

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the Glen Cove Fee Schedule is hereby amended, as follows, effective August 1, 2018:

**Ch. 270:        Water Rates**

Size of Meter (Inches)	Allowance (Gallons)	Current	Proposed
5/8	9,000	\$21.24	\$26.55
¾	12,000	\$28.32	\$35.40
1	21,000	\$49.56	\$61.95
1 ½	30,000	\$70.80	\$88.50
2	45,000	\$106.20	\$132.75
3	90,000	\$305.10	\$282.60
4	135,000	\$484.20	\$448.65
6	255,000	\$712.43	891.45

**Residential meters read and excess water billed quarterly in arrears:**

	Current	Proposed
First 45,000 gallons	\$2.36 per 1,000 gallons	\$2.95 per 1,000 gallons
Next 45,000 gallons	\$2.66 per 1,000 gallons	\$3.33 per 1,000 gallons
Over 90,000 gallons	\$2.95 per 1,000 gallons	\$3.69 per 1,000 gallons

**Commercial meters read and excess water billed monthly in arrears:**

	Current	Proposed
First 45,000 gallons	\$2.60 per 1,000 gallons	\$3.25 per 1,000 gallons
Next 45,000 gallons	\$2.95 per 1,000 gallons	\$3.69 per 1,000 gallons
Over 90,000 gallons	\$3.25 per 1,000 gallons	\$4.06 per 1,000 gallons

Ordinance offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT ORDAINED**, that the City Council hereby amends Sec. 265-49 Schedule XVII: Time Limit Parking, of the Code of Ordinances as it relates to Morris Avenue and parking lot adjacent to Sons of Italy, as following:

**Delete:**

<u>Name of Street</u>	<u>Side</u>	<u>Time Limit; Hours/Days</u>	<u>Location</u>
Parking Lot adjacent to Sons of Italy		2 hrs.; All/All	Entire Parking Lot

**Add:**

<u>Name of Street</u>	<u>Side</u>	<u>Time Limit; Hours/Days</u>	<u>Location</u>
Parking Lot			

adjacent to Sons of Italy	South	2 hrs.; All/All	Entire Length
Morris Avenue	Both	6 hrs.; All/All	Entire Length

Ordinance 6C

Ordinance offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT ORDAINED**, that the City Council hereby amends Sec. 265-46 Schedule XIV: Parking Prohibited Certain Hours, of the Code of Ordinances as it relates to Morris Avenue and parking lot adjacent to Sons of Italy, as following:

**Add:**

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Parking Lot adjacent to Sons of Italy	North	12:00 a.m. to 6:00 a.m.; All/All	Entire Length
Morris Avenue	Both	1:00 a.m. to 6:00 a.m.; All/All	Entire Length

Resolution 6D

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**RESOLUTION ADOPTING A TITLE VI PLAN FOR THE CITY OF GLEN COVE**

**WHEREAS**, Title VI of the Civil Rights Act of 1964 ensures that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance; and

**WHEREAS**, as a recipient of federal financial assistance, the City of Glen Cove is obligated to comply with Title VI of the Civil Rights Act of 1964; and

**WHEREAS**, the City of Glen Cove has developed a Title VI Plan to ensure that the City complies with Title VI federal requirements;

**NOW, THEREFORE, BE IT RESOLVED** the City Council of Glen Cove hereby authorizes the following:

1. The City Council adopts the Title VI Plan dated June 26, 2018;
2. The City Council authorizes the Mayor to appoint a Title VI Coordinator.
3. The City Council authorizes staff under the direction of the Mayor and Title VI Coordinator to make necessary changes, amendments, or revisions to the Title VI Plan to keep the documents up-to-date and in compliance with new or amended state or federal requirements; and
4. The City Council authorizes the Mayor and Title VI Coordinator to affix their signatures where called for in the Title VI Plan, upon such terms and conditions as may be acceptable to the City Attorney.

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH  
THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING  
ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF  
TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE  
AUTHORIZED BY 49 U.S.C. CHAPTER 53; TITLE 23, UNITED STATES CODE,  
OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL  
TRANSIT ADMINISTRATION**

**WHEREAS**, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project;

**WHEREAS**, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost;

**WHEREAS**, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GLEN  
COVE CITY COUNCIL, AS FOLLOWS:**

1. That the Mayor of the City of Glen Cove is authorized to execute and file an application for federal assistance on behalf of the City of Glen Cove with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.
2. That the Mayor of the City of Glen Cove is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the Mayor of the City of Glen Cove is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Glen Cove.

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into a service agreement with Testing Mechanics Corp. to conduct an asbestos survey of the Glen Cove Volunteer Fire Department building's kitchen and the areas of flooring planned for renovations, in the amount of \$1,500.

Funding: H3410-52240-1606

Resolution 6G

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Newport Professional Engineering, P.C. to provide design/engineering services for the Glen Cove Volunteer Fire Department's kitchen renovation project, in the amount of \$19,500.

Funding: H3410-52240-1606

Resolution 6H

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with James O'Grady Architects to provide design/engineering services for Cove Animal Rescue (CAR) renovations, in the amount of \$12,400.

Funding: H1490-52240-1702

Resolution 6I

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**WHEREAS**, the City of Glen Cove needs to have an additional signatory on its banking accounts in order to pay bills on behalf of the City; and

**WHEREAS**, the City needs to make certain payments in the ordinary course of business; and

**NOW, THEREFORE, BE IT RESOLVED;**

1. The Principal Account Clerk shall have the authority to sign and execute checks on behalf of the City of Glen Cove for Capital One, Sterling Bank and any other banking institution which the city maintains an account;
2. Effective Immediately

Resolution 6J

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into a professional service contract with Marks Paneth, LLP, to provide assistance/reviewing in the closing of the City's books on a quarterly basis, training as needed and assistance with Annual Update Document (AUD) at a fixed rate of \$5,250 per quarter, for a term of one year.

Funding: A1310-55438

Resolution 6K

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into an agreement with Software Consulting Associates (SCA) to add a scanline to the water bills so that they can be scanned and processed through a lock box, in the amount of \$3,800.

Funding: F8300-55438

Resolution 6L

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with LiRo GIS and Survey, P.C., to provide a GIS based Map Grid, in the amount of \$2,360.

Funding: A1490-55438

Resolution 6M

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Spectrum Security & Comm., LTD, to provide security and camera upgrades to the Senior Center building, in the amount of \$8,475.

Funding: A7030-55420

Resolution 6N

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into a service contract with Scales Industrial Technologies, LLC, to supply and install repair parts to the City's Quincy Air Compressor, Model # 350L, in the amount of \$586.

Funding: A1640-55420

Resolution 6O

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into a service agreement with Crown Castle Fiber LLC, to provide dedicated internet access, for a monthly amount of \$1,000, for a term of 36 months.

Funding: A1680-55438

Resolution 6P

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Pitney Bowes, for the rental and use of a postage machine, for a quarterly fee of \$686.01, for a term of 60 months.

Funding: A1220 54370

Resolution 6Q

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into a vehicle lease agreement with Educational Bus Transportation Inc., for the leasing of five (5) vehicles to be used by Department of Parks and Recreation Day Camp program, in the amount of \$175 per vehicle, per day, effective July 2, 2018 through August 10, 2018.

(P&R/DB)

(Proposed by Mayor Tenke)

Funding: CR7140-55415

Resolution 6R

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Telstar Security Systems, Inc., to provide security alarm monitoring and service for Harbor Patrol, for a monthly fee of \$33.00, for a term of 12 months.

Funding: A5720-55438

Resolution 6S

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**WHEREAS**, the Purchasing Agent was authorized to advertise for Request for Proposal (RFP), for ambulance billing and collection; and

**WHEREAS**, Change Health, submitted the lowest RFP; and

**WHEREAS**, it is in the best interest of the City to accept such proposal; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Purchasing Agent is hereby authorized to accept the lowest submitted RFP of Change Health, 1 Blue Hill Plaza, Pearl River, New York, in the amount of \$7.50 for Medicaid Claim Rate and 7.5% for all billed accounts receivable.

Funding: A4540-55438

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby approve Budget Transfers and Amendments as submitted and reviewed by the City Controller.

(See Attached)

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby the City Attorney to settle the following claims in full and final settlement:

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Nylasia Watson by W/N/G Bianca Watson	14-2474	\$7,500
Palmina R. Grella Appelbaum	16-2562	\$500

Resolution proposed by Councilman Capobianco and seconded by \_\_\_\_\_

**RESOLUTION IN RESPONSE TO GOVERNOR ANDREW CUOMO’S PROPOSAL TO  
CONSTRUCT A TUNNEL CROSSING THE LONG ISLAND SOUND FROM  
WESTCHESTER TO OYSTER BAY TO BE ADOPTED AS LEGISLATION  
EXPRESSING THE POSITION OF THE GLEN COVE CITY COUNCIL IN RELATION  
THERE TO**

**WHEREAS**, New York State Governor Andrew Cuomo has proposed that the State of New York construct a tunnel enabling motor vehicles to cross the Long Island Sound and travel directly between Westchester and the north shore of central Nassau County (currently proposed for Oyster Bay); and

**WHEREAS**, the Governor has moved this project forward by requesting and obtaining expressions of interest from “interested parties to provide input on engineering, environmental, operations and financial considerations that will be used to inform the future development of a Request for Proposals”<sup>1</sup>; and

**WHEREAS**, the residents of the City of Glen Cove by and through their elected officials comprising the Glen Cove City Council believe that the Governor’s proposal would detrimentally impact the quality of life of the residents of the City of Glen Cove and surrounding communities by increasing traffic volume, pollution, and congestion; and

**WHEREAS**, the residents of the City of Glen Cove wish to preserve the character of the City of Glen Cove and surrounding communities as a tranquil setting removed from major thoroughfares and roadways; and

**WHEREAS**, the Glen Cove City Council wishes to convey to the Governor and members of the New York State Legislature who may be inclined to support such a proposal that

<sup>1</sup> Language excerpted from Governor Cuomo’s press release dated January 26, 2018.

the City of Glen Cove does not support any proposal to construct a tunnel crossing the Long Island Sound from Westchester to the north shore of Nassau County for the above-stated reasons;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Glen Cove is opposed to the proposal by Governor Andrew Cuomo to construct a tunnel crossing the Long Island Sound from Westchester to the north shore of Nassau County and hereby requests that the Governor take no further steps to advance this proposed project, which would be a detriment to the City of Glen Cove and surrounding communities.

Resolution 6W

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City of Glen Cove, is hereby authorized to conduct a pyrotechnic display, at Morgan Memorial Park, on July 4, 2018, with a rain date of July 5, 2018, at approximately 9:00 p.m., with a duration of approximately 18 – 20 minutes, pending the following conditions are adhered to:

1. Recommendation for event from Nassau County Bomb Squad;
2. A member of the Nassau County Police Department Arson/Bomb Squad will be present at the event;
3. Having present at time and place of event City of Glen Cove Volunteer Fire Department.

Resolution 6X

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the City of Glen Cove to host their annual “Cinema in the Streets”, every Wednesday night, July 11, 2018 through August 18, 2018 and the closing of road behind City Hall, 6:00 p.m. through 10:00 p.m.

Resolution 6Y

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes Friends Academy to host their annual “Fall Fair”, October 12, 2018 and October 13, 2018, and to erect lawn signs to advertise same.

Resolution 6Z

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Senior Center to close Glen Street between Cole Street and Butler Street on August 25, 2018, from 9:00 a.m. to 3:00 p.m., to host their annual “Senior Recognition Day” and to erect lawn signs August 25, 2018 through September 10, 2018, to advertise same.



Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints the following persons to the Youth Bureau, as indicated:

Name	Title	Hourly Rate	Effective Date	Budget Line
Valerie Nolan	Youth Services Worker	\$15.00	6/27/2018-9/15/2018	A7050-51120
Lila Nolan	Youth Services Worker	\$10.25	6/27/2018-9/15/2018	A7050-51120
Nina Squicciarini	Youth Services Worker	\$9.50	6/27/2018-9/15/2018	A7050-51123
Nadine Clement	Cleaner	\$10.00	6/27/2018	A7050-51120
Soraya Bahrami	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Grecia Cisneros	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Arianna Farro	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Michael Fergenson	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Andrew Friedman	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Jennifer Guevara	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Nicholas Kodis	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Jordan Mercado	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Michael Messineo	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Mackenzie Messineo	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Madison Patino	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Lidani Pesantez	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Taylor Reyes	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Matthew Salinas	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Anisa Sehu	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Grace Spato	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Craig Williams	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Ty Willson	Laborer	\$7.00	7/1/2018-11/1/2018	A7050-51120
Nicole Franklin	Laborer	\$8.50	6/1/2018-1/30/2018	A7050-51120
Steven Bailey	Laborer	\$9.00	7/1/2018-11/1/2018	A7050-51120
Vincenzo DiGraci	Laborer	\$11.00	7/1/2018-11/1/2018	A7050-51120
Gabriela Jon	Laborer	\$10.00	7/1/2018-11/1/2018	A7050-51120
Nicole Khaimov	Laborer	\$11.00	7/1/2018-11/1/2018	A7050-51120
Keith Simpson	Laborer	\$11.00	6/1/2018-1/30/2018	A7050-51120

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints Fredi R. Granados and George Vieyra as part-time Crossing Guards, with Auxiliary Police, at \$7.25 per hour effective June 27, 2018.

Budget Line A3620-51120

Resolution 7C

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints Zachary Soliman, Arthur Winckler, Annemarie Flanagan, Cole Muttee and Meredith Kupferberg, with EMS, as part-time Emergency Medical Technicians (Basic) at \$18.00 per hour effective July 1, 2018.  
Budget Line A4540 51120

Resolution 7D

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints Joyce M. Quackenbush, with the Police Department, as part-time Crossing Guard at \$45.00 per hour effective July 1, 2018.  
Budget Line PD3120 51120

Resolution 7E

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints Martin T. Cook as substitute Bus Driver, with the Senior Center, at \$18.25 per hour effective June 27, 2018.  
Budget Line A6772 51120

Resolution 7F

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints the following persons to Parks and Recreation as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Giovanni Marotta	Seasonal Laborer	\$9.00 per hour	6/27/18 – 11/30/18
Harjinder Singh	Seasonal Laborer	\$9.00 per hour	6/27/18 – 11/30/18
Nicholas Milanese	Lifeguard	\$12.00 per hour	5/26/18 – 10/1/18
Nicholas Pappachristou	Park Attendant	\$11.50 per hour	5/26/18 – 9/3/18
Lauren Velentzas	Park Attendant	\$8.00 per hour	5/26/18 – 9/3/18
Christopher Dunne	Park Attendant	\$8.00 per hour	5/26/18 – 9/3/18
Justin Rubin	Park Attendant	\$8.00 per hour	5/26/18 – 9/3/18
Jasmine Rosario	Park Attendant	\$8.00 per hour	5/26/18 – 9/3/18
Andrew Retoske	Park Attendant	\$8.00 per hour	5/26/18 – 9/3/18
Samantha Filippone	Park Attendant	\$9.00 per hour	5/26/18 – 9/3/18
Carolyn Williams	Park Attendant	\$10.00 per hour	5/26/18 – 9/3/18
Logan Pascucci	Park Attendant	\$8.00 per hour	5/26/18 – 9/3/18

Stefania Belcastro Gizzo	Recreation Leader	\$31.50 per hour	7/2/18 – 8/10/18
Alexandra Ravener Feigman	Recreation Leader	\$22.00 per hour	7/2/18 – 8/10/18
Pamela Aulson	Recreation Leader	\$19.50 per hour	7/2/18 – 8/10/18
Gary Conway	Bus Driver	\$17.00 per hour	7/2/18 – 8/10/18
Ronald Albano	Bus Driver	\$16.00 per hour	7/2/18 – 8/10/18
Andrew LaRosa	Bus Driver	\$16.50 per hour	7/2/18 – 8/10/18
Camilo Perdomo	Bus Driver	\$15.00 per hour	7/2/18 – 8/10/18
William O’Bayley	Bus Driver	\$15.00 per hour	7/2/18 – 8/10/18
Jacqueline Klein	EMT	\$16.00 per hour	7/2/18 – 8/10/18
Shade Hightower	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Thomas C. Lynch	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Jessica Reynolds	EMT	\$15.00 per hour	7/2/18 – 8/10/18
Amanda Rommel	EMT	\$14.00 per hour	7/2/18 – 8/10/18
Jessica Storozum	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Katherine Lepanto	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Nicholas J. Cody	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Mia Crowley	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Lisa Forquet	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Matthew Vezza	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Patrick McGovern	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Marconi Dauria-Gupta	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Julia Giannoutsos	EMT	\$13.00 per hour	7/2/18 – 8/10/18
Timothy Ayres	Recreation Leader	\$13.00 per hour	7/2/18 – 8/10/18
Damon Garner	Recreation Leader	\$14.00 per hour	7/2/18 – 8/10/18
Kayla Morrissey	Recreation Leader	\$10.50 per hour	7/2/18 – 8/10/18
Nicole Rizzo	Recreation Leader	\$11.50 per hour	7/2/18 – 8/10/18
Amber Solomito	Recreation Leader	\$11.50 per hour	7/2/18 – 8/10/18
Michael Colangelo	Recreation Leader	\$10.00 per hour	7/2/18 – 8/10/18
Victoria M. Tripp	Recreation Leader	\$10.50 per hour	7/2/18 – 8/10/18
Erin Moore	Recreation Leader	\$11.00 per hour	7/2/18 – 8/10/18
Lindsey Payton	Recreation Leader	\$10.00 per hour	7/2/18 – 8/10/18
Mateusz Majka	Recreation Leader	\$10.50 per hour	7/2/18 – 8/10/18
Eric Brown	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Jessica Alvararenga	Recreation Leader	\$7.50 per hour	7/2/18 – 8/10/18
Maria Alvarenga	Recreation Leader	\$7.50 per hour	7/2/18 – 8/10/18
Heather Arena	Recreation Leader	\$9.50 per hour	7/2/18 – 8/10/18
Fiorella Avalos	Recreation Leader	\$8.25 per hour	7/2/18 – 8/10/18
Jonathan Bader	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Brianna Basile	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Kieran Bednarz	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Doreen Beglin	Recreation Leader	\$17.00 per hour	7/2/18 – 8/10/18
Chiara Blanco	Recreation Leader	\$10.00 per hour	7/2/18 – 8/10/18
Sarah Braja	Recreation Leader	\$7.50 per hour	7/2/18 – 8/10/18
Geovani Flores	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Tyler Buehre	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Jahaira Bunay	Recreation Leader	\$7.50 per hour	7/2/18 – 8/10/18
Cullen Burnett	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Kieran Calderon	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Jonathan Capobianco	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Abigail Carmona	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Devon Christopher	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Olivia Colon	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Jacqueline Coronel	Recreation Leader	\$8.25 per hour	7/2/18 – 8/10/18

Andrew Costella	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Lucy Costello	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Micaela Costello	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Christian Cruz	Recreation Leader	\$8.50 per hour	7/2/18 – 8/10/18
Giacomo D’Ambrosio	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Magdalena D’Ambrosio	Recreation Leader	\$13.00 per hour	7/2/18 – 8/10/18
Ashley DeCurtis	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Andy Delgado	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Citlali Delvalle	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Janet Durso	Recreation Leader	\$21.00 per hour	7/2/18 – 8/10/18
Melissa Eisenberg	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Matthew Epifania	Recreation Leader	\$7.50 per hour	7/2/18 – 8/10/18
Gabrielle Ermmarino	Recreation Leader	\$8.25 per hour	7/2/18 – 8/10/18
Jaynise Espinal	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Stephanie Espino	Recreation Leader	\$8.25 per hour	7/2/18 – 8/10/18
Latifa Fakhry	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Rosa Farfan	Recreation Leader	\$13.00 per hour	7/2/18 – 8/10/18
Shelbie Farnan	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Cameron Filippone	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Erin Gambino	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Jennifer Giambrone	Recreation Leader	\$9.50 per hour	7/2/18 – 8/10/18
Nicholas Giordano	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Jessica Giovanniello	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Joana Godinez	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Ariana Greenberg	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Emma Gomez-Delvalle	Recreation Leader	\$11.75 per hour	7/2/18 – 8/10/18
Gianna Groe	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Julia Jon	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Kayla Lewis	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Skylar Losee	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
John Luzynski	Recreation Leader	\$8.25 per hour	7/2/18 – 8/10/18
Kaitlin Maccarone	Recreation Leader	\$9.00 per hour	7/2/18 – 8/10/18
Isabella Madruga	Recreation Leader	\$8.25 per hour	7/2/18 – 8/10/18
Evangelia Markoulis	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Angela McCarthy	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Candra McCoy	Recreation Leader	\$11.50 per hour	7/2/18 – 8/10/18
Julia Messina	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Mary Monahan	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Morgan Monahan	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
David Moore	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
James Mullen	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Joel Pena	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Delilah Perez	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Aaron Phillip	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Amara Phillip	Recreation Leader	\$8.25 per hour	7/2/18 – 8/10/18
Rachel Ranieri	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Melissa Ricciardi	Recreation Leader	\$17.75 per hour	7/2/18 – 8/10/18
Dulce Rivera	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Gabriella Rodriguez	Recreation Leader	\$7.50 per hour	7/2/18 – 8/10/18
Pedro Rodriguez	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Michael Salinas	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Stephanie Silva	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Nicole Serrano Sosa	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Alexandria Sparks	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Randall Taylor	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Sara Termini	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Vincent Termini	Recreation Leader	\$8.75 per hour	7/2/18 – 8/10/18

Nicole Valensisi	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Lorena Valverde	Recreation Leader	\$7.75 per hour	7/2/18 – 8/10/18
Natalie Velasquez	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Morgan Vignali	Recreation Leader	\$8.25 per hour	7/2/18 – 8/10/18
Christopher Williams	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Alyssa Wozlonis	Recreation Leader	\$8.00 per hour	7/2/18 – 8/10/18
Justin Zapata	Recreation Leader	\$8.25 per hour	7/2/18 – 8/10/18
Emily Ventura	Recreation Leader	\$7.25 per hour	7/2/18 – 8/10/18
Isabella Bifano	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Brianna Espino	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Yasmin Fakhry	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Melanie Farro	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Ashanta Franqui	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Damon Garner, Jr.	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Adrianna Gigliotti	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Carina Gigliotti	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Mia Martinez	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Miranda Mateo	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Juan Rodriguez	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Tayea Welsh	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18
Caroline Yee	Recreation Leader	\$300 per summer session	7/2/18 – 8/10/18

Resolution 8A

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints Lisa Dennis as an At-Large member, with the Recreation Commission, effective date of June 27, 2018 through September 1, 2020.

Resolution 8B

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoint the following persons to the Finance Committee, effective June 27, 2018 through December 31, 2019:

Kitty Stewart

Joseph M. Panetta  
Cynthia G. Kubala

Resolution 9A

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby adjust the hourly salaries of the following persons as indicated, effective June 27, 2018:

Name	Hourly Rate
John G. Testa	\$24.00
Dionisio Graziosi	\$19.00
Lawrence J. Demmler Sr.	\$17.00
Michael L. Athanasio	\$15.00
Phil P. Congero	\$15.00
Russell F. Lerch	\$13.00
John G. Testa Jr.	\$13.00
Carmine J. Montesano	\$13.00
Joseph A. Biundo	\$13.00
Robert A. Walles	\$13.00
David Caso	\$10.00
Giuseppe Sicuranza	\$10.00
John Pacini	\$10.00
Anne L. LaMorte	\$10.00

Resolution 9B

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby adjust the hourly salaries of the following persons as indicated, retroactive to June 1, 2018:

Name	Hourly Rate
Max Garcia	\$9.00
Dara Levy	\$9.00
Anthony Aguliar	\$8.50
Ryan Basil	\$8.50
Megan Fahey	\$8.50
Vecente Stenger	\$8.50
AnnMarie McInnis	\$8.50



**TESTING MECHANICS CORP.**  
**ENVIRONMENTAL TESTING AND MONITORING**  
3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

**QUOTE # 051818-001**

May 18, 2018

City of Glen Cove Community Development Agency  
City Hall - 9 Glen Street  
Glen Cove, New York 11542  
Attention: Ms. Ann Fangmann, AICP, Executive Director

Re: Asbestos Inspection - City of Glen Cove Fire Department - 10 Glen Cove Avenue, Glen Cove New York  
11542 (building kitchen and part of its flooring)

Dear Ms. Fangmann:

Testing Mechanics Corporation is pleased to provide the following quotation for building inspection for asbestos containing materials (ACM) for the above referenced project. Testing Mechanics Corporation is approved by the NYSDOH Environmental Laboratory Approval Program (ELAP No.: 11018) and rated proficient by the U.S. Department of Health and Human Services, National Institute of Occupational Safety and Health, Proficiency Analytical Testing Program administered by the American Industrial Hygiene Association (Lab.No. 11783-001). We are also a licensed asbestos contractor by the New York State Department of Labor (28637). (No Removal).

**INSPECTION REQUIREMENTS AND PROCEDURES**

The New York State Department of Labor, the EPA and local townships require a building survey for the identification of asbestos containing materials (ACM) prior to renovations or demolitions on most buildings.

We understand the areas for the survey include the kitchen and a portion of the flooring which is about 4,900 square feet.

The scope of work shall be as follows:

- Building inspection of all affected areas (Noted above)
- Documentation of location and condition of ACM's
- Sampling of suspected ACM's
- Analysis for ACM's using Polarized Light Microscopy (PLM) utilizing a laboratory which meets accreditation by federal, state and local requirements
- If required, Analysis for ACM's using Transmission Electron Microscopy (TEM) utilizing a laboratory which meets accreditation by federal, state and local requirements
- Preparation of Inspection Report
- Preparation of an "Affidavit of Absence of Asbestos" form if no ACM is identified.

The survey will be performed by a certified New York State Department Of Labor Asbestos Inspector.



**TESTING MECHANICS CORP.**  
**ENVIRONMENTAL TESTING AND MONITORING**  
3770 Merrick Rd. Seaford LI New York 11783 (516) 221-3800

**QUOTE # 051818-001 - CONTINUED**

**PROPOSED COST OF SERVICES:**

The Not to Exceed cost for this project, as described, is \$ 1,500.00

IMPORTANT NOTE: Recent New York State Department of Health requirements for the testing of Surfacing Material Containing Vermiculite (SM-V) have resulted in expensive analytical costs for this type of material. If of Surfacing Material Containing Vermiculite (SM-V) is identified, the material will be classified as "Presumed ACM", and not analyzed as part of this investigation. If present, and if the analysis of this material is desired, the costs and payment structures for the analysis will be addressed separately.

If this proposal meets with your approval, please sign and return one (1) copy of it for our files, at which time the aforementioned scope of work will be scheduled. Payment is due upon completion of our work and submission of our reports. The approximate report turn around time is seven to ten business days following the last day of field activities. This quotation shall be valid for a period of 6 months from the date presented. This proposal includes one (1) hard copy and one (1) electronic copy of the report of our findings. Additional hard copies of all reports, if requested, shall be billed at a rate of \$ 275.00 per report. This cost would be incurred above any not to exceed costs. We feel confident that Testing Mechanics Corporation can provide the excellent services that you expect. Should you have any questions concerning our quotation, or our services, please do not hesitate to contact me.

Respectfully submitted,

TESTING MECHANICS CORPORATION.

Paul Calzolano  
Technical Director

PC:eb

AGREED & ACCEPTED BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Ms. Ann Fangmann, AICP, Executive Director  
City of Glen Cove Community Development Agency



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APR 30 2018

GLEN COVE COMMUNITY  
DEVELOPMENT AGENCY



Municipal Engineering & Infrastructure  
Civil/Site/Structural Design  
Building & Site Inspections

April 30, 2018

Ann S. Fangmann, AICP  
Executive Director, Glen Cove CDA & IDA  
City Hall - 9 Glen Street  
Glen Cove, NY 11542

Re: Proposed Fire Department Kitchen Upgrades – Plans & Specifications

Dear Ms. Fangmann:

*Newport Professional Engineering, PC* is pleased to provide this proposal for Engineering Support Services relating to the above-captioned project.

The following Tasks are anticipated to be performed during the Design Phase;

- a) Coordinate and conduct an initial Scoping Meeting with City of Glen Cove Representatives to review project scope and planned evaluation activities to be performed; Review elements for inclusion of Kitchen upgrades, including new cabinetry, sinks, refrigerator, cooking appliances, kitchen hood/ansul system;
- b) Newport to utilize existing available plans, field measure to confirm existing Kitchen area and associated appurtenances, and prepare As-Built of existing conditions;
- c) Newport to prepare one (1) GC bid package to include all GC related components including general architectural, associated plumbing and electrical schematics, bid proposer forms, and requirements complying with GCCDA & NYSDOL;

[Not included is any suspected asbestos containing materials (SACM) investigation to determine extent of asbestos containing materials within scope of project]

71 West Main Street, Suite 6  
Oyster Bay, New York 11771  
Tel: 516.922.2672  
Fax: 516.922.2686  
[www.newportpe.com](http://www.newportpe.com)

The following Tasks are anticipated to be performed during the Construction Phase;

- d) Newport to attend pre bid meeting to answer contractor questions during bid phase and review and provide the City with Recommendation for Award letter;
- e) Newport to review all shop drawings submitted by the General Contractor to determine compliance to the intent of the design;
- f) Newport to provide the City of Glen Cove assigned Project Manager support during construction phase with periodic site inspections, review monthly payment claim vouchers, punch list and project closeout.

#### **FEES & PAYMENT TERMS**

- A. For the Scope of Services Items Ia-f - The Engineering Fee would be performed on a Lump Sum basis of \$ 19,500.00;
- B. Reimbursable expenses are in addition to the fee for Professional Services and include items such as blueprinting and photocopying, photographic expenses, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost.
- C. Additional Services - The Fee would be performed on a time card (hourly rate) basis.
- D. Invoices shall be submitted regularly based on the task, covering the basic and additional work services, if any, performed and for reimbursable expenses incurred during that period. Payment is due within 15 days of invoicing.
- E. Newport Engineering will maintain general liability insurance in minimum limit of \$2,000,000.00 with the City of Glen Cove named as an additional insured, professional liability insurance, workers comp and disability.

#### **ADDITIONAL SERVICES**

If during the course of our involvement in the Project, you as the Client decide to change your design or the other requirements for the Project or change the scope of the Project

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for any reason, or if there are circumstances that arise that neither you nor we were aware of and as a result, we have to do additional work then we will charge you for such Additional Services.

In addition, Additional Services shall also include but not be limited to any services requested by Client in addition to the Basic Services, such as appearing at any municipal hearings, planning and zoning board presentations, site and coordination meetings, doing additional studies, evaluating proposed changes to our designs and visiting the Project site for any other purpose. Any services you request that we provide that are not listed as a Basic Service in Section I (Scope of Services) above shall be an Additional Service. Other than an emergency situation, we will *not* undertake Additional Services without your authorization.

All Additional Services will be invoiced at the following hourly rates:

Principal/Project Manager	\$ 175.00 per hour
Project Engineer	\$ 125.00 per hour
Draftsman	\$ 75.00 per hour
Administration	\$ 35.00 per hour

### **III. PROPOSAL ACCEPTANCE & CONTRACT & GENERAL CONDITIONS**

Drawings, Plans, Specifications, Calculations prepared by Newport Professional Engineering, P.C. are instruments of professional services to be used only by you for the project described in subject proposal and not for any purpose. If you permit Newport Professional Engineering, P.C. Drawings, Plans, Specifications, Calculations to be used for any other purpose, you agree to indemnify and hold Newport Professional Engineering, P.C. harmless against all damages, claims, losses, including defense costs arising out of any re-use, including reasonable attorney's fees.

The client shall to the fullest extent permitted by law, indemnify and hold harmless Newport Professional Engineering, P.C., its officers, employees, agents, and sub-consultants from and against all damage, liability, and cost including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance of the services included in subject proposal, excepting only those damages, liabilities, or costs attributable to the negligence or willful misconduct of Newport Professional Engineering, P.C.

The project owner, and all contractors hired by the owner to implement, build, or install project services as designed or specified in this proposal by Newport Professional

71 West Main Street, Suite 6  
Oyster Bay, New York 11771  
Tel: 516.922.2672  
Fax: 516.922.2686  
[www.newportpe.com](http://www.newportpe.com)

Engineering, P.C., said owner agrees by signing this contract that they will indemnify, protect, save and hold harmless Newport Professional Engineering, P.C. from any claims, demands or liability, for any injury to, including death of, persons and any loss or damages to property resulting from acts of negligence on the part of said owner, and all contractors hired by the owner in implementing this project.

The responsibility of the project owner and his appointed contractors for enforcing the accurate and faithful performance of the project is not relieved or affected in any respect by the presence of a Newport Professional Engineering, P.C. engineer/inspector at the site. Newport Professional Engineering, P.C. is not performing any supervision of contractors, and is not performing any construction administration.

It is required by Newport Professional Engineering, P.C., that any all contractors hired by the project owner, or their agent or representative, to implement this project using the services, drawings and maps provided by Newport Professional Engineering, P.C. to be fully insured including general liability insurance and additionally projects/completed operations liability insurance.

The work proposal may be terminated at any time by either party should the other party fail to perform its obligation hereunder. In the event of termination for any reason whatsoever, the client shall pay Newport Professional Engineering, P.C. for all services rendered to the date of termination.

#### **Change of Scope**

For any and all additional work outside of the scope of the scope of this proposal that is requested by the client or the client's representative, Newport Professional Engineering, P.C, professional engineer time will be billed not to exceed \$175.00 per hour per man unless a fixed fee is mutually agreed upon by both parties.

#### **Collections**

For late payments, interest will be accrued beginning 30 days after services rendered and invoiced, at a rate of 1.5% per month (or the maximum legal rate) on all unpaid balances.

Thank you for considering Newport Professional Engineering, P.C. for this project.

Very truly yours,

*Nicholas J. DeSantis*

Nicholas J. DeSantis, P.E.

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Oyster Bay, New York 11771  
Tel: 516.922.2672  
Fax: 516.922.2686  
[www.newportpe.com](http://www.newportpe.com)

4/30/2018  
Page 5 of 5

TO BE COMPLETED BY CLIENT:

Accepted by \_\_\_\_\_  
PRINT NAME

Signature \_\_\_\_\_

Date \_\_\_\_\_

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Oyster Bay, New York 11771  
Tel: 516.922.2672  
Fax: 516.922.2686  
[www.newportpe.com](http://www.newportpe.com)



JAMES  
O'GRADY  
architects  
aia

RECEIVED

APR 30 2018

GLEN COVE COMMUNITY  
DEVELOPMENT AGENCY

APRIL 30, 2018

Ms. ANN FANGMANN, DIRECTOR  
GLEN COVE CDA  
9-13 GLEN STREET  
GLEN COVE, NY 11542

RE: COVE ANIMAL RESCUE  
40 SHORE ROAD, GLEN COVE, NY 11542

DEAR Ms. FANGMANN,

AS YOU PROBABLY KNOW, I WAS THE ARCHITECT FOR WHAT I'LL CALL PHASE I OF THIS RENOVATION. THANK YOU FOR THE OPPORTUNITY TO CONTINUE THE WORK AT THE SHELTER. IT IS MY PLEASURE TO MAKE THE FOLLOWING PROPOSAL.

RECAPPING MY NOTES, THE SALIENT POINTS TO BE ADDRESSED ARE:

1. DESIGN TWO ISOLATION ROOMS FOR INCOMING DOGS WITH A SEPARATE HVAC SYSTEM.
2. REDESIGN PLANT ROOM AS THREE SEASON TRAINING ROOM.
3. PREPARE DRAWINGS AND SPECIFICATIONS FOR PUBLIC BIDDING.

THE PROCESS OF THE WORK AND BASIC SERVICES PROVIDED ARE AS FOLLOWS:

**DESIGN PHASE:** TO EXPLORE DIFFERENT SCHEMES THAT SATISFY THE PROGRAM REQUIREMENTS IN RELATION TO THE EXISTING BUILDING AND THE SITE PLAN. TO INTERFACE BETWEEN THE CITY AND THE SHELTER. TO DEVELOP THE BEST PLAN IN TERMS OF EXTERIOR DESIGN, MASSING, FENESTRATION, INTERIOR ELEVATIONS, MATERIAL SELECTION, ETC.

**PRODUCTION DOCUMENTS PHASE:** TO PRODUCE WORKING DRAWINGS FROM THE ACCEPTED DESIGN DRAWINGS THAT SPECIFY IN DETAIL THE MATERIALS AND METHODS OF CONSTRUCTION. DRAWINGS SHALL INCLUDE FLOOR PLANS, ELEVATIONS, SECTIONS, CONSTRUCTION DETAILS, PLUMBING DIAGRAMS, HVAC PLANS, LIGHTING PLANS, ETC. AS REQUIRED.

**BIDDING PHASE:** TO ASSIST YOU IN THE SELECTION OF A CONTRACTOR. TO CONSIDER ALTERNATE CONSTRUCTION TECHNIQUES AND MATERIALS OFFERED BY

THE CONTRACTOR. TO ANALYZE COST SAVINGS OPTIONS AS THEY MAY BE PRESENTED.

**CONSTRUCTION OBSERVATION PHASE:** TO REPRESENT YOUR INTERESTS ON SITE DURING CONSTRUCTION TO ASSURE THE QUALITY AND ACCURACY OF THE WORK (UP TO THREE VISITS). TO TROUBLESHOOT CONFLICTING UNFORESEEN CONDITIONS DURING CONSTRUCTION. TO INTERFACE BETWEEN YOU AND THE CONTRACTOR. TO ADVISE ON PAYMENTS TO THE CONTRACTOR.

THE FLAT FEE FOR THE BASIC SERVICES OUTLINED ABOVE IS \$12,400.00, PAYABLE AS FOLLOWS:

30% AS RETAINER,  
30% UPON COMPLETION OF DESIGN, AND  
40% UPON COMPLETION OF PRODUCTION DOCUMENTS.

INTEREST SHALL ACCRUE AT 1.5% PER MONTH AFTER 15 DAYS OF NON-PAYMENT.

ADDITIONAL SERVICES, INCLUDING, BUT NOT LIMITED TO, PREPARATION FOR AND REPRESENTATION AT ARCHITECTURAL REVIEW BOARD MEETINGS, PLANNING BOARD MEETINGS, ZONING BOARD OF APPEALS MEETINGS, COORDINATION WITH SPECIAL CONSULTANTS, ADDITIONAL CONSTRUCTION OBSERVATION, AND ADDITIONAL SERVICES ENUMERATED ABOVE, IF REQUESTED, WILL BE BILLED HOURLY. HOURLY RATES ARE AS FOLLOWS:

PRINCIPAL	\$225/HR.
SR. ARCHITECT	\$ 150/HR.
DRAFTSMAN	\$ 75/HR.

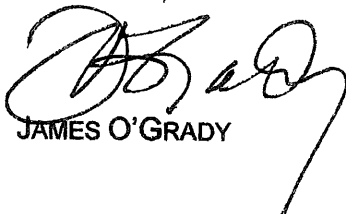
REIMBURSABLE EXPENSES, SUCH AS BLUEPRINTING, POSTAGE, COMPUTER PLOTTING, ETC. WILL BE BILLED AT COST.

THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING THE ARCHITECT AND/OR MUNICIPALITY WITH AN ACCURATE SURVEY, TEST BORINGS, TOPOGRAPHIC DATA, MATERIALS TESTING, RADIUS MAPS, ETC. AS MAY BE REQUIRED.

THIS PROPOSAL DOES NOT INCLUDE THE TESTING OR REMEDIATION OF HAZARDOUS MATERIALS. I WILL ASSIST YOU IN FILING FOR THE BUILDING PERMIT.

YOUR RETAINER DEMONSTRATES YOUR ACCEPTANCE OF THIS LETTER AGREEMENT. I LOOK FORWARD TO WORKING WITH YOU ON THIS PROJECT. IF YOU HAVE ANY QUESTIONS OR COMMENTS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,



JAMES O'GRADY

Marks Paneth LLP  
685 Third Avenue  
New York, NY 10017  
P 212.603.8800  
F 212.370.3759  
markspaneth.com

**M A R K S P A N E T H**  
ACCOUNTANTS & ADVISORS

VIA EMAIL (SClarson@cityofglencoveny.org)

May 14, 2018

Sandra Clarson  
City Controller  
City of Glen Cove  
9 Glen Street  
Glen Cove, New York 11542

**Re: Engagement Letter for 2018**

Dear Ms. Clarson:

Marks Paneth LLP ("Marks Paneth" or "we" or "our" or "us") is pleased to confirm our understanding of the services we are to provide to the City of Glen Cove, New York ("City" or "you" or "your(s)").

The objective of our engagement is to provide staff resources to you to assist in the closing of the City's books on a quarterly basis, the preparation of the Annual Update Document ("AUD"), and any additional projects deemed necessary by the City. Our staff will provide what is commonly called "client-assistance" procedures, meaning they will perform procedures selected by and supervised by appropriate City's staff and management.

Included in the quarterly services, will be the preparation of an interim financial statement of the General Fund for each quarter. This statement will be restricted for management and for internal purposes only.

Our assistance will be directed to the financial information that you have identified as being of concern to you. We will be relying on the sufficiency, accuracy, and reliability of information provided by the City. Also, our ability to perform the requested procedures will depend on the cooperation of the management of the City.

The sufficiency of the procedures is solely your responsibility. Our procedures are limited to those which you have determined will best meet your informational needs and may not necessarily disclose all significant errors, fraud, or illegal acts that may exist. Our procedures will not constitute an audit, review, or compilation of the information provided and, accordingly, we will not express a conclusion or provide any other form of assurance on the completeness or accuracy of the information.

In addition, you agree not to enter into any discussion regarding employment with any current professional employee of Marks Paneth assigned to these services without our permission.

**TIMING AND LEVEL OF SERVICES TO BE RENDERED**

The timing of our services will correspond to each calendar quarter. Generally, staff will be available the first two weeks of the month following the end of a calendar quarter. Exact dates will be determined for each quarter end. Our staff will be expected to provide 16 hours and 8 hours, respectively, of work each day.

At your request, we will make two staff members available during the periods previously described above. These staff will generally be from our Senior Manager and Associate levels, although we may assign different levels of staff, based upon availability.

If additional staff are requested, we will attempt to meet this request, subject to the availability of our staff. We may also assign staff to this project, only when necessary, from firms that Marks Paneth uses as subcontractors for various audit engagements that we perform.



Sandra Clarson  
City of Glen Cove  
Client: XXXXXX.XXXX

May 14, 2018  
Page 2 of 4

**COST OF SERVICES**

**Quarterly Services**

The cost of the quarterly services and the interim financial statement of the General Fund will be billed at a fixed rate of \$5,250 per quarter through June 30, 2019.

**Preparation of the AUD and Additional Projects**

The cost of services will be based upon hourly billing rates and the number of staff and senior manager hours provided. Since the staff will be from various levels, we propose that a blended hourly rate be used for simplicity and to not penalize the City if more experience staff are assigned to the project. The 2018 hourly rates for the preparation of the AUD and any additional projects deemed necessary by the City would be as follows:

- Staff	\$125
- Senior Manager	\$250
- Partner	\$390

These rates represent a discount of 30 percent from our standard billing rates.

Payments for these services are requested to be in the offices of Marks Paneth no later thirty days of receipt of an invoice for the work performed within each month. We request a retainer of \$2,000 be paid upon signing this engagement letter, which will be applied to the services performed for the first quarter, June 30, 2018.

If the above agrees with your understanding of the terms of our engagement, please sign this letter and PDF the entire letter to my email at [WRuppel@markspaneth.com](mailto:WRuppel@markspaneth.com). Then send a payment for the first installment of \$2,000, as follows.

88 Froehlich Farm Blvd  
Woodbury, NY 11797  
Attention: Accounts Receivable Department

Or via wire transfer to:

Signature Bank  
565 Fifth Avenue New York NY 10017 Wire ABA: 026013576  
Swift Code "International": SIGNUS33 Marks Paneth LLP Acct: 1501785640

Sincerely,



Warren Ruppel, CPA  
Partner  
Nonprofit, Government & Healthcare Group

Enclosures

**RESPONSE:**

This letter and its attached Appendix correctly sets forth the understanding of the City of Glen Cove, New York

Signature: \_\_\_\_\_

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

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

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

## APPENDIX

We shall be obligated only for work or deliverables specified in the engagement letter, and only for changes in such scope that are set forth in a writing duly executed by the parties hereto. To the extent all specific details of the engagement are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. Unless expressly provided for, the Firm's services do not include giving testimony or appearing or participating in discovery proceedings; in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings.

Marks Paneth agrees that any (i) proprietary information about the City or its business operations or (ii) client-identifiable information regarding a client of the Organization, which is disclosed to or obtained by Marks Paneth, is confidential ("Confidential Information"). Marks Paneth shall not disclose Confidential Information to any third party for any purpose except as expressly authorized in writing by the Foundation or as required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards.

In the event you request that Marks Paneth provide information related to the services to you, or Marks Paneth is required pursuant to law, regulation, subpoena or applicable professional standards and/or rules to produce information or its personnel as witnesses with respect to the services, you shall reimburse Marks Paneth, its successors and assigns, partners and principals for any professional time and expenses (including reasonable legal fees) incurred to respond to the request, provided that Marks Paneth is not a party to the proceeding or the subject of the investigation in which the information is sought. Marks Paneth shall, to the extent legally permissible, notify you promptly of any such request unless such request is made pursuant to regulatory oversight applicable to Marks Paneth.

We acknowledge your right to terminate our services at any time and you acknowledge our right to resign at any time, including but not limited to, for non-payment of fees. In either case, you acknowledge our right to payment for all direct and indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this engagement letter require, plus applicable interest, costs, fees and attorney's fees. Should you or we exercise the right to terminate our services, such termination shall be in writing and shall be effective upon delivery by mail, overnight mail, or email transmission.

In the unlikely event of a claim or controversy arising out of or relating to this engagement that are not resolved by mutual agreement, the matter shall first be submitted for good faith mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes. If the matter is not resolved by mediation within 60 days of its submission to the mediator, then and only then the matter shall be submitted for binding arbitration administered by the American Arbitration Association in accordance with its then current Professional Accounting and Related Services Dispute Resolution Rules. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear their own costs and expenses from the mediation and, if necessary, the arbitration. The fees and expenses of the mediator shall be shared equally by the parties. If arbitration is necessary, then each party will be responsible for its own proportionate share of the arbitrator's fees and expenses.

The place of arbitration shall be New York, New York. The arbitration shall be governed by the laws of the State of New York. The arbitration will be conducted before a single arbitrator who is experienced in accounting and auditing matters. The arbitrator shall not have authority to award consequential, punitive or exemplary damages. Any award in an arbitration initiated under this engagement letter shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The award of the arbitrator shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

You agree that Marks Paneth's and its personnel's maximum liability to you and your personnel for any errors or omissions (including negligent errors and omissions) committed by Marks Paneth and/or its personnel arising out of or related to this engagement letter or the services will be limited to the amount actually paid for the services. You also hereby release Marks Paneth and its personnel from any liability, costs, fees, expenses, and damages (including defense costs) relating to the services hereunder, which are attributable to any information provided by you or your agent(s) that is not complete, accurate or current.

Except for the indemnification obligation set forth herein, in no event shall either party be liable to the other party or its personnel for any consequential, indirect, incidental, punitive or special damages, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

Sandra Clarson  
City of Glen Cove  
Client: XXXXXX.XXXX

May 14, 2018  
Page 4 of 4

You agree that in no event shall any action or claim, regardless of its form, arising out of or related to this engagement letter or the services be brought after the earlier of (a) 12 months after discovery of facts giving rise to any such alleged claim; or (b) 12 months after the completion of the particular services giving rise to the action or claim. Any action or claim not brought within that time period shall be barred without regard to any other limitations period set forth by law or statute.

You shall indemnify and hold harmless Marks Paneth and its personnel from and against all claims by third parties and resulting damages, liabilities or losses (including costs and legal fees) arising out of or related to this engagement letter or the services. The preceding sentence shall not apply to the extent it is determined that the loss was caused by Marks Paneth's gross negligence or willful misconduct. You shall also indemnify Marks Paneth and its personnel from any liability, costs, fees, expenses, and damages (including defense costs) associated with any third-party claim arising from or relating to your misrepresentations, false or incomplete information provided to Marks Paneth in the performance of its services, or third party reliance on Marks Paneth work product or deliverable.

Except to the extent expressly provided hereto to the contrary, this engagement is between Marks Paneth and the parties listed in the engagement letter. Third-party beneficiaries are not intended.

You may not use Marks Paneth's name or trademarks without prior written consent.

No right, duty, cause of action or obligation arising out of this engagement may be assigned by you to anyone for any purpose without Marks Paneth's prior written consent, and any purported assignment or assignments made without Marks Paneth's consent shall be void.

Marks Paneth is a member of Morison KSi Ltd. ("MKSi"). MKSi is comprised of independent firms. These firms are members of MKSi, but are separate legal entities. No MKSi member firms are agents, or partners of MKSi or other member firms, and no MKSi member firm has authority to enter into any legal obligations on behalf of MKSi or another member. If Marks Paneth introduces you to another MKSi member firm, Marks Paneth does not accept any liability for work which that member firm may carry out on your behalf.

**\*\* END\*\***



54 Elizabeth Street, Suite #17  
Red Hook, NY 12571  
(845) 758-0104 • FAX (845) 758-0884

## CHANGE ORDER

Client: City of Glencove  
Address: 9 Glen Street  
Glen cove, NY 11542  
[Click here to enter Client Address](#)

Contact Person: Sandra Clarson  
Account Executive: Jason Browne  
Date: **05/03/2018**

Item	Unit Price	Units	Total
Lock Box Processing – Add Scanline to Bills	1	1	3500
Add menu choice to process lock box import files. This will			
Import the payments from the bank and create payment batches			
To be processed as a normal batch is processed.			
Lockbox Annual Support billed as an increase to Tax Support	1	1	300

**TOTAL: \$3800.00**

Timeline: We will work with the bank in april to try to be up and running by May 1<sup>st</sup>. June 1<sup>st</sup> will be the latest.

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**LiRo GIS and Survey, P.C.**

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 [www.liro.com](http://www.liro.com)

March 26, 2018

Louis Saulino  
Director, Department of Public Works  
City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

**RE: GIS Based Map Grid**

Dear Mr. Saulino,

At the City's request, LiRo GIS and Survey, P.C. (LiRo) is pleased to submit our proposal to provide a GIS based Map Grid. LiRo will develop the grid in Esri's ArcGIS for Desktop format. The grid will consist of approximately 17 polygons as shown in the figure.

The grid will be designed based on the City's requirements for hard copy size and scale and will encompass the entire City. It will be flexible and can be used for printing several different scales and sheet sizes. LiRo recommends using a template size of 22" x 34" for a standard sheet, which allows printing of a half size on 11" x 17" paper. A street index table will be generated based on the grid values. LiRo will work with the City to develop a standard mapping template and provide up to two hours of on-site training.



The fee for the above services is a lump sum of \$2360. If you require any additional information or have any questions about the enclosed materials, please feel free to contact me at [annitto@liro.com](mailto:annitto@liro.com) or (516) 746-2350.

Sincerely,  
**LiRo GIS and Survey, P.C.**

*Richard Anitto*  
Richard Anitto  
Vice President

Authorization to Proceed

\_\_\_\_\_  
Name and Title

\$2360

\_\_\_\_\_  
Fee\_\_\_\_\_  
Signature\_\_\_\_\_  
Date



**SPECTRUM SECURITY & COMM. LTD.**

77 CEDAR SWAMP ROAD  
GLEN COVE, NY 11542  
516-676-3188 Fax 516-656-0610  
License# 12000170862

**NVR PROPOSAL**

NVR PROPOSAL 1000418

Proposal Date 3/12/18  
SalesPerson Ruben Santana  
Site Contact Carol Waldman  
Telephone 516-759-9610  
Fax Number 516-759-5331

Job Site

Page 1

GLEN COVE OFFICE OF SENIOR SERVICES  
130 Glen Street  
Glen Cove, NY 11542

GLEN COVE OFFICE OF SENIOR SERVICES  
130 Glen Street  
Glen Cove, NY 11542

**Proposed Items**

Qty	Description	Location	Category
1.00	NVR 32Ch Upto 4K HDMI  Connectivity Technology: Wired HD Recording: Yes System Components: Network Video Recorder Hard Drive: 6 TB Video Formats: H.264, H.264+, H.265, MPEG-4 Maximum Resolution: 4000 x 3000 Ethernet: Yes Remote Management: Yes USB: Yes Total Number of Audio In Ports: 1 Total Number of Audio Out Ports: 2 Number of VGA Out: 2 HDMI: Yes Height: 3.5" Width: 18.5" Depth: 17.5" Weight (Approximate): 22.05 lb - without HDD Limited Warranty: 36 Month	32 Camera NVR	NVR Recorder
1.00	28 Port GIG POE 4Port SFP 185W  Total Number of Network Ports: 24 Uplink Port: No Modular: No Stack Port: No Port/Expansion Slot Details: 24 x Gigabit Ethernet Network, 4 x Gigabit Ethernet Expansion Slot Media Type Supported: Optical Fiber, Twisted Pair Ethernet Technology: Gigabit Ethernet Network Technology: 10/100/1000Base-T, 1000Base-X Number of Total Expansion Slots: 4 Expansion Slot Type: SFP Number of SFP Slots: 4 Layer Supported: 2 Manageable: Yes Power Source: Power Supply Redundant Power Supply Supported: No Form Factor: Desktop, Rack-mountable Limited Warranty: Lifetime	NVR POE Switch	POE SWITCH

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Job Site

Page 2

**GLEN COVE OFFICE OF SENIOR SERVICE!**  
130 Glen Street  
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1.00 4mp/Vandom/IR/WDR/2.8mm IP66

Boutique

Dome Camera

HD Recording: Yes Night Vision Distance: 32.81 ft Image Sensor Type: CMOS Color  
Supported: Color Effective Camera Resolution: 4 Megapixel Video Formats: H.264, H.264  
+, Motion JPEG Maximum Video Resolution: 2688 x 1520 Maximum Focal Length: 2.80  
mm Connectivity Technology: Cable Remote Management: Yes Network (RJ-45): Yes  
Placement: Corner Mount, Pendant Mount, Pole Mount, Wall Mount



1.00 4mp/Vandom/IR/WDR/2.8mm IP66

Entrance R.Side

Dome Camera

HD Recording: Yes Night Vision Distance: 32.81 ft Image Sensor Type: CMOS Color  
Supported: Color Effective Camera Resolution: 4 Megapixel Video Formats: H.264, H.264  
+, Motion JPEG Maximum Video Resolution: 2688 x 1520 Maximum Focal Length: 2.80  
mm Connectivity Technology: Cable Remote Management: Yes Network (RJ-45): Yes  
Placement: Corner Mount, Pendant Mount, Pole Mount, Wall Mount



1.00 4mp/Vandom/IR/WDR/2.8mm IP66

Shop

Dome Camera

HD Recording: Yes Night Vision Distance: 32.81 ft Image Sensor Type: CMOS Color  
Supported: Color Effective Camera Resolution: 4 Megapixel Video Formats: H.264, H.264  
+, Motion JPEG Maximum Video Resolution: 2688 x 1520 Maximum Focal Length: 2.80  
mm Connectivity Technology: Cable Remote Management: Yes Network (RJ-45): Yes  
Placement: Corner Mount, Pendant Mount, Pole Mount, Wall Mount





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NVR PROPOSAL 1000418

Proposal Date 3/12/18  
SalesPerson Ruben Santana  
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Job Site

Page 3

**GLEN COVE OFFICE OF SENIOR SERVICE!**  
130 Glen Street  
Glen Cove, NY 11542

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130 Glen Street  
Glen Cove, NY 11542

1.00 4mp/Vandom/IR/WDR/2.8mm IP66

Back Foyer

Dome Camera

HD Recording: Yes Night Vision Distance: 32.81 ft Image Sensor Type: CMOS Color  
Supported: Color Effective Camera Resolution: 4 Megapixel Video Formats: H.264, H.264  
+, Motion JPEG Maximum Video Resolution: 2688 x 1520 Maximum Focal Length: 2.80  
mm Connectivity Technology: Cable Remote Management: Yes Network (RJ-45): Yes  
Placement: Corner Mount, Pendant Mount, Pole Mount, Wall Mount



2.00 4mp/Vandom/IR/WDR/2.8mm IP66

2 Lower Level

Dome Camera

HD Recording: Yes Night Vision Distance: 32.81 ft Image Sensor Type: CMOS Color  
Supported: Color Effective Camera Resolution: 4 Megapixel Video Formats: H.264, H.264  
+, Motion JPEG Maximum Video Resolution: 2688 x 1520 Maximum Focal Length: 2.80  
mm Connectivity Technology: Cable Remote Management: Yes Network (RJ-45): Yes  
Placement: Corner Mount, Pendant Mount, Pole Mount, Wall Mount



1.00 4MP/TUR/WDR/EXIR/2.8/1P66

Craft Room

IP CAMERA

HD Recording: Yes Night Vision Distance: 98.43 ft Image Sensor Type: CMOS Color  
Supported: Color Effective Camera Resolution: 4 Megapixel Video Formats: H.264, H.264  
+, Motion JPEG Maximum Video Resolution: 2688 x 1520 Maximum Focal Length: 2.80  
mm Connectivity Technology: Cable Remote Management: Yes Network (RJ-45): Yes  
Placement: Ceiling Mount, Pole Mount, Wall Mount Form Factor: Turret Height: 3.8  
Weight (Approximate): 1.48 lb



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Job Site

Page 4

### GLEN COVE OFFICE OF SENIOR SERVICE!

130 Glen Street  
Glen Cove, NY 11542

### GLEN COVE OFFICE OF SENIOR SERVICE!

130 Glen Street  
Glen Cove, NY 11542

1.00 4mp/Vandom/IR/WDR/2.8mm IP66

Elevator Foyer

Dome Camera

HD Recording: Yes Night Vision Distance: 32.81 ft Image Sensor Type: CMOS Color  
Supported: Color Effective Camera Resolution: 4 Megapixel Video Formats: H.264, H.264  
+, Motion JPEG Maximum Video Resolution: 2688 x 1520 Maximum Focal Length: 2.80  
mm Connectivity Technology: Cable Remote Management: Yes Network (RJ-45): Yes  
Placement: Corner Mount, Pendant Mount, Pole Mount, Wall Mount



1.00 4mp/Vandom/IR/WDR/2.8mm IP66

Brain's Fitness

Dome Camera

HD Recording: Yes Night Vision Distance: 32.81 ft Image Sensor Type: CMOS Color  
Supported: Color Effective Camera Resolution: 4 Megapixel Video Formats: H.264, H.264  
+, Motion JPEG Maximum Video Resolution: 2688 x 1520 Maximum Focal Length: 2.80  
mm Connectivity Technology: Cable Remote Management: Yes Network (RJ-45): Yes  
Placement: Corner Mount, Pendant Mount, Pole Mount, Wall Mount



1.00 4mp/Vandom/IR/WDR/2.8mm IP66

Adult Room

Dome Camera

HD Recording: Yes Night Vision Distance: 32.81 ft Image Sensor Type: CMOS Color  
Supported: Color Effective Camera Resolution: 4 Megapixel Video Formats: H.264, H.264  
+, Motion JPEG Maximum Video Resolution: 2688 x 1520 Maximum Focal Length: 2.80  
mm Connectivity Technology: Cable Remote Management: Yes Network (RJ-45): Yes  
Placement: Corner Mount, Pendant Mount, Pole Mount, Wall Mount



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## NVR PROPOSAL

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Job Site

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**GLEN COVE OFFICE OF SENIOR SERVICE!**  
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**GLEN COVE OFFICE OF SENIOR SERVICE!**  
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1.00 Bracket, Wall Mount, 110mm

Hanging Box For Cam CAMERA BRAC

10.00 Bracket, Conduit Base, 135mm

Back Box For Cameras Back Box



1.00 CAT6 Wire Per Run  
CAT6 Wire Runs for Internet and Networking

Camera Wiring CAT6 WIRING



1.00 TATUNG MONITOR  
21.5" COLOR MONITOR FOR DVR OR NVR RECORDER.

Reception Area TV MONITOR



1.00 HDMI 50 Feet

For Recept Monitor HDMI CABLES

Enables transmission of High Dynamic Range (HDR) video Full 18Gbps bandwidth UltraHD, 4K@60 2160p EMI tested to ensure cables minimize interference with wireless signals Up to 32 audio channels with ARC for a multi-dimensional immersive audio experience Support for the wide angle theatrical 21:9 video aspect ratio Certified Premium HDMI ensures installations are ready for today's 4K/UltraHD environment and are future-proofed UL Listed, CL3 Rated



## **SPECTRUM SECURITY & COMM. LTD.**

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GLEN COVE, NY 11542  
516-676-3188 Fax 516-656-0610  
License# 12000170862**

## **NVR PROPOSAL**

**NVR PROPOSAL 1000418**

<b>Proposal Date</b>	<b>3/12/18</b>
<b>SalesPerson</b>	<b>Ruben Santana</b>
<b>Site Contact</b>	<b>Carol Waldman</b>
<b>Telephone</b>	<b>516-759-9610</b>
<b>Fax Number</b>	<b>516-759-5331</b>

Job Site

Page 6

**GLEN COVE OFFICE OF SENIOR SERVICE!  
130 Glen Street  
Glen Cove, NY 11542**

**GLEN COVE OFFICE OF SENIOR SERVICE!  
130 Glen Street  
Glen Cove, NY 11542**

### **1.00 IP Audio Video Adaptor**

Outside Rear Door Intercom

- Compatible with 32 & 64 bit Operating Systems, Windows XP, Windows Vista, Windows 7
- View individuals while automatically recording the video onto your PC
- Receive an email notification with photo when a visitor is at the door
- Easily talk back and forth with visitors while at the computer
- Combine 20 JK Series and 10 PCs per system
- Conveniently unlock the door while online
- View door station on up to 10 PC's
- Communication: Hands-free
- Bandwidth : 320 K to 8 Mbps

### **Package Contents**

- JKW-IP Intercom-Over-IP Adaptor
- 1 × "OPERATION MANUAL & Software" (CD-ROM)
- 1 × Chinese ROHS (single sheet)
- 2 × Wood Mounting Screws
- 1 × Installation Manual
- Master Station
- 2 × Spacers



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GLEN COVE OFFICE OF SENIOR SERVICE!  
130 Glen Street  
Glen Cove, NY 11542



1.00 Electric Door Strike

2.00 CAT6 Wire Per Run

CAT6 Wire Runs for Internet and Networking



1.00 LABOR TO INSTALL EQUIP.

### \* INSTALLATION BREAKDOWN \*

- 1) MOVING OVER EXISTING CAMERAS
- 2) INSTALLING 10 MORE IP CAMERAS
- 3) INSTALLING MONITOR BY RECEPT.
- 4) INSTALLING NEW 28 POE SWITCH
- 5) PROGRAMMING NVR TO REMOTE ACCESS
- 6) INSTALLING REAR DOOR VIDEO SYSTEM  
WITH REMOTE DOOR RELEASE.

\* LABOR FOR 3 DAYS TO COMPLETE INSTALL. \*

## NVR PROPOSAL

NVR PROPOSAL 1000418

Proposal Date 3/12/18  
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Job Site

Page 7

GLEN COVE OFFICE OF SENIOR SERVICE!  
130 Glen Street  
Glen Cove, NY 11542

Backe Rear Door

Door Strike

Wiring For Intercom

CAT6 WIRING

3 DAYS LABOR

INSTALLATION

## SPECTRUM SECURITY & COMM. LTD.

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GLEN COVE, NY 11542  
516-676-3188 Fax 516-656-0610  
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Glen Cove, NY 11542

### Pricing

Price Of Proposed Job

Total Parts And Labor	8,475.00
Sales Tax	<del>730.99</del>
Total Job Price	<del>9,205.99</del>

### Payment Schedule

Sign Contract & Initial Deposit	4,603.00
Equip Install Job Completed	4,603.00

### Terms And Conditions

All materials is guaranteed to be completed in a workmanlike manner according to standard practices.

Any alteration of deviation from the above specifications involving extra cost will be done only upon written orders, and will become an extra charge over and above the estimate.

All agreements are contingent upon strikes, delays or accidents beyond our control.

**This proposal may be withdrawn by us if not accepted within 90 Days**

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted.



Signature

(Title)

6/4/2018

Date Signed

Signature

(Title)

Date Signed



SCALES INDUSTRIAL TECHNOLOGIES, LLC  
110 VOICE ROAD  
CARLE PLACE, NY 11514  
516-248-9096

**Bill To:** 13776  
CITY OF GLEN COVE  
CITY HALL  
PURCHASING DEPT  
GLEN COVE, NY 11542  
5166762000

## SERVICE QUOTATION

Service Quote Number	
1198194	
Quotation Date	Page
6/8/2018	1 of 4

Quote Expires On 7/8/2018

**Ship To:** Mr. MANNY GRELLA  
CITY OF GLEN COVE  
PUBLIC WKS SEWER DEPT  
100 MORRIS AVE  
GLEN COVE, NY 11547

Request Number		Terms	Quotation Entered By		
ELECTRONIC AUTO DRAIN QUOTE		NET 30	UUUVNOTO		
Requested	UOM	Item ID / Item Description		Unit Price	Extended Price

**Order Note:** Based on our recent inspection of your QUINCY AIR COMPRESSOR Model # 350L we are pleased to submit the following quotation for your consideration:

TECH RECOMMENDS AN ELECTRONIC AUTO DRAIN TO PREVENT ANY BUILD UP OF WATER IN THE TANK.

SUPPLY & INSTALL REPAIR PARTS.

IF UPON DISASSEMBLY WE FIND ANY OTHER MAJOR COMPONENTS DEFECTIVE WE WILL SEND ANOTHER QUOTE.

\*\*\*\*\*Service Item\*\*\*\*\*

1 QUF350-120

Serial Number: 100428001

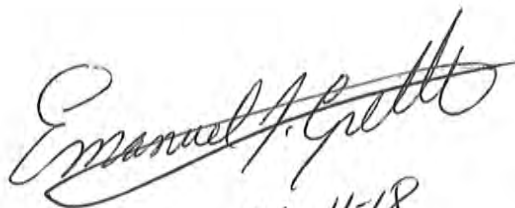
QUINCY RECIP W/120-GAL HORIZONTAL  
TANK

\*\*\*\*\*Service Part\*\*\*\*\*

1.00	EA	MIPQ	PER PROPOSAL	586.00	586.00
1.00	EA	QU2013800416	VALVE,DRAIN,025P,120V/60,CORD	0.00	0.00
			QUEDT-25		

Total Lines: 1

**SUB-TOTAL:** 586.00  
**TAX:** 0.00  
**AMOUNT DUE:** 586.00

  
06-11-18





## Terms and Conditions

1. General. "Unless otherwise expressly agreed in writing by a duly authorized representative of Scales Industrial Technologies LLC ("Scales") these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean Scales and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by Scales.

2. DELIVERY - Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser, Scales may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Scales reserves the right to make delivery installments.

3. SECURITY AND RISK OF LOSS - Upon request from Scales, Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Scales. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States.

4. PAYMENT - If Purchaser fails to pay any invoice when due, Scales may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice.

A service charge of the lesser of 1.5% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Scales, constitute a default in addition to all other remedies Scales may have under these conditions of sale or applicable law. If, in the judgment of Scales, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Scales may require payment in advance or cancel any outstanding order, whereupon Scales shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Scales is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Scales by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

5. FORCE MAJEURE - Scales shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

6. NEW PRODUCT WARRANTY - Scales warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dryers, Scales-designed compressor parts and other Products manufactured by Scales and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first.

Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Scales shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Scales' expense.

Replaced Products become the property of Scales.

Scales warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.

When the nature of the defect is such that it is appropriate in the judgment of Scales to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Scales Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Scales personnel.

The Scales warranty does not extend to Products not manufactured by Scales or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Scales warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.

Used Products, Products not manufactured by Scales or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Scales in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

Any services performed by Scales in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Scales shall be to re-perform the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Scales (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.





## Terms and Conditions Continued

7. **LIMITATION OF LIABILITY** - IN NO EVENT SHALL SCALES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Scales' liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.

All causes of action against Scales arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

8. **PRICES** - Prices to the Purchaser shall be the Scales list price in effect at time of order. Scales may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices.

This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.

This price does not include any Federal, state or local property, license, privilege, sales, service use, excise, value added, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Scales, its subcontractors or suppliers any such taxes, which Scales, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser.

The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

9. **INFORMATION FURNISHED PURCHASER** - Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Scales and may not, without its consent, be copied or communicated to a third party.

10. **PATENT INDEMNITY** - Scales shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Scales, are not supplied according to Purchaser's detailed design, are used as sold by Scales. Purchaser shall have made all payments then due hereunder, and Scales is notified promptly in writing and given authority, information and assistance for the defense of said suit or proceeding; and Scales shall pay all damages and costs awarded in any suit or proceeding so defended, provided that his indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Scales is a contributory infringer. Scales shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Scales shall, at its option and its own expense, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF SCALES AND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT.

To the extent that said Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that Scales is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Scales, Purchaser agrees to indemnify Scales in the manner and to the extent Scales indemnifies Purchaser in this Section 10 insofar as the terms hereof are appropriate.

11. **ASSIGNMENT** - Any assignment of this contract or any rights hereunder, without prior written consent of Scales by a duly authorized representative thereof shall be void.

12. **PARTIAL INVALIDITY** - If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.

13. **REMEDIES** - The remedies expressly provided for in these conditions shall be in addition to any other remedies, which Scales may have under the Uniform Commercial Code or other applicable law.

**NOTE:** Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the Purchaser hereunder, or any acceptance of such equipment or services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.





## Terms and Conditions Continued

14. **PAYMENT.** If Buyer fails to pay any invoice when due, Seller may defer deliveries under this or any other contract with Buyer, except upon receipt of satisfactory security for or cash in payment of any such invoice. Invoices shall be paid in full and Buyer shall not be entitled to deduct, set-off or to withhold payment. Amounts past due shall bear interest at the lower of the maximum rate allowed by law or one and a half percent (1.5%) per month. Failure on the part of Buyer to pay invoices when due shall, at the option of Seller, constitute a default in addition to all other remedies Seller may have under these Terms and Conditions of Sale, applicable law, and/or in equity. If, in the judgment of Seller, the financial condition of Buyer at any time prior to delivery does not justify the terms of payment specified, Seller may require payment in advance or cancel any outstanding order, whereupon Seller shall be entitled to receive reasonable cancellation charges. If Buyer delays shipment, payments based on date of shipment shall become due as of the date when ready for shipment. If Buyer delays completion of manufacture, Seller may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and storage charges may be applied at the discretion of Seller.

For equipment orders under \$100,000:

- a. 35% deposit due upon acceptance of order.
- b. Full balance due net 30 days from date of shipment.

For equipment orders over \$100,000 or with lead times greater than six months, the following payment schedule shall apply:

- a. 35% deposit due upon acceptance of order.
- b. 30% of order value after passage of 1/2 of the time from date of Buyer's order to the originally scheduled delivery to carrier.
- c. 35% of order value, net 30 days from date of delivery to carrier.

Repair service and parts orders are due net 30 days from date of completion of work or shipment.

Seller expressly reserves the right to cease all work on the order if payment is not received in accordance with the payment schedule.

15. **CANCELLATION.** 15.1. Each party shall have the right to cancel the order in whole or in part (with immediate effect upon writing or at a later time at the non-breaching party's discretion) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated (voluntarily or otherwise). In addition, each party shall have the right to cancel the order in whole or in part if the other party fails, within 30 days after receipt of written notice from the non-breaching party specifying the material breach and intent to terminate, to commence and diligently pursue cure of the breach. Notwithstanding anything else, it is acknowledged that Seller may suspend Seller's performance in whole or in part immediately if Buyer fails to make any payments when due.

15.2. Unless Buyer's cancellation is made pursuant to Section 16.1 above, Buyer shall have no right to cancel a Product order (or a part of the order) unless Seller, at its sole discretion, agrees in writing that the order (or the part of the order) may be cancelled and Buyer pays cancellation fees in accordance with this Section 15.2. Unless different cancellation fees are specifically agreed to in a Seller-signed cancellation authorization document for the specific Product being cancelled, the cancellation fees shall be as follows:

### CANCELLATION SCHEDULE

#### Definitions:

**Standard Stocked Equipment** - equipment as shown in the current catalog and available for shipment from the US Distribution Center.

**Standard Non-Stocked Equipment** - equipment as shown in the current catalog but not currently stocked in one of the US Distribution Centers.

**Engineered Equipment** - equipment requiring customized features not shown in the current catalog.

#### Orders for Standard Stocked Equipment

\* 20% of equipment price

#### Orders for Standard Non-Stocked Equipment

A) Prior to release for manufacturing:

\* 20% of equipment price

B) After production has started:

\* 40% of equipment price

C) After production has been completed:

\* 60% of equipment price

#### Orders for Engineered Equipment

A) Prior to release for manufacturing:

\* 20% of the purchase price

B) After production has started

\* 40% of the base compressor price

\* 40% of optional equipment of purchased materials will be charged

C) After production has completed

\* 60% of the base compressor price

\* 100% of optional equipment

# Service Order Form

Order Type: New Service  
SO # 2018-31308

<b>Customer Contact Detail</b>			
Company	City Of Glen Cove		
Address & Contact	Address	9 Glen Street	
	City, State	Glen Cove, NY	
	Phone	(516) 676-2000	
Billing Address & Contact	Name	City Of Glen Cove	Fax
	Billing Address	9 Glen Street	Email
	City, State	Glen Cove, NY 11542	Phone
Technical Contact	Name	Sandra Clarson	Primary Phone (516) 676-2789
	E-mail	sclarson@cityofglencoveny.org	Alternate Phone

<b>Services Detail</b>		<b>Service Type</b>	
Internet *	Service Type	Dedicated Internet Access	Bandwidth 300Mbps
	Total MRC	\$1,000.00	Total NRC \$0.00
			Service Level IP
			IPv4 Block /29 - /27
	* Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lighttower.com		
Location 1 Service Details	Install Lead Time	45 Days	Service Type Dedicated Internet Access
	Connector	1000T	Copper
Location 1	9 Glen St, 1st Floor, Glen Cove, NY 11542		

<b>Order Summary</b>										
Pricing & Contract Terms	Salesperson Sam Mustafic									
	Client Service Mgr Alexandra Taylor									
	Order Contact Sandra Clarson									
	Terms (Months) 36									
	Contact Email sclarson@cityofglencoveny.org									
	<table border="1"> <tr> <td></td> <td>NRC *</td> <td>MRC*</td> </tr> <tr> <td>Internet</td> <td>\$0.00</td> <td>\$1,000.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$1,000.00</td> </tr> </table>		NRC *	MRC*	Internet	\$0.00	\$1,000.00	Total	\$0.00	\$1,000.00
	NRC *	MRC*								
Internet	\$0.00	\$1,000.00								
Total	\$0.00	\$1,000.00								
*Pricing shown does not reflect applicable taxes and fees.										

Services provided in the states below will be provided by either Provider or by the Affiliate of Provider designated below:  
 Fiber Technologies Networks, L.L.C.: IN, KY, MI, OH, WV, WI; Fibernet Direct Florida LLC: FL, GA;  
 Fibernet Direct Texas LLC: LA, OK, TX; Access Fiber Group, Inc.: AL, MO, TN; Wilshire Connection, LLC: CA;  
 Lighttower Fiber Networks II, LLC: CT, DE, DC, IL, ME, MD, MA, NH, NJ, NY, NC, PA, RI, VT, VA.

<b>ORDER ACCEPTANCE</b>			
THIS SERVICE ORDER IS ENTERED INTO BETWEEN PROVIDER AND CUSTOMER EFFECTIVE AS OF THE DATE OF THE LAST SIGNATURE BELOW. THIS SERVICE ORDER IS SUBJECT TO THE PROVISIONS OF THE MASTER SERVICE AGREEMENT BETWEEN CUSTOMER AND PROVIDER DATED _____ ("AGREEMENT"), WHICH IS INCORPORATED HEREIN BY REFERENCE. IN THE EVENT THE DATE IN THE PREVIOUS SENTENCE IS BLANK AND CUSTOMER AND PROVIDER HAVE NOT EXECUTED A MASTER SERVICE AGREEMENT, THEN THIS SERVICE ORDER WILL BE GOVERNED BY THE "CROWN CASTLE TERMS AND CONDITIONS OF SERVICE VERSION 1.0" AVAILABLE AT <a href="https://fiber.crowncastle.com/contracts">HTTPS://FIBER.CROWNCASTLE.COM/CONTRACTS</a> ("STANDARD TERMS"). IN ADDITION, IF PROVIDER AND CUSTOMER HAVE NOT EXECUTED A SERVICE SUPPLEMENT APPLICABLE TO THE TYPE OF SERVICE CONTEMPLATED BY THIS SERVICE ORDER, THEN THE SERVICE-SPECIFIC PORTION OF THE STANDARD TERMS APPLICABLE TO THE SERVICE UNDER THIS SERVICE ORDER SHALL APPLY.			
<b>Customer</b>		<b>Provider</b>	
	City Of Glen Cove		Crown Castle Fiber LLC (f/k/a Lighttower Fiber Networks II, LLC)
Signature		Signature	
Name/Title		Name/Title	
Date		Date	

# Service Order Form

Order Type: New Service  
SO # 2018-31308

## IP Address & BGP Request Form Version 10

Lighttower Fiber Networks conforms to the North American IP Registry (ARIN) policies regarding IP address allocation. As part of its standard service, Lighttower Fiber Networks will assign only the amount of IP addresses that a customer can sufficiently justify with this form for use on their local area network (LAN). Please email completed form with supporting documents to [sales.iprequest@lighttower.com](mailto:sales.iprequest@lighttower.com).

Per ARIN's guidelines (<https://www.arin.net/policy/nrpm.html>), organizations will be assigned address space based on immediate utilization plus six months. Lighttower Fiber Networks is using targets of 25% utilization at service turn up, and 50% at six (6) months. Lighttower Fiber Network explicitly reserves the right to recall any public space not used after the initial six (6) months of the applicable term of any service provided to its customer(s). Organizations must exhibit a high confidence level in their initial and six month utilization and supply documentation as requested. For additional IP block request proof of 80% utilization with detailed host break down or IP SWIP of existing space is required with the new request. Lighttower Fiber Networks reserves the right to perform network scans across its customer's allocations to verify compliance. If you have any questions about the IP assignment policy or process, please review ARIN's Address Assignment Policy and Procedures (<https://www.arin.net/policy/nrpm.html>)

### 1. General Information: All fields are mandatory. Any missing justification will delay in the processing of the request.

Customer Name	
Address 1	
Address 2	
City State ZIP	
ARIN ORG Handle (if available)	
Order Information or Circuit ID	

Technical Contact Name (Last, First)	
ARIN Handle (if available)	
Email Address (if different from ARIN db)	
Direct Phone	

### 2. Existing IP Address Space

Do you currently have IP space?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, who assigned or allocated your IP addresses?		

If you have existing IP address space, are you planning on renumbering into Lighttower Fiber Networks and or associated IP space?

☐ Yes ☐ No

If yes, will you be able to complete your renumbering within three (3) months from date of service delivery?

☐ Yes ☐ No

Please list any allocated IP space at this location even if you are not planning on re-numbering your network.

Subnet/Prefix (w.x.y.z/xx)	Being renumbered?	Date Allocated	Allocated By:	Globally Routable?

# Service Order Form

Order Type: New Service  
SO # 2018-31308

## IP Address & BGP Request Form Version 10 (p 2)

### 3. New IP Space Request

**/24 Requests:** Lighttower will provide a maximum of one /24 equivalent space which can be discontinuous. Lighttower will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRPM 2014.2 section 4.2.3.6, Lighttower must be the primary connection, and as such must have no AS-Path padding or local preference setting that would prefer another path. Lighttower Fiber Networks explicitly reserves the right to recall without customer recourse any public space not used in the fashion herein delineated. You must also have your secondary provider confirm they are providing you with service and that they are not providing you with routable space, only link addresses. For requirements other than stated herein, you must work with ARIN directly.

**IP Request Forecast:** please specify the number of addresses requested and provide the following justification (attaching more pages as needed). Any prefix /29 and larger will be statically routed over a directly connected /30 or /31.

Time Span	Number of Addresses Requested
At service turn up	/29 (6 addresses)
Within three (3) months	/29 (6 addresses)

**Network Address Translation (NAT)** - If NAT (see RFC2663) is not being used, provide an explanation why it cannot be implemented. If NAT is being used, provide some specifics such as Private IP to Public IP ratios.

Host Type/Use	In Use Now	Total after six months	NAT Ratio	Description
<b>Totals</b>				

If you plan to peer with Lighttower, please provide the following information:

ASN:

Requested Advertisement: Pick from Drop Down

MD5 Key (plain text) if desired:

Are you Multihomed?

☐ Yes

☐ No

(If yes, letter from secondary service provider as stated in /24 request section above is required)

**Please provide Letter of Authorization (LOA) on company letterhead for all subnets you plan to advertise to Lighttower.**

### 4. Signature

Customer, through its duly authorized representative, represents and warrants that the above information is true and correct. Customer agrees and understands that Internet Protocol Version 4 address space is limited and that users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently. Customer agrees that each Lighttower Fiber Networks company reserves and shall have the right, without liability, to recall any space allocated to Customer not used after the initial six (6) months of the applicable term for the respective service(s).

Customer:

Name (printed)

Title (printed)

Signature

Date



Agreement Number \_\_\_\_\_

## Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

CITY OF GLEN COVE ACCOUNTS PAYABLE

**Sold-To: Address**

9 GLEN ST, GLEN COVE, NY, 11542-2770, US

**Sold-To: Contact Name**

**Sold-To: Contact Phone #**

**Sold-To: Account #**

Nancy Andreiev

(516) 676-2108

0012243812

**Bill-To: Address**

9 GLEN ST 13 CITY HA, GLEN COVE, NY, 11542-2798, US

**Bill-To: Contact Name**

Bill-To: Contact Phone #

**Bill-To: Account #**

**Bill-To: Email**

Nancy Andreiev

(516) 676-2108

0010473777

nandreiev@cityofglencoveny.org

**Ship-To: Address**

9 GLEN ST, GLEN COVE, NY, 11542-2770, US

**Ship-To: Contact Name**

**Ship-To: Contact Phone #**

**Ship-To: Account #**

Nancy Andreiev

(516) 676-2108

0012243812

PO #

## Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	5 lb Interfaced Weighing Unit
1	4W00	Connect+ /SendPro P Series Meter
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature
1	APSA	CONNECT+ 145 LPM SPEED
1	AZBA	SendPro P1000 Series
1	AZBE	SendPro P Series Mono Print Module
1	M9SS	Mailstream Intellilink Services
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	Postal Shipping
1	PTJN	SINGLE USER ACCESS

1	PTJR	50 User Access with Hardware or Meter
1	PTK1	WEB BROWSER INTEGRATION
1	PTK3	SendPro P Series Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

#### Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 228.67	\$ 686.01

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ( ) Tax Exempt Certificate Attached  
 ( ) Tax Exempt Certificate Not Required  
 ( ) Purchase Power® transaction fees included  
 (X) Purchase Power® transaction fees extra

#### Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/18), which are available at <http://www.pb.com/stateandlocal/terms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable  
 State/Entity's Contract #

Lessee Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Email Address \_\_\_\_\_

Pitney Bowes Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

#### Sales Information

Karey Carroll karey.carroll@pb.com

Account Rep Name 1

Email Address

PBGFS Acceptance



## VEHICLE LEASE AGREEMENT

This vehicle lease agreement, hereinafter referred to as "lease", made and entered into this **23<sup>rd</sup>** day of **May, 2018**, between the vehicle title holder, hereinafter referred to as "Lessor", and **City Of Glen Cove NY**, a Day Camp, School or Corporation with its offices at **Department Of Recreation City Of Glen Cove. 9 Glenn Street, NY 11542** hereinafter referred to as "Lessee."

### WITNESSTH:

Now therefore, in consideration of the covenants herein contained, the parties hereto agree as follows:

#### 1. Leased Vehicles:

The Lessor hereby leases to the Lessee the vehicle(s) described in Schedule A attached herewith and made a part hereof (hereinafter referred to as the vehicles). After execution of the lease, vehicles can be added or deleted from the Schedule A only upon written agreement of both parties. At the commencement of the lease there shall be **5** vehicles included in this lease.

#### 2. Terms:

The term of this lease shall be for a period of **29** days (**see list of days last page**), commencing on **July 2<sup>nd</sup>, 2018**, the date that the vehicles are delivered to Lessee, and terminating on **August 10<sup>th</sup>, 2018**, or until this lease is canceled or terminated in writing by either the Lessor or Lessee, or by mutual consent, with fourteen (14) days advanced notice. Upon Lessee accepting delivery of the vehicles, the Lessee is accepting the vehicles in the condition they are delivered or "as is". After Lessee is given the opportunity to inspect, Lessee will take exclusive possession, control and use of said vehicles in connection with the transportation by the Lessee with regard to its operation (as follows):

### SUMMER RECREATION PROGRAM TRANSPORTING STUDENTS FROM AND TO HOME

#### 3. Consideration:

In consideration for leasing the vehicles, the Lessee agrees to pay the Lessor **\$175.00** per vehicle, per day, plus tax if applicable, at the current **N/A** County rate, for the term of the lease. The Lessee shall pay the Lessor the entire rental amount one week (seven days) in advance of the first day that the Lease covers. Lessee agrees to pay a fifty dollar fee (\$50.00) to the Lessor for each returned check which has not been paid or honored by the bank upon which it was drawn. Checks for payment and insurance certificates shall be made payable to **Educational Bus Transportation Inc., 63 Lamar Street, W. Babylon, NY 11704**

#### 4. Delivery:

The Lessor shall deliver said vehicles to the Lessee's location at the beginning of the lease, and pick up said vehicles at the termination of the lease. The Lessor represents that to the best of their knowledge and belief that said vehicles are in sound and safe condition, and free of any known faults or defects which would affect their safe operation under normal use. Lessor represents that all vehicles meet all applicable federal and state standards and requirements for vehicles used for the transportation of school aged children. Lessee shall have the right to

shall continue to be paid by Lessee. There shall be no reduction in rent for the down time of a vehicle in need of repairs, unless such down time is for more than 48 hours and said vehicle is at the Lessor's facility. It is further understood that Lessor may substitute a vehicle in lieu of a vehicle leased herein if down time exceeds 48 (forty-eight) hours. Lessor shall assume responsibility for all mechanical defects or issues not cause by the Lessee. Lessor shall bear the cost of said repairs and shall either cause said repairs to be completed at the Lessees facility, or said vehicle will be taken back to one of Lessor's facilities for repair.

**8. Alterations:**

Lessee agrees not to make any changes or alterations to said vehicles, such as adding, removing or modifying any accessories, equipment or parts, which would decrease its economic value or functional utility. Any and all changes must be for maintenance or repairs, and must be approved by the Lessor before said repair or maintenance work is performed.

**9. Use:**

Lessee agrees and warrants that the vehicles are to be used solely for the transportation of persons associated with Lessee, for Lessee's purposes. Vehicles are not to be used by drivers for personal use. Vehicles are not to be used to push, propel or tow another vehicle or piece of equipment. Vehicles are not to be used outside of the counties of operation listed on Schedule B. Vehicles are not to be operated outside of the Lessee's regular business hours and days of operation as listed on Schedule C. Lessee shall only use the vehicles for the purposes described in paragraph two (2) of this agreement. Lessee may not use the vehicles for any interstate or intrastate trip without the proper authority. Lessee may make not assumptions regarding the proper authority, and may not assume because authority is granted to the Lessor that it is granted to the Lessee. Lessee shall not permit any vehicle to be used in violation of any local, state or federal statute, law, ordinance, rule or regulation or contrary to the provisions of any applicable insurance policy, and Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeitures, damages or penalties resulting from violation of such laws, ordinances, rules, statutes or regulations.

**10. Mileage:**

Lessee will be granted 100 miles per day per vehicle. All mileage above the 100 mile daily allotment will be billed at \$.65 per mile per vehicle. However, the total miles for all vehicles will be taken into consideration for this allotment. For example if van X uses 50 miles a day and van Y uses 150 miles per day, no excess fees would be due. Lessor will consider the total miles used for all vehicles under the lease agreement before determining if the mileage allotment was gone over. This daily mileage allotment also applies to any spare vehicles given to Lessee. The spare vehicle shall be returned to Lessor with no more than 100 miles per day added to the odometer; otherwise a fee of \$.65 per mile will be billed. The spares are not included in the total mileage allowed for all vehicles and will be billed separately for mileage overages.

**11. Drivers:**

Lessee agrees and warrants that all the drivers of the vehicles under this lease are to be employees of the Lessee, and that such drivers will be qualified and competent to operate said vehicles. The Lessee shall be wholly responsible for payment for all salaries and other compensation to the drivers, and shall hold the Lessor harmless with regard to any claim which may be against the Lessor for any compensation of Lessee's drivers whatsoever. Lessee's drivers shall be CDL qualified for the specific vehicle class and use in the State of New York, they must be at least 21 years old, and they must not have a conviction for a DWI or DUI. The Lessee shall provide to the Lessor the names and driver's license numbers, including their expiration dates, of all of Lessee's employees that will operate the vehicles covered under



### **13. Inspection by Lessor:**

- a. Lessee agrees that Lessor, upon request, may inspect the vehicles at any time. Lessee agrees that the Lessor shall have the right to enter into and upon said premises of the Lessee, at all reasonable hours for purposes of examining said vehicles.
- b. Upon termination of this lease for any reason, the Lessor shall have the right to inspect the vehicles for damage and operational and mechanical issues. Any and all damage and issues that are present at the termination of the lease, that was not present at the commencement of the lease is the Lessee's responsibility. Lessee must pay for the parts and labor to repair said damage or issues. Lessor shall indicate to Lessee before retaking custody of the vehicles, any and all damages they believe to be the responsibility of the Lessee. This includes, but is not limited to scratches, dents, seat damage, operational and mechanical issues. Lessee is also obligated to disclose to Lessor any known damage and operational or mechanical issues at the termination of the lease. Any attempt to hide such issues or failure to disclose said issues shall result in a \$50.00 (fifty dollar) fine for each such intentional failure to disclose and the Lessee shall remain responsible for the payment to fix, resolve or repair said issues.

### **14. Assignment:**

Lessee shall have no right to assign or transfer its rights or obligations under this lease and has no right to sublease, assign or transfer any of the vehicles under this lease.

### **15. Severability:**

The invalidity of any provision of this Lease or its application to any person or circumstance as determined by any governmental agency or court, shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

### **16. Strict Performance:**

The failure of the Lessor to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Lessor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein contained.

### **17. Modification:**

The parties acknowledge that there are no representations or warranties with respect to this Lease except as expressly stated herein. This Lease may not be modified except in writing and signed by both parties.

### **18. Legal Proceedings:**

This agreement shall be construed and enforced according to the laws of the State of New York. The Lessee shall assume the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses, arising out of this lease or the use, possession or operation of the vehicles, and shall pay all judgments entered in any such suit or suits or other legal or governmental proceedings.

### **19. Hold Harmless:**

The Lessee shall indemnify, protect, and hold harmless the Lessor, its agents, servants, employees, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, arising out of the use, condition or operation of any item of leased equipment or vehicle, regardless of where, how or by whom it was

### **Schedule A**

#### **Vehicle Information:**

**Veh # 19 ... 2006 IC / VIN # 4DRBUAAN76B253998 / LIC PLATE # 46683BA**  
**Veh # 26 ... 2009 IC / VIN # 4DRBUAAN79B664581 / LIC PLATE # 20398BB**  
**Veh # 45 ... 2006 IC / VIN # 4DRBUAFN66B150841 / LIC PLATE # 40333BA**  
**Veh # 58 ... 2006 IC / VIN # 4DRBUAFN46B150837 / LIC PLATE # 40329BA**  
**Veh # 86 ... 2005 IC / VIN # 4DRBUAFN35B963469 / LIC PLATE # 34330BB**

**Spare Veh # 132 ... 2004 IC / VIN # 4DRBRABN74B975260 / LIC PLATE # 42336BA**

#### **Dates**

**July 2,3,6,9,10,11,12,13,16,17,18,19,20,23,24,25,26,27,30,31**  
**August 1,2,3,6,7,8,9,10**

### **Schedule B**

List County or Counties of Lessee's operation:

**Nassau and Suffolk County**

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### **Schedule C**

Lessee's regular business hours and days of operation are:

Hours:   7  AM to   6  PM

Days:   Monday thru Friday  

Vehicles are not to be used outside of the counties of operation listed on Schedule B. Vehicles are not to be operated outside of the Lessee's regular business hours and days of operation as listed on Schedule C. Lessee shall only use the vehicles for the purposes described in paragraph two (2) of this agreement.



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

## BUDGET AMENDMENT FORM

GCF-1 (7/08)

Recreation Department

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
CR7140-55430	ADULT ACTIVITIES(EXPENSE)		14400.00
CR7140-42008	ADULT ACTIVITIES(REVENUE)	14,400.00	

Reason for Amendment: These expense accounts are funded by participant revenue generated. This amendment accounts for the revenue received year to date to fund the programs. Recreational programs include adult softball and Yoga. The recreation department expenses do not exceed revenue.

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Controller Approval: Andrea C. C... Date: 6-5-18

City Council Approval-Resolution Number: \_\_\_\_\_ Date: \_\_\_\_\_



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

BUDGET TRANSFER FORM

DEPARTMENT: Police

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
PD3120-52230	Equipment replacement		6,000.00
PD3120-55420	Repairs & Maintenance	6,000.00	

Reason for Transfer:

To cover Anker Electric bill

Department Head Signature: \_\_\_\_\_

Date: 6-15-18

City Controller Approval: \_\_\_\_\_

Date: 6-15-18

City Council Approval – Resolution Number: \_\_\_\_\_

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



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

## BUDGET TRANSFER FORM

DEPARTMENT: Information Technology

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1680-51101	Regular Salary	\$ 5,000 <sup>00</sup>	
A1680-55438	Contracted Services		\$ 5,000 <sup>00</sup>

**Reason for Transfer:**

Transfer to cover Crown Castle installation  
of Fiber for City Hall network.

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Controller Approval: Jandra Clatten Date: 6-19-19

City Council Approval – Resolution Number: \_\_\_\_\_ Date: \_\_\_\_\_



# City of Glen Cove

## TITLE VI PLAN

**Prepared by:**

**Glen Cove Community Development Agency (CDA)  
City Hall  
9 Glen Street  
Glen Cove, NY 11542  
(516) 676-1625**

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

## Title VI Plan

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## **Title VI/Nondiscrimination Policy Statement**

The **City of Glen Cove** assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The **City of Glen Cove** further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the **City of Glen Cove** distributes federal aid funds to another governmental entity, the **City of Glen Cove** will include Title VI language in all written agreements and will monitor for compliance. The **City of Glen Cove's Title VI Coordinator** is responsible for initiating and monitoring Title VI activities, preparing required reports and other **City of Glen Cove** responsibilities as required by 23 CFR 200 and 49 CFR 21.

It is the policy of the **City of Glen Cove** to prevent and eliminate discrimination in all of its operations and services as well as all aspects of employment. All Department, Divisions, Offices, and Bureaus will plan, develop and implement their programs and activities so that no person is subjected to unlawful discrimination based on race, creed, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or Vietnam era veteran status.

This policy fully incorporates the requirements of applicable State and Federal laws and executive orders to prohibit any discriminatory practices, procedures and policies throughout all of the **City of Glen Cove's** operations. All administrators, managers, supervisors and employees are directed to comply with these laws and orders.

The **City of Glen Cove** is committed to maintaining an agency which recognizes and values the inherent worth and dignity of every person; fosters tolerance, sensitivity, understanding, and mutual respect among its members; and encourages each individual to strive to reach their own potential.

This policy will be placed in each **City of Glen Cove** facility and made available to all organizations and entities doing business with the **City of Glen Cove**. Any complaints involving allegations of discrimination should be sent to **Louis Saulino, P.E., City of Glen Cove Title VI Coordinator**. Contact information for Mr. Saulino is provided below:

Mailing Address:	Louis Saulino, P.E., Director of Public Works City of Glen Cove / 9 Glen Street / Glen Cove, NY 11542.
Phone:	516.676.4402
Fax:	516.676.3104
Email Address:	<a href="mailto:lsaulino@cityofglencoveny.org">lsaulino@cityofglencoveny.org</a>



## Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

### **Additional Authorities and Citations Include:**

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3; EO 13166.

### **Related Policy and Authoritative Sources:**

#### **New York State Laws**

**New York State Human Rights Law Article 15 (1945)** – Guarantees nondiscrimination in the State of New York on the basis of race, creed, color, national origin, sex, marital status, age, disability and or sexual orientation.

**New York State Law Article 15-A (1988)** - An act to amend the executive law and the state Finance law, in relation to participation by minority group members and women with respect to state contracts.

**New York State Law Article 17-B (2014)** – An Act to amend the executive law, in relation to expanding opportunities for service-disabled veteran-owned business enterprises.

**Sexual Orientation Non-Discrimination Act (2003)** – This Act amends the Executive Law to include sexual orientation.

#### **New York State Executive Orders**

On January 1, 2011, Governor Cuomo issued Executive Order 2 that authorized the continuation of certain prior Executive Orders related to equal opportunity and nondiscrimination in all State programs.

**Executive Order No. 6 (Governor Cuomo, 1983)** – Insures equal employment opportunities for minorities, women, disabled persons and Vietnam era Veterans in State government. The order clarifies and expands the power of the President of the Civil Service Commission and the

Governor's Executive Committee for Affirmative Action to ensure that agencies develop and implement effective affirmative action plans.

### **Federal Laws and Executive Orders**

**Civil Rights Act of 1964** – Prevents discrimination in federally assisted programs; provides relief against discrimination in public accommodations; protects constitutional rights in public facilities and public education; enforces the constitutional right to vote. Title VI – Prohibits discrimination on the grounds of race, color or national origin in programs and activities receiving federal financial assistance. Title VII as amended by the Equal Employment Opportunity Act of 1972 – Makes it unlawful to discriminate in employment practices on the basis of race, color, religion, sex, or national origin.

**Section 503 of the Rehabilitation Act of 1973** – Prohibits discrimination on the basis of physical or mental disability in every federally assisted program or activity in the country.

**Age Discrimination Act of 1975** – Prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

**Civil Rights Restoration Act of 1988** – Specifies that recipients of federal funds must comply with civil rights laws in all areas, not just in a particular program or activity that receives federal funding. It applies to all federal laws.

**Americans with Disabilities Act (ADA) of 1990** – Federal Law prohibiting discrimination against people with disabilities in employment, public access to services, transportation, public accommodations, and telecommunications services.

**Civil Rights Act of 1991** – Provides appropriate remedies for intentional discrimination and unlawful harassment in the workplace; codifies the concepts of “business necessity” and “job related”, confirms statutory authority and provide statutory guidelines for the adjudication of disparate impact suits under Title VII of the Civil Rights Act of 1964; expands the scope of relevant civil rights statutes in order to provide adequate protection to victims of discrimination. The Act provides for compensatory and punitive damages and jury trials in cases of sex, religious, and disability bias.

**Executive Order No. 11246** – Prohibits employers doing business with the Federal Government from discriminating in employment because of race, color, religion, sex or national origin. Employers are required to take affirmative action in employment activities including hiring, promotion, transfers, training and minorities and women.

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Chief Executive Officer

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Date

## **Title VI Reporting**

The **City of Glen Cove** has appointed **Louis Saulino, P.E.**, as the **City of Glen Cove's** Title VI Coordinator.

The **City of Glen Cove** is required to appoint a Title VI Coordinator who will have easy access to the agency's Chief Executive Officer (the Mayor).

The contact information for the **City of Glen Cove's** Title VI Coordinator is as follows:

Mailing Address: Louis Saulino, P.E., Director of Public Works  
City of Glen Cove / 9 Glen Street / Glen Cove, NY 11542

Phone: 516.676.4402

Fax: 516.676.3104

Email Address: [lsaulino@cityofglencoveny.org](mailto:lsaulino@cityofglencoveny.org)

# Special Emphasis Program Areas

## Appointment of Title VI Program Specialists

In addition to appointing a Title VI Coordinator, the **City of Glen Cove** has proactively appointed Title VI Program Specialists to annually monitor the **City of Glen Cove's** emphasis program areas. The emphasis program areas are: Planning, Environmental Services, Design, Right-of-Way, Construction, Maintenance, Safety, and Research. Additional emphasis program areas include anti-discrimination, Equal Employment Opportunity (EEO), and affirmative action.

The contact information for each Title VI Specialist is as follows:

### **Planning; Environmental Services**

Ann Fangmann, AICP, Executive Director, Glen Cove Community Development Agency  
(Phone: 516-676-1625 x102 / Email: [afangmann@glencovecda.org](mailto:afangmann@glencovecda.org))

### **Construction; Maintenance; Design; Traffic Safety; Right of Way; Research**

Louis Saulino, P.E., Director of Public Works, City of Glen Cove (Phone: 516-676-4402 / Email: [lsaulino@cityofglencoveny.org](mailto:lsaulino@cityofglencoveny.org))

### **Anti-discrimination; EEO; Affirmative Action**

John Charon, Personnel Officer, City of Glen Cove Department of Personnel (Phone: 516-676-4814 / Email: [jwcharon@cityofglencoveny.org](mailto:jwcharon@cityofglencoveny.org))

# **Limited English Proficiency Strategies**

Strategies to provide meaningful access to people with limited English proficiency to ensure that they can communicate effectively will be achieved by measures including but not limited to:

- Applying the “four factor analysis” process provided as a guideline from the U.S. Department of Justice to determine LEP needs. This process includes determining the number and proportion of LEP individuals within the population, the frequency with which LEP individuals will come in contact with the program, the nature and importance of the program to people’s lives, and the resources available to provide translation services. The results of this analysis will be used to outreach and engage people with limited English proficiency in the transportation planning process.
- Developing a demographic assessment for the impacted area to determine if there is a 5% or more minority population requiring special language assistance, and address the needs.
- Developing a written policy to ensure the implementation of LEP measures that identify and assess the language needs of its LEP population. Provide for a range of language assistance options, including notices to people with limited English proficiency in a language they can understand regarding their right to free language assistance.
- Training to ensure that staff are knowledgeable and aware of LEP policies and procedures, and are trained to work effectively in the facilitation of the process.
- Providing translation services for public documents and competent interpreters at public hearings.
- Increasing opportunities for public involvement, particularly by historically underserved populations including LEP individuals by advertising in local and local minority newspapers.
- Monitoring the program to ensure that people with limited English proficiency have meaningful access to the transportation planning and implementation process.

## **Title VI Responsibilities**

- Monitor compliance with Title VI requirements in all aspects of the environmental process, including Environmental Justice and Limited English Proficiency requirements.
- Conduct meetings to review the project impact.
- Disseminate to the public their right to call or write the department to view plans and discuss environmental problems.
- Ensure Disadvantage Business Enterprise (DBE) goal attainment.
- Coordinate the gathering of environmental information for the Annual Title VI Update Report including awards to DBE firms.
- Notify protected group residents of public meetings or hearings regarding a proposed project. Ensure time and location for public meetings or hearings is accessible.
- Maintain mechanisms to identify population affected by a project.

- Ensure participation of all segments of the impacted population in the location selection process.
- Ensure that all federally funded consultant contracts administered by this section have the appropriate Title VI Assurances Appendix enclosed.
- Review guidelines and procedures to ensure Title VI compliance.
- Maintain and update necessary data and documentation, including demographic data mapping ethnicity by area as required for completion of the department's internal annual Title VI Annual Report.

## **Title VI Coordinator's Responsibilities**

As authorized by the **Mayor**, the Title VI Coordinator and Title VI Program Specialists are responsible for initiating, monitoring, and ensuring the **City of Glen Cove's** compliance with Title VI requirements as follows:

1. Process, review and investigate Title VI complaints received by the **City of Glen Cove** in accordance with the **City of Glen Cove's** Complaint Procedures. If any individual believes they or any other program beneficiaries have been subject to unequal treatment or discrimination as to the receipts of benefits and/or services, or on the grounds of race, color, national origin, or gender, they may file a complaint with the **City of Glen Cove**. It is the goal of the **City of Glen Cove** to resolve complaints informally at the lowest managerial level.
2. Collect statistical data (race, color, income, gender, and national origin) of participants in and beneficiaries of, **City of Glen Cove** highway programs (i.e., relocatee's, impacted citizens, and affected communities). Each of the Title VI special emphasis program areas will maintain data to be incorporated in the Title VI updates. Procedures will be reviewed regularly to ensure the data is sufficient in meeting the Title VI program administration requirements.
3. Review special emphasis program areas to determine the effectiveness of program area activities at all levels. In addition to the day-to-day monitoring, all special emphasis program areas will be reviewed annually to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator and Title VI Program Specialists will coordinate efforts to ensure equal participation in their program areas and activities at all levels.
4. Conduct Title VI reviews when necessary of contractors and other recipients of federal aid highway funds.
5. Work with special emphasis program staff to ensure the fundamental principles of Environmental Justice outlined below:
  - Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
  - Ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
  - Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

6. Develop Title VI and Limited English Proficiency information for Public Dissemination. Ensure dissemination to the general public and, where appropriate, in languages other than English. The City will disseminate Title VI Program information to City employees, contractors, subcontractors, consultants, and sub consultants as well as the general public. Public dissemination will include posting of public statements and inclusion of Title VI language in contracts. The Title VI/Nondiscrimination Policy Statement will be published in newspapers having a general circulation in the vicinity of proposed projects and announcements of hearings and meetings in minority publications.
7. Prepare an Annual Title VI Update Report. The update will report on any accomplishments and changes to the program occurring during the preceding year. The update will include goals and objectives for the upcoming year.
8. Schedule training for Title VI related statutes for **City of Glen Cove** employees. The training will provide comprehensive information on Title VI provisions, its application to program operations, identification of Title VI issues and resolution of complaints. All directives providing operational guidelines to all subrecipients, and special emphasis program areas will be reviewed annually to include Title VI language and provisions and related requirements, where applicable.
9. Identify and eliminate discrimination when found to exist. Work with all **City of Glen Cove** Offices and Departments to establish procedures for promptly resolving deficiencies. Procedures will be implemented to identify and eliminate discrimination when found to exist, including, but not limited to utilization of disadvantaged business enterprises, public involvement and property acquisition.
10. Establish procedures for promptly resolving deficiency status and reducing to writing the remedial action agreed to be necessary within a period of 90 days. The **City of Glen Cove** will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When irregularities occur in the administration of the program's operation, procedures will be implemented to resolve Title VI issues, and reducing to writing remedial action agreed necessary within a period of 90 days.

Subrecipients placed in a deficiency status will be given a reasonable time, not to exceed 90 days after receipt of the deficiency letter, to voluntarily correct deficiencies.

The **City of Glen Cove** will seek the cooperation of the subrecipient in correcting deficiencies found during the Title VI compliance reviews. The **City of Glen Cove** will also provide the technical assistance and guidance needed to aid the subrecipient to comply voluntarily.

When a subrecipient fails or refuses to voluntarily comply with requirements within the allotted time frame, the **City of Glen Cove** will submit a copy of the case file to New York State Department of Transportation's (NYSDOT's) Office of Civil Rights or the



Federal Highway Administration (FHWA) and a recommendation that the subrecipient be found in noncompliance.

A follow-up review will be conducted within 180 days of the initial review to ensure that the subrecipient has complied with the Title VI Program requirements in correcting deficiencies previously identified.

11. Maintain updated legislative and procedural information regarding the **City of Glen Cove's** Title VI Program. This will include federal laws, rules and regulations, NYSDOT guidelines, the **City of Glen Cove** Plan and updates, and other resource information pertaining to Title VI issues.

## **Title VI Complaint Procedures**

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964 as amended, (including its Disadvantaged Business Enterprises (DBE)), Section 504 of the Rehabilitation Act of 1973, Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any transportation or Public Works program or activity administered by the City, as well as to subrecipients, consultants, and contractors. These procedures apply to complaints filed against a program or activity funded by either the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA).

Intimidation or retaliation of any kind is prohibited per Title 49, Code of Federal Regulations, Part 21.11(e).

The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination.

These procedures are part of an administrative process, which does not provide for remedies that include punitive damages or compensatory remuneration for the complainant. Every effort will be made to obtain early resolution of complaints at the lowest managerial/administrative level possible. The option of informal mediation meeting(s) between the affected parties and the investigator may be used for resolution, at any stage of the process. The investigator will make every effort to pursue a resolution of the complaint. Initial interviews with the complainant and the respondent will request information regarding specifically requested relief and settlement opportunities.

### **Procedures**

Any person who believes that they or any specific class of persons has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities prohibited under Title VI based upon race, color, sex, age, national origin or disability may file a written complaint with the **City of Glen Cove**.

#### Time Limits for Filing

A formal complaint must be filed within 180 days after:

- The date of the alleged act of discrimination; or
- The date when the person became aware of the alleged discrimination; or
- There has been a continuing or the latest instance of the discriminatory conduct.

#### Form of Complaints

A formal complaint must meet the following requirements:

- Must be in writing and signed by the person or their representative and include the complainant's name, address and telephone number. A formal complaint of discrimination will also be acknowledged and processed if received by fax or e-mail.

A formal complaint of discrimination received by telephone will be written down and provided to the complainant for confirmation or revision before processing.

- Must provide a detailed description of the issues including names, dates, and job titles of witnesses or those individuals perceived as parties in the complained of incident.

Upon receipt of the complaint, the **City of Glen Cove** will determine its jurisdiction, acceptability, need for additional information and the investigative merit of the complaint. In cases where the complaint is against one of the **City of Glen Cove's** subrecipients of federal highway funds, the **City of Glen Cove** will assume jurisdiction and will investigate and adjudicate the case. Complaints against the **City of Glen Cove** will be referred to the New York State Department of Transportation's (NYSDOT's) Office of Civil Rights for proper disposition. In special situations warranting intervention to ensure equity, the NYSDOT Office of Civil Rights may assume jurisdiction and either complete or obtain services to review or investigate matters.

Acceptance of a complaint will be determined by

- Whether the complaint is timely filed;
- Whether the allegations involve a covered basis such as race, color, national origin, gender, disability or retaliation;
- Whether the allegations involve a program or activity of a Federal-aid recipient, subrecipient, or contractor; or, in the case of ADA allegations, an entity open to the public;
- The complainant(s) acceptance of reasonable resolution based on the Department's administrative authority;

A complaint may be dismissed for the following reasons

- The complainant requests the withdrawal of the complaint;
- The complainant fails to respond to repeated requests for additional information needed to process complaint;
- The complainant cannot be located after reasonable attempts.

The **City of Glen Cove** has sole authority for accepting complaints for investigation. Once the **City of Glen Cove** decides to proceed with the investigation, the complainant and the respondent will be notified in writing of the determination within ten (10) calendar days. The complaint will receive a case number and be logged into the **City of Glen Cove's** records identifying its basis, alleged harm, the race, color, national origin and gender of the complainant(s).

In cases where the **City of Glen Cove** assumes investigation of the complaint, the **City of Glen Cove** will provide the respondent with the opportunity to respond to the allegations in writing. The respondent will have ten (10) calendar days from the date of the **City of Glen Cove's** written notification of acceptance of the complaint to furnish their response to the allegations.

Within 40 calendar days of the acceptance of the complaint, the **City of Glen Cove** or NYSDOT investigator will prepare an investigative report for the **City of Glen Cove's** Title VI Coordinator and the **Mayor**. The report will include a narrative description of the incident, identification of persons interviewed, findings and recommendations for disposition. The **City of Glen Cove's**

Title VI Coordinator and **Mayor** will have 10 calendar days to review and provide comments to the investigator.

Once the investigator addresses any comments to the preliminary investigative report, the report and its findings will be forwarded to the **City of Glen Cove Attorney** for review. The **Attorney** will review the report and associated documentation and will provide input within 10 calendar days.

Any comments or recommendations from the **City of Glen Cove Attorney** will be reviewed by the **Mayor**. There will be a period of 10 calendar days for the **Mayor** to discuss the report and any recommendations with the **City of Glen Cove's** Title VI Coordinator, and to have the Title VI Coordinator address any modifications before the report's release to the corresponding United States Department of Transportation (USDOT) modality (FHWA, FTA, FAA).

The **City of Glen Cove's** final investigative report and a copy of the complaint will be forwarded to either NYSDOT, FHWA, FTA, or FAA, within 60 calendar days of the acceptance of the complaint.

The **City of Glen Cove** will notify the parties of its preliminary findings which are subject to the corresponding USDOT modality's concurrence.

The corresponding USDOT modality will issue the final decision to the **City of Glen Cove** based on the investigative report.

USDOT will analyze the facts of the case and will issue its conclusion to the complainant according to their procedures. Once the corresponding USDOT modality issues its final decision, the **City of Glen Cove** will notify all parties involved about such determination. USDOT's final determination is not subject to an appeal.

# Title VI Complaint Form

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

## Basis of Complaint

Race ☐

Color ☐

Sex ☐

National Origin ☐

Age ☐

Disability (ADA) ☐

Low-Income ☐

Limited English Proficiency ☐

Who allegedly discriminated against you?

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

If an organization, what is its name?

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

How were you discriminated against?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Where did the alleged discrimination occur?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date/s and times discrimination occurred?**

**First time** \_\_\_\_\_

**Second time** \_\_\_\_\_

**Third time** \_\_\_\_\_

**Were there any other witnesses to the discrimination?**

<b>Name</b>	<b>Title</b>	<b>Work Telephone</b>	<b>Home Telephone</b>

**What can the City of Glen Cove do to resolve the complaint?**

\_\_\_\_\_

\_\_\_\_\_



**Have you filed your complaint with anyone else?**

**Who** \_\_\_\_\_

**When** \_\_\_\_\_

**Complaint number, if known** \_\_\_\_\_

**Do you have an Attorney in this matter?**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **Zip** \_\_\_\_\_

**When did you acquire** \_\_\_\_\_

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

**Mail to:**      **Louis Saulino, P.E., Title VI Coordinator**  
                    **Department of Public Works, City of Glen Cove**  
                    **City Hall**  
                    **9 Glen Street**  
                    **Glen Cove, NY 11542**

**Email to:**    [Isaulino@cityofglencoveny.org](mailto:Isaulino@cityofglencoveny.org)

**Attachment 1**  
**Title VI Notice to Public**

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## **Title VI Notice to Public**

The **City of Glen Cove** hereby gives public notice that it is the **City of Glen Cove's** policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **City of Glen Cove** receives federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the **City of Glen Cove**. Any such complaint must be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from this office at no cost to the complainant on our website at <http://www.glencove-li.us/> or by calling (516) 676-4402.

**Attachment 2**  
**Title VI Assurances**

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## Standard Title VI/Non-Discrimination Assurances

The *City of Glen Cove* (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the *U.S. Department of Transportation (USDOT)*, including through the *New York State Department of Transportation (NYSDOT)*, is subject to and will comply with the following:

### Statutory/Regulatory Authorities

- 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 C.P.R. 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 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from **USDOT**, including the **NYSDOT**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its **Federally assisted programs and activities**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with **Federally assisted programs and activities** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The City of Glen Cove, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.



6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the ***City of Glen Cove*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the ***NYSDOT or USDOT*** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the ***NYSDOT or USDOT***. You must keep records, reports, and submit the material for review upon request to ***NYSDOT or USDOT***, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The ***City of Glen Cove*** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the ***USDOT*** under **Federally assisted programs and activities**. This ASSURANCE is binding on the ***State of New York***, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federally assisted programs and activities**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

***City of Glen Cove***

by \_\_\_\_\_

*(Signature of Authorized Official – Chief Executive Officer)*

DATED \_\_\_\_\_

## Standard Title VI/Non-Discrimination Assurances

### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***NYSDOT or USDOT*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***NYSDOT or USDOT***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *NYSDOT or USDOT* may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *NYSDOT or USDOT* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Standard Title VI/Non-Discrimination Assurances**  
**APPENDIX B**

**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the ***City of Glen Cove*** will accept title to the lands and maintain the project constructed thereon in accordance with ***Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways***, and the policies and procedures prescribed by the ***Federal Highway Administration (FHWA)*** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ***City of Glen Cove*** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto the ***City of Glen Cove*** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the ***City of Glen Cove***, its successors and assigns.

The ***City of Glen Cove***, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the ***City of Glen Cove*** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)



**Standard Title VI/Non-Discrimination Assurances**  
**APPENDIX C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR  
IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the ***City of Glen Cove*** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the ***City of Glen Cove*** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the ***City of Glen Cove*** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the ***City of Glen Cove*** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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**Standard Title VI/Non-Discrimination Assurances**  
**APPENDIX D**

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY  
ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the ***City of Glen Cove*** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the ***City of Glen Cove*** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the ***City of Glen Cove*** will there upon revert to and vest in and become the absolute property of the ***City of Glen Cove*** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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## **Standard Title VI/Non-Discrimination Assurances**

### **APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- 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); and 49 CFR Part 21.
- 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.*), (prohibits 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);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **Attachment 3**

### **LEP Plan**

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# Limited English Proficiency (LEP) Plan

**City of Glen Cove**

**Signed by:**

**Louis Saulino, P.E., Title VI Coordinator**

**Date:**

**Email: [lsaulino@cityofglencoveny.org](mailto:lsaulino@cityofglencoveny.org)**

**Phone: 516-676-4402**

## INTRODUCTION

This *Limited English Proficiency Plan* has been prepared to address the **City of Glen Cove's** responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency. The Plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations, which states that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, states that differing treatment based upon a person's inability to speak, read, write or understands English is a type of national origin discrimination which is covered under Title VI. It directs each agency (e.g., FHWA) to publish guidance for its respective recipients (e.g., NYSDOT) clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies that receive federal funds and extends to its sub recipients.

### **Plan Summary**

The **City of Glen Cove** has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As defined by Executive Order 13166, people with limited English proficiency are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and notification to people with limited English proficiency regarding the availability of assistance. For detailed guidance regarding LEP, see NYSDOT's LEP Plan at: [https://www.dot.ny.gov/divisions/policy-and-strategy/public-trans-respository/Attachment%20D-1%20LEP\\_Plan.pdf](https://www.dot.ny.gov/divisions/policy-and-strategy/public-trans-respository/Attachment%20D-1%20LEP_Plan.pdf).

In order to prepare this plan, the **City of Glen Cove** used the Federal Highway Administration (FHWA) Four-Factor LEP analysis:

1. The number or proportion of people with limited English proficiency in the service area who may be served by the **City of Glen Cove**.
2. The frequency with which people with limited English proficiency come in contact with **City of Glen Cove** services.
3. The nature and importance of services provided by the **City of Glen Cove** to the LEP population.
4. The interpretation services available to the **City of Glen Cove** and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is found in the following section.

### **MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS**

1. **The number or proportion of people with limited English proficiency in the service area who may be served or are likely to require City of Glen Cove services**

The **City of Glen Cove** staff reviewed the American Community Survey 5-Year Estimates for New York State and determined that:

- a. 10,219 individuals in the **City of Glen Cove** comprising 39.9% of the population aged 5 years and over speak a language other than English;
  - b. Of those, 4,539 individuals have limited English proficiency; that is, they speak English less than “very well” or “not at all.” This is 17.7% of the population 5 years and over in the **City of Glen Cove**;
  - c. In the **City of Glen Cove**, of those persons with limited English proficiency:
    - 74.7% speak Spanish
    - 19.5% speak other Indo-European languages
    - 5.2% speak Asian and Pacific Island languages
    - 0.6% speak all other languages
- 2. The frequency with which people with limited English proficiency come in contact with City of Glen Cove services**

The **City of Glen Cove** reviewed the frequency with which City staff have, or potentially have, contact with people with limited English proficiency. This includes documenting phone inquiries or office visits.

- a. To date, the **City of Glen Cove** has had **daily** requests for interpreters and **occasional** requests for translated program documents as follows:
  - i. Elizabeth Mestres, Senior Account Clerk, Department of Public Works (DPW), City of Glen Cove, is fluent in both English and Spanish. On a daily basis, she serves as a translator at Glen Cove City Hall. Ms. Mestres translates paperwork for the Glen Cove Youth Bureau; assists LEP residents with signing their children up for camp programs offered by the City’s Departments of Parks and Recreation; and serves as a translator for LEP residents interfacing with City departments, including but not limited to the Water Department (DPW), Tax Department (Finance/Assessment), and Clerk’s office. Ms. Mestres has also served as a translator for six weddings officiated by the Mayor at City Hall.
  - ii. Lisa Travatello, Public Relations Officer, City of Glen Cove, has worked with the City on bilingual outreach for several initiatives (e.g., when the City rolled out single stream recycling in 2015).
  - iii. When the City of Glen Cove held a public open house for the NYSDOS-funded Waterside Recreational Redevelopment project in 2017, bilingual outreach materials were prepared and public notices (invitations) were published in both English and Spanish. An online survey garnering public input was available for participants to take in either English or Spanish. Staff members involved with this initiative included Ann Fangmann, AICP, Executive Director, Glen Cove Community Development Agency (CDA), and Darcy Belyea, Director of Parks and Recreation, City of Glen Cove.

**3. The nature and importance of services provided by the City of Glen Cove to the LEP population**

In the **City of Glen Cove**, 4,539 individuals have limited English proficiency; that is, they speak English less than “very well” or “not at all.” This is 17.7% of the overall population aged 5 years and over in the **City of Glen Cove**. Organizations within the **City of Glen Cove’s** service area that focus

on outreach to LEP individuals include La Fuerza Unida, Inc., which works to improve the social, literary, educational, cultural, and economic conditions of Hispanic-Americans in the City and neighboring communities. The **City of Glen Cove's** staff is most likely to encounter LEP individuals when they visit Glen Cove City Hall, when they attend and participate at public meetings, and during phone conversations. Notifications from department staff regarding service delivery also represent a potential type of encounter between City staff and LEP individuals.

#### **4. The resources available to the City of Glen Cove and overall cost to provide LEP assistance**

The **City of Glen Cove** reviewed its available resources that could be used to provide LEP assistance and inventoried its documents to determine which are suitable for translation if the need arises.

The **City of Glen Cove** contacted local citizens and organizations willing to provide voluntary language translation and interpretation services if needed within a reasonable time period. Other language translation options could be provided by bilingual staff or by telephone from a professional interpretation service for which the **City of Glen Cove** would pay a fee.

### **LANGUAGE ASSISTANCE**

A person who does not speak English as his/her primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be eligible for language assistance with respect to **City of Glen Cove** services. Language assistance can include interpretation (that means oral or spoken transfer of a message from one language into another language) and translation (that means the written transfer of a message from one language into another language).

How the **City of Glen Cove** staff can identify an LEP person in need of language assistance:

- Post notices of the LEP Plan and the availability of interpretation or translation services free of charge in languages people with limited English proficiency would understand.
- Providing **City of Glen Cove** staff with language identification cards to assist in identifying the language interpretation services needed if the occasion arises.
- Periodically surveying **City of Glen Cove** staff regarding their interaction with people with limited English proficiency during the previous period (e.g., quarterly, semi-annually, and annually).
- Greeting participants at the **City of Glen Cove** sponsored informational meeting or event. Conversational interaction with participants can help determine LEP needs for future events.

#### Language Assistance Measures

LEP individuals comprise approximately 18% of the population aged 5 years and over in the City of Glen Cove. The **City of Glen Cove** will take the following actions with regard to language assistance:

1. The **City of Glen Cove** staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate people with limited English proficiency:
  - Volunteer Spanish language interpreters will be provided within a reasonable time period.

- Language interpretation services for all other languages will be accessed through a professional telephone interpretation service.

## **STAFF TRAINING**

The information below will be disseminated to staff. Training opportunities on these topics also will be provided:

- Title VI Policy and LEP responsibilities
- Description of language assistance services offered to the public
- Proper use of interpreter service provider's language identification cards
- Documentation of language assistance requests
- Handling of Title VI/LEP complaints

All contractors or subcontractors performing work for the **City of Glen Cove** are required to follow the Title VI/LEP guidelines.

## **TRANSLATION OF DOCUMENTS**

The **City of Glen Cove** weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating documents, the likelihood of frequent changes in documents and other relevant factors, the **City of Glen Cove** has determined that it is an unreasonable burden to translate documents at this time.

The **City of Glen Cove** does not have a formal outreach procedure in place as of 2018. Translation resources have been identified and are limited in this region. However, if the need arises to conduct outreach to LEP individuals, the **City of Glen Cove** will consider the following options:

- When staff prepares documents or schedules public meeting whose audience is expected to include LEP individuals, the **City of Glen Cove** will provide meeting notices, flyers, and agendas in the appropriate non-English language(s).
- **City of Glen Cove** will assess requests for the translation of documents based on the potential effect and known LEP population.

## **MONITORING**

Monitoring and Updating the LEP Plan – The **City of Glen Cove** will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated when recent data from the U.S. Census and the American Community Survey is available, or when it is clear that higher concentrations of LEP individuals are present in the **City of Glen Cove** service area. Updates to the LEP Plan will include the following:

- The number of documented LEP contacts encountered annually.
- How the needs of people with limited English proficiency have been addressed.

- Determination of the current LEP population in the service area (census data, surveys, information from community-based organizations, and other sources).
- Determination as to whether the need for translation services has changed.
- Determination of the effectiveness of language assistance efforts
- Determination of the adequacy of the **City of Glen Cove's** financial resources to fund language assistance resources.
- Determination of the **City of Glen Cove's** full compliance with the goals of the LEP Plan.
- Determination of the **City of Glen Cove's** processing of LEP complaints

### **DISSEMINATION OF THE CITY OF GLEN COVE LEP PLAN**

The **City of Glen Cove** will take the following actions:

- Post signs in **City of Glen Cove** public areas informing people with limited English proficiency of the LEP Plan and how to access language services.
- Notify people with limited English proficiency of the availability, upon request, of documents in other languages. This should be placed on agendas and public notices and in the language that people with limited English proficiency would understand.
- On the **City of Glen Cove's** website, post the LEP Plan and procedure to access language services.
- Prepare and post press releases in non-English languages as necessary.
- Distribute copies of press releases to advocacy groups and other organizations serving LEP populations as necessary.

**Attachment 4**  
**Environmental Justice Plan**

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# Environmental Justice Plan

It is the policy of the **City of Glen Cove** to ensure that all of its programs, policies, and other activities do not have disproportionate adverse effects on minority and low income populations. The **City of Glen Cove** identifies minority communities through the use of Census data. Low income communities are identified with data from the U.S. Census and the Glen Cove City School District. The **City of Glen Cove** takes a proactive approach to engage these communities and ensures their full and fair participation in the transportation decision-making process.

## Executive Order 12898

The **City of Glen Cove** follows Executive Order (EO) 12898 which outlines: *Each Federal agency must make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health, environmental, economic and social effects of its programs, policies, and activities on minority and low income populations, particularly when such analysis is required by the National Environmental Policy Act (NEPA). The EO emphasizes the importance of NEPA's public participation process, directing that each Federal agency shall provide opportunities for community input in the NEPA process. Agencies are further directed to identify potential effects and mitigation measures in consultation with affected communities.*

*The EO requires agencies to work to ensure effective public participation and access to information. The NEPA process and through other appropriate mechanisms, each federal agency should translate crucial public documents, notices and hearings, relating to human health or the environment for limited English speaking populations when it is practical and appropriate.*

## Goals and Objectives

The **City of Glen Cove** is committed to the following goals and objectives for achieving environmental justice:

- Protect environmental quality and human health in all conditions
- Avoid disproportionate adverse impacts on minority and low income populations
- Enhance the public involvement process and strengthen relationships with community organizations
- Provide minority and low income populations with the opportunity to learn more about the transportation planning process
- Improve the quality of transportation in their lives
- Make sure all projects go through an Environmental and Title VI checklist to insure environmental issues are considered and appropriate actions are followed
- Promote and protect community members' rights to participate meaningfully in decisions that may affect them

- Make the process of filing environmental justice complaints easy through readily available forms on the **City of Glen Cove's** website and in the **City of Glen Cove**, and by designating an identified staff member as the Title VI Coordinator that citizens can contact.

## **Environmental Justice and Nondiscrimination Principles**

**The City of Glen Cove** incorporates Environmental Justice and nondiscrimination principles into transportation planning and decision-making processes, as well as project-specific environmental reviews.

The guiding Environmental Justice principles followed by the **City of Glen Cove** are summarized as follows:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process; and
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

## **Attachment 5**

### **Americans with Disabilities Act (ADA) Transition Plan**

DRAFT

# AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN

This ADA Transition Plan reflects the **City of Glen Cove's** commitment to ADA compliance, and details the stages of the **City of Glen Cove's** plan and timeline for:

- (1) Evaluating accessibility by identifying any structural barriers associated with public facilities;
- (2) Identifying accommodations and/or modifications that can be provided to make programs and services accessible; and
- (3) prioritizing the remediation of any deficiencies and formulating a budget and schedule for those improvements.

This Draft ADA Transition Plan will be revised and updated as the steps of the Plan are completed.

## INTRODUCTION

ADA regulations prohibit discrimination against individuals on the basis of disability and require state and local governments to make their programs and services accessible to persons with disabilities. These requirements focus on providing accessibility by addressing and eliminating structural barriers associated with public facilities.

As detailed below, the **City of Glen Cove** has made a significant and long-term commitment to improving the accessibility of its public facilities. The purpose of this Plan is to ensure that the **City of Glen Cove** identifies prohibited structural barriers to its public facilities, and, where structurally feasible, schedules and implements ADA required improvements in order to remove those barriers.

The ADA requires that the Transition Plan include the following components:

- 1) Identification of physical barriers in a public entity's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities;
- 2) Identification of the methods to be used to remove any barriers limiting accessibility;
- 3) A schedule for completion of the necessary steps to achieve accessibility in public facilities; and
- 4) The name of the public entity's ADA Coordinator.

## **STEP 1: IDENTIFICATION OF PHYSICAL BARRIERS IN THE CITY OF GLEN COVE'S FACILITIES**

The first phase of the ADA Transition Plan is to evaluate the **City of Glen Cove's** public facilities for accessibility. Officials from the City will coordinate to conduct accessibility evaluations of the following facilities:

- Sidewalks, crosswalks, and curb ramps
- Publicly accessible buildings
- Parking lots serving publicly accessible buildings

For each facility evaluated, a Survey of the **City of Glen Cove** Public Facilities ("the Survey") will be completed. Any deficiencies, suggested improvements, and observations relating to structural feasibility of improvements will be noted and recorded on the Survey.

An Inventory of Public Facilities ("the Inventory") will also be created, and will serve as the central database for identified structural barriers, suggested improvements, and comments relating to structural feasibility of improvements.

### Evaluation of Sidewalks, Crosswalks, and Curb Ramps

The Survey will contain the following ratings to assess the condition of each **City of Glen Cove** sidewalk, crosswalk, and curb ramp:

**Rating 1** – Not Applicable: A facility not considered to require accessibility, for example, limited-access highways.

**Rating 2** – Not Accessible: Significant discontinuity such as steps, no ramps, more than 100 feet of unpaved walkway, heaving, vertical displacement, other severe distress, flooding, etc.

**Rating 3** – Partially Accessible: Not designed to current standards, problems with geometry of sidewalks, ramps and landings, no detectable warnings, handrails, etc.

**Rating 4** – Accessible: May need additional improvements, for example circuitous routes, insufficient width, etc.

**Rating 5** – Fully Accessible: Designed to current standards, but reasonable accommodations may still be required for individual cases.

### Evaluation of Parking Lots and Publicly Accessible Buildings

For the evaluation of publicly accessible buildings and the parking lots serving those buildings, the Survey will incorporate relevant portions of the ADA Checklist for Existing Facilities (based

on the 2010 ADA Standards for Accessible Design), produced by the Institute for Human Centered Design.

### Schedule for Completion

**City of Glen Cove** officials will be coordinating over the next several months to evaluate public buildings, parking lots, sidewalks, crosswalks, and curb ramps. Numerous facilities will be subject to this evaluation, and consequently this will be a substantial undertaking for the reviewing officials. The evaluations will be scheduled so as to evaluate outdoor facilities prior to the winter months (to avoid snow cover that may impede a thorough review), with any remaining evaluations of outdoor facilities to be completed by **May 10, 2019**. Evaluations of indoor facilities will continue during the winter months. Therefore, it is estimated that Step 1 will be completed by **May 10, 2019**.

## **STEP 2: IDENTIFICATION OF METHODS TO REMOVE BARRIERS**

The second phase of the **City of Glen Cove** ADA Transition Plan is to develop a method to remove barriers. This includes identification of the nature of needed improvements and a determination regarding structural feasibility of improvements under the ADA standards, and prioritization of necessary improvements.

Once the necessary improvements have been identified and prioritized, this information, along with a list of any improvements determined to be physically unfeasible, will be presented at a public meeting of the **City of Glen Cove's** Compliance Committee. It is the **City of Glen Cove's** practice to provide public notice of the dates and agendas of Compliance Committee meetings on the **City of Glen Cove's** website. This will provide the public with an opportunity to participate in the formulation of the ADA Transition Plan.

### **A. Nature of Improvements and Structural Feasibility**

The nature of necessary improvements will be determined during Step 1 – the accessibility evaluation of **City of Glen Cove** facilities – and will be incorporated into the ADA Transition Plan after completion of Step 1. Any improvements that **City of Glen Cove** officials determine are not structurally feasible, based on ADA regulations, will also be incorporated into the Plan.

### **B. Priority of Improvements**

#### Sidewalks; Crosswalks; Curb Ramps

With respect to sidewalks, crosswalks and curb ramps, the primary focus of this ADA Transition Plan is to address all ADA noncompliant facilities, defined as those locations that have a rating of “2” and “3” on the scale discussed above. The priority of improvements to these facilities will be as follows:

- 1) Those serving publicly accessible **City of Glen Cove** facilities;
- 2) Those serving commercial and employment centers; and
- 3) Those serving other areas.

#### Parking Lots and Publicly Accessible Buildings

The priority of improvements to parking lots and publicly accessible spaces in **City of Glen Cove** buildings will be based on the severity of the accessibility barrier and the frequency of public presence at the facility. Notably, the general assessment of the **City of Glen Cove** Code Enforcement Officer is that **City of Glen Cove** facilities where public meetings take place are in substantial compliance with the ADA. All new construction or renovations to existing facilities have complied with ADA standards. As such, the **City of Glen Cove** does not expect that its publicly accessible buildings and parking lots will require major structural improvements.

### **STEP 3: SCHEDULE FOR COMPLETION OF NECESSARY IMPROVEMENTS**

Once the Inventory of Public Facilities has been completed, and necessary improvements have been prioritized as provided above, the **City of Glen Cove** will formulate an estimated budget for the improvements. The schedule for improvements will depend heavily upon the number and severity of the deficiencies identified during the accessibility evaluation, and the costs associated with the improvements. The **City of Glen Cove**, however, reiterates its commitment to making its public facilities accessible to all persons, regardless of disability. The **City of Glen Cove's** ADA Transition Plan will outline a specific schedule for improvements after Completion of Step 2, and this schedule will reflect the **City of Glen Cove's** commitment to ADA compliance.

### **ADA COORDINATOR**

The **City of Glen Cove's** ADA Coordinator is the official responsible for implementation of the **City of Glen Cove's** ADA Transition Plan for the pedestrian facilities in the public right-of-way. Responsibilities of the ADA Coordinator include:

- Coordinating the efforts of the **City of Glen Cove** to comply with Title VII (employment) of the Civil Rights Act of 1964 by ensuring appropriate due process standards are in place and prompt equitable resolutions occur when necessary. This is accomplished by:
  - Ensuring hiring or firing any individual is not based on their disability; and
  - Ensuring segregation or classification of employees or applicants for employment does not deprive any individual of employment based on their disability;
- Establishing a complaints procedure and investigating any complaints;



- Coordinating with the appropriate departments to conduct a self-evaluation and develop the transition plan;
- Handling requests for auxiliary aides and services; and
- Working with officials and administrators to ensure new facilities or alterations are ADA accessible.

The ***City of Glen Cove***'s ADA Coordinator is **Louis Saulino, P.E., Director of Public Works, City of Glen Cove.**

***Contact information:***

Louis Saulino, P.E.

Director of Public Works

City of Glen Cove

9 Glen Street

Glen Cove, NY 11542

Phone: 516.676.4402

Fax: 516.676.3104

Email: [lsaulino@cityofglencoveny.org](mailto:lsaulino@cityofglencoveny.org)

**Attachment 6**  
**Title VI Public Participation Plan**

DRAFT

# City of Glen Cove

## Title VI Public Participation Plan To be included in the Title VI Program

May 11, 2018

Louis Saulino, P.E., Title VI Coordinator  
City of Glen Cove  
City Hall, 9 Glen Street, Glen Cove, NY 11542  
Phone: 516-676-4402  
Email: [lsaulino@cityofglencoveny.org](mailto:lsaulino@cityofglencoveny.org)

## Information:

Every three years, on a date determined by the **City of Glen Cove**, the City will submit the following plan as part of their Title VI Program.

An outline of the Title VI Public Participation Plan is provided below, as required by the US-DOT Federal Transit Administration. This document explicitly describes the proactive strategies, procedures, and desired outcomes that underpin the recipient's public participation activities.

The Title VI Public Participation Plan must contain each of these individual parts to be considered complete.

1. Cover Page (applicable if a detailed plan, otherwise use a section heading)
  - a. *Name of transit provider*
  - b. *Title VI Public Participation Plan*
  - c. *Date Completed*
  - d. *Contact information for Title VI Coordinator*
2. General Information Section
  - a. *Public involvement as a necessity*
    - i. Why is public involvement necessary?
    - ii. When is public involvement necessary?
    - iii. How does public involvement benefit your transit or department?

### *Sample:*

The Federal and State government mandate public involvement, because it helps to guide department decisions in providing public transportation services. Public involvement also benefits [name of sub recipient/transit provider] and the public, by allowing for the development of services that meet the needs of area citizens/customers.

The Federal government mandates public involvement prior to raising fares, implementing major reductions in service, or applying for grants/loans to finance transportation improvement projects.

3. Public Participation/ Engagement

*Recipients have wide latitude to determine how, when, and how often specific public participation activities should take place, and which specific measures are most appropriate.*

  - a. *Public Meetings*
    - i. What meetings, if any, are open to the public?
      1. Customer Information Meetings, Advisory Board Meetings, Public Hearings and other community meetings.
    - ii. How do you inform the public of upcoming meetings and agendas?
    - iii. Do you employ different meeting sizes and formats to accommodate the minority, disabled, and limited English proficiency (LEP) populations?

b. *Coordination*

i. Other agencies

1. Department of labor, Job Link, local churches, local food pantry, medical facilities, social services, educational institutions, and other organizations provide a medium to educate and solicit feedback on current services.

ii. Community events

1. Senior center health fairs, non-profit events, and other community events serve as a way to provide education about your services.

iii. Interpretation services

c. *Public Studies:*

As per requirements of [49 U.S.C. Sections 5307 (b)] and [5307 (c)(I)] [name of sub recipient/transit provider] will develop and/or consider a process to study public comment before raising a fare or carrying out a major reduction in transportation service.

- i. Consider conducting an annual customer survey

4. Public Outreach Plan

a. *How do you advertise?*

- i. Possible outreach mediums include local television channels, radio shows or podcasts, and newspaper ads.

b. *Outreach to minority, limited English proficiency (LEP), and other underserved populations: The Public Participation Plan should include information about outreach methods to engage minority and LEP populations, as well as a summary of outreach efforts made since the last Title VI Program submission.*

- i. What steps are being taken to engage minority and LEP populations?
- ii. What steps are being taken to engage underserved populations such as the disabled or those with low-income?
- iii. Do you schedule meetings at times and locations that are convenient and accessible for minority and LEP communities?
- iv. Do you coordinate with community and faith based organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities?

*Efforts to involve minority and LEP populations can include both comprehensive measures as well as targeted measures to address linguistic, institutional, cultural, economic, historical, or other barriers that may prevent minority and LEP persons from effectively participating in a recipient's decision-making process.*

5. Type of Public Involvement

a. *What public should be involved:*

It is important to involve as many individuals as possible in order to gain the support and development of public transportation.

- *Potential and current riders*
- *Non-riders*
- *Business and community leaders/groups*
- *Government officials*
- *City Council and other City Departments*
- *Faith based community*
- *Academia and educational institutions*
- *Medical facilities/long term care centers*

**Attachment 7**  
**Title VI Training Plan**

DRAFT



# City of Glen Cove

## Title VI Training Plan

## CITY OF GLEN COVE TITLE VI TRAINING PLAN

The **City of Glen Cove's** Title VI Coordinator is responsible for advising all employees regarding available training in support of Title VI and related Civil Rights requirements. It is the responsibility of the Title VI Coordinator to schedule training in such a way that appropriate notices and announcements are made to **City of Glen Cove** staff and ensure the training is reviewed and updated as necessary.

The **City of Glen Cove** will consider using an approved video recording or other electronic media for Title VI training to allow for any staff to watch and review Title VI and related requirements. The training will be reviewed and updated as necessary by the Title VI Coordinator. Annual Title VI training can be a simple presentation by the Title VI Coordinator or by watching a Title VI training video recording or reviewing other electronic media.

The **City of Glen Cove** will provide Title VI and related Civil Rights training to new employees within 60 days from date of employment. Written documentation of training topics and target audience and attendance will be maintained for a period of three (3) years.

The **City of Glen Cove** will coordinate and/or participate in Title VI and related training as required by agencies including the New York State Department of Transportation (NYSDOT), Federal Highway Administration (FHWA) or Federal Transit Administration (FTA). Title VI and related training will be made available to all **City of Glen Cove** staff on an ongoing basis to ensure up-to-date information is made available and management and staff are made aware of and have knowledge of Title VI and other nondiscrimination requirements.

### Schedule of Title VI Training

<u>Date</u>	<u>Target Audience</u>
April 26, 2018 at 10:00 a.m	John Charon, Personnel Officer, Department of Personnel, City of Glen Cove
	Ann Fangmann, AICP, Executive Director, Glen Cove Community Development Agency (CDA)
	Jocelyn Wenk, AICP, Grant Writer and Administrator, Glen Cove CDA
May 1, 2018 at 10:00 a.m.	Louis Saulino, P.E., Director of Public Works, City of Glen Cove

**Attachment 8**  
**Contracting Goals**

DRAFT

# City of Glen Cove

## Contracting Goals

**For Federally Funded Disadvantaged Business Enterprise (DBE) contracting opportunities:**

**Individual responsible for overseeing the City of Glen Cove's DBE program:**

Anne L. LaMorte will be responsible for overseeing the City of Glen Cove's DBE program for federally funded DBE contracting opportunities. Ms. LaMorte's contact information is provided below:

Anne LaMorte, Financial Manager and CFO  
Glen Cove Community Development Agency (CDA)  
City Hall  
9 Glen Street  
Glen Cove, NY 11542  
Phone: 516-676-1625 Ext. 104  
Email: [alamorte@glencovecda.org](mailto:alamorte@glencovecda.org)

**How the City selects projects and sets project goals:**

For projects for which the City of Glen Cove has applied for and received grants from federal agencies, project goals for DBE contracting will be set based upon the guidance of the federal agency and/or New York State agency administering funding for the project (e.g., Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or New York State Department of Transportation (NYSDOT)).

Requests for Proposals issued by the City of Glen Cove for services related to federally funded projects will include the following language: "Contractors will be required to make good faith efforts to subcontract \_\_\_ percentage of the total contract price to certified DBE's. DBE firms must perform a Commercially Useful Function (CUF) as defined in 49 CFR 26.55(c): a role in which a firm is responsible for execution of a distinct element of work on contract and carries on its responsibilities by actually performing, managing, and supervising the work involved."

**How the City monitors DBE participation on contracts:**

The City of Glen Cove, Glen Cove CDA, and contractor(s) to the City (as applicable) will perform the administrative work necessary to ensure the City and CDA are in compliance with reporting and documentation requirements in connection with project financing, including providing necessary updates on Disadvantaged Business Enterprise (DBE) and employment utilization reporting requirements to grant-administering agencies.

Scopes of work agreed to by contractors and the City of Glen Cove for services related to federally funded projects will include the following language: "The contractor will be required to assign one individual the responsibility of monitoring the contractor/subcontractor adherence to Equal Opportunity and Labor requirements contained in the contract(s), and preparing documentation required by regulatory agencies. For grants administered by NYSDOT, required DBE and employment utilization information will need to be into the NYSDOT-maintained Equitable Business Opportunities (EBO) database."