

**CITY OF GLEN COVE**  
**INTRODUCTORY LOCAL LAW # (     ) OF 2025**

BE IT ENACTED by the City Council of the City of Glen Cove, Nassau County, New York as follows:

**Section 1. Title.**

This local law shall be known and may be cited as the Glen Street Station Transit Oriented Development Local Law of 2025.

**Section 2. Legislative Purpose.**

The Glen Cove City Council adopted its Smart Growth Comprehensive Plan with Sustainability Elements in July of 2024. This Plan set forth a Vision which included, "Leveraging transit-oriented areas that can support modest growth and provide public benefits." Other policies recommended in this new land use plan for Glen Cove include:

- *Housing opportunities should be expanded in areas where infrastructure can handle modest growth and should promote different levels of affordability. Future housing should also provide options for seniors, especially affordable units. One example is near two existing train stations, Glen Street and Sea Cliff, to maximize the use of alternative modes of transportation (especially for commuting purposes).*
- *The areas surrounding the Glen Street and Sea Cliff train stations are opportunity areas that would benefit from some contextual new redevelopment that could bring revitalization, affordable housing for a mix of income levels, workforce housing, senior housing, and other public benefits. For this reason, these areas should be considered for TOD overlays or floating zones to require scale, density, parking, and urban design outcomes that are contextual with the existing environment. Allowable uses under the TOD overlay or floating zone should be mixed-use, allowing residential and commercial options.*

The purpose of this local law is to implement Comprehensive Plan Recommendation 2.3.2 (Consider Transit-Oriented Development at the Glen Street and Sea Cliff train stations) of Comprehensive Plan Goal 2.3 (Explore targeted options for new development following Smart Growth principles.)

**Section 3. Enabling Authority.**

The adoption of this Local Law is in accordance with Section 10 of the New York Municipal Home Rule Law.

**Section 4. Expanding the RIO-ON Zoning District**

The Orchard Neighborhood Redevelopment Incentive Overlay District (RIO-ON) is hereby expanded to include the current park and ride lot located south and adjacent to the Glen Street Railroad Station as well as those lots designated on the Nassau County Tax Map as Section 21, Block H, Lots and 264 and 312 also identified as numbers 4 and 10 Cedar Swamp Road, as indicated on Attachment A.

More specifically the new boundary will be extended from a point along the existing boundary of the RIO-ON district at the southwesterly corner of the lot identified as 21-H-312, north for approximately 40 feet along the westerly property line of lot 21-H-312 and further to the centerline of the Right-of Way of the Oyster Bay Branch of the Long Island Railroad; and from thence, northeast along the centerline of the railroad right-of-way for approximately 925 feet to the centerline of Cedar Swamp Road; and from thence south to a point parallel with the southerly property line of lot 21-H-264, and from thence west approximately 290 feet to the existing northeasterly corner of the existing boundary of the RIO-ON district at a point at the northwest corner of the lot designated as 21-H-4.

#### **Section 5. Adding an Additional Purpose to the RIO-ON District Regulations.**

Section A (Purpose) of §280-73.4 (Orchard Neighborhood Redevelopment Incentive Overlay District) is hereby amended to add the following paragraph 4 and renumber the existing paragraph 4 and any subsequent paragraphs accordingly.

*(4) Finally, it is the purpose of this district to enable Transit Oriented Development (TOD) within close proximity of the Glen Street Long Island Railroad (LIRR) station, consistent with recommendations from the City of Glen Cove Smart Growth Comprehensive Plan with Sustainability Elements, adopted July 23, 2024.*

#### **Section 6. Authorizing TOD Developments as Incentive Uses and Promulgating Regulations for Their Safe and Orderly Development.**

Section H (Incentive uses permitted by special use permit at the discretion of the Planning Board) of §280-73.4 (Orchard Neighborhood Redevelopment Incentive Overlay District) is hereby amended to add the following paragraph 5 and subparagraphs:

- (5) Transit Oriented Development (TOD); mixed-use commercial and residential structures. Mixed-use commercial and residential structures are permitted subject to the following conditions and criteria:*
- (a) A minimum lot size of 60,000 square feet located within 500 feet south of the Glen Street Long Island Railroad train stationhouse and with frontage on the west side of Cedar Swamp Road.*
  - (b) The permissible density of units per acre shall be 55.*
  - (c) Permitted ground-story commercial uses shall be consistent with those permitted as principal uses and/or special uses in the B-1 Central Business District (§280-65 B-1) and shall not exceed a total of 2,500 square feet. All commercial uses in the TOD shall be considered an accessory use to the residential use in this section.*
  - (d) A Planning Board finding that any nonresidential use contained within the structure(s) is compatible with residential occupancy and does not pose a risk to the health, safety or general welfare of occupants therein. No basement or*

*cellar space shall be occupied as living or sleeping quarters or an accessory use.*

- (e) The project shall set aside no less than 50% and no more than 75% of units as affordable/workforce housing to households earning between 50% and 130% Area Median Income (AMI) using the U.S. Office of Housing and Urban Development (HUD) standards, with the remaining units to be market rate. The Planning Board may, however, permit additional workforce units beyond the 75% threshold provided they are set aside for households earning 110% or more of AMI.*
- (f) At the discretion of the Planning Board, a density bonus up to 10% of proposed units may be permitted as an incentive to achieve 75% of units as affordable/workforce housing as set forth in subsection 5(e) above.*
- (g) Occupants of the affordable/workforce units cannot be required to use a separate entrance or barred from using building amenities. Affordable/workforce units at a range of AMIs shall be indistinguishable from market rate units (i.e. they have comparable features, materials, fixtures, etc.).*
- (h) The project shall provide improved ADA-compliant pedestrian connections to the Glen Street Long Island Railroad station and along roadway frontage. Public pedestrian plazas, which break up the bulk of the project buildings, are strongly encouraged and may be required at the Planning Board's discretion. Walkability and sense of place shall be encouraged through desirable building aesthetics. No building in the TOD can exceed 400 feet in length.*
- (i) The project shall meet all special permit requirements for multifamily residential dwellings as described in §280-73.4(H.3) except as follows:*

  - [1] A minimum lot size of 60,000 square feet is required.*
  - [2] Minimum lot areas per residential dwelling unit shall not apply.*
  - [3] The height of the building shall not exceed four stories or fifty-five feet, made up of three residential stories over ground level parking and/or commercial space.*
  - [4] Minimum side yard setbacks shall be ten feet unless abutting a residential use or property owned by the MTA or other public authority or utility. If abutting a residential use, the setback shall be twenty feet, ten feet of which shall be a landscaped buffer the entire length of the side yard. If abutting an MTA, public authority or utility-owned property, the Planning Board shall have discretion to reduce the setback provided the same does not compromise safety and aesthetic appeal or have a deleterious impact on the general welfare of the residents and community.*
  - [5] A front yard setback along Cedar Swamp Road shall be a minimum of 50 feet but in no event closer than 25 feet.*

- [6] The front yard shall be improved with a public plaza of at least 5,000 square feet. The plaza shall be available to the general public, and, as permitted, the nonresidential component of the development. It shall be maintained by the owner and/or operator of the premises.
  - [7] The total minimum area of on-site recreational amenities and usable recreational yard standards may be reduced at the discretion of the Planning Board.
  - [8] Where on-site parkland is not practicable, the project shall provide money-in-lieu of parkland consistent with City policies. Improved parkland may extend beyond the RIO-ON Overlay District to Pascucci Fields and nearby environs.
- (j) No incentive densities as detailed in §280-73.4(J) shall be awarded. No density bonus shall be awarded pursuant to §280-75 (inclusionary housing) if the project meets the criteria for a density bonus as described in section 5(f) above.
- (k) The parking requirements for all on-site residential and commercial uses shall be as follows:
- [1] There shall be one (1) parking space provided for each studio, 1.5 spaces for each one-bedroom apartment and two (2) parking spaces for each two-bedroom apartment. The first parking space shall be bundled with the rental agreement, except for senior living uses. Parking senior living uses shall be determined at the discretion of the Planning Board. Parking spaces shall be nine feet by 18 feet and driving aisles shall be 24 feet wide.
  - [2] With respect to any accessory use as defined above in 5(c), there shall be one (1) parking space for each 500 square feet of sales area for retail use and one (1) parking space for each 350 square feet of customer service area for service use, together with an accessible loading area which shall not interfere with the required parking, ingress, egress or internal vehicular movements.
  - [3] No off-street parking shall be provided between the building and the public roadway upon which it fronts. Internal traffic lanes (which may include a designated "drop off" zone or area) shall provide access to the public roadway upon which the TOD shall abut and to which it shall have access.
  - [4] Any commuter parking spaces for a LIRR train service that are decreased as a result of redevelopment shall be replaced in kind by the redeveloper at a location approved by the City.
- (l) In addition to any authority in this Chapter to approve a modification or waiver of parking requirements, the Planning Board shall have authority to modify or waive parking requirements hereunder as follows:
- [1] Where the proposed use is located within 300 feet of a municipally owned and operated off-street parking facility that is not already dedicated to a municipal use; and



*[2] The Planning Board shall, at the time of its approval of a site development plan, certify that such municipally operated off-street parking facility has adequate excess capacity for parking generated by the residential and accessory uses on the subject lot, site or defined premises in addition to the off-street parking already provided.*

*[3] Where two (2) or more uses are located on the same lot, site or defined premises, the total number of parking spaces may be the sum of the requirements for each individual use provided that the Planning Board determines that the probable time of maximum use by employees, patrons and residents do not conflict.*

*(m) Landscaping shall be installed and maintained in accordance with a landscaping plan to be submitted to and approved by the Planning Board.*

*(n) Access to the project shall be directly from Cedar Swamp Road only.*

#### **Section 7. Repeal, Amendment, and Supersession of Other Laws.**

All other Resolutions, Ordinances or Local Laws of the City of Glen Cove which conflict with the provisions of this Local Law are hereby superseded or repealed to the extent necessary to give this Local Law force and effect.

#### **Section 6. Severability.**

If any section, part or provision of this Local Law or the application thereof to any person, property or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the section, part, provision or application directly and expressly adjudged invalid and shall not affect or impair the validity of the remainder of this local law or the application thereof.

#### **Section 7. Effective Date.**

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the New York Municipal Home Rule Law.



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## MEMORANDUM

**TO:** Tip Henderson, Esq.

**FROM:** Max Stach, AICP

**RE:** Glen Street Station TOD LL SEQR Materials

**DATE:** December 22, 2025

**CC:** Tina Pemberton – City Clerk  
Ann Fangmann, AICP – Director of the CDA/IDA  
C. Scott Grupp – Director of the Building Department

As requested, I have prepared SEQR materials analyzing the environmental impacts related to the adoption of the Glen St Station TOD Local Law. Upon review of the relevant materials, it is my recommendation that the project will not have a significant adverse impact on the environment and a Generic EIS need not be prepared. Please note that if adopted by the City Council, the Neg Dec should be signed by the Mayor, filed in the City Clerk's office and notice posted in the Environmental Notice Bulletin.

Please note that since the introduction of the local law and SEQR materials last year at around this time, I understand that the City is now considering an additional 5 units per acre in the base density for the TOD. This is a minor increase and does not change my original recommendations particularly because:

1. TOD was a preferable use recommended in the Comprehensive Plan and was analyzed as part of the GEIS and Findings for the Plan.
2. Potential impacts to groundwater will continue to be avoided by the Planning Board's general special permit authority to require adequate potable water prior to approving any special permit.
3. The maximum building size and height are not proposed for change, and potential impacts to aesthetics will continue to be avoided by the Planning Board's general special permit authority to require that neighborhood character is safeguarded. The Planning Board will be able to require aesthetic impacts to be thoroughly vetted because any future TOD applications will likely have Type 1 status under SEQR requiring an intensive review.
4. Even under slightly higher density, potential impacts to traffic are likely to be less under the proposed TOD zoning than would be possible under the existing I-2 zoning. The Planning Board will be able to impose conditions requiring any future application provide appropriate mitigations under its general special permit authority.

If you have any comments or questions, please do not hesitate to contact me.

**Attachments:** Full EAF Part 2  
Full EAF Part 3 and Neg Dec Form  
Full EAF Part 3 Attachment

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

Agency Use Only [if applicable]	
Project :	Glen St Station TOD LL
Date :	12/12/25

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could 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 a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies 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 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 involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater,	E2f	<input 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 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 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 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 type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**2. Impact on Geological Features**

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)

☒ NO☐ YES

*If "Yes", answer questions a - c. If "No", move on to Section 3.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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"/>

**3. Impacts on Surface Water**

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)

☒ NO☐ YES

*If "Yes", answer questions a - l. If "No", move on to Section 4.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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 checked="" type="checkbox"/>	<input 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: <u>2024 Glen Cove Comprehensive Plan</u>	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: <u>The proposed action may exceed the capacity of local water supply infrastructure</u>		<input type="checkbox"/>	<input checked="" 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 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 result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input 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 type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>6. Impacts on Air</b> The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</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. 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"/>

<b>7. Impact on Plants and Animals</b> The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</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 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"/>

### 8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)

☒ NO

☐ YES

*If "Yes", answer questions a - h. If "No", move on to Section 9.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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> <div style="text-align: right;"> <input type="checkbox"/> NO      <input checked="" type="checkbox"/> YES         </div>			
	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 checked="" 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 checked="" 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 checked="" type="checkbox"/> <input checked="" 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 checked="" type="checkbox"/> <input checked="" type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input checked="" 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 checked="" type="checkbox"/>
g. Other impacts: _____ _____		<input checked="" 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> <div style="text-align: right;"> <input checked="" type="checkbox"/> NO      <input type="checkbox"/> YES         </div>			
	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 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 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 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 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 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 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.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>				<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) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>				<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 a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input 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 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input checked="" type="checkbox"/>	<input 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: _____			

**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 I.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 type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input 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 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 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 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 type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input 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 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 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 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 type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

<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="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="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"/>		

***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.

See Attachment

**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  
 2024 Glen Cove Smart Growth Comprehensive Plan with Sustainability Elements; GEIS for the 2024 Comprehensive Plan

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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:

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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.

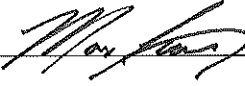
Name of Action: Adoption of RIO-ON TOD Amendments

Name of Lead Agency: Glen Cove City Council

Name of Responsible Officer in Lead Agency: Pamela Pansenbeck

Title of Responsible Officer: Mayor

Signature of Responsible Officer in Lead Agency: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Preparer (if different from Responsible Officer)  Date: 12/12/25

**For Further Information:**  
 Contact Person: Tina Pemberton, City Clerk  
 Address: 9 Glen St., Glen Cove, NY 11542  
 Telephone Number: 516-575-2000  
 E-mail: tpemberton@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>

## **SEQR FULL EAF PART 3 ATTACHMENT A**

### **EVALUATION OF THE MAGNITUDE AND IMPORTANCE OF PROJECT IMPACTS**

#### **Background**

As described in the Part 1 Full Environmental Assessment Form, the proposed local law expanding the Orchard Neighborhood Redevelopment Incentive Overlay District (RIO-ON) to encompass lands adjacent to the Glen Street Train Station and text amendments to allow for the construction of a mixed-use residential multifamily development by Special Use Permit of the Planning Board, is consistent with the recently adopted Smart Growth Comprehensive Plan with Sustainability Elements.

The GEIS for the recently adopted Comprehensive Plan did not contain a detailed environmental assessment for TOD developments at the Glen Street Station, but identified that any future zoning should give further consideration to:

- Impacts on vehicular traffic.
- Impacts on commuter parking.
- Impacts to pedestrian traffic - the GEIS notes that the nearest pedestrian crossing of Cedar Swamp Road/Glen Street is ¼ mile away at the Hendrick Avenue/Pearsall Avenue intersection.
- Increased water usage.
- Need to connect TOD to bike trails and lanes as well as adjoining neighborhoods.

Subsequent to the initial introduction of the draft proposed local law, the City Council determined that a modest increase to maximum density of 55 units per acre (with an up to 10% density bonus to provide 75% of units as affordable housing) would be appropriate as it would increase the competitiveness of a TOD project for public funding from New York State.

The City Council as Lead Agency and Project Sponsor for this action has indicated agreement with its earlier findings on the Comprehensive Plan by identifying the following potential moderate and large impacts in their adopted Part 2:

- Impact on Groundwater - The proposed action may result in future development that exceeds the capacity of the local water supply infrastructure.
- Impact on Aesthetic Resources – The proposed action may result in future development that is visible from publicly accessible vantage points year-round by residents travelling on public roads, and by users of the nearby Pascucci Field.
- Impact on Transportation – The proposed action may result in future development that increases traffic beyond the capacity of the existing road network, that degrades transit access, or that degrades existing pedestrian and bicycle accommodations.

#### **Subject Area**

While the subject area, for the purpose of classifying the action, was the entire RIO-ON zoning district (as proposed), the actual area of potential impact is much smaller. This is because one of the proposed

special use permit criteria for TOD mixed-use development is, *"A minimum lot size of 60,000 square feet located within 500 feet south of the Glen Street Long Island Railroad train station platform and with frontage on the west side of Cedar Swamp Road."*

At this time there is only one existing area (there are two tax lots and the MTA parking area, which combined make up this area) that satisfies this requirement, which is the lot at 4 Cedar Swamp Road, although it is conceivable that lot line adjustments, mergers or lot area variances could be sought to make 10 Cedar Swamp Road also eligible, and other area lots eligible through assemblage with 4 or 10 Cedar Swamp Road. This smaller area is considered the study area for the purposes of impact consideration.

### **Baseline for Consideration of Impacts (No Action)**

It is noted that when assessing impacts of zoning amendments, it is not appropriate to address such impacts solely against a baseline of current conditions (no-build). Rather, the baseline should also consider the development of the project area in accordance with current zoning regulations versus proposed regulations (no-action).

The subject area is currently zoned I-2 without RIO-ON overlay. It is proposed to be rezoned I-2 with RIO-ON overlay. Under current zoning, the following uses are authorized by right or by special use permit:

- Business or professional offices, research and development laboratories
- Manufacturing, assembling, converting, altering, finishing, cleaning...
- Motor Vehicle Service Stations
- Public Utilities
- Business Enterprise of membership club conducting leisure time activities
- Institutions for higher learning

These uses are allowed with building coverages of up to 50% and maximum heights of 20 feet.

### **Maximum Construction Under Proposed Action**

The proposed changes would allow for redevelopment within the study area with a range of residential options including:

- Townhouses (base density of 13.33 units per acre)
- Townhouses with stacked flats (17.78 units per acre)
- Multifamily Residential Buildings (22.22 units per acre)
- Mixed-use commercial and recreation (at above densities)
- Transit Oriented Development (TOD) (55 units per acre).

Except for TOD development, base densities listed above can be increased up to 35 units per acre through application of incentives, such as providing streetscape improvements, on-site recreational amenities, green building technologies, and structured parking. Additionally, a 10% inclusionary housing bonus is available in exchange for the provision of affordable housing, or in the case of TOD for



additional affordable housing (since TODs require a base of at least 50% affordable housing). The maximum density proposed by the proposed action is therefore 60.5 units for a TOD development and 38.5 units per acre for all other housing types.

In terms of bulk standards, TOD constitutes the most intensive development available, as no maximum coverage is required and up to 55 feet in height is permitted (although limited to three stories above a story of parking or commercial space, and one additional story beyond a 400-foot setback from Cedar Swamp Road). The next most intensive RIO-ON use is multifamily with 75% coverage and 3.5 stories or 45 feet.

### **Impact on Groundwater**

As detailed in the 2024 Comprehensive Plan, the City's ongoing waterfront redevelopment is using far less water than anticipated, and the supply of water is not anticipated to be a restrictive factor at this time. However, the Comprehensive Plan identifies several current infrastructure needs for proper distribution, storage and maintenance of water pressure, especially during summer months.

Since the proposed TOD and all existing residential uses in the RIO-ON are authorized by special use permit, the Planning Board will be charged with ensuring that any future proposed project in the subject area is, *"is appropriately located with respect to transportation facilities, water supply, fire and public protection facilities, waste disposal and similar facilities."* (§280-20(B)). If infrastructure is not sufficient to deliver water to the site, the Planning Board should withhold the Special Use Permit.

The subject area is substantially adjacent to Pascucci Field. Under SEQR, thresholds for Type 1 actions are reduced by 75% where an action is proposed adjacent to publicly owned/operated parkland, recreation areas or designated open space (see 6 NYCRR 617.4(b)(10)); the Type 1 threshold for the subject areas is therefore more than 50 units as opposed to the usual threshold of 200 units. As a result, any future TOD project at Glen Street Station is likely to be classified as Type 1, therefore requiring coordinated review and the use of a Full Environmental Assessment Form. This will, in turn, provide more detail to the future lead agency to consider the potential for project-specific environmental impacts associated with groundwater and the other areas of identified environmental concern explored in this EAF Part 3.

### **Impact on Aesthetic Resources**

The subject area is located between Cedar Swamp Road/Glen Street and State Route 107 (Pratt Boulevard). Additionally, the subject area is adjacent to Pascucci Field, a City Park. The subject area is therefore in an area of high potential visibility, although not in an area that has been designated for its scenic importance.

The proposed amendments would allow TOD structures that are ten feet taller than could be constructed in the adjacent RIO-ON, and 35 feet taller than can currently be built in the I-2. This is partially in recognition that the subject area sits considerably lower (20-40 feet) than the balance of the RIO-ON. The height is also consistent with mixed-use and multifamily structures throughout the downtown to the east. Additionally, the special permit criteria specific to TODs limit the building to three stories of residential over parking or commercial within 400 feet of Cedar Swamp Road. This will

limit the height of the most visible portions of the building. Portions of the subject area that are more than 400 feet from Cedar Swamp Road are less visible due to wooded areas along Route 107 and at the rear of Pascucci Field.

While no coverage standards are proposed for TOD developments, the building height, and maximum density requirements, will practically limit building coverages. Assuming an average of 850 square feet per apartment (including common areas), a 2,500 square foot commercial space, and 121 units in a four-story structure and a five-story structure on an 80,000 square foot lot in the subject area, a coverage of 35% would be anticipated. This is less than what would be anticipated with development under I-2 requirements, which would dictate a shorter but larger building.

Since the proposed TOD and all existing residential uses in the RIO-ON are authorized by special use permit, the Planning Board will be charged with ensuring that, "neighborhood character and surroundings and property values are reasonably safeguarded...." (§280-20(D)). This will give the Planning Board the ability to ensure that any proposed structure will be compatible with the surrounding neighborhood character. Additionally, the subject area's proximity to the City's Pascucci Field increases the likelihood that any future application will be classified as Type 1, warranting a more thorough, site-specific SEQR review. Such a review would have to assess any site-specific impacts that a proposed project would have on aesthetic resources.

### Impacts on Transportation

The existing code would allow a two-story commercial business or professional office to be constructed on the site as-of-right. Assuming an 80,000 square foot lot in the subject area, up to 80,000 square feet of office space is possible with 50% coverage requirements. Based on the traffic impact thresholds contained in DEC's EAF workbooks<sup>1</sup>, such a building would generate approximately 119 peak hour trips. By comparison, a 121-unit TOD multifamily building would generate approximately 80 peak hour trips - considerably less. While the TOD will allow for commercial spaces of no more than 2,500 square feet each, it is likely that such spaces will be occupied by convenience retail or quick service restaurants, that are designed to leverage the subject area's location abutting the train station. Such retail spaces are not anticipated to generate appreciable new traffic, but rather to take advantage of existing pass-by traffic including pedestrian traffic from the adjacent train station.

The Comprehensive Plan recommends that any TOD development not diminish commuter parking or degrade transit access. The proposed TOD regulations require that, *"Any commuter parking spaces for the LIRR train service that are decreased as a result of redevelopment shall be replaced in kind by the redeveloper at a location approved by the City."*

A future TOD project conforming to the proposed regulations will likely positively impact transit access. The proposed regulations require that any TOD development, *"provide improved ADA-compliant pedestrian connections to the Glen Street Long Island Railroad station and along roadway frontage. Public pedestrian plazas, which break up the bulk of the project buildings, are strongly encouraged and*

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<sup>1</sup> <<https://dec.ny.gov/regulatory/permits-licenses/seqr/eaf-workbooks/part-1-project-and-setting/qd2-project-operations>>

*may be required at the Planning Board's discretion. Walkability and sense of place shall be encouraged through desirable building aesthetics...."*

The Comprehensive Plan also recommends that zoning implementing the TOD not impact pedestrian and cyclist circulation or facilities, and notes that the nearest pedestrian crossing of Cedar Swamp Road/Glen Street is ¼ mile away to the north at Hendrick Avenue/Pearsall Avenue. This is not accurate. The nearest crosswalk is 800 feet to the south at the Grove Street signalized intersection. However, the intent of this section of the Plan appears to recommend a crosswalk north of Glen Street Station that is closer than the Hendrick Ave./Pearsall Ave. intersection, to promote pedestrian safety for train riders walking to and from the downtown. It is noted that Cedar Swamp Road/Glen Street is a County Road, and there are currently no bicycle facilities along the road. Both sides of the road have sidewalks but no bike lanes.

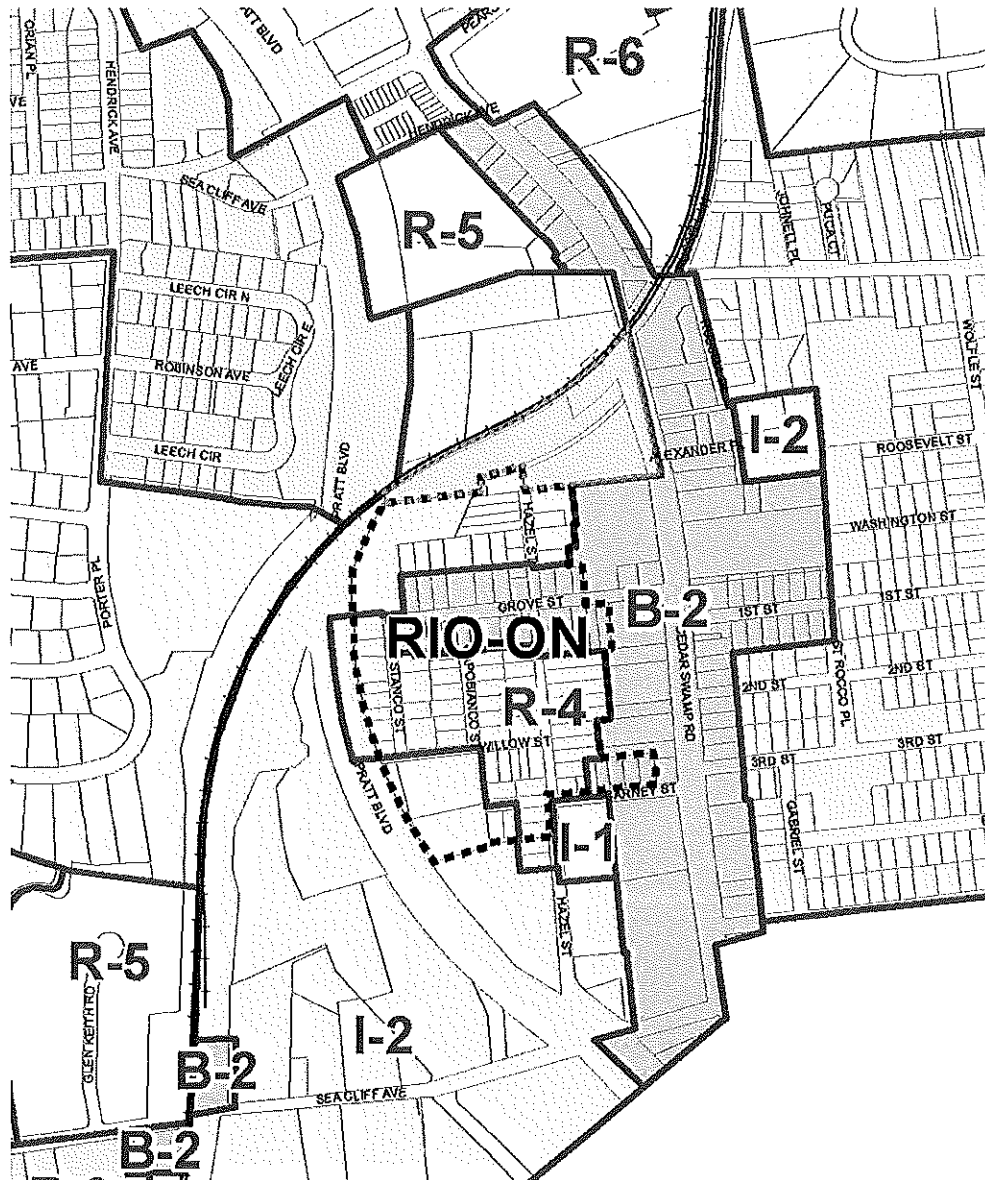
Any pedestrian or bicycle improvements to Cedar Swamp Road will require approval and implementation through the County DPW. It is unlikely that a TOD project at the Glen Street station will adversely impact pedestrian or bicycle transportation. A TOD project may have the potential to positively impact pedestrian and/or bicycle facilities in its vicinity by providing off-site improvements (such as painting a new crosswalk or bike lanes) that may be required by Nassau County DPW as a pre-requisite to its permit issuance.

Since the proposed TOD uses and all existing residential uses authorized in the RIO-ON are authorized by special use permit, the Planning Board will be charged with ensuring that any future TOD project, *"is appropriately located with respect to transportation facilities,"* (§280-20(B)) and, *"the use will not cause undue traffic congestion or hazard,"* (§280-20(D)) This will also give the Planning Board the authority to ensure that appropriate pedestrian, cyclist and vehicular transportation facilities are provided to support the proposed project, to the extent allowed by Nassau County DPW.

As noted previously, any future TOD project in the subject area is likely to be a Type 1 action under SEQR requiring coordinated review and a Full Environmental Assessment Form at the time of site-specific review.

# Local Law \_\_\_\_ of 2024 Attachment A

## Glen Street Station TOD Local Law



Area proposed to be added to RIO-ON district

8 B

**A FRANCHISE RENEWAL AGREEMENT**  
**between the**  
**City of Glen Cove, County of Nassau, State of New York**  
**and**  
**Cablevision Systems Long Island Corp**

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EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

# **FRANCHISE RENEWAL AGREEMENT**

**between the**

**City of Glen Cove, County of Nassau, State of New York**

**and**

**Cablevision Systems Long Island Corporation**

**WHEREAS**, the City of Glen Cove (hereinafter referred to as “Municipality”) has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

**WHEREAS**, Cablevision Systems Long Island Corporation (hereinafter referred to as “Franchisee”), or, if applicable Franchisee’s predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that has since expired, has petitioned the Municipality for a renewal of such franchise; and,

**WHEREAS**, without waiving any of its rights under the expired franchise agreement, the Municipality has determined that Franchisee is and has been in substantial compliance with all terms and provisions of its existing franchise and applicable law;

**WHEREAS**, the Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

**WHEREAS**, the Municipality has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

**WHEREAS**, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, improving, and operating the Cable System described herein were considered and found adequate and feasible;

**WHEREAS**, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission; and,

**WHEREAS**, imposition of the same burdens and costs on other franchised competitors by the Municipality is a basic assumption of the parties in this Agreement;

## **THEREFORE**

The Municipality and Franchisee agree as follows:



## **1.0 DEFINITION OF TERMS**

**1.1 “Affiliate”:** any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership and control with, the Franchisee.

**1.2 “Area Outage”:** a total or partial loss of video, audio, data or other signals carried on the “Cable System” in a location affecting five or more subscribers.

**1.3 “Cable Act”:** Title VI of the Communications Act of 1934, as amended.

**1.4 “Cable Service” or “Service”:** the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

**1.5 “Cable System”** (herein also referred to as “**System**”): the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data, or other forms of electronic, electromechanical, optical, or electrical signals for the purpose of delivering Cable Services. Nothing set forth herein shall be interpreted to prohibit Franchisee from providing non-Cable Services to subscribers as permitted by applicable federal or State law.

**1.6 “Capability”:** the ability of the “Franchisee” to activate a described technological or service aspect of the “Cable System” without delay.

**1.7 “Control”:** The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee’s affairs.

**1.8 “FCC”:** the Federal Communications Commission.

**1.9 “Franchise”:** the rights and obligations described in this document, and used interchangeably with the term “**Agreement**”.

**1.10 “Franchise Fee”:** the fee paid by the “Franchisee” to the “Municipality” in exchange for the rights granted pursuant to the “Franchise.”

**1.11 “Franchisee”:** Cablevision Systems Long Island Corporation, and its lawful successors and assignees.

**1.12 “Gross Receipts”:** The total annual subscription charges actually paid to and received by “Franchisee” from all Cable Service subscribers residing within the Municipality for: (i) “Video Programming” (as defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended) including without limitation, Cable Service related program guides, the

installation, disconnection or reconnection of Cable Services, revenues from late or delinquent charge fees, Cable Service related or repair calls, the provision of converters, remote controls, the additional outlets and/or other Cable Service related subscriber premise equipment whether by lease or fee; (ii) pay television and premium television channels; and (iii) pay-per-view and video on demand Cable Service over the Cable System;" (iv) revenue from the sale or lease of access channel(s) or channel capacity; (v) Franchise Fees imposed on Franchisee by the Municipality that are passed through from the Franchisee as a line item paid by the subscriber; (vi) a pro rata portion of all revenue derived by the Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Municipality. The allocation shall be based on the number of subscribers in the Municipality divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue. Gross Receipts includes compensation received by the Franchisee that is derived from the operation of the Franchisee's Cable System to provide Cable Services with respect to commissions that are paid to Franchisee as compensation for the promotion or exhibition of any products or services over the Cable system, such as "home shopping" or other similar channel, subject to the exceptions below. Subject to Section 34.1 of this Agreement, for the purpose of calculating Franchise Fees paid to the Municipality, Gross Receipts shall include revenue from Cable Service subscribers residing within the Municipality for DVR functionality in whatever manner such revenues are imposed and collected, i.e. whether billed to a subscriber, as an equipment fee, a functionality fee or other charge or fee.

Gross Revenue shall not include: Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders, as may be amended from time to time, and unless otherwise authorized in the future by a court of competent jurisdiction; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service

tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG Grant payments used for capital costs.

**1.13 “Municipality”:** the City of Glen Cove and/or its authorized representatives.

**1.14 “Municipal Law”:** all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and preempted by federal or State law or regulation.

**1.15 “NYSPSC”:** the New York State Public Service Commission or any successor State agency with similar responsibilities.

**1.16 “State”:** the State of New York.

**1.17 “Person”:** an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

**1.18 “Transfer of the Franchise”:** any transaction in which:

**1.18.1** a fifty percent (50%) ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

**1.18.2** the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-sections 1.18.1 and 1.18.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee.

## **PART I -- THE FRANCHISE**

### **2.0 GRANT OF FRANCHISE**

**2.1** Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Cable System within the streets, alleys, and public ways of the Municipality, as now exist and may hereafter be changed.

**2.2** Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as, in Franchisee's discretion, are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with Federal law, Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone, cable communications service or other utility transmissions, for the purposes described in this Section 2 and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.

**2.3** Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction, provided, however, that to the extent the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the Municipality pursuant to Municipal Law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required other than those necessary to offset the reasonable administrative costs of issuing such permit(s), for the right and/or privilege to install, repair or maintain such component..

**2.4** No privilege nor power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

### **3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE**

**3.1** This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places to the extent permitted under applicable law. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34 of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other public ways or public spaces shall not adversely impact the authority granted under this Agreement and shall not interfere, except as permitted by applicable law, with existing facilities of the Cable System.

### **4.0 TERRITORIAL LIMITS**

**4.1** The rights and privileges awarded pursuant to this Agreement shall relate to and cover the entire present territorial limits of the Municipality. In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

## **5.0 FRANCHISE SUBJECT TO LAW AND REGULATION**

**5.1** All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.

**5.2** All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.

**5.3** All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws, rules and regulations. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, rules, and regulations, such additional laws, rules, and regulations as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.

**5.4** The Municipality agrees to enforce all applicable law in a non-discriminatory manner against all providers of Cable Service doing business in the Municipality.

**5.5** Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

**5.6** The Mayor or other person as designated by the Municipality, shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require a vote of the Municipality's governing body.

## **6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS**

**6.1** Any work that requires the disturbance of any street or that will interfere with traffic shall be undertaken in accordance with Municipal Law.

**6.2** No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the prior written approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

**6.3** To the extent commercially practicable, all structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin or abut any of the said streets, alleys or other public ways and places. Existing poles, posts and other

structures of the electric power company or any telephone company or any other public utility that may be available to Franchisee shall be used to the extent commercially practicable in order to minimize interference with travel. Subject to the provisions of Section 34 of this Agreement, where both power and telephone utilities are placed underground, and to the extent commercially practicable, Franchisee's cable also shall be placed underground.

**6.4** Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures.

**6.5** In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced. In the event that any municipal property or private property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

**6.6** Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

**6.7** In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds to the extent practicable. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.

**6.8** Nothing in this Agreement shall hinder the right of the Municipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality and provided Municipality provides at least thirty (30) days' written notice to Franchisee.

**6.9** Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings

to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

## **7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE**

**7.1** Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior written consent of the Municipality, provided that such consent shall not be unreasonably withheld, delayed, or conditioned. In considering an application for the Transfer of the Franchise, the Municipality may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise.

**7.2** No consent of the Municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, for any transaction that is subject to approval by the NYSPSC, or for transactions otherwise excluded under Section 1.18 above.

## **8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT**

**8.1** *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the LFA shall then notify Franchisee in writing of the exact nature of the alleged (for purposes of this Article, the "Noncompliance Notice").

**8.2** *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) cure such noncompliance; or (ii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, Franchisee shall request an extension of time to cure which request shall not be unreasonably denied. Upon notification by Franchisee to the LFA of the cure of any noncompliance, and the LFA confirming such cure, the LFA shall provide written acknowledgment that such cure has been effected.

**8.3** *Public Hearing:* If Franchisee does not cure the noncompliance as required herein, the LFA shall schedule a public hearing to establish the noncompliance and to permit Franchisee to be heard on the question and to present evidence and arguments in its defense. . The LFA shall provide Franchisee thirty days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing.

**8.4** *Enforcement:* Subject to applicable federal and state law, if after the public hearing set forth in Section 8.3, the LFA determines that Franchisee is in default of any provision

of this Franchise, the LFA may:

**8.4.1** Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

**8.4.2** Commence an action at law for monetary damages or seek other equitable relief; or

**8.4.3** In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 8.5.

**8.5** *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 8.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

**8.5.1** At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

**8.5.2** Following the Revocation Hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA de novo. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

**8.5.3** The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

**8.6** *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law..

## **9.0 SEVERABILITY**



9.1 With the exception of material provisions as defined in Section 8.2 of this Franchise, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

#### **10.0 EFFECTIVE DATE AND TERM**

10.1 The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

10.2 Subject to Section 10.3, the term of this Agreement shall be ten (10) years from the effective date.

10.3 Should any change to state or federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which an operator may provide cable service in the Municipality, then Franchisee may, at its option, request that the Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the Municipality. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval.

### **PART II -- THE SYSTEM**

#### **11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS**

11.1 Franchisee shall comply with all applicable Federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, Federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, Franchisee shall take measures to ensure that the System shall meet or exceed all applicable technical and performance standards of Federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

#### **12.0 SYSTEM SPECIFICATIONS**

12.1 Subject to Federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this section.

**12.2** All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner to the extent practicable.

**12.3** Franchisee's System shall provide for a minimum channel capacity of not less than seventy-five (75) channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by federal or State law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

**12.4** The Franchisee shall take commercially reasonable steps to incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

**12.5** The design and construction of the System will include substantial utilization of fiber optic technology.

**12.6** The System shall be so designed as to enable Franchisee to provide Cable Service throughout the territorial limits of the Municipality. The System shall be so constructed so as to be capable of providing Cable Service to all residential housing units throughout the territorial limits of the Municipality, subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to offer Cable Service to any commercial or business customer that Franchisee is authorized to serve, subject to the provisions of Section 15.1.2.

### **13.0 SYSTEM PERFORMANCE STANDARDS**

**13.1** All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the Federal and State regulatory agencies having jurisdiction. Franchisee shall not be deemed to be out of compliance with this Section 13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.

**13.2** Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

### **14.0 SYSTEM MAINTENANCE AND REPAIR**

**14.1** Franchisee shall establish and take reasonable measures to adhere to maintenance policies that provide Service to subscribers at or above the performance standards set forth herein.

**14.2** When interruption of Service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will minimize inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

**14.3** Franchisee shall have a local or toll-free telephone number so that requests for repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

**14.4** The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain Service to each subscriber with the degree of quality specified herein.

### **PART III -- THE SERVICE**

#### **15.0 GENERAL SERVICE OBLIGATION**

**15.1** Franchisee shall provide Service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:

**15.1.1** With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Municipality and situated within one-hundred and fifty (150) feet from the trunk or feeder cable shall receive such Service at the standard installation charge. Underground installations and aerial installations in excess of 150 feet shall be charged to subscribers at Franchisee's actual cost.

**15.1.2** All commercial structures within the territorial limits of the Municipality shall be able to receive such Service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said Service.

**15.1.3** Franchisee shall extend the System to provide Service to all areas of the Municipality along public rights-of-way which have a density of twenty-five (25) residences per linear mile of aerial cable or greater, or areas with less than twenty-five (25) residences per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC.

**15.1.4** Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall require Franchisee to provide Service to any person who fails to abide by Franchisee's terms and conditions of service.

**15.1.5** Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under Federal and State law.

**15.2** It is agreed that Cable Service offered to subscribers pursuant to this Agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

## **16.0 MUNICIPAL AND SCHOOL SERVICE**

**16.1** Subject to Section 15 of this Agreement, and to Federal law and FCC rules and orders, upon written request from Municipality, Franchisee may provide, without charge within the Municipality, one service outlet activated for Basic Service to each School, Public Library, and such other Municipal office buildings as may be designated by the Municipality as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred fifty (150) feet of drop cable. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

**16.2** Subject to Federal law and FCC rules and regulations, upon written request from Municipality, Franchisee shall provide without charge basic cable modem service to the City Hall (or other place where the public business is conducted on behalf of the Municipality) in the Municipality as follows: (1) one standard installation; (2) one cable modem; (3) cable modem service for the term of this Agreement; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and service shall be provided for the City Hall (or other place where the public business is conducted on behalf of the Municipality), even if the City Hall (or other place where the public business is conducted on behalf of the Municipality) shall be comprised of more than one building.

## **16.3 AS USED IN THIS AGREEMENT, THE TERMS:**

**16.3.1** "School" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law.

**16.3.2** "Public Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to

the public, provided, however, that the term shall not include a professional, technical or public school library.

**16.3.3** “Municipal office buildings” shall mean the Municipality’s City Hall, its police, fire or ambulance corps buildings, and such other municipal buildings as specifically designated in Exhibit A herein but shall not include County and State office buildings.

**16.4.** In accordance with applicable provisions of the FCC’s 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the “621 Order”) and the Sixth Circuit Court of Appeals decision on appeal in the matter (the “Sixth Circuit Ruling”), within a reasonable period of time following the Effective Date, the Franchisee shall provide written notice to the LFA of its intention to implement the 621 Order’s requirements regarding the provision of free or discounted Cable Service and other in-kind services rendered to public buildings under a franchise agreement consistent with the Sixth Circuit Ruling.

## **17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS**

**17.1** Franchisee shall comply with applicable Federal and State law, rules, and regulations pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

**17.2** Franchisee shall provide the Municipality and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules, and procedures. Should Franchisee’s said policies, rules, and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

**17.3** In consideration of the grant of the rights in this Agreement for the term described herein, and subject to Section 17.3.1. and 17.3.2., Franchisee shall pay to Municipality, for the exclusive support of PEG access capital needs, an initial grant in the sum of two thousand dollars (\$2,000.00) (“The Initial Grant”), payment shall be made no later than sixty (60) days after the Effective Date. In addition to the Initial Grant, Franchisee shall pay to the Municipality the sum of twenty cents (\$.20) per subscriber per month for ten (10) years commencing on the Effective Date. Franchisee shall make 40 payments to the LFA during the term of the Franchise. Such payments shall be made no later than sixty (60) days following the end of each calendar quarter. The first payment shall be made no later than sixty (60) days following the end of the next succeeding calendar quarter following the Effective Date. Municipality shall use the funds described in this Section 17 only for PEG access capital support and for the sole benefit of Franchisee’s subscribers.

**17.3.1** By January 30 of each calendar year in which Franchisee has provided monetary support for PEG access capital needs pursuant to this Agreement, Municipality shall provide Franchisee with a written report detailing Municipality’s PEG-related expenditures, inclusive of expenditures for debt service, for the prior calendar year, certified by a representative of Municipality or the third-party organization administering access PEG activities, as applicable.

**17.3.2** The Municipality shall impose the same obligations as those in this Section 17.3 on all new and renewed providers of Cable Service in the Municipality.

**17.3.2.1** In any event, if any new or renewed franchise agreement contains obligations that are not substantially equivalent to the obligations imposed in this Section 17.3, Franchisee's aggregate obligations under Section 17.3 shall be reduced to a substantially equivalent amount. .

**17.4** To the extent permitted by and consistent with applicable law, Franchisee may, in its sole discretion, pass through to subscribers the costs of support for PEG access provided in this Agreement.

#### **PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY**

##### **18.0 FRANCHISE FEE**

**18.1** Beginning sixty (60) days after the effective date of this Agreement, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Receipts for the preceding calendar quarter (the "Franchise Fee"), provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on franchise fees established under applicable law and demanded, imposed and enforced against all other providers of Cable Service doing business in the Municipality. Such payment shall be made on a quarterly basis for the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Each such payment shall be due no later than forty-five (45) days after the close of each such period.

**18.2** Franchisee may use electronic funds transfer to make any payments to the Municipality required under this Agreement.

**18.3.** A brief report prepared by a representative of the Franchisee showing the basis for the Franchise Fee computation shall be provided to the Municipality.

**18.4.** Franchisee may, in its sole discretion, apply Franchise Fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law..

**18.5** Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the Municipality shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Municipality at any time during normal business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the Municipality. Following the notice period set forth herein, Franchisee shall make such books and records available to the Municipality at a mutually agreed upon location in the Municipality. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years from the date on which payment is due and payable from the

Franchisee to the Municipality, except that in the event the Municipality provides notice to the Franchisee of its intention to audit the Franchisee, Franchisee shall retain all records for a period of six (6) years of the date of said notification. Maintenance of records for longer than six (6) years shall not constitute a toll of the applicable statute of limitations under the law. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Municipality. The Municipality shall treat any information disclosed by Franchisee as proprietary and confidential under Section 87(2)(d) of the New York Public Officers Law, and shall only disclose it to employees, representatives, and agents thereof who the Municipality deems to have a need to know, or in order to enforce the provisions hereof. For purposes of this section, "proprietary and confidential" information includes, but is not limited to: information related to the Cable System design, trade secrets, Subscriber lists, marketing plans, financial information; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the Municipality receives a request under FOIL, or similar law for the disclosure of information that the Franchisee has designated as confidential, trade secret or proprietary, the Municipality shall notify the Franchisee of such request. If the Municipality determines in good faith that public disclosure of the requested information is required under FOIL, the Municipality shall so notify Franchisee and, before making the disclosure, shall give Franchisee a reasonable period of time to seek to obtain judicial redress to preclude disclosure. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551. If during the term of this agreement, Federal law is amended so as to permit a cable franchise fee in excess of 5% of gross revenues (as such term may be defined under applicable law), then, upon the written request of the Municipality to Franchisee, Franchisee agrees to re-open negotiations with Municipality on the topic of such franchise fee, provided Municipality makes the same request of all other cable service providers operating in the municipality and provided that, in the event Franchisee's negotiations with the Municipality result in an amendment to the Franchise to provide for a cable franchise fee in excess of 5%, Municipality requires at least the same franchise fee (measured as a percentage and definition of base of revenues subject to the fee) of all other cable service providers.

## **19.0 INDEMNITY AND INSURANCE**

**19.1** Franchisee shall purchase and maintain the following minimum coverage levels of commercial general liability insurance during the term of this Agreement that will protect Franchisee and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

**19.1.1** Bodily injury or death: \$1,000,000 per occurrence

**19.1.2** Property damage: \$1,000,000 per occurrence

**19.1.3** Excess liability or umbrella coverage: \$10,000,000 per occurrence

**19.2** The Municipality shall impose at least the same insurance obligations as those in this Section on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains insurance requirements that are lesser in amount

than the obligations imposed in this Section, Franchisee's obligations under this Section shall thereafter be reduced to an equivalent amount.

**19.3** Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, including reasonable attorneys' fees, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and by making available to Franchisee all relevant information under Municipality's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence or willful misconduct.

**19.4** Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance coverage referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or any of its parent companies, affiliates, subsidiaries or assigns.

**19.5** All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.

**19.6** Upon written request of the Municipality, Franchisee shall furnish to the Municipality copies of certificates of insurance in conformity with the requirements of this Franchise.

**19.7** Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the State of New York and approved by the Superintendent of the Department of Financial Services, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld or delayed.



## **20.0 RATES AND CHARGES**

**20.1** Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

**20.2** Franchisee shall comply with all notice requirements contained in Federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

## **21.0 EMPLOYMENT PRACTICES**

**21.1** Franchisee will not unlawfully refuse to hire, nor will it unlawfully bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

## **22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM**

**22.1** The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries in a timely fashion.

**22.2** When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee reasonably to test, analyze, and report on the performance of the System consistent with the requirements of NYSPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests). Franchisee shall cooperate fully with the Municipality and the NYSPSC in performing such testing.

**22.2.1** The Municipality may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests.

**22.2.2** The Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as reasonably necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law. Municipality shall notify Franchisee prior to conducting any inspection of the System, and Franchisee may require that it be present when the Municipality conducts such inspection.

**22.3** At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

## **23.0 MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS**

**23.1** The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.4.

**23.2** If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall reasonably determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred miles (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

#### **24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY**

**24.1** Upon written request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provisions of Section 25.

**24.2** Upon written request of the Municipality, Franchisee shall furnish to the Municipality such additional information and records with respect to the operation of the System in the Municipality, and the Cable Service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

**24.3** Subject to the requirements of Section 895.1(t) of the NYSPSC rules and regulations, any valid reporting requirement in this Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

#### **25.0 MANDATORY RECORD KEEPING**

**25.1** Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.

**25.2** The Franchisee shall maintain a full and complete set of plans, records, and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. Municipality specifically recognizes that "as built" maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25 and applicable law.

**25.3** All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's normal business hours upon reasonable request, subject to the provisions of Sections 25.4 through 25.6 and applicable privacy laws.

**25.4** Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, Municipality shall treat

all materials submitted by Franchisee as confidential and proprietary and shall make them available only to persons who must have access to such information in order to perform their duties on behalf of the Municipality.

**25.5** In the event Municipality receives request for disclosure of information provided by Franchisee to Municipality that Municipality believes in good faith it must provide under law, then Municipality shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records previously submitted to Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.

**25.6** If Franchisee determines in its reasonable sole discretion and subject to the municipality's right to seek judicial determination of the designation that information requested by Municipality contains proprietary or confidential data, or if records requested by Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to Municipality's request.

## **26.0 MUNICIPAL EMERGENCIES**

**26.1** Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NYSPSC's rules and regulations and the current New York EAS Plan in order that emergency messages may be distributed over the System.

## **PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER SERVICE REQUIREMENTS**

### **27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION**

**27.1** Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities.

### **28.0 EMPLOYEE IDENTIFICATION/TRAINING**

**28.1** Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.

**28.2** Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

**28.3** . Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this section shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents,

contractors or subcontractors pursuant to this Agreement, for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the Municipality.

## **29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM**

**29.1** Franchisee shall utilize a telephone system that shall meet, at a minimum, the standards set by Federal and State law.

**29.2** Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

## **30.0 MISCELLANEOUS PROVISIONS**

**30.1** Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

**30.2** The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).

**30.3** Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.

**30.4** Municipality and Franchisee shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the parties may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated herein.

**30.5** This Agreement supersedes all prior agreements and negotiations between Franchisee and Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

**30.6** This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

## **31.0 NOTICE**

**31.1** Notices required under this Agreement shall be in writing and shall be mailed, first class certified mail, return receipt requested, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

Notices to the Franchisee shall be mailed to:

Altice USA, Inc.  
1 Court Square West  
Long Island City, NY 11101  
Attention: Vice President, New York

With a copy to:

Cablevision Systems Long Island Corporation  
c/o Altice USA, Inc.  
1 Court Square West  
Long Island City, NY 11101

Attention: Legal Department

Notices to the Municipality shall be mailed to:

City of Glen Cove  
9-13 Glen Street  
Glen Cove, NY 11542  
Attention: Mayor

Notwithstanding anything herein to the contrary, all regulatory notices from Franchisee to the Municipality which are required pursuant to 47 C.F.R. Part 76 may be served electronically upon the Municipality, instead of by first class mail as described above, to an email address provided by the Municipality

## **PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE**

### **32.0 PERIODIC PERFORMANCE EVALUATION SESSIONS**

**32.1** Upon sixty (60) days prior notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation, absent repeated and material customer complaints. All performance evaluation meetings shall be open to the public.

**32.2** Not less than thirty (30) days prior to any performance evaluation sessions, Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation session shall be within the regulatory authority of Municipality and reasonably related to the offering of Cable Service in the Municipality, and may include System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, Federal or State filings.

**32.3** During review and evaluation, Franchisee shall reasonably cooperate with the Municipality and shall provide such information, and documents, as the Municipality may reasonably need to perform its review, subject to the provisions of Section 25 of this Agreement.

**32.4** Each performance evaluation session shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.

**32.5** No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

### **33.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS**

**33.1** Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or provisions is identified in writing by the Municipality, and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.

**33.2** Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8 and provided however that the claimed breach has occurred no later than six (6) years prior to Municipality providing notice to Franchisee. The failure of the Municipality to enforce any of the terms of this Agreement shall not be deemed a waiver of the Municipality's right to strictly enforce the terms of the Agreement with respect to any future acts or failure to act of the Franchisee.

### **34.0 COMPETITIVE FAIRNESS**

**34.1** In the event that the Municipality grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The Municipality shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar

authorization. If Franchisee believes that a proposed franchise, franchise renewal or similar authorization contains material provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the Municipality in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the Municipality approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms herein, upon the effective date of the other franchise, franchise renewal or similar authorization. For purposes of this Agreement the term “material provision” or “material provisions” shall mean the following sections of this Franchise (including any referenced definitions in Section 1): Section 15; Section 16; Section 17; Section 18; and Section 19.

**34.2** In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right to petition for Franchise Agreement amendments that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee’s belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The Municipality shall not unreasonably deny Franchisee’s petition.

**34.3** Nothing in this Section 34 shall be deemed a waiver of any remedies available to Franchisee under Federal, State or Municipal Law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

## **35.0 APPROVAL OF THE NYSPSC**

**35.1** The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable Federal, State and local law, the Rules and Regulations of the FCC, the NYSPSC, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC.

**[SIGNATURE PAGE TO FOLLOW]**

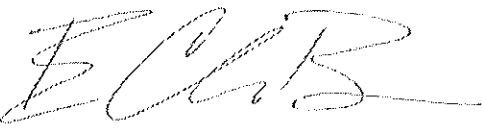
**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this Agreement as of the date written below.

City of Glen Cove

BY: \_\_\_\_\_

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

CABLE SYSTEMS LONG ISLAND CORPORATION

BY: 

Chris Bresnan , Vice President, Government Affairs

Date: 12/5/2025

**EXHIBITS:**

Exhibit A: Municipal Buildings to be Provided Free Cable Service



**EXHIBIT A**

**MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**

JUSTIN O'CONNOR  
Director



## Department of Motor Vehicles

(518) 474-0972  
Fax (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE  
6 EMPIRE STATE PLAZA • ALBANY, NY 12228

August 25, 2025

8c

Pietro DiMaggio  
Lieutenant  
Glen Cove City Police Department  
1 Bridge Street  
Glen Cove, NY 11542-2514

Re: PTS-2026-Glen Cove City PD -00072-(030)  
Police Traffic Services  
T007510  
CFDA #: 20.600  
EFFECTIVE DATE: October 1, 2025

Dear Lieutenant Pietro DiMaggio:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Glen Cove City Police Department has been awarded a total of \$10,320 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$2,400
Regular PTS Enforcement	\$7,920
Other Than Personal Services	\$0
<b>Grand Total</b>	<b>\$10,320</b>

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee.

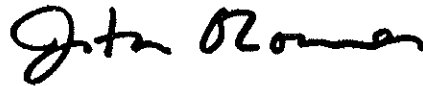
Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

**TrafficSafety.ny.gov**

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin O'Connor". The signature is fluid and cursive, with the first name "Justin" and last name "O'Connor" clearly distinguishable.

Justin O'Connor  
Director

JMO:bp  
Enclosure

## CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (see below) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to [GTSCContracts@dmv.ny.gov](mailto:GTSCContracts@dmv.ny.gov).
4. The Signature page with the original "wet" signatures must be mailed to:  
New York State Governor's Traffic Safety Committee  
Attn: Contract Coordinator  
6 Empire State Plaza, Room 410  
Albany, NY 12228
5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

### **Authorized Representative:**

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract on the dates below their signatures.

CONTRACTOR:

GLEN COVE CITY OF

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

Printed Name

Title: \_\_\_\_\_

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

STATE AGENCY:

New York State Governor's Traffic Safety Committee

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

Mary Arthur

Printed Name

Title: Program Manager

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

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name &amp; Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T007510</p> <p>CONTRACT TYPE (select one):</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p> <p>GLEN COVE CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal (list periods)</p> <p><input type="checkbox"/> Amendment (list periods)</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000000802</p> <p>Federal Tax ID Number: 116000350</p>	<p>PROJECT NAME:</p> <p>Police Traffic Services - PTS (PTS-2026-Glen Cove City PD -00072-(030))</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 20,600</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>9 GLEN ST GLEN COVE, NY 11542</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>9 GLEN ST</p> <p>GLEN COVE, NY 11542</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>1 BRIDGE STREET GLEN COVE, NY 11542</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p> <p>pdimaggio@glencovepd.org</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

# STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 10/01/2025                      To: 09/30/2026</p> <p><b>AMENDED TERM:</b></p> <p>From:                                      To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b></p> <p><i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i></p> <p>CURRENT:        \$10,320</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State</p> <p><input checked="" type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
---	---

**ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):**

☒ Appendix A

☒ Attachment A:

☒ Attachment B:

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting

☐ Other:

☒ A-1 Agency Specific Terms and Conditions

☒ A-2 Program Specific Terms and Conditions

☒ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☒ B-1 Expenditure Based Budget

☐ B-2 Performance Based Budget

☐ B-3 Capital Budget

☐ B-4 Net Deficit Budget

☐ B-1(A) Expenditure Based Budget (Amendment)

☐ B-2(A) Performance Based Budget (Amendment)

☐ B-3(A) Capital Budget (Amendment)

☐ B-4(A) Net Deficit Budget (Amendment)



**STATE OF NEW YORK  
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement"), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

**WHEREAS**, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Order of Precedence:** In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)<sup>1</sup>, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

<sup>1</sup> For modifications required by the Federal government see Section I(M).

**B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

**E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

**H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

**I. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any

county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

**J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**K. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

**L. Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

**M. Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

**N. Renewal:**

**1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

**2. Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

## II. TERMINATION AND SUSPENSION

### A. Termination:

#### 1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

#### 2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

#### 3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real

property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

#### **4. Suspension:**

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

### **III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

#### **B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the

terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### **C. Use of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

#### **D. Property:**

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169- 2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash

and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

#### **F. Confidentiality:**

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.



6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

#### **G. Publicity:**

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III (F)(2) (Publicity) hereof.

#### **H. Web-Based Applications-Accessibility:**

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by the New York State Governor's Traffic Safety Committee and any report on the results of such testing must be satisfactory to the New York State Governor's Traffic Safety Committee.

#### **I. Unemployment Insurance Compliance:**

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in

lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

#### **J. Charities Registration:**

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

#### **K. Vendor Responsibility:**

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

#### **L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

## **APPENDIX A**

### **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## STANDARD CLAUSES FOR NYS 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 let pursuant to Article XI of the State Finance Law 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 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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 \$25,000, 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. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. **WORKERS' 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 CERTIFICATION.** 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, the Contractor agrees, as a 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 of 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. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section



312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. 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.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. 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.

**17. 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.

**18. 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.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@csd.ny.gov](mailto:mwbebusinessdev@csd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY**

**CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**ATTACHMENT A-1  
AGENCY SPECIFIC TERMS AND CONDITIONS**

**Notices to the State shall be addressed to:**

New York State Governor's Traffic Safety Committee  
Attn: Program Manager  
6 Empire State Plaza, Room 410B  
Albany, NY 12228

**Notices to the Contractor shall be addressed to:**

Pietro DiMaggio  
Lieutenant  
City of Glen Cove Police Department  
1 Bridge Street  
Glen Cove, NY 11542

or

Email: [pdimaggio@glencovepd.org](mailto:pdimaggio@glencovepd.org)

**End of Attachment A-1 – Agency Specific Terms and Conditions**

**ATTACHMENT A-2**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS**

**DATE OF PROJECT** - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

**GRANT MODIFICATIONS** - Grant modifications must be requested through the eGrants system and approved by the GTSC **BEFORE** the activity takes place or the item is ordered/purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

**PAYMENTS** - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in the Attachment D (Payment and Reporting) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachment section of the claim by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Items approved in the budget should be ordered by July 31 and must be received by September 30.

Equipment that costs \$10,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

**REPORTING** - The Attachment D (Payment and Reporting) section of this contract outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 14, 2026, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated progress report is submitted.

**MONITORING** - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one year period.

#### **POLICE TRAFFIC SERVICES GRANT PROGRAM CONDITIONS:**

The contractor must provide GTSC occupant protection roll-call training materials to all patrol officers working on grant related activities for them to review. For a copy of the training materials, contact the Governor's Traffic Safety Committee at [gtsc@dmv.ny.gov](mailto:gtsc@dmv.ny.gov).

Participation in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization campaign is a requirement of the Police Traffic Services grant program. Lack of participation will result in the end of funding for the remainder of the grant year.

During the two-week Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization, grant funding can **only** be used to conduct occupant restraint enforcement.

Contractors are expected to enforce seat belt and child restraint laws throughout the grant cycle.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- Seat belt and child restraint violations.
- Speeding violations.
- Aggressive driving violations.
- Distracted driving violations.
- No Empty Chair enforcement initiatives (all five days of enforcement campaign).
- Pedestrian safety violations.
- Motorcycle safety violations.
- Passing stopped school buses violations and Operation Safe Stop participation.
- Participation in other special enforcement campaigns identified by the GTSC.
- Routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions).

GTSC funding may NOT be used for the following types of enforcement:

- Motorcycle only details
- Impaired driving details (with the exception of the last day of the No Empty Chair enforcement initiative)
- Commercial vehicle inspection operations, weight details or any other activity relating solely to commercial vehicles

**End of Attachment A-2 - Program Specific Terms and Conditions**

**ATTACHMENT A-3**  
**FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS**

**FEDERAL POLICY** – Policies and procedures of the following federal statutes and regulations may be applicable:

Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

**NONDISCRIMINATION**

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));



- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

#### **POLITICAL ACTIVITY (HATCH ACT)**

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

##### **Instructions for Primary Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed

covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA**

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using

Federal funds. Buy America requires a contractor, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## CERTIFICATION ON CONFLICT OF INTEREST

### GENERAL REQUIREMENTS

No employee, officer, or agent of a Contractor or its subcontractor who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contracts or subcontract, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subcontract. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subcontract. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the contractor's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subcontractors, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The contractor shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

### DISCLOSURE REQUIREMENTS

No Contractor or its subcontractor, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The contractor shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to the State. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. The state will forward the disclosure to NHTSA. NHTSA will review the disclosure and may require additional relevant information from the subcontractor. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any contractor, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a contractor, and the officers, employees or agents of a contractor who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**End of Attachment A-3 - Federally Funded Grants and Requirements Mandated by Federal Laws**

**ATTACHMENT B  
BUDGET**

**Budget Type: B-1 Expenditure Based Budget**

Contract Periods

Contract Type:      **Fixed Term Agreement**  
Contract Term:      **10/01/2025 to 09/30/2026**  
Contract Amount:    **\$10,320.00**

Contract Period Information Details

For Fixed Term contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Work Plan Indicator is provided to represent whether these details are included on the following pages.

**Contract Period Information**

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Work Plan Indicator
1	10/01/2025 - 09/30/2026	\$10,320.00			X	X

**ATTACHMENT B-1  
EXPENDITURE BASED BUDGET  
SUMMARY**

**PROJECT NAME:** Police Traffic Services - PTS  
(PTS-2026-Glen Cove City PD -00072-(030))

**CONTRACTOR NAME:** GLEN COVE CITY OF

**CONTRACT PERIOD NUMBER:** 1

**CONTRACT PERIOD:** From: 10/01/2025  
To: 09/30/2026

**Personal Services:**

Number of Seat Belt Mobilization Enforcement Hours (During May 18 through May 31), and hourly pay rate.<sup>1</sup>

Number of Hours	Hourly Rate	Total Personal Services
20	\$120.00	\$2,400.00

Number of regular PTS Enforcement Hours and hourly pay rate.<sup>1</sup>

Number of Hours	Hourly Rate	Total Personal Services
66	\$120.00	\$7,920.00

<sup>1</sup>Hourly pay rate - Estimate of average pay rate of eligible officers for budgeting purposes, rounded to the nearest dollar.  
However, agency must request reimbursement for actual officer pay rates.  
GTSC does not reimburse fringe benefits costs on overtime.

**Other Than Personal Services**

Other costs must be related to grant activity. Each item must be listed separately and justified, or it will not be considered for funding.

Item	Justification	Item Cost

**Total Other Than Personal Services:** \$0.00

**Total Funding Request:** \$10,320.00



**ATTACHMENT C  
WORK PLAN  
SUMMARY**

**PROJECT NAME:** Police Traffic Services - PTS  
(PTS-2026-Glen Cove City PD -00072-(030))

**CONTRACTOR NAME:** GLEN COVE CITY OF

**CONTRACT PERIOD NUMBER:** 1

**CONTRACT PERIOD:** From: 10/01/2025  
To: 09/30/2026

**General:**

Police Traffic Services (PTS) funding is intended to be used for supplemental, overtime traffic enforcement/engagement hours by police agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. The goal of this program is to reduce motor vehicle crashes and their resulting injuries and deaths.

Special conditions relating to the Police Traffic Services grant program are provided in the Attachment A-2 (Program Specific Terms and Conditions) section of this contract.

Items mentioned in the Attachment C (Work Plan Summary) are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

**Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” Campaign:**

Buckle Up New York (BUNY), “Click It or Ticket (CIOT)”, is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use.

Contractor must participate in the Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization that will take place May 18 – May 31, 2026. No other enforcement activities will be funded during the two-week mobilization period.

Lack of participation in the required Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

The Click It or Ticket section of the Work Plan is what the Contractor identified as their planned seat belt enforcement strategies during the Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization.

**Regular PTS Enforcement:**

The Regular PTS section of the Work Plan is what the Contractor identified as their jurisdictions crash problems, enforcement strategies, and their agency’s crash reduction goals.

## CLICK IT OR TICKET

Buckle Up New York (BUNY), "Click It or Ticket" (CIOT), is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use. The Governor's Traffic Safety Committee (GTSC) has set a strategic goal to increase the observed statewide seat belt use rate and to decrease unrestrained occupant fatalities in passenger vehicles. The strategies identified for accomplishing these goals include high visibility enforcement; public information and education.

**Lack of participation in the required Click It or Ticket seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.**

**No other enforcement activities will be funded during the two-week mobilization period.**

1. This agency will participate in the Click It or Ticket seat belt enforcement mobilization that will take place May 18 – May 31, 2026. ☒
2. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization progress report by June 14, 2026—two weeks after conclusion of the Click It or Ticket mobilization. ☒
3. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization claim for payment by July 1, 2026. ☒
4. How many dedicated seat belt details does your agency plan to staff during the Click It or Ticket enforcement period? 8
5. This agency will plan inter-agency enforcement details: Yes ☐ No ☒  
If yes, list at least one partner agency:
6. This agency will conduct a pre- or post-mobilization seat belt compliance survey: Yes ☐ No ☒
7. This agency will conduct at least one enforcement detail between the hours of 4:00 pm and 8:00 pm:  
Yes ☒ No ☐
8. In the space below, provide information about your planned seat belt enforcement operations, such as locations to be used, tactics, creative approaches, etc.  
**social media (facebook), visual information signs**  
**Earned media** refers to publicity gained through promotional efforts other than paid media advertising. This includes outreach to local news outlets and/or social media to promote the use of occupant restraints. **Media kits are available on line** at <https://www.trafficsafetymarketing.gov/get-materials/seat-belts>
9. This agency will conduct earned media efforts prior to or during the 2026 Click It or Ticket enforcement mobilization Yes ☒ No ☐  
List outreach:  
**visual information signs and various social media platforms**
10. Provide GTSC occupant protection roll-call training materials to all patrol officers working on grant related activities for them to review. For a copy of the training materials, contact the Governor's Traffic Safety Committee at [gtsc@dmv.ny.gov](mailto:gtsc@dmv.ny.gov).  
YES, we will incorporate this ☒

## **End of Click It or Ticket Work Plan**

## REGULAR PTS

### Location 1

1. Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any crash hotspot within your jurisdiction like an intersection or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance.

Brewster Street which changes street names to Forest Avenue at School Street. This is a commercial as well as a school zone district with numerous traffic signal lights. There is heavy bicycle and pedestrian traffic along this corridor. Of the six hundred nineteen motor vehicle accidents that occurred in the city during FFY 2024, thirty-one (31) of them were physical injury crashes.

2. What is/are the primary contributing factor(s) causing these crashes?

Failure to yield right of way (23%), Driver Inattention/distraction (14%), and passing/improper lane usage (13%).

3. When are these crashes occurring (time of day, day of week)?

Monday (16), Wednesday (20), Thursday (18), and Friday (15). The top crash times were 7:00am-3:00pm (61) and 4:00pm-8:00pm (52).

4. Enforcement Strategy: How will you deploy agency resources to address this problem?

Fortunately, this commercial district and school zone corridor lends itself well to both stationary and roving patrols. These patrols will focus primarily on failure to yield right of way, driver inattention/distraction, and passing/improper lane usage violations from Monday through Friday during the hours of 7:00am to 8:00pm. We will also incorporate unmarked and non-traditional vehicles.

5. The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal for this location in a percentage or total number.

Our goal is to reduce total crashes by 5% and reduce physical injury crashes by 10%.

### Location 2

1. Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any crash hotspot within your jurisdiction like an intersection or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance.

Glen Street which changes names to Cedar Swamp Road at the Glen Street Railroad Station. This section of roadway is also a commercial and school zone district. Of the six hundred nineteen motor vehicle accidents that occurred in the city during FFY 2024, seventy-four of them were in this corridor; twenty-four (24) of them involved physical injuries.

2. What is/are the primary contributing factor(s) causing these crashes?

Failure to yield right of way(23%), Passing/Improper lane usage (14%), and following too closely (9%)

3. When are these crashes occurring (time of day, day of week)?

Monday (13), Tuesday (12), Friday (14), and Saturday (15). The top crash times were from 11:00am to 7:00pm (58).

4. Enforcement Strategy: How will you deploy agency resources to address this problem?

This commercial district and school zone corridor also lends itself well to both stationary and roving patrols. These patrols will focus primarily on failure to yield right of way, driver inattention/distraction, and passing/improper lane usage violations from Monday through Friday during the hours of 11:00am to 7:00pm. We will also incorporate unmarked and non-traditional vehicles.

5. The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal for this location in a percentage or total number.

Our goal is to reduce total crashes by 7% and physical injuries by 5%.

Supporting data used above was obtained from (check all that apply):

Crash Ticket Data Table from ITSMR; ☐

TSSR; ☐

TraCS; ☒

County Crash Dashboard; ☒

Agency Data; ☒

Other: ☐

Check **voluntary** enforcement initiatives your agency plans to participate in from the list below.

Distracted Driver Campaigns; ☒

Operation Safe Stop; ☒

No Empty Chair; ☒

Pedestrian Safety Enforcement Mobilization; ☒

Speed Awareness Enforcement Mobilization; ☒

Regional or multi-agency enforcement waves that support GTSC goals (must not be an impaired wave (with the exception of the last day of the No Empty Chair enforcement initiative), commercial motor vehicle inspection or motorcycle only checkpoint.) ☐

**End of Regular PTS Work Plan**

**ATTACHMENT D**  
**PAYMENT AND REPORTING**

**A. General Terms and Conditions:**

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

#### **B. Advance Payments and Claiming Requirements:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

#### **Schedule A: Claiming Requirements**

Period 1: October 1, 2025 – September 30, 2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2025 – 12/31/2025	01/30/2026
2	Quarterly Reimbursement	01/01/2026 – 03/31/2026	04/30/2026
3	Seat Belt Mobilization	05/18/2026 – 05/31/2026	07/01/2026
4	Quarterly Reimbursement	04/01/2026 – 06/30/2026	07/30/2026
5	Quarterly Reimbursement	07/01/2026 – 09/30/2026	10/30/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

#### **C. Refunds:**

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

#### **D. Progress Reporting Requirements:**

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

#### **Schedule B: Progress Reporting Requirements**

Period 1: October 1, 2025 – September 30, 2026			
Progress Report	Report Type	Report Period	Due Date
1	Work Plan Based	10/01/2025 – 03/31/2026	04/15/2026
2	Work Plan Based	05/18/2026 – 05/31/2026	06/14/2026
3	Work Plan Based	10/01/2025 – 09/30/2026	10/15/2026

#### **E. Special Payment and Reporting Provisions**

##### **Claims for Reimbursement:**

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in this Attachment D (Payment and Reporting).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachments section of the claim by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

##### **Reports:**

This Attachment D (Payment and Reporting) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in addition to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 14, 2026, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated



progress report is submitted.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

**End of Attachment D - Payment and Reporting**

BRUCE A. BLAKEMAN  
COUNTY EXECUTIVE



8D

L.D. NEVIN  
MISSIONER

PUGLIESE  
MISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF HUMAN SERVICES  
Office for the Aging  
60 Charles Lindbergh Boulevard, Suite #260  
Uniondale, New York 11553-3691  
516-227-8900/FAX 516-227-8972  
seniors@hhsnassaucountyny.us

12/1/25

Pamela Panzenbeck, Mayor  
City of Glen Cove, City Hall, Senior Center  
9 Glen Street  
Glen Cove NY, 11542

Dear Honorable Panzenbeck,

We are pleased to inform you that we are amending and extending your current contract in the sum of **\$340,000** for your Title IIIB and Title IIIC-1 of the Older Americans Act programs, for an additional year; funding period of January 1, 2026 through December 31, 2026. Individual budgets must be developed for each program based on the following amounts.

Program	Award Amount	Income	Number of Meals
Title IIIB	\$130,000	\$9,000	N/A
Title IIIC-1	\$210,000	\$50,000	26,000
<b>TOTAL</b>	<b>\$340,000</b>	<b>\$59,000</b>	<b>26,000</b>

This award is being made with the understanding that if there are reductions in federal, state or county funding, the contract amount is subject to change.

AN OFFICIAL GRANT AWARD CAN BE MADE ONLY AFTER FINAL REVIEW AND APPROVAL OF THE COMPLETED CONTRACT AND BUDGET FORMS BY THE OFFICE, THE COUNTY EXECUTIVE, AND THE COUNTY LEGISLATURE. THEREFORE, NO PUBLIC ANNOUNCEMENT MAY BE MADE UNTIL THE CONTRACT HAS BEEN FULLY EXECUTED

Thank you for your continued efforts to serve the older adults of Nassau County.

Sincerely,

Debbie Pugliese, Deputy Commissioner  
Office for the Aging  
Department of Human Services  
60 Charles Lindbergh Boulevard  
Uniondale, NY 11553-3687

## AMENDMENT NO. 6

THIS AMENDMENT, (together with any schedules, appendices, attachments and exhibits, if any, this "Amendment"), dated as the date that this Amendment is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting for and on behalf of the Nassau County Department of Human Services, Office for the Aging, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553-3687 and (ii) City of Glen Cove, a municipal corporation, having its principal office at City Hall, 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

### W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQHS20000008 between the County and the Contractor, executed on behalf of the County on April 9, 2020 as amended by Amendment No. 5 (Collectively, the "Original Agreement"), the Contractor performs certain services for the County in connection with services/ program which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services") and Attachment A; and

WHEREAS, the term of the Original Agreement as amended is from January 1, 2020 through December 31, 2025 (the "Original Term"); and

WHEREAS, the maximum amount that the County agrees to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Million Four Hundred Eighty-Five Thousand Three Hundred Eighty-Eight and 00/100 Dollars (\$2,485,388.00) (the "Maximum Amount"); and

WHEREAS, the parties are desirous of extending the term of the Original Agreement for an additional year and increasing the Maximum Amount of the Original Agreement by Three Hundred Forty Thousand and 00/100 dollars (\$340,000.00).

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The term of the Original Agreement is hereby extended through December 31, 2026.
2. Services. The scope of services under this Amendment is to include the continuation and expansion of services as set forth in attachment A of the original agreement.
3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Forty Thousand and 00/100 dollars (\$340,000.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Million Eight Hundred Twenty-

Five Thousand Three Hundred Eighty-Eight and 00/100 Dollars (\$2,825,388.00) (the "Amended Maximum Amount").

4. Payments. The additional funding authorized under this Amendment shall be payable in advance at the same percentage as provided under the Original Agreement, with the remaining balance paid on a reimbursement basis.

5. Budget. The budget referred to in Section 3 (h) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit A attached hereto (such amended budget, the "Amended Budget").

6. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

City of Glen Cove

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

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

Title: \_\_\_\_\_

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

NASSAU COUNTY

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

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

Title: County Executive

☐ Title: Chief Deputy County Executive

☐ Title: Deputy County Executive

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

**PLEASE EXECUTE IN BLUE INK**

STATE OF NEW YORK)  
COUNTY OF NASSAU)

)ss.:  
\_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)  
COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**GLEN COVE SENIOR CENTER**  
**SOCIAL WORKER AGREEMENT**

AGREEMENT made as of this 1 day of January, 2026, by and between Sherri Meagher, with offices at 47 Fenwick Street, Greenlawn, NY 11740 (hereinafter referred to as "SM"), 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 SM to provide social work services for the Glen Cove Senior Center; and

**WHEREAS**, SM is willing to provide social work services at the Glen Cove Senior Center for the benefit of its members 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**: SM will provide social work services at the Glen Cove Senior Center, during the twelve (12) months of 2026, commencing January, 2026, and ending December, 2026, to provide members of the Senior Center social work services.

2. **COMPENSATION**: For the services to be provided by SM, the City will pay (23) payments of \$1,577.33 and (1) payment of \$1,577.41 to be paid twice per month, for 12 months and for a total cost of \$37,856.00. The City shall not be responsible for any costs or expenses SM may incur to provide the services described herein, and SM shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR**: SM understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. SM 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 SM, nor shall SM 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 SM or any employee of SM. SM 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, 2026, through December 31, 2026, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** SM will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. SM 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:** SM 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, SM shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to SM 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 SM are responsible for the claim does not relieve SM 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 SM asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

SM 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 SM or anyone directly or indirectly employed by SM. 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:** SM hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, SM 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

Sherri Meagher

by: Sherri Meagher  
Member

8F

**AGREEMENT****Date: 11/25/2025**

This Agreement (this "**Agreement**") is entered into and effective as of 01/01/2026 (the "**Effective Date**") by and between Musical Health Technologies, LLC, having its principal place of business at 1010 Wilshire Boulevard, Suite 211, Los Angeles, California 90017 ("**MHT**") and the customer set forth below ("**Customer**").

Customer: City of Glen Cove / Glen Cove Adult  
Day Program  
Address: 130 Glen St, Unit A, Glen Cove, NY  
Zip: 11542  
Contact: Amanda Freeman  
Title: Adult Day Program Director

Phone: (516) 759-9610  
Fax: \_\_\_\_\_  
Email: afreeman@glencoveny.gov

1. **AGREEMENT STRUCTURE.** This Agreement and the attached Master Terms and Conditions (the "**Master Terms**") are referred to, collectively, as the "**Agreement**."

2. **PROGRAM AND PRICING.** Customer selects and orders the following music therapy training program (each, a "**Program**") at the corresponding fees (the "**Program Fees**"):

<input checked="" type="checkbox"/> Prime Group (1 Toolkit) <b>Set Up Fee (36% Discount):</b> \$125 (One-Time Fee)  <b>Annual License Fee (37% Discount):</b> 1 community X \$95 / month = \$1,140 / year  <b>Total Prime Group Costs</b>	<table> <tr> <td>Set Up Fees</td><td>\$ 125</td></tr> <tr> <td>Annual Fees</td><td>\$1,140</td></tr> <tr> <td><b>Total Prime</b></td><td><b>\$1,265</b></td></tr> <tr> <td><b>Total</b></td><td><b>\$1,265</b></td></tr> </table>	Set Up Fees	\$ 125	Annual Fees	\$1,140	<b>Total Prime</b>	<b>\$1,265</b>	<b>Total</b>	<b>\$1,265</b>
Set Up Fees	\$ 125								
Annual Fees	\$1,140								
<b>Total Prime</b>	<b>\$1,265</b>								
<b>Total</b>	<b>\$1,265</b>								

3. **PAYMENT TERMS.** Customer agrees to pay the Program Fees set forth above as follows:

- ☐ 100% upon execution of this Agreement  
☒ \$125 Total Setup Fee + \$95 / month payments

4. **SPECIAL TERMS.** To the extent provided below, MHT and Customer agree to the following special terms (the "**Special Terms**"):

The term of this Agreement is for a twelve-month period. Client will notify MHT if they choose to renew for an additional period as this Agreement will NOT automatically extend at the end of the initial twelve-month period.

*Discounted Pricing Valid for 30 days from date of quotation.*

If the Special Terms contradict or are otherwise inconsistent with the Master Terms, then the Special Terms shall control.



5. **GENERAL.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. This Agreement may be amended only by a written document signed by both parties expressly referencing this Agreement and the terms being amended.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**MHT:**

**CUSTOMER:**

Signed: *Carlos Fletes*  
Name: Carlos Fletes  
Title: VP Operations  
Date: 12/1/2025

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# LAW OFFICE OF VINCENT TOOMEY

VINCENT TOOMEY\*  
THOMAS J. MARCOLINE\*\*  
HEATHER P. HARRISON

3000 MARCUS AVENUE, SUITE 1W10  
LAKE SUCCESS, NEW YORK 11042

516-358-5690

ASSOCIATE  
JASMINE L. BROWN

\*ALSO MEMBER CONNECTICUT BAR  
\*\*ALSO MEMBER MASSACHUSETTS BAR

January 5, 2026

86

Via Email – [thenderson@glencoveny.gov](mailto:thenderson@glencoveny.gov)

Tip Henderson  
Glen Cove City Attorney  
9 Glen Street, Office 304  
Glen Cove, New York 10550

Re: Retention Agreement

Dear Mr. Henderson:

This is to confirm the City of Glen Cove's (the City) retention of the Law Office of Vincent Toomey (the Firm) as special labor counsel for purposes of representing the City's interests in collective bargaining with its PBA Union.

In this role, we would meet with City Officials to assist in preparing its proposals and in reviewing proposals submitted by the Union. After evaluating the proposals, we would make recommendations on bargaining strategy including appropriate counter proposals. A partner from my office will, upon request, appear at bargaining sessions along with other representatives selected by the Mayor. On occasion, based upon necessity, another attorney from my office may also appear. Each of our attorneys have extensive experience in collective bargaining.

Upon reaching the agreement with the Union, we will prepare all necessary documents needed for approval by the City Council and prepare a new collective bargaining agreement.

In the event impasse proceedings are required under the State's Taylor Law, we would also represent the City's interests in those and related proceedings.

Our fee for the services set forth above will be three hundred thirty dollars an hour (\$330) for partner time and attorneys who are counsel to the Firm, two hundred fifty dollars (\$250) for associate attorney time and one hundred twenty-five dollars (\$125) an hour for paralegal time. The City will be billed for legal fees and reasonable expenses incurred on a monthly basis and payment is expected within thirty days of the date of the invoice.

Tip Henderson, Esq.  
January 5, 2026  
Page 2

If this agreement is acceptable, please have an authorized City official countersign a copy of this letter and return it to my office. We look forward to working with you, the Mayor and other City officials.

Very truly yours,

LAW OFFICE OF VINCENT TOOMEY

A handwritten signature in black ink that reads "Vincent Toomey" followed by a stylized flourish or initials.

Vincent Toomey

---

Agreed and accepted  
on behalf of the City of  
Glen Cove

cc: Donna M. McNaughton

8H



## Proposal of Insurance

### City of Glen Cove

9 Glen Street  
Glen Cove, NY 11542

Presentation Date: January 5, 2026

Arthur J. Gallagher Risk Management Services, LLC  
AIG License Nos. IL 100292093 / CA 0D69293



**Gallagher**

Insurance | Risk Management | Consulting

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## 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 Dina</b> Area Senior Vice President	Co – Producer	<a href="mailto:John_Dina@ajg.com">John_Dina@ajg.com</a>	(516) 622-2417 (p)
<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 (p)
<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 (p)
<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 (p)
<b>Jessica Padalino</b> Claims Advocate	Claims Advocate (P&C)	<a href="mailto:Jessica_Padalino@ajg.com">Jessica_Padalino@ajg.com</a>	(518) 533-6806 (p)

## 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.

<i>Line Of Coverage</i>	<i>Insurance Company ** (AM Best Rate/Financial Strength)</i>	<i>Market Response *</i>	<i>Admitted ***</i>
Package	U.S. Specialty Insurance Company (A++ XV)	Recommended Quote	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

Carrier Information	Expiring	Proposed
Policy Term	01/13/2020 - 01/13/2021	01/13/2020 - 01/13/2021
Carrier	U.S. Specialty Insurance Company	U.S. Specialty Insurance Company
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Quarterly Instalments	Quarterly Instalments
Payment Method	Agency Bill	Agency Bill

## Package - General Liability

Standard Coverages	Expiring	Proposed
General Liability:		
Per Occurrence	\$1,000,000	\$1,000,000
Aggregate	\$3,000,000	\$3,000,000
Sexual Abuse Endorsement	\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000
Damage to Premises Rented to you	\$1,000,000	\$1,000,000
Medical Payments	\$10,000	\$10,000
Pesticide or Herbicide:		
Per Occurrence	\$1,000,000	\$1,000,000
Aggregate	\$1,000,000	\$1,000,000
Failure of Dam, Reservoir, Levee, Dike Coverage	Included	Included
Emergency Response Operations	Included	Included
Sewer Backup Liability	Included	Included
Employee Benefits Liability		
Per Occurrence	\$1,000,000	\$1,000,000
Aggregate	\$3,000,000	\$3,000,000

Optional Coverages	Expiring	Proposed
Self Insured Retention - General Liability - Subject to - Occurrence	\$250,000	\$250,000
Self Insured Retention - Damage to Premises Rented to you - Subject to - Occurrence	\$250,000	\$250,000
Self Insured Retention - Employee Benefits Liability - Subject to - Occurrence	\$250,000	\$250,000

Form Type	Expiring	Proposed
Form Type	General Liability - Occurrence, Employee Benefits Liability - Claim Made	General Liability - Occurrence, Employee Benefits Liability - Claim Made
Retroactive Date	Employee Benefits Liability - 01/13/2020	Employee Benefits Liability - 01/13/2020

Definition of Claim
"Claim" means a "suit" or written demand seeking "damages" because of an alleged "employee benefits wrongful act".

Incident/Claim Reporting Provision
Refer to Policy Form

Claims Made or Disclaimers
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 60 days of the expiration date. The cost of this extended reporting period is 75%, 125% or 150% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 365 days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Sexual Abuse Endorsement
Pesticide Or Herbicide Applicator Coverage
Dam, Reservoir, Levee, Dike Coverage
Additional Insured – Managers Or Lessors Of Premises
Non-Operational Aircraft Endorsement
Designated Operations – Insured
Additional Insured – Lessor Of Leased Equipment
Contractual Liability – Railroads

Exclusions (including but not limited to)
General Liability - Mold, Fungi & Bacterial Exclusion Included
General Liability - Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion Included
Exclusion – All Hazards In Connection with Designated Premises
Exclusion – Total Liquor Liability
Exclusion – Damage to Premises rented to you
Exclusion – Designated Operations

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

Description
Total Premium Includes Employee Benefits Liability Of \$84
Coverage for Failure of Dam, Reservoir, Levee, Dike Coverage (East Island Bridge Tidal Gates Dosoris Pond Glen Cove) – PENDING ADDITIONAL INFORMATION

## Package – Automobile

Standard Coverage	Excluded	Proposed
Liability Limit	\$1,000	\$1,000
Medical Payments	\$10,000	\$10,000
Hired Auto Physical Damage	\$35,000	\$35,000
Hired & Non-Owned Auto Liability	Covered	Covered
Comprehensive	Covered	Covered
Collision	Covered	Covered
Mandatory Personal Injury Protection	Included	Included
Additional PIP	\$100,000	\$100,000
Monthly Work Loss	\$2,000	\$2,000
Additional Death Benefit	\$3,000	\$3,000
Optional Basic Economic Loss	\$25,000	\$25,000
Mutual Aid Limit	\$1,000,000	\$1,000,000

Excluded/Other	Excluded	Proposed
Self Insured Retention - Subject to - Occurrence	\$250,000	\$250,000
Deductible: Hired Auto Physical Damage – Comprehensive	\$100	\$100
Deductible: Hired Auto Physical Damage – Collision	\$1,000	\$1,000

Endorsements (including but not limited to)
Emergency Vehicle Endorsement – Standard Form
Designated Insured for Covered Autos Liability Coverage
Freezing Coverage – Fire and Other Emergency Vehicles

Exposures
Auto Schedule on File with Company – 162 Vehicles



## Package - Law Enforcement Liability

Standard/Coverages	Excluding	Proposed
Law Enforcement Liability		
Per Occurrence	\$1,000,000	\$1,000,000
Aggregate	\$1,000,000	\$1,000,000

Indemnity / ILR	Excluding	Proposed
Self Insured Retention - Subject to - Occurrence	\$250,000	\$250,000

Form Type	Excluding	Proposed
Form Type	Occurrence	Occurrence

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

## Package - Public Officials Liability

Standard/Coverages	Excluding	Proposed
Public Officials Wrongful Acts Liability:		
Per Occurrence	\$1,000,000	\$1,000,000
Aggregate	\$1,000,000	\$1,000,000
Non-Monetary Damage:		
Per Suit	\$25,000	\$25,000
Per Policy Limit	\$50,000	\$50,000
Private Property Use Restriction Sublimit:		
per Occurrence	\$1,000,000	\$1,000,000
Aggregate - Defense inside Limit	\$1,000,000	\$1,000,000

Indemnity / ILR	Excluding	Proposed
Self Insured Retention - Public Officials Wrongful Acts Liability - Subject to - Occurrence	\$250,000	\$250,000
Self Insured Retention - Non-Monetary Damage - Subject to - Occurrence	\$250,000	\$250,000
Self Insured Retention - Private Property Use Restriction Sublimit - Subject to - Occurrence	\$250,000	\$250,000

Defense Limitations	Expiring	Proposed
Defense Cost:	Defense inside Limit	Defense inside Limit

Form Type	Expiring	Proposed
Form Type	Claim Made	Claim Made
Retroactive Date	01/13/2020	01/13/2020

Definition of Claim
"Claim" means a "suit" or written demand seeking "damages" because of an alleged "public officials wrongful act".

Inclusion/Exclusion Reporting Provision
Refer to Policy Form

Claims Made Disclaimer
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 60 days of the expiration date. The cost of this extended reporting period is 75%, 125%, 150% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 365 days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

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

## Package - Employment Practices Liability

Standard/Coverages	Expiring	Proposed
Per Occurrence	\$1,000,000	\$1,000,000
Aggregate	\$1,000,000	\$1,000,000
Non-Monetary Damage:		
Per Suit	\$25,000	\$25,000
Per Policy Limit	\$50,000	\$50,000
Wage & Hour Defense Coverage	\$100,000	\$100,000

Standard/Ret./ILR	Expiring	Proposed
Self Insured Retention - Employment Practices Liability Insurance - Subject to - Occurrence	\$250,000	\$250,000
Self Insured Retention - Non-Monetary Damage - Subject to - Occurrence	\$250,000	\$250,000
Self Insured Retention - Wage & Hour Defense Coverage - Subject to - Occurrence	\$250,000	\$250,000

Definition of Claim	Expendable	Aggregate
Self Insured Retention - Non-Employment Related Harassment - Subject to - Occurrence	\$250,000	\$250,000

Form Type	Expendable	Aggregate
Form Type	Employment Practices Liability Insurance - Claim Made	Employment Practices Liability Insurance - Claim Made
Retroactive Date	Employment Practices Liability Insurance - 01/13/2020	Employment Practices Liability Insurance - 01/13/2020

Definition of Claim
"Claim" means a "suit" or written demand seeking "damages" because of an alleged "employment practices wrongful act".

Include of Claim Reporting Condition
Refer To Policy Form

Claims Made Declaration
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 60 days of the expiration date. The cost of this extended reporting period is 75%, 125% and 150% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 365 days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

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

## Package - Excess Liability

Standard Coverages	Expiring	Proposed
Per Occurrence	\$10,000,000	\$10,000,000
Aggregate	\$10,000,000	\$10,000,000

Additional Coverages	Expiring	Proposed
Pollution Exclusion Exception - Pollution with Potable Water and Hostile Fire Dam, Reservoir, Levee, Dike - per Occurrence	\$10,000,000	\$10,000,000
Pollution Exclusion Exception - Pollution with Potable Water and Hostile Fire Dam, Reservoir, Levee, Dike - Aggregate	\$10,000,000	\$10,000,000

Form Type	Expiring	Proposed
Form Type	Excess Liability - Occurrence	Excess Liability - Occurrence

Exclusions (including but not limited to)
Exclusion – Pollution with Sewer Exception Exclusion – Abuse or Molestation Exclusion – Total Liquor Liability (Host Only) Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion Included

### Underlying Policies:

Coverage	Description	Limit	Carrier Name	Effective Date	Expiration Date
General Liability	Limit	Covered	U.S Specialty Insurance Company	1/13/2026	1/13/2027
Employee Benefits Liability	Limit	Covered	U.S Specialty Insurance Company	1/13/2026	1/13/2027
Public Officials Wrongful Acts	Limit	Covered	U.S Specialty Insurance Company	1/13/2026	1/13/2027
Employment Practices Liability	Limit	Covered	U.S Specialty Insurance Company	1/13/2026	1/13/2027
Law Enforcement	Limit	Covered	U.S Specialty Insurance Company	1/13/2026	1/13/2027
Automobile	Limit	Covered	U.S Specialty Insurance Company	1/13/2026	1/13/2027

### Other Significant Terms and Conditions/Restrictions:

Description
Coverage for Failure of Dam, Reservoir, Levee, Dike Coverage (East Island Bridge Tidal Gates Dosoris Pond Glen Cove) – PENDING ADDITIONAL INFORMATION

## Premium Summary

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

<i>Line of Coverage</i>		<i>Existing</i>	<i>Proposed</i>
		<i>U.S. Specialty Insurance Company</i>	<i>U.S. Specialty Insurance Company</i>
<b>Package</b>	Premium	\$315,496.00	\$337,004.00
	Motor Vehicle Fee	\$1,060.00	\$960.00
	<b>Estimated Cost*</b>	<b>\$316,556.00</b>	<b>\$337,964.00</b>
	<b>Agency Bill Administration Fee</b>	<b>N/A</b>	<b>\$100.00</b>
<b>Total Program Cost</b>		<b>\$316,556.00</b>	<b>\$338,064.00</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 1/13/2026

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

**Package**

**Auto for 3 Firetrucks**

**Property/BM/IM**

**Cyber Liability**

**Public Officials Bonds**

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

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.

## Premium Financing

Gallagher is pleased to offer Premium Financing for our clients.

### What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

### Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation** of multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

### Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

## Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
<b>U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.)</b>	Package	Quarterly	Agency Bill

## Proposal Disclosures



## 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.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

### **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 (including transfers outside the United States in compliance with applicable laws) 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. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

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 1/5/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

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

### Fee Breakdown:

Agency Bill Administration Fee: \$100

By signing below, you are acknowledging that the fee listed above is fully earned and is NOT refundable. The fee is due and payable within thirty (30) days of your execution below. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

You further acknowledge and agree that the Proposal, this Client Authorization to Bind Coverage (including this agreement concerning the above, referenced fee) reflect your understanding of the services to be provided by Gallagher as they have been discussed with and fully disclosed to you and the above fee is consistent with your understanding. Any disputes arising out of the Proposal, this Client Authorization to Bind Coverage and/or the performance of services by Gallagher shall be governed by the laws of the State of Illinois.

### 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.ajg.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

## Compensation Disclosure Schedule

Client Name: City of Glen Cove

Coverage	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name <sup>1</sup>	Est. Annual Premium <sup>2</sup>	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Package	U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.)	N/A	\$337,964.00	N/A

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

2 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.

**Note:** When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- Accident & Health: 15-25%
- Aviation: 14-15%
- Contract Bonds: 20-30%
- All Other Bonds/Surety: 30-35%
- Builders Risk: 15-18%
- Property: 15-22%
- Inland Marine: 20-22.5%
- Ocean Marine: 15-17.5%
- Casualty: 14-15%
- Commercial Auto: 12.5-15%
- Package / Business Owners Package: 15-16.8%
- Workers Compensation: 8-11%
- All Other Commercial: 10-20%
- Executive/Professional Lines: 15-17.5%
- Medical Malpractice: 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.



## 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]

<b>Coverage(s): Package - Law Enforcement Liability, Public Officials Liability</b>	<b>Report To:</b>
Insurer: U.S. Specialty Insurance Company Policy Term : 01/13/2026 - 01/13/2027	Insurer/TPA Name: U.S. Specialty Insurance Company Phone: 1-800-742-2210 Fax: 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>

<b>Coverage(s): Package - Excess Liability, General Liability, Employment Practices Liability</b>	<b>Report To:</b>
Insurer: U.S. Specialty Insurance Company Policy Term : 01/13/2026 - 01/13/2027	Insurer/TPA Name: U.S. Specialty Insurance Company Phone: 877-567-7486 Fax: Email: <a href="mailto:claims@actec.net">claims@actec.net</a> Web: <a href="https://tmamerica.com/claims/Default.aspx">https://tmamerica.com/claims/Default.aspx</a>

### Reporting to Gallagher or Assistance in Reporting

<b>Coverage(s):</b>	<b>Report To:</b>
<b>Gallagher Claim Center</b>	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.

### 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.

### 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<sup>®</sup> 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.

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

## 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

The Gallagher Way.  
Since 1927.

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

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## Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

### To access the Gallagher eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out to the eRiskHub® support staff at [support@eriskhub.com](mailto:support@eriskhub.com)

### Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

### Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.



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The Gallagher Way. Since 1927.

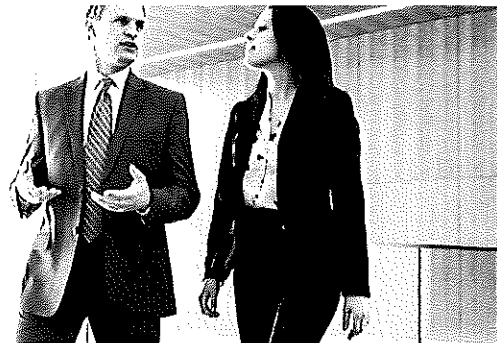
The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description 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.

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## Benefits and HR Consulting to Support Diverse Workforces and Organizational Wellbeing

Your organization's success is powered by your people. When you partner with Gallagher's Benefits & HR Consulting team, we deliver a comprehensive approach to benefits, compensation, retirement, and employee communication that aligns your people strategy with your overall business goals. Let our consultants help you build a workplace that works better, so you can face the future with confidence.

### Gain strategic insights through:

#### Gallagher Better Works<sup>SM</sup> Insights

Expand your perspective on trending HR and benefits topics.

#### Workforce Trends Report Series

Access benchmarking data and insights from thousands of employers.

#### Best-in-Class Benchmarking Analysis

Find out how best-of-the-best employers build a better workplace.

### Access innovative resources at your fingertips.

#### We provide the tools and experience to deliver actionable insights to your organization.

- Compliance resources
- HR and benefits technology trends
- Workforce evaluation
- Organizational wellbeing polls
- Data warehousing and insights
- Industry-specific resources

#### Health & Benefits

- Compliance Consulting
- Employee Benefits Consulting
- Pharmacy Benefit Management Consulting
- Small Business Consulting
- Voluntary Benefits Consulting

#### Financial & Retirement Services

- Executive Life & Benefits
- Investment Consulting
- Retirement Plan Consulting

#### Human Resources & Compensation

- Communication Consulting
- Compensation and Rewards Consulting
- Data & Research
- Human Resources Consulting
- HR Technology Consulting
- Multinational Benefits & HR Consulting
- Executive Search & Leadership Advisors

#### FACTS AND FIGURES\*

**7,500+**

Benefits & HR Consulting  
employees worldwide

**300+**

Benefits & HR Consulting  
offices worldwide

**90+**

Countries with  
client Benefits &  
HR Consulting capabilities

#### Specialized experience in:

- Energy
- Equity M&A
- Healthcare
- Hospitality and Restaurant
- Nonprofit
- Public Sector and K-12 Education
- Religious

\*Gallagher Benefit Services, Inc.

## Gallagher Better Works™ Builds a Better Workplace

Gallagher Better Works™ is a holistic approach to attracting, engaging, and retaining the talent you need to help your organization grow. We work with you to develop benefits and HR programs at the right cost to optimize your annual talent investment, mitigate organizational risk, and build a wellbeing-centric culture that allows your people to thrive. Best of all, you'll be able to face the future with confidence, having gained a competitive advantage from a workplace that simply works better.

### Physical & Emotional Wellbeing Solutions

- Legislative compliance guidance
- Employee health plan design and total rewards
- Pharmacy benefit plan design, RFP, and cost optimization
- Voluntary benefit plan design, employee education, and enrollment solutions
- Small business and emerging markets benefits and compensation

### Career Wellbeing Solutions

- Internal employee experience communications
- Total rewards consulting
- Internal employee surveys and external stakeholder research
- Human resources policy, management, and strategy
- HR technology strategy, sourcing, implementation, and optimization
- Global benefits and HR strategy, and duty of care
- Talent search, organizational strategy, and leadership development

### Financial Wellbeing Solutions

- Executive planning strategies for attracting, retaining, and rewarding key talent
- Fiduciary and institutional investment consulting to optimize plan assets for improved retirement outcomes
- Retirement plan design, fiduciary compliance, employee financial wellbeing education, coaching, and planning

### Organizational Wellbeing Outcomes

- Unique workplace culture
- Improved employee retention
- Robust recruiting efforts
- Reduced organizational risk
- Enhanced employee experience



**Gallagher Fiduciary Advisors, LLC ("GFA")** is an SEC Registered Investment Advisor that provides retirement, investment, advisory, and other financial and independent fiduciary services. **GFA** is an Equal Opportunity company. The Gallagher Benefit Services, Inc. assets referenced by **GFA** may pay referral fees or other remuneration to employees of AIA or its affiliates or to independent contractors. Such payments do not charge our fee. Neither Arthur J. Gallagher & Co., **GFA**, their affiliates nor representatives provide accounting, legal or tax advice.

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Gallagher money coaching services are provided in partnership with Your Money Line® and, as such, users will be required to contract directly with Your Money Line for certain services. Your Money Line is not affiliated with Gallagher companies but Gallagher companies may receive referral fees from Your Money Line under this partnership.

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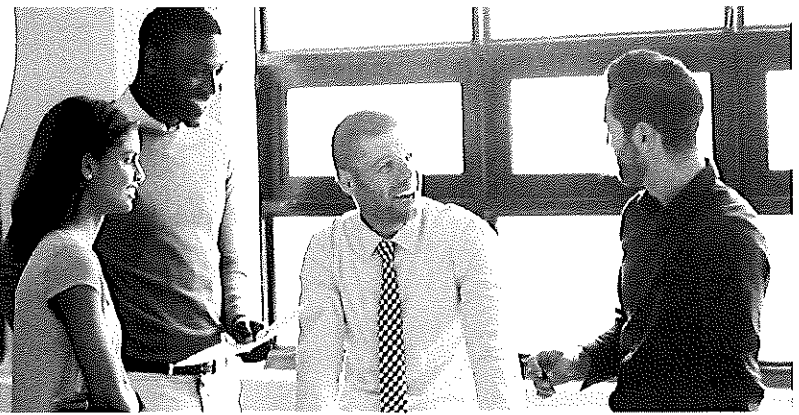
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Insurance | Risk Management | Consulting



## Business Continuity and Resilience

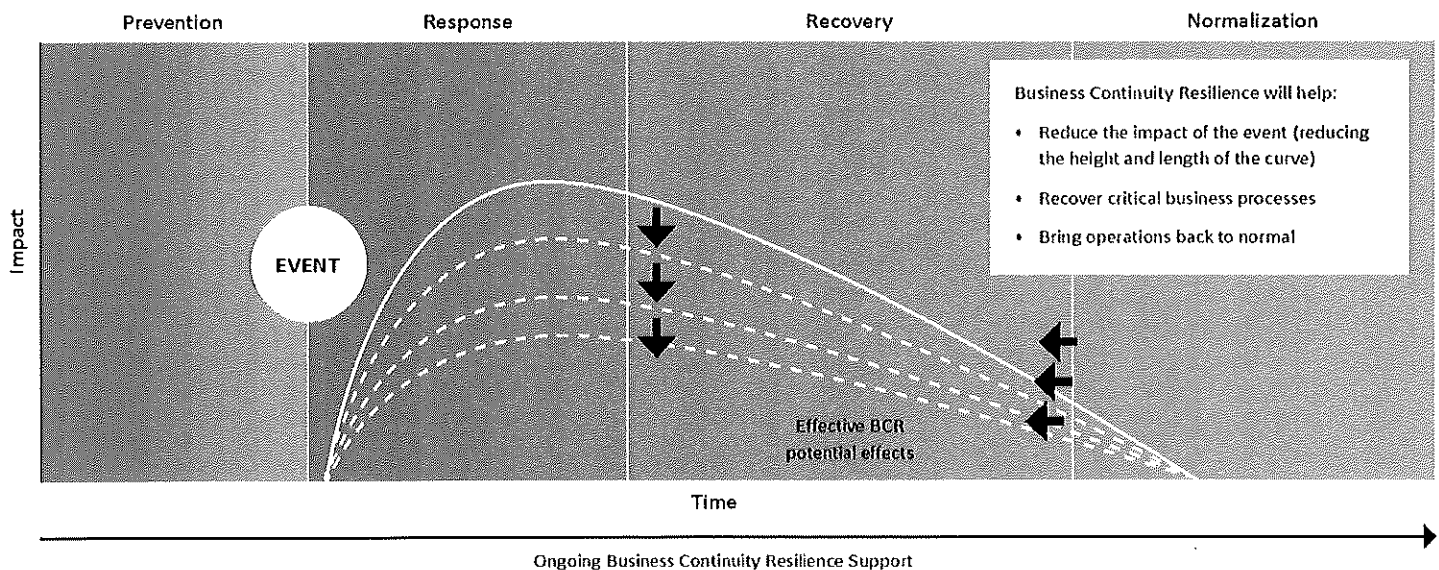
Organizations today must navigate an ever-changing business landscape and be prepared to respond to an increasing range of threats, such as:

- Supply Chain Disruptions
- Cyber Attacks
- Employee Misconduct
- Changing Regulatory Requirements
- Climate Change
- Geo-Political Unrest
- Digitization

Any of these risks could quickly escalate into a crisis and threaten your business. Without adequate planning and preparation, even a seemingly minor incident has the potential to escalate, and impact operations, brand reputation and financial results.

In light of the current market volatility and range of challenges, insurance companies are increasingly requiring organizations to have a Business Continuity Plan in place to demonstrate their resilience and readiness to respond and recover critical business operations. Resiliency planning will ensure you can identify, assess and manage risks and vulnerabilities of any kind, being more prepared to reduce the impact of an event. Having a plan in place builds confidence among key stakeholders such as employees, regulators, customers, investors, insurers and the public.

As a trusted partner and advisor, Gallagher's Business Continuity and Resilience Practice works with organizations in virtually every industry vertical. We offer tailor made solutions to assess your level of business resilience, develop custom plans for improvement, and then embed them into the organization through training programs. Additionally, we offer a free Resilience Ready assessment that enables you to assess your business's resilience score and pinpoint potential areas for future improvement.





## Gallagher Offers A Variety Of Business Continuity And Resilience Service Offerings

### Business Continuity

“All Hazard” business continuity plans reduce the operational impact of an incident by directly targeting the recovery of an organization’s value drivers — business processes that directly drive revenue and reputation. This enables an organization to recover more efficiently and effectively following a major business disruption or crisis. No matter the extent of your resources and infrastructure for business continuity, we are here to support your organization by offering planning guidance and training tailored to your specific needs.

### 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.

### Crisis Communications

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

### Supply Chain

Supply chain risk management plans help assess and manage third-party risks and vulnerabilities to ensure that products and services continue to be delivered both during and following major disruptions.

### Leaders Where It Counts

Gallagher was founded on a culture of service and a common interest doing what’s in our clients’ best interest. We understand the importance of leading with value-based decisions and exemplifying an overall commitment to integrity.



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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# Empower Your Business with Gallagher Go



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Gallagher Go was designed with our clients in mind.

Experience the convenience of the Gallagher Go Client Portal, where you can effortlessly access your insurance coverages, initiate service requests, manage certificates and explore a wealth of resources to manage your risk. Whether you're at the office or on the go, Gallagher Go is available 24/7, ensuring you have everything you need at your fingertips with just a click.

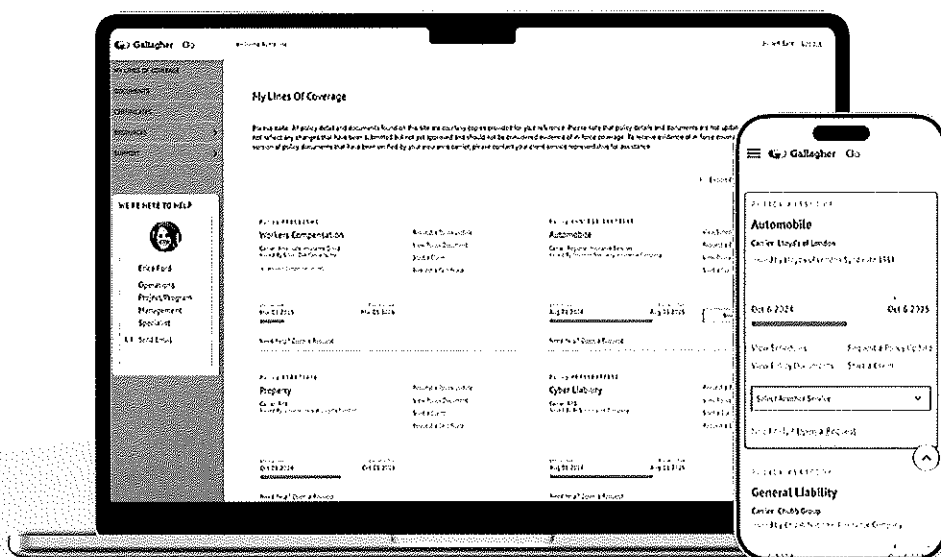
With Gallagher Go, gain access to:

- **Simplified access:** One home for your Gallagher digital tools and resources
- **24/7 availability:** Anytime, anywhere — from a computer, phone or tablet
- **Streamlined support:** Submit requests securely and instantly to your Gallagher team

A centralized home for your risk management needs, from services to insight:

- View your policies and coverage details
- Retrieve and share documents
- Manage certificates
- Submit service requests
- Access Gallagher Drive® reports

Get in touch with a Gallagher representative to learn more.



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# Contractual Risk Compliance



Insurance | Risk Management | Consulting

## Mitigate contractual risk with confidence



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.

### 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.

### 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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## Division of Criminal Justice Services

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**KATHY HOCHUL**  
Governor

**ROSSANA ROSADO**  
Commissioner

**CILLIAN FLAVIN**  
Deputy Commissioner

### Grant Award Notice

Grantee/Contractor: <b>City of Glen Cove / Glen Cove City Police Department</b>	Date: <b>12/3/2025</b>
Program Name: Law Enforcement Equipment	Award Amount: \$39,120 <sup>1</sup>
Signatory Name and Title: John Nagle, Detective Lieutenant	Term Dates: TBD – 9/30/2026
Email: <a href="mailto:jnagle@glen Covepd.org">jnagle@glen Covepd.org</a>	Contract Number: T633359
Program Description: To support the cost of drug recognition devices to aid in drug testing and certification.	
The following additional information is provided as required when grants are supported with federal funding:  <u>Federal Award Identification Information</u>  Award Name: New York State FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application Federal Award Number: 15PBJA-22-GG-00624-JAGX Name of the Federal Award Agency: Bureau of Justice Assistance (BJA) Federal Award Lapse Date: 9/30/2025 Total Amount of Federal Award: \$9,231,239.00 Federal Fiscal Year of Funds: FFY 22 Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
<b>Grant Questions</b>	
<b>Primary Contact</b> Julie Klugo, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.1475 Email: <a href="mailto:julie.klugo@dcjs.ny.gov">julie.klugo@dcjs.ny.gov</a>	<b>Secondary Contact</b> Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: <a href="mailto:meagan.armstrong@dcjs.ny.gov">meagan.armstrong@dcjs.ny.gov</a>

<sup>1</sup> This funding is provided by the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance. Grantees receiving these funds will be subject to federal rules, regulations, and reporting requirements.

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.



**Division of Criminal  
Justice Services**

For DCJS Internal Use Only

Reviewed by: \_\_\_\_\_ Approved: \_\_\_\_\_

Date: \_\_\_\_\_ Funding Source: \_\_\_\_\_

**DCJS Office of Program Development and Funding  
Request for Funding Proposal**

*Completed proposals can be emailed to [FederalFunding.OPDF@dcjs.ny.gov](mailto:FederalFunding.OPDF@dcjs.ny.gov). Submission of a Request for Funding Proposal does not guarantee funding. Completion and submission of this form to DCJS initiates the review process and may result in additional questions and follow-up. Any funding provided is subject to state and federal conditions, requirements, and compliance.*

Agency Name:	Glen Cove Police Department	Date:	8/15/20
Contact Person:	Detective Lieutenant John Nagle	Phone:	516-320-7929
E-mail Address:	jnagle@glen Covepd.org	County:	Nassau
Mailing Address:	1 Bridge Street Glen Cove, N.Y. 11542		

Name of Person Completing Form (if different from above): \_\_\_\_\_

Organization Type (choose one): Unit of Local Government

Does the organization currently receive DCJS funding? Yes

Does your agency have a State Financial System (SFS) number registered with New York State? Yes

*An SFS number is needed for payment.*

Please provide a brief description of the proposed program:

Drug Recognition Testing and Certification.

The program would require the acquisition of a drug recognition device for rapid, on site detection of commonly abused drugs. This device would enable officers to take immediate and appropriate enforcement action, while minimizing the officers risks while handling and testing said drugs.

The drug recognition device would also strengthen court-ready evidence through scientifically validated results.

Is the program/service currently being provided? Yes

If yes, by whom?

Metrohm USA Inc

What funding amount are you requesting? \$ 40,000

Funding Request Type (choose one): One-time Funding Request

When is the requested funding needed?



**Division of Criminal  
Justice Services**

For DCJS Internal Use Only

Reviewed by: \_\_\_\_\_ Approved: \_\_\_\_\_

Date: \_\_\_\_\_ Funding Source: \_\_\_\_\_

**DCJS Office of Program Development and Funding  
Request for Funding Proposal**

Please provide a brief but specific description of what the requested funding amount will be used for (equipment, personnel, program, etc.) and complete the budget template below. Items are dependent on the individual request and need. Not all budget lines may need to be completed.

The \$40,000 would be used to purchase

Budget Line	Amount
<b>Personnel</b>	
<b>Fringe</b>	\$ 0
<b>Consultants</b>	\$ 0
<b>Equipment</b>	\$ 0
<b>Supplies*</b>	\$ 0
Program Supplies	\$ 0
Office Supplies	\$ 0
<b>Travel</b>	\$ 0
<b>Rent/Space Costs</b>	\$ 0
<b>All Other*</b>	\$ 0
Admin Overhead or Indirect Costs	\$ 0
Other: <Fill-In>	\$ 0
Other: <Fill-In>	\$ 0
Other: <Fill-In>	\$ 0
<b>TOTAL*</b>	<b>\$ 0</b>

\* These values auto-sum from entries in other rows.

\*\*Note: Budget Total must match amount requested.

## Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00480267	12/05/2025	ARO	1 / 9
Contact:	Phone	Payment Term	Valid To
Jayson Tornberg	(908) 310-7418	Net 30	12/26/2025
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex	

**Thermo Scientific Portable  
Analytical Instruments Inc.**

2 Radcliff Rd  
Tewksbury, Massachusetts 01876  
United States

**Submitted To:**

John Nagle  
Det Lt  
Glen Cove Police Department  
1 Bridge St  
Glen Cove, New York 11542  
United States

Phone: (516) 320-7929  
Email: jnagle@glencovepd.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC  
INSTRUMENTATION

<p><b>To Place an Order:</b>  Contact: Jayson Tornberg  Phone: 9087050214  Fax:  Email: jayson.tornberg@thermofisher.com  Additional instructions, terms &amp; conditions on last page</p>
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NASPO HIRE contract PC69042 (Group: 38232 Award: 23173)

Effective August 8, 2020 through May 31, 2028

Pricing located at <https://online.ogs.ny.gov/purchase/spg/awards/3823223173Can.htm>

Please select Contractor Information / Thermo Scientific Portable Analytical Instruments, Inc. / Pricing Information

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-06971-01	TruNarc Delta,3 Year Warranty,Train 12,English	USD 39,382.00	1.00	USD 39,382.00
		TruNarc Delta Model with 3 years of warranty. Warranty includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.			
2.00	810-03251-01	TruNarc Solution Kit (Type H2) - 100, English	USD 0.00	1.00	USD 0.00
		TruNarc Solution Kit (Type H2) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Methanol. Note that because of the Methanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H2 sticks is approximately one year from shipment.			

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Total:

USD 39,382.00

**Important Note: Please Issue POs to Thermo Scientific Portable Analytical Instruments Inc**

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Appt of: **ThermoFisher**  
S C I E N T I F I C

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By signing below, you (I) warrant that you are an authorized representative of your company, (II) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (III) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

_____ Signature of authorized company representative	_____ Date	_____ Phone#
_____ Print Name	_____ Title	_____ Email
_____ Model #	_____ Amount + S&H	_____ Purchase Order Number

E-mail to:  
[PAIglobalcustomerservice@thermofisher.com](mailto:PAIglobalcustomerservice@thermofisher.com)

Fax to: 1-877-680-2568

Order Processing Address:

[Jayson.tornberg@thermofisher.com](mailto:Jayson.tornberg@thermofisher.com)

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

- ☐ Net 30 (Attach Credit Application & Credit References)
- ☐ Credit Card
- ☐ Check
- ☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
- ☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

**\*\*Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)\*\***

Address Verification

Please make corrections if necessary below:

Bill to:

1 Bridge Street

Glen Cove, New York 11542

United States

Ship to:

1 Bridge Street

Glen Cove, New York 11542

United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

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When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

**THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC -- TERMS AND CONDITIONS OF SALE** Last revised October 2025

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1.

**GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2.

**PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, including without limitation in the event of any significant change of foreign currency exchange rate, tariffs, or other applicable laws, regulations, or policies, which are not part of Seller's original price quotation. In the event Buyer does not agree to such price adjustment within five (5) business days after an adjustment has been communicated to Buyer in writing, Seller has the right to terminate this Agreement (or any offer, quote, or transaction otherwise based upon these terms) unilaterally with no liability to Buyer. Such termination takes effect immediately upon Buyer's receipt of Seller's written notice of termination, and if other provisions of the Agreement are inconsistent with this clause, this clause shall prevail.

3.

**TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement.

4.

**TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5.

**DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of

Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6.

**RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit.

7.

**TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8.

**WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to last revised 2025-10-15 repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

## **9. INDEMNIFICATION**

### **9.1.**

By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") arising out of third party claims (i) for injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2.

By Buyer, Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10.

SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related Last revised 2025-10-15 documentation provided hereunder and all copies and portions thereof.

11.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12.

EXPORT RESTRICTIONS. Buyer acknowledges that the provision by Seller of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by Seller or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require Seller or Buyer to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Seller shall not be liable to Buyer for any delay or failure to obtain the licenses or approvals that Seller reasonably believes are necessary. Buyer shall comply with all applicable export laws and regulations. Buyer shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer agrees not to use any supplied item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket or missile systems, or restricted military purposes. Buyer will, on request (i) promptly provide written information correctly identifying the end user and end use of any items (including any information as it may relate to a subsequent transfer of such items by Buyer); and (ii) cooperate fully with Seller in any official or unofficial audit or inspection arising in respect of the items under applicable export or import control laws or regulations. Buyer will ensure that the customers and end users to whom Buyer re-sells or transfers the items agree in writing to the provisions of this Section and Buyer covenants to use its best efforts to enforce such provisions against customers and end users. Buyer shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives. In addition, failure of Buyer to comply with this Section shall be a material breach of this Agreement and shall entitle Seller to immediately terminate this Agreement. Seller shall be entitled to terminate this Agreement without prior notice if such termination is necessary in order to comply with applicable export laws and regulations.

13.

HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs.

14.

**INSURANCE.** Seller and Buyer will each carry and maintain, at their own expense, insurance to cover their obligations under this Agreement, which at a minimum shall include (1) commercial general liability (public liability) insurance including contractual liability coverage covering bodily injury and property damage with limits of not less than the equivalent of USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate; and (2) any other insurance required by law or regulation. Seller's commercial general liability policy shall include Buyer as an additional insured (to the extent such status is commercially available) only with respect to and to the extent of the insurable liabilities and obligations assumed by Seller under this Agreement.

15.

**MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void; Buyer agrees that Seller may use subcontractors to fulfill all or a part of its obligations hereunder in Seller's sole discretion. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any confidentiality obligations imposed on Seller; any rights to items or services not specifically identified in Seller's quotation; any obligation that Seller's products or services conform to any requirement other than Seller's published specifications therefor; any audit rights, inspection (whether of products, documentation, or otherwise) rights, or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs Trade Partnership Against Terrorism, or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby, including without limitation any obligation Last revised 2025-10-15 of Seller to comply with any Federal Acquisition Regulation, Defense Federal Acquisition Regulation, or any other rule, regulation, or policy of any government entity that would only bind Seller by virtue of Seller's assent thereto, in each case regardless of whether identified as such; any obligation that Seller contract with any third party on any particular terms; any requirement that Seller inspect, audit, or otherwise oversee any third party; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer to return, or condition acceptance of, any products or services on any basis other than compliance with Seller's acceptance criteria; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation that Seller procure or maintain insurance coverage on any specific terms (including without limitation as to type, quality, amount, waiver of subrogation, or additional insureds); any requirement that Seller personnel bind themselves in their personal capacities; any requirement that Seller or its personnel execute any additional instrument as a condition to Seller's performance hereunder; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

16.

**SOFTWARE-AS-A-SERVICE TRANSACTIONS.** IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following: 5. CANCELLATION OR CHANGES BY BUYER. Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to

perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(II) Section 8 shall be replaced in its entirety with the following: 8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(III) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(IV) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscriptions will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.

17.

*Customer acknowledges that the provision by Company of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by Company or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require Company or Customer to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Company shall not be liable to Customer for any delay or failure to obtain the necessary licenses or approvals. Customer shall comply with all applicable export laws and regulations. Customer shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any Item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Customer agrees not to use any supplied Item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket systems, or military purposes. Customer will, on request (i) promptly provide written information correctly identifying the end user and end use of any Items (including any information as it may relate to a subsequent transfer of such Items by Customer); and (ii) cooperate fully with Company in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. Customer will ensure that the customers and end users to whom Customer re-sells or transfers the Items agree in writing to the provisions of this Section and Customer covenants to use its best efforts to enforce such provisions against customers and end users. Customer shall indemnify and hold Company harmless from, or in connection with, any violation of this Section by Customer or its employees, consultants, agents and/or representatives. In addition, failure of Customer to comply with this Section shall be a material breach of this Agreement and shall entitle Company to immediately terminate this Agreement; Company shall be entitled to terminate this Agreement without prior notice if such termination is necessary in order to comply with applicable export laws and regulations.*

18.

Notes:

- Items marked with an asterisk (\*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the Items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state, and local taxes in addition to the price stated on this quotation.

- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.

- All prices are quoted in USD

To keep you informed, we offer a convenient way to track your order status through our Order Lookup solution. Please visit <https://www.thermofisher.com/store/orders/solu/> to access real-time updates and stay up to date on your shipment.



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

BUDGET TRANSFER

8K

DEPARTMENT: VARIOUS (YEAR-END)

BUDGET YEAR 2025

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A1310-51120	HOURLY	\$535	
A1310-51140	OVERTIME	\$6,240	
A1310-54135	MANAGEMENT & BANK FEES	\$1,456	
A1310-55438	CONTRACTUAL SERVICES	\$5,000	
A1310-55443	TECHNICAL SERVICES	\$12,000	
A1310-51101	ANNUAL SALARIES		\$25,231
A7550-55557	CELEBRATIONS EXPENSES	\$8,400	
A6510-51120	HOURLY		\$4,500
A7180-51120	HOURLY		\$3,900
A1490-55416	TELECOMMUNICATIONS	\$750	
A1220-55416	TELECOMMUNICATIONS	\$3,005	
A1990-55940	CONTINGENCY RESERVE		\$3,756

Reason for Transfer:

TO RE-ALLOCATE UNEXPENDED BUDGET TO COVER  
BUDGET SHORTFALLS IN OTHER VARIOUS FUND LINES

Department Head Signature: [Signature] Date: JANUARY 5, 2026

City Controller Approval: [Signature] Date: JANUARY 5, 2026

City Council Approval - Resolution Number: \_\_\_\_\_ Date: \_\_\_\_\_





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

## BUDGET AMENDMENT FORM

GCF-1 (2/08)

Department: Senior Center

BUDGET YEAR 2026

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7030-43802	Title III-C Nutrition	\$15,000.00	
A7030-54310	Food		\$15,000.00

**Reason for Amendment:**

To accept additional funding from Nassau County for Title III-C Nutrition.

Department Head Signature: *Christina Rios*

Date: 12.30.25

City Controller Approval: *William J. ...*

Date: 12/31/25

City Council Approval-Resolution Number: \_\_\_\_\_

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