

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

**CITY OF GLEN COVE LOCAL LAW 02 - 2019  
ADDING §212-17 OF THE GLEN COVE CITY CODE**

**Section 1: Legislative Intent and Purpose.**

Section 212 Glen Cove City Code authorizes the Building Department Administrator and the Plumbing inspector to enforce and regulate the issuance of plumbing permits throughout the City of Glen Cove.

**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**, that the City Council hereby adds Glen Cove City Code §212-17, which shall now read as follows:

**§212-17 MASTER PLUMBER LICENSE RESTRICTIONS**

- A. No master plumber shall, directly or indirectly, allow his/her license to be used in connection with work not actually performed by him/her or his/her employee(s) or company. Employees shall be considered people who work for the master plumber for no fewer than 35 hours per week, or for no fewer than the minimum number of hours required of employees under applicable union rules, as determined by the Building Department Administrator.
- B. Any Master Plumber person who willfully violates the provisions of this § 212-17 shall be guilty of a violation punishable as set in accordance with Chapter **1**, General Provisions, Article **II**, General Penalty, and in addition thereto shall forfeit his or her license and certificate of qualification therein.

**Section 4: Separability.**

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that

it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

**Section 5:** 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 \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby amend the Department of Public Works fees, effective January 13, 2019, as indicated:

**Ch. 239: Streets and Sidewalks**

<b>Road Opening Permit Fee (Utility)</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>
0 – 25 SF	\$125.00	<b>\$250.00</b>
26 – 100 SF	\$175.00	<b>\$350.00</b>
101 – 200 SF	\$275.00	<b>\$550.00</b>
201 SF and greater	As Determined by DPW Director	<b>\$3.00 additional per square foot</b>
Curb Cut (Per Opening)	\$275.00	<b>No change</b>
Street Storage Permit For Roll-Off Dumpster	\$75.00	<b>\$100.00 for 30 days</b>
Scaffolds (Require Permit From DPW Director)	\$75.00	<b>\$100.00 for duration of building permit</b>
PODS (if they have to go into street charged as dumpster in the past)	\$75.00	<b>\$100.00 for 30 days</b>

Ordinance 6C

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

**BE IT ORDAINED**, that the City Council hereby amend Sec. 265-34. Schedule II: Speed Limits, as indicated:

**Add:**

<b><u>Name of Street</u></b>	<b><u>Speed Limit (mph)</u></b>	<b><u>Location</u></b>
Albin Street	25	Entire Length
Shore Road	25	Entire Length

Ordinance 6D

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

**BE IT ORDAINED**, that the City Council hereby amend Sec. 265-43. Schedule XI: Parking Prohibited at All Times, as indicated:

**Add:**

<b><u>Name</u></b>	<b><u>Side</u></b>	<b><u>Location</u></b>
Shore Road	North	From a point 90 feet east and west of entrance/exit corners of Cove Animal Rescue drive way

Ordinance 6E

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

**BE IT ORDAINED**, that the City Council hereby amend Sec. 265-44. Schedule XII: No Stopping, as indicated:

**Delete:**

<b><u>Name of Street</u></b>	<b><u>Side</u></b>	<b><u>Location</u></b>
Dosoris Way	South	From a point 46 feet west of Oak Lane to a point 40

		feet east of Oak Lane
Phillips Road	East	From Forest Avenue north for 92 feet

**Add:**

<b><u>Name of Street</u></b>	<b><u>Side</u></b>	<b><u>Location</u></b>
Dosoris Way	South	From a point 96 feet west of Oak Lane to a point 60 feet east of Oak Lane
Phillips Road	East	From Forest Avenue north for 180 feet

Ordinance 6F

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

**BE IT ORDAINED**, that the City Council hereby amend Sec. 265-47. Schedule XV: No Stopping Certain Hours, as indicated:

**Add:**

<b><u>Name of Street</u></b>	<b><u>Side</u></b>	<b><u>Hours/Days</u></b>	<b><u>Location</u></b>
Phillips Road	West	9:00 a.m. to 9:00 p.m./All	From a point 133 feet north of Forest Avenue to a point 387 feet north of Forest Avenue

Ordinance 6G

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

**BE IT ORDAINED**, that the City Council hereby amend Sec. 265.54. Schedule XXII: Special Purpose Parking Zones, as indicated:

**Add:**

<b><u>Name of Street</u></b>	<b><u>Side</u></b>	<b><u>Authorized Purpose or Vehicle</u></b>	<b><u>Location</u></b>
School Street	West	Handicapped parking only	One space in front of 1 School Street

Resolution 6H

Resolution offered by Councilwoman Silverman and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby adopts an Asset Management Policy for the City of Glen Cove.

(See Attached)

Resolution 6I

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

**Whereas**, the City of Glen Cove (“City”) accepted the Brownfield Opportunity Area (“BOA”) Step III Implementation Strategy for the Orchard Neighborhood and Sea Cliff Avenue as complete for the purpose of review under the State Environmental Quality Review Act (“SEQRA”) on January 22, 2019; and

**Whereas**, on January 22, 2019, the City as the SEQRA Lead Agency adopted a Positive Declaration pursuant to SEQRA thereby requiring and authorizing that a Generic Environmental Impact Statement (“GEIS”) be prepared to further identify, assess, prevent and/or mitigate potential environmental impacts to the maximum extent practicable; and

**Whereas**, also on January 22, 2019, the City accepted a Draft Scope containing the recommended scope and contents of a GEIS based on the review and conclusions of the Long Environmental Assessment Form (“EAF”) Parts I, II and III and contents of the Positive Declaration for the purpose of receiving written input, and,

**Whereas**, the City made the Draft Scope available to the public on the City website, as a public notice in the Glen Cove Herald Gazette on January 24, 2019 and through publication on the New York State Department of Environmental Conservation (“NYS DEC”) Environmental Notice Bulletin (“ENB”) on January 30, 2019, with instructions for the public to provide comment through the close of business on February 15, 2019; and

**Whereas**, the Draft Scope was circulated to the NYS Department of State (“NYS DOS”) as an involved agency and to numerous potential interested agencies with instructions to provide comments on the Draft Scope; and

**Whereas**, upon request from the Town of Oyster Bay, an interested agency, the deadline was extended by resolution of the City at the February 12, 2019 City Council meeting to accept comments through the close of business on March 8, 2019, after which notice of the extension was posted on the NYS DEC ENB, on the City website, and by letter to interested agencies; and

**Whereas**, all written comments on the Draft Scope were reviewed by Nelson Pope & Voorhis (“NP&V”), the City’s BOA consultant, and a Final Scope has been prepared by NP&V that incorporates substantive comments as feasible into the document to provide an outline of the required scope and content of the Draft GEIS;

**Therefore, be it resolved**, that the City Council hereby adopts the Final Scope and directs NP&V to prepare a GEIS in accordance with the Final Scope and the requirements of 6 NYCRR Part 617; and

**Be it further resolved**, that the City Council authorizes the circulation of the Final Scope to the NYS DOS and potential interested agencies, posting of the Final Scope on the City’s website, filing of the Final Scope with the City Clerk, and the posting of a required notice with the NYS DEC ENB on April 3, 2019 indicating that a Final Scope has been adopted.

Resolution 6J

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

**A RESOLUTION AUTHORIZING THE CITY OF GLEN COVE  
(SUBRECIPIENT) AND THE GLEN COVE COMMUNITY DEVELOPMENT  
AGENCY, ACTING AS AGENT FOR THE CITY (AGENT), TO ENTER INTO  
AN AGREEMENT WITH THE COUNTY OF NASSAU FOR THE 45<sup>TH</sup>  
PROGRAM YEAR (9/1/19-8/31/20) FOR THE PURPOSE OF UNDERTAKING A  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND PROJECT**

**ACTIVITIES UNDER TITLE I OF THE HOUSING AND COMMUNITY  
DEVELOPMENT ACT OF 1974, AS AMENDED**

**WHEREAS**, the Secretary of the U.S. Department of Housing and Urban Development is authorized under Title I of the Housing and Community Development Act of 1974, as amended, to make grants and loans to states and other units of general local government to help finance Community Development Programs and Project Activities;

**WHEREAS**, the Secretary of the U.S. Department of Housing and Urban Development has approved an application for Community Development Block Grant Funds, under Title I of the Housing and Community Development Act of 1974, submitted by the COUNTY to finance certain project activities, including rehabilitation, economic development and public service projects in the City of Glen Cove; and

**WHEREAS**, the COUNTY and SUBRECIPIENT entered into a renewable Cooperation Agreement to participate in a Nassau County Community Development Program for a term of three (3) years, under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"); and

**WHEREAS**, pursuant to said Cooperative Agreement, the COUNTY, SUBRECIPIENT and AGENT have agreed to undertake project activities using Community Development Block Grant Funds to be received by the COUNTY from the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the City Council of the City of Glen Cove deems it to be in the public interest for the SUBRECIPIENT and AGENT to participate in the CDBG 45<sup>TH</sup> Program Year and to execute any and all agreements or other documentation necessary to ensure and guarantee the SUBRECIPIENT and AGENT'S participation therein and obligations therein for the purpose of undertaking project activities set forth therein and above, under Title I of the Housing and Community Development Act of 1974, as amended;

**NOW, THEREFORE, BE IT RESOLVED**, that the SUBRECIPIENT and its AGENT shall participate in the 45<sup>TH</sup> Program Year and that Mayor Timothy Tenke is hereby authorized to execute any and all agreements or other documentation necessary to ensure and guarantee the SUBRECIPIENT'S and AGENT's participation therein and obligations therein for the purpose of undertaking project activities set forth therein and above, under Title I of the Housing and Community Development Act of 1974, as amended.

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

**RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF NASSAU TO ACCEPT A GRANT IN THE AMOUNT OF \$20,000 FOR THE PROCUREMENT OF DOWNTOWN PEDESTRIAN STREETSCAPES**

**WHEREAS**, the City and the County of Nassau recognizes the need to more efficiently utilize the tax dollars of our residents; and

**WHEREAS**, County of Nassau would like to make certain resources available to the City of Glen Cove when it is in the public interest; and

**WHEREAS**, County of Nassau would like provide certain funds to the City of Glen Cove in the form of a grant in order to purchase decorative lamppost lighting fixtures, benches, pergola and pedestrian walkway repairs in two pedestrian-walkways located at: 34-40 School Street and 27-19 Glen Street; and

**WHEREAS**, the City has determined that such a shared resources provides a benefit of the residents of the City and of the County of Nassau; and

**WHEREAS**, the General Municipal Law authorizes municipalities to enter into inter-municipal agreements, and

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

1. The City Council hereby adopt the inter municipal agreement dated March 2019;
2. The Mayor is hereby to enter into a new inter-municipal agreement as required with the County of Nassau for the purchase of said equipment in accordance with the terms of the agreement herein.

Resolution 6L

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 LA Dell Marketing LP, to provide Office 365 subscription, in the amount of \$21,139.40, per year, for a three year commitment.

Funding: A1990-55940

Resolution 6M

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 Ocean Computer Group, to provide O365 Migration, in the amount of \$8,960.

Funding: A1990-55940

Resolution 6N

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

**BE IT RESOLVED**, that the City Council hereby authorize the Mayor to accept the proposal of and enter into an agreement with TMS Waterfront, to provide consulting services to represent the City as an owner’s advocate and program manager for the development and launch of the Glen Cove Ferry Service, in the estimated fee amount plus expenses of \$120,000, which will be reimbursed by RXR Glen Isle Partners, LLC.

(Proposed by Mayor Tenke)

Resolution 6O

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 6P

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>
Maria & Jose Cisneros Ardito Law Firm, P.C.	16-2557	\$6,250

Resolution 6Q

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

**BE IT RESOLVED**, that the City Council hereby authorizes the City of Glen Cove Parks & Recreation to host their annual “Gold Coast Little League Parade” and closing the following streets on April 13, 2019, between the hours of 9:00 a.m. to 11:00 a.m.:

Forest Avenue  
School Street  
Brewster Street  
Pratt Blvd.  
Glen Cove Avenue  
Morris Avenue

Resolution 6R

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Glen Cove Chamber of Commerce to erect lawn signs April 22, 2019 through May 7, 2019, to advertise their annual “Culinary Delights”.

Resolution 6S

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Harbor Child Care to erect lawn signs April 29, 2019 through May 6, 2019, to advertise “Community Yard Sale”.

Resolution 6T

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

**BE IT RESOLVED**, that the City Council hereby authorizes Lisa Craig to attend Alzheimer’s Disease Education Conference & Expo 2019, April 11, 2019, in Melville, New York, at a cost of \$62.05.

Funding: A7036-55442

Resolution 7A

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

**BE IT RESOLVED**, that the City Council hereby authorizes the promotion of Randa Barrington to Accountant, with the Finance Department, at an annual salary of \$68,287 (grade 14, step 10) effective March 27, 2019.

Budget Line A1310-51101

Resolution 7B

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

**BE IT RESOLVED**, that the City Council hereby amend Resolution 7B, dated February 26, 2019, correcting the salary of Carlos Mena Salinas to \$12.00 per hour.

Budget Line A7180-51120

Resolution 7C

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

**BE IT RESOLVED**, that Cindy Bonilla is hereby appointed as part-time Youth Service Worker, with Youth Bureau, at \$9.50 per hour effective March 20, 2019 and Janna Perry as part-time Youth Service Worker, with Youth Bureau, at \$9.00 per hour, effective March 27, 2019.

Budget Line A7050-51123

Resolution 7D

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

**BE IT RESOLVED**, that the following persons are hereby appointed to Parks and Recreation, as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>	<u>Budget Line</u>
Richard Borer	Recreation Leader	\$9.50 per hour	4/13/19 – 11/30/19	CR 7140-51120
Louis Larice	Recreation Leader	\$13.00 per hour	4/13/19 – 11/30/19	CR 7140-51120
Michael Morra	Recreation Leader	\$11.50 per hour	4/13/19 – 11/30/19	CR 7140-51120
Keith Brussel	Seasonal Laborer	\$12.50 per hour	3/27/19 – 11/30/19	CR 7140-51120
Teofilo Lapa Peinado	Seasonal Laborer	\$11.00 per hour	3/27/19 – 11/30/19	CR 7140-51120
Michael Mack	Seasonal Laborer	\$11.00 per hour	3/27/19 – 11/30/19	CR 7140-51120
Paul Orzel	Seasonal Laborer	\$11.00 per hour	3/27/19 – 11/30/19	CR 7140-51120
Nicholas Pietrofere	Seasonal Laborer	\$13.00 per hour	3/27/19 – 11/30/19	CR 7140-51120
Vincent Purcell	Seasonal Laborer	\$11.00 per hour	3/27/19 – 11/30/19	CR 7140-51120
Valentin	Seasonal	\$14.00 per	3/27/19 –	CR 7140-

Reyes Hernandez	Laborer	hour	11/30/19	51120
Vincent Martinez, Sr.	Beautification Seasonal Laborer	\$14.00 per hour	3/27/19 – 11/30/19	CR 7140-51121
Shirley Winston	Beautification Seasonal Laborer	\$10.00 per hour	3/27/19 – 11/30/19	CR 7140-51121

Resolution 7E

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

**BE IT RESOLVED**, that Grant A. Newburger is hereby appointed as part-time Public Relations Clerk, with the Mayor’s Office, at \$15.00 per hour, effective March 27, 2019.

Funding: A1210-51120

Resolution 8A

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

**BE IT RESOLVED**, that the following persons are hereby appointed to Special Events Committee, effective March 27, 2019 through March 26, 2021:

- Jacki Yonick
- Lisa Travatello
- Charles Chiclacos
- Tina Pemberton
- Sandra Potter
- Kathie Flynn
- Karen Tenke
- Maureen Basdavanos
- Danielle Fugazy-Scagliola
- Toni Kessel

Resolution 9A

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

**BE IT RESOLVED**, that the City Council hereby amend the daily salary for Pat Votino to \$50.00 per day effective March 27, 2019.

# CITY OF GLEN COVE



## ASSET-MANAGEMENT POLICY

Mayor Timothy Tenke

Adopted March 2019

I. PURPOSE

This policy establishes guidelines for the management of the City's fixed assets and applies to all city employees, subcontractors, and assigns.

II. POLICY STATEMENT

The City shall establish and maintain a perpetual inventory system for:

- A. Land
- B. Buildings
- C. Equipment with an original cost of \$1000.00 or more, purchased, leased, or transferred from another agency, donated, etc. for the city's use
- D. High-risk items with value over \$500
- E. All firearms, regardless of cost or value

III. FIXED-ASSET MANAGEMENT PROGRAM

The Department Head is responsible for creating, and the Controller's employee is responsible for maintaining, asset records for the city consistent with NYS guidelines and this policy and procedure (See paragraph VI). The authority to manage this program is delegated to the Controller. To assist in accountability and theft prevention, each department head shall be responsible for all property assigned to his/her department. All high-risk items assigned to an individual shall be the responsibility of the person who has custody of that item.

IV. DEFINITIONS

Capital Expenditures/Fixed Assets - Real and personal property intended to be held or used longer than one year with value over \$500.00. This includes land and land rights, buildings, furnishings, fixtures and furniture, equipment, machinery, vehicles, and tools.

High-Risk Assets - This is a description given to items that are relatively valuable, small, easily transportable, and adaptable, which have a higher susceptibility to theft and other loss. This category includes, but is not limited to: televisions, laptops, printers, computer equipment and accessories, video cameras, VCRs, cell phones, portable radios, typewriters, tape recorders, firearms, stereo equipment, chain saws, power tools, and other items that fit this description.

Fixed-Asset Data Base - This is a master list of all assets established through purchase or by being leased, which is updated through annual physical inventory counts and periodically, as needed.

Physical Inventory - Direct count of all fixed assets performed by dedicated employee and submitted to the delegated entity for inventory management.

Infrastructure - Infrastructure refers to roads, bridges, sidewalks, water lines, sewers, drainage systems, and similar assets that are immovable and of value only to the city. This policy does not include infrastructure.

V. CONTROL

All disbursements for capital purchases shall be managed in accordance with City purchasing policy. The fixed-asset data base is maintained by the assigned employee of the Controller's office. The Department head is responsible to notify this office each time a capital asset is acquired, transferred, sold, modified, damaged or discontinued.

VI. ASSET-TRACKING INFORMATION

All fixed assets must be assigned a tracking number in a numbering method determined by the controller's office that ties back to the serial number of the item.

Information supplied and verified at the time of purchase and during annual physical count shall include the following information:

- Item
- Date of Purchase or lease
- Date of installation
- Serial number
- Location
- Description of Asset
- Employee assigned to use and have possession of asset
- Department
- Purchase order number
- Disposition
- Any grant funding related to item
- Estimated useful life
- Leased items must be so designated and include lease end date
- Original cost
- Current value (to be assessed by Controller)

At the beginning of the year, a physical count of all capital assets, improvements, and high-risk items will be completed and submitted per policy. Such counts will occur every year. For best practices, the department head should not be the person completing the physical count. Any fixed assets lost or stolen will be reported to the Controller and Mayor's office. After 60 days, missing items will be reported to the police department and Controller's office, so they may be removed from inventory. Physical inventories will be reconciled with the master data list and a report sent to the city council within 90 days of completion.

A physical count of audits shall be randomly conducted in each Department annually of 10% of the assets owned by the department. Such audits shall be conducted by non-departmental personnel.

VII. RECEIVING, NUMBERING, AND TAGGING ASSETS

All assets shall be received at a designated site and verified against an authorized purchase order. All assets shall be tagged or tattooed in a manner established by the Controller. Such tags or tattoos shall be placed in a visible area. Leased items shall not be permanently tattooed but tagged for identification and inventory.

VIII. OBSOLETE, DAMAGED, OR DISCONTINUED ASSETS

In completing the physical count, any obsolete, damaged or discontinued items should be segregated from the count and submitted for disposal and, if needed, replacement. Items may not be disposed of without prior permission by the Controller's office and a written plan for disposal or sale.

IX. ASSET TABLES - USEFUL LIFE

For purposes of planning, the following useful life tables will be assumed:

- Computers, scanners, and file servers – 4 years
- Automobiles, light trucks, telephone equipment, fax machines, radio equipment – 5 years
- Heavy duty trucks, light road equipment, firearms, cleaning and maintenance equipment – 7 years
- Office furniture, heavy road equipment – 10 years
- Buildings – 20 years

X. INTER-UNIT TRANSFERS

Inter-unit transfers must have prior approval from the Controller's Office. Such transfers must be memorialized in writing and the Master list amended.

XI. ADDITIONAL REQUIREMENTS FOR DISPOSAL OF AUTOMOBILES

Automobiles being disposed of must be photographed with photographs showing any damage, the odometer reading, and its interior conditions. In addition, all mechanical issues must be documented, indicating whether it is drivable or non-drivable, its mileage, location, and owner. Fair-market value must be established for the vehicle prior to disposal.

XII. SURRENDER OF PROPERTY

The Human Resources Department shall create and enforce a policy specifying that, upon request by the Department Head or at the time of termination of employment (voluntary or involuntary), employees are required to surrender any personally held City-owned equipment, items, or devices within their personal possession. No funds due to the employee shall be released until such time as these items, devices, or equipment have been surrendered and accounted for.

**CITY OF GLEN COVE ORCHARD NEIGHBORHOOD & SEA CLIFF AVENUE CORRIDOR  
BOA STEP III IMPLEMENTATION STRATEGY**

**GENERIC ENVIRONMENTAL IMPACT STATEMENT**

**FINAL SCOPE**

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**1.0 INTRODUCTION**

The proposed Draft Generic Environmental Impact Statement (“DGEIS”) for the Draft Brownfield Opportunities Area (“BOA”) Step III Implementation Strategy for the Orchard Neighborhood and Sea Cliff Avenue Corridor, including all essential calculations, analyses, tables, maps, figures, appendices, and written materials will assist the lead agency (the City of Glen Cove City Council) in:

- complying with the standards, requirements and procedures of 6 NYCRR Part 617, State Environmental Quality Review Act (“SEQRA”);
- identifying and assessing potential adverse environmental impacts from the Proposed Action;
- developing reasonable and appropriate environmental impact prevention and/or mitigation methods and strategies to reduce impacts to the maximum extent practicable; and
- adoption of a Statement of Findings and the rendering of a final decision (“Determination of Significance”) in accordance with SEQRA in connection with the adoption and implementation of the BOA Step III Implementation Strategy.

A copy of this Final Scope is available for review at the City Clerk’s office and on the City’s official website and will be circulated to involved and interested agencies. A notice of completion of a Final Scope for the Draft Generic Environmental Impact Statement (“DGEIS”) will be filed with the New York State Department of Environmental Conservation’s

("NYSDEC's") Environmental Notice Bulletin ("ENB"), immediately following City acceptance.

After the Final Scope has been accepted by the City Council, filed with the City Clerk, posted on the City's website, and the required notice of completion has been filed with the ENB, a DGEIS will be prepared in accordance with the Final Scope and SEQR Subsection 617.9 (b). Once the DGEIS has been completed and submitted to the City Council for review, the Council will determine the DGEISs consistency with the Final Scope. If the DGEIS is found to not be consistent with the Final Scope, the City Council will indicate to its environmental consultants what the deficiencies are and will provide instructions as to the necessary revisions to the DGEIS to ensure it is suitable for acceptance. Once the DGEIS is resubmitted and is found to comply with the scope and content requirements of the Final Scope, the City Council will make the document available online and at the City Clerk's office for public review, will refer the document to involved and interested agencies, file the requisite ENB notice, and will schedule and provide a notice of public hearing in the ENB and a local newspaper of general circulation.

## **2.0 DESCRIPTION OF ACTION**

The proposed Action is the Adoption of the City of Glen Cove Brownfield Opportunities Area ("BOA") Step III Implementation Strategy for the Orchard Neighborhood and Sea Cliff Avenue Corridor. A BOA Plan consists of a Step II Nomination, which was previously prepared and adopted by the City and a Step III Implementation Strategy. The action currently under review is the adoption of the BOA Step III Implementation Strategy. The Step III phase of the BOA project focuses on a general framework for future implementation of the goals and recommendations of the adopted Step II Nomination Study to overcome obstacles to redevelopment which may or may not be directly related to environmental contamination from prior land uses. The Step III Implementation Strategy provides the foundation for private redevelopment and revitalization of "strategic" (targeted) sites and areas within the BOA, that include recommendations for amendments to the City Zoning Code and Official Zoning map to permit desirable redevelopment and revitalization, and support for recommendations related to economic development, transportation-oriented development ("TOD"), environmental protection, and energy conservation and green infrastructure. The following provides a summary of the sections contained in the Step III document.

- Section 1.0 provides an introduction, background information, and organization of the document.
- Section 2.0 contains a project description and boundary map identifying the areas of interest.
- Section 3.0 contains a summary of the community participation that has occurred since 2012.
- Section 4.0 provides an updated analysis of the BOA that provides additional analysis pertinent to the implementation strategy as well as summaries of technical studies performed as part of the BOA Step III Implementation Strategy (including a pedestrian/bicycle use enhancement plan and parking needs assessment, green infrastructure engineering report and analysis of renewable energy resources within the BOA).

- Section 5.0 provides the implementation strategy for each of the strategic sites and areas, the cost benefit analysis for each, proposed land use and zoning, a summary of the economic analysis, implementation projects, local management structure, regional, state and local actions and programs for implementation.

In 2015, the NY Secretary of State designated the Orchard BOA, making it eligible for the funding to prepare the Step III Implementation Strategy.

Summary of Recommendations from the BOA Step II Nomination and Coles School Addendum

A summary of the recommendations incorporated into the BOA Step II Nomination and Coles School Addendum for the strategic areas is provided below to serve as background for a description of the work that has been completed throughout this BOA Step III Implementation Strategy process and in support of the development of recommendations for further implementation that are the focus of the Step III.

- Pursue improvements within the Orchard Neighborhood so that it becomes an attractive, walkable, vibrant neighborhood with improved linkages to the rest of Glen Cove.
- Require that new development within the Orchard Neighborhood be consistent with the established character of the neighborhood and highlight the area's unique historic and natural settings.
- Pursue public amenities and infrastructure improvements.
- Provide for increased recreational opportunities for residents.
- Encourage new commercial investment in the industrial area along Sea Cliff Avenue that will provide employment opportunities, enhance the City's tax base while avoiding direct competition with existing businesses.
- Facilitate redevelopment that could include large scale retail, light industry and distribution/warehousing.
- Conduct an analysis of street lighting to identify improvements to improve circulation, safety, visual appeal and energy efficiency.
- Study need for shared parking within the Orchard Neighborhood.
- Improve transportation and circulation at the Sea Cliff Avenue/Cedar Swamp Road/Pratt Boulevard intersection as it relates to commercial redevelopment on Sea Cliff Avenue.
- Enhance quality of life within the Orchard through continued code enforcement actions, enhancement of pedestrian circulation and beautification program.
- Prepare an engineering study to identify Green Infrastructure solutions for stormwater management and identify new green space within the Orchard.
- Improve pedestrian circulation by providing a connection between the north end of Hazel Street and the Glen Street Long Island Rail Road ("LIRR") Station, a reinvigorated Sea Cliff Avenue area, and providing a safe route to the City Day Care facility.
- Promote the Redevelopment Incentive Overlay District (RIO-ON) as a zoning tool for positive redevelopment within the Orchard.
- Pursue a Transit Oriented Development (TOD) at the Glen Street Station.
- Identify reuse opportunity for the former Coles School which preserve the existing building and provide an opportunity to maintain recreational use in the rear.

The strategic sites identified by the Step II BOA were the three properties located on Sea Cliff Avenue which are part of the NYSDEC State Superfund Program: the Photocircuits, Pass & Seymour, and Pall Corporation sites, as well as the City-owned property located on the west side of Pratt Boulevard (north of the former Pall Corporation property) developed with the Glen Cove Child Day Care Center. In 2013, the Coles School Addendum was prepared, and while recommendations were provided for this site and the BOA boundary was updated to include the property, it was not included in the updated figure as a strategic site. However, for the purpose of the Step III Implementation Strategy, the Coles School was considered a strategic site. The strategic area identified by the BOA Step II Nomination encompassed the Orchard Neighborhood and commercial property south of the Glen Street LIRR Station.

#### Analysis and Recommendations for Strategic Sites and Areas

As part of the Step III Implementation Strategy, an analysis of potential reuse was conducted for each of these properties, as well as for the City owned parking lot on Capobianco Street. This included the following special analyses and studies:

- Housing needs analysis to understand the need for additional housing in consideration of existing housing, recently constructed housing, and pending construction (See Section 4.4 of the Step III Implementation Strategy);
- Cost benefit analysis to evaluate the development scenarios for strategic sites (See Section 4.4 and subsections of Section 5.1 of the Step III Implementation Strategy);
- Environmental Summary – prepared to analyze the current status of each of the Superfund sites within the BOA and identify potential additional sites within the BOA where there may be obstacles to redevelopment due to environmental considerations (See Section 4.5 of the Step III Implementation Strategy);
- Transportation Engineering Study (Pedestrian and Bicycle Use Enhancement Study and Parking Needs Assessment) which provides recommendations for the Orchard Neighborhood (see Section 4.6 and Appendix D of the Step III Implementation Strategy);
- Green Infrastructure Engineering Report which identifies potential locations for the installation of rain gardens or other green infrastructure alternatives to traditional stormwater management techniques (see Section 4.7 and Appendix E of the Step III Implementation Strategy);
- An evaluation of alternative energy options (See Section 4.8 and Appendix F of the Step III Implementation Strategy); and,
- Phase I Environmental Site Assessment and estimates for remediation for the former Coles School (See Appendix H of the Step III Implementation Strategy).

Background information for each of the sites and evaluation of conceptual redevelopment strategies are presented for each of the strategic sites/areas in Section 5.0 of the Step III, and highlights are summarized below. First listed are two success stories which identify implementation actions that have occurred and were enabled by the funding provided by the NYSDOS BOA Program. This is followed by descriptions of strategic sites where future actions are recommended to support redevelopment.

- Pall Corporation: A site plan was approved by the City Planning Board for the redevelopment of this Superfund Site with a self-storage warehouse. Through coordination with the property contract vendee and input from the BOA Steering Committee an improved plan was prepared that incorporated higher quality architecture, and an access easement through the site to the Day Care property.

- **Former Coles School:** The BOA funding supported the City in an evaluation of alternative redevelopment options and assistance in identifying a purchaser for the western portion of the site so that the former Coles School building could be reused for educational purpose and the eastern portion of the site will remain as City-owned property for community beneficial use. The funding paid for an appraisal report/market evaluation/developable site analysis, a Building Assessment Report, a Request for Expressions of Interest and review, a Phase I Environmental Site Assessment and evaluation of remediation costs for the school building, preparation of conceptual reuse plans for the eastern portion of the property, preparation of subdivision plans and applications as well as planning review to assist in the ultimate sale of the western portion of the property to Tiegerman Schools.
- **Photocircuits/Pass & Seymour sites:** Through this process, the BOA funding has assisted in review of conceptual redevelopment strategies for these Superfund properties located on the south side of Sea Cliff Avenue. The mix of uses identified in the Step II BOA requires an amendment to the current zoning code. A number of site-specific criteria were identified, and appropriate uses were characterized in preparation of recommended code amendments for the I-2 District, which are provided in Appendix I of the Step III Implementation Strategy. The intent of the amended language is to allow a range of additional large-scale uses (retail, recreational, and/or hotel) and supplementary uses which do not compete with downtown, while continuing to allow industrial uses now permitted in the district. Direct access to the State highway would be required, as would a minimum lot area of 10 acres. This amendment to the I-2 District would encourage redevelopment of this strategic site.
- **The Orchard Neighborhood:** A number of recommendations apply to the Orchard Neighborhood. The Transportation Study identified several improvements for lighting, sidewalks and improving circulation. It was recommended that the City-owned parking lot on Capobianco Street be improved to include a rain garden and shade trees and continue to provide parking for residents of the area, but that the "Tenant Parking Only" sign be removed and replaced with signage indicating parking for residents of the Orchard Neighborhood. Through the analysis it was found that no smaller redevelopment projects have occurred within the neighborhood since the adoption of the RIO-ON Overlay District code in 2010. Recommended Code amendments to incentivize redevelopment reduce thresholds including amending building height and off-street parking location requirements, as well as reducing the gross lot area required per townhouse unit and usable recreational yard requirements to make redevelopment. Finally, there have been requests to the Zoning Board of Appeals ("ZBA") over the years to provide area relief for sites to enable conversion to two-family homes where the property is less than 7,500 SF in size as required by the R-4 District. To encourage future redevelopment under the RIO-ON (which would permit additional density), it is recommended that the ZBA be asked to consider not providing relief to allow two-family homes where insufficient lot size is available.
- **TOD Area:** The BOA funding allowed the City to explore the potential for TOD to occur in the future on the privately owned property zoned I-2 Industrial that is located adjacent to the Glen Street LIRR Station. Meetings were held with the MTA and LIRR to discuss an option that would permit the use of the MTA parking located within the LIRR right of way as part of a redevelopment. Input from the MTA and LIRR was favorable with the caveat that any commuter parking stalls would need to be provided on the site during and following construction. An economic analysis was prepared to identify the economic feasibility of the redevelopment of the site with affordable housing and a limited amount of commercial space. A conceptual plan was prepared by a local architect who identified a means by which the eastern portion of the property could be developed with commercial space where the existing gym could relocate, and

subsequently residential building constructed so that the gym would not be displaced. To achieve this goal in the future, it was recommended that the Zoning Map be amended to extend the RIO-ON District to include this site and amend the RIO-ON District language to incorporate an option for TOD. Code amendments that would allow incentives for redevelopment on a minimum lot area of 40,000 SF within 500 feet of the Glen Street Station are presented in Appendix I of the Implementation Strategy.

#### Additional Studies Funded through the Implementation Strategy

- Urbanomics Inc. prepared an analysis of housing needs which found that even when factoring in pending developments and developments under construction, there will still be an unmet demand for residential units in the City.
- Gedeon GRC Consultants completed a Transportation Report focusing on various transportation related conditions within the Orchard Neighborhood, including existing parking regulations, on-street parking availability, sidewalk conditions, traffic circulation, bicycle usage, pedestrian amenities, curb cuts, street lighting, and American with Disabilities Act (ADA) compliance and is included as Appendix D of the Implementation Strategy.
- NP&V with engineers at Nelson & Pope (“N&P”) performed a sub-watershed assessment and identified potential green infrastructure projects within the BOA Study Area. The engineering report provided in Appendix E of the Implementation Strategy identifies 22 potential projects for implementation of green infrastructure to reduce the volume of runoff and reduce the pollutant load of runoff that is directed to Glen Cove Creek.

### 3.0 LOCATION

The Orchard Neighborhood and Sea Cliff Avenue Corridor BOA is generally located north of the City of Glen Cove/Town of Oyster Bay municipal boundary with the exception of inclusion of a portion of the Photo Circuits property which is partially within the Town of Oyster Bay and north of Glen Head Country Club; south of the Long Island Rail Road; east of the Long Island Rail Road; and west of Cedar Swamp Road in the City of Glen Cove, Nassau County, New York. In addition, the Proposed Action includes the Coles School property which is located on the east side of Cedar Swamp Road. See attached Location Map.

### 4.0 PURPOSE AND INTENT OF FINAL SCOPE

The DGEIS for the Subject Action will focus on environmental issues of concern (i.e., potential moderate and/or large environmental impacts) that were identified in the Positive Declaration or by substantive environmental comments relating to scope and content submitted by involved and interested agencies and the general public. It will provide the background, information, and analyses necessary to assist the City in fulfilling SEQRA’s “hard look” mandate and ensure that the final DGEIS document fully conforms to the standards, specifications and procedures of 6 NYCRR Part 617, Sections 617.10, “Generic Environmental Impact Statements” and 617.9, “Preparation and Content of Environmental Impact Statements.”

The Proposed Action has the potential to result in one or more moderate and/or large environmental impact(s); therefore, additional environmental review in the form of a Generic Environmental Impact Statement (“GEIS”) is necessary so that potential environmental impacts

can be more fully identified, vetted, assessed, avoided and/or mitigated, including future action strategies to address concerns to the maximum extent practicable as required by SEQRA.

## **5.0 INVOLVED AND INTERESTED AGENCIES AND REQUIRED PERMITS, APPROVALS AND/OR REVIEWS**

Considerable outreach was performed to obtain input from various “involved” and “interested” agencies and community service providers on the potential for environmental impacts from the Proposed Action and the necessary scope and content of the DGEIS.<sup>1,2</sup> A list of agencies and service providers that were contacted and asked for input is provided below.

- City of Glen Cove City Council (Lead Agency, adoption, implementation and oversight of BOA Step III Implementation Strategy recommendations);
- City of Glen Cove Planning Board (any future site plan, special permit, subdivision reviews, and planning advisory roles as applicable);
- City of Glen Cove Zoning Board of Appeals (any future variances, other zoning actions, or advisory roles as applicable);
- City Services including police, fire, emergency medical technician, drinking water supply, public school district, DPW (City streets and drainage), and parks and recreation (water connection, service delivery, and advisory roles as applicable)
- Town of Oyster Bay (any future development such as site plans, special permits, subdivision actions, any zoning issues if applicable in the BOA that are located within the jurisdiction of the Town of Oyster Bay, and advisory roles as applicable);
- Village of Sea Cliff (advisory role as an adjoining municipality);
- Village of Brookville (advisory role as an adjoining municipality);
- Nassau County Planning Commission (any future 239m regional reviews);
- Nassau County Department of Public Works (any future country road access and work permits and/or sewer connections);
- Nassau County Police Department, Third Precinct (advisory role as a local service provider);
- New York State Department of State (BOA Step III Implementation Strategy funding and oversight);
- New York State Department of Transportation/Federal Highway Administration (any access or highway work permits on or along Pratt Boulevard);

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<sup>1</sup> *Involved agency* means an agency that has jurisdiction by law to fund, approve or directly undertake an action. If an agency will ultimately make a discretionary decision to fund, approve or undertake an action, then it is an “involved agency” notwithstanding that it has not received an application for funding or approval at the time the SEQRA process is commenced. The lead agency is also an “involved agency”.

<sup>2</sup> *Interested agency* means an agency that lacks the jurisdiction to fund, approve or directly undertake an action but wishes to participate in the review process because of its specific expertise or concern about the proposed action. An “interested agency” has the same ability to participate in the review process as a member of the public.

- New York State Department of Environmental Conservation (any future NYSDEC wetlands permits, site remediation activities at Superfund sites, or other state permits);
- Metropolitan Transportation Agency/Long Island Rail Road (advisory roles, possible input on TOD, alternative and multimodal transportation);
- New York American Water District (water purveyor in Sea Cliff portion of BOA in the Town of Oyster Bay); and
- Regional utilities PSEG LI and National Grid (utility service connections)

The input received from the above agencies during scoping, in conjunction with agency and public outreach and meetings conducted during the Step II and Step III planning processes is considerable.

The proposed DGEIS will contain a section that will specifically address future development related actions that may occur pursuant to the Step III Implementation Strategy and mitigation, standards, and thresholds for future actions that will be subject to SEQRA, and requirements for any additional environmental reviews and analyses, as necessary. These future actions may require other permits and approvals at that time.

## **6.0 POTENTIAL MODERATE OR LARGE IMPACTS IDENTIFIED BY THE EAF**

### **PART 3/ DETERMINATION OF SIGNIFICANCE**

1. Impact on Land: Potential moderate and/or large impacts on land from the implementation of the Step III Implementation Strategy may include future clearing of wooded areas (expected to be very limited due past development, existing development density and ownership of wooded areas by NYS), development and/or redevelopment in areas having steep slopes that may equal or exceed 15 percent gradients, and possible erosion, sedimentation, and dust, especially in areas containing NYSDEC wetlands and the surface waters of Glen Cove Creek. The adoption of the Step III BOA recommends several actions to revitalize the area including some zoning amendments that may result in future development and redevelopment that could alter existing development patterns, development density, land coverage, yard setback requirements and other related factors that should be further assessed and vetted. In addition, implementation of the Proposed Action could result in related demolition and construction that will take place intermittently, over multiple projects and phases, including remediation of contaminated and blighted sites, redevelopment, pre-construction projects and infrastructure improvements and/or will last more than one year, and potentially resulting in a moderate impact. Potential increased demand on parks and open space is possible.
2. Impact on Surface Waters and Wetlands: The Glen Cove Creek and a small area of mapped NYSDEC freshwater wetlands are present within the BOA. Due to the presence of these features, water quality and creek/wetland ecology could be adversely affected by any additional clearing within adjacent areas, soil erosion from wind and water, development-related stormwater runoff, sedimentation, turbidity, and the introduction of pollutants from hazardous site remediation activities or other sources, and future demolition and construction in the area. Additional review and assessment of potential

moderate to large impacts on Glen Cove Creek including downstream areas, drainage and stormwater discharge controls, and riparian wetlands is needed. Stormwater requirements, standards, and green infrastructure will be discussed as well as any need for temporary detention and pretreatment of stormwater during peak runoff and stream flow conditions.

3. Impact on Groundwater: The Proposed Action includes actions that will encourage the ongoing cleanup of existing contaminated properties including but not limited to Superfund sites within the BOA to allow for safe, healthy, and sustainable development and redevelopment. Existing contamination coupled with cleanup activities, site disturbances and future land uses could affect groundwater if activities are not properly managed and implemented. The BOA is adjacent to but is outside of the Oyster Bay Special Groundwater Protection Area ("SGPA"). This will be confirmed and assessed in the GEIS to evaluate whether significant adverse impacts may occur to this critical environmental area ("CEA"). The intent is to avoid or suitably mitigate any potential impacts to groundwater so that groundwater within the BOA, as well as groundwater in the SGPA and/or down ground-water gradient from the BOA is protected. Existing groundwater contamination and benefits of cleanup under the DEC approved remediation plans and potential impacts related to future land uses will be summarized. Possible impacts on groundwater supply and quality will be considered and a section discussing community services, including but not limited to drinking water and sewage treatment and disposal will be discussed. Outreach to various community service providers will occur and input received will be provided, including but not limited to the local Water District and Sewer District.
4. Impact on Flooding: As previously indicated, the Glen Cove Creek channel traverses the BOA and limited areas of adjacent riparian freshwater wetlands are present. Despite the presence of these features, Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Maps ("FIRMs") indicate that the BOA is within a "FEMA X zone," which is considered an upland area that is expected to be unaffected by the 100-year and 500-year rain-fall events. Significant flooding issues are therefore not anticipated within the BOA if stormwater runoff is properly contained and recharged; however, due to the presence of the creek, the issue of potential flooding will be addressed in the GEIS to confirm this preliminary assessment and consider how current stormwater management requirements will mitigate potential redevelopment. Of importance will be depth to groundwater, groundwater flow direction, stormwater runoff controls and any potential downstream (out of area) flooding which may be discussed if and as applicable in various sections of the DGEIS. A discussion of the New York State Community and Risk and Resiliency Act, climate change, sea level rise and downstream flooding will be provided.
5. Impact on Air Resources: No significant impact on air resources or air quality was identified by the EAF for the subject action with the exception of possible soil vapor intrusion into buildings from volatile organic compound contamination on some sites. This issue will be further evaluated and addressed in the GEIS along with other issues in a section on hazardous site conditions and remedial activities (see also Section 16, "Impact on Human Health," below which will address the issue of hazardous site

conditions and human health). Comments received during scoping raised concerns over possible future air quality impacts such as impacts from increased traffic generation and removal of vegetation and possible air quality analysis requirements for any increases in trip generation or road work associated with Pratt Boulevard. Dust and other particulate matter could be raised during site cleanup and preparation, demolition, and construction activities and will be considered.

6. Impact on Plants and Animals: No significant impact to plants and/or animals was identified based on the available information. The area is almost entirely developed (urbanized); however, some woodlands, wetlands and Glen Cove Creek do exist and could have some ecological value. Most of the land that is wooded in the BOA is owned by the State as part of the Pratt Boulevard right-of-way and this area contains steep slopes. Although significant impacts have not been identified, additional assessment of existing ecological conditions in the wooded and wetland areas is warranted and should be included in the GEIS. A letter will be sent to the NYSDEC's Natural Heritage Program ("NHP") to gather input on the possible presence of any known rare species in the area or other ecological issues.
7. Impact on Aesthetic Resources: The adoption of the Step III will enable the City Council to consider zoning map and code amendments that would result in a possible TOD at the Glen Street Station. This site is visible from the rail line and thus the redevelopment project would be visible during routine travel by visitors, residents and commuters. This may result in an aesthetic impact that will be addressed in the GEIS to identify any appropriate mitigation techniques and strategies for future implementation actions to ensure that significant impacts do not result. Future development may have the potential to alter existing character and will be considered. This is an issue that was raised by the Town of Oyster Bay which has expressed an interest in a suburban atmosphere on the blighted and contaminated vacant and/or abandoned brownfield sites that are currently zoned by the City and Town for industrial uses. The recommendations for zoning amendments and potential future development and redevelopment within the BOA is expected to provide an overall benefit in terms of eliminating blight, providing housing alternatives, and enhancing the visual quality and character of the built environment. Site plan reviews for future development and redevelopment will consider such issues as zoning, land use, siting of buildings and structures, landscaping, screening, architecture, signage, code compliance and other factors to ensure that significant impacts on aesthetic resources will not occur.
8. Impact on Historic and Archaeological Resources: There is one "listed" National Register of Historic Places landmark in the BOA (i.e., Sea Cliff Railroad Station) and three "eligible" National Register of Historic Places landmarks in the BOA, including the Greek Orthodox Church and Office (note that the church has since been removed from the site), Glen Street Long Island Rail Road Station, and the Coles School. A portion of the west side of the BOA is also located within a designated New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") archaeologically sensitive area suggesting the possible presence of archaeological resources in the area, especially in currently undeveloped areas. NYSDEC's EAF Environmental Mapper also suggests that

an archaeological site is present in the area; however, no information was found on OPRHP's Cultural Resources Information System ("CRIS") regarding this site. Further assessment and coordination appears necessary to determine the presence or absence of this archaeological site and any possible impacts and mitigation strategies if it is present. Based on the preceding information, moderate to large impacts on historic and archaeological resources is possible and further evaluation appears necessary in the GEIS to mitigate future actions but it is noted that the urbanized nature of the area, including significant past ground disturbance related to development and redevelopment, significantly reduces the potential for intact archaeological resources in the area.

9. Impact on Transportation: The proposed action is the adoption of the BOA Step III which makes recommendations for transportation improvements related to sidewalks, lighting and provision of adequate parking for new development. The potential for traffic related impacts are related to recommendations for amended zoning that would enable redevelopment which could vary from what is permitted under the current zoning. Following adoption of the BOA Step III, the City may consider the recommended zoning amendments, and as proposed, the resulting development would be expected to increase traffic over current levels since several industrial facilities in the area which operated in the past and contributed traffic to the area are closed and generate no traffic. The sites which could, under the recommended zoning amendments, have the potential for redevelopment that varies from the development permitted under the current zoning include properties of at least 10 acres on Sea Cliff Avenue – which would be required to have direct access to Glen Cove Road and a transit oriented development ("TOD") near the Glen Street LIRR Station. Potential increases in traffic from the Proposed Action and need for parking should be addressed in the GEIS and the need for any future traffic impact analysis identified for redevelopment projects.

Pratt Boulevard is classified as an "Urban Arterial" highway and access is typically not permitted except at major interchanges. Any potential access or work on Pratt Boulevard may require assessment of air quality impacts and mitigation during the NYSDOT permitting process if such access is pursued. (See also No. 11, "Impact on Noise, Odor, and Light," below.)

Impacts may occur as a result of new access points, traffic volumes, trip generation and distribution. Potential impacts on key intersections in the area such as Sea Cliff Avenue and Glen Cove Road/Cedar Swamp Road should be considered in evaluation of future site-specific development projects.

10. Impact on Energy: Significant impacts on energy resources are not expected but will depend on the exact nature and scale of future land uses, the use of energy conservation and sustainable development techniques as proposed and ensuring green and energy conserving site designs (e.g., efficient outdoor lighting, etc.). New development will be required to adhere to contemporary building and energy codes and developers will be urged to maximize energy conservation and mitigate the urban heat island effect as practicable. Appendix F of the BOA Step III Implementation Strategy includes a Renewable Energy Analysis and a variety of recommendations. A brief discussion of

energy conservation including the Renewable Energy Analysis will be provided to summarize proposed mitigations inherent in the Implementation Strategy.

11. Impact on Noise, Odor, and Light: Issues related to odors are not anticipated but are contingent upon the type and scale of uses that may be established in the future. Temporary and intermittent noise is a normal part of building demolition, site remediation, clearing, grading, filling, construction, and occupation and operation of future land uses. The presence of nearby sensitive noise receptors can exacerbate the potential for noise related impacts. These impacts are largely controlled by the City's Noise ordinance and Code enforcement activities; particularly, restrictions on the days of the week and hours of the day that demolition and construction activities may be performed and maximum noise levels at certain times of the day and night during site occupation and operations. Significant impacts are not expected; however, a brief discussion of these topics should be included in the GEIS. Future land development and redevelopment projects could be affected by noise from existing traffic and any additional traffic that might occur along Pratt Boulevard. (See also No. 9, "Impact on Transportation," above.)
12. Impact on Human Health: The main issues associated with human health have to do with existing site contamination (Superfund sites, hazardous materials spills, leaks, discharges, etc.) on some sites and the methods and precautions implemented to prevent human exposure. Institutional controls may be in place through the NYSDEC which may affect future land use in the area and help to prevent potential impacts and will be identified. Dust and other particulate matter and pollutants attached to or contained within soil or particulate matter can affect air quality and be transported by runoff and deposited into surface waters and wetlands or can be recharged into groundwater. Potential moderate to large impacts may result from site disturbance and this topic should be further evaluated in the GEIS. A brief discussion of air quality impacts will be provided including possible dust generation during construction and any requirements for air quality permits. Sewage will discharge to the City sewerage system.
13. Consistency with Community Plans: The proposed action recommends future zoning amendments that would affect land use, development patterns, development density and other zoning parameters that vary from development under existing zoning (See Section 1, "Impact on Land"). Through the Step II and Step III processes, the City conducted public outreach to identify the City's vision for the strategic sites within the BOA. The GEIS will identify inconsistencies with adopted community plans as related to the obstacles the area faces specific to strategic sites, the existing land use and provide the analysis used to assess redevelopment scenarios in the GEIS to ensure that significant impacts do not occur.
14. Consistency with Community Character: Impacts on community character could occur in both the City and Town of Oyster Bay portions of the BOA during the implementation of the Step III recommendations, including potential changes to development patterns, density, form and appearance but effects on community character are expected to be generally beneficial due to the anticipated remediation of sites, demolition of blighted

buildings and reconstruction under more appropriate zoning and contemporary environmental and design standards and specifications. One of the central purposes of the BOA Step III is to clean up and revitalize the area to enhance community character, protect public health and economically revitalize the area. Impacts on community character are not expected to be significant but will be discussed in the context of land use and zoning in and adjacent to the BOA. The overall land development character and aesthetics desired by the City and Town, as expressed, will be indicated. Outreach to the Town of Oyster Bay will continue.

## **7.0 INITIAL IDENTIFICATION OF MITIGATION MEASURES**

Generic EISs and their Findings Statement contain specific conditions or criteria under which future actions will be undertaken or approved, including requirements for any subsequent SEQRA compliance. This may include thresholds and criteria for the preparation of an EAF and/or Supplemental GEISs ("SGEISs") to address any specific significant impacts, such as site specific impacts, that were not addressed or not adequately addressed or analyzed in a GEIS. More specific guidance is provided in Part 617.10(d), which states that "[w]hen a final Generic EIS has been filed under this part:

- (1) No further SEQRA compliance is required if a subsequent proposed action will be carried out in conformance with the conditions and thresholds established for such actions in the Generic EIS or its findings statement;*
- (2) An amended findings statement must be prepared if the subsequent proposed action was adequately addressed in the Generic EIS but was not addressed or was not adequately addressed in the findings statement for the Generic EIS;*
- (3) A negative declaration must be prepared if a subsequent proposed action was not addressed or was not adequately addressed in the Generic EIS and the subsequent action will not result in any significant environmental impacts;*
- (4) A supplement to the final Generic EIS must be prepared if the subsequent proposed action was not addressed or was not adequately addressed in the Generic EIS and the subsequent action may have one or more significant adverse environmental impacts."*

It is expected that the Findings Statement for the GEIS on the adoption of the BOA Step III Implementation Strategy recommendations will contain mitigative actions, requirements for supplementary impact analyses, and mitigation measures for future development under the Proposed Action.

Future site-specific actions will undergo an initial SEQRA screening to determine the appropriate level of review in conformance with 6 NYCRR Part 617.10(d). If, during the site-specific review of development applications under the proposed Implementation Strategy recommendations, potential significant adverse environmental impacts are identified from a review of the adopted Findings Statement and from the preparation of an EAF Part 1, Part 2 and Part 3 for any Type I or Unlisted action that were not previously or adequately analyzed as part of this SEQRA review process, additional site-specific environmental review, including technical

studies, Supplemental EISs and associated mitigations techniques and strategies, may be required. Supplemental EISs may also be required if: a) the lead agency discovers new information, not previously available, concerning significant adverse impacts; there is a change in circumstances arises which may result in a significant adverse environmental impact(s); or site-specific or project-specific analysis of potential significant adverse environmental impact(s) is needed for actions following a GEIS. The information submitted with the application for each such future project will be used by the agency having jurisdiction as the basis for this determination.

Preliminary mitigation actions that have been identified are listed below but additional standards and requirements may be identified during the full SEQRA review process and will be documented in the Findings Statement for the current action.

#### Land Use, Zoning and Plans

- Assembly of small adjacent lots is encouraged in the Orchard Neighborhood to eliminate substandard sized parcels.
- Zoning area variances for two-family homes shall be strongly discouraged in the City portion of the BOA.
- Multifamily residential housing within the City portion of the BOA shall comply with Chapter 280, Article XVII ("Inclusionary Housing").
- Commercial and Industrial projects shall be designed to mitigate any potential impacts on the Orchard Neighborhood, the proposed Transit Oriented Development, and any other adjacent or nearby residential uses.
- Land development site plans within 500 feet of Town jurisdiction proposed in the City will be referred to the Town of Oyster Bay (and others as applicable) and efforts will be made to mitigate any significant environmental impacts.
- Any future land use that is a potential source of air emissions that may exceed NYSDEC thresholds must be referred to the NYSDEC to comply with NYSDEC air permit requirements, including the registering of the emission source with the NYSDEC.

#### Community Character

- Every application for site plan review for the construction of a building or structure in the City within the BOA shall be referred to the City's Architectural Review Board (Planning Board) for consideration per Chapter 280, Article XIX of the City Code. Architectural drawings/elevations/designs/concepts/simulations, signage, landscaping, screening, and outdoor lighting shall be designed to enhance the appearance of the BOA, eliminate blight, and not detract from existing beneficial visual characteristics in the area. Building designs shall avoid excessive similarity or dissimilarity with surrounding buildings and structures and not detract from the desired character of the area. The suitability of architecture should take into consideration proportion, scale, color, materials and function

of proposed buildings and structures, without unduly restricting design choices. Visual renderings or simulations will be required for large commercial, industrial and multifamily residential projects that may have an adverse effect on City or Town character if not properly addressed.

- Properties shall be suitably landscaped to enhance aesthetic qualities, provide shade for parking lots and walkways, reduce the urban heat island effect to the extent reasonable, and improve stormwater treatment and management. Any potentially visually negative components of a development that are unavoidable (e.g., dumpster and truck loading areas, etc.) shall be properly screened and/or buffered from public view. The architecture of new buildings and structures shall not significantly or adversely affect the historic character of any National or State Register listed or eligible buildings, structures, or landmarks.
- Potential community character impacts from land development and redevelopment on development patterns, building height and physical form, development density and open spaces will be considered relative to conditions in and adjacent to the BOA.
- Development activities and future operation of commercial and industrial facilities shall reduce noise levels to the maximum extent practicable if they are expected to exceed the specifications set forth for the time frames established in Chapter 196, "Noise" of the City Code. Noise shall include continuous and impulse sound levels that exceed standards and may include any heavy vehicles and equipment that may exceed standards and adversely affect nearby land uses. Projects that may have significant sound level impacts, particularly on sensitive noise receptors such as schools, churches, senior citizen centers, day-care centers, hospitals, etc., must mitigate sound levels and may be required to provide quantitative noise analyses to further assess, prevent or alleviate impacts. Potential mitigations may include but are not limited to restricting the days of the week and times of the day certain activities may be permitted, enclosing and/or soundproofing noise sources, providing buffers and sound walls, and other innovative methods and techniques that may attenuate noise.
- Any future work within the Pratt Boulevard right-of-way must be reviewed against the NYSDOT's Highway Design Manual and may require noise and/or air quality analyses if required by the NYSDOT or FHWA. Reviewable actions impacting Pratt Boulevard shall be referred to the NYSDOT for input during site plan reviews (See also "Traffic, Transportation, and Parking" section, below).
- Outdoor lighting shall be designed to provide a safe and secure environment without casting excessive light that may result in light trespass, glare, skyglow or other potentially adverse effects of lighting that may affect adjoining property owners and passing motorists. Outdoor light posts and fixtures shall be properly spaced, and lighting shall be shielded and cast downward to cover areas that require lighting without causing significant adverse impacts. Bulb type, wattage, energy efficiency, light sensors and/or timers shall be considered to maximize energy conservation without affecting the need and quality of lighting necessary for public safety and security and vegetative screening

- may also assist in reducing impacts. Lighting fixtures and posts shall complement the appearance of development sites and the character of the area.
- A cultural resource evaluation may be required for future projects that occur wholly or partially within, or substantially contiguous to, any historic building, structure, facility, site, district or prehistoric site listed on the National Register of Historic Places or that is listed on the State Register of Historic Places or that has been determined by the Commissioner of the New York State Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places. If the reviewing agency or board deems it appropriate, additional analysis may be required, or revisions to the application may be deemed necessary by the New York State Historic Preservation Office (“SHPO”) to mitigate such impacts. Projects that may potentially affect any historic structure or landmark shall also be referred to the City’s Landmarks Preservation Commission for review and comment.
  - If future development is proposed within an area designated by the New York State Office of Parks, Recreation and Historic Preservation (“OPRHP”) as archaeological sensitivity, that has not been previously disturbed by past development including but not limited to excavation, filling, grading and construction, and such action may impact archaeological resources, a Phase I archaeological survey/cultural resource evaluation may be required. Any cultural resource evaluation shall include outreach to SHPO for review. If significant impacts to archaeological resources are identified, additional analysis may be required, and mitigation may be necessary to avoid or lessen potential impacts based on the findings of the cultural resource evaluation.

#### Community Services and Utilities

- Buildings must be constructed in conformance with applicable New York State Fire and Building Codes and the recommendations of local emergency service providers in terms of appropriate emergency access and circulation, availability of fire hydrants and other fire suppression facilities, and overall ability or inability to serve future development and redevelopment in the BOA. In addition, sprinkler systems and fire/smoke alarms shall be installed as required in accordance with Existing Building and Fire Codes to protect public health and safety and minimize the potential need for fire protective services.
- The City’s Police Department, Volunteer Fire Department, and Volunteer Emergency Medical Technician (“EMT”) Service shall have the opportunity to review and comment on future site plans that may have an impact on emergency service delivery, to ensure that such impacts, service demands, and any issues and concerns are properly addressed. This may include but is not limited to suitable emergency access and egress (width, turning radii, hydrant access, etc.), internal traffic circulation, need for any private security for large projects/sites, any significant impacts on emergency vehicle response times, and public health, safety or crime concerns.
- Future development and redevelopment projects that may be possible under the BOA Step III Implementation Strategy will require an adequate source of potable drinking water and must connect to a public water supply. Written confirmation must be obtained

- from the City Water Department, its successors or other public water provider(s) operating in the area demonstrating that an adequate supply of water is available to satisfy both the “domestic” (drinking water) and “non-domestic”(non-drinking water) needs of each project requiring site plan approval prior to issuance of a building permit.
- Efforts shall be taken to reduce drinking water demand and in-turn reducing wastewater discharges by incorporating faucets, fixtures, toilets, process water, and irrigation systems that are designed to conserve water. Clearing should be limited to what is necessary, using existing and/or native or well-adapted plant species as part of landscaping, stormwater pretreatment and temporary detention, and other approaches as applicable. The need for landscaping irrigation system should be reduced but if necessary, these systems shall be water efficient systems that apply water directly to the roots of vegetation and are controlled by water sensors, timers or other acceptable technologies.
  - The City, Town and area landowners should consider the feasibility of a cooperative effort to provide a drainage system with temporary detention and pretreatment of stormwater runoff in the BOA (particularly the larger southerly industrial lots) and potential reuse for irrigation purposes to reduce overall stormwater discharges that might otherwise affect Glen Cove Creek, as well as mitigate flooding, and lessen the use of groundwater or public water for this purpose.
  - Future development and redevelopment projects envisioned under the Proposed Action will be required to connect to the City’s sewerage system. Water conservation efforts including innovative techniques should be considered to reduce total wastewater loads and preserve collection system and sewage treatment plant capacity. Written confirmation must be obtained from the City and Nassau County, its successors or other wastewater management authorities that may have jurisdiction, demonstrating that adequate capacity of the sewage collection and treatment facilities is available, and that service can be provided.
  - Project reviews involving multifamily residential projects shall include outreach to the Glen Cove School District to address any possible issues associated with the District’s ability to provide public educational services to new school age children from these projects.

#### Traffic, Transportation, and Parking

- Detailed traffic studies will be required for each new commercial, industrial and multifamily residential site plan that is proposed. The supplemental analyses will serve as a basis to determine if additional traffic mitigations such as, traffic and/or pedestrian signalization, traffic signal timing modifications, traffic and pedestrian signage, road striping, road widening, additional turning lanes, or other improvements and safeguards are warranted. The purpose of these studies will be to determine the safest and most efficient and appropriate access and egress points for individual sites based on need, location, traffic conditions and motorist and pedestrian safety; anticipated trip generation for weekday AM and PM peaks and Saturday midday peaks; traffic distribution; levels of service; cumulative traffic impacts from nearby pending or proposed projects and

consideration of growth factors; and accident statistics determined by the City to be necessary to assess impacts based on detailed site plans, and specific location relative to affected streets and intersections.

- Coordination shall be conducted with appropriate authorities depending on jurisdiction. Transportation authorities with jurisdiction over BOA streets and highways include the City of Glen Cove Department of Public Works (“DPW,” City streets), Nassau County Department of Public Works (“NCDPW,” County roads), New York State Department of Transportation (“NYSDOT,” Pratt Highway), Federal Highway Administration (“FHA,” Pratt Highway), Metropolitan Transit Authority (“MTA”) and/or the Long Island Rail Road (“LIRR”). Required permits and approvals shall be obtained and any supplementary studies, such as noise and air quality analyses that may be required, shall be performed if required by the reviewing agency.
- Any future work within the Pratt Boulevard right-of-way, or access to Pratt Boulevard shall be reviewed against the NYSDOT’s Highway Design Manual and may require noise and air analyses if required by the NYSDOT and/or FHWA.
- Each future project shall demonstrate adequate off-street parking in conformance with City standards and specifications that are outlined in the City Code.
- Streets that have a paved width of less than 30 feet shall be restricted to parking on just one side of the street.
- Shared parking, shared site accesses, and/or cross access agreements are encouraged where beneficial and practical among adjacent commercial and industrial land owners and may be requested by the City to reduce the number of access points and traffic conflicts and improve access, circulation, and traffic and pedestrian safety.
- Adequate sidewalks, crosswalks and signage or signalization will be provided at accesses in support of public safety and a pedestrian-friendly community.
- All proposed commercial and industrial land uses shall provide sidewalks and pedestrian ramps along the frontage of their property where sidewalks do not exist or shall repair those sidewalk improvements that are in disrepair. Improvements shall comply with City design standards and the Americans with Disabilities Act (“ADA”) and be reviewed and accepted by the City Engineer prior to approval.
- Applicants for future Transit Oriented Developments (“TODs”) shall work with the City and MTA as applicable and explore, as practicable, opportunities for creating and expanding modes of transportation and railroad station access to complement station parking. This may include but is not limited to possible shared parking arrangements, shared access points and cross accesses, bus, pedestrian and/or bicycle links and facilities, ridesharing programs, satellite parking with shuttle transportation, electric vehicle charging stations, and/or preferred parking spaces for energy efficient vehicles.

#### Water Resources

- Drinking water supply and wastewater discharge connections will be subject to City and Nassau County approvals. City staff should make referrals to the respective agencies

during site plan reviews to inquire about any service issues or concerns and request any recommendations they may have.

- Landscaping plans for industrial, commercial, and multifamily residential projects shall include plant species that are native to the area and/or well-adapted to site conditions. This will be particularly important in restoring and sustaining the integrity of on-site ecological resources and water quality associated with Glen Cove Creek. Species listed on the NYSDEC's invasive and prohibited species lists shall not be planted to eliminate or reduce the need for fertilizer and pesticide applications, frequent watering, and the establishment of invasive species that may have a detrimental effect on local ecology, including that of Glen Cove Creek (NYSDEC, 2014).
- Properly functioning low-flow toilets, urinals, fixtures, fittings and appliances should be used to reduce total potable water consumption and lessen wastewater discharges.
- Irrigation demands for landscaping shall be reduced on industrial, commercial and multifamily residential sites by using native, well-adapted and/or drought-tolerant plant species, drip irrigation systems or other water efficient systems, and installation of timers (for nighttime watering) or sensors (watering only when it is needed), if irrigation is necessary.
- Projects shall consider and where practicable incorporate "green infrastructure" including stormwater pre-treatment facilities into site designs to the extent practicable, which may include but are not limited to rain gardens, vegetated swales, filter strips, green roofs, pervious/porous pavement and/or pavers, and/or other innovative best management practices ("BMPs") in accordance with the New York State Stormwater Management Design Manual and the Green Infrastructure Study provided in the BOA Step III Implementation Strategy. Drainage facilities shall be designed to mitigate water quality and ecological impacts on Glen Cove Creek through green infrastructure such as natural filtration and removal of nutrients and bacteria from stormwater runoff through natural physical, chemical, and biological processes, and mitigate the potential for flooding within the BOA and in downstream areas during peak storm flow conditions. Any temporary detention and pretreatment infrastructure shall be designed to capture and treat the "first flush" of a rainfall/runoff event which is typically the most contaminated.
- Projects involving disturbance of more than one acre of land shall seek a State Pollution Discharge Elimination System ("SPDES") General Permit for stormwater and prepare a Stormwater Pollution Prevention Plan ("SWPPP") as required to ensure compliance with water quality and quantity requirements pursuant to the NYSDEC General Permit for Stormwater Discharges from Construction Activities (GP 0-15-002).
- Dust, erosion and sedimentation control plans shall be submitted to prevent soil and soil contaminants from entering Glen Cove Creek or becoming airborne during site remediation and demolition and construction activities. Such plans shall include as appropriate, but not be limited to, silt fencing, sediment traps, stabilized construction entrances, drain inlet protection, slope protection, dampening of exposed soils, seeding, plantings, mulch, or other temporary ground covers, stockpile protection, etc.

### Ecological Resources

- NYSDEC wetlands permits or letters of NYSDEC non-jurisdiction must be submitted for all actions requiring a permit or approval from the NYSDEC prior to commencing work.
- Creek and wetlands adjacent areas should be kept natural or revegetated with native plant species that are adapted for site soil and moisture soil conditions upon redevelopment. A minimum 25-foot naturally vegetated non-disturbance non-fertilization buffer shall be provided on each side of the creek for new development unless the NYSDEC requires a larger/deeper buffer.
- Landscaping plans shall include plant species that are native and/or well-adapted to site conditions. Species listed on the NYSDEC's invasive and prohibited species list shall not be planted to eliminate or reduce the need for fertilizer and pesticide applications, frequent watering, and the establishment of invasive species that may have a detrimental effect on local ecology including that of Glen Cove Creek (NYSDEC, 2014).

### Soils and Topography

- A geotechnical evaluation shall be performed to determine actual detailed on-site soil conditions for the purpose of structural and drainage system designs as part of future commercial, industrial, and multifamily residential site plan reviews. If unsuitable subsoils are found in connection with site-specific development, techniques such as deep compaction or over-excavation and replacement of unsuitable fill materials may be utilized. Development areas shall be stabilized, as determined by a Geotechnical or Civil Engineer, prior to construction of structural elements.
- Erosion control plans shall be prepared for individual site developments and submitted during site plan reviews to identify the best methods and techniques to be utilized during construction to prevent or control the transport of sediment by stormwater and/or wind during construction activities. The purposes of these precautions and mitigations will be to prevent the off-site transport of sediment on to adjacent properties, into streets, into drainage structures, and/or into Glen Cove Creek. Such controls will be designed to not only retain topsoil in place but also to reduce sediment and other pollutant loading to drainage structures and the Creek and prevent the loss of drainage structure and Creek capacities which may exacerbate flooding. Control of airborne dust during demolition and construction will also help to prevent offsite removal and deposition of soil and protect public health.
- Prior to the initiation of demolition and construction activities, brownfields, Superfund Sites, and other sites containing recognized environmental conditions ("RECs") must be remediated. Cleanup activities will be conducted in accordance with the protocols, procedures, standards and documentation requirements of the appropriate supervising agency (Nassau County Health Department, New York State Department of Labor, New York State Department of Environmental Conservation, US Environmental Protection Agency, etc.) and shall be performed by trained remediation professionals.

- Phase I Environmental Site Assessments (“ESAs”) are typical for any pre-purchase or bank lending situation. Phase I Environmental Site Assessments (and Phase II ESAs if determined necessary by the Phase I) shall be conducted (if not already completed) to identify any existing RECs or potential concerns prior to demolition site preparation and development. An ESA will identify the need for testing to determine if RECs are present. This may require further testing, remediation, abatement, regulatory oversight or other appropriate action. Any redevelopment or property transfer will be subject to the necessary regulatory procedures and agency oversight to properly investigate, and remediate if necessary, RECs warranting such action. Issues that must be considered include the possible presence of asbestos containing materials (“ACM”) and lead-based paint in buildings to be torn down, residual soil or groundwater contamination, including possible soil vapor conditions from previous intensive land use in concentrations that exceed regulatory standards. Issues or features of concern that may need to be inspected and remediated include but may not be limited to floor drains, above- and below-ground fuel storage tanks, drywells, stormwater leaching pools, old septic systems or cesspools, and locations with past hazardous materials releases from storage, leaks, spills, mishandling of materials, intentional discharges, or other hazardous materials releases that have resulted in or may cause hazardous conditions. If hazardous conditions are identified, a plan to rectify these concerns will be developed and implemented.
- All hazardous wastes, contaminated soils, and construction and demolition (“C&D”) debris shall be handled and disposed in accordance with applicable federal, state and local requirements and shall be disposed at a disposal facility that is licensed to receive such hazardous materials. In the case of nonhazardous C&D, these materials shall be temporarily managed on-site and will be transported, disposed and/or recycled at facilities that are licensed to receive C&D, as soon as possible.
- Stormwater best management practices (“BMPs”) such as green infrastructure (landscaped buffers, rain gardens, green roofs, vegetated swales, etc.) shall be utilized on future development sites to provide pre-treatment of stormwater runoff and detention during peak flow conditions (see also “Water Resources”).

#### Energy Use and Conservation and Greenhouse Gas Emissions

- Developments shall comply with New York State Building and Energy Code requirements.
- Innovative energy conservation techniques and the reduction of greenhouse gas emission techniques are supported by this GEIS but not required but should be considered by applicants if and as possible. Energy conservation not only reduces excessive energy use and depletion of nonrenewable energy sources but can also reduce monthly energy bills which can pay for any additional outlay of funding, over the long-term. Examples of innovative energy conservation techniques include but are not limited to:
  - a) the use of alternative renewable energy sources;
  - b) installation of electric vehicle fueling stations for employees of large industrial facilities, and preferred parking spaces for fuel efficient vehicles;

- c) car pool/van pool/ride share programs at large industrial facilities; telecommuting work programs;
- d) construction of sidewalks, installation of bicycle racks and bike storage facilities, and other pedestrian, bicycle and/or bus amenities that promote alternative transportation activities;
- e) use and facilitation of multimodal, alternative, and/or public transportation including supporting TODs;
- f) building orientations/alignments that improve solar access and daylighting;
- g) use of energy efficient indoor and outdoor lighting and fixtures;
- h) planting of shade trees to reduce the urban heat island effect and associated air conditioning loads;
- i) planting of water efficient landscaping that does not require irrigation (pumping);
- j) certification with an energy conservation organization such as the US Green Building Council which administers the Leadership in Energy and Environmental Design ("LEED") certification program;
- k) building commissioning to test HVAC and other energy reliant stems prior to occupation; and others.

#### Construction-Related Impacts

- Construction management plans shall be prepared for all site-specific commercial, industrial, and multi-family residential development projects in the BOA. A Construction Management Plan may address a number of topics as applicable including but not limited to: construction phasing; stormwater, erosion, sedimentation, and dust control plans using silt fencing, inlet protection, stabilized construction entrances, soil wetting, etc.; designation of construction equipment, vehicle, and materials staging areas; solid waste/C&D management; the days of the week, hours of the day, and holiday schedule for construction activities; construction traffic routes and access points; and site remediation activities as warranted.
- Any Recognized Environmental Conditions ("RECs") shall be identified prior to the initiation of demolition and/or construction activities and where RECs are present shall be addressed and remediated to applicable regulatory standards. This may require a Phase I Environmental Site Assessment ("ESA") and subsequent ESA actions for sites that have not yet been assessed and are suspected of having been impacted. Remediation activities shall be performed by qualified remediation professionals in accordance with the protocols, procedures, standards and documentation requirements of the appropriate supervising agency, which may include the Nassau County Department of Health, Nassau County Fire Marshal, New York State Department of Labor, New York State Department of Environmental Conservation, and/or U.S. Environmental Protection Agency as determined by the ESA.
- Future demolition, site preparation and construction activities must conform to the standards and specifications of the City's noise ordinance as set forth in Chapter 196 of the City of Glen Cove Code, including conformance to the maximum prescribed noise

levels for specified activities and times. Mitigation shall be required for activities that exceed these standards or that may adversely affect nearby noise sensitive land uses, such as further restrictions on the times or days of the week for such activities, sound proofing, sound walls, buffers and setbacks, etc.

- Require mitigation for fugitive dust related to construction activities using proper construction management techniques, erosion control measures, and wetting of excessively dry soils during intense construction activities, on windy days or as needed.

## **8.0 OUTLINE AND FORMAT OF DGEIS**

The proposed scope, content and general format of the DGEIS are as follows:

**Cover Sheet**  
**Inside Cover Sheet**  
**Table of Contents**

### **1.0 Executive Summary**

### **2.0 Description of the Proposed Action**

- 2.1 Introduction (*Describe the overall purpose of the DGEIS and the anticipated SEQRA process based on the procedural requirements of 6 NYCRR Part 617. Discuss how future actions (e.g. development within the BOA) that is reviewable under SEQRA must be evaluated for consistency with the final Findings Statement for the action, and if found to be consistent, may be covered by the proposed GEIS, or alternatively, may require additional SEQRA review, if not previously considered or adequately considered, in compliance with applicable SEQRA procedures).*)
- 2.2 Study Area Location and Description (*Describe and map the boundaries and location of the BOA relative to the City/Town boundary, area streets and intersections, and adjacent/nearby landmarks, neighborhoods, and/or special districts; provide a brief description of the existing BOA in terms of its general character, land use pattern, zoning and overall environmental conditions and/or other significant features).*)
- 2.3 Project Background, Public Need and Objectives, NYSDOS & City Objectives, and Benefits (*Provide a brief history of the evolution of the Proposed Action. Relate the Proposed Action to City and/or other applicable governmental goals/objectives; discuss the BOA's overall purpose and the residential and business community's need for the Proposed Action; provide a list of benefits that will accrue to the City/area neighborhoods and business community from the Proposed Action).*)
- 2.4 Description of the Proposed Action (*Provide a detailed description of the Proposed Action including possible changes in development and redevelopment*

*conditions following adoption of zoning amendments recommended by the BOA Step III).*

- 2.5 Required Permits, Approvals and Reviews *(Provide brief discussion of SEQRA process and review stages required for the Proposed Action; list all currently required permits, reviews and approvals and possible permits, reviews and approvals as part of future implementation or development projects. Describe future SEQRA-related actions/reviews that are necessary after adoption of the Proposed Action. Indicate the degree to which future actions will be covered by the GEIS and its Findings Statement and under what general circumstances additional SEQRA review may be required for future projects and site specific actions).*
- 2.6 Public Outreach and Community Participation *(Discuss any community participation and public outreach that was conducted prior to the DGEIS; discuss SEQRA process and any future public outreach that is proposed and/or required).*

### **3.0 Existing Conditions, Impacts and Mitigation**

#### **3.1 Land Use, Zoning and Plans**

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

3.1.1.1 Land Use *(Provide a description of existing land uses from the BOA Step III in the Study Area based on general category of use; describe development patterns, and general scale of development; note any existing trends in this pattern or general land use conditions; identify BOA neighborhoods and adjacent neighborhoods in both the City and Town).*

3.1.1.2 Zoning *(Provide a description of existing zoning and zoning patterns in and adjacent to the BOA; note general uses that are currently permitted in the BOA in both the City and Town of Oyster Bay and describe any existing overlay districts that affect the BOA).*

3.1.1.3 Plans *(Provide brief descriptions of any relevant land use plans and/or other studies for the area that may contain pertinent recommendations for the BOA).*

3.1.2 Impacts *(Conduct a general land use, zoning and plan consistency impact analysis of the Proposed Action).*

3.1.2.1 Land Use *(Describe any significant changes in land use, pattern, scale and anticipated development density that may occur under recommended zoning amendments; discuss suitability, general compatibility and conflicts of permissible uses and development patterns; utilize figures, tables, etc. if and as appropriate.)*

3.1.2.2 Zoning *(Analyze proposed zoning modifications relative to existing zoning and environmental conditions; describe anticipated changes from future*

*adoption of zoning amendments, if any; utilize figures, tables, etc. as appropriate.)*

3.1.2.3 Plans *(Describe general consistency of Proposed Action to applicable recommendations of any local land use plans that may contain pertinent recommendations for the BOA.)*

### 3.1.3 Mitigation

## 3.2 Community Character

### 3.2.1 Existing Conditions

3.2.1.1 Visual Character *(Provide a general summary of existing visual/aesthetic conditions and the general character of the BOA and its surroundings including existing land development pattern and character; use photographs, maps, aerial photographs as applicable.)*

3.2.1.2 Noise and Lighting *(Briefly and generally describe features contributing to existing ambient noise and identify any sensitive noise receptors in or adjacent to the BOA that could be affected by noise or outdoor lighting; discuss potential impacts of traffic noise from Pratt Boulevard on neighborhoods related to future redevelopment projects; discuss any restrictions on noise in Chapter 196, "Noise" of the City Code including any restrictions during construction.)*

3.2.1.4 Historic and Archaeological Resources *(Using Federal and State Register of Historic Places lists and mapping data from the New York State Office of Parks, Recreation and Historic Preservation's Cultural Resources Information System ("CRIS"), applicable City resources or any other appropriate sources, list and describe the cultural features and characteristics of the BOA, including historic and archaeological resources and whether the BOA is in an OPRHP designated "archaeologically sensitive area.")*

3.2.2 Impacts *(Conduct a community character impact analysis of the Proposed Action that considers impacts on visual/aesthetic resources, noise and outdoor lighting, and historic and archaeological resources as applicable.)*

3.2.2.1 Visual Character *(Describe potential adverse and beneficial impacts on the visual character and any special aesthetic qualities of the Study Area; assess any potential impacts on nearby neighborhoods and community character from future zoning amendments, map amendments and potential future land uses that may result as part of the Implementation Strategy; consider the general scale of future development as well as existing strategies that are recommended by the Step III Implementation Strategy or that are already in place to address visual and community character issues; discuss any potential impacts from implementing the*

*recommendations of the Step III BOA, adoption of which is the Proposed Action.)*

3.2.2.2 Noise *(Generally and qualitatively describe the existing noise environment; discuss potential noise impacts from demolition, construction and revitalization and future land uses including impacts on sensitive noise receptors; discuss any relevant protections from the City's noise ordinance and identify any outstanding issues or concerns).*

3.2.2.3 Historic/Archaeological Resources *(Describe potential impacts on the cultural resources within or adjacent to the BOA; identify buildings listed on the State and/or National Registers of Historic Places and any potential precautions or special circumstances related to these buildings; determine potential sensitivity with respect to cultural resources, including archaeological resources; identify any potential impacts, concerns and recommendations to protect features; note that sites that may be redeveloped have been significantly disturbed by past development (clearing, cut and/or fill, grading, buildings, basements or slabs, installation of utilities and drainage, driveways, pavement, etc.) and that existing historic structures such as the Coles School will be retained and adaptively reused).*

### 3.2.3 Mitigation

## 3.3 Community Services and Utilities

3.3.1 Existing Conditions *(Identify available essential community services and facilities, local service providers, and energy utilities in the area; request information and recommendations from PSEG LI and National Grid; identify and describe any facilities or infrastructure that currently exist in the proposed BOA such as sewers, public water, public schools, and parks and recreational facilities; request information and recommendations from County DPW, City DPW, City Water Department, Glen Cove School District, City Parks Department; consider potential impacts on emergency providers; summarize input received from community service providers regarding services, facilities and/or special equipment and infrastructure; summarize community service outreach and/or meetings and include written responses in the DGEIS appendices; provide information on the current status of the following public/community services that serve the BOA:*

- 3.3.1.1 Public Schools
- 3.3.1.2 Police Protection
- 3.3.1.3 Fire/Rescue/Ambulance/EMT Protection
- 3.3.1.4 Water Supply
- 3.3.1.5 Sewer and Stormwater Management
- 3.3.1.8 Electric and Natural Gas Utilities
- 3.3.1.9 Parks and Recreation

3.3.2 Potential Impacts (*Discuss potential for individual and cumulative impacts related to the Step III Implementation Strategy on the various community services based on input received, and qualitative assessment of demands and capacities; a general discussion regarding possible impacts on special districts will be provided; identify any potential impacts to the following services).*

- 3.3.2.1 Public Schools
- 3.3.2.2 Police Protection
- 3.3.2.3 Fire/Rescue/Ambulance protection
- 3.3.2.4 Water Supply
- 3.3.2.5 Wastewater and Stormwater Management
- 3.3.2.8 Electric and Natural Gas Utilities
- 3.3.2.9 Parks and Recreation

3.3.3 Mitigation

3.4 Transportation

3.4.1 Existing Conditions (*Review available traffic data based upon studies prepared for recent development projects in the area and available roadway count data from the County and State; identify and describe area streets and major intersections proximate to the Glen Street Station and Sea Cliff Avenue redevelopment areas; include a discussion of current parking conditions, sidewalk/pedestrian/biking conditions, related safety issues and lighting within the BOA based upon the report prepared by Gedeon for the BOA Step III; discuss available mass transit and alternative transportation in or adjacent to the BOA).*

3.4.2 Impacts (*Prepare a trip generation comparison for development under the existing zoning vs. potential redevelopment under the proposed zoning for the TOD properties and the Sea Cliff Avenue sites; assess the relative change in volume on area roadways and the suitability of the existing roadways to support the increased trips; discuss issues related to access, access restrictions, applicable requirements for access or road work along Pratt Boulevard and indicate any requirements for noise or air analyses and the triggers leading to these requirements; identify key intersections and scope of analysis that will be necessary for future site-specific development; discuss potential issues relating to parking and findings and conclusions of the 2018 Parking Study prepared by Gedeon GRC Consulting; identify any impacts or the benefits of implementation of the recommendations for sidewalk and any other pedestrian or bicycle improvements, parking and lighting; explore opportunities for creating and expanding modes of TOD/railroad station access that complement station parking, including but not limited to shared parking arrangements, walking bicycling, ridesharing, satellite parking with shuttle transportation, electric vehicle charging stations and parking spaces, etc.; consider innovative methods of financing improvements).*

3.4.3 Mitigation

### 3.5 Water Resources

3.5.1 Existing Conditions *(Using narrative, mapping, tables and/or quantitative methods where possible; identify existing streams (Glen Cove Creek) and nearest surface waterbodies and/or wetlands; drinking water quality conditions based on Water District's annual report; groundwater elevation; direction of groundwater flow; FEMA flood zone(s); any known drainage issues).*

3.5.2 Impacts *(Using quantitative and qualitative methods, discuss potential for impact to surface waters, wetlands and groundwater resources; discuss method of sanitary wastewater handling, treatment and disposal; review NYSDEC Freshwater Wetlands and National Wetland Inventory maps; discuss drainage and potential pollutant loading from erosion, sedimentation and runoff into Glen Cove Creek; discuss stormwater management practices based on New York State Pollution Discharge Elimination System ("SPDES") and any requirements for a State Water Pollution Prevention Plan ("SWPPP") as applicable; examine compliance with New York State Stormwater Management Plan; identify any concerns related to flooding off/from Glen Cove Creek including downstream areas, if applicable; indicate potential for disturbance near creek or wetlands in areas that are currently natural; consider best management practices such as erosion and sedimentation controls, stormwater detention and release after peak creek flows, etc.; indicate need for any NYSDEC wetlands permits).*

3.5.3 Mitigation

### 3.6 Ecological Resources

3.6.1 Existing Conditions *(There is one small undeveloped area on the northwest side of the BOA that contains existing natural woodlands. Glen Cove Creek flows through this area and freshwater wetlands may also be present; nevertheless, this area is mostly on land that comprises an undeveloped portion of the Pratt Boulevard right-of-way and would be under public ownership; provide brief discussion of general ecological conditions within the area and general habitat types that are present in this area; describe/list wildlife seen or known to be or likely to exist in this area, including any wetlands; request input from NYSDEC Natural Heritage Program regarding any possible rare species in the area; review NYSEDC Environmental Mapper database).*

3.6.2 Impacts *(Discuss possible changes in ecology which may occur as a result of any possible future clearing and site development and redevelopment in the BOA if applicable; discuss possible changes in wildlife use/occupancy of the area and changes to vegetation patterns and habitats).*

3.6.3 Mitigation

### 3.7 Soils and Topography

- 3.7.1 Existing Conditions *(The area affected by the proposed BOA Step III Implementation Strategy will be reviewed to identify existing soil types based on the Nassau County Soil Survey and USDA online resources; any areas that may be affected by the Implementation Strategy that contain steep slopes (>15 percent slopes) will be identified based on LIDAR and/or USGS topographic maps; the general properties and characteristics of the soils if such information is available (much of the area is expected to be urban fill or disturbed areas), and any significant potential development constraints that may pose issues or cannot be satisfactorily addressed through proper engineering or other mitigation methods will be identified; review NYSDEC databases and available reports including data from Roux Associates provided in Appendix C of the BOA Step III Implementation Strategy to discuss existing contamination from hazardous sites to determine potential environmental conditions such as soil, soil vapor, groundwater, asbestos and lead paint).*
- 3.7.2 Impacts *(Discuss potential impacts due to soil constraints; discuss any possible significant changes in site grading due to building construction; describe dust and erosion control measures incorporated into the study area; discuss potential surface and subsoil constraints, if any, and any possible future permitting processes that may need to be undertaken during construction; identify known hazardous environmental conditions and outstanding cleanup efforts based on a NYSDEC database review and assess whether additional investigation(s) such as Phase I or Phase II Environmental Site Assessments or ongoing or additional remediation may be necessary prior to redevelopment; discuss requirements for any SPDES General Permits for Discharges from Construction Activities; indicate whether there are any known management plans for properties undergoing remediation).*
- 3.7.3 Mitigation

### 4.0 Other Environmental Impacts

- 4.1 Unavoidable Adverse Environmental Impacts *(Provide a list and brief descriptions of those adverse impacts described and discussed in greater detail elsewhere in the document that cannot be avoided).*
- 4.2 Irreversible and Irretrievable Commitment of Resources *(Identify those natural and human resources to be substantially consumed, converted or made unavailable for future use as a result of the Proposed Action).*
- 4.3 Growth-Inducing, Secondary and Cumulative Impacts *(Growth-inducing aspects of actions include their direct and indirect effects that lead to or may promote additional/secondary/spin-off development in the area. The nature of such anticipated growth as related to the Proposed Action will be described, and the impacts of any possible significant potential growth will be assessed. Cumulative*

*impacts are the potential impacts of a Proposed Action taken in conjunction with those of other active or anticipated nearby development projects or the overall combined effect of numerous potential impacts. If significant projects are proposed or pending approval on land abutting the boundaries of the Study Area, or significant growth is spurred outside the Study Area, these projects and other spin-off impacts will be considered. A summary of cumulative impacts associated with the proposed action will be provided).*

- 4.4 Energy Use and Conservation and Greenhouse Gas Emissions *(Provide a discussion of those aspects of the Proposed Action that would contribute to an increase in energy use, as well as potential options for energy conservation; discuss/review findings of the Orchard Brownfield Opportunity Area City of Glen Cove Implementation Strategy Renewable Energy Analysis provided in Appendix F of the November 2018 BOA Step III Implementation Strategy; indicate any possible renewable energy incentives or mandates).*

4.4.1 Energy Use and Conservation

4.4.2 Greenhouse Gas Emissions

- 4.5 Construction-Related Impacts *(Describe anticipated short-term and cumulative demolition and construction-related impacts, general construction scheduling based on the City Noise Ordinance including days, hours, season(s) and restrictions on major holidays will be noted and general overall timeframe of potential development and discuss potential for noise; consider construction traffic issues and routing to reduce impacts on neighborhoods and local roads; identify general and potential cumulative construction-related impacts and list mitigation strategies).*

## 5.0 Alternatives

5.1 Introduction

- 5.2 No Action Alternative *(Evaluate the No-Action Alternative where the status of existing land use, infrastructure and environmental conditions remain unchanged and compare this to effects under after implementation of the Proposed Action; provide conclusions).*

- 6.0 **Future Actions** *(Describe the procedures for future environmental reviews to determine whether additional review is required under SEQRA such as preparation of EAFs and/or Supplemental Environmental Impact Statements. Describe future actions and impact avoidance and mitigation strategies and techniques that must be implemented as applicable to protect environmental resources and conditions as part of future site-specific demolition, construction and other actions that implement the BOA Step III Implementation Strategy. Identify future actions which would require traffic impact analysis based on specific future development projects/site plan configuration, access and neighboring intersections).*

**7.0 References** *(Provide listing of the various documents and information sources utilized in the preparation of the DGEIS).*

**Figures** *(The final maps to be included in the DGEIS are contingent upon need and level of benefit for graphically depicting and analyzing certain issues or concerns identified by the DGEIS. A preliminary list of maps is as follows: Location Map; Aerial Photograph; Soils Map; Topography Map; NYSDEC Wetlands Map; National Wetlands Inventory Map; Water Table Contour Map; FEMA Flood Zones Map; Cultural Resources Map; Police & Fire Districts Map; School Districts Map; Water & Sewer Districts Map; Parks and Recreational Facilities Map; Existing Land Use; Proposed Land Use; Existing Zoning; Proposed Zoning; Potential Redevelopment Site Plan; and Green Infrastructure Projects Map.)*

**Appendices** *(The final Appendices to be included in the DGEIS are contingent upon the overall benefit and need for supplementing discussions and analyses within the body of the DGEIS. The BOA Step III Implementation Strategy report and associated appendices (reports) may be included as appendices or may be incorporated by reference and made available for public review. A preliminary list of appendices or important documents is as follows:*

- *Environmental Assessment Form (EAF) Parts 1, 2 and 3/Positive Declaration;*
- *Summary table of recommendations from the Step III Implementation Strategy Report;*
- *Gedeon GRC Consultants Transportation Report from the Step III Implementation Strategy;*
- *Urbanomics, Inc. Demographics/Housing Report from the Step III Implementation Strategy;*
- *Nelson Pope & Voorhis and Nelson and Pope's, Evaluation of Green Infrastructure within the Orchard Neighborhood and Sea Cliff Avenue Brownfield Opportunity Area Engineering report;*
- *Relevant data and analyses from the Costco Traffic Study prepared by VHB;*
- *Nelson Pope & Voorhis' Renewable Energy Analysis;*
- *Community Services letters and responses;*
- *Involved and interested Agency letters and responses;*
- *City of Glen Cove Annual Drinking Water Supply Report; and*
- *Others as determined necessary or relevant during preparation of the DGEIS.*

*Note: The full BOA Step II Nomination and Step III Implementation Strategy will be made available at the City Clerk's office and online and will be incorporated into the GEIS by reference.)*

## **9.0 EXTENT AND QUALITY OF INFORMATION NEEDED**

The DGEIS will be prepared in conformance with the Lead Agency's approved Final Scope of Work and the standards and specifications outlined in SEQRA Section 617.9, "Preparation and Content of Environmental Impact Statements." The DGEIS is intended to provide important and relevant qualitative and quantitative information and analyses to assist the lead agency (The City of Glen Cove City Council) and the New York State Department of State, as involved agencies, in the SEQRA decision-making process including the preparation of SEQRA Findings and the issuance of decisions on necessary approvals at the end of the process. The DGEIS will be concise but thorough, analytical but not encyclopedic. It shall be well-documented, accurate, and consistent with the requisite standards and specifications of SEQRA. Technical information may be summarized in the body of the document and supplemental support materials will be attached in a separate appendix.

Information sources for the DGEIS may include, but are not limited to the following: BOA Step II Nomination and BOA Step III Implementation Strategy; Records of Decision for the Photocircuits and Pass & Seymour Superfund Sites; Soil Survey of Nassau County, NY; Natural Resources Conservation Service website and database; LIDAR and USGS topographic maps; City of Glen Cove Official Zoning Map; City of Glen Cove Code; Groundwater Table Map; FEMA Flood Insurance Rate Maps; other GIS generated maps; 6 NYCRR Part 617 (SEQR); SEQR Handbook; SEQRA EAF Workbook; SEQRA Environmental Assessment Forms Parts 1, 2 and 3/Determination of Significance, EAF narratives, and the City's adopted SEQRA Positive Declaration for this project; NYSDEC Freshwater Wetlands and National Wetlands inventory maps; New York State Stormwater Management Plan; NYSDEC's Environmental Mapper and Spills and Site Remediation databases; any previous Environmental Site Assessment Reports for land within the district; NYSDEC "Ecological Communities" publication ("Edinger," report); NYSDEC Critical Environmental Areas website; NYSDEC Natural Heritage Program correspondence (if applicable); NYS OPRHP Cultural Resources Information System (CRIS) database; Long Island Index database; Institute of Transportation Engineers ("ITE") publication entitled Trip Generation, 10<sup>th</sup> Edition; available traffic and accident data and reports; Gedeon GRC Consulting parking and transportation study; Roux Associates, Inc. environmental database research report; Costco Traffic Study; NYSDOT's Highway Design Manual; Highway Capacity Manual; Rutgers demographic multipliers; input from consultations with involved and interested agencies and City service providers; community service provider websites; site and area conditions surveys; NP&V Community Participation Plan for the Proposed Action; and other applicable resources as needed.

Impact prevention and mitigation techniques and strategies will be developed based on the specific results of the impact analyses but will include but not necessarily be limited to standard mitigations addressing soil erosion and sedimentation, stormwater controls, avoidance of areas that contain wetlands, adherence to existing laws and codes, traffic mitigations as needed, and others to be determined after environmental analyses are completed. Mitigation and Future Actions sections will be included in the DGEIS. These sections will identify the impact avoidance and mitigation requirements that will be required for future reviewable actions.

**10.0 ISSUES DETERMINED TO BE NEITHER RELEVANT NOR ENVIRONMENTALLY SIGNIFICANT OR THAT HAS BEEN ADEQUATELY ADDRESSED**

The proposed action is the adoption of the City of Glen Cove Orchard Neighborhood and Sea Cliff Avenue Corridor BOA Step III Implementation Strategy. The Step III Implementation Strategy is a broad-based, area-wide, long-range conceptual planning document that provides a framework of possible strategies, techniques and actions to guide future redevelopment and community revitalization in the Orchard Neighborhood and Sea Cliff Avenue Corridor that have been adversely affected by brownfields and associated environmental impacts, blight, underutilized land, vacant and abandoned buildings, and economic stagnation. The Step III Implementation Strategy does not provide a detailed blueprint of individual site plans or projects but instead provides a preliminary foundation for such actions. For the above reasons, it was determined by the Lead Agency that a GEIS was the best course of action to consider possible environmental issues and impacts and the standards, conditions, and thresholds under which actions that are reviewable under SEQRA and will be considered, approved, permitted, funded, and/or undertaken in the future will be treated.

Some comments that were received during the formal scoping process requested in-depth analyses and investigations that are beyond the scope of a GEIS for the adoption of a planning document; particularly, since detailed site- and project-specific plans have not been proposed and the potential variability of such plans are impossible to predict with relevant certainty. Title 6, New York Code of Rules and Regulations (6 NYCRR) Part 617.10(c), states “Generic EISs and their findings should set forth specific conditions or criteria under which future actions will be undertaken or approved, including requirements for any subsequent SEQR compliance. This may include thresholds and criteria for supplemental EISs to reflect specific significant impacts, such as site specific impacts, that were not adequately addressed or analyzed in the generic EIS. Requests such as detailed water demand projections and traffic impact analyses for still unknown future land uses at sites that are already developed or had been intensively developed in accordance with past City and Town zoning, is of limited use in projecting actual future conditions. Existing and contemplated zoning allow for an array of land uses and myriad scales for the individual properties. Moreover, available studies and data including various reports and analyses prepared for the BOA Step II and Step III processes and traffic data from previous studies provide considerable information and analyses to assess conditions and identify possible impacts, mitigations, standards, conditions, processes, and future actions under which redevelopment will be reviewed.

Updating studies that were included in the November 2018 study also does not appear to be necessary at this time. Assessing issues such as temporary vibrations during construction is also a site specific issue that is based on the depth to bedrock, site specific soil conditions, building height and depth of necessary excavations. Given the depth to bedrock, the fact that building heights are very limited, deep excavations are not envisioned, and construction activities must comply with applicable requirements of the City, significant vibration impacts during construction are not anticipated. Future construction will be controlled by construction-related mitigations that will be included in the DGEIS.

With regard to project alternatives, the planning and public participation process for the BOA process involved meetings and other community and agency outreach, visioning, goal setting and consideration of feasible approaches to meeting area goals. The vision for the BOA resulted from input from a steering committee and community participation and the the Step III BOA is focused on implementation of the Step II vision.

A comment was raised about the need to evaluate possible impacts on air quality from the removal of vegetation in the BOA in the future as development and redevelopment occurs. It is noted that the BOA is currently almost entirely developed with impervious surfaces and areas that remain that are currently wooded are mostly owned by the State and within the Pratt Boulevard right-of-way. These wooded areas also contain steep slopes and are somewhat constrained for future use and development. Also, the BOA calls for future development and improvements to include the use of green infrastructure such as rain gardens, vegetated swales, temporary detention basins and other pretreatment facilities. Green roofs and other similar treatments are not required but are recommended. Efforts will also be made to reduce the amount of impervious surfaces to the maximum extent practicable to reduce stormwater runoff and the urban heat island effect. Redevelopment sites should also be landscaped and shared access, cross accesses, shared parking, shade trees and parking lot landscaping will be recommended. Vegetation removal is expected to be quite limited and not likely to have any significant adverse impact on local or regional air quality.

DRAFT

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE CITY  
OF GLEN COVE IN RELATION TO INTERMUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the CITY OF GLEN COVE having its principal offices at 9 GLEN STREET, GLEN COVE, NEW YORK 11542 ("CITY").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the CITY to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the CITY to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the CITY each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the CITY, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the CITY will undertake a project in furtherance of the COUNTY's stated goal of promoting the economic welfare and prosperity of it's residents by revitalizing and otherwise improving said CITY's two main downtown business district pedestrian walkways by updating and/or installing sidewalk/streetscaping, lampposts, pergolas, and benches ("Project"). The CITY represents and warrants that it has completed its review of the

project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide TWNETY THOUSAND DOLLARS (\$20,000.00) ("Funds") to the CITY for the purchase of goods and services in connection with the Project. Payment shall be made to the CITY in arrears and on a reimbursement basis and shall be contingent upon (i) the CITY submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The CITY shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The CITY shall (i) as between the County and the CITY, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the CITY for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the CITY shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The CITY shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The CITY shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the CITY shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the CITY is bound by and shall comply with the terms of Appendices EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The CITY shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The CITY shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the CITY or any agent of the CITY in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The CITY shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the CITY's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the CITY shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The CITY shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the CITY, or between the CITY and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
  
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the CITY with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
  
- b) The undersigned representative of the CITY hereby represents and warrants that the undersigned is an officer, director or agent of the CITY with full legal rights, power and authority to sign this Agreement on behalf of the CITY and to bind the CITY with respect to the obligations enforceable against the CITY in accordance with its terms.

IN WITNESS WHEREOF,

CITY OF GLEN COVE

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

COUNTY OF NASSAU

By \_\_\_\_\_ Date \_\_\_\_\_  
Deputy County Executive

Print Name \_\_\_\_\_

EXECUTE in BLUE INK.



## Appendix EE

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d. The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- e. The Contractor shall, in its advertisements and solicitations for Subcontractors,

indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

- f. Contractors must notify and receive approval from the respective CITY Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE

compliant or considered breach of the County Contract.

1. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
  - m. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the CITY Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be

required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring CITY head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

0365 only



Dell Software - Customer Confidential

Budgetary Quote

Ken Knack  
kenneth\_knack@dell.com

Customer: NY-L CITY OF GLEN COVE  
Contact: Anthony Frisa  
Customer #: 102092618

Expiration Date: 3/31/2019  
Date of Issue: 2/28/2019

Remit To: LA Dell Marketing LP  
One Dell Way  
Round Rock TX 78680  
Federal ID: 74-2616805

Product Description - Year 1 payment due at time of order	Months	Mfr #	Quantity	Price	Yr 1 Total	
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	12	U4S-00002	60	75.31	\$4,518.60	
O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	12	AAA-11894	80	207.76	\$16,620.80	
Notes: Pricing contingent on signing 3 year Microsoft Enterprise Agreement					Yr 1 Subtotal	\$21,139.40
Contract No: 51AHM					Tax	0.00%
Customer Agreement No: PS68202					Yr 1 Grand Total	\$21,139.40
Product Description - Year 2 payment due on anniversary	Months	Mfr #	Quantity	Price	Yr 2 Total	
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	12	U4S-00002	60	75.31	\$4,518.60	
O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	12	AAA-11894	80	207.76	\$16,620.80	
Notes: Pricing contingent on signing 3 year Microsoft Enterprise Agreement					Yr 2 Subtotal	\$21,139.40
Contract No: 51AHM					Tax	0.00%
Customer Agreement No: PS68202					Yr 2 Grand Total	\$21,139.40
Product Description - Year 3 payment due on anniversary	Months	Mfr #	Quantity	Price	Yr 3 Total	
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	12	U4S-00002	60	75.31	\$4,518.60	
O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	12	AAA-11894	80	207.76	\$16,620.80	
Notes: Pricing contingent on signing 3 year Microsoft Enterprise Agreement					Yr 3 Subtotal	\$21,139.40
Contract No: 51AHM					Tax	0.00%
Customer Agreement No: PS68202					Yr 3 Grand Total	\$21,139.40
					3 Year Total:	\$63,418.20

Quote Prepared By: Ken Knack

- 1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- 3) If you have a question re: your tax status, please contact your Dell Software sales representative listed above.
- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

*21 migration*

**Bill To**

City of Glen Cove  
 Anthony Frisa  
 9 Glen St Fl 3  
 Glen Cove, NY 11542  
 Phone #: (516) 676-2000  
 afrisa@cityofglencoveny.org

**Ship To**

City of Glen Cove  
 Anthony Frisa  
 9 Glen St Fl 3  
 Glen Cove, NY 11542  
 Phone #: (516) 676-2000  
 afrisa@cityofglencoveny.org

**SALES AGREEMENT**

**OCG IT Consulting Services**  
 Quote # KD016944 ver. 2

3/1/2019

Pricing is valid for only 30 Days and subject to change

**DELLEMC**  
 PARTNER  
 PLATINUM

Services	Hours	Cost/Hour	Cost
<b>OCG IT Consulting Services - O365 Migration</b>	<b>1.00</b>	<b>\$8,960.00</b>	<b>\$8,960.00</b>
As Per SOW - CGC Office 365 Migration 1-18-18 v2.1			
<b>Total Hours</b>	<b>1.00</b>	<b>Total Cost</b>	<b>\$8,960.00</b>

Summary	Amount
Services	\$8,960.00
<b>Total</b>	<b>\$8,960.00</b>

The following terms and conditions shall apply to such purchase and sale:

**I. Purchase Price, Payment, Taxes**

1. For each Product delivered hereunder, the price shall be paid to Seller as follows, down payment, if applicable, upon execution of this Agreement by Purchaser, and the balance, upon delivery. There shall be added to such payment amounts equal to any taxes levied by any government agency. Any personal property taxes assessable on any Product(s) on or after the actual delivery shall be borne by Purchaser.
2. Purchaser agrees that if payment is not received by Seller within ten (10) days of the date due, Purchaser shall to the extent permitted by applicable law, pay in addition, on demand as an interest charge an amount equal to one and one-half percent (1.5%) of the amount then due for each thirty (30) days or portions thereof that final payment is not made. Such charge shall be in addition to any other remedies available under this contract or by law. Seller expressly reserves the right to pursue any and all such other remedies.

**II. Shipping, Handling, Installation Costs**

1. The Purchaser shall pay for all shipping, handling, and installation costs.
2. Seller shall not be liable for any failure or delay in furnishing the Product, materials or labor resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, war hostilities, civil disturbance, strike, labor difficulties, Product breakdown, transportation contingencies, difficulty in obtaining parts, supplies or shipping facilities or delay of carriers.
3. Purchaser shall make available and agrees to pay for all costs associated with providing a suitable place of installation and the necessary electrical power, outlets and air conditioning required for operating the Product as defined in the Product Manufacturer's Installation Manual.

**III. Title; Risk of Loss; Security Interest**

Title to each Product or any part thereof sold separately or otherwise shall pass to the Purchaser upon acceptance of full payment hereof. Risk of loss shall pass to Purchaser upon delivery of the items listed in this agreement. Seller reserves title to the Product sold hereunder as security for the payment of the purchase price; provided that once Purchaser has paid the purchase price in full seller shall no longer have title to the Product sold hereunder. Should the Purchaser default in payment of any charges hereunder when due, Seller may remove and repossess any or all Product hereunder with or without notice or demand, in addition to exercising such other rights remedies as may be conferred on it by law in addition to forfeiture of all deposits prepaid to Seller. Purchaser agrees to execute all documents necessary to perfect Seller's interest. Seller agrees to execute all documents necessary to terminate such security interest once the purchase price as been paid in full.

**IV. Warranties, Disclaimers**

1. The Seller represents and warrants that, at the time each Product is delivered, the Seller will be the lawful owner of such Product, free and clear of any liens and encumbrances (other than those which may arise from this Agreement) and will have full right, power and authority to sell the same to the Purchaser.
2. The Warranties contained herein are made expressly in lieu of any other warranties, expressed or implied including any warranty of merchantability or fitness for a particular purpose, and of any other obligation or liability on the part of the Seller, whether the transaction is for Sale or Lease, including but not limited to special or consequential damages, arising out of or in connection with this Agreement.

**V. Applicable Law**

1. This Agreement shall be governed by the laws of New Jersey and constitutes the entire Agreement between the Seller and the Purchaser with respect to the purchase of the Product(s) superseding all prior correspondence between the parties (including, without limitation, any purchase orders submitted by the Purchaser to the Seller). Purchaser hereby consents to the institution and/or defense of any action or proceeding in connection with this Agreement in the Courts of the State of New Jersey. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment, or modification is in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.
2. In the event that the Seller retains an attorney to enforce collection of any amounts due from the Purchaser under the terms of this Agreement, the Purchaser agrees to pay the cost thereof, and including court costs. Purchaser further agrees to pay interest at the rate of 18% accruing on any balance due under this Agreement 30 days from default of any payment due hereunder in the event collection proceedings are instituted.
3. This Agreement shall not be assignable by the Purchaser (other than to any affiliate of the Purchaser) without the prior written consent of the Seller, and any attempted assignment without such consent shall be void.
4. This Agreement shall be executed by the Seller prior to being executed by the Purchaser, it shall become voidable, at the Seller's option 10 business days after the date of the Seller's execution thereof, unless the Seller shall have received by such date a copy thereof executed by an authorized representative of the Purchaser.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporation action to execute this Agreement.

Purchaser

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
PO # \_\_\_\_\_

OCEAN COMPUTER GROUP, INC.

By \_\_\_\_\_ Louis Tsotakos, President Date \_\_\_\_\_



March 19, 2019

The City of Glen Cove  
Office of the Mayor  
9 Glen Street  
Glen Cove, NY 11542

Attn: Maureen Basdavanos  
Deputy Mayor

email: MBasdavanos@cityofglencoveny.org

**PROPOSAL 18027**

Deputy Mayor Basdavanos,

In response to your request, Torvalsen Consulting LLC d/b/a TMS Waterfront, "TMS", proposes to provide the City of Glen Cove with the consulting services necessary to represent you as an owner's advocate and program manager for the development and launch of the Glen Cove Ferry Service.

As part of previous services, two documents created by TMS for RXR, the Glen Cove Ferry Action Plan, dated December 21, 2018, and the Glen Cove Ferry Final Action Plan dated January 11, 2019, were submitted to the lead agency - the NYSDOT. The City plans to select an operator in late Spring 2019 to ensure adequate time (8-12 months) to prepare for the commencement of service by **Memorial Day 2020**. To do so, the following action items were established:

1. Prepare a resource loaded, critical path schedule and project plan for implementation. This includes development of the resources, both internal to the City and external, developed by a program manager that can determine key items, timelines, milestones, and slippage. This schedule is attached, in outline form, to this action plan, and will be completed in detailed form by January 31, 2019. Format will be in Microsoft Project and PDF.
2. Locate a source of additional subsidy funding or revenue for Year 1 and Year 2 to include corporate advertising, NYS Grants, commercial berthing (landing fees), investors, and others. A specific plan for this outreach will be established in conjunction with Item 3 below (Marketing Plan). Actionable items are as follows:
  - a. Create a detailed list of government and City of Glen Cove stakeholders with a short-term outreach plan by February 15, 2019, review and activate the plan no later than April 1, 2019.
  - b. Create a detailed list of stakeholders, investors, and interested parties, including commercial maritime interests, and a detailed "landing activation plan" for outreach to the broad tri-state community no later than April 1, 2019, with activation of the plan and commencement of sourcing no later than May 1, 2019.
  - c. Create and release an RFEI for ancillary landing operations, uses, and leases no later than March 1, 2019.
  - d. Have preliminary sources of additional funding identified by October 15, 2019.



- e. Have additional sources of funding locked into place, if available, no later than March 15, 2020.
3. Prepare a complete and comprehensive local (City Based) and developer based (with stakeholders) marketing plan, independent of the operator by September 2019. Activate the plan no later than October 15, 2019.
4. Revise, update, and re-launch the Glen Cove Ferry Website by May 15, 2019.
5. Prepare a complete scope of work, milestones, and KPI(s) based operator document for inclusion with the RFP. This document is a necessity to generate the performance and operations expected of potential operators and should be used to develop true system-wide program management. This will be completed concurrent with Item 8a below by April Fool's Day - April 1, 2019.
6. Conduct interviews with operators to review the plan as presented herein, receive feedback, and market the landing. While there was significant interest in the 2017 RFP, there are only 8 to 10 ferry operators that could potentially bid on the upcoming service. As such, it is important to reach out and meet with the vendors early and present the currently plan. To ensure that there are no conflicts with the RFP release in April of 2019, these meetings and discussions will take place and be completed before the Ides of March - March 15, 2019.
7. Meet with NYCDOT, NYCEDC, and NYC Ferry to discuss and plan the integration into and coordination of the routes, and landing fees/requirements.
8. Hire an operator. Simple action item, but there are multiple action items to get us to 2020 operations.
  - a. Complete Draft RFP document February 28, 2019. This will include the RFP, updates to the plan and scope of work developed under Item 5 above, a draft contract prepared by the City attorney.
  - b. Complete all reviews of RFP Document by March 31, 2019.
  - c. Public RFP release on Contract Reporter and other locations - April 1, 2019.
  - d. RFP Information Session by April 20, 2019.
  - e. RFP due by May 15, 2019.
  - f. Preferred operator selection by June 15, 2019.
  - g. Contract and City Council approvals, execution and registration by September 15, 2019.
  - h. Notice to Proceed by October 15, 2019.
9. Conduct public information meetings with the marketing team, operator, NYC Ferry and stakeholders to introduce the plan and provide all details of the service. Once the operator is contracted and has received an NTP, in conjunction with Item 3 above, marketing will start in October 2019. These meetings and marketing outreach events should continue monthly through commencement of service in Spring 2019.
10. Operations. Without an operator and boats that function, the service would not launch. To ensure that the service is smooth from day one, the following action items are planned for 2020:
  - a. Complete Agreement for Landings at E34th/P11 by November 2019.
  - b. Vessel Identification and Certifications by October 15, 2019.
  - c. Complete APP for Ticketing and Social Media and launch by January 10, 2020.
  - d. Vessel Test Runs, Data Collection by April 30, 2020.
  - e. **Commencement of Service by May 22, 2020 (Friday before Memorial Day.)**



## Scope of Work

### Phase 1 - Project and Program Management

TMS proposes to provide program and project management services for the following action items.

Action Item 1: Program Schedule and Plan. TMS will prepare and maintain a resource loaded, critical path schedule and project plan for implementation. This includes development of the resources, both internal to the City and external, developed by a program manager that can determine key items, timelines, milestones, and slippage. Milestone completion for the Schedule is January 31, 2019. Format will be in Microsoft Project and PDF.

Action Item 2: Subsidy and Revenue Generation. TMS will assist the City in locating additional subsidies through providing support, specifically:

- a. Assisting in the creation of the stakeholder list based upon the maritime, ferry, and waterfront communities. Much of the stakeholder list is expected to be locally developed.
- b. Assisting in the creation of a landing activation plan, administered by the City.
- c. Providing the technical support and scope of work documents for an ancillary landing operations program for the terminal and landing.
- d. Supporting meetings with stakeholders throughout the process.

Action Item 3: Marketing Plan. TMS will assist the City in developing a marketing plan insofar as managing the schedule and completion of the same. TMS recommends that a marketing consultant be retained to create and execute the plan.

Action Item 4: Glen Cove Ferry Website. TMS recommends that the website be updated by the City, with proposed launch dates and plans when the RFP is released. Once selected, the website should be managed by the operator. As such, TMS will support this through managing the schedule and completion of the same.

Action Item 5: Scope of Work Document. TMS will prepare a complete scope of work, milestones, and KPI(s) based operator document for inclusion with the RFP. This document is a necessity to generate the performance and operations expected of potential operators and should be used to develop true system-wide program management. This will be completed concurrent with Action Item 8a by April 1, 2019.

Action Item 6: Operator Interviews. TMS with the City will conduct interviews with operators to review the plan as presented herein, receive feedback, and market the landing. TMS will provide all scheduling, agenda, and meeting minutes. To ensure that there are no conflicts with the RFP release, these interviews will be completed no later than March 15, 2019.

Action Item 7: Agency Meetings. TMS with the City will meet with NYCDOT, NYCEDC, and NYC Ferry to discuss and plan the integration into and coordination of the routes, and landing fees/requirements. TMS will provide all scheduling, agenda, and meeting minutes. To ensure that



any agreements are discussed prior to the RFP release, these meetings will be completed no later than March 15, 2019.

**Action Item 8. Operator RFP and Hiring.**

- a. TMS will support the creation of the RFP document, based upon the work items completed in Action Item 5 above, and provide comprehensive review of the document.
- b. TMS will advise and assist in the wide distribution of the RFP through recommended websites, publications and outreach.
- c. TMS will assist with and attend all RFP information session meetings and respond to all questions requiring technical feedback.
- d. TMS will assist and attend the interviews of the various operators shortlisted and provide recommendations and feedback to the City.
- e. TMS will support the City through contract negotiations up to the time at which the Operator's project manager is released and take over management services.

**Phase 2 - Post Operator Selection - Advisory Services**

Should the City request TMS to continue advisory services after turnover of the Ferry Operations plan to the Selected operator, the following action items would need to be authorized in writing:

Action Item 9: Public Information and Launch. TMS will support public information meetings with the marketing team, operator, NYC Ferry and stakeholders to introduce the plan and provide all details of the service for launch.

Action Item 10: Operations. TMS will support the city on any operations issues as requested, including advising the City on pertinent items and providing independent analysis of the Operator's progress towards launch. This will include continued maintenance of the critical path schedule.

**Fee and Payment**

TMS proposes to perform the above referenced scope of work for the monthly retainer amounts detailed below.

Phase	Scope	Monthly	Estimated
1	Project and Program Management - 6 months	\$ 12,500	\$ 75,000
2	Post Selection Advisory Services - 12 months	\$ 3,334	\$ 40,000
	Estimated Total Fee		\$ 115,000
	Estimated Expenses		\$ 5,000

Alternately, if a retainer model is not conducive to the process, TMS proposes the following task-based fee and payment breakdown:



Action Item	Fee
Action Item 1: Program Schedule and Plan	\$ 25,000
Action Item 2: Subsidy and Revenue Generation	\$ 10,000
Action Item 3: Marketing Plan	\$ 5,000
Action Item 4: Glen Cove Ferry Website	\$ 5,000
Action Item 5: Scope of Work Document	\$ 25,000
Action Item 6: Operator Interviews	\$ 12,000
Action Item 7: Agency Meetings	\$ 8,000
Action Item 8: Operator RFP and Hiring	\$ 15,000
Action Item 9: Public Information and Launch	\$ 20,000
Action Item 10: Operations	\$ 20,000
Estimated Total Fee	\$ 145,000
Estimated Expenses	\$ 5,000

**Exclusions**

Changes in the scope, including but not limited to the following services are specifically excluded from this proposal:

- Traffic studies.
- Environmental studies and permitting.
- The Project will be subject to government authorities having jurisdiction for approval of the Project. Substantial changes to the design of the Project due to changes of scope directed by the Client, changes in regulatory requirements after the start of the Project or due to the discretionary approval authority of the public agencies shall be additional services.
- Substantial revisions due to changes in scope.
- Marketing renderings and/or graphics.
- Focus groups, market research, ridership analysis.
- Action Item 3: Marketing plan and management of marketing program.
- Action Items 4: Website development and management.
- Full program management after July 2019 when the operator is selected.
- Management of the subsidy and revenue generation program. TMS will assist the City.

**Hourly Rates**

Fees for additional services will be performed at the hourly rates listed below. Hourly rates are subject to revision January 1<sup>st</sup> of each succeeding year.

TMS Principal	\$250/hr	Principal	\$225/hr
Structural Engineer (PE)	\$225/hr	Professional Engineer (PE)	\$200/hr
Senior Project Manager	\$200/hr	Project Manager	\$180/hr
Project Engineer/Resident	\$160/hr	Asst. Project Engineer	\$140/hr
Project Coordinator	\$120/hr	CADD Operator	\$120/hr



This proposal is subject to the terms and conditions that follow and shall remain February 20, 2019, unless accepted. Hourly rates defined herein are subject to revision January 1, 2020.

Should you find this proposal acceptable, kindly sign and return one copy to serve as our contract. Work shall commence only upon receipt of signed contract.

Very truly yours,

The Office of  
TMS Waterfront

A handwritten signature in black ink, appearing to read "Shea E Thorvaldsen".

Shea E Thorvaldsen  
President

Understood and Accepted:

---

For The City of Glen Cove

<https://littoralgroup.com.sharepoint.com/sites/18027CityofGlenCove/Shared Documents/1. Proposal/GC Ferry Program Management Proposal - Rev01 3-19-19.docx>



## TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Torvalsen Consulting, LLC d/b/a TMS Waterfront, ("TMS"), through and by its officers, employees, affiliate, and subcontractors, (hereinafter TMS) is an independent consultant and agrees to provide Contractor, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third-party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Contractor agrees to pay TMS's invoice upon receipt. If payment is not received within 30 days from the Contractor's receipt of TMS's invoice, Contractor agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from TMS's invoice on account of liquidated damages unless expressly included in the Agreement. Contractor receipt of invoice will be presumed three days after mailing by TMS first class, with adequate postage attached. Time is of the essence for this provision.

Contractor payment to TMS shall not depend, or be conditioned upon payment by the Owner or others to Contractor. Contractor's obligation to pay TMS for its services shall be independent of payment by the Owner to Contractor.

Because most of the consultant's (TMS) involvement in the project occurs in the early stages of the project, Contractor agrees to pay TMS at a percentage commensurate with the actual amount of work accomplished by other members of the project. If there is a Construction Administration (CA) or oversight component to this project, Contractor further agrees to compensate TMS appropriately for all work expended on the project regardless of the percentage of work accomplished by the Contractor or other team members.

3. **TERMINATION.** Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Contractor. In the event Contractor requests termination prior to completion of the proposed services, Contractor agrees to pay TMS for all reasonable charges incurred to date and associated with termination of the work, plus a termination fee of 10% of the total fee under this agreement.

If the Project is suspended for more than thirty consecutive days, for reasons other than TMS's fault, TMS shall be compensated for services performed prior to such suspension. When the project is resumed, our compensation shall be equitably adjusted.

If Contractor abandons the Project because of the Owner's abandonment of the Project for more than ninety consecutive days, TMS may terminate this Agreement by giving written notice. TMS shall be compensated for all services performed prior to such abandonment, plus 10% of TMS total fee under this Agreement, together with reimbursables then due.



4. **STANDARD OF CARE.** TMS will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of TMS's profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by TMS's proposal or by its oral or written reports.
5. **INSURANCE.** Both TMS and Contractor will effect and maintain insurance to protect themselves from claims arising out of the performance of professional services under this Agreement and caused by any error, omission or negligent act for which we are legally liable. Both TMS and Contractor will maintain this insurance in force, if available, after the completion of professional services under this Agreement until the expiration of any applicable statutes of limitation. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force by both parties for a period of six (6) years after the date of substantial completion of the Project as agreed to.

Unless otherwise agreed, both parties will effect and maintain insurance to protect ourselves from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

The insurance required above shall be as provided below. TMS will file certificates of insurance for each type and amount prior to commencement of work under this agreement:

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.

Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 General Aggregate, \$2,000,000 Aggregate Products Completed Operations with personal injury, plus \$5,000,000 Excess Liability Umbrella.

6. **SITE OPERATIONS.** Contractor will arrange for right-of-entry with safe access to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Contractor represents that it possesses necessary permits and licenses required for its activities at the site.

TMS will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in TMS's proposal, the Contract Sum does not include cost of restoration due to any related damage, unless such damage results



directly from TMS's negligent actions. If Contractor requests TMS to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.

TMS shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the contractor (Work), nor shall TMS be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

7. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing TMS's services. If this occurs, TMS will promptly notify and consult with Contractor, but will act based on TMS's sole judgment where risk to TMS's personnel is involved. Possible actions could include:
- a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in TMS's judgment;
  - b. Agree with Contractor to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
  - c. Terminate the services effective on the date specified by TMS in writing.
8. **DOCUMENTS.** TMS will furnish Contractor the agreed upon number of written reports and supporting documents. These instruments of service are furnished for Contractor's exclusive internal use and reliance, use of Contractor's counsel and for regulatory submittal in connection with the project provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:
- a. All documents including paper documents and electronic files generated by TMS under this Agreement shall remain the sole property of TMS. Any unauthorized use or distribution of TMS's work shall be at Contractor's and recipient's sole risk and without liability to TMS.
  - b. If Contractor desires to release, or for TMS to provide, our documents to a third party not described above for that party's reliance, TMS will agree to such release provided TMS receives written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement. Documents provided for disclosure of information only will not require separate agreement. Contractor acknowledges and agrees to inform such third party that TMS's documents reflects conditions only at the time of the study and may not reflect conditions at a later time. Contractor further acknowledges that such request creates potential conflict of interest for TMS and by this request Contractor waives any such claim if TMS complies with the



request.

- c. Contractor agrees that all documents furnished to Contractor or Contractor's agents or designees, if not paid for will be returned upon demand and will not be used by Contractor or any other entity for any purpose whatsoever. Contractor further agrees that documents produced by TMS pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without TMS's prior written approval.
  - d. Contractor shall furnish documents or information reasonably within Contractor's control and deemed necessary by TMS for proper performance of our services. TMS may rely upon Contractor-provided documents in performing the services required under this Agreement; however, TMS assumes no responsibility or liability for their accuracy. Contractor-provided documents will remain the property of Contractor, but TMS may retain one confidential file copy as needed to support our report.
9. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
10. **OPINIONS OF COST.** If included in our scope of services, TMS will use its best efforts and experience on similar projects to provide realistic opinions of costs for remediation or construction as appropriate based on reasonably available data, TMS's designs or TMS's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. Contractor understands actual costs of such work depend on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond TMS's control.
11. **TESTIMONY.** Should TMS or any TMS employees and/or officers, affiliates, directors and subcontractors be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and TMS is not a party in the dispute, then TMS shall be compensated by Contractor for the associated reasonable expenses and labor for TMS's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides TMS such compensation, Contractor will receive a credit or refund on any related double payments to TMS.
12. **CONFIDENTIALITY.** TMS will maintain as confidential any documents or information provided by Contractor and will not release, distribute or publish same to any third party without prior permission from Contractor, unless compelled by law or order of a



court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Contractor.

13. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Contractor Purchase Orders, Work Orders, etc., and that such forms may be issued by Contractor to TMS as a matter of convenience to the Parties without altering any of the terms or provisions hereof.
14. **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Contractor and TMS shall survive the completion of the services and the termination of this Agreement.
15. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
16. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior permission of the other.
17. **INTEGRATION.** This agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
18. **LIMIT OF LIABILITY**
  - A. In the event the Owner or Contractor consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by TMS, the Contractor recognizes that such changes and the results thereof are not the responsibility of TMS. Therefore, the Contractor agrees to release TMS from any liability arising from the construction, use or result of such changes. In addition, the Contractor agrees, to the fullest extent permitted by law, to indemnify and hold the design Professional and all their employees, officers, affiliates, and directors harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of TMS or its employees and/or officers, affiliates, directors and subcontractors.
  - B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Contractor or TMS. TMS's services under this Agreement are being performed solely for the Contractor's benefit, and no other entity shall have any claim against TMS because of this Agreement or the performance or nonperformance of services hereunder. The Contractor agrees to include a provision in all contracts with contractors and



other entities involved in this project to carry out the intent of this paragraph.

- C. The Contractor agrees to limit TMS's liability and his or her consultants to Owner and to all Construction Contractors and Subcontractors on the project, due to TMS's negligent acts, errors, or omissions, such that the total aggregate liability of TMS to all those named, including legal fees and costs, shall not exceed the value of the contract.

The Contractor shall make no claim for professional negligence, either directly or in a third party claim, against TMS employees and/or officers, affiliates, directors and subcontractors unless the Contractor has first provided TMS with a written certification executed by an independent design professional currently practicing in the same discipline as TMS and/or subcontractors, employees, officers, affiliates, directors and licensed in the State of this project. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to TMS not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

- D. The Contractor shall promptly report to TMS any defects or suspected defects in TMS's work or services of which the Contractor becomes aware, so that TMS may take measures to minimize the consequences of such a defect. The Contractor warrants that he or she will impose a similar notification requirement on all contractors in his or her Owner/ Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Contractor, and the Contractors or Subcontractors to notify TMS, shall relieve TMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- E. Payments to TMS shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Contractor of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from TMS's compensation for any reason unless TMS has been found to be legally liable for such amounts.
- F. If, due to TMS's error, any required item or component of the project is omitted from TMS's construction documents, TMS shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will TMS be responsible for any cost or



expense that provides betterment, upgrade or enhancement of the project.

- G. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date TMS concluded rendering professional services, issuance of the Certificate of Completion or Certificate of Occupancy, whichever is sooner, unless TMS's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.
- H. It is intended by the parties to this Agreement that TMS's services in connection with the project shall not subject TMS's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Contractor agrees that as the Contractor's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TMS, a New York limited liability corporation, and not against any of TMS's employees, officers, affiliates, or directors.
- I. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Contractor nor the Consultant, their respective officers, directors, partners, employees, affiliates, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of implied warranty. Both the Contractor and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- J. Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of a structure, the Contractor agrees, to the fullest extent permitted by law, to indemnify and hold TMS harmless from and against any and all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising or allegedly arising out of the professional services under this Agreement, except for the sole negligence or willful misconduct of TMS.





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

**BUDGET TRANSFER FORM**

**DEPARTMENT:** Parks & Recreation - A7140

**BUDGET YEAR** 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7140.51120	Parks - Hourly		\$5,000.00
A1740.42012	Rental Refreshment Stands		\$5,000.00

**Reason for Transfer:**  
 Reducing both revenue and expense lines because the 2019 anticipated revenue for concession stands at John Maccarone Memorial (City) Stadium will now be an anticipated revenue of the Glen Cove Youth Bureau. A budget transfer representing this change will be submitted at a future City Council meeting.

Department Head Signature: *Darcy A. Belge* Date: 3/19/19  
 City Controller Approval: *Josiea Clavin* Date: 3/19/19  
 City Council Approval – Resolution Number: \_\_\_\_\_ Date: \_\_\_\_\_



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

**BUDGET TRANSFER FORM**

DEPARTMENT: Assessment

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1355-51120	Finance Assessment Hourly Salary		\$13,000.00
A7030-51120	Senior Center Recreation Hourly	\$2,160.00	
A7180-51120	Golf Course Hourly Salary	\$10,840.00	

**Reason for Transfer:**

Transfer of funds to fund transfer of part time employee to Golf Course and Senior Center.

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

*Sandra Clarson*

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

3-21-19

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

Sandra Clarson

Digitally signed by Sandra Clarson  
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance  
Dept, email=sdclarson@cityofglen Cove.ny.ny.us, c=US  
Date: 2019.03.21 11:03:37 -0400

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

03/021/2019

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

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