

Local Law offered by Mayor Tenke and seconded by _____

LOCAL LAW 01 - 2019
A LOCAL LAW AMENDING GLEN COVE CITY CHARTER §C9-14

Section 1: Legislative Intent and Purpose.

To amend the Glen Cove City Charter §C9-14 as it relates to the sale of tax liens. The City of Glen Cove acquires by law, all tax liens that have not been purchased at the annual tax lien sale, which is conducted in June of each year. The City Council and the Controller recommend that the Glen Cove City Charter be amended to allow the City of Glen Cove to sell, assign, or transfer tax liens that are in its inventory and that have not been sold at the tax sale conducted each year.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c) (1).

Section 3: Legislation:

BE IT ENACTED as follows:

The City Council hereby makes the following amendments to the Glen Cove City Charter:

(Underlined text is to be added and struck through text is to be deleted)

§ ~~C9-14~~ THE CITY MAY MAKE AGREEMENTS WITH COUNTY RESPECT TO THEIR SEVERAL TAX LIENS

~~The City of Glen Cove may, by resolution of its City Council, enter into an agreement with the County of Nassau with respect to any parcel of real property upon which each of the parties has tax liens. The resolution of the governing bodies of the parties to the agreement authorizing such parties to enter into the agreement may also provide for the satisfaction and discharge of such tax liens of record, although the amount realized from the sale or other disposition of the property pursuant to the agreement is insufficient to pay the full amount of the tax liens to the parties to the agreement.~~

§ C9-14 THE CITY MAY MAKE AGREEMENTS WITH RESPECT TO THEIR TAX LIENS

The City of Glen Cove may, by resolution of its City Council, enter into an agreement with any person or entity, to sell, assign or transfer any certificate of sale with respect to any parcel of real property in which the City has tax liens, when it is determined to be in the best interests of the City. The resolution transferring, selling or assigning any certificate of sale may also provide authorization for the satisfaction and discharge of

such tax liens of record, although the amount realized from the sale, transfer or other disposition of the property pursuant to the agreement is insufficient to pay the full amount of the tax liens to the parties to the agreement; provided further that no such sale, assignment, transfer or discharge for less than the full amount of such unpaid taxes, interest, penalties and expenses or for consideration other than cash shall be made to any owner of the affected property or any person having an interest therein or any related person.

Section 4: This local law shall take effect upon its filing with the New York Secretary of State

Resolution 6B

Resolution offered by Mayor Tenke and seconded by _____

**RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO
ALLOW ACCESS AND REMEDIATION FOR THE PROPERTY
LOCATED AT 1 GLEN COVE ARTERIAL HIGHWAY, GLEN
COVE, NY 11542**

WHEREAS, City of Glen Cove is the owner of the property located at 1 Glen Cove Arterial Highway, Glen Cove, NY 11542; and

WHEREAS, the property is currently occupied by the Glen Cove Day Care Center and the Howard Davis Jr. Glen Cove Boxing Club; and

WHEREAS, COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as ADEC@, with offices located at 625 Broadway, Albany, NY 12233, pursuant to law would like to perform remediation of groundwater contamination below the property; and

WHEREAS, said Property will be, entered upon and occupied by DEC, its representatives, employees, agents or contractors, for the performance of work thereon for one or more of the purposes set forth in ECL Article 27 ' 1313(8), and particularly for the purpose of installing pumping wells, piping network and well sheds which are part of the groundwater remedial program for the Operable Unit 1 (AOU1@) remedy for the Pall Corporation Site, Site # 130053B, (APall Site@) and the Operable Unit 2 (AOU2@) joint remedy for the Pall Site and the Photocircuits Corporation Site, Site #130009, (APhotocircuits Site@); and

WHEREAS, the City would like to give the ADEC@ access to the property to perform said remediation; and

NOW BE IT RESOLVED that the Mayor is hereby authorized on behalf of the City of Glen Cove to execute an access agreement with the DEC in order to effectuate the planned remediation of the property located at 1 Glen Cove Arterial Highway, Glen Cove, NY 11542.

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the Glen Cove Volunteer Ambulance Worker's Service Award Program list for the year 2018, as presented by the Glen Cove Volunteer Emergency Medical Service Corps., is hereby accepted as true and accurate by the Glen Cove City Council; and

BE IT FURTHER RESOLVED, that said list and this Resolution be posted in the Glen Cove EMS Headquarters for a period of thirty days, as required by General Municipal Law.

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize the continuance for professional services of D&B Engineers and Architects, P.C., in maintaining the mandated New York State DEC compliance with the City of Glen Cove MS4 Permit regarding storm water discharges, with all services in accordance with the 2019 On-Call Consultant Agreement with a fee not to exceed \$3,600.

Funding: A1490-55438

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize the Mayor to enter into an agreement, for clinical placement, with LIU Post School of Health Professions and Nursing, effective February 6, 2019 through April 24, 2019.

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

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

(See Attached)

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

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

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Marie Pierre / A.G. Trakas, P.C.	13-2426	\$749.00

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Nicholas Pedone Foundation, Ltd. to host their annual Nicholas Pedone 5K run/walk, on September 1, 2019, and the closing of the following roads, 8:30 a.m. to 11:30 a.m.:

Dosoris Lane
Lattingtown Road
Old Tappan Road
Walnut Road

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes “Run A Round Foundation”, Andrew Menzin, to host a run/walk, to benefit the North Shore Sheltering Program, at the Glen Cove Golf Course, April 14, 2019.

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Amy Franklin to attend the New York Government Finance Officers Association (NYGFOA) Conference, in Albany, New York, March 28 and 29, 2019, at a cost of \$383.00.

Funding: A1310-55442

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Sgt. Salvatore Bifone, Det. David Milanese, Police Officers Peter Michaleas and John Calamusa, to attend the Colt M4 Armorer Course, November 25 – 27, 2019, at Hempstead Range, Hempstead, New York, at a cost of \$550 each, with a total cost of \$2,200.

Funding: A3120-55442

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize Sgt. Salvatore Bifone, Detective David Milanese and Police Officer Peter Michaleas, to attend Glock Armorer School, August 15, 2019, at Hempstead Range, Hempstead, New York, at a cost of \$250 each, with a total cost of \$750.

Funding: A3120-55442

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize Deputy Chief Christopher Ortiz to attend NYS Intelligence Summit, April 23 - 25, 2019, in Bolton Landing New York, at a cost of \$424.00

Funding: A3120-55411

Resolution 6N

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize Chief William Whitton to attend NYS Intelligence Summit, April 23 - 25, 2019, in Bolton Landing New York, at a cost of \$424.00.

Funding: A3120-55411

Resolution 6O

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby Deputy Chief Christopher Ortiz to attend Police Executive Research Forum (PERF) Annual Meeting, May 28 - 31, 2019, in Miami Beach, Florida, at a cost of \$1,675.

Funding: A3120-55411 - \$1,300
A3120-55442 - \$375.00

Resolution 6P

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Richard Summa to attend Code Conference, June 4 – 6, 2019, at Stony Brook University, New York, at a cost of \$300.00.

Funding: A3620-55442

Resolution 6Q

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Melvin Sanchez and Robert Picoli to attend Rescue Task Force for EMS, April 23 and 24, 2019, in Oriskany, New York, at a cost of \$60.00 each, with a total of \$120.

Funding: A4540 55442

Resolution 6R

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Robert Picoli to attend ATV-UTV Operator Course, May 4 and 5, 2019, in Oriskany, New York, at a cost of \$60.00.

Funding: A4540 55442

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Damion Stavredes and Michael Estabillo as part-time Clerks, with the Personnel Department, at \$15.00 per hour effective March1, 2019.

Budget Line A1425 -51120

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints the following as seasonal employees, with the Golf Course, effective 3/8/2019 through 11/30/2019, as indicated:

Name	Title	Rate of Pay
Herbert H. Chessler	Golf Course Starter	\$9.00 per hour
Louis Larice	Golf Course Cashier	\$12.50 per hour
Jose C. Jurado	Laborer	\$11.00 per hour
Carlos Mena Salinas	Laborer	\$11.50 per hour
Anthony Oppedisano	Golf Course Starter	\$11.50 per hour

Budget Line: A7180-51120

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Margaret Warner as Seasonal Recreation Leader, with Parks and Recreation, at \$19.00 per hour, effective March 1, 2019 through November 30, 2019.

Budget Line: CR7140-51120

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amend the salary of the following persons as indicated:

<u>Name</u>	<u>Current Rate Per Hour</u>	<u>Proposed Rate Per Hour</u>	<u>Fund Line</u>
Carlos Decespedes	\$14.25	\$15.25	A7035-51120
Don Ferrer	\$18.25	\$19.25	A6772-51120 / A7035-51120

Doris Hoffman	\$16.00	\$17.00	A7030-51120
Sharon Kessler	\$16.97	\$17.97	A7036-51120
Michelle Kleeman	\$14.91	\$15.91	A7035-51120
Thomas Kleeman	\$18.25	\$19.25	A6772-51120
Julius LaPalmer	\$18.25	\$19.25	A7035-51120
Heidi Leuthner	\$13.00	\$14.00	A7036-51120
Lynne Maderakis	\$13.88	\$14.88	A7036-51120
Jean Molnar	\$16.97	\$17.97	A7036-51120
Celia Alex Moore	\$12.00	\$13.00	A7035-51120
Agatha Nadel	\$12.00	\$13.00	A7036-51120
Cynthia Rivera	\$14.39	\$15.39	A6772-51120
Sherry Walker	\$14.39	\$15.39	A6772-51120

New York State Department of Environmental Conservation

ACCESS STIPULATION
for
PURPOSES AUTHORIZED PURSUANT TO ARTICLE 27 OF THE ENVIRONMENTAL
CONSERVATION LAW

This agreement ("Agreement") made this _____ day of _____, _____ between the City of Glen Cove, hereinafter referred to as "Owner" or "City", with offices located at 9 Glen Street, Glen Cove, NY 11542, the Glen Cove Child Day Care Center, Inc., hereinafter referred to as "Tenant" or "Day Care", with offices located at 1 Glen Cove Arterial Highway, Glen Cove, NY 11542, and the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "DEC", with offices located at 625 Broadway, Albany, NY 12233, pursuant to the above cited law,

WITNESSETH:

WHEREAS, the owner represents as follows:

- a. That the Owner owns the real property described below (the "Property") and on the attached sketch map, or some right, title or interest therein, which property is described briefly as follows:

Tax Map: Section 21, Block H, Lot 310
Address: 1 Glen Cove Arterial Highway
Glen Cove, New York 11542

- b. That said ownership consists of the following interest in said Property:

fee owner

title to which was acquired by the Owner at the time and in the manner following:

- c. That said property is free and clear of all leases, tenancies, easements, contracts of sale, (except):

(1) lease with the Day Care.

- d. City of Glen Cove Parks Department operates the Howard Davis Jr. Glen Cove Boxing Club ("Boxing Club") on the Property.

WHEREAS, said Property was, or will be, entered upon and occupied by DEC, its representatives, employees, agents or contractors, for the performance of work thereon for one or more of the purposes set forth in ECL Article 27 § 1313(8), and particularly for the purpose of installing pumping wells, piping network and well sheds which are part of the groundwater remedial program for the Operable Unit 1 ("OU1") remedy for the Pall Corporation Site, Site # 130053B, ("Pall Site") and the Operable Unit 2 ("OU2") joint remedy for the Pall Site and the Photocircuits Corporation Site, Site # 130009, ("Photocircuits Site").

NOW THEREFORE, the parties hereto agree as follows:

1. The Owner and Tenant will permit entry on and use of the Property by DEC, its agents, employees, contractors and representatives from the date hereof until completion of the groundwater remedial program for the Pall Site and Photocircuits Site. Such right of entry includes the right to:
 - i. operate a work area;
 - ii. remove from the property any contaminated material excavated;
 - iii. place a fencing to secure the work area;
 - iv. collect air, water or soil samples for analysis;
 - v. remove air, water or soil samples; and
 - vi. carry on any activity necessary for the completion of the groundwater remedy or the Pall and Photocircuits sites in a manner protective of public health and the environment, together with the rights at all times during the duration of this agreement of ingress, egress and regress by the State of New York, its employees, agents, contractors and/or representatives for the purposes connected with the above work.
2. DEC agrees to items in Attachment I, including referenced Attachments II and III, all of which are attached hereto and incorporated herein.
3. DEC covenants that all work to be performed hereunder will be done at no cost or expense to the Owner; provided, however, this does not constitute a waiver of any rights DEC may have to recover such cost from any responsible party, pursuant to relevant provisions of statutory or common law.
4. Prior to the termination of this Agreement, DEC, at its cost and expense, will restore the Property to its condition existing immediately prior to entry by DEC's contractors, by re-seeding and re-vegetating but not including replacement of large trees.
5. DEC's contractor has comprehensive general liability insurance for the activities conducted on this Property. DEC will cooperate with Owner and/or Tenant in pursuing with the insurer any claim that may arise. DEC will ensure that every contractor that performs work on this property adds Owner and Tenant as additional insureds on its insurance policy.
6. DEC will indemnify the Owner and Tenant to the extent as provided in Attachment IV, attached hereto and incorporated herein.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors and assigns of the parties.

In witness whereof, this Agreement has been executed on the day and date first above written.

City of Glen Cove, Owner

Glen Cove Child Day Care Center, Inc., Tenant

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

New York State Department of Environmental Conservation

Date

Director, Division of Environmental Remediation

Attachments

ATTACHMENT I

**ATTACHED TO: ACCESS STIPULATION among The City of Glen Cove,
Glen Cove Child Day Care Center, Inc., and the New York State
Department of Environmental Conservation
for Purposes Authorized Pursuant to Article 27 of the
Environmental Conservation Law, dated _____.
Location: Tax Map: Section 21, Block H, Lot 310
Address: 1 Glen Cove Arterial Highway
Glen Cove, New York 11542**

1. Extraction Wells, Well Sheds and Piping Network

- A. Extraction wells 1S and 3D and their well sheds, and piping network will be located on the Property as shown on Sheet C-3, last revised date 2/13/2018, attached to the Agreement as Attachment II, provided however, no unexpected conditions in the field are encountered.
- B. The well sheds for extraction wells 1S and 3D will be substantially similar to the well shed depicted in Attachment III, attached to the Agreement, and will be approximately 5'x4'x7' high.

2. Soils/Groundwater on the Property

- A. DEC will only use "clean fill", i.e. fill that meets DEC's soil cleanup objectives for unrestricted use as delineated in DER-10 – Appendix 5, as back fill for any areas located on the Property which are excavated by DEC or its contractor.
- B. DEC will segregate and remove all excavated soils and drill cuttings from the Property to the Pall Site.
 - These soils will be tested for the purpose of characterizing these soils for off-site disposal.
- C. DEC will segregate and remove groundwater from well development purging and any encounter during trench de-watering from the Property to the Pall Site.

3. Vapor Mitigation at the Day Care Building

- A. DEC or its contractor will install an upgraded, or, if necessary, an entirely new crawl space ventilation system for vapor mitigation ("VMS") at the Tenant's day care building that will address any contaminants of concern emanating

from the Pall Site and/or Photocircuits Site, including VOCs, which might impact indoor air.

- B. DEC or its contractor will specifically design the VMS for the day care building in consultation with the New York State Department of Health ("DOH").

Note: Although methane is not a contaminant of concern emanating from the Pall Site or Photocircuits Site, the VMS will address potential concerns related to indoor air from methane entering the building from the crawl space.

- C. DEC or its contractor will perform annual evaluations of the VMS to ensure the VMS is functioning properly.
- D. DEC or its consultant, at DEC's sole cost and expense, will maintain and perform any repairs to the VMS.
- E. DEC will provide the Owner and Tenant with the name and a contact information to call if service is need on the VMS.
- F. DEC will perform training for designated employees of the Owner and of the Tenant on how to properly monitor the VMS to evaluate if service is needed.
- G. DEC will provide the Owner and Tenant with copies of technical information on the VMS.

4. Vapor Mitigation at the Boxing Club Building

- A. DEC or its contractor will install a sub-slab depressurization system ("SSDS") beneath the portion of the building on the Property currently occupied by the Boxing Club that will address any contaminants of concern emanating from the Pall Site and/or the Photocircuits Site, including VOCs, which might impact indoor air.
- B. DEC or its contractor will perform annual evaluations of the SSDS system to ensure the SSDS is functioning properly.
- C. DEC or its contractor will maintain and perform any repairs to the SSDS.
- D. DEC will provide the Owner and Boxing Club with a contact number to call if the SSDS needs or requires service.
- E. DEC will perform training for designated employees of the Owner and Boxing Club on how to properly monitor the SSDS.
- F. DEC will provide the Owner and the Boxing Club with copies of technical information on the SSDS.

5. Informal Informational Session

- A. At the Tenant's request, DEC and DOH will hold an informal informational session for parents of children that attend the Tenant's day care center, and the Tenant's employees to discuss the work that will be conducted on the

Property, cleanup actions at the Pall Site, and the Pall Site and Photocircuits Site joint OU2 groundwater remedy. The Owner, Owner's employees who work on the Property and members of the Boxing Club are welcomed to attend.

- B. At this informational session, a graphic display will be utilized by DEC and DOH to demonstrate exactly where all work will occur on the Property.
- C. DEC will ensure that any necessary translator(s) attend the meeting.
 - o Spanish has been identified as the primary language of many of the parents who use the day care.
 - o Tenant and Owner will identify to DEC any additional primary languages in advance of the informational session to allow DEC to secure additional translators which are needed.

6. **DEC's Access Route into the Property**

DEC will only access the Property from the Pall Site.

7. **Day Care Drop-off and Pick-up**

- A. The Tenant has provided DEC with pick-up/drop-off schedules ("Schedules") for the Tenant's day care building to allow DEC to develop its work plan to address the Schedules.
- B. The DEC will use best efforts to not interfere with the Schedules.

8. **Scheduling Alternatives for Work on the Property**

- A. DEC will develop proposed scheduling alternatives for all work that is planned to be performed on the Property.
- B. These scheduling alternatives will include, but are not limited to, a compressed schedule with weekday work, or an extended schedule with weekend-only work.
- C. DEC will discuss these scheduling alternatives with the Owner and the Tenant.

9. **Community Air Monitoring Plan**

- A. DEC and DOH will develop and implement a Community Air Monitoring Plan ("CAMP") in connection with any work at the Property, as well as any work at the Pall Site to ensure that all children, staff and others occupying the Property are protected while work is being performed at both the Property and the Pall Site.
- B. DEC's contractor will comply with the CAMP.

10. Safety Measures During Work on the Property

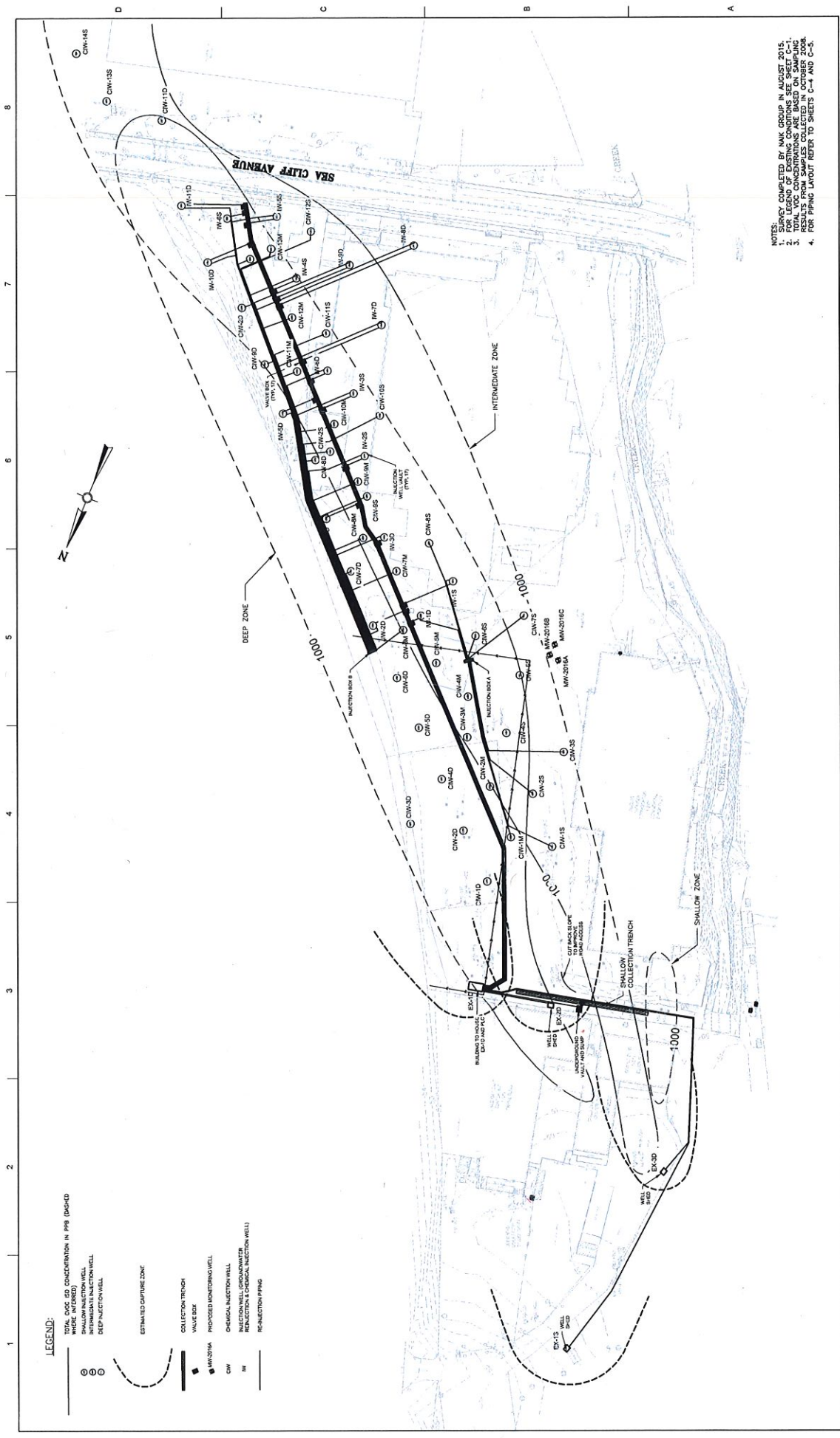
- A. DEC or its contractor will install security fencing and other engineering controls to prevent any unauthorized access to the contractor's work or equipment that is located at the Property.
- B. DEC will ensure that all work is properly secured at the end of each day throughout the duration of the contractor's work on the Property.
- C. DEC will provide a Flag person on the Property during performance of the contractor's work on the Property for the hours that the Tenant's day care is open (6:30am to 6:00pm).
- D. DEC will provide a Flag person on the Property during performance of the contractor's work on the Property for the hours that the Boxing Club is open (6:00pm to 8:00pm).
- E. While the Flag person will be instructed to specifically watch out for children, the primary responsibility for the control of the children who attend the Tenant's day care remains with their parents and the Tenant.
- F. The Flag person will direct all cars and all pedestrians away from work areas on the Property.

11. Decommissioning of Wells/Removal of Equipment

DEC, at DEC's sole cost and expense, will be responsible for the decommissioning and removal all equipment and proper decommissioning of extraction wells 1S and 3D located on the Property after the remedies for the Pall Site OU1 and the joint OU2 remedy for the Pall Site and Photocircuits Site have been fully implemented.

12. DEC Will Meet Substantive Requirements

DEC will meet substantive requirements related to state or local permits or authorizations but will not obtain such state or local permits or authorizations for any activity need to implement the inactive hazardous waste disposal site remedial program for the Pall Site OU1 and the joint Pall and Photocircuits Sites OU2 as per ECL § 27-1313.10.



GROUNDWATER REMEDIAL ACTION PLAN

PHOTOCIRCUITS OU2 & PALL CORP OU1/OU2
NYSDEC SITE NOS. 130009 & 130053B
CITY OF GLEN COVE, NASSAU COUNTY

DRAFT

PROJECT MANAGER: S. KLING

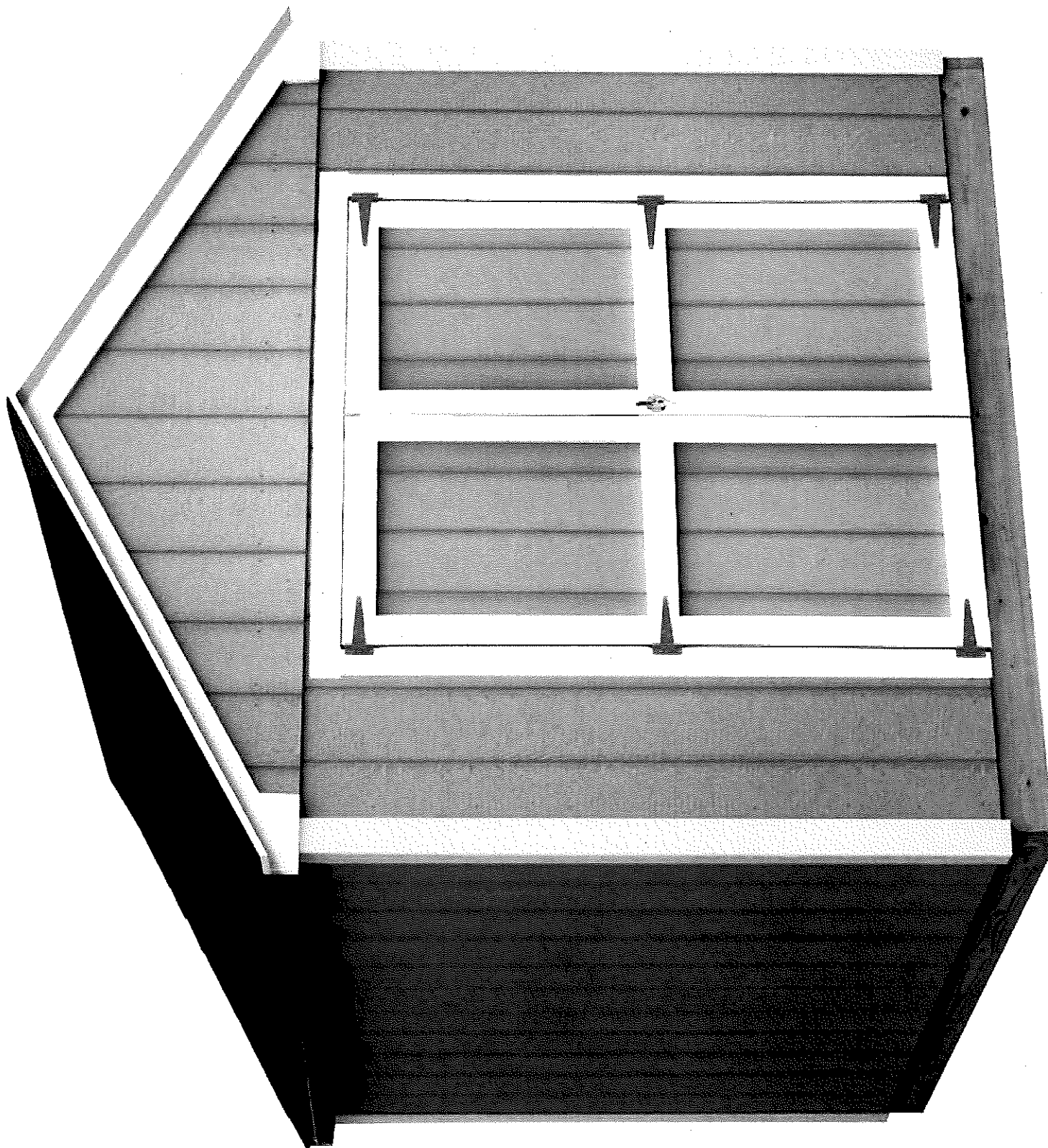
ISSUE	DATE	DESCRIPTION
1	10/07/2015	PRELIMINARY DESIGN
2	1/15/2016	INTERMEDIATE DESIGN
3	4/02/2016	DRAFT FINAL DESIGN
4	10/24/2017	REVISED DESIGN LAYOUT
5	2/13/2018	DRAFT REVISED DESIGN

PROJECT NUMBER: 147-254517 & 255204

SCALE: 1" = 40'

FILE NAME: GDC-04.dwg

SHEET: C-3



ATTACHMENT IV

**ATTACHED TO: ACCESS STIPULATION among The City of Glen Cove, Glen Cove Child Day Care Center, Inc., and the New York State Department Environmental Conservation for Purposes Authorized Pursuant to Article 27 of the Environmental Conservation Law, dated _____.
Location: Tax Map: Section 21, Block H, Lot 310
Address: 1 Glen Cove Arterial Highway
Glen Cove, New York 11542**

Subject to the availability of lawful appropriations, and as provided by New York State's Court Of Claims Act and Section 17 of the New York State Public Officers Law, New York State Department of Environmental Conservation, hereinafter "DEC," hereby agrees to indemnify and hold harmless The City of Glen Cove, hereinafter "Owner," and Glen Cove Child Day Care Center, Inc., hereinafter "Tenant," for any and all causes of action in law or equity, arising directly from the negligence of DEC or its employees, to the extent attributable to said negligence, in the use and access of the Premises, for the Purposes as described in the Access Stipulation to which this Attachment IV is affixed.

DEC's duty to indemnify and hold harmless shall be conditioned upon delivery to the Attorney General by Owner and/or Tenant of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days of receipt.

DEC, for and on behalf of its employees, hereby releases the Owner and Tenant from any liability directly arising from the use and access of the Premises, to the extent said liability is directly attributable to the negligence of the DEC or its employees.

Owner and Tenant hereby acknowledge that this indemnification, hold harmless and release agreement is given in consideration of allowing DEC to use or access the Premises on the stated dates, for the stated Purpose(s), and that the consideration is fair and adequate.



720 Northern Boulevard
Brookville, NY 11548-1300

School of Health Professions and Nursing
Office 516-299-3654
liu.edu/post/health

January 17, 2018

Dear Debra Stanton,

This letter is to confirm the clinical placement of LIU Post School of Health Professions and Nursing students registered for Public Health Nursing for the Spring 2019 semester at Glen Cove Senior Center.

In accordance with New York State regulations, all students and faculty are in good health as evidenced by their annual physical examinations, which includes screening for tuberculosis. They have either shown proof of immunity to Measles, Mumps, Rubella Varicella, and Hepatitis B by titers, have documented appropriate vaccinations, or have signed a release form in the case of Hepatitis B. The students and faculty will be immunized against influenza and understand that if the vaccine is refused they must wear a mask at all times, if applicable. In addition, students and faculty have current CPR certification, and have had education regarding HIPPA regulations. The students and faculty have malpractice insurance coverage through LIU Post University. The faculty member assigned to this clinical section is currently licensed to practice Registered Professional Nursing in New York State and is qualified to teach and supervise in the assigned areas.

The students will attend this clinical rotation on the following dates: **Wednesdays, 2/6 – 4/24 from 10:00am to 4:00pm**

The instructor for this section is **Allyson Crisci**.

Glen Cove Senior Center, Wednesday, 10am, 12pm			
ID	Last Name	First Name	Email
100434988	CONROY	MEGAN	MEGAN.CONROY@MY.LIU.EDU
100384713	EDOUARD	CHRISTOPHER	CHRISTOPHER.EDOUARD@MY.LIU.EDU
100590150	GUBBINS	PATRICK	PATRICK.GUBBINS@MY.LIU.EDU
100573056	MARTINFRANCIS	PAULETTE	PAULETTE.MARTINFRANCIS@MY.LIU.EDU
100278822	MATUBBER	TUMPA	TUMPA.MATUBBER@MY.LIU.EDU
100570868	MCDINA	STEVEN	STEVEN.MCDINA@MY.LIU.EDU
100568421	MIALE	ISADORA	ISADORA.MIALE@MY.LIU.EDU
100591896	POHALSKI	CLAIRE	CLAIRE.POHALSKI@MY.LIU.EDU

We appreciate your continued interest in and cooperation with LIU Post Nursing program, and we thank you for making this experience possible. If you have any additional requirements, would like any further information, or have any questions, please do not hesitate to contact us.

Sincerely,

Kasie Borowy

Clinical Coordinator
Kasie.Borowy@liu.edu

CLINICAL AFFILIATION AGREEMENT
between
LONG ISLAND UNIVERSITY
and
[CLINIC SITE]

This Agreement is made upon this 11th day of January, 2019, by and between Long Island University (University), a not-for-profit educational institution organized and existing under the laws of the State of New York with its principal place of business located at 700 Northern Boulevard, Brookville, NY 11548, on behalf of its [LIU Post] School of Health Professions and Nursing located at 720 Northern Boulevard, Brookville, NY 11548, and Glen Cove Office of Senior Services (Clinic), located at 130 Glen Street, Glen Cove, NY 11542, (collectively, the "parties.")

WHEREAS, the University has established an approved educational program of special training in [various health related programs] (the "Program"); and

WHEREAS, as part of the Program, University's students are required to obtain clinical experience; and

WHEREAS, Clinic is willing to accept University's students for such purposes and has the requisite facilities, equipment, personnel and services to provide a clinical experience;

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

A. University Responsibilities:

1. Except as hereafter provided and subject to the Clinic's control of its services and facilities, the University shall have complete academic control of all phases of its Program including administration, planning, curriculum content, grading and instruction, faculty appointments, requirements for matriculation and graduation, and maintaining the accreditation status, if any, of its Program.
2. The clinic assignment for students at the Clinic will be consistent with the applicable curriculum requirements for student clinical education and training set forth in the University's course descriptions and curriculum guidelines attached hereto as Exhibit A. A list of participating students (Exhibit B) will be provided to the Clinic prior to the student's field/clinical placement.
3. University will maintain all records and reports pertinent to the student's field/clinical experience.
4. University agrees to indemnify and hold harmless the Clinic, its Board of Trustees, officers, agents, servants, and employees from any and all suits, claims, losses, damages or injuries to persons or property caused by or resulting from the willful or negligent acts or omissions of the University, its agents, employees, or students participating in the Program. University will supply evidence of an insurance policy. The following maximum limits are provided:
 - i. Medical Professional Liability: \$1,000,000 each occurrence and
\$3,000,000 aggregate
 - ii. General Liability: \$1,000,000 each occurrence and
\$3,000,000 aggregate

5. University will ensure that its students meet the Clinic's requirement, if any, for criminal background checks, vaccinations and other immunization requirements and health insurance. If requested, documentation demonstrating the student's compliance with these requirements will be provided to Clinic prior to the start of the student's assignment. The student is responsible for any costs associated with meeting these requirements.

B. Clinic Responsibilities:

1. To accept for placement and instruction, those students mutually agreed to by the Clinic and the University.
2. To provide space, facilities, equipment, and supplies necessary for carrying out the clinical educational experience, to the extent that this will not interfere with care and treatment rendered to Clinic patients.
3. To provide a supervisor for the field/clinical experience, whose responsibilities will include student orientation.
4. To provide emergency medical treatment to students who become ill or injured while at the Clinic. The student so treated will be responsible for all charges for emergency care and any subsequent care or treatment, if elected.
5. At all times, students are subject to Clinic supervision. University students may not perform any service or activity unless accompanied by or under the supervision of qualified personnel. Clinic retains sole responsibility, authority and accountability for patient care.
6. Clinic remains responsible for ensuring that services provided pursuant to this Agreement comply with pertinent provisions of federal, state, and local law, rules and regulations.
7. The Clinic may terminate the use of its facilities, equipment or supplies by any student found in serious or repeated violations of its rules, regulations, procedures or policies. If such action is taken, the Clinic shall first notify the University in writing. The basis of the termination shall be clearly stated.
8. Nothing in this Agreement shall be construed to make Clinic responsible or liable for the negligent acts or omissions of University faculty or students arising from the performance of their duties and functions under this Agreement.

C. Confidentiality:

University shall, as part of its curriculum, instruct students about the importance of resident/patient privacy and confidentiality, and inform them of the federal, state, and local laws that impact resident/patient confidentiality. University shall inform students that they must comply with Clinic's written policies and procedures for resident/patient confidentiality, including those implemented pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and rules and regulations promulgated thereunder. University shall require its faculty to maintain the confidentiality of all Clinic's residents/patients and records. The parties acknowledge that student educational records are protected by the Family Educational Rights and Privacy Act (FERPA).

D. Status of Parties and Participants:

Nothing in this Agreement shall create a joint venture, association, partnership or anything other than an independent contractor relationship between the parties. Each party shall be solely liable for its own debts, obligations, acts and omissions, including the payment of all liability, withholding, social security, workers' compensation, or other taxes or benefits for its employees.

Students shall be considered invitees of the Clinic and at all times shall comply with all Clinic policies, rules, regulations and procedures. Students are not employees of Clinic and may not be compensated for their participation in the clinical program.

E. Notices:

All notices or official communication required under this Agreement shall be in writing, given by first class mail, hand or email as follows:

University:	Dean, School of Health Professions & Nursing -and- Long Island University, Post Campus _____	Insurance Coordinator Long Island University Mary Lai Bldg 700 Northern Boulevard Brookville, New York 11548
Clinic:	Glen Cove Office of Senior Services 130 Glen Street, Glen Cove, NY 11542	

F. Effective Date:

The effective date of this Agreement is the date on which it is fully executed. This agreement may be terminated by either party on ninety (90) days written notice to the other party, provided, however, that no such termination shall take effect until participating students have completed their scheduled clinical experience.

G. Miscellaneous:

1. University and Clinic shall maintain ongoing communications to coordinate the scheduling of student assignments and the clinical educational experience.
2. University and Clinic comply with all fair employment, equal opportunity, and non-discrimination laws. No person shall, on the basis of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, veteran or marital status, disability, genetic predisposition, carrier status or any other protected classification under local, state or federal law, be excluded from participation in any program or activity sponsored by the parties.
3. Neither party shall use the name, logo, or trade dress of the other in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the party whose name, logo, or trade dress is to be used.
4. Each party warrants that it has, or its personnel have or will obtain and maintain all necessary and relevant licenses, permissions, certifications, authorizations, registrations and approvals.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
6. This Agreement shall supersede any prior agreement between the parties and may be amended by mutual written agreement executed by authorized representatives of the parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LONG ISLAND UNIVERSITY BY:

Lori Knapp
Dean, School of Health Professions and Nursing

Signature

Date

BY:

Lisa Craig

Clinic Administrator (please print)

Signature

Date

BY: C. Edward Weis, Ph.D., J.D.
Vice President for Academic Affairs

Signature

Date

EXHIBIT A

Clinical Affiliation Agreement

CLINICAL FIELD WORK EXPERIENCE - COURSE DESCRIPTIONS AND OBJECTIVES

EXHIBIT B

Clinical Affiliation Agreement

In accordance with the Agreement by and between Long Island University (University) and Glen Cove Office of Senior Services (Clinic), students from the University are assigned to the Clinic for the period January 22, 2019 to 3

The areas of assignment, number of students assigned and specific days and hours of student activity have been mutually determined, as outlined herein Exhibit B, by duly authorized representatives of the respective parties and are consistent with the terms of this Agreement.

Names of Students

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

Signature _____
Authorized Representative (University)

Title _____

Signature _____
Authorized Representative (Clinic)

Title _____

2018 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued 2018		Mailing Address	City, State & Zip Code	Status
					Service Credit	Points Earned			
1 Bae	Sang-Jin			M	5	<u>53.1</u>			Active
2 Basile	Michael	J.		M	21	<u>61.0</u>			Active
3 Becker-Mora	Jodi	A.		F	8	<u>0</u>			Active
4 Brodnansky	Michael			M	5	<u>95.3</u>			Active
5 Brodnansky	Veronica			F	3	<u>63.8</u>			Active
6 Bunce	Jonathan	G.		M	4	<u>43.2</u>			Active
7 Carpenter	Andrew			M	9	<u>85.8</u>			Active
8 Ciampi	John	L.		M	4	<u>30.9</u>			Active
9 Cipriano	Donato			M	0	<u>50.2</u>			Active
10 Day-McRoberts	Tracy			F	2	<u>67.4</u>			Active
11 Demenagas	Emmanuel			M	0	<u>71.0</u>			Active LEFT COMPANY
12 Desmond	Gerard			M	2	<u>55.6</u>			Active
13 Domaradzki	Lorraine			F	13	<u>5.0</u>			Active
14 Dunn	Katherine			F	1	<u>22.0</u>			Active LEFT COMPANY
15 Farro	Frank	W.		M	5	<u>21.6</u>			Active
16 Ferrante	Stephanie			F	5	<u>50.4</u>			Active
17 Gambino	Charles			M	2	<u>32.7</u>			Active
18 Gobbo	Robert			M	19	<u>5.0</u>			Active

2018 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued Service Credit	2018 Points Earned	Mailing Address	City, State & Zip Code	Status
19 Gobbo	Stephanie	R.		F	14	<u>1.3</u>			Active
20 Grabowski	Matthew			M	2	<u>60.0</u>			Active
21 Jimenez	Anthony	P.		M	23	<u>17.8</u>			Active
22 Krisch	Maria			F	0	<u>50.3</u>			Active
23 Krisch	Nicholas			M	2	<u>50.7</u>			Active
24 Levinson	Peter			M	1	<u>74.0</u>			Active
25 Long	Paul			M	6	<u>16.3</u>			Active
26 Lynch	Conor			M	0	<u>72.0</u>			Active
27 Lynch	Daniel			M	0	<u>7.0</u>			Active Left Company
28 Mangone	Francesca			F	7	<u>1.3</u>			Active
29 Martinez	Vincent			M	4	<u>60.6</u>			Active
30 Marfione	Dominic	J.		M	5	<u>0</u>			Active
31 Minopoli	Melissa			F	8	<u>62.8</u>			Active
32 Mora, Jr.	Victor			M	14	<u>21.2</u>			Active
33 Nassani	Stephanie			F	4	<u>105.4</u>			Active
34 Nelson	Steven	L.		M	17	<u>46.8</u>			Active
35 O'Dowd	Dennis	E.		M	15	<u>6.4</u>			Active
36 Omaggio	Rebecca			F	6	<u>69.0</u>			Active

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2018 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued Service Credit	2018 Points Earned	Mailing Address	City, State & Zip Code	Status
37 Picoli	Robert			M	2	<u>107.0</u>		0	Active
38 Ponnaiya	Shirley			F	2	<u>5.0</u>			Active <i>Left Company</i>
39 Reynolds	Jessica			F	2	<u>56.0</u>			Active
40 Savinetti	Victoria	A.		F	16	<u>7.6</u>			Active
41 Shanhai	Matthew			M	1	<u>48.0</u>			Active <i>Left Company</i>
42 Silva	Paul			M	1	<u>5.0</u>			Active
43 Sommers	Scott			M	5	<u>72.3</u>			Active
44 Sullivan	Mary	E.		F	13	<u>9.5</u>			Active
45 Tate Sr.	Marvin			M	4	<u>51.4</u>			Active
46 Tripp	Anthony			M	5	<u>84.0</u>			Active
47 Ustler	Thomas	J.		M	12	<u>119.5</u>			Active
48 Valicenti	Charles	J	1.	M	10	<u>54.0</u>			Active
49 Heuser	Karin	L.		F	1	<u>0</u>			Entitled 7/1/18
<i>* Note: Only report points earned from 1/1/2018 to 6/30/2018 *</i>									
50 Kulian	Angel	A.		F	2	<u>0</u>			Entitled 4/2018
<i>* Note: Only report points earned from 1/1/2018 to 3/31/2018 *</i>									
51 Ahrens	Joline	A.		F	7	<u>0</u>			Vested/ Left 2006
52 Ahrens	Keith			M	2	<u>0</u>			Vested/Left 2003
53 Ajamian	James	P.		M	4	<u>0</u>			Vested/Left 2004
54 Akpinar	Melissa			F	6	<u>0</u>		2	Vested/Exempt 2016

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2018 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued		Mailing Address	City, State & Zip Code	Status
					Service Credit	2018 Points Earned			
55 Alchermes	Kathryn	J.		F	2	0			Vested/Left 2005
56 Basile	Christine	P.		F	3	0			Vested/Left 2008
57 Bellidoro	Rocco			M	3	0			Vested/Left 2012
58 Bennett	Alyssa			F	1	0			Vested/Left 2012
59 Bober	Michael	W.		M	1	0			Vested/Left 2003
60 Calderon	Kristin	H.		F	2	0			Vested/Left 2012
61 Cutler	Christine			F	5	0			Vested/Left 2002
62 D'Ambrini	Georgina	H.		F	11	0			Vested/Left 2017
63 Deschamps	Alex			M	1	0			Vested/Left 2015
64 Dileo, Jr.	Michael	J.		M	2	0			Vested/Left 2013
65 Doxey	Michael			M	4	0			Vested/Left 2017
66 DuBourg	Susan			F	1	0			Vested/Left 2014
67 Ferrante	Kristen	A.		F	4	0			Vested/Left 2009
68 Flammio	David			M	6	0			Vested/Left 2002
69 Fuks	Charles	A.		M	2	0			Vested/Left 2007
70 Goldin	Ian	M.		M	3	0			Vested/Left 2016
71 Guastella	Carolina			F	2	0			Vested/Left 2016
72 Harvey	Robert			M	2	0			Vested/Left 2002

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2018 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued		Mailing Address	City, State & Zip Code	Status
					Service Credit	2018 Points Earned			
73 Hayes	Joyce	N.		F	2	0			Vested/Left 2003
74 Heeren	Craig	R.		M	1	0			Vested/Left 2003
75 Hernandez	Lori	C.		F	1	0			Vested/Left 2015
76 Ho	Andrew	T.		M	2	0			Vested/Left 2005
77 Jacobson	Jake	R.		M	3	0			Vested/Left 2012
78 Jones	James	A.		M	10	0			Vested/Left 2014
79 Karp	Daniel			M	3	0			Vested/Left 2013
80 Kenary	Thomas	A.		M	11	0			Vested/Exempt 2016
81 Lada	Tania	M.		F	11	0			Vested/ Left 2007
82 Lee	Richard	C.		M	5	0			Vested/Left 2001
83 Leigh	Steven	H.		M	1	0			Vested/Left 2005
84 Lottes	Paul	A.		M	10	0			Vested/ Left 2007
85 Macchione	John	T.		M	12	0			Vested/Left 2011
86 Makin	Edward	H.		M	1	0			Vested/Left 2010
87 Marrone-Banislowski	Jennifer			F	3	0			Vested/Left 2009
88 Mavros	Ryan			M	1	0			Vested/Left 2012
89 Mazza	Amanda			F	1	0			Vested/Left 2010
90 McCarthy	Anthony			M	1	0			Vested/Left 2014

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2018 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued 2018		Points Earned	Mailing Address	City, State & Zip Code	Status
					Service Credit	Points				
91 McDermott	John	C.		M	7	0				Vested/Left 2010
92 Mejia	Randolph			M	1	0				Vested/Left 2002
93 Metskas	Athanasios			M	3	0				Vested/Left 2012
94 Mienko	Michael			M	2	0				Vested/Left 2016
95 Nelson	Nyssa R.			M	2	0				Vested/Left 2016
96 Newman	Ian			M	8	0				Vested/Left 2014
97 Nicolich	Sasha			F	2	0				Vested/Left 2017
98 Nolan	Catherine			F	7	0				Vested/Left 2007
99 O'Neill	Fiona			F	3	0				Vested/Left 2016
100 Ortiz	Derek J.			M	1	0				Vested/Left 2005
101 Papa	Michael D.			M	1	0				Vested/Left 2003
102 Patino	Charles E.			M	1	0				Vested/Left 2003
103 Patino	Margaret D.			F	7	0				Vested/Left 2007
104 Peet	William			M	3	0				Vested/Left 2002
105 Petrucci	Elizabeth			F	4	0				Vested/Left 2016
106 Pietrafesa	Daniel R.			M	1	0				Vested/Left 2012
107 Randazzo	Nicole			F	2	0				Vested/Left 2013
108 Reynoso	Adner A.			M	1	0				Vested/Left 2015

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2018 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued		Mailing Address	City, State & Zip Code	Status
					Service Credit	2018 Points Earned			
109 Roethel	Ryan			M	6	0			Vested/Left 2015
110 Rosario	Denise			F	6	0			Vested/Left 2017
111 Salentino	Rebecca			F	1	0			Vested/Left 2015
112 Sanchez	Jessica			F	1	0			Vested/Left 2017
113 Sanchez	Melvin			M	2	0			Vested/Left 2012
114 Santiago	Ileana			F	13	0			Vested/Left 2009
115 Santos	Noemi J.			F	1	0			Vested/ Left 2007
116 Sebastiano	Denise M.			F	2	0			Vested/Left 2002
117 Shanhai	Lian			F	2	0			Vested/Left 2017
118 Sujeski	Kerri A.			F	6	0			Vested/Left 2008
119 Theodorou	Katie			F	2	0			Vested/Left 2014
120 Thurmond	Shaun			F	1	0			Vested/Left 2017
121 Upshur	Tina L.			F	4	0			Vested/Left 2012
122 Ustler	Heidi E.			F	8	0			Vested/Left 2010
123 Valeo	Justin			M	6	0			Vested/Left 2012
124 Venturino	Matthew			M	11	0			Vested/Left 2007
125 Vessia	Gabrielle			I	1	0			Vested/Left 2012
126 Wellenreuther	John A.			M	8	0			Vested/Left 2005

2018 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued		Mailing Address	City, State & Zip Code	Status
					Service Credit	2018 Points Earned			
127 Whitting, III	Strettle	F.		M	3	0			Vested/Left 2002
128 Wilson, Jr.	Richard	M.		M	3	0			Vested/Left 2008
129 Yep	Didi				5	0			Vested/Left 2015
130 Zucker	Benjamin	L.			2	0			Vested/Left 2009

2018 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

[illegible]



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

BUDGET TRANSFER FORM

DEPARTMENT: Senior Center

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1990-54406	Contingency		\$9751.00
A7035-51120	Hourly Salary	\$6,201.00	
A6772-51120	Hourly Salary	\$2,718.21	
A7030-51120	Hourly Salary	\$831.79	

Reason for Transfer:

Transfer of funds to increase Senior Center hourly employees by \$1.00 per hour

Department Head Signature: _____

Date: _____

City Controller Approval: _____

Sandra Clarson

Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance
Dept, email=sclarson@glen.gov, c=US
Date: 2018.04.06 11:03:37 -0400

Date: _____

City Council Approval – Resolution Number: _____

Date: _____



**D&B ENGINEERS
AND
ARCHITECTS, P.C.**

330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

Board of Directors

Steven A. Fangmann, P.E., BCEE
President & Chairman

Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

William D. Merklin, P.E.
Senior Vice President

February 14, 2019
Revision 1

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

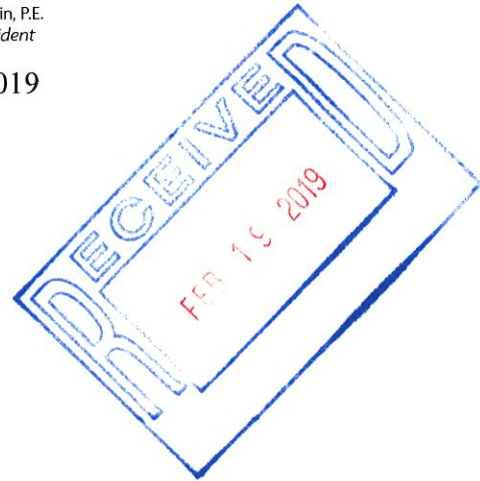
Re: Proposal for 2019 Stormwater Management Program Services
MS4 Permit Compliance Activities

Dear Mr. Saulino:

As part of our On-Call Consultant Contract for 2019, D&B Engineers and Architects, P.C. (D&B) is pleased to provide you with this revised proposal to continue assisting the City in maintaining its mandated compliance with the DEC General Permit for Stormwater Discharges from MS4s. In 2017, DEC administratively extended the current version of the MS4 General Permit (No. GP-0-15-003) in order to maintain continuous coverage during the ongoing Permit renewal process. D&B has been closely monitoring the Permit renewal and provided comments to DEC on the initial Draft MS4 General Permit. Recently, DEC withdrew the TMDL plan regulating pathogen discharges to Hempstead Harbor and announced that they are working on a revised Draft MS4 General Permit, which is expected to be issued in early spring 2019. As part of our annual municipal stormwater tasks for the City, D&B will monitor DEC's Permit renewal process, review the revised Permits and/or policy statements issued by DEC, and submit technical comments to DEC on behalf of the City. If DEC issues a new MS4 General Permit this year, D&B can provide a subsequent proposal at that time to address the updated MS4 General Permit provisions and offer selected services aimed at updating the City's SWMP.

In the interim, DEC and EPA are continuing to implement their municipal audit/inspection programs and enforce compliance with the mandated and implicit requirements of the current MS4 General Permit. While we cannot predict the severity, degree or scheduling of their future enforcement activities, please be aware that the City is expected to continue implementing its Stormwater Management Program (SWMP) to meet the specific conditions required for compliance with the MS4 General Permit.

As in previous years, our proposal focuses on the required Annual Report and offers selected services aimed at supporting the City's SWMP in accordance with other provisions of the current MS4 General Permit. Please note that the Interim Progress Reports, which were submitted in December and June the past few years, are no longer required under the current MS4 General Permit due to the withdrawal of the TMDL. We offer the following selected services based on our monitoring of DEC/EPA MS4 General Permit renewal process, enforcement activities, administrative orders, compliance schedules, fines and our understanding of the Permit provisions upon which they appear to be particularly focused:



Louis Saulino, P.E., Director
City of Glen Cove
Department of Public Works
February 14, 2019
Revision 1

Page 2

Task 1: Prepare 2019 SWMP Annual Report for Submittal to DEC

To assist the City in complying with the annual reporting requirements of the MS4 General Permit, D&B will:

- Review new or revised annual reporting requirements based on new policy statements, guidance memoranda, or forms from federal or state agencies;
- Consult with City staff in person and/or via teleconference to conduct a review of current and anticipated MS4 General Permit requirements; and the City's comprehensive SWMP activities since March 2018;
- Evaluate comments, if any, from DEC on last year's (2017-2018) SWMP Annual Report as applicable;
- Prepare a Draft SWMP Annual Report on the mandated DEC reporting form for review by the City;
- Assist the City in making the Draft SWMP Annual Report available for public review;
- Incorporate comments provided by the City and/or the public on the Draft SWMP Annual Report as applicable; and
- Prepare the Final SWMP Annual Report for signature and submittal by the City to DEC by June 1, 2019.

Task 2: Contingencies

The purpose of this task is for the City to be prepared to respond to relatively minor, unforeseen issues associated with the overall management and monitoring of the SWMP. Such unforeseen issues could include, but are not necessarily limited to, responding to DEC or EPA documentation requests; coordinating, scheduling and/or attending a meeting with DEC or EPA; slight overruns of other task estimated costs; or assessment or inspection of a specific storm sewer system issue. Contingencies are normally addressed on a case by case basis. The advantage of a contingency fund is to be able to address relatively minor, unforeseen issues in a timely fashion without the need for change orders or other contract modifications.

COST

Our not-to-exceed costs are presented in the table below. Our effort will be invoiced upon time actually incurred in completing the services in accordance with the terms of our On-Call Consultant Contract

Louis Saulino, P.E., Director
City of Glen Cove
Department of Public Works
February 14, 2019
Revision 1

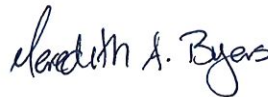
Page 3

with the City. Please check the appropriate box(es) for those task(s) you wish D&B to provide and sign below under "Accepted By."

Deliverable		Not-to-Exceed	Accepted
Task 1	2019 SWMP Annual Report	\$3,600	<input type="checkbox"/>
Task 2	Contingencies	\$3,000	<input type="checkbox"/>

We have appreciated the opportunity to assist the City with stormwater management in the past and look forward to continuing those efforts. If there are any questions, please do not hesitate to call us at (516) 364-9890.

Very truly yours,



Meredith A. Byers
Associate

MABt/kap

Cc: W. Merklin (D&B)
P. Sachs (D&B)

♦PX9946\PRS021319LS-Ltr

ACCEPTED BY:

Signature

Date

Name