

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

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**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential impacts that may be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing information that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

<b>1. Impact on Land</b> Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>				<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>		

<b>2. Impact on Geological Features</b> The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>3. Impacts on Surface Water</b> The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>4. Impact on groundwater</b> The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>5. Impact on Flooding</b> The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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## 6. Impacts on Air

The proposed action may include a state regulated air emission source.  
(See Part 1. D.2.f., D.2.h, D.2.g)

☒ NO

☐ YES

*If "Yes", answer questions a - f. If "No", move on to Section 7.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

## 7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.)

☒ NO

☐ YES

*If "Yes", answer questions a - j. If "No", move on to Section 8.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>



e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>8. Impact on Agricultural Resources</b> The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>9. Impact on Aesthetic Resources</b> The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>10. Impact on Historic and Archeological Resources</b> The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>		<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>11. Impact on Open Space and Recreation</b> The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>12. Impact on Critical Environmental Areas</b> The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**13. Impact on Transportation**

The proposed action may result in a change to existing transportation systems.

☐ NO☒ YES

(See Part 1. D.2.j)

*If "Yes", answer questions a - f. If "No", go to Section 14.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**14. Impact on Energy**

The proposed action may cause an increase in the use of any form of energy.

☒ NO☐ YES

(See Part 1. D.2.k)

*If "Yes", answer questions a - e. If "No", go to Section 15.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**15. Impact on Noise, Odor, and Light**

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☒ NO☐ YES

(See Part 1. D.2.m., n., and o.)

*If "Yes", answer questions a - f. If "No", go to Section 16.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

#### 16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☒ YES

*If "Yes", answer questions a - m. If "No", go to Section 17.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>



<b>17. Consistency with Community Plans</b> The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>18. Consistency with Community Character</b> The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

Project :

Date :

**Full Environmental Assessment Form**  
**Part 3 - Evaluation of the Magnitude and Importance of Project Impacts**  
**and**  
**Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Description of Proposed Action:**

The City of Glen Cove is proposing the adoption of a Comprehensive Plan Update. The plan seeks to streamline pathways for economic growth and development, while addressing community needs and environmental sustainability. The plan is being updated with the input of a Comprehensive Planning Committee and Core Working Group, stakeholders/experts, and the community, which was engaged throughout the process.

**Reasons Supporting Determination:**

Two moderate to large impacts of this Proposed Action are identified in the Part 2 EAF form:

- Impact on Transportation
- Impact on Groundwater

Given the potential future development that would be enabled by the Proposed Action, the Glen Cove City Council finds that moderate to large impacts identified above have the potential to result in one or more significant adverse impacts on the environment, and that a Generic Environmental Impact Statement (GEIS) analyzing the 2024 Comprehensive Plan Update and the associated development that could occur over the next 10 years, must be prepared to assess these potential impacts. The GEIS must also include possible mitigation measures for the identified impacts, specify specific conditions or criteria under which future actions will be undertaken or approved (including requirements for any subsequent SEQR compliance), and explore alternatives to avoid or reduce identified significant impacts.

Additionally, five small impacts were identified in the Part 2 EAF. These are:

1. Impact on Land
2. Impact on Flooding
3. Impact on Historic and Archaeological Resources
4. Impact on Critical Environmental Areas
5. Impact on Human Health

SEQR does not require small impacts to be evaluated in a generic EIS. Nevertheless, these will be included and reviewed qualitatively in the document.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status: ☒ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the  
Glen Cove City Council as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☒ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: City of Glen Cove Smart Growth Comprehensive Plan with Sustainability Elements

Name of Lead Agency: Glen Cove City Council

Name of Responsible Officer in Lead Agency: Pamela D. Panzenbeck

Title of Responsible Officer: Mayor, City of Glen Cove

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person: Pamela D. Panzenbeck

Address: 9 Glen Street Glen Cove, New York 11542

Telephone Number: (516) 676-2004

E-mail: mayor@glencoveny.gov

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

CITY OF GLEN COVE

CITY COUNCIL



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DRAFT SCOPING OUTLINE OF ISSUES TO BE ADDRESSED IN A DRAFT GENERIC ENVIRONMENTAL IMPACT  
STATEMENT (DGEIS) FOR:

CITY OF GLEN COVE SMART GROWTH COMPREHENSIVE PLAN WITH SUSTAINABILITY ELEMENTS

**Location:** City of Glen Cove, Nassau County, New York (see attached location map)

**Classification of Action:** Type 1 Action

**Lead Agency:** Glen Cove City Council  
9 Glen Street  
Glen Cove, New York 11542

**Written Scoping Comments:** 30 day period from 1/24/2024 to 2/26/2024

**Purpose of Scoping:** see NYCRR 617.8 (a): "The primary goals of scoping are to focus the EIS on potentially significant adverse impacts and to eliminate consideration of those impacts that are irrelevant or not significant. Scoping is required for all EISs (except for supplemental EISs), and may be initiated by the lead agency or the project sponsor."

**A. PROJECT DESCRIPTION**

**Description of the Proposed Action**

In accordance with the State Environmental Quality Review Act (SEQR) and its implementing regulations (6 NYCRR Part 617), the Glen Cove City Council (City Council), acting as lead agency, is preparing a Generic Environmental Impact Statement (GEIS) to evaluate the areas of potential impact of the adoption of the Comprehensive Plan Update (herein after referred to as the Proposed Action).

The plan update is being developed with the input of a steering committee (Comprehensive Planning Committee and Core Working Group), local stakeholders/experts, and the community, which was

engaged throughout the process. Overall, the plan update seeks to provide actionable policy and planning strategies for Glen Cove that incorporate climate change mitigation and adaptation that can be implemented in the short-term and long-term. The Comprehensive Plan is currently being drafted following a structure of nine chapters that include objectives and strategies for reach of the following topics/geographic areas:

- **History and Regional Context:** Outlines Glen Cove's history of development and planning, summarizing the City's history and relevant planning documents, such as the 2009 Master Plan for the City of Glen Cove and the 2010 Nassau County Comprehensive Plan.
- **Demographics:** Provides an overview of socio-demographic and housing data trends between 2010 and 2020. Recommendations include preserving established neighborhoods while exploring opportunities to promote affordable housing.
- **Land Use and Zoning:** Explores Glen Cove's existing land use patterns, zoning map, and Zoning Code. The chapter outlines recommendations for targeted areas to study zoning changes and suggests consideration of transit-oriented development overlay zones near select LIRR stations.
- **Transportation:** Surveys existing transportation conditions like commutation patterns, annual average daily traffic, and motor vehicle crash incidents, and discusses opportunities to enhance road safety and improve connections to downtown Glen Cove and citywide.
- **Downtown and Economic Development:** Outlines approaches to support existing businesses in Glen Cove and attract new commercial activity downtown.
- **Natural Resources and Climate Change:** Examines Glen Cove's existing natural resources and climate change risk and recommends sustainability and energy conservation efforts.
- **Infrastructure and Utilities:** Reviews the existing conditions of key infrastructure systems such as drinking water and sewer systems, stormwater management, energy, electricity, natural gas, and solid waste management. Discusses strategies to improve existing infrastructure, such as stormwater management practices and water capacity management strategies.
- **Community Facilities:** Summarizes the municipal facilities, services and institutions that serve the Glen Cove community, including Fire, Police, Parks and Recreation, and the Glen Cove School District, and outlines strategies to best support community facilities.
- **Future Land Use Plan and Implementation:** Discusses a future land use plan and outlines a potential implementation framework for plan recommendations.

#### **GENERIC ENVIRONMENTAL IMPACT STATEMENT (GEIS)**

As stated in the SEQR regulations, 6 NYCRR Section 617.10(a), a Generic EIS may be used to assess the environmental impacts of "an entire program or plan having area wide application..." As such, this Generic EIS will present a broader and more general set of analyses than a site-or project-specific EIS. The Generic EIS will describe the Proposed Action and will include assessments of anticipated impacts if such details are available. In some cases, the analyses will be based on conceptual information due to the comprehensive and prospective nature of the Comprehensive Plan. A GEIS of this nature is prepared when a proposed action represents a comprehensive program having wide application and defining a range of future projects in the affected area.

The steps in preparing the GEIS include:



- Scoping – a process to elicit comments from involved and interested agencies and the public on the content and scope of the GEIS;
- Draft GEIS (DGEIS) – a document published by the City Council for public and agency review and comment;
- Public review – of at least 30 days, during which any individual, group, or agency may comment on the DGEIS;
- Final GEIS (FGEIS) – a document that responds to relevant comments made during public review of the DGEIS; and
- Findings Statement – a document prepared after the Final GEIS has been filed, that considers the relevant environmental impacts presented in the GEIS, weighs and balances them with social, economic and other essential considerations, provides a rationale for the City Council’s decision and certifies that the SEQR requirements have been met.

This Scoping Document is intended to inform involved and interested agencies and the public of the range of topics the lead agency intends to address in the DGEIS.

## **B. INVOLVED AND INTERESTED AGENCIES**

Under SEQR, the lead agency is responsible for coordinating the SEQR review process, as well as discretionary decision making regarding the Proposed Action. For the DGEIS, the Glen Cove City Council is the lead agency. As lead agency, the City Council is responsible for preparing a determination of significance, determining the scope and adequacy of the DGEIS, coordinating the preparation of the final GEIS, and preparing SEQR findings. The lead agency has the authority to fund, approve, or directly undertake some aspect of the Proposed Action.

### **INVOLVED AGENCIES**

Involved agency means an agency that has jurisdiction by law to fund, approve or directly undertake an action. If an agency will ultimately make a discretionary decision to fund, approve or undertake an action, then it is an “involved agency” notwithstanding that it has not received an application for funding or approval at the time the SEQR process is commenced. For this DGEIS, the following are considered involved agencies:

- City of Glen Cove Planning Board, Andrew Kaufman, Chair
- Nassau County Planning Department, William Nimmo, Deputy Commissioner
- New York State Department of State, Secretary of State Robert Rodriguez
- New York State Department of Environmental Conservation, Commissioner Basil Seggos

## **C. REQUIRED APPROVALS AND REVIEWS**

The DGEIS will identify and discuss all required approvals and reviews needed to adopt and implement the Proposed Action. The Proposed Action will require the following approval and review:

#### *GLEN COVE CITY COUNCIL ADOPTION*

Approval of the Comprehensive Plan Update.

#### **D. POTENTIALLY SIGNIFICANT IMPACTS TO BE ADDRESSED IN THE DGEIS**

The City Council adopted a Positive Declaration on January 23, 2024 based on an Environmental Form (EAF) Parts 1, 2, and 3. The EAF Parts 2 and 3 identified that the Proposed Action may result in large to moderate impacts in the following categories:

- Transportation
  - Implementation of the proposed action may change both the present pattern and amount of traffic.
- Groundwater
  - The Comprehensive Plan supports continued growth of Glen Cove, presenting a potential impact on groundwater volume.

Both impacts referenced above will be addressed with qualitative and quantitative data as available.

The EAF Part 2 and 3 identified the following categories as having small impacts. They include the following:

- Land
- Historic and Archeological Resources
- Critical Environmental Areas
- Human Health
- Flooding

These smaller impacts will be described qualitatively.

#### **E. SCOPE OF THE DRAFT GENERIC ENVIRONMENTAL IMPACT STATEMENT (DGEIS)**

The general framework of analysis is to: 1) study and describe the existing conditions in the area; 2) project these conditions to a future analysis year without the Proposed Action (known as the "No-Action" condition or "Build-out under 2009 Master Plan"); 3) assess potential environmental impacts of the Proposed Action on the "No-Action" and "With-Action" conditions (known as "Potential Impacts"); 4) present and evaluate potential mitigation measures to mitigate any significant adverse environmental impacts; and 5) assess potential environmental impacts of the proposed alternative (see section 5.0).

The DGEIS will contain the elements required in SEQR 617.9(b) and the following information:

#### **COVER SHEET**

The Cover Sheet will identify:

- (1) The report as a Draft GEIS
- (2) The Proposed Action and its location
- (3) The name, address and telephone number of the Lead Agency and contact person
- (4) The name, address and telephone number of the preparer of the DGEIS
- (5) The date of DGEIS submission and acceptance
- (6) Public hearing date and DGEIS comment period

- (7) Website where DGEIS and FGEIS will be posted, as required under state law

Following the cover sheet, a list (name, address and telephone numbers) of all sub-consultants involved in the project and a list of all interested and involved parties will be provided.

TABLE OF CONTENTS, indicating the chapters of the DGEIS and page numbers, as well as lists of exhibits, tables and appendices (if any).

## **1.0 EXECUTIVE SUMMARY**

- Brief description of the Proposed Action;
- Brief description of the City ("Study Area"), and a discussion of how conditions affect and relate to the Proposed Action;
- Brief summary of the potential alternatives to the Proposed Action;
- Discussion of the potential adverse impacts of the Proposed Action;
- Brief summary of the identified mitigation measures and strategies to be performed as part of the Proposed Action in order to limit adverse environmental impact;
- List of all involved agencies;
- List of the permits, approvals and reviews required to implement the Proposed Action; and
- Discussion of any community participation and public outreach that was conducted during the SEQRA process.

## **2.0 PROPOSED ACTION**

- 2.1 Project Location and Environmental Setting
- 2.2 Project History
- 2.3 Public Needs and Benefits
- 2.4 Public Involvement
- 2.5 Description of the Proposed Action
- 2.6 Involved Agencies
- 2.7 Required Reviews and Approvals

## **3.0 ENVIRONMENTAL SETTING, POTENTIAL IMPACTS, AND MITIGATION**

The analysis of potential impacts will include findings from analyses included in the Comprehensive Plan Update. These analyses will be conducted on a qualitative basis unless quantitative data is readily available.

### **3.1 Land Use and Zoning**

#### ***3.1.1 Existing Conditions***

Land use and Zoning

Provide a description of the existing land use conditions identified in the Comprehensive Plan. Describe the demographic characteristics of the community identified in the Comprehensive Plan. Utilize maps, tables, and air and ground photos as appropriate.

### *3.1.2 Potential Impacts*

#### Land use and Zoning

**Describe potential changes in uses, scale and density discussed in the Comprehensive Plan. Utilize figures, tables, etc. as appropriate.**

### *3.1.3 Mitigation Measures*

**To be determined, if necessary.**

## **3.2 Transportation**

### *3.2.1 Existing Conditions*

**Provide a description of the existing road network in the City, sensitive intersections, and parking conditions. Provide summary of crash data obtained from NYSDOT. Identify and describe public transit options, including LIRR ridership. Describe and evaluate pedestrian, multi-modal, and bicycling conditions.**

### *3.2.2 Potential Impacts*

**Describe proposed changes in traffic circulation and discuss the potential impacts of Comprehensive Plan recommendations on transportation resources and traffic. Discussion of potential changes in demand for public transportation services because of the Proposed Action.**

### *3.2.3 Mitigation Measures*

**To be determined, if necessary.**

## **3.3 Groundwater**

### *3.3.1. Existing Conditions*

**Provide a description of the existing groundwater conditions in Glen Cove.**

### *3.3.2 Potential Impacts*

**Identify potential impacts on groundwater usage and capacity because of potential future growth in Glen Cove.**

### *3.3.3. Mitigation Measures*

**To be determined, if necessary.**

## **3.5 Historic and Archaeological Resources**

### *3.5.1. Existing Conditions*

**Describe existing historic and archeological conditions in Glen Cove. Utilize maps and photos as appropriate.**

### *3.5.2 Potential Impacts*

**Describe potential impact of the Proposed Action on historic and archeological resources.**

### *3.5.3. Mitigation Measures*

**To be determined, if necessary.**

### 3.6 Critical Environmental Areas

#### 3.6.1. *Existing Conditions*

Describe existing critical environmental areas in Glen Cove. Utilize maps, tables, and photos as appropriate.

#### 3.6.2 *Potential Impacts*

Describe potential impact of the Proposed Action on Critical Environmental Areas.

#### 3.6.3. *Mitigation Measures*

To be determined, if necessary.

### 3.7 Human Health

#### 3.7.1. *Existing Conditions*

Describe existing public health conditions in Glen Cove. Provide quantitative data as available.

#### 3.7.2 *Potential Impacts*

Describe potential impact of the Proposed Action on human health conditions.

#### 3.7.3. *Mitigation Measures*

To be determined, if necessary.

### 3.8 Flooding

#### 3.8.1. *Existing Conditions*

Identify areas included in the 100-year floodplain. Describe sea level rise projections using NYS DEC data for 2050. Utilize maps and tables as appropriate.

#### 3.8.2 *Potential Impacts*

Discuss potential impact of the Proposed Action on drainage patterns. Identify low-lying areas where projected sea level rise and floodplain expansion is more likely to cause impacts.

#### 3.8.3. *Mitigation Measures*

To be determined, if necessary.

## **4.0 OTHER ENVIRONMENTAL IMPACTS**

### 4.1 *Unavoidable Adverse Environmental Impacts*

### 4.2 *Irreversible and Irretrievable Commitment of Resources*

### 4.3 *Growth-Inducing, Cumulative and Secondary Impacts*

### 4.4 *Effects on the Use and Conservation of Energy*

## **5.0 ANALYSIS OF ALTERNATIVES**

### 5.1 *No-Action Alternative: Comprehensive Plan is not adopted, and the existing Master Plan stays in place.*

Evaluate the scenario where the status of existing land use and zoning remains unchanged.

## **6.0 SUBSEQUENT SEQR ACTIONS**

Describe future actions necessary for site-specific development should a parcel apply for development. For example, any new development proposed will need to comply with SEQR, including but not limited



to, the preparation of an Environmental Assessment Form (EAF) for site-specific review. Any future proposed zoning changes will need to comply with SEQR, including but not limited to completing an Environmental Assessment Form to examine site-specific issues for that area.

#### **F. ISSUES NOT INCLUDED IN THE SCOPE**

- Geological Features
- Surface Water
- Air Quality
- Plants and Animals
- Agricultural Resources
- Aesthetic Resources
- Open Space and Recreation
- Energy
- Noise, Odor, Light
- Consistency with Community Plans
- Consistency with Community Character

All the issues referenced above were not indicated in the EAF Part 2 as issues needing to be addressed.

#### **GEIS APPENDICES**

- a) EAF Part 1, 2, and 3 and Positive declaration
- b) Scoping Document



6B

December 21, 2023

Michael M. Yeosock, P.E.  
Director of Public Works  
City of Glen Cove  
9 Glen Street  
Glen Cove, N.Y. 11542-2798

Re: 2024 GIS Services

Dear Mr. Yeosock,

In 2022, LiRo GIS (LiRo) helped the City of Glen Cove successfully organize its GIS data and migrate the data to a cloud based GIS (Esri's ArcGIS Online). The work focused on the City's infrastructure layers (stormwater, pavement, potable water, and streetlighting). The work allowed City personnel to not only view data using a web browser but also allowed remote access via mobile devices to collect data on structures. In 2024, we are proposing to build upon the previous success and improve the infrastructure layers while adding new datasets to the cloud based GIS.

LiRo is pleased to present this proposal for the following:

1. **Water** - Continue to improve the GIS based potable water system by piloting the locations of water meters/curb boxes.
2. **Stormwater** - Continue to improve the stormwater system by adding updates as they are received based upon construction and repair activities and to continue to support MS4 stormwater reporting requirements.
3. **Pavement Management** – Update the City's pavement condition database to reflect the 2024 road program
4. **Streetlighting** – Update locations where LED fixtures have been installed and pilot the creation of the underground circuitry that feeds the streetlights.
5. **Digital Zoning** – Create a new layer that adds City zoning to the GIS

#### **A. Scope of Work**

##### **1. Water System Meter/Curb Box Pilot**

In 2021/2022 City's GIS based water system that was developed over two decades ago was migrated to the cloud and the data was improved, using sources such as Google Street View.

The City has requested that the water network be enhanced to add the locations of water meter/curb boxes. These are typically on the resident's property and are not readily visible by aerial photography. It is estimated that there are approximately 10,000 water meter/curb boxes in the City. Knowing their location would be important for a variety of reasons, including shutting off water in the event of an emergency.

There is no standard location of the water meter/curb box on properties located in the City. And in some cases, the connection to the water mains is not standard. For this reason, we are proposing a pilot to develop a comprehensive work plan to locate the boxes and add them to the City's GIS. LiRo proposes the following:





- a. In conjunction with the water department, traverse three (3) miles or roadway in the City to locate and collect the locations of the water meter/curb boxes. The selected roadways should be diverse, i.e. both dense residential and open space residential. The (X,Y) locations of the water meter/curb boxes will be collected using highly accurate hand held GPS.
- b. Add the water meter/curb boxes to the City's GIS database, connecting the curb boxes to the water mains.
- c. Meet with the City to review and adjust the data (i.e. connection to the water mains) as required.
- d. Load the data into the City's ArcGIS Online instance.
- e. Develop a long term plan for the collection of the water meters/curb boxes City-wide.

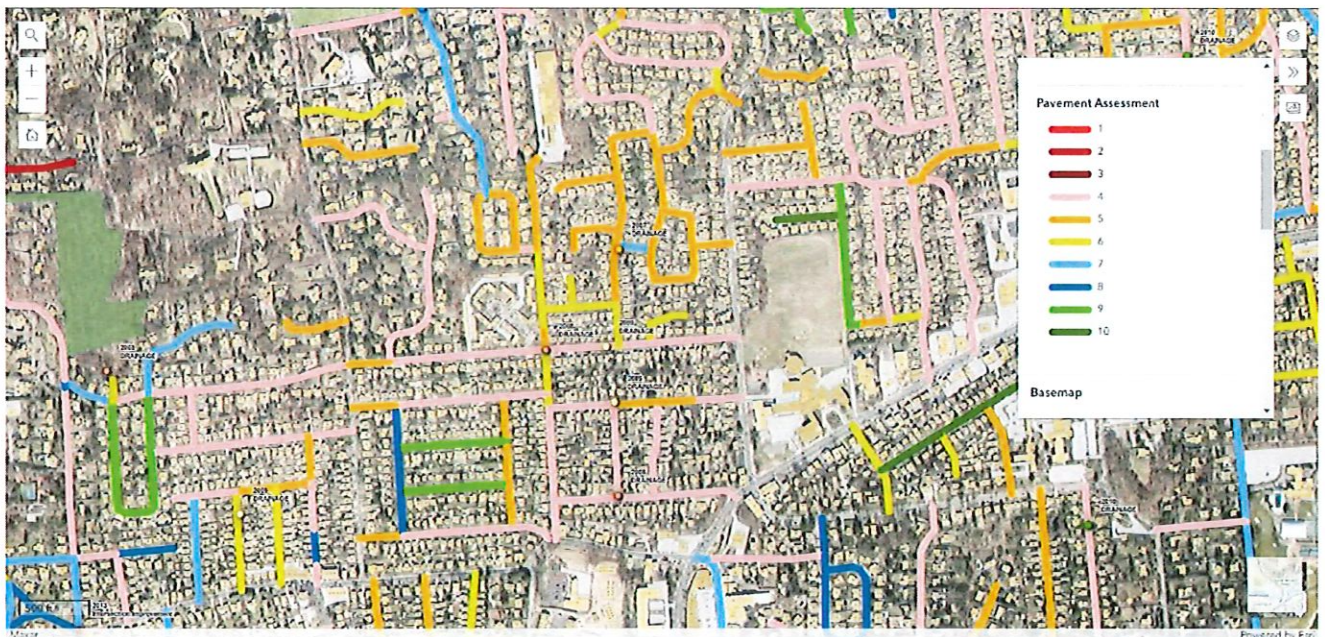
## 2. Continued Support for Stormwater Reporting

In 2021-2022, City staff used mobile GIS and cloud computing to perform an outfall reconnaissance inventory. The work was very successful.

LiRo proposes to continue to support this effort, with up to 40 hours of support to items such as making changes to the stormwater network, assisting in field data collection, and training staff as required.

## 3. Pavement Management

Since 2005, LiRo has collected and stored the City's pavement ratings in a GIS database. This database is currently hosted and available in the City's cloud based GIS. In 2024, LiRo proposes to add the 2024 ratings which will be prepared by LiRo Engineers. Below is an image of the 2021 ratings, colored by pavement ratings.





#### **4. Street Lighting – Underground Connectivity Pilot**

In 2016, LiRo performed a comprehensive field verification of streetlights. The GPS derived location of each streetlight, corresponding attributes (e.g. pole number, fixture wattage, bulb type) and photographs were collected for 1943 lights. In 2021, these locations were added to the City's cloud based GIS.

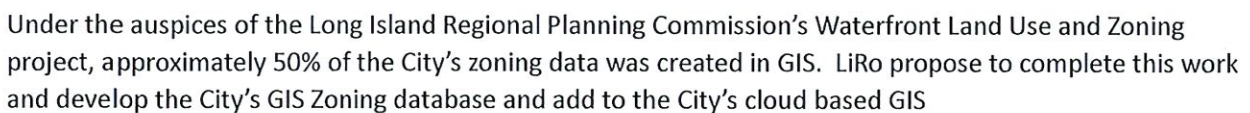
The City has expressed an interest in mapping the underground circuitry of the City's the street lights. Like the water meter/curb box effort, LiRo proposes a pilot to better quantify the work effort and the source material. LiRo proposes the following:

- a. Acquire the record plans for three (3) miles or roadway in the City from Anker Electric (or designated source) that identifies the underground circuitry and street light connections. The selected roadways should be diverse; i.e. both dense residential and open space residential.
- b. Scan and georeference (i.e. overlay on the City's GIS data) the records plans. Digitize the underground circuitry and add attributes on the record plans to the City's GIS.
- c. Meet with the City to review and adjust the data as required.
- d. Load the data into the City's ArcGIS Online instance.
- e. Develop a long term plan for the collection of the underground circuitry City-wide.



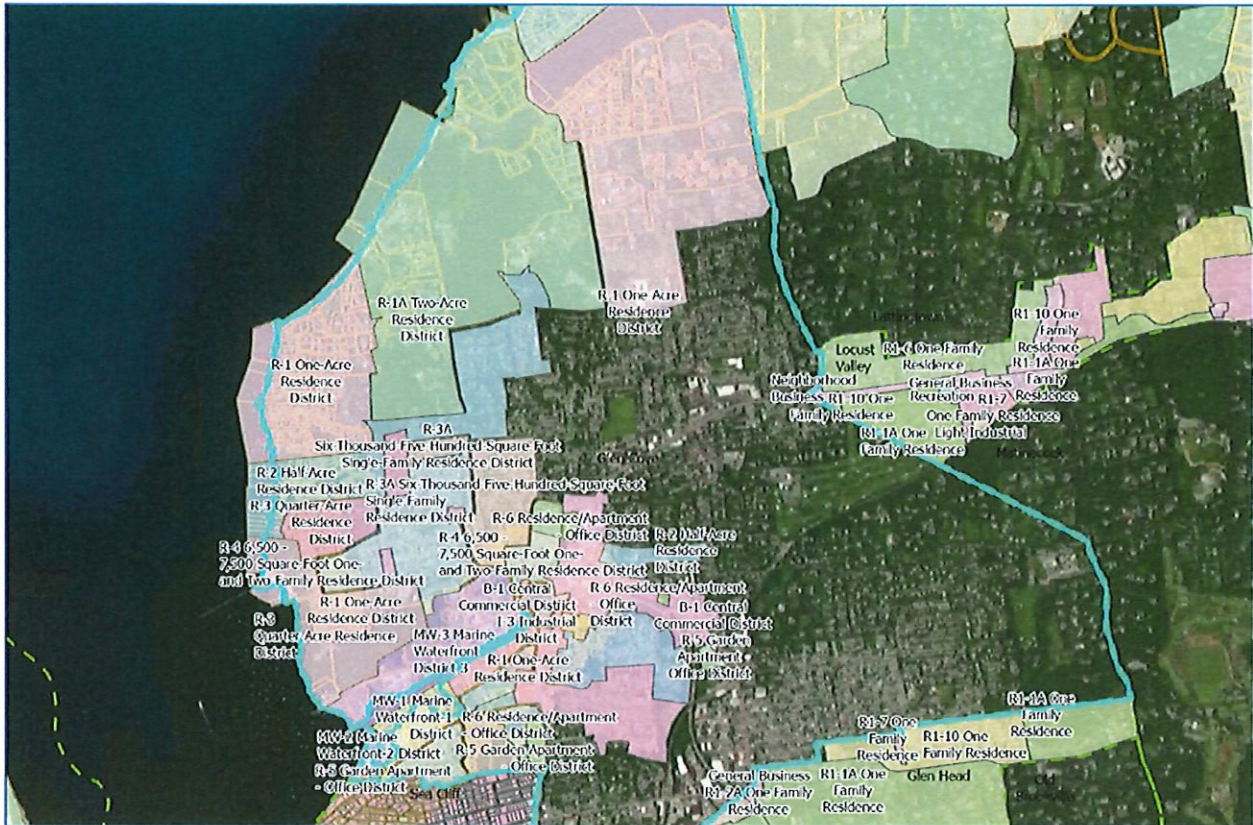


The City has an existing Zoning Map on its website ([https://glencoveny.gov/wp-content/uploads/2020/12/Zoning\\_Map\\_36x36\\_Revised-with-color.pdf](https://glencoveny.gov/wp-content/uploads/2020/12/Zoning_Map_36x36_Revised-with-color.pdf)). LiRo contacted the vendor (Turner Miller Group) but was unable to acquire the zoning data in GIS format.



Under the auspices of the Long Island Regional Planning Commission's Waterfront Land Use and Zoning project, approximately 50% of the City's zoning data was created in GIS. LiRo propose to complete this work and develop the City's GIS Zoning database and add to the City's cloud based GIS





## 6. Land Records Viewer

LiRo believes that the City would benefit from the deployment of a Land Records Viewer, like what many municipalities, including Nassau and Suffolk County and local governments that perform their own assessments make use of. This would be an interactive, web-based application, hosted on the City's cloud based GIS, that links the City's tax roll data with the County's tax parcels. Users could perform queries and searches using a variety of information and create abutters notices and mail labels very quickly.

More discussion is required with the City to gauge their interest and the sources of the tax roll data. The 2024 GIS proposal does not include the scope of work for the City's Land Records Viewer.

## 7. Host the City' GIS

LiRo will continue to host the City's GIS data using Esri's cloud product, which is called ArcGIS Online. LiRo recommends that the City continue to possess one (1) ArcGIS Online Creator License (\$500), one (1) ArcGIS Online Field Worker license (\$350) and one (1) ArcGIS Online Viewer license (\$100). We also recommend that the City purchase an additional 2000 ArcGIS Online credits at a cost of \$200 (these will be used for data storage and applications). These credits are valid for 24 months. These costs are included in LiRo's annual maintenance fee.



Michael M. Yeosock, P.E.

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**B. Fee**

The fee for the proposed scope of work is \$49,772, as detailed below:

Water System Meter/Curb Box Pilot	\$ <u>\$16,126</u>
Continued Support for Stormwater Reporting	\$ <u>5,375</u>
2024 Pavement Condition Update	\$ <u>5,960</u>
Street Lighting – Underground Connectivity Pilot	\$ <u>14,505</u>
Digital Zoning Data	\$ <u>6,656</u>
Host the City's GIS	\$ <u>1,150</u>

Additional Work will be done using T&M Task Orders based upon LiRo's Professional Services Agreement.

If you require any additional information or have any questions about the enclosed materials, please feel free to contact me at [annittor@liro.com](mailto:annittor@liro.com) or (516) 746-2350.

Sincerely,

Richard Annitto  
Vice President





6C

November 20, 2023

Mr. Michael Yeosock, P.E.  
Director of Public Works  
City of Glen Cove  
City Hall – 9 Glen Street  
Glen Cove, New York 11542

**RE: Interim Site Management Plan Implementation (2024.01.01–2024.12.31)  
Ferry Terminal & Herb Hill Road/Garvies Point Road/Dickson Street (Public Roadways)  
PWGC LP# 23LP641**

Dear Mr. Yeosock:

P.W. Grosser Consulting, Inc. (PWGC) is pleased to provide you with this proposal to provide professional environmental and engineering services for the above referenced sites. This proposal is for implementation of the Interim Site Management Plan (SMP) for the Ferry Terminal which is a part of the overall Captain's Cove Condominium Site and the SMP for the Public Roadways.

The site has been remediated pursuant to the New York State Department Environmental Conservation (NYSDEC) and United States Environmental Protection Agency (USEPA) Excavation Work Plan (EWP) and the site has been developed. The Interim SMP for the Captain's Cove Condominium Site and the SMP for the Public Roadways have been developed to manage the site long term post-construction. The SMPs address the means for implementing the institutional controls (ICs) and engineering controls (ECs) that are required by the environmental easement for the site.

#### **BACKGROUND**

EC/ICs were incorporated into the site remedy to control exposure during use of the site. ECs include a composite cover system and a combination of a vapor barrier system and sub-slab depressurization system (SSDS) beneath the building. ICs include (1) implement, maintain, and monitor ECs, (2) prevent future exposure to native soils, and (3) limit the use and development of the site to restricted-residential, commercial, or industrial uses only.

In accordance with the Interim SMP and SMP, implementation, maintenance, and monitoring of the ECs/ICs will include:

- Routine inspections of the ECs by the building staff;
- Operation, maintenance, and monitoring of the SSDS, response to any alarms, and performance of an inspection quarterly for the first year, and then annually thereafter;
  - The site is currently in the annual phase.
- Annual inspection of the site to confirm EC/ICs are in compliance with the Interim SMP and SMP; and
- Preparation and submittal of a Periodic Review Report (PRR) which documents the status of ECs/ICs beginning 12 months after approval of the Interim SMP and SMP and then annually thereafter.





The Scope of Work below is based upon the Interim SMP and SMP and may need to be altered if changes are made. This Scope of Work covers planned activities for the second year which will be from January 2024 to December 2024. Proposals for subsequent years shall be provided under separate cover.

#### **Task 1 – Annual EC/IC Certification Inspection (Ferry Terminal & Roadways)**

Site-Wide inspections will be performed at a minimum of once per year. Additional inspections may be performed if requested by the regulatory agencies, City of Glen Cove, or property owner. Site-wide inspections will also be performed after all severe weather conditions that may affect ECs or monitoring devices.

In accordance with the Interim SMP, PWGC will perform a site-wide inspection at least once per year. The inspection will assess the following:

- Compliance with all ICs, including site usage;
- An evaluation of the condition and continued effectiveness of ECs;
- General site conditions at the time of the inspection;
- The site management activities being conducted; and
- Confirm that site records are up to date.

For the purpose of this proposal, PWGC has made the assumptions that the annual site-wide inspections for the Ferry Terminal and Roadways can be performed on the same day. PWGC has assigned a lump sum fee of \$1,200.00 for the site-wide inspections for the third year.

#### **Task 2 – Periodic Review Reports**

PWGC will prepare annual PRRs (One for the Ferry Terminal and one for the Roadways) to document compliance with the EC/ICs outlined in the Interim SMPs. The PRRs shall be submitted annually to the regulatory agencies starting 12 months following approval of the Interim SMP and SMP. It is assumed the PRRs will cover activities completed between January 2024 and December 2024 and be submitted on January 17, 2025.

PWGC has assigned a lump sum fee of \$5,000.00 for the preparation of the PRRs for the third year.

#### **COSTS**

Costs to perform the above outlined services have been assigned a lump sum fee of \$6,200.00. The fee is based on the assumptions detailed above.

#### **EXCLUSIONS**

Additional services outside the scope of this proposal will be performed in accordance with PWGC's "2023 On-Call Professional Engineer and/or Architectural Services" agreement with the City of Glen Cove. Such services may include, but not be limited to, response to alarms, maintenance of on-site equipment, performance of additional inspections, etc.

Thank you for the opportunity to propose on this project. Please call if you have any questions or would like to discuss the project further. We look forward to hearing from you.







Regards,  
**P.W. GROSSER CONSULTING**

Derek Ersbak, PG  
Vice President





CLIENT	City of Glen Cove
PROJECT SITE	Ferry Terminal Building & Roadways
PWGC LP#	23LP641

*I acknowledge that I am an authorized representative of the company, that I have full responsibility to execute this proposal, and that payment based on current PWGC rates is due upon receipt of each invoice. I assume personal responsibility for payment of P.W. Grosser services.*

Approved by \_\_\_\_\_  
Signature Date

Printed Name, Company \_\_\_\_\_  
Date

*Please indicate where invoices should be sent for processing:*

Name \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone Number \_\_\_\_\_

**Billing Instructions:**

Purchase Order # \_\_\_\_\_

Date invoices must be received by to be included in current billing cycle: \_\_\_\_\_

Invoices will be submitted via email. Do you require a hard copy in the mail? [ ] Yes [ ] No

Please list any additional special instructions for billing:





STATE OF NEW YORK  
UNIFIED COURT SYSTEM  
OFFICE OF THE DISTRICT ADMINISTRATIVE JUDGE  
10<sup>TH</sup> JUDICIAL DISTRICT - NASSAU COUNTY  
100 SUPREME COURT DRIVE  
MINEOLA, NY 11501  
(516) 493-3001  
FAX (516) 493-3390

6D

HON. JOSEPH A. ZAYAS  
Chief Administrative Judge

HON. NORMAN ST. GEORGE  
First Deputy Chief Administrative Judge

HON. VITO M. DeSTEFANO  
Administrative Judge

PAUL LAMANNA, Esq.  
District Executive

NYDIA GONZALEZ  
Deputy District Executive

January 8, 2024

Hon. Pamela D. Panzenbeck  
Mayor, City of Glen Cove  
9-13 Glen Street  
Glen Cove, NY 11542

Re: Agreement between UCS and the City of Glen Cove for Court Cleaning and Minor Repairs  
(Contract No C300490) Annual Renewal Letter and Budget (Appendix B) for SFY 2023-24.  
New Five Year Contract and Budget for State Fiscal Year (SFY) 2023-2028

Dear Mayor Panzenbeck:

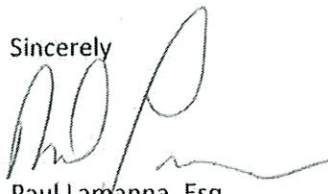
Please be advised that pursuant to Section I of the existing contract between the Unified Court System and the City of Glen Cove, we are hereby establishing a new contract which covers a five-year period from April 1, 2023 through March 31, 2028, with the initial period commencing on April 1, 2023 and terminating on March 31, 2024. During this 2023-24 renewal period, all terms and conditions of the above referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2023-2024 period shall be \$90,563.

Accordingly, the original of this letter should be signed by an authorized representative of the City of Glen Cove, and the corresponding acknowledgment page should be notarized. Two sets of the original letter signed in Blue ink together with the related documents should be returned to this office.

Thank you.

Sincerely



Paul Lamanna, Esq.  
District Executive

**Re: Agreement between UCS and the City of Glen Cove for Court Cleaning and Minor Repairs  
(Contract No C300490) Annual Renewal Letter and Budget (Appendix B) for SFY 2023-24.**

Accepted for: City of Glen Cove

Accepted for: Unified Court System

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Maureen McAlary

Title:

Director, Division of Financial Management

Dated:

Dated:

Attachments



## ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_,

to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the municipality described in and which executed the above instrument; and that

she/he is duly authorized by the governing body of said municipality to sign her/his name thereto.

**NOTARY PUBLIC**

Five Year Projection  
Court Facilities Contract  
City of Glen Cove

<u>Fiscal Year</u>	<u>Annual Contract</u>	<u>\$ increase</u>	<u>% increase</u>
23-24	\$90,563	n/a	
24-25	\$95,091	\$4,528	5%
25-26	\$99,846	\$4,755	5%
26-27	\$104,838	\$4,992	5%
27-28	\$110,080	\$5,242	5%
<b>Five Year Total</b>	<b>\$500,418</b>		

UCS

C300490

AGREEMENT BETWEEN THE  
NEW YORK STATE UNIFIED COURT SYSTEM  
AND  
City of Glen Cove

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

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

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the

Glen Cove City Court ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

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WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. TERM

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2018** for a maximum of five (5) years through **March 31, 2023**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2018** and terminate on **March 31, 2019**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

## II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

### III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

**IV. INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

**V. MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. MAXIMUM COMPENSATION

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. REIMBURSEMENT AND PAYMENT

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.



B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

#### **VIII. AUDITING OF BOOKS**

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

#### **IX. NOTICES**

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Paul Lamanna  
Unified Court System  
Nassau County District Administrative Office  
100 Supreme Court Drive Room 136  
Mineola, NY 11501

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. MISCELLANEOUS PROVISIONS

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

UCS

C300490

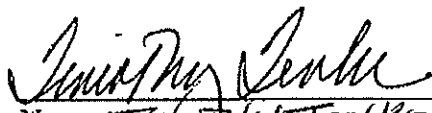
NYS Contract Number C300490

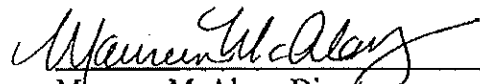
UCS Certification

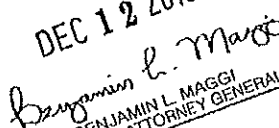
UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

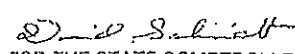
For: Municipality

For: NEW YORK STATE  
UNIFIED COURT SYSTEM

  
Name: TIMOTHY TENKE  
Title: MAYOR  
Dated: 08/07/18

  
Maureen McAlary, Director  
Division of Financial Management  
Dated: 11/30/2018

APPROVED AS TO FORM  
NYS ATTORNEY GENERAL  
DEC 12 2018  
  
BENJAMIN L. MAGGI  
ASSISTANT ATTORNEY GENERAL

APPROVED  
DEPT OF AUDIT & CONTROL  
JAN - 7 2019  
  
FOR THE STATE COMPTROLLER

RECEIVED JAN 14 2019

RECEIVED NOV 30 2018

ACKNOWLEDGMENT

STATE OF *New York*,  
COUNTY OF *Nassau* )SS:

On this *7* day of *August*, 2018, before me personally came *Timothy Tenke*  
to me known, who, being by me duly sworn, did depose and say that she/he resides in  
*Glen Cove*, that she/he is the *Mayor*  
of *City of Glen Cove*, the municipality described in and which executed the above instrument; and  
that she/he is duly authorized by the governing body of said municipality to sign her/his name  
thereto.

*Tina Pemberton*

NOTARY PUBLIC

Tina Pemberton  
Notary Public, State of New York  
No. 01PE6188065  
Qualified in Nassau County  
Commission Expires June 2, 2020

RECEIVED JAN 14 2019



New York State Unified Court System  
Appendix A  
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements,

including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

**(a) IDENTIFICATION NUMBER(S).**

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.  
  
In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

2018 OCT 29 AM 11:19

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**Unified Court System**  
**Court Cleaning and Minor Repairs Proposed Budget Form**  
(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: 2018-2019

Name of County or City: City of Glen Cove

List Court Buildings:		Court Spaces to be Cleaned and Repaired Pursuant to this Budget Court Related		
Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total Building Net Usable Square Feet	Net Usable Sq. Ft.	Aid Eligible Percentage
City of Glen Cove Court 13 Glen St	Owned	30,000	14,400	48%
City of Glen Cove City Hall 9 Glen Street				
Combined		30,000	14,400	48%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:		
Name and Address of Affected Building(s)	Nature of Changes	Target Date

UNIFIED COURT SYSTEM  
Office of Court Administration

OCT 29 2018

DIVISION OF  
FINANCIAL MANAGEMENT

**1 Cleaning Costs:**

**1(a) Service Contracts**

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1						
2						
3						
4						
5						
6						
1(a) Subtotal:						\$0

**1(b) Local Payroll**

No. of Positions	Building	Annual Wages .	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request .	
7	1	night cleaner	\$49,000	\$18,620	\$67,620	30%	\$20,286
8	1	court marshall	\$7,000	\$2,660	\$9,660	100%	\$9,660
9	1	day cleaner	\$50,000	\$19,000	\$69,000	15%	\$10,350
10	1	Maintanance spv	\$99,000	\$37,620	\$136,620	20%	\$27,324
11							
12							
1(b) Subtotal:						\$67,620	

**1(c) Supplies and Equipment**

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13	cleaning supplies	9-13 Glen Street	\$3,100	48%	\$1,488
14					
15					
16					
17					
18					
1(c) Subtotal:					\$1,488

**1(d) - Total Cleaning Costs (1a+1b+1c):** **\$69,108**

**2 Trash Removal and Disposal**

**2(a) Trash Removal**

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19						
20						
21						
22						
23						
2(a) Total:						\$0

**2(b) Trash Disposal**

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24						
25						
26						
27						
28						
2(b) Total:						\$0

**2(c) - Total Trash Removal & Disposal (2a+2b):** 2(c) **\$0**

**3 HVAC Cleaning Costs**

**3(a) Duct Work Cleaning and Filter Changing By Service Contract**

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29						
30						
31						
32						
33						
34						
3(a) Subtotal:						\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
35							
36							
37							
38							
39							
40							
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
41						
42						
43						
44						
45						
46						
					3(c) Subtotal:	\$0

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d) \$0

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4 \$69,108



5 Proposed "Tenant" Work

Use the following codes: a - Flooring and Carpeting  
b - Painting  
c - Interior Ceilings  
d - Bathrooms  
e - Fixtures  
f - Minor Renovation  
g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	b	painting				\$1,000	\$1,000	100%	\$1,000
48									
49	f	Repair of court step				\$3,100	\$3,500	100%	\$3,500
50									
51									
52									
53									
54									
55									
56									
57									
Total (5):									\$4,500

6 TOTAL - 100% REIMBURSIBLE EXPENSES:  
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$73,608**

7 **Building and Property Maintenance:**

7(a) Service Contracts

Use Codes A-G:

a - Pest Control

b - Elevators

c - HVAC

d - Telephone Wiring

e - Security & Alarm Systems

f - Property Maintenance

g - Other (Identify)

	Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
58	b	Thyssenkrupp	contract court elevator	9-13 glen	\$2,470	48%	\$1,185
59	e	telstar security	alarm	9-13 Glen	\$740	48%	\$354
60							
61							
62							
63							
64							
65							
66							
67							
68							
7(a) Subtotal:							\$1,539

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
69							
70							
71							
72							
73							
74							
75							
76							
7(b) Subtotal:							\$0

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77						
78						
79						
80						
81						
7(c) Subtotal:						\$0

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$1,539**

8 Total - Building and Property Maintenance Costs: 8 **\$1,539**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) 9 **\$385**

10 Total Proposed Direct Costs (Item 6 + Item 9): 10 **\$73,993**

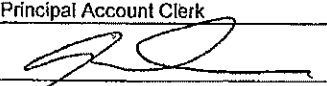
11 Overhead Costs (Item 10 x .05): 11 **\$3,700**

12 Total Proposed Contract Amount (Item 10 + Item 11): 12 **\$77,693**

*Calculation error \$77,693*

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:	Amy Franklin
Title:	Principal Account Clerk
Signature:	
Date:	2/20/2018

County or City:	City of Glen Cove
Address:	9 Glen Street
	Glen Cove, NY 11542
Phone:	516-676-2789

**ENDNOTES:**

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

7	The night cleaner has additional duties outside of the building
9	The day cleaner spends only cleans the court for one to two hours a day
10	The maintenance spv is the courts main point of contact for the city. His responsibility is all of the buildings that the city owns

Five Year Projection  
Court Facilities Contract  
City of Glen Cove  
Contract UCS05-C300490-5000286

<u>Fiscal Year</u>	<u>Annual Contract</u>	<u>\$ Increase</u>	<u>% Increase *</u>
18-19	\$77,693	n/a	
19-20	\$81,578	\$3,885	5%
20-21	\$85,657	\$4,079	5%
21-22	\$89,939	\$4,283	5%
22-23	\$94,436	\$4,497	5%
Five Year -Total	\$429,303		

\* Five percent (5%) annual increase attributable to inflation.

Report ID: NYCA1673

State of New York

Page No: 1

Statewide Financial System

Run Date: 9/14/2018

Procurement Contract Request

Run Time: 10:12 AM

UNIFIED COURT SYSTEM  
Office of Court Administration

SEP 20 2018

DIVISION OF  
FINANCIAL MANAGEMENT

Single Transaction Summary

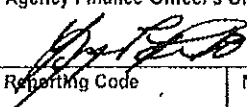
BUSINESS UNIT		DOCUMENT TYPE		AUDIT TYPE	
UCS05		Procurement Contract		TQM	

Business Unit (Name)		Contract No	Sequence #
Courts Original Jurisdiction		C300490	0
Contract ID : 0000000000000000000048455		Version # : 1	

Dept ID	Department Name
5000286	10th Admin District - Nassau

Supplier ID
1000000802

Supplier Name	
GLEN COVE CITY OF	

Transaction Amount	Begin Date (MM/DD/YYYY) to	Expire Date (MM/DD/YYYY)
\$429,303.00	04/01/2018	03/31/2023
Bid Date (MM/DD/YYYY)	Renewal Amendment Beginning Date (MM/DD/YYYY)	
Pre-Encumbrance Amt:	NY State Contract Descr:	
	CH686-Court Facilities Program	
Description		
UCS05-C300490-5000286		
Provisions		
Preparer's Signature		Preparer's Phone No
POLITO, THOMAS		(516) 493-3026
Agency Finance Officer's Signature		Date
		09/14/2018
Reporting Code	Method of Award	Number of Bids
Date Received	Date Approved	Date Rejected
		Auditor's Initials

Intended Encumbrance

Amount

STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER  
Bureau of Contracts, Floor 11-1  
110 State Street  
Albany, New York 12236

APPROVED DOCUMENT TRANSMITTAL

Date 1-7-19

Dept ID 5000286

Contract No. 0300490

Purchase Order No. \_\_\_\_\_

TO: VCSOS

- ☒ Enclosed is an approved contract. Refer to this contract number and Department ID in all correspondence.
- ☐ Enclosed is an approved Amendment No./Change Order No. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.
- ☐ Extension is approved to \_\_\_\_\_ Amount if applicable \$ \_\_\_\_\_.
- ☐ Enclosed is an approved purchase order. Refer to this purchase order number and Department ID in all correspondence.
- ☐ Enclosed is an approved purchase order change notice in the amount of \$ \_\_\_\_\_.
- ☐ \_\_\_\_\_

UNIFIED COURT SYSTEM  
Office of Court Administration

JAN 11 2019

DIVISION OF  
FINANCIAL MANAGEMENT

RECEIVED JAN 14 2019

6E

## City of Glen Cove Statement of Work for GASB 75 Actuarial Services

The purpose of this Statement of Work, dated January 4, 2024, is to describe the scope of services ("Services") the City of Glen Cove ("Client" or "you") is requesting Schwab Actuarial Services to perform, and to set forth the agreed fees, timing and other matters related to the Services.

### **The services we will provide**

The Services we will provide under this Statement of Work consist of actuarial and benefits advisory services related to your offered post-employment benefits other than pensions (OPEB) for the fiscal years 2024 and 2025. Specifically, we shall provide the following actuarial and consulting services related to compliance with GASB 75 accounting and financial reporting for your OPEB plans:

- We shall assist you by providing actuarial valuation and consulting services related to all OPEB plans identified.
- Facilitate the selection of reasonable actuarial assumptions for purposes of GASB 75 compliance.
- Develop annual OPEB costs and Net OPEB Liability for financial reporting purposes according to GASB 75.
- Present results to the relevant audience within your group telephonically.
- Prepare a written actuarial valuation report documenting the results under GASB 75.

Specific steps necessary to satisfy the accounting and financial reporting standards of employers mandated under GASB 75 include:

### **Data review**

Utilizing accurate participant data and claims information is essential for an OPEB actuarial valuation. This task involves analyzing the relevant participant census and claims data for reasonableness and integrity. All data from you is to be complete and accurate. If errors and inconsistencies are identified, you will correct and resubmit for valuation.

In order to complete this task, we will:

- Discuss the data collection procedures with appropriate Client personnel.
- Provide a spreadsheet that you will populate with plan and census information.
- Review plan provisions and research any alternative plans that may exist – if any alternative plans exist, they will be considered out of scope.

For financial reporting purposes under GASB 75, a full actuarial valuation is required at least biennially for OPEB plans. In years one and three a full actuarial valuation is completed to determine the OPEB costs and liabilities, and in years two and four the costs and liabilities are generated by utilizing the prior year demographic information and adjusting for changes in the economic environment. Collecting and analyzing claims and participant census data will occur every other year, unless there are significant changes in the plan or covered population. A new full valuation should be performed if, since the previous valuation, there has been a change in the accounting standard, significant changes in benefit provisions, the size or composition of the population covered by the plan, or other factors that impact long-term assumptions.



### **Determination of Actuarial Assumptions**

The selection of actuarial assumptions will be guided by applicable actuarial standards. This involves an analysis of the actuarial assumptions (both economic and non-economic). The final assumptions are selected by you and we will perform a review and provide information which will enable you to select the appropriate actuarial assumptions as required under the GASB standards.

We will:

- Analyze plan claims experience, to the extent that credible experience data are available, and the underlying cause of any recent premium rate fluctuations if necessary.
- As appropriate, provide a range of reasonable assumptions to be used in calculating the OPEB liabilities.
- Increase your understanding of the assumptions used in the actuarial valuation.
- Discuss the assumptions with you and your members personnel to gain an understanding of the various issues impacting the assumptions.
- Compare those assumptions with the assumptions used by other public organizations.

### **Actuarial Valuation**

This task incorporates the agreed upon actuarial assumptions and various actuarial methods to determine the OPEB costs and liabilities. We will:

- Establish an actuarial model for evaluating benefit liabilities under the substantive plan (the plan as understood by you and plan members).
- Calculate and measure the present value of projected benefits, normal cost, actuarial accrued liability, actuarial value of assets, etc.

### **Preparation of GASB Accounting Information**

This task incorporates the agreed upon actuarial assumptions and various actuarial methods to determine the OPEB costs and liabilities. We will:

- Calculate the applicable Total and Net OPEB Liabilities, the sources of changes, the applicable fiscal year OPEB Expense, etc.
- Prepare exhibits for employer financial reporting (GASB 75).

### **Actuarial Valuation Report and Recommendations**

This task involves preparing an actuarial valuation report containing:

- Executive summary of results.
- Exhibits containing information relevant to satisfying GASB 75 disclosure requirements.
- Allocation of the OPEB Expense and Net OPEB Liability into Bargaining Unit.
- Summary of census data.
- Summary of actuarial assumptions.
- Summary of plan provisions.

In addition, we will include telephonic support with the auditor to discuss the report.

### Engagement Team

Your engagement team for this scope of work will include:

- Brett Schwab, ASA, EA, MAAA, Principal & Lead Actuary, who will oversee and review the actuarial work. His direct telephone number is 312-244-9022.

### Delivering the services

Prior to the commencement of work, we will discuss with you and/or management to establish expected timeframe and deliverables for Services listed above, including management's role and the additional resources allocated to the project.

### Limitations

Our responsibility under this Statement of Work extends only to Services we expressly agree to provide herein. Our responsibility does not include, for example, studies, detailed research, or analysis not specifically set forth in this Statement of Work. If such items arise or you request additional Services, we will provide you with a fee estimate and a new Statement of Work before we invest significant professional time.

### Fees and payment terms

<u>Service</u>	<u>Fixed Fee</u>
Fiscal Year 2024 (full valuation)	\$8,850
Fiscal Year 2025 (interim valuation)	\$3,900

The above fixed fees are based upon the following assumptions:

- Timely and complete information is received from the Client.
- The participant data is provided in a form compatible with Microsoft Excel and in the format requested.
- The scope of the engagement does not expand beyond that described in this proposal.

We will discuss with you circumstances that require us to do additional work which may include, but are not limited to, work to satisfy our obligations under applicable professional standards including additional fact gathering, analysis and preparation of disclosure forms, unforeseen scope changes, and late or incomplete client provided information. If it appears that the stated fee will be exceeded, we will consult with you before continuing with the engagement.

### Agreed and accepted

The undersigned hereby agree to the terms and conditions as set forth above.

### CITY OF GLEN COVE

By: \_\_\_\_\_ Date: \_\_\_\_\_

### SCHWAB ACTUARIAL SERVICES



Brett Schwab, ASA, EA, MAAA  
Principal & Lead Actuary

Date: January 4, 2024

**Service Agreement for Access Control Cloud Subscription**

**BETWEEN:** Telstar Integrated Solutions, Inc (TIS) (the "Service Provider"), a corporation organized and existing under the laws of New York, with its office located at:

10 Shore Road  
Glen Cove, NY 11542

**AND:** City of Glen Cove (GC) (the "Company"), a municipal corporation organized and existing under the laws of New York, with its office located at:

9 – 13 Glen Street  
Glen Cove, NY 11542

1. **TERM:** This service contract will be in effect for a one (1) year period commencing date of signed approval. The annual charge for this service shall be due and payable, in full, upon execution of this agreement. The following locations are included:

- Glen Cove City Hall (9 – 13 Glen Street | Glen Cove, NY 11542) – 6 Doors
- Glen Cove Auxiliary Police Department (Shore Road | Glen Cove, NY 11542) – 3 Door
- Glen Cove Harbor Patrol (Shore Road | Glen Cove, NY 11542) – 3 Doors
- Glen Cove Senior Center (130 Glen Street Unit A | Glen Cove, NY 11542) – 2 Doors
- Glen Cove Youth Center (128B Glen Street | Glen Cove, NY 11542) – 1 Door

2. **SERVICE:** No service will be performed within this contract. This contract is pertaining to an annual subscription only. Telstar to also provide the following:

- Annual subscription to provide streamline access control platform for full configuration and management from any internet-connected device. Account holder can manage users, create groups, open and close doors, set system rules, set SMS and email alerts, etc. through the use of the PDK app
- Annual subscription broken down as \$8.00 per door, per month. Moving forward this rate can be used for future doors

3. **RENEWAL & INCREASE:** After the initial one (1) year period, this contract may be renewed for a similar period. Future annual payment will be subject to adjustment and may be increased.

4. **CUSTOMER AGREES TO:** Pay TIS an annual fee of **\$1,440.00** for complete services provided herein, prior to NYS sales tax.

5. **ACKNOWLEDGEMENT:** The above terms are accepted subject to the conditions above which the signer has carefully read and so acknowledged.

**Accepted By**

City of Glen Cove: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Accepted By**

Telstar Representative: Kurt Cornelis Signature: [Signature] Date: 1/2/2024

**UNITED Rx**  
SOLUTIONS

78 Crossways Drive East • Bohemia NY 11716  
[P] 844-741-9718 X102 [F] 631-573-6494

**DEA REGISTERED - REVERSE DISTRIBUTOR**

Full compliance made simple!

**CONTROLLED SUBSTANCE DESTRUCTION**



**\$375.00**

**FEE INCLUDES**

- ✓ Execution of DEA 222 Form
- ✓ Free Shipping
- ✓ Free Disposal
- ✓ Accurate and transparent reporting
- ✓ Environmentally friendly destruction
- ✓ Controlled Substance destruction reports and binder
- ✓ **Process completed as fast as 7 Business days!**



**II CONTROLLED SUBSTANCE SURRENDER LOG III-V**

United Rx Solutions goal is not only to provide industry solutions, but to also provide peace of mind. United Rx Solutions is fully compliant with all federal, state and local regulations concerning the handling, storage, transportation, and disposal off all products entering our facility.



78 Crossways Drive East • Bohemia • NY 11716  
PH: 844-741-9718 FAX: 631-573-6494  
[www.unitedrxsolutions.com](http://www.unitedrxsolutions.com)

ACCOUNT NO.  
OFFICE USE ONLY

### NEW CLIENT REGISTRATION FORM

\*ACCT NAME City of Glen Cove -- Emergency Medical Services

\*ADDRESS 9 Glen Street

\*CITY Glen Cove STATE New York ZIP 11542

516-676-2311

\*PHONE

ems@glencoveny.gov

\*EMAIL

516-759-7392

\*FAX

FS1722037

DEA #

Pamela Panzenbeck / Mayor

\*NAME/TITLE

\*SIGNATURE

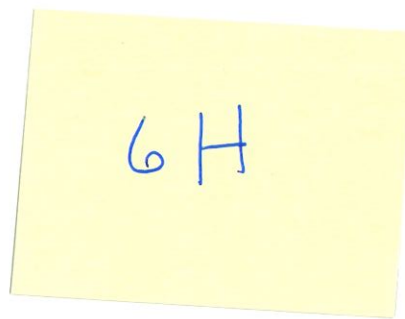
\*DATE

Please complete this form in its entirety and sign.

Email or fax back to United Rx Solutions along with a copy of your DEA license. Upon receipt United Rx Solutions will expedite your account set up and provide further direction for your selected level of service.



Tel-One  
5 Brewster Street  
Unit 2 # 257  
Glen Cove, NY 11542  
516-801-3040



Spiro Tsirkas  
Glen Cove Youth Bureau  
128 Glen St  
Glen Cove 11542

Estimate Number Q101064  
Estimate Date 01/09/2024  
Reference Yearly Service 2024

Description	Rate	Qty	Line Total
Reach UC Softphone- 1 Year Contract 2024 Intercom and Video-Included hardware and software maintenance	\$39.95	12	\$479.40
Quarterly Subscription 1 Year Contract 2024 Includes 3 Data Recording 24x7 for 2 Camera's @ \$9.95 each	\$19.90	12	\$238.80
Subtotal			718.20
Tax			0.00
Estimate Total (USD)			\$718.20

#### Notes

Monthly Service Billed Quarterly For \$ 179.55 For the Year of 2024

#### Terms

All Labor & Materials Are Guaranteed To Be Completed in Accordance to Standard Practices. Any Alterations Or Deviations From The Above Specifications Will Be Completed Only Upon Written Request And May Constitute Additional Charges Above the Quoted Price.

Tel-One is not responsible for any existing cables that do not test to standard Cat5/Cat6 connections. Any existing cables to be replaced will be quoted to client for approval.

50% Due On Acceptance 50% Due on Completion Plus NYS Sales Taxes



# Quadient Proposal for CITY OF GLEN COVE GLEN COVE SENIOR CENTER

**Prepared for:**

Pam Panzenbeck  
davidg@glencoveny.gov  
CITY OF GLEN COVE GLEN COVE SENIOR CENTER

**Prepared by:**

Alvin Cotton  
a.cotton@quadient.com  
800-636-7678 Ext. 62938  
Quadient, Inc.





478 Wheelers Farms Road  
Milford, CT 06461  
203.301.3400

## Overview

Pam Panzenbeck,

This exclusive offer includes the Quadient IN360 postage meter, maintenance, and rate change protection for only \$31.01 per month.

We appreciate your business!

Sincerely,

Alvin Cotton  
a.cotton@quadient.com  
800-636-7678 Ext. 62938

**\*\*\* Please Note:** This meter connects through a high-speed digital connection for postage downloads and rate change and software updates.

Any changes, addition, or modifications to the agreement must be accompanied by the signers initials.

If the address or company name on the form needs to be adjusted, please contact me before you sign and I will send you an updated copy. \*\*\*

### **Statement of Confidentiality**

This proposal and supporting materials contain confidential and proprietary business information of Quadient, Inc. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.





## Lease Extension Agreement

**Product:** Quadient IN360

Billing Information	Lease Extension Payment Information
Company Name: CITY OF GLEN COVE GLEN COVE SENIOR CENTER	Model #: Quadient IN360
DBA:	Meter S/N: 10400639
Address: 130 Glen St GLEN COVE, NY11542	Billing CSN#: 60856214
Contact: Pam Panzenbeck	Existing Lease #: N16123061XX
Email: davidg@glencoveny.gov	Term in Months: 12
Phone: (516) 759-9610	Monthly Payment: \$31.01
Fax:	Date Sent: 1/3/2024
Office #: 2840 - New York	<b>Please Choose New Billing Cycle:</b> Quarterly
	<b>Offer Valid Until:</b> 01/14/2024
	EasyInk: <input type="checkbox"/> (Quadient Postage Funding and LAN required)

## Approval & Terms

This Agreement extends Customer's existing Lease, referenced by the Lease Number above, with Quadient Leasing USA, Inc., formerly known as MailFinance Inc. ("Quadient Leasing"). Except as otherwise provided herein, the terms and conditions of the existing lease shall remain the same and continue in full force and effect. In the event of a conflict between the existing Lease and this Agreement, the provisions of this Agreement shall control.

This Agreement becomes effective upon the expiration of the current term of your existing Lease. Customer agrees that this Agreement is NON-CANCELLABLE for the entire Extension Term set forth above. After the expiration of the Extension Term, this Agreement shall automatically renew on a month-to-month basis (each a "Renewal Period") at the Lease Payment and frequency set forth above. Customer may terminate this Agreement at the end of the Extension Term or at the end of any Renewal Period by notifying Quadient Leasing in writing of its desire to terminate no later than thirty (30) days prior to the desired termination date.

## Customer Acknowledgement:

Customer understands and agrees to comply with the terms and conditions of this Agreement. The undersigned is authorized to sign this Agreement on behalf of the Customer identified above.

Name:

Title:

Date:

Authorized Signature:

Alvin Cotton a.cotton@quadient.com PH: 800-636-7678 Ext. 62938 FAX: 203-301-2853  
Quadient Leasing USA Inc. 478 Wheelers Farms Road, Milford, CT 06461

**FIRE SPRINKLER SIGNATURE PAGE**

02/25/24 To 02/24/25

**\*\*For your convenience, please sign and return only the yellow copy of the signature page along with your payment.**

Customer Name: Glen Cove Senior Center Site Name: Glen Cove Senior Center

AMOUNT DUE: \$725.00 tax exempt organization Site Address: 130 Glen St., Glen Cove, NY 11542  
**Fire Sprinkler System(s):**

Where there is installed (1) 4" Wet Pipe Automatic Sprinkler System(s) at the site address.

**\*\*We require the following information in order to perform testing and maintenance.**

Alarm Company Name: Telstar Security

Telephone Number: 1-516-676-7700 Alarm Company Policy #: \_\_\_\_\_  
Alarm Company ID# for each system (or code name) \_\_\_\_\_

\*ACCEPTANCE BY OWNER:

ACCEPTANCE BY MACCARONE PLUMBING INC.

DATE

DATE

8/14/23 Edmund B. B...

**\*\*\*If there are changes to page one, please complete below with the correct information\*\*\***

Customer Name: \_\_\_\_\_

Customer Street: \_\_\_\_\_

Customer City, State, Zip: \_\_\_\_\_

Customer Phone Number: \_\_\_\_\_ Customer Fax Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Customer owns or occupies site known as:

Site Name: \_\_\_\_\_

Site Street: \_\_\_\_\_

Site City, State, Zip: \_\_\_\_\_

Site Phone Number: \_\_\_\_\_ Site Fax Number: \_\_\_\_\_

Site Contact Name: \_\_\_\_\_ Site Contact Email: \_\_\_\_\_

**\*PAYMENT METHOD:**

I would like to use the payment method selected below (Select One):

\_\_\_\_\_Check or Money Order: \*\*Made payable to Maccarone Plumbing, Inc.\*\*

\_\_\_\_\_Credit/Debit Card: Circle one: Visa MasterCard AMEX

Name as Appears

on Credit Card: \_\_\_\_\_ Account#: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ / \_\_\_\_\_ Security Code/V-Code: \_\_\_\_\_

I authorize Maccarone Plumbing Inc. to charge my account as specified above and my financial institution to debit these payments from the account provided.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_



6J

MAIN OFFICE  
10 SEA CLIFF AVE.  
GLEN COVE, NY 11542  
T: 516-671-3232 (8AM-5:00PM)  
T: 516-674-1553 (AFTER HOURS)  
FAX: 516-671-3239

NEW YORK CITY  
199-02 32ND AVENUE  
FLUSHING, NY 11358  
T: 718-634-3500

[maccaroneplumbing.com](http://maccaroneplumbing.com)

**FIRE SPRINKLER CONTRACT**  
**Inspection, Testing and Maintenance Contract**  
**For Wet and Dry Pipe Automatic Fire Sprinkler Systems**  
**02/25/24to 2/24/25**

This agreement made between Maccarone Plumbing Inc. and

Customer Name: Glen Cove Senior Center

Customer Street: 130 Glen Street

Customer City, State, Zip Glen Cove, NY 11542

Customer Phone Number: 759-9610

Customer Fax Number: 759-5331

Contact Name: Christine Rice

Contact Email: crice@glencoveny.gov

1. Customer owns or occupies site known as:

Site Name: Glen Cove Senior Center

Site Street: 130 Glen Street

Site City, State, Zip: Glen Cove, NY 11542

Site Phone Number: 759-9610

Site Fax Number: 759-5331

Site Contact Name: Christine Rice

Site Contact Email: crice@glencoveny.gov

**\*\*\*If changes need to be made to the above information, please make corrections on the yellow signature page located in the back of this contract on the space provided. \*\*\***

**Fire Sprinkler System(s):**

Where there is installed **(1) 4" Wet Pipe Automatic Sprinkler System(s)** at the referenced address.

2. Maccarone Plumbing Inc. shall inspect said mechanical installation (4) times per year and shall report to the Customer all needed items of maintenance, repairs, and replacements, which in the judgment of Maccarone Plumbing Inc. to be necessary. Maccarone Plumbing Inc. will also post an inspection card on premises for review by the local jurisdiction and your insurance company personnel.
3. This agreement is limited to inspections, testing, and maintenance; **it does not include** alterations, repairs, and/or replacements to the automatic sprinkler equipment, unless otherwise noted on this agreement. Any repairs, alterations and/or replacements shall be made by Maccarone Plumbing Inc. upon Customers order and acceptance by Maccarone Plumbing Inc. (**\*except as noted herein**).
4. Maccarone Plumbing Inc. may enter at all reasonable times any part of said premises for the purpose hereof. All work is to be performed during normal working hours.

MACCARONE PLUMBING WILL PERFORM THE FOLLOWING SCHEDULED MAINTENANCE AT THE INTERVALS STATED BELOW:

**QUARTERLY**

Quarterly service includes a visual inspection of the following:

- a) Fire Department Connections
- b) Control Valves
- c) Alarm Valve
- d) Spare Sprinkler Heads and Emergency Head Wrench
- e) Alarm Devices
- f) Pressure Readings
- g) Dry Pipe Valves
- h) Trim Valves

**ANNUALLY**

Inspections, testing and maintenance of the following:

- a) A Water Flow Test Will Be Performed And The Results Recorded
- b) Test The Water Motor Alarm
- c) Inspect the Fire Department Connection and Related Equipment
- d) Inspection of Signage
- e) Exercise All Sprinkler Control Valves
- f) Conform That The Hydraulic Information Plate is Attached to The Riser If Applicable
- g) Check Priming Water on The Dry Valve If Applicable
- h) Test quick opening device if applicable
- i) Test the Supervisory Switches On The Control Valves
- j) A Visual Inspection of All Sprinkler Heads and Pipe Hangers For Defects

- k) Before Freezing Weather, Inspect the Building to Assure Exterior Wall Openings Will Not Expose Wet Sprinkler Piping To Freezing Temperatures.
- l) Lubricate and operate all Above Ground Sprinkler Control Valves
- m) Exercise Underground Control Valves If Necessary
- n) Clean Strainers as Required
- o) Inspect Interior of The Dry Valve If Applicable
- p) Perform Partial Trip Test of The Dry Pipe Valve System
- q) Drain All Low Point Drain Valves
- r) Drain All Drum Drips
- s) Provide Written Reports of Inspection to The Customer

**PAYMENT:**

The customer agrees to pay the Contract Price in the amount of **\$725.00** per year.

*\*Contract Prices are subject to yearly increases.*

*Customers to be notified thirty (30) days prior to the renewal date of this contract.*

**RATES:**

Repairs and part replacements as well as emergency service calls will be charged to the Customer's account at the following rates:

**MATERIAL** @ 5% off list price

**LABOR:**

Regular Time	\$ 195.00 Per Hour
Overtime	\$ 292.50 Per Hour

*\*Labor rates are subject to yearly increases. Customer to be notified thirty (30) days prior to the renewal date of the contract. Weekly testing and inspection procedures will be the responsibility of the building owner or tenant. Maccarone Plumbing Inc. will instruct building personnel as to these procedures during the first annual maintenance and testing visit.*

**TERMS AND CONDITIONS:**

- a. No changes in the terms hereof shall be binding upon either party unless approved in writing by an executive officer of each.
- b. Customer is required to keep a minimum temperature of 40 degrees Fahrenheit in all areas protected by the sprinkler system.
- c. This agreement takes effect on the date of acceptance by Maccarone Plumbing Inc. as indicated below and continues in effect for (1) one year
- d. Maccarone Plumbing Inc. reserves the right to cancel as inspection contract, without prior notification for:
  - 1.) Customer's non-payment of any invoices payable to Maccarone Plumbing Inc. within the terms of net 10 days
  - 2.) Sprinkler system shut down for more than thirty (30) consecutive days
  - 3.) Unable to access building or areas where sprinkler system is located for more than (2) consecutive months.

- e. This agreement is not transferable to future occupants, owners or agents of said site, and is automatically cancelled when/if the Customer relocates.
- f. Maccarone Plumbing Inc. is responsible for its errors or acts of negligence and shall carry appropriate insurance to cover such liability. The customer agrees to limit Maccarone Plumbing Inc.'s liability to the customer and to all other parties connected with the customer, such that the total aggregate liability of Maccarone Plumbing Inc. to the Customer and others, due to Maccarone Plumbing Fire Sprinkler's negligent acts, errors or omissions, shall not exceed the amount listed on the current Certificate of Insurance.
- g. Customer does hereby indemnify Maccarone Plumbing Inc. in connection with the loss of life, bodily or personal injury or property damage arising directly or from the installation, maintenance, use, repair, alteration, operation and replacement of the automatic fire sprinkler system and associated devices as described in this contract located at 130 Glen Street including associated piping, valves and other components thereof, excepting only however, any suits, actions, damages, claims, liability costs and expenses, including reasonable attorney's fees directly incurred by reason of the gross negligence or willful misconduct of Maccarone Plumbing Inc.
- h. Excludes-Fire Pump Testing.



**GLEN COVE SENIOR CENTER**  
**AGE-FRIENDLY CONSULTANT**  
**AGREEMENT**

6K

**AGREEMENT** made as of this 11 day of January, 2024, by and between Carol Waldman, with offices at 270 Carpenter Avenue, Sea Cliff, NY 11579 (hereinafter referred to as "CW"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

**WHEREAS**, the City desires to engage CW to act as the Age-Friendly Consultant at the Glen Cove Senior Center; and

**WHEREAS**, CW is willing to act as the Age-Friendly Consultant at the Glen Cove Senior Center on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK**: CW will act as the Age-Friendly Consultant which position involves being an educational liaison to academic institutions throughout Nassau County, providing project support and furthering the vision and sustainability of the initiative through training sessions and the coordination of local workshops and conferences, assisting Director in creating partnerships and making connections in the community to educate the public and community leaders and service providers about incorporating age-friendly principles in their work and communities for the Glen Cove Senior Center, throughout the twelve (12) months of 2024, commencing January 1<sup>st</sup>, 2024, and ending December 31<sup>st</sup>, 2024.

2. **COMPENSATION**: For the services to be provided by CW, the City will pay (24) payments of \$1,250 for a total cost of \$30,000. The City shall not be responsible for any costs or expenses CW may incur to provide the services described herein, and CW shall supply

all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** CW understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. CW shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of CW, nor shall CW be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving CW or any employee of CW. CW will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective January 1, 2024, through December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** CW will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. CW agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** CW agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to 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 investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, CW shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to CW 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 CW are responsible for the claim does not relieve CW from its separate and distinct obligation to defend under this Agreement. 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 CW asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

CW 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 from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by CW or anyone directly or indirectly employed by CW. 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) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

7. **COMPLIANCE WITH LAWS**: CW hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement.

Furthermore, CW agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

---

by: Mayor Pamela D. Panzenbeck, Mayor

Carol Waldman

---

by: Carol Waldman

6L

# Proposal of Insurance

## City of Glen Cove

9 Glen Street  
Glen Cove, NY 11542

Arthur J. Gallagher Risk Management Services LLC  
John R. Dina | Senior Vice President, Client Executive  
John\_Dina@ajg.com | (516) 745-0800

**Presented:** January 10, 2024

AJG License Nos. IL 100292093 / CA 0D69293



[ajg.com](http://ajg.com)

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# Gallagher

Insurance | Risk Management | Consulting



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## Executive Summary

Arthur J. Gallagher Risk Management Services LLC appreciates the opportunity to present this proposal for your consideration.

We have marketed your Liability coverage to the following carriers and were unable to find a more competitive offering:

- Chubb: I am still waiting to hear what capacity I would be able to offer however, looking at the quote figures below I would not be competitive. I will close my file.
- Munich: Even if we can meet our \$200k minimum, having to go for another \$5M excess of Munich will, in my opinion, easily exceed \$300k. As much as I'd love to wiggle my way onto the program, I don't see a way to being competitive enough to do so. The HCC limit is a great defensive tool for them while it lasts. I'd love to stay close for if/when HCC reduces limit or is seeking a stiffer rate change in future years.
- Berkley: We can only offer \$5M and we likely won't be able to compete with what HCC is offering for the full \$10M.
- NYMIR: previously advised they would not be competitive.
- Safety National: cannot compete against related company of Tokio Marine.

In the following pages, we will demonstrate what makes our company the best fit for your insurance placement and risk management needs. Thank you again for allowing us to be your partner in this placement.

**John R. Dina**

Wednesday, January 10, 2024

## Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
<b>John R. Dina</b> Area Senior Vice President	Co – Producer	<a href="mailto:John_Dina@ajg.com">John_Dina@ajg.com</a>	(516) 622-2417
<b>Phil Westerman</b> Area Senior Vice President	Co – Producer	<a href="mailto:Phil_Westerman@ajg.com">Phil_Westerman@ajg.com</a>	(516) 622-2530
<b>Noelle Bonanno</b> Client Service Manager	Client Service Manager	<a href="mailto:Noelle_Bonanno@ajg.com">Noelle_Bonanno@ajg.com</a>	(516) 622-2511
<b>Kendra Lambert</b> Client Service Associate	Client Service Associate	<a href="mailto:Kendra_Lambert@ajg.com">Kendra_Lambert@ajg.com</a>	(516) 622-2584

### Service Commitment

#### Account Service

At Gallagher, our goal is to provide you with an exceptional insurance and risk management program delivered by a world class service organization. Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible.

#### Renewals

We use a standard Renewal Timeline and start early to make sure your needs are met and we are able to offer you the most comprehensive and competitively priced insurance program. At each renewal, we will meet with you to establish a renewal game plan, determine how many markets should be approached, discuss pricing in the insurance marketplace, and identify what specific needs must be addressed. We will then approach markets that we feel will offer the best alternatives. These alternatives will be presented at renewal as an option, even if we feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as your type of organization continues to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, our integrity and influence in the marketplace have resulted in excellent relationships with our markets. These factors are especially important to consider as the insurance needs of your organization become more complex and require more sophisticated solutions.

#### Acquisitions

On request, we will perform an insurance due-diligence review on all products and acquisitions.

#### Profit Center Premium Allocations

We will provide premium breakdown by entities and/or location schedule.

#### Automobile Identification Cards

ID cards will be issued upon binding of coverage.

#### Phone Calls

Phone calls will be returned within one working day of receipt.



**Certificates of Insurance**

Certificates of Insurance will be issued within one working day of request.

**Quarterly Account Review**

Quarterly account reviews will include review of claims, exposures, audits, and service.

**Claims**

Claims will be reported to the company within two working days of receipt, and acknowledgment of receipt will be sent to you. We will follow up with the carrier within ten working days after receipt of a claim. Monthly claim reports will be provided if requested.

**Loss Control**

We will coordinate all loss control activities between you and the carrier. We recommend that service be provided on a quarterly basis.

## Program Structure



## Named Insured

Named Insured	Package
City of Glen Cove	X

**Note:** Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

## Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Package	U.S. Specialty Insurance Company (A++ XV)	Recommended Quote	Admitted
Package	Chubb Insurance Company	Declined – will not be competitive with incumbent	Admitted
Package	Munich Re	Declined – will not be competitive with incumbent	Admitted
Package	Berkley	Indication – will only be able to offer \$5M	Admitted
Package	NYMIR	Previously advised they will not be competitive with incumbent	Admitted
Package	Safety National	Declined – unable to compete against related company Tokio Marine	Non-Admitted

\*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\*\*Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

\*\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

## Full Program Details

### Package (Automobile, Employment Practices Liability, General Liability, Law Enforcement Liability, Public Officials Liability, Excess Liability)

Carrier Information	Renewal Quote
Policy Term	1/13/2024 - 1/13/2025
Carrier	U.S. Specialty Insurance Company
Admitted/Non-Admitted	Admitted
Payment Plan	Quarterly
Payment Method	Agency Bill
Premium & Exposures	
Premium	\$257,884.00
- Motor Vehicle Fee	\$1,030.00
TRIA	\$1,019.00
Minimum Type	None
Estimated Cost	\$258,903.00

### Package - Automobile

	Renewal Quote
Standard Coverages (Symbol)	
Liability (1)	\$1,000,000
Medical Payments	\$10,000
Hired and Non Owned Automobile Liability	Covered
Hired Auto Physical Damage	\$35,000
- Comprehensive	Covered
- Collision	Covered
Mandatory Personal Injury Protection (5,7)	Included
Additional Personal Injury Protection	\$100,000
Monthly Work Loss	\$2,000
Additional Death Benefit	\$3,000
Optional Basic Economic Loss (5,7)	\$25,000
Mutual Aid Limit	\$1,000,000
Fellow Employee Coverage	Covered
Deductibles/SIR	
Deductible: Hired Auto Physical Damage Comprehensive	\$100
Deductible: Hired Auto Physical Damage Collision	\$1,000
Deductible: Comprehensive	\$0
Deductible: Collision	\$0
Self-Insured Retention: Occurrence - Applies to 100% Claims Expense Limited Reporting	\$250,000



<b>Endorsements (including but not limited to)</b>
Emergency Vehicle Endorsement - Standard Form
<b>Exclusions (including but not limited to)</b>
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism
Mold, Fungi & Bacterial Exclusion Included
Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion Included

**Covered Autos:**

Symbol	Symbol Name	Description of Covered Auto Designation Symbols
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

**Covered Autos:**

Symbol	Symbol Name	Description of Covered Auto Designation Symbols
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

**Other Significant Terms and Conditions/Restrictions:****Description**

Based on 184 vehicles - Schedule on file with Company (schedule also attached separate from proposal)

**Package - Employment Practices Liability**

	Renewal Quote
<b>Standard Coverages</b>	
Employment Practices Liability - Subject to - per Occurrence	\$1,000,000
Employment Practices Liability - Subject to - Aggregate	\$1,000,000
Non-Monetary Damage - Per Suit	\$25,000
Non-Monetary Damage - Per Policy Limit	\$50,000
Wage & Hour Defense Coverage	\$100,000
<b>Deductibles/SIR</b>	
SIR: Employment Practices Liability - Subject to Occurrence - Applies to 100% Claims Expense Limited Reporting	\$250,000
SIR: Non-Monetary Damage - Subject to - Occurrence	\$250,000
SIR: Wage & Hour Defense Coverage Subject to - Occurrence	\$250,000
SIR: Non-Employment Related Harassment - Medium Hazard Subject to - Occurrence	\$250,000
<b>Form Type</b>	
Form Type	Employment Practices Liability - Claims Made
Retroactive Date	Employment Practices Liability - 01/13/2020
Incident/Claim Reporting Provision	Refer to Policy Form
Run Off Provisions	Refer to Policy Form

**Exclusions (including but not limited to)**

Mold, Fungi & Bacterial Exclusion Included
Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion
Failure of any Dam, Levee or Dike Exclusion

**Description**

All SIR's Include Loss, Loss Adjustment Expense and Supplementary Payments



## Package - General Liability

	Renewal Quote
<b>Standard Coverages</b>	
Per Occurrence	\$1,000,000
Aggregate	\$3,000,000
Sexual Abuse Endorsement	\$1,000,000 / \$1,000,000
Damage to Premises Rented to you	\$1,000,000
Medical Payments	\$10,000
Pesticide or Herbicide - per Occurrence	\$1,000,000
Pesticide or Herbicide - Aggregate	\$1,000,000
Failure of Dam, Reservoir, Levee, Dike Coverage	Included
Employee Benefits Liability :	
- per Occurrence	\$1,000,000
- Aggregate	\$3,000,000
<b>Additional Coverages</b>	
Emergency Response Operations	Included
Sewer Backup Liability	Included
Failure of Dam, Reservoir, Levee, Dike Coverage	Included
<b>Deductibles/SIR</b>	
Self Insured Retention: Occurrence	\$250,000
Self Insured Retention: Occurrence - Damage to Premises Rented to you	\$250,000
Self Insured Retention: Employee Benefits - SIR Applies to 100% Claims Expense Limited Reporting	\$250,000
<b>Form Type</b>	
Form Type	General Liability: Occurrence, Employee Benefits Liability: Claims Made
Retroactive Date	Employee Benefits Liability: 01/13/2020
Incident/Claim Reporting Provision	"Refer to Policy Form"
Run Off Provisions	"Refer to Policy Form"

### Endorsements (including but not limited to)

Sexual Abuse Endorsement

### Exclusions (including but not limited to)

General Liability - Bodily Injury and Property Damage from pollutants - Absolute Exclusion

General Liability - Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations

General Liability - Employment Related Practices Exclusion

General Liability - Liquor Liability Exclusion

General Liability - Aircraft Products Exclusion

General Liability - Professional Liability Exclusion

General Liability - Real Property in Your Care, Custody, and Control Exclusion

General Liability - Absolute Asbestos Exclusion

General Liability - Absolute Lead Exclusion

General Liability - War and Nuclear Hazard

General Liability - Mold / Fungus
EBL - Dishonest, fraudulent, criminal or malicious act or omission
EBL - Bodily Injury or Property Damage or Personal Injury
EBL - Failure of performance of contract
EBL - Failure of any investment to perform as represented by you
EBL - Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
EBL - Wrongful termination of an employee
EBL - Coercion, demotion, reassignment, discipline or harassment of an employee
EBL - Discrimination against an employee
General Liability - Mold, Fungi & Bacterial Exclusion Included
General Liability - Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion Included

**Description**

Liquor Liability - Coverage limited to Host Liquor

**Package - Law Enforcement Liability**

	<i>Renewal Quote</i>
<b>Standard Coverages</b>	
Law Enforcement Liability - Subject to - per Occurrence	\$1,000,000
Law Enforcement Liability - Subject to - Aggregate	\$1,000,000
<b>Deductibles/SIR</b>	
SIR: Law Enforcement Liability - Subject to - Occurrence - Applies to 100% Claims Expense Limited Reporting	\$250,000
<b>Form Type</b>	
Form Type	Law Enforcement Liability - Occurrence

**Exclusions (including but not limited to)**

Mold, Fungi &amp; Bacterial Exclusion Included

Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion

Failure of any Dam, Levee or Dike Exclusion

**Description**

All SIR's Include Loss, Loss Adjustment Expense and Supplementary Payments

**Package - Public Officials Liability**

	<i>Renewal Quote</i>
<b>Standard Coverages</b>	
Public Officials Wrongful Acts Liability - Subject to - per Occurrence	\$1,000,000
Public Officials Wrongful Acts Liability - Subject to - Aggregate	\$1,000,000
Non-Monetary Damage - Per Suit	\$25,000
Non-Monetary Damage - Per Policy Limit	\$50,000
Private Property Use Restriction Sublimit - per Occurrence	\$1,000,000



	<i>Renewal Quote</i>
Private Property Use Restriction Sublimit - Aggregate	\$1,000,000
<b>Deductibles/SIR</b>	
SIR: Public Officials Wrongful Acts Liability - Subject to Occurrence - Applies to 100% Claims Expense Limited Reporting	\$250,000
SIR: Non-Monetary Damage - Subject to Occurrence	\$250,000
SIR: Private Property Use Restriction - Subject to - Occurrence	\$250,000
<b>Defense Limitations</b>	
Public Officials Liability	Defense inside Limit
<b>Form Type</b>	
Form Type	Public Officials Liability - Claims Made
Retroactive Date	Public Officials Liability - 01/13/2020
Incident/Claim Reporting Provision	Refer to Policy From
Run Off Provisions	Refer to Policy From

<b>Exclusions (including but not limited to)</b>
Mold, Fungi & Bacterial Exclusion Included
Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion
Failure of any Dam, Levee or Dike Exclusion

<b>Description</b>
All SIR's Include Loss, Loss Adjustment Expense and Supplementary Payments

## Package - Excess Liability

	<i>Renewal Quote</i>
<b>Standard Coverages</b>	
Per Occurrence	\$10,000,000
Aggregate	\$10,000,000
<b>Additional Coverages</b>	
Pollution with Potable Water and Hostile Fire Dam, Reservoir, Levee, Dike - Aggregate	\$10,000,000
Pollution with Potable Water and Hostile Fire Dam, Reservoir, Levee, Dike - per Occurrence	\$10,000,000
<b>Form Type</b>	
Form Type	Excess Liability: Occurrence

<b>Exclusions (including but not limited to)</b>
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)



Products Recall
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
Excludes Uninsured Motorist and Underinsured Motorist Coverage
Excludes Zoning, Regulation, and Permissive Use of Property
Pollution Exclusion Exception - Pollution with Potable Water and Hostile Fire Dam, Reservoir, Levee, Dike
Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion Included
Mold, Fungi & Bacterial Exclusion Included

**Underlying Policies:**

COVERAGE	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability	U.S. Specialty Insurance Company	1/13/2023	1/13/2024
Employee Benefits	U.S. Specialty Insurance Company	1/13/2023	1/13/2024
Public Officials	U.S. Specialty Insurance Company	1/13/2023	1/13/2024
Employment Practices	U.S. Specialty Insurance Company	1/13/2023	1/13/2024
Law Enforcement	U.S. Specialty Insurance Company	1/13/2023	1/13/2024
Auto Liability	U.S. Specialty Insurance Company	1/13/2023	1/13/2024

## Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Expiring	Renewal Options
		US Specialty Underwriters Inc. (formerly Republic Western Specialty Underwriters)	U.S. Specialty Insurance Company
Package	Premium (incl MVF)	\$225,199.00	\$257,884.00
	TRIA Premium	\$930.00	\$1,019.00
	<b>Estimated Cost*</b>	<b>\$226,129.00</b>	<b>\$258,903.00</b>
	Change (\$)	-	\$32,774.00
	Change (%)	-	14%
<b>Total Program Cost</b>		<b>\$226,129.00</b>	<b>\$258,903.00</b>

\*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.) is valid until 1/13/2024

Gallagher is responsible for the placement of the following lines of coverage:

**Liability Package (General Liability, Auto, Employment Practices Liability, Public Officials Liability, Law Enforcement Liability)**

**Property/BM**

**Inland Marine**

**Auto for Firetruck**

**Cyber**

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### ***Proposal Disclaimer***

**IMPORTANT:** The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### ***Compensation Disclosure***

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

### ***TRIA/TRIPRA Disclaimer***

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.



### ***Terms and Conditions***

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

### ***Services***

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

### ***Treatment of Information***

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

### ***Dispute Resolution***

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

### ***Electronic Delivery***

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all

other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

***Miscellaneous Terms***

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

## Client Signature Requirements



## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 1/10/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Package</b> U.S. Specialty Insurance Company	<input type="checkbox"/> Accept

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: \_\_\_\_\_  
 Print Name (Specify Title)

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Signature

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



## Appendix

City of Glen Cove



## Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Glen Cove

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name <sup>1</sup>	Est. Annual Premium <sup>2</sup>	Comm. % or Fee <sup>3</sup>	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Package	U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.)	N/A	\$258,903.00	10%	N/A

<sup>1</sup> We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

<sup>2</sup> If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

<sup>3</sup> The commission rate is a percentage of annual premium excluding taxes & fees.

\* Gallagher is receiving \_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



## Claims Reporting By Policy

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

### Reporting Direct to Carrier [Only When Applicable]

Coverage(s): <i>Package - Law Enforcement Liability, Public Officials Liability</i>	Report To:
Insurer: U.S. Specialty Insurance Company  Policy Term: 01/13/2024 - 01/13/2025	Insurer/TPA Name: U.S. Specialty Insurance Company Phone: 1-800-742-2210  Email: <a href="mailto:submitclaims@tmhcc.com">submitclaims@tmhcc.com</a>  Web: <a href="https://www.tmhcc.com/en-us/groups/cyber-and-professional-lines-group/cyber-and-professional-lines-claims">https://www.tmhcc.com/en-us/groups/cyber-and-professional-lines-group/cyber-and-professional-lines-claims</a>

### Reporting to Gallagher or Assistance in Reporting

Coverage(s):	Report To:
Gallagher Claim Center Policy Number: Policy Term:	Phone: 855-497-0578 Fax: 225-663-3224 Email: <a href="mailto:ggb.nrcclaimscenter@ajg.com">ggb.nrcclaimscenter@ajg.com</a>



# Gallagher STEP



STEP



## Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

**Gallagher Safety Training Education Platform (STEP)** is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

### Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit [ajg.com/us/gallagher-step/](http://ajg.com/us/gallagher-step/) to learn more.

### Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Gallagher CORE360® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.



## Sample of Available Training Modules and Safety Shorts

### Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

### Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services, Employee Safety Orientation (English and Spanish)

### Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

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Since 1927.

Please visit [ajg.com/us/gallagher-step/](http://ajg.com/us/gallagher-step/) to learn more.

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Gallagher

National  
Risk Control

## Business Continuity and Resilience Services

Businesses face so many challenges in today's marketplace that can disrupt operations or interrupt a supply chain, including:

- Cyber attacks
- COVID-19
- Natural disasters

Having a plan in place and being prepared to successfully manage these situations should be a critical component of any operating model.

The turbulence of 2020, especially the global COVID-19 pandemic, revealed to many organizations just how underprepared they are to effectively respond to and recover from major business disruptions or crises.

Organizations suddenly found they had to deal with unprecedented direct and indirect challenges to their businesses, including major supply chain disruptions, sudden shifts in customer demand and increased cyberthreats since a large portion of the workforce was operating remotely.

However, the incidence of these types of threats was escalating well before COVID-19, as were threats posed by workplace violence, societal unrest and natural disasters as a result of climate change.

To make matters worse, organizations are now faced with increased costs for insurance coverage as a result of a hard market.

Building resilient and recoverable operations has proven to be more difficult than ever. Organizations often struggle to develop a comprehensive yet pragmatic business continuity management framework to identify, assess and manage threats/vulnerabilities.

Underpreparedness has consequences. A minor incident can escalate to a major crisis that can consume an organization, and impact its brand/reputation and financial results for months, if not years.

According to Oxford Metrica, "Of the companies that faced a crisis, on average, more than three-quarters experienced a 20%-30% drop in their stock price as a result of the way the incident was managed."

For companies to achieve long-term resilience, they must be agile enough to respond and recover from any crisis, regardless of its nature or origin.

If COVID-19 taught us anything, it is that the ability to recover critical business processes builds confidence among key stakeholders such as employees, regulators, customers, investors, the media, the public and insurers.

Resilient organizations manage uncertainty. As a trusted partner and advisor, Gallagher's **Business Continuity and Resilience Services** team works with organizations to first assess their level of business resilience and then develop custom programs to improve it. We have developed business continuity, crisis management, crisis communications and supply chain risk management programs for clients in virtually every industry.

Oxford Metrica study 2020

## Business Continuity

A business continuity plan reduces the operational impact of an incident by directly targeting the recovery of an organization's value drivers—those business processes that directly drive revenue and reputation—and enables an organization to recover more efficiently and effectively following a major business disruption or crisis.

## Crisis Management

Crisis management plans prevent or mitigate risks to people, brands, reputations and financial results, and provide the overarching framework for all response and recovery activities within the organization. Moreover, these plans improve coordination and accelerate decision-making at all levels of an organization in the event of a crisis.

## Crisis Communications

Crisis communication plans communicate promptly, accurately and confidently to all stakeholders during an incident or actual crisis, and enable organizations to better coordinate internal and external global communications with media, employees, regulators, customers, investors and the public at large.

## Supply Chain Risk Management

A supply chain risk management program will help assess and manage third-party risks and vulnerabilities to ensure that products/services continue to be delivered both during and following a major disruption.

## Leaders Where it Counts

Gallagher was founded on a culture of ethics, service and a common interest—doing what's in our clients' best interest, not ours. That's one of the reasons why Gallagher has been named as one of the World's Most Ethical Companies® by Ethisphere for 11 consecutive years.

We are proud to be the only insurance broker to receive this recognition honoring companies who understand the importance of leading, making hard but values-based decisions, and exemplifying overall commitment to integrity.



Insurance | Risk Management | Consulting

**AJG.com** The Gallagher Way. Since 1927.

Gallagher provides risk services consultation that is tailored to our clients' particular loss history, industry risk factors, and insurance program structure. Our services, summaries and recommendations can include claim advocacy, evaluation of loss frequency and severity, loss prevention strategy, sufficiency of self-insured retentions, risk transfer options, identification of risk exposures, and insurance coverage for particular claims. Our work can also include collaboration with carriers, our client's legal counsel, loss prevention or actuarial consultants. We emphasize that any of the above risk services, risk management opinions, and advice provided directly to clients or to clients' third-party vendors, is both confidential and intended for our clients' use and not for distribution. We also only offer the advice from an insurance/risk management perspective and it is NOT legal advice or intended to supplant the advice or services provided to clients from legal counsel and advisors. We recommend that our clients seek advice from legal counsel and third-party professionals to become fully apprised of all legal and financial implications to their businesses.

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Arthur J. Gallagher & Co. named one of the World's Most Ethical Companies® for 2022.

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## A Next Generation Engagement Solution

**Gallagher Insight** is a user-friendly web portal that allows secure, real-time collaboration between you and your Gallagher team. It empowers Clients with 24/7 access to their summary insurance information and an array of materials needed to run your risk management program, all at your fingertips on any device. Gallagher Insight is a password-protected portal accessible through any browser on your mobile phone, tablet or PC. Insight offers a modern design, robust features and upgraded functionality, including:

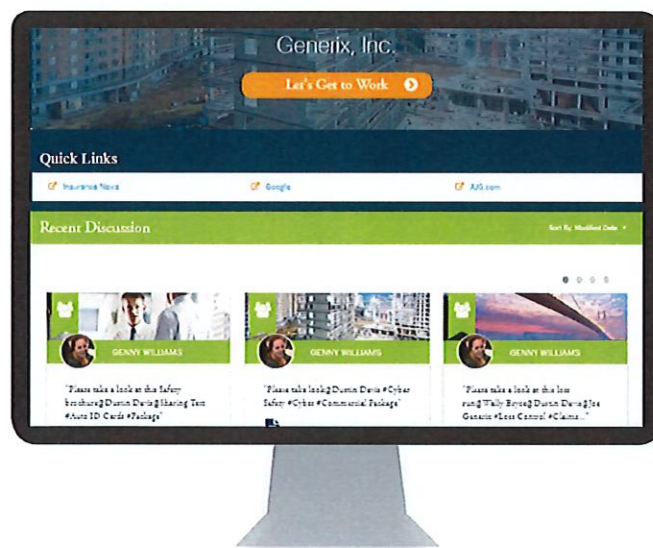
- Secure web-based document libraries for our clients
- Policy and document sharing with your Gallagher account team
- A private social network between your global team and ours
- Stewardship through goals, events and tasks set up by you and your Gallagher team
- Access to Gallagher's resource library
- Submission and tracking of service requests

Insight can be accessed from any electronic device using a secure ID and password to login.



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Since 1927.

[ajg.com](http://ajg.com)



Insurance | Risk Management | Consulting

# Contractual Risk Compliance



Insurance | Risk Management | Consulting

## Mitigate contractual risk with confidence



### Verified Testimonial

Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify™** ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.

### Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.\*

### Track more than just certificates of insurance (COIs)

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

W-9 forms	OSHA mod rates	Background checks
MVRs	Contracts	Certifications and licenses

### Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best ratings
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

\*Tier 2 model.





#### Learn More About CORE360®

Gallagher Verify is part of Gallagher CORE360, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **contractual liability**, and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

#### Tiers of service tailored to the needs of your organization

	Tier 1	Tier 2
Gallagher Verify cloud software	✓	✓
Dedicated implementation project managers (includes data entry and software configuration)	✓	✓
Automated COI endorsement and document compliance verification	✓	✓
Automated noncompliance and renewal notifications to vendors	✓	✓
Client access to software support	✓	✓
Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets	✓	✓
Risk management consulting for clients (insurance requirement exception guidance)		✓
Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance)		✓
Weekly or monthly client stewardship calls with a risk advisor		✓
Unlimited phone support for vendors with insurance and contract-related questions		✓

#### Verified Testimonial

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

**The Gallagher Way.**  
Since 1927.

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The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services provided by Arthur J. Gallagher Risk Management Services, LLC. (License Nos. 100292093 and/or 0D69293).

**SERVICE CONTRACT BETWEEN ASSOCIATION ON AGING IN NEW YORK  
AND GLEN COVE**

6M

THIS AGREEMENT made this 8th day of January, Two Thousand and TWENTY FOUR, by and between the ASSOCIATION ON AGING IN NEW YORK, INC., having its principal offices at 515 Broadway STE 402, Albany, New York 12207, hereinafter referred to as "Aging NY", and Glen Cove Senior Center, 130 Glen Street, Glen Cove, NY 11542, hereinafter referred to as "Glen Cove."

WITNESSETH:

WHEREAS, Aging NY will contract with Glen Cove as a consultant to establish the Center of Excellence program according to the terms and conditions outlined herein.

WHEREAS, this contract has been authorized by the Board of Directors of Aging NY, now, therefore,

FOR GOOD AND VALUABLE CONSIDERATION, the parties do hereby agree as follows:

1. **TERM.** The term of this contract shall commence upon signing by both parties and terminate December 31, 2024. All activities under this contract must be completed within the term dates set forth herein.
2. **AMENDMENT OR TERMINATION.** This contract may be amended at any time during the term hereof by mutual written agreement of the parties. This contract may be terminated at any time by either party upon the giving of thirty (30) days written notice to the other party; however, in the event Glen Cove defaults in the performance of any of its obligations under this contract, Aging NY may terminate the contract effective upon written notice at any time. However, any termination of this contract shall not relieve Glen Cove of its duty to defend, indemnify and hold harmless Aging NY as set forth herein.
3. **SCOPE OF SERVICE.** Glen Cove shall provide services in accordance with the responsibilities and deliverables outlined in Appendix A, which is attached hereto and a part hereof.
4. **SOURCE OF FUNDS.** Center of Excellence project is funded by a Project grant from the New York State Office for the Aging to Aging NY.
5. **PAYMENT AMOUNT.** Aging NY shall pay Glen Cove for services rendered pursuant to this contract a total amount of not more than \$75,000 (Seventy Five Thousand Dollars and Zero Cents), upon completion of the responsibilities and deliverables set forth in Appendix A, which is attached hereto and made a part hereof, along with payment terms.
6. **PAYMENT PROCESS.** Glen Cove will provide Aging NY with duly certified claims for reimbursement for performance of the responsibilities and deliverables set forth in this Agreement as outlined in Appendix A, together with such other documentation that Aging NY deems appropriate and provided that the services rendered hereunder meet the satisfaction of the Executive Director of Aging NY.  
Aging NY will provide payment to Glen Cove within twenty (20) days of receiving the funds from New York State Office for the Aging (NYSOFA). Payment to Glen Cove is contingent on Aging NY receiving payment from NYSOFA for the services provided under this Agreement.
7. **APPROVAL OF COMMUNICATION, OUTREACH, OR MARKETING DOCUMENTS.** Glen Cove will provide an electronic copy of all communications, outreach, or marketing documents produced under this contract for approval at least three business days in advance of distribution, for approval to Aging NY.
8. **OWNERSHIP OF MATERIALS.** Aging NY owns all materials generated by the Center of Excellence



project and Glen Cove is prohibited from using these materials for profit or gain or for any other purposes unless permission is granted in writing from Aging NY. Material or work produced under this Agreement shall be considered "work for hire," and owned exclusively by Aging NY. Glen Cove shall not claim or assert any interest, proprietary or otherwise, in any materials or work required to be produced or delivered under this Agreement. Glen Cove assigns all rights, title, and interest to such materials and work to Aging NY. Glen Cove will cooperate and take all necessary action to facilitate such assignment to Aging NY.

9. **INDEPENDENT CONTRACTOR.** Both Glen Cove and Aging NY intend that Glen Cove status be that of an independent contractor and nothing in this contract shall be construed to create an employer/employee relationship between Glen Cove, its owner(s), or employees and Aging NY. Glen Cove shall not enter into any contract or commitment on behalf of Aging NY, and Glen Cove further acknowledges that it is not considered an affiliate or subsidiary of Aging NY and is not entitled to any of Aging NY's employment rights or benefits. It is expressly understood by both parties that this undertaking is not a joint venture.

10. **CHALLENGES TO INDEPENDENT CONTRACTOR STATUS.** If the Internal Revenue Service or any other governmental agency questions or challenges Glen Cove independent contractor status, then it is agreed that both Aging NY and Glen Cove shall have the right to participate in any conference, discussion, or negotiation with the governmental agency, irrespective of with whom, or by whom, such discussions or negotiations are initiated.

11. **CONSULTANT TO AGING NY.** In all communications with individuals or organizations, whether written, verbal or otherwise, Glen Cove will self-identify as a consultant to Aging NY for the New York Center of Excellence.

12. **WITHHOLDING FROM PAYMENTS.** Aging NY agrees not to withhold from the payments any sums for state or federal income tax, unemployment insurance, workers' compensation, disability insurance, or social security insurance (FICA). Glen Cove understands, and represents to Aging NY, that such insurance and tax payments are the sole responsibility of Glen Cove, its owners, and employees. Glen Cove shall indemnify and hold Aging NY harmless from all loss or liability incurred by Aging NY as a result of Aging NY not making such payments or withholdings.

13. **NON-ASSIGNMENT.** Glen Cove shall not assign, transfer, sublet or otherwise dispose of this contract, or of its right, title or interest in this contract, or its power to execute the same, to any other person or corporation without the prior consent, in writing, of the Board of Directors of Aging NY. An assignment of this contract shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions herein shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the contract.

14. **WARRANTIES BY Glen Cove.** Glen Cove represents and warrants to Aging NY that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial and/or municipal laws.

15. **CONFIDENTIALITY.** Glen Cove recognizes and acknowledges that this Agreement creates a confidential relationship between Glen Cove and Aging NY and that information concerning Aging NY's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Aging NY is hereinafter collectively referred to as "Confidential Information." Glen Cove agrees to follow client information security procedures and otherwise take all reasonable precautions for the protection of Confidential Information.

16. **NON-DISCLOSURE.** Glen Cove agrees that, except as directed by Aging NY, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and



that, upon the termination of this Agreement, it will turn over to Aging NY all documents, papers, and other matter in its possession or control that relate to Aging NY electronically by email, on a travel drive, or other similar means.

17. **COMPLIANCE WITH LAWS.** Glen Cove shall perform in accordance with all applicable federal, state, and local laws, rules, and regulations. All statutory provisions applicable to this contract are hereby incorporated by reference.

18. **OFFICE RULES.** Glen Cove shall comply with all office rules and regulations, including security requirements, when on Aging NY premises.

19. **CONFLICT OF INTEREST.** Glen Cove shall not offer or give a gratuity of any type to any Aging NY client, employee, or agent.

20. **SEVERABILITY.** In the event any provision of this contract shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

21. **NON-DISCRIMINATION.** Glen Cove agrees to ensure that no person shall be subjected to discrimination on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability, or any other trait protected by federal, state, or local law. Glen Cove agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, with Executive Orders Nos. 11246 and 11375 and accompanying regulations.

22. **GOVERNING LAW AND VENUE.** This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law provisions thereof. Any dispute regarding the performance or enforceability of this Agreement shall be brought before the Supreme Court of the State of New York, County of Albany, or the U.S. District Court for the Northern District of New York.

23. **PLANNING AND COMMUNICATION.** Glen Cove will include Aging NY in all planning. This communication can be achieved through participation in conference calls, meetings and through written materials. Aging NY should be kept informed of any adjustments to plans or schedules. All information in this regard should be sent to:

Rebecca Preve, Executive Director  
Association on Aging in New York  
515 Broadway STE 402, Albany, NY 12207  
Phone: (518) 449-7080 • [becky@agingny.org](mailto:becky@agingny.org)

24. **HOLD HARMLESS.** To the fullest extent provided by law, Glen Cove agrees to indemnify, hold harmless and defend Aging NY, its agents, employees or any other person against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) this Agreement, and (b) the acts, omissions, liabilities, or obligations of Glen Cove in the course of its duties on behalf of Aging NY.

25. **ENTIRE AGREEMENT AND NOTICE.** This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective seals to be hereunto affixed by their duly authorized officers the date and year first above written.

ASSOCIATION ON AGING IN NEW YORK,  
INC.



Rebecca Preve, Executive Director

01/08/2024

Date

GLEN COVE

\_\_\_\_\_,  
Mayor Pam Panzenbeck

\_\_\_\_\_  
Date