings by Seller or other metrics indicate the need for such overhauls. Buyer shall pay for such overhauls unless the equipment is covered under a service agreement which specifies that such overhaul is included in the price (and Buyer does not terminate such service agreement prior to the end of its expiration date). If Buyer fails to authorize and pay for such overhaul, then all of Seller's service obligations with respect to the equipment will cease. The location of any overhaul (if applicable) generally is Buyer's site, unless Seller agrees that the overhaul shall be performed at Seller's site; and
- (h) Promptly return any and all hardware and software (including but not limited to remote monitoring products) furnished by Seller in connection with the service, upon expiration/termination of the service, unless expressly agreed otherwise by Seller.

8.7 Regardless of the duration of the Service period and regardless of whether the price is stated as a fixed annual price, it is expressly agreed that in the event a change occurs in the operating or site conditions of the equipment, the price is subject to an increase if such operating or site condition change results in increased costs for Seller in connection with providing the Service for the equipment. Examples of operating or site condition changes which may result in increased costs for Seller (and therefore may increase the price) include but are not limited to: Buyer's act of moving the equipment (including within Buyer's facility) or placing other objects in such a way that coolant air inflow into the equipment is affected, or making electric power-related changes, or exceeding the equipment's estimated yearly running hours (specified by Seller in the quotation). If Buyer does not agree to the increase in price, then Seller may terminate or suspend the Service for the relevant equipment. It is expressly acknowledged that the price is also subject to an increase at any time if there is an increase in the quantity of equipment to be serviced or other changes in the scope of work/service.

9. Warranty.

Seller warrants to Buyer that any and all Seller-manufactured Products delivered by Seller are delivered free of defects in workmanship and material; this warranty shall expire ninety (90) days from installation. Consumables and normal wear and tear are expressly excluded from

warranty. If the Product does not meet the above-stated warranties, Buyer shall promptly notify Seller in writing prior to the expiration of the above-stated warranty period. Seller shall at Seller's option (i) repair or (at Seller's option) replace the nonconforming Product, or (ii) provide a refund or credit allocable to the nonconforming portion of the Product. Products not provided by Seller are not warranted by Seller.

Products, components, parts, accessories, and other items sold by Seller but not manufactured by Seller are not warranted by Seller and shall carry whatever warranty (if any) which the manufacturer has conveyed to Seller to the extent it can be passed on to Buyer.

Warranty repair or replacement of Products shall not extend or renew the original warranty period; such Products shall remain under warranty only for the unexpired portion of the original applicable warranty period. Replaced Products become the property of Seller. Seller warrants that at the time of Product delivery, Seller has title to the Product.

THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

CORRECTION OF NONCONFORMITIES IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE CONSTITUTES BUYER'S EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS.

10. Software.

In the event any Product which Seller delivers to Buyer (or any Service which Seller provides to Buyer) contains or otherwise includes software, the software is not sold to Buyer but is licensed on a limited, non-exclusive basis. Any and all such software shall remain the proprietary property of Seller (and/or its affiliates or other third parties who are Seller's licensors, if applicable), and in no event shall title thereto be sold or transferred to Buyer.

Any modification, alteration, or removal or unauthorized use of any software contained in any Product/Service constitute a breach of this agreement and shall automatically terminate any license granted hereby. Buyer shall not (and shall not permit any third party to) create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, or modify, the software.

11. Intellectual Property Ownership.

No patents, copyrights, trademarks, or other intellectual property is being sold, assigned, or otherwise transferred to Buyer. It is expressly acknowledged that no drawings, designs, specifications, or anything else provided by Seller to Buyer shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.

12. Indemnity.

Seller agrees to defend, indemnify, and hold harmless Buyer and its affiliates, and their respective officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims brought against any Indemnified Party by any third party (including but not limited to any employee of Seller or of Buyer) for (a) personal injury (including but not limited to death) and/or (b) physical damage to tangible property, to the extent the personal injury and/or physical damage to tangible property is caused by the negligence of Seller or Seller's employee/agent. It is understood that no part of the Product or the service site shall be considered third party property.

13. Export Control, and Foreign Corrupt Practices Act.

Products, Services, technical data, technology, software, and any other items or information provided by Seller to Buyer shall at all times be subject to any and all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Buyer expressly agrees that no Product, Services, technical data, technology, software or other items or information or assistance or other item received from Seller shall be exported (or re-exported) by Buyer or its authorized transferees (if any), directly or indirectly, in violation of any law or regulation. Buyer further agrees that Buyer shall not violate or cause Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale or distribution of the Products and/or Services. BUYER AGREES TO INDEMNIFY SELLER FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS, AND FINES ARISING FROM BUYER'S NON-COMPLIANCE WITH THIS SECTION 13.

14. Force Majeure.

In the event Seller is not able to perform or is delayed due to any cause beyond its reasonable control (including but not limited to acts of God, strike or other concerted action of workmen, act or omission of any governmental authority, act of war or terrorism, act of the public enemy, embargo, delays of carriers, and/or delays by Seller's usual suppliers), the time of performance shall be extended by the amount of time reasonably sufficient to make up for such delay.

15. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR SERVICES, DOWNTIME COSTS, AND DELAY COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER ARISING FROM OR RELATED TO THE AGREEMENT (INCLUDING BUT NOT LIMITED TO PERFORMANCE OR BREACH THEREOF), THE PRODUCTS, AND/OR THE SERVICES, SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM (REGARDLESS OF WHETHER SUCH DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE). For purposes of this Section, the term "Seller" means Quincy Compressor LLC, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

16. Environmental and OSHA requirements.

At the time of shipment of the Product from the factory, Seller will comply with Federal, State and local laws and regulations applicable to Seller concerning occupational health and safety and pollution. However, in the installation and operation of the Product and other matters over which Seller has no control, Seller assumes no responsibility for compliance with those laws and regulations, whether by the way of indemnity, warranty or otherwise.

17. Equal Employment Opportunity Requirements.

If applicable to this agreement, Seller and Buyer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

18. U.S. Government Contracts.

If the Products and/or Services are to be used in the performance of a U.S. Government contract or subcontract, Buyer expressly agrees to notify Seller in writing in connection with Buyer's order. Further, if the Products or Services are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statute to be included in this contract shall be incorporated herein by reference.

19. Miscellaneous.

19.1 Buyer's issuance of a purchase order or Buyer's receipt of any Product or Service from Seller shall constitute Buyer's assent to these Terms and Conditions of Sale.

19.2 THESE TERMS AND CONDITIONS OF SALE CONTAIN THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER WITH RESPECT TO TERMS AND CONDITIONS AND SUPERSEDE ALL PREVIOUS OR CONTEMPORANEOUS STATEMENTS, AGREEMENTS, AND REPRESENTATIONS WITH RESPECT TO TERMS AND CONDITIONS. This agreement cannot be superseded, amended, or modified except by an applicable negotiated agreement signed by a company officer of Seller and an authorized representative of Buyer. Any purchase order issued by Buyer to Seller is for Buyer's internal purposes and no term or condition stated in such document shall modify these Terms and Conditions of Sale. Failure of Seller to object to terms and conditions provided by Buyer shall in no event be construed as an acceptance of any terms and conditions of Buyer. Neither Seller's commencement of performance nor Seller's delivery shall be deemed or constituted as acceptance of any of Buyer's terms and conditions.

19.3 The provisions of these Terms and Conditions of Sale are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. In addition, if any provision of these Terms and Conditions of Sale (or portion thereof) is determined by a court to be unenforceable as drafted by virtue of the duration, scope, extent, or character of any obligation contained herein, the parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

19.4 Neither party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms and Conditions of Sale shall constitute a waiver of any other breach or of such provision.

19.5 The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and Conditions of Sale and/or the agreement shall be governed by and construed in accordance with the internal laws of the U.S. State in which Seller's applicable sales/service facility (selling the Product/Service) is located (hereinafter the "Applicable State") without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Applicable State. Any legal suit, action or proceeding and all other matters arising out of or relating to the interpretation and effect of these Terms and Conditions of Sale and/or the agreement shall be instituted in a court (federal court or state court) sitting in the Applicable State, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action, suit, or proceeding. Notwithstanding the foregoing, Seller shall have the right at any time (at its option and where legally available) to immediately commence a legal suit, action, or proceeding in any court of competent jurisdiction (in any State or country) in order to seek an injunction or similar order to enforce or protect intellectual property rights or trade secrets, and/or to enforce the provisions of Section 5 above (entitled "Payment").

19.6 The parties are independent contractors under this Agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.

19.7 All rights and obligations contained in these Terms and Conditions of Sale, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/agreement will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.

19.8 Trade Compliance Clause

Any quotation is legally binding upon us only after you have received a written acceptance from us of any order from you based on that quotation and we can at any point in time withdraw our quotation.

By placing the order you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions.

You will immediately notify us in writing of any breach of this statement.

We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

The customer shall indemnify us for any direct or indirect damages arising in consequence of any breach of this statement.

[Revised February 01, 2023]

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Phone: (516) 676-2000
Fax: (516) 676-0108
www.glencoveny.gov

CITY OF GLEN COVE
City Hall, 9 Glen Street, Glen Cove, NY 11542

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions, and provisions:

1. IDENTITY OF AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Youth Services and Recreation

Address: 128B Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-671-4600

2. IDENTITY OF
INDEPENDENT
CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Daniel Gutierrez – RADD, LLC

Type Entity: ☐ Sole Proprietorship ☒ Partnership ☐ Corporation

Address: 74 Cedar Swamp Road

City/State/Zip: Glen Cove, NY 11542

Business Telephone: 516-855-7348 (B) 516-204-2623 (C)

3. WORK TO BE
PERFORMED

AGENCY desires that IC perform and IC agrees to perform the following work:

Fitness class for children-Speed, Agility, Conditioning,
Strength, Balance
One hour session/Twice per week

4.

5. TERMS OF PAYMENT

AGENCY shall pay IC according to the following terms and conditions:

IC shall be paid:

\$40.00 per hour, to be billed monthly

6. REIMBURSEMENT OF
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

7. EQUIPMENT, TOOLS,
MATERIALS, OR SUPPLIES

AGENCY will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Youth Bureau prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

8. FEDERAL, STATE, AND
LOCAL PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. FRINGE BENEFITS &
WORKER'S COMPENSATION

Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in any employer pension, health, or another fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

10. WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

- 11.
12. CONFIDENTIALITY
- IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation, and other items that were used, created, or controlled by IC during the term of this Agreement.
13. TERM OF AGREEMENT
- This agreement shall become effective on January 2, 2024
And shall terminate on August 31, 2024.
14. TERMINATION
WITHOUT CAUSE
- Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.
15. TERMINATION WITH
CAUSE
- With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:
- a. Material violation of this agreement
 - b. Any act exposing the other party to liability to others for personal injury
16. NO AUTHORITY TO BIND
CLIENT
- IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.
17. ENTIRE AGREEMENT
- This is the entire agreement of the parties and cannot be changed or modified orally.
18. SEVERABILITY
- If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

19. AMENDMENTS

This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

20. INDEMNIFICATION

To the fullest extent permitted by law, the Independent Contractor shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, Independent Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Independent Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Independent Contractor are responsible for the claim does not relieve Independent Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Independent Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. For Independent Contractor to be relieved of the duty to defend, there must be no possible factual or legal basis on which Independent Contractor duty to indemnify under any provision of this indemnity agreement could be held to attach.

21. INSURANCE

IC shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State

of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City for any claims for damages to property and for personal injuries, including death, which may arise from the services provided by IC or anyone directly or indirectly employed by IC. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

***AGENCY:**

Agency Name

Signature


Mayor
Title

Date

***INDEPENDENT CONTRACTOR:**

Daniel Gutierrez, RADD, LLC

Firm/Individual Name


Signature

Owner
Title

12/6/23
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Nexo Insurance Services, Inc. 111 N. Sepulveda Blvd. Suite 325 Manhattan Beach, CA 90266	CONTACT NAME: Christine Galligan PHONE (A/C, No, Ext): (310) 937-2007 FAX (A/C, No): (310) 937-1127 E-MAIL ADDRESS: staff@crossfitlrg.com
INSURED RADD, LLC RADD CrossFit NSLI 72 Cedar Swamp Rd. Units C & D Glen Cove, NY 11542	INSURER(S) AFFORDING COVERAGE INSURER A: CrossFit Risk Retention Group, Inc. NAIC #: 13720 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability-Insurance GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	X		AF349703	10/09/2023	10/09/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Professional Liability \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AF349703	10/09/2023	10/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Premises address: [72 Cedar Swamp Rd., Units C & D, Glen Cove, NY 11542]. Certificate holder is named as additional insured where required by written contract with respects to general liability arising out of operations of the named insured. Sexual Abuse and Molestation Limit \$100,000.

CERTIFICATE HOLDER

CANCELLATION

City of Glen Cove

9 Glen Street
Glen Cove, NY 11542

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

AUTHORIZED REPRESENTATIVE

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

BUD

6K

DEPARTMENT: GOLF

023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7180-54321	VEHICLE GAS/DIESEL/FUEL	\$4,000	
A7180-55429	GOLF CART REPAIR/MAINTENANCE	\$6,000	
A7180-55420	REPAIRS & MAINTENANCE		\$6,000
A7180-54346	HORTICULTURAL SUPPLIES		\$4,000

Reason for Transfer:

TO TRANSFER FUNDS FROM UNEXPENDED FUND LINES
TO COVER CERTAIN BUDGET FUND LINE SHORTFALLS

Department Head Signature: 

Date:

DECEMBER 1, 2023

City Controller Approval: 

Date:

DECEMBER 1, 2023

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: CONTINGENCY

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3120-55409	COLLECTION FEES	\$15,000	
A7160-55420	REPAIRS & MAINTENANCE	\$9,000	
A5110-55438	CONTRACTUAL SERVICES	\$4,000	
A5110-54381	STREET LIGHTING CONTRACTORS	\$5,000	
A1640-54320	UTILITIES-GAS/ELECTRIC/OIL	\$2,000	
A1990-55940	CONTINGENCY		\$35,000

Reason for Transfer:

TO FUND VARIOUS SHORTFALLS FROM CONTINGENCY

Department Head Signature: _____

Date: DECEMBER 1, 2023

City Controller Approval: _____

Date: DECEMBER 1, 2023

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

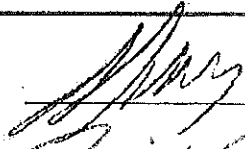
DEPARTMENT: WATER

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
H8300-52260-1831	DP AST	4430.23	
H8300-52260-1835	DP well 30 contingency		4430.23

Reason for Transfer:

to cover shortfall in DP AST and close out the project

Department Head Signature: 

Date: 11/15/23

City Controller Approval: 

Date: 11/27/23

City Council Approval – Resolution Number: _____

Date: _____