

Resolution 6-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes budget transfers and amendments as submitted and reviewed by the City Controller.

(See attached)

Resolution 6-B

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the following claims:

Claimant	Settlement Amount
Martin Gruber of 129 Talmage Farm Lane, East Hampton, New York 11937	\$200
Ella Dyer of 20 Madison Avenue, Glen Cove, New York 11542	\$4,742.63
Christine Williams of 33 Titus Road, Glen Cove, New York 11542	\$5,260.56
Kenneth Pilla of 17 Laurel Avenue, Glen Cove, New York 11542	\$188.43
Kristin Goldstein of 33 Crescent Beach Road, Glen Cove, New York 11542	\$2,650.45
Alberto Morra of 23 Purdue Road, Glen Cove, New York 11542	\$1,314.07

Resolution 6-C

Resolution offered by Mayor Tenke and seconded by: _____

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such CDBG-CV funds for activities eligible under the CDBG-CV Program in the City of Glen Cove; and

WHEREAS, said CDBG-CV Program is fully reimbursed by the Federal Government through the U.S. Department of Housing and Urban Development; and

WHEREAS, the Subrecipient desires to perform the activities described in this Agreement.

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-CV Program 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 CDBG-CV 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

Fund Line: A8760-55520 - PPE COVID 19 CDBG
A8760-55521 - PFI COVID 19 CDBG

Resolution 6-D

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 Omnicell, which is an automated computer dispensing device and inventory tracking system. The service contact term is 12 months from October 1,2020 – September 30, 2021, \$1,464.00

Fund Line: A4540-55438

Resolution 6-E

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of Town Web, LLC, Inc., 185 E. Walnut Street, Sturgeon Bay, WI 54235, and enter into a contract in the amount of: \$9,999 for one-time setup and design costs and \$4,788 annually for Hosting, Maintenance and Support of the City's website.

Fund Line: Set-up fees: H1210-55406-2027

Fund Line: Hosting fees: A1210-55438

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor for the change order amount of \$29, 355 to the Firehouse Kitchen Renovation Project that was deemed necessary to the Kitchen Exhaust Hood that was not and could not be identified during the initial stage.

Fund Line: H3410-52240-1606

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 Maccarone Plumbing Inc. for Fire Sprinkler Inspection, Testing and Maintenance for the term of one year from 6/29/20 to 6/28/21 for a total of \$625.00.

Fund Line: A7030-55438 Contractual Services

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes The Glen Cove Chamber of Commerce, The Glen Cove Interagency Council, The Glen Cove Downtown Bid, The North Shore Hispanic Chamber of Commerce, & The Gold Coast Business Association to put up lawn signs for our “Wear a Mask” campaign from August 3rd to August 17th.

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to increase the fees of the Building Department as indicated:

	Current Amount	Proposed Amount
Ch. 111: Building Construction		
Building permit, first \$1,000 of value	\$100.00	\$125.00
Building permit, each additional \$1,000 of value or part thereof	\$15.00	\$20.00
Amendment of Permit plus additional value	\$100 + \$15/100	\$125 + \$20/100
Extension of Construction Permit (2 only)		
First 6 months (added 12/28/10)	\$50.00	\$75.00
Second 6 months (added 12/28/10)	\$100.00	\$125.00
Certificate of occupancy	\$200.00	\$250.00
Temporary certificate of occupancy, dwelling (per unit - 90 day limit)	\$200.00	\$250.00
Temporary certificate of occupancy, commercial (per store or office - 90 day limit)	\$200.00	\$250.00
Certificates of use, existing	\$200.00	\$250.00
Signs	\$50.00	\$75.00
Certificate of occupancy search or copy	\$75.00	\$100.00
Grading Permit (amended 12/28/10)	\$100.00	\$125.00
Swimming pools, gunite		
Certificate of occupancy	\$200.00	\$250.00
Plumbing	\$75.00	\$100.00
Swimming pools, vinyl		
Certificate of occupancy	\$200.00	\$250.00
Plumbing	\$75.00	\$100.00
Swimming pools, portable		
Certificate of occupancy	\$100.00	\$125.00
Certificate of occupancy	\$200.00	\$250.00
Retaining Walls – see Building permit		
Decks/Porches – see Building permit		

Cell Towers – see Building permit		
Re-Inspections (if first inspection failed) (amended 12/28/10)	\$50.00	\$75.00
Plumbing permits:		
Each fixture	\$20.00	\$25.00
Plumbing for swimming pool	\$75.00	\$100.00
275-gallon tank	\$100.00	\$125.00
550-gallon tank	\$150.00	\$175.00
1,000 gallon tank - any part thereof	\$150.00	\$175.00
1,100 gallon tank - any part thereof	\$200.00	\$250.00
Certificate of Approval	\$50.00	\$75.00
Demolition permit or moving a building	\$200.00	\$250.00
Boardinghouse license	\$500.00	\$600.00
Plumbers license renewal	\$50.00	\$75.00
Plumber's test	\$25.00	\$50.00
Reciprocal plumber's license	\$200.00	\$250.00
Duplicate certificate of competency	\$50.00	\$75.00
Gas range	\$75.00	\$100.00
Gas oven	\$75.00	\$100.00
Gas appliance	\$75.00	\$100.00
Gas water heater	\$75.00	\$100.00
Electric heater	\$75.00	\$100.00
Gas water boiler	\$75.00	\$100.00
Gas hot-air furnace	\$75.00	\$100.00
Oil burner	\$75.00	\$100.00
Gas installation - mercury test	\$75.00	\$100.00
Sanitary cesspools or septic tanks	\$150.00	\$200.00
Recreation fee for new dwelling units	\$500.00	\$600.00
Sanitary Waste Pipe fee per dwelling unit (must be paid before issuance of certificate of occupancy)	\$700.00	\$800.00
Drywell – NEW (if not included in construction) (added 12/28/10)	\$100.00 / per	\$125.00 / per
Electrical Meter Permit – New Meter (added 12/28/10)	\$150.00	\$200.00
Residential Fire Sprinkler (added 12/28/10)	\$250.00	\$300.00
HVAC Unit & Ductwork Permit (added 12/28/10)	\$200.00	\$250.00

Building Construction – Commercial:		
Building permit, first \$1,000 of value (amended 12/28/10)	\$200.00	\$250.00
Building permit, each additional \$1,000 of value or part thereof (amended 12/28/10)	\$18.00	\$20.00
Amendment of Permit plus additional value (amended 12/28/10)	\$18.00/1000	\$20.00/1000
Certificate of Occupancy	\$200.00	\$250.00
Temporary Certificate of Occupancy, Dwelling (per unit – 90 day limit)	\$200.00	\$250.00
Temporary Certificate of Occupancy, Commercial (per store or office – 90 day limit)	\$200.00	\$250.00
Certificates of use, existing	\$200.00	\$250.00
Re-Inspections (if first inspection has failed) (amended 12/28/10)	\$100.00	\$125.00
Signs Existing; replacing with new	\$50.00	\$75.00
Signs – New (wall/ground) (added 12/28/10)	\$3.00/SF	\$5.00/SF
Certificate of Occupancy search or copy	\$75.00	\$100.00
Grading permit (amended 12/28/10)	\$100.00	\$125.00
Sanitary Waste Pipe fees, per square foot	\$0.10	\$0.15
Sanitary Waste Pipe fees, for every 3 plumbing fixtures (or portion thereof)	\$50.00	\$75.00
But not less than:		
Building of 1,000 square feet or less	\$100.00	\$125.00
Building of more than 1,000 sq. ft., but less than 2,000 sq. ft.	\$250.00	\$300.00
Building in excess of 2,000 square feet (must be paid before issuance of certificate of occupancy)	\$500.00	\$600.00
Drywell – NEW (if not included in construction)(added 12/28/10)	\$100.00/per	\$125.00/per
Electrical Meter Permit – New Meter(added 12/28/10)	\$150.00	\$200.00
Residential Fire Sprinkler (if domestic water supply)(added 12/28/10)	\$250.00	\$300.00

HVAC Unit & Ductwork Permit (added 12/28/10)	\$200.00	\$250.00
Indoor Live Music Permit (yearly) (added 12/28/10)		
Application Fee (one time only) (added 12/28/10)	\$100.00	\$125.00
Renewal (yearly) (added 12/28/10)	\$50.00	\$75.00
Yearly Life Safety Inspections (Assembly Spaces)	\$50.00	\$75.00

Computing the estimated cost of construction shall be

as follows per sq. ft.

Houses

One-story ranch	\$125.00	\$150.00
High ranch	\$125.00	\$150.00
Two-story dwelling, single-family, each floor	\$125.00	\$150.00

Two-story dwelling, two-family, each floor	\$125.00	\$150.00
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Garage attached	\$60.00	\$75.00
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Garage detached	\$60.00	\$75.00
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Additions and alterations:

Single and double shed dormers	\$90.00	\$120.00
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Raised ridge dormers	\$90.00	\$120.00
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1st-floor additions	\$125.00	\$150.00
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2nd-floor additions	\$120.00	\$150.00
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Porches with roof	\$60.00	\$80.00
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Industrial and mercantile buildings	\$110.00	\$130.00
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Office buildings

Each floor	\$110.00	\$125.00
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Garden apartments, per floor	\$125.00	\$150.00
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Apartments, per story	\$125.00	\$150.00
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Tool shed	\$30.00	\$40.00
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Raised deck and open porches	\$25.00	\$35.00
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Ch. 180: Landmark Preservation

Building permit for landmark or historic site	\$25.00	\$35.00
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Ch. 228: Signs

Signs Existing; replacing w/new (added 12/28/10)	\$50.00	\$75.00
Signs – New (wall/ground)	\$3.00/SF	\$4.00/SF

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to increase the fees of the Police Department as indicated:

Department	Current Amount	Proposed Amount
Police Department Accident Report (in person)	\$15.00	\$25.00
Police Department Accident Report (by mail)	\$20.00	\$25.00

Resolution 6-K

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 Christopher MacDonald as an Independent Contractor under the City of Glen Cove Tennis Program from July 13, 2020 through August 31, 2020 for a total of \$3,600.

Fund Line: A7140-55433

Resolution 6-L

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to extend a credit to RC Golf Corp in the amount of \$2,254.10 for a 55 day time period in which the Driving Range was rendered inaccessible to RC Golf Corp. by Emergency Order of the Mayor and for necessary repairs to the driving range.

Resolution 6-M

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, as a result of an incorrect entry on the 2020 Tentative Assessment Roll, the City Council hereby authorizes the correction of such valuation for property location 34 Ridge Drive, Sec 23 Block 42 Lot 134, from \$505,500 to \$454,950.

Resolution offered by Mayor Tenke and seconded by: _____

WHEREAS, the City Council appointed the Law Offices of Guercio & Guercio, LLP (“Guercio & Guercio, LLP”) to conduct a privileged and confidential investigation of a Complaint filed by the individual(s) identified on Confidential Schedule “A,” dated October 15, 2019, against certain individual(s) claiming gender discrimination and/or harassment; and

WHEREAS, Guercio & Guercio, LLP has completed a thorough investigation of the Complaint and has provided a written finding and determination that the Complaint is unfounded and/or unactionable; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Glen Cove hereby adopts the findings of determination of Guercio & Guercio, LLP after investigation that the Complaint is unfounded and/or unactionable, and authorizes Guercio & Guercio, LLP to notify the individual identified on Confidential Schedule “A” of the determination.

Resolution 7-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby appoints following seasonal appointments as indicated:

Name	Hourly Rate	Title	Effective
Alan Gansky	\$8.50	Recreation Leader	7/13/2020 - 9/7/2020
Lily Hoffman	\$8.50	Recreation Leader	7/13/2020 - 9/7/2020
Madison Patino	\$7.25	Recreation Leader	7/17/2020 - 9/7/2020
Addison Huvane	\$15.00	Lifeguard	7/17/2020 - 9/7/2020
Linda Darby	\$15.00	Water Safety Instructor	7/17/2020 - 9/7/2020

Budget Line A7140-51120

Resolution 6-A



Long Island Sanitation Equipment

1670 New Highway, Farmingdale, NY 11735 • Tel.: 631-531-9292 • Fax: 631-531-9333



CITY OF GLEN COVE
9 GLEN ST
GLEN COVE, NY 11569

7/14/2020

NEW WAY COBRA REAR LOAD 20 YD REFUSE BODY PAINTED YELLOW

FEATURES INCLUDE:

- HIGH COMPACTION- UP TO 950 LBS PER CU/YD
- HOT SHIFT PTO MARRIED TO HYDRAULIC PUMP WITH OVER SPEED PROTECTION PACK ON THE GO
- 3 CU/YD HOPPER ONE PIECE FLOOR ½" WITH ¾" 100K BACK LINER
- HYDRAULIC LOCKING TAILGATE
- BODY FLOOR ¼" LOWER TAILGATE SIDES 7 GA
- REAR BODY PANELS 7 GA
- SLIDE FACE ¾", WITH HD EJECTION AND PACKER PANELS
- HYDRAULIC KICK BAR FOR 3 YD CONTAIONERS ITH LATCH & EARS
- FULL BODY WELD
- REAR STEPS WITH TOE GUARDS
- POLY SLIDE IN CHANELS VS ROLLERS
- NYLON SLEEVES ON ALL HYDRAULIC LINES
- EXTERNAL HYDRAULIC TANK WITH SIGHT GLASS
- ALL LIGHTS LED INCLUDE:
 - UPPER TAILGATE STROBES, INSIDE& OUTSIDE WORK LIGHTS
- SAFETY REAV VISION CAMERA WITH COLOR MONITOR
- SAFETY SHUT DOWN & DRIVER ALERT BUSSEER MOUNTED ON BOTH SIDES OF REAR TAILGATE
- HYDRAULIC INTERLOCK ON SIDE ACCESS DOOR
- MUD FLAPS IN FRONT & BEHIND REAR TIRES
- FIRE EXTINGUISHER & TRIANGLE SAFETY KIT
- TAILGATE AJAR SIGNAL
- BACK UP ALARM
- 1 YEAR WARRANTY ON BODY, 1 YEAR WARRANTY ON PACKER BLADES (REPLACEMENT NOT REBUILD)
(SEE ENCLOSED SPEC SHEET FOR FURTHER DEIALS)

REMOVE/SCRAP OLD BODY MOUNT NEW BODY ON EXISTING CHASSIS \$ 65,317.00 EA

RESPECTFULLY,

ROBERT O. JORDAN--PRESIDENT



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

BUDGET TRANSFER FORM

DEPARTMENT: FINANCE

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1310-55465	BOND EXPENSE	\$8,000	
A1310-55438	CONTRACT SERVICES		\$4,000
A1310-55443	TECHNICAL SERVICES		\$4,000

Reason for Transfer:

TO TRANSFER FUNDS FROM CONTRACT SERVICES
AND TECHNICAL SERVICES TO BOND EXPENSE
TO COVER BOND ISSUANCE EXPENSES

Department Head Signature: Michael A. Piccirillo Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glencoveny.gov, c=US
Date: 2020.07.16 09:47:50 -0400 Date: JULY 16, 2020

City Controller Approval: Date: JULY 16, 2020

City Council Approval – Resolution Number: _____ Date: _____



Department: FINANCE

BUDGET YEAR 2020

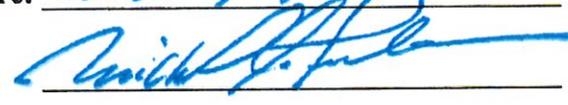
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H7180-52230-2001	UTILITY CART		\$14,000
H3410-5330-2002	EQUIPMENT REPLACEMENT		\$206,141
H7030-52240-2003	CARPET REPLACEMENT		\$35,000
H5110-52260-2004	ROAD IMPROVEMENTS		\$520,000
H5110-52260-2005	TREE PLANTING		\$75,000
H5110-52230-2006	MECHANICAL LIFT		\$150,000
H5110-52240-2007	COURT ROOF		\$50,000
H5110-52260-2008	MANHOLE AND DISPENSER		\$18,669
H5110-52260-2009	ROAD IMPROVEMENTS		\$1,800,000
H8300-52260-2010	AIR STRIPPER DUCK POND		\$150,000
H8300-52260-2011	TANK REHABILITATION MCCLOUGHLIN		\$300,000
H8160-52250-2012	SANITATION TRUCK		\$155,491
H5710-52240-2013	ELECTRIC SOURCE		\$6,918
H5710-52240-2014	SECURITY CAMERAS		\$4,855
H5710-52260-2015	PARKING LOT IMPROVEMENTS		\$41,500
H7050-52250-2016	REPLACEMENT VAN		\$38,000
H1310-55406-2017	SOFTWARE AND HARDWARE		\$6,800
H3620-55406-2018	HARDWARE AND SOFTWARE		\$76,180
H3630-52250-2019	VEHICLES		\$25,000
H3120-52230-2020	MOBILE COMMUNICATIONS		\$26,365
H3120-52230-2021	DUTY HOLSTERS		\$12,543
H3120-52240-2022	FUEL TANK GENERATOR		\$8,000

1/2

H3120-52250-2023	VEHICLES (2)		\$126,830
H3120-52230-2024	MOBILE COMMUNICATIONS		\$30,090
H5720-52240-2025	OFFICE TRAILER		\$38,500
H5110-52260-2026	PARKING GARAGE CONNECTIONS		\$30,000
H1210-55406-2027	WEBSITE REDESIGN		\$10,000
H1680-52260-2028	IT INFRASTRUCTURE		\$575,000
H5110-52260-2030	EAST ISLAND ENGINEERING		\$35,000
H5110-52260-2031	EAST ISLAND CONSTRUCTION		\$233,630
H5110-52260-2032	PEDESTRIAN IMPROVEMENTS		\$72,839
H7140-52240-2033	MORGAN PARK BATHROOM 2020		\$360,000
H5630-52250-2034	LOOP BUS		\$10,500
H1310-95710	BOND PROCEEDS	\$5,242,851	

Reason for Amendment:

TO AMEND BUDGET TO REFLECT PROJECTS FUNDED FROM ISSUANCE OF BONDS RELATED TO VARIOUS CAPITAL PROJECTS

Department Head Signature:  Date: 7/17/20
 City Controller Approval:  Date: 7/17/20
 City Council Approval-Resolution Number: _____ Date: _____



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

BUDGET AMENDMENT FORM

GCF-1 (7/08)

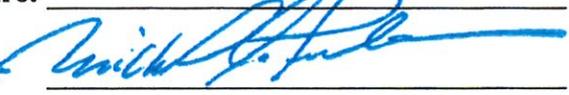
Department: FINANCE

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H5630-42398-2034	GRANT LOOP BUS	\$59,500	
H5630-52250-2034	LOOP BUS		\$59,500
H5110-42398-2026	PARKING CONNECTIONS	\$30,000	
H5110-52260-2026	PARKING GARAGE CONNECTIONS		\$30,000
H5110-42398-2029	GRANTS CDA ADMIN	\$293,000	
H5110-52260-2029	BREWSTER STREET PARKING		\$293,000
H5110-42398-2031	EAST ISLAND GRANT	\$521,370	
H5110-52260-2031	EAST ISLAND CONSTRUCTION		\$521,370
H5110-42398-2035	BID ALLEYWAY PROJECTG	\$20,000	
H5110-52260-2035	ALLEYWAY IMPROVEMENT		\$20,000
H5110-42398-2032	PEDESTRIAN IMPROVEMENT	\$291,354	
H5110-52260-2032	PEDESTRIAN IMPROVEMENTS		\$291,354
H5110-42398-2036	WESTERN GATEWAY	\$30,000	
H5110-52260-2036	WESTERN GATEWAY		\$30,000
H8300-42398-2037	LEAD LINE REPLACING	\$125,000	
H8300-52260-2037	LEAD LINE REPLACEMENT		\$125,000

Reason for Amendment:

TO AMEND BUDGET TO REFLECT PROJECTS FUNDED FROM ISSUANCE OF BOND ANTICIPATION NOTES

Department Head Signature:  **Date:** 7/17/20
City Controller Approval:  **Date:** 7/17/20
City Council Approval-Resolution Number: _____ **Date:** _____

Resolution 6-B



GENERAL RELEASE

KNOW THAT MARTIN GRUBER, Claimant in the matter entitled *Gruber v. City of Glen Cove*, in consideration of the payment of TWO HUNDRED DOLLARS (\$200) from the CITY OF GLEN COVE, does hereby release and discharge the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE, from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which I, MARTIN GRUBER, ever had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of this RELEASE, including, but not limited to, all claims for attorney's fees, expenses, and costs.

CLAIMANT agrees and acknowledges that this GENERAL RELEASE constitutes a knowing and voluntary waiver of all rights or claims MARTIN GRUBER has or may have against the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE.

Claimant MARTIN GRUBER states: I have read this GENERAL RELEASE in its entirety, I fully understand its terms, and I have been given time to consider its contents. I understand that the only promises made to me to sign this GENERAL RELEASE are those stated herein. I have been given the opportunity to consult legal

GENERAL RELEASE

KNOW THAT KENNETH PILLA, Claimant in the matter entitled *Pilla v. City of Glen Cove*, in consideration of the payment of ONE HUNDRED EIGHTY EIGHT DOLLARS AND FORTY THREE CENTS (\$188.43) from the CITY OF GLEN COVE, does hereby release and discharge the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE, from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which I, KENNETH PILLA, ever had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of this RELEASE, including, but not limited to, all claims for attorney's fees, expenses, and costs.

CLAIMANT agrees and acknowledges that this GENERAL RELEASE constitutes a knowing and voluntary waiver of all rights or claims KENNETH PILLA has or may have against the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE.

Claimant KENNETH PILLA states: I have read this GENERAL RELEASE in its entirety, I fully understand its terms, and I have been given time to consider its contents. I understand that the only promises made to me to sign this GENERAL RELEASE are those stated herein. I have been given the opportunity to consult legal

counsel of my choice before signing this GENERAL RELEASE. I sign this GENERAL RELEASE knowingly and voluntarily.

This Release is contingent on the approval from the City of Glen Cove's City Council. Additionally, this Release may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this Release this 16 day of

July, 2020.



Kenneth Pilla

STATE OF NEW YORK)

ss:

COUNTY OF NASSAU)

On July 16, 2020, before me personally came KENNETH PILLA, to me known, and known to me to be the individual described in, and who executed, the foregoing RELEASE, and duly acknowledged to me that she executed the same.

AMY M. FRANKLIN
Notary Public - State of New York
Registration No. 30-4863404
Qualified in Nassau County
My Commission Expires: June 23, 2022



GENERAL RELEASE

KNOW THAT KRISTIN GOLDSTEIN, Claimant in the matter entitled *Goldstein v. City of Glen Cove*, in consideration of the payment of TWO THOUSAND SIX HUNDRED FIFTY DOLLARS AND FORTY FIVE CENTS (\$2,650.45) from the CITY OF GLEN COVE, does hereby release and discharge the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNSEL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE, from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which I, KRISTIN GOLDSTEIN, ever had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of this RELEASE, including, but not limited to, all claims for attorney's fees, expenses, and costs.

CLAIMANT agrees and acknowledges that this GENERAL RELEASE constitutes a knowing and voluntary waiver of all rights or claims KRISTIN GOLDSTEIN has or may have against the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNSEL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE.

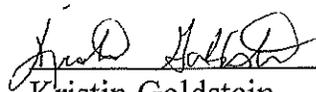
Claimant KRISTIN GOLDSTEIN states: I have read this GENERAL RELEASE in its entirety, I fully understand its terms, and I have been given time to consider its contents. I understand that the only promises made to me to sign this GENERAL RELEASE are those stated herein. I have been given the opportunity to

consult legal counsel of my choice before signing this GENERAL RELEASE. I sign this GENERAL RELEASE knowingly and voluntarily.

This Release is contingent on the approval from the City of Glen Cove's City Council. Additionally, this Release may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this Release this 15th day of July, 2020.



Kristin Goldstein

STATE OF NEW YORK)
ss:
COUNTY OF Nassau

On July 15, 2020, before me personally came KRISTIN GOLDSTEIN, to me known, and known to me to be the individual described in, and who executed, the foregoing RELEASE, and duly acknowledged to me that she executed the same.



JENNIFER BRESSINGHAM
Notary Public-State of New York
ID No. 01BR6077608
Qualified in Nassau County
Commission Expires July 18, 2022

File #: (SIR064495)

PROPERTY DAMAGE RELEASE ONLY

For the sole and only consideration of One Thousand Three Hundred Fourteen Dollars & 07/100 (\$1,314.07) receipt of which is hereby acknowledged, we discharge any and all property damage claims which Alberto Morra residing at 23 Purdue Road, Glen Cove, New York 11542 which we may have against The City of Glen Cove and his or her heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations for property damage suffered by us arising from an automobile accident which occurred on or about the 7th day of February, 2020.

We hereby acknowledge and agree that it is the purpose and intent of this instrument to constitute a full and final settlement of all property damage claims we may have arising from the said accident, up to and including, the date thereof.

We understand that the parties hereby released admit no liability of any sort by reason of said accident and that said payment and settlement in compromise is made to terminate further controversy respecting all claims for property damages, and we have heretofore asserted or that we or our personal representative might hereafter assert because of the said accident.

This Release expressly reserves to all other rights to pursue legal remedies against the other, except as to the property damage of Alberto Morra.

BY: Alberto Morra
(Please Sign)

BY: Alberto Morra
(Please Print)

STATE OF New York

COUNTY OF Nassau

On March 2, 2020, before me personally came and appeared Alberto Morra to me known and know to be the Corporation described in and who executed the foregoing instrument, and who duly acknowledged to me that they executed same.

Jason M. Valeriani
Notary Public
No. 015050323
Jurat of Office of New York
County of Nassau
My Commission Expires Oct. 10, 2021

3/4/20

Resolution 6-C



**COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV)
SUBRECIPIENT AGREEMENT**

BETWEEN THE COUNTY OF NASSAU

AND

CITY OF GLEN COVE

AND

CITY OF GLEN COVE COMMUNITY DEVELOPMENT AGENCY

THIS AGREEMENT, dated as of _____ (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Community Development having its principal office at 1 West St., Suite 365, Mineola, NY 11501 (the "OCD"), and (ii) the **City of Glen Cove**, a municipal corporation duly formed under the laws of the State of New York, (the "Subrecipient"), acting through its Mayor, having its office at 9 Glen Street, 3rd Floor, Glen Cove, New York 11542, and it's agent, (iii) **The City of Glen Cove Community Development Agency**, a corporation duly formed under the laws of the State of New York and having its principal place of business at 9 Glen Street, Glen Cove, New York 11542 (the "CDA").

WITNESSETH:

WHEREAS, the County has applied for and received Community Development Block Grant Coronavirus (hereinafter referred to as "CDBG-CV") funds from the United States Government under Title I of the Housing and Community Development Act of 1974 (the "CDBG-CV Program"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such CDBG-CV funds for activities eligible under the CDBG-CV Program in the **City of Glen Cove**; and

WHEREAS, said CDBG-CV Program is fully reimbursed by the Federal Government through the U.S. Department of Housing and Urban Development; and

WHEREAS, the Subrecipient desires to perform the activities described in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on This Agreement shall commence on March 13, 2020 and terminate on August 31, 2022.

2. Scope of Activities (Statement of Work); Budget.

(a) Activities. The Subrecipient shall provide and administer the CDBG-CV activities, as hereinafter described in accordance with the Title 24 CFR Subchapter C and with the provisions of this Agreement (hereinafter "Activities").

(i) Such Activities shall include those activities included in the CDBG-CV funds budget attached to this contract as **Exhibit A**.

(ii) The Subrecipient shall make no unauthorized changes in the CDBG-CV Program Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Subrecipient and approval by the Director of the OCD. All other changes must be amended in accordance with Section 13 of this Agreement

(b) Budget. The Subrecipient has submitted for approval to OCD a detailed CDBG-CV funds budget, which, in its approved form, is attached hereto as **Exhibit A** (hereinafter "Budget"). The County and the Subrecipient may mutually agree to revise said budget from time to time in accordance with existing County and/or HUD policies. The County will pay to Subrecipient CDBG-CV funds consistent with Subrecipient's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Subrecipient will be made for eligible expenses actually incurred and shall not exceed actual cash requirements. Payments shall be adjusted by the County in accordance with the advance of CDBG-CV funds and CDBG-CV Program income balances available in Subrecipient accounts.

3. Performance Monitoring

(a) OCD shall monitor the performance of the Subrecipient in accordance with the goals and performance standards as set forth in Title 24 of the CFR Parts 85 and 570 and as stated and required herein. Substandard performance as reasonably determined by OCD, in its discretion, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time from receipt of written notification by OCD, the County may take remedial action, including but not limited to the initiation of contract suspension and/or termination procedures in a manner consistent with the applicable federal regulations.

(b) The Subrecipient shall monitor all subcontracted Activities on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to OCD on a quarterly basis or as otherwise required by the County or OCD but not more frequently than monthly. However, where such report indicates non-compliance, the Subrecipient shall provide additional reports at the

County's request; such reports shall be supported by documented evidence of follow-up actions taken to correct areas of noncompliance.

4. Procurement and Subcontracts:

(a) The Subrecipient shall comply with its procurement procedures which reflect applicable State and local laws, rules and regulations provided that the procurements conform to all applicable Federal law and the standards contained in 24 CFR 85.36. These standards include, without limitation, maintaining (i) a contract administration system; (ii) a written code of conduct governing the performance of employees engaged in the award and administration of contracts, which code shall include conflicts of interest provisions; (iii) a procedure for certification of a contractor or subcontractors eligibility (24 CFR 85.35); and (iv) a system to ensure compliance with affirmative action laws and regulations.

(b) Upon request of the County, the Subrecipient shall make available for review technical specifications and procurement documents on proposed procurements, including but not limited to, invitations for bids, requests for proposals, cost estimates, and bonding requirements. The County shall use best efforts to make such requests prior to the commencement of the procurement solicitation.

(c) The Subrecipient shall ensure that all of its contracts with providers contain **Exhibit D** and language which reflects the requirements listed in 24 CFR section 85.36(i).

(d) The Subrecipient shall procure materials in accordance with the requirements of 24 CFR 570.502.

(e) The Subrecipient shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with CDBG-CV funds provided herein. Upon termination of this Agreement, all program assets, including property, equipment and program income resulting from the sale thereof, shall be disposed of in accordance with 24 CFR 84.32-.35 and 24 CFR 570.504

(f) The provisions of this section shall survive the termination of this Agreement.

5. Payment.

(a) Amount of Grant. The amount to be paid to the Subrecipient for the provision and administration of Activities under this Agreement shall be the total budget amount included in the CDBG-CV funds budget attached to this contract as **Exhibit A**, payable as follows: Advance payments as provided in Section 2(b) and drawdowns for the payment of eligible expenses shall be made upon standard Nassau County claim vouchers certified by the Subrecipient, reviewed and approved by OCD for eligibility under the CDBG-CV Program and for compliance with the terms of this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Subrecipient as either an advancement or a reimbursement and shall be expressly

contingent upon (i) the Subrecipient submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Activities performed and the payment requested as reimbursement for such Activities, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Subrecipient during the preceding month, and (ii) review, approval and audit of the Voucher by the OCD and/or the County Comptroller or his or her duly designated representative (the "Comptroller"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR Part 85.

(c) Timing of Payment Claims. The Subrecipient shall use its best effort to submit payment claims no later than three (3) months following the provision of the Activities that are the subject of the claim. The parties recognize that Vouchers submitted for Activities provided during the term of this Agreement but prior to its execution shall be submitted later than three months following the provision of Activities.

(d) Reimbursement by the Subrecipient Upon Loss of Funding. In accordance with the relevant regulations under Title 24 CFR and in addition to any other remedies available to the County, in the event that the County loses funding from the Federal Government for any Activities arising out of or in connection with any act or omission of the Subrecipient or a Subrecipient Agent, the Subrecipient shall pay the County, on demand, or the County shall debit the Subrecipient's account for the full amount of lost funds along with penalties or fines, if any, assessed by the Federal Government..

(e) No Duplication of Payments. Payments for the Activities to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under any other agreements made between the Subrecipient and any funding source including the County.

6. Independent Contractor. The Subrecipient is an independent contractor of the County. The Subrecipient shall not, nor shall any officer, director, employee, servant, agent or independent contractor or subcontractor of the Subrecipient (a "Subrecipient Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

7. No Arrears or Default. The Subrecipient hereby warrants and represents that it is not in arrears to the County upon any debt or contract, and it is not in default as surety, contractor, or otherwise upon any obligation to the County whatsoever, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

8. Compliance With Law.

(a) The Subrecipient shall comply with any and all applicable Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Subrecipient is bound by and shall comply with the terms of **Appendices EE** if applicable, **Exhibit B** and the Urban County Cooperation Agreement (**Exhibit C**), which are 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.

(b) Other HUD Program Requirements. The Subrecipient shall carry out the Activities in compliance with all laws and regulations contained in subpart K of part 570 of Title 24 CFR, and as may be amended from time to time, except that the Subrecipient shall not assume the County's environmental responsibilities described in 24 CFR 570.604 or the review process responsibilities under 24 CFR part 52. The Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR §570.502.

(c) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(d) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

9. Minimum Performance Standards. Regardless of whether required by Law:

(a) The Subrecipient shall, and shall cause Subrecipient Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Subrecipient shall provide and administer Activities under this Agreement in a professional manner consistent with the best practices of the industry in which the Subrecipient operates. The Subrecipient shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining, maintaining and causing all Subrecipient Agents to obtain and maintain all approvals, licenses, and certifications (“Approvals”) necessary or appropriate in connection with this Agreement.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Subrecipient shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Subrecipient has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

10. Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement, shall be controlled by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event, a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate.

11. Indemnification; Defense; Cooperation.

(a) The Subrecipient shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the “Indemnified Parties”) from claims, suits, actions, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees and disbursements) (“Losses”), arising out of the acts or omissions of the Subrecipient or a Subrecipient Agent in any performance under this Agreement. These Losses shall include those in connection with any investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Subrecipient shall not be responsible for that portion, if any, of a Loss that is caused by the negligent acts or omissions of the County.

(b) The Subrecipient shall, upon the County’s written demand and at the County’s direction, promptly and diligently defend, at the Subrecipient’s sole expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Subrecipient shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Subrecipient's obligation to defend, indemnify and hold harmless the County shall be subject to the County having given the Subrecipient prompt written notice of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Subrecipient's expense, for the defense or settlement thereof. The Subrecipient shall not settle such claim or related action in a manner, which imposes any obligation on the County without the prior written consent of the County (which consent shall not be unreasonably withheld).

(d) The Subrecipient shall, and shall require Subrecipient Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(e) The County and the Subrecipient shall cooperate and confer and reach agreement prior to the County entering into a settlement of a claim.

(f) For purposes of paragraph (a) above, the term "expense" shall not be deemed to include payment for labor or services of a County employee.

The provisions of this Section shall survive the termination of this Agreement.

12. Insurance.

(a) Types and Amounts. The Subrecipient shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000.00) aggregate (iii) compensation insurance for the benefit of the Subrecipient's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may reasonably request from time to time. Notwithstanding the foregoing, the insurance required under this Agreement shall at a minimum be sufficient to protect the Agreement assets from loss due to theft, fraud or undue physical damage. The Subrecipient shall at all times comply with the bonding and insurance requirements of 2 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) In the event that the Subrecipient is self-insured, the Subrecipient shall, upon execution of this Agreement, provide written notice of same to the County.

(c) Acceptability; Deductibles. All insurance required herein shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and is an A rated company and (ii) in form and substance reasonably acceptable to the County. The Subrecipient shall be solely responsible for the payment of all deductibles to which such policies are subject.

(d) Contractors and Subcontractors. The Subrecipient shall, where circumstances are such that said insurance is reasonable and necessary, require any contractor or subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required under subparagraph (a) and shall ensure that such contractors and subcontractors comply with the requirements of this Section.

(e) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the OCD. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Subrecipient shall provide written notice to the OCD of the same and deliver to the OCD renewal or replacement certificates of insurance. The Subrecipient shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverage. The failure of the Subrecipient to maintain Workers' Compensation Insurance shall render this Agreement voidable.. The failure of the Subrecipient to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider an event of non-compliance.

13. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. The Subrecipient shall ensure recognition of the role of the grant or agency in providing Activities through this Agreement.

15. Suspension and Termination.

(a) For Convenience.

(i) This Agreement may be terminated for convenience in accordance with 24 CFR 85.44. Notice of termination shall be delivered at least thirty (30) days prior to the effective date of termination. Where the Subrecipient requests partial termination, the County may, upon the determination that the remaining portion of the award will not accomplish the purposes for which the award was made, terminate the award in its entirety.

(ii) All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient shall, at the County's option, become the property of the County. The Subrecipient shall be entitled to receive reasonable compensation for any satisfactory work completed on such documents or materials prior to termination for convenience.

(b) Noncompliance.

(i) Where the Subrecipient fails to materially comply with any term of an award, whether stated in any Federal statute or regulation, an assurance, a State plan or application or notice of award or elsewhere, the County may, in accordance with 24 CFR 85.43(a) and in addition to any legally available remedy: temporarily withhold cash payments; disallow all or part of the cost of an activity or action; wholly or partly suspend or terminate the award for the Subrecipient's program; withhold future awards.

(ii) The County shall provide the Subrecipient with an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under statute or regulation applicable to the action involved.

(iii) Pursuant to 24 CFR 85.43(c), costs incurred by the Subrecipient during suspension or after termination of an award shall not be allowed without the express written approval of the County.

(c) Accounting Upon Termination; Reversion of Assets. Within thirty (30) days of the termination of this Agreement and in accordance with 24 CFR 570.503, the Subrecipient shall provide the OCD with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination. Real property in the Subrecipient's control at the time of termination shall be used or disposed of in accordance with the above referenced regulation.

(d) Reimbursement Upon Termination. Payment to the Subrecipient following termination shall be in accordance with 24 CFR 85.43 but in no event shall payment exceed authorized expenditures made prior to termination

16. Accounting Procedures; Records.

(a) The Subrecipient shall comply with 24 CFR Part 85 and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred; and agrees to comply with the compliance requirements applicable to the Federal program including the audit requirements of 2 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Subrecipient shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if a Subrecipient or a Subrecipient contractor or subcontractor is a non-profit entity, that entity must comply with the accounting guidelines set forth in 2 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) The Subrecipient shall maintain all financial and programmatic records required by the Federal regulations specified in 24 CFR Part 570, including relevant provisions contained in 24 CFR Part 85, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- (ii) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-CV Program;
- (iii) Records required to determine the eligibility of activities;
- (iv) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV assistance;
- (v) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (vi) Financial records as required by 24 CFR Parts 570.502 and 85; and
- (vii) Other records necessary to document compliance with 24 CFR 570.

Such Records shall at all reasonable times be available for audit and inspection by the County Comptroller or his or her duly designated representative, the OCD, any other governmental authority with jurisdiction over the performance of Activities and the provision of Services hereunder and/or the payment therefore, and any of their duly designated representatives.

The Subrecipient shall require each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(c) Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for Activities and Services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the OCD for monitoring and auditing purposes.

(d) Property Records. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria.

(e) Close-Outs. Subrecipient obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income

balances, and receivable accounts to the County), and determining the custodianship of records.

(f) National Objectives. The Subrecipient warrants, covenants and agrees to maintain documentation that demonstrates that the activities carried out by it with CDBG-CV funds provided under this Agreement meet one or more of the CDBG-CV program's National Objectives, that is: 1) benefit low and moderate income persons; 2) aid in the prevention or elimination of slums or blight; and 3) meet community development needs having a particular urgency; as defined in 24 CFR Part 570.208.

(g) Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby warrants, covenants and agrees to have an annual agency audit conducted in accordance with current local policy concerning Subrecipient audits.

17. Program Income. The use and disposition of program income shall comply with the provisions of 24 CFR 92.503, et seq., 24 CFR 92.504, et seq., and with any determinations made by the County. In furtherance of the foregoing:

(a) The Subrecipient shall retain program income during the term of the current Cooperation Agreement, which is incorporated herein by reference and attached hereto as Exhibit C, provided, however, that such income is applied only to those Activities identified to be funded by such monies in the Subrecipient's Budget or if not so identified, as approved by the County

(b) The Subrecipient shall disburse all program income for eligible Activities before additional monies are transferred to the Subrecipient by the County.

(c) No more than 20% of the total of CDBG-CV Program Income expended by the Subrecipient during any program year shall be used for administrative and planning charges.

(d) At the expiration of the term of the Cooperation Agreement, the Subrecipient shall transfer to the County all program income and any accounts receivable attributable to the use of CDBG-CV funds.

(e) The Subrecipient shall report to the County on a monthly basis all program income generated and disbursed.

(f) The provisions of this Section 17 shall survive the termination of this Agreement.

18. Monitoring by Subrecipient.

(a) The Subrecipient shall monitor all subcontracted services on a regular basis to ensure agreement compliance. The results of monitoring efforts shall be summarized in written reports. Where such monitoring reveals areas of non-compliance by subcontractors, the Subrecipient shall submit reports supported with documented evidence of follow-up action taken to correct areas of noncompliance.

(b) The Subrecipient shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement.

(c) The Subrecipient shall undertake to ensure that, where required, all subcontracts let in the performance of this Agreement shall be awarded in a fair and open competition basis in accordance with 24 CFR Part 85. Upon request, executed copies of all contracts and subcontracts shall be forwarded to OCD along with documentation concerning the selection process.

19. Relocation, Acquisition and Displacement. The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable County ordinances, resolutions, and policies concerning displacement of individuals from their residences.

20. Limitations on Actions and Special Proceedings Against the County; Notice. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless at least thirty (30) days prior to seeking relief the Subrecipient shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Subrecipient shall send or deliver copies of the documents presented to the Applicable DCE under this clause 20 to each of (i) the OCD and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Subrecipient shall allege that the above-described actions and inactions preceded the Subrecipient's action or special proceeding against the County.

21. Work Performance Liability. The Subrecipient is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Subrecipient is using a Subrecipient Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Subrecipient Agent has been approved by the County.

22. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims

or actions with respect to this Agreement shall be in the Federal Court in Islip, New York or the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State or the Code of Federal Regulations, whichever is applicable, without regard to the conflict of laws provisions thereof.

23. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the OCD, to the attention of the Director at the address specified above for the OCD, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Subrecipient shall obtain from the OCD) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Subrecipient, to the attention of the person who executed this Agreement on behalf of the Subrecipient at the address specified above for the Subrecipient, or in each case to such other persons or addresses as shall be designated by written notice given to the other parties.

24. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this sub-clause will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions in conflict shall be resolved in the following order: (i) Exhibit A shall prevail, (ii) the terms and conditions set forth above the signature page shall control, (iii) Exhibit B and Appendix EE and finally, (iv) all other schedules, exhibits, appendixes and/or attachments. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

25. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties hereto 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.

27. Executory Clause. 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 modification of this Agreement) to any Person unless (i) all relevant and required County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to provide funding to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, which shall include funds made available to the County from the Federal Government.

IN WITNESS WHEREOF, the Subrecipient and the County have executed this Agreement as of the date first above written.

CITY OF GLEN COVE

By: _____

Name: Tim Tenke

Title: Mayor

Date: _____

CITY OF GLEN COVE CDA

By: _____

Name: Ann S. Fangmann, AICP

Title: Executive Director

Date: _____

NASSAU COUNTY

By: _____

Name:

Title:

Date: _____

PLEASE EXECUTE IN BLUE INK

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ___ day of _____ in the year **2020** before me personally came **Tim Tenke** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **Mayor of the City of Glen Cove**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the Board of Trustees.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ___ day of _____ in the year 2020 before me personally came **Ann S. Fangmann**, to me personally known, who, being by me duly sworn, did depose and say she resides in the County of Nassau; that she is the **Executive Director of the City of Glen Cove Community Development Agency**, the public benefit corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto pursuant to a resolution adopted by the members of the City of Glen Cove Community Development Agency.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the ___ day of _____ in the year 2020 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the County of Nassau; that he/she is the _____ of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Exhibit A
Budget

The total budget under this contract is One Hundred Eighty Thousand Dollars (\$180,000)

All funds under this Agreement to be used for activities to prevent, prepare for and respond to the Coronavirus-19 pandemic.

The subject activity/ies will address the CDBG national objective of low/mod income benefit by benefiting a limited clientele, at least 51% of whom, have a documented household income of no more than 80% of the Area Median Income for Nassau and Suffolk Counties. The subrecipient is required to collect and maintain records to document compliance with this requirement.

GCCV-01	PF&I - Protective Screening Containment of COVID-19	Public Facilities Improvement funding to be used to reopen the City of Glen Cove Senior Center, Youth Bureau, and Parks due to-closure from COVID-19. Funds to be used to protect the physical health of the employees who serve the residents who enter those facilities to provide essential services while providing protections for health and safety of all who enter. City of Glen Cove Youth Bureau located at 128b Glen Street and City of Glen Cove Senior Center located at 130 Glen Street. These two entities are in separate buildings in the City of Glen Cove but provide essential services to help low/moderate income through this crisis. Funds to be used to purchase and install barriers and screening methods for the containment of the virus including but not limited to the following: plexiglass partitions, barriers, and/or individual (wellness) booths for interactions with the public. Outdoor tents may be required to conduct programs in a socially distant manner. The public bathrooms in both of these buildings as well as the City parks (Morgan Park, Stanco Park and Pryibil Beach) will require touchless faucets, hand dryers, toilet flushing and hand sanitizer dispensers throughout these properties to reduce spread	\$75,000.00
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		<p>of the virus.</p> <p>Budget - \$75,00. Funding includes administrative cost of staff salaries, benefits and supplies to administer the program. Proposed number of beneficiaries that will benefit from CDBG-CV funding is 1800</p>	
GCCV-02	PS - Personal Protective Equipment	<p>Funding will be used for the Senior Center and Youth Bureau for Personal Protective Equipment (PPE) such as masks, gloves, face shields and sanitizing products/equipment in order to protect both staff and visitors, as all interact with the public in the provision of public services. Supplies and equipment to include hand sanitizer pumps and/or portable hand washing stations to be purchased and installed at the agencies, Downtown Business District, and public parks. Funds will also be used to procure temperature scanners for all who enter the facilities as well as have masks and gloves for the members to participate in programs.</p> <p>Budget -: \$75,000. Funding includes administrative cost of staff salaries, benefits and supplies to administer the program</p> <p>Proposed number of beneficiaries that will benefit from CDBG-CV funding is 1800</p>	\$75,000.00
GCCV-03	PS - Glen Cove Boys & Girls Club at Lincoln House	<p>Funds will be used to prepare the facility for a safe re-opening due to COVID-19. Reopening the center for the summer program will ensure that members' parents can confidently return to work knowing that their children are in a safe place during summer while schools are out of session and to offer an opportunity for their children to continue to learn and grow.</p> <p>Without our services, most youth would have nowhere else to turn and this is especially true</p>	\$5,000.00

		<p>during the summer months when school is out of session. The majority of the members are economically disadvantaged and require access to supplemental educational support and programs that provide training and help develop conflict resolution skills, making them more susceptible to high risk behavior leading to an increase in school dropouts, drug and alcohol use and violent or gang-related behavior. Due to COVID-19, funds to be used to make the Club as safe as possible by installing plexiglass barriers to many spaces within the Club that are vulnerable to spatial distancing including the Technology Lab, the Games Room and Learning Center. High level of cleaning and disinfecting will take place for all rooms, common areas and frequently touched surfaces. With COVID-19, kids will actually be out of school for six months should schools reopen in September. The purchase of mask, gloves and other necessary PPE will be necessary.</p> <p>With more kids on the computers at the same time an upgrade to the Wi-Fi bandwidth will be necessary..</p> <p>The return to Club is a critical transition back to normalcy for kids but will be handled with the understanding that COVID-19 still a real and looming threat. The facility will be well prepared but other precautions will be taken throughout the six-week program. This entails a well-planned child drop-off/pick-up plan with limited interaction with parents, training staff with a general preparedness routines and social distancing strategies, observing youth through daily temperature checks and any signs of illness while tracking attendance and monitoring absences to help with contact</p>	
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		<p>tracing if and when necessary. Kids will be taught to adopt everyday preventative actions like washing hands frequently and appropriately covering their face when coughing and to prevent the spread of the disease. They will be equipped with hand sanitizers and taught how to use them effectively. An isolation area will be created to be used to safely separate a sick child until their parent can pick them up.</p> <p>Funds under this Agreement will also be used to defray the costs of salaries, fringe benefits and other operational costs (including but not limited to the payment of rent and utilities and program audits).</p> <p>Proposed number of beneficiaries that will benefit from CDBG-CV funding is 100</p>	
GCCV-04	PS - Glen Cove Senior Center Glen Cove Senior Center Counseling Program (COVID Expansion)	<p>Funds will be used to cover the additional costs of the existing Senior Program due to COVID-19. Glen Cove Senior Center request for emergency public service program funding: The in-house social worker who provides counseling services under the very successful ""Project Beacon"" program, which provides walk in counseling services to the senior center membership to address an array of emotional, socio-economic and family issues, has seen a sharp increase in requests for counseling services and referrals as a result of COVID-19 due to isolation and fear. The social worker and Executive Director will provide virtual group counseling sessions for seniors who have computer access.. Funds to be used to provide more members with computers for access to our exercise programs, painting classes and online entertainment. The intent is to assist Seniors to use the computer to navigate through services such as grocery delivery, Facebook, and the website to help</p>	\$5,000.00

		<p>them feel connected and provide more normalcy during COVID-19 pandemic</p> <p>The funding will be used toward the salary/benefits of the social worker.</p> <p>Funds under this Agreement will also be used to defray the costs of salaries, fringe benefits and other operational costs (including but not limited to the payment of rent and utilities and program audits).</p> <p>Proposed number of beneficiaries that will benefit from CDBG-CV funding is 800</p>	
GCCV-05	PS - SAFE Community Walk In Counseling Program	<p>Funds will be used for the Substance Abuse Free Environment (SAFE) Community Walk In Program. The Program will provide free evaluation and referral services for individuals in need of assistance with the following issues: mental health and/or chemical dependency, food cards (Supplemental Nutrition Assistance Program/SNAP), evictions, homelessness, shelters, Family Court advocacy, elder care, elder abuse, elder attorney, child abuse/CPS, day care, library services, domestic violence, Medicaid transportation, Women with Infants and Children (WIC), clothing, Senior Center referrals/coordination of services, community service placement, anger management referrals, resume preparation/job search, Home Energy Assistance Program (HEAP), divorce, child abuse/neglect, spousal abuse, elder abuse, unemployment, housing and financial concerns, marital and family issues and general health issues.</p> <p>Due to the COVID-19 Pandemic, the Program has seen an increase in services, going from approximately 12 clients a month to 40. New</p>	\$5,000.00

		<p>families identified by SAFE’s bi-lingual Outreach Worker are experiencing the following issues due to COVID-19: Unemployment, bereavement, family disorganization, rent assistance, food, housing, childcare, disorders of childhood, domestic violence/abuse related to alcohol and substance use, mental and physical disabilities.</p> <p>To address the Pandemic more suitably, SAFE has added a COVID-19 web page to their site and has provided bi-lingual Parent Universities via Zoom to support struggling families during this difficult time. Due to COVID-19 the Program is exceeding its current budgeted allowance. SAFE is seeking the additional funding to cover the cost of the additional hours expended by the social worker and bi-lingual outreach worker to continue to provide this needed service to Glen Cove’s most at –risk populations.</p> <p>Funds under this Agreement will also be used to defray the costs of salaries, fringe benefits and other operational costs (including but not limited to the payment of rent and utilities and program audits).</p> <p>Proposed number of beneficiaries that will benefit from CDBG-CV funding is 100.</p>	
GCCV-06	PS - Glen Cove Child Day Care Center Summer Program	<p>Funding to be used to make the facilities safe following the COVID-19 reopening of business and services. Reopening the center for the summer program will enabling our members’ parents can confidently return to work knowing that their children are in a safe place during summer while schools are out of session</p> <p>Without the daycare services, most of our</p>	\$5,000.00

		<p>youth would have nowhere else to turn and this is especially true during the summer months when school is out of session. In order to make the Club as safe as possible, funds will be used to install plexiglass barriers to many spaces within the Club that are vulnerable to spatial distancing. Furthermore, funds will be used for cleaning and disinfecting all rooms, common areas and frequently touched surfaces such as workstations, keyboards, touchscreens, printers, computers doors, knobs, etc. This year's Summer Program will be more critical than ever before as it will not only provide members with a safe place to go to during the summer break so that parents/guardians can return to work feeling secure that their children are in a protected environment. The Day Care will also need to have on hand masks, disposable gloves, plexiglass partitions, isolation areas for drop off/pick up, and PPE including hand sanitizing machines and products for necessary protection purposes as required. The unlikelihood of off-site field trips will translate into more virtual field trips and increased technology accommodations. The most important impact we are making during this pandemic is to provide our youth with a positive outlook.</p> <p>Funds under this Agreement will also be used to defray the costs of salaries, fringe benefits and other operational costs (including but not limited to the payment of rent and utilities and program audits).</p> <p>Proposed number of beneficiaries that will benefit from CDBG-CV funding is 100</p>	
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GCCV-07	PS - Glen Cove Youth Bureau Summer Youth Employment Program (COVID Expansion)	<p>Funds will be used for the expansion of the summer employment for the youth of Glen Cove. Due to the COVID-19 pandemic the summer camp program will not be run by the City of Glen Cove. Therefore, the Youth Bureau will increase their Summer Youth Employment Program to provide more opportunities for our youth to participate in summer employment program by providing more trainings and assist in job hunts and searches through placement within municipal buildings and local businesses, further helping the community by providing "free" employment. The additional COVID -19 funding will be added to the 45th year Summer Youth Employment Program budget to increase the number of participants in the program. The funding will be used toward salaries of the summer youth employment program participants.</p> <p>Funds under this Agreement will also be used to defray the costs of salaries, fringe benefits and other operational costs (including but not limited to the payment of rent and utilities and program audits).</p> <p>Proposed number of beneficiaries that will benefit from CDBG-CV funding is 175</p>	\$5,000.00
GCCV-08	PS - EOC Youth/Family Services Outreach Program	<p>Funds will be used to provide emergency services to Glen Cove Equal Opportunity Commission (EOC): The COVID-19 pandemic has affected the country causing challenges and straining health care resources, school businesses, public service agencies, and our community residents. As a community action agency, the EOC of Glen Cove mission is to be a supportive tool that improves the quality of life for the City's senior citizens, youths, low-income families, and the</p>	\$5,000.00

		<p>homeless. The EOC is located on site of the Glen Cove Housing Authority and provides direct clientele need in a low/moderate income area. Public Service agencies are struggling to meet the needs of those in need. The EOC agency will utilize funding to assist all eligible low/moderate income residents in need, working in cooperation with the Inter-Agency Council (IAC) consisting of 50 organizations who collaborate and respond to urgent needs of the community, as follows:</p> <ul style="list-style-type: none"> * Youth- Academic/Educational Support- School supplies, iPad, computers, recreational equipment. Salary of youths to have opportunity work through summer assisting agency and staff (social distancing). An equipment inventory will be developed for any computer equipment purchased. * Adult Education- hiring a instructor to conduct GED and health care training course that will result in future employment. * Personal Protective Equipment (PPE) – Masks, gloves, disinfecting, hygiene, safety, etc. for staff and distribute to residents to continue practicing health and safety protocols. * Food- for those who require fresh nutritional diets. Non-perishable food pantry. Cooking equipment for those who don't have a kitchen to cook hot meals (i.e. hot plates, air fryer) * Transportation Services- Monies for round-trip taxi fare, metro cards <p>Funds under this Agreement will also be used to defray the costs of salaries, fringe benefits and other operational costs (including but not limited to the payment of rent and utilities and program audits).</p> <p>Proposed number of beneficiaries that will</p>	
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		benefit from CDBG-CV funding is 100	
GCCVTotal			\$180,000.00

Additional Provisions:

- 1) In the event of any conflict between the Agreement and **Exhibit A**, the provisions of **Exhibit A** will control.
- 2) Whereas the expenditure of these federal funds varies per project and based upon federal eligibility requirements making certain provisions of this Agreement inapplicable to one project but applicable to another project; OCD, in its sole discretion, can waive any requirements of the Subrecipient under this Agreement. Provided however, that such a waiver is not in violation of Federal and/or Nassau County requirements, program regulations and/or applicable laws. Said waiver can be granted only by the Executive Director/Director of OCD and is intended to maximize the efficiency of the programs.
- 3) The Subrecipient shall ensure that any contract entered into with another party/third party as a result of this Agreement and/or to assist in the completion of the Activities under this Agreement are bound by the terms of this Agreement and all applicable laws, including but not limited to federal regulations and HUD program guidelines. The applicable federal statutes shall be listed in any applicable third party agreements and shall be strictly adhered to. Failure to comply with this provision may result in recapture of funds allocated by this Agreement. Should HUD seek repayment of funds from Nassau County as a result of the Subrecipient failure to comply with this provision, then the Subrecipient shall be responsible for repayment of those funds to the County.
- 4) All subcontracts/third party contracts must contain **Exhibit D** of this Agreement as part of their agreement.
- 5) Administrative Service Charge. In accordance with Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, the administrative service charge for this Agreement has been waived.
- 6) When publishing materials, such as signs or brochures, that concern this Agreement, the Subrecipient shall ensure recognition of the Nassau County Office of Community Development (OCD). A copy of all such materials must be forwarded to the OCD prior to publication for approval.

Timeline for completion of Activities:

In accordance with 24 CFR 570.503 (b) (1), the Subrecipient shall complete all of the Activities for which funding is being provided and as identified within this Agreement by **August 31, 2022**. OCD, in its sole discretion can extend the anticipated completion date in accordance with the provisions of this Agreement and HUD regulations. Such an extension shall not be unreasonably withheld by OCD.

Exhibit B

Additional Federal Requirements

I. GENERAL FEDERAL CONDITIONS:

A. General Compliance. The Subrecipient, Developer or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG-CV)] including subpart K of these regulations, except that:

1. The Subrecipient, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act “NEPA” Review), and

2. The Subrecipient, Developer or Contractor does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52.

3. The Subrecipient, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

4. The Subrecipient, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Subcontract Requirements. In the event that the Subrecipient, Developer or Contractor subcontracts to another subcontractor or organization, the Subrecipient, Developer or Contractor must prepare and enter into a written subcontract. The Subrecipient, Developer or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient, Developer or Contractor will be responsible for monitoring the subcontractor or subgrantee for performance.

C. General Conduct

1. Hatch Act. The Subrecipient, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Prohibited Activity. The Subrecipient, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

3. Conflict of Interest. The Subrecipient, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient, Developer or Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient, Developer or Contractor shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV-assisted activity, or with respect to the proceeds from the CDBG-CV-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

4. Lobbying. The Subrecipient, Developer or Contractor hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:

d. It will execute and comply with the Lobbying Certification obligation as follows:

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

5. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities. The Subrecipient or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

II. ENVIRONMENTAL CONDITIONS

A. General Environmental Compliance. The Subrecipient, Developer or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain CDBG-CV activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
- B. National Environmental Policy Act Review. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Subrecipient or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with CDBG-CV monies.

1. Subrecipients, Developers and Contractors are required to fully comply with all federal and state environmental and historic regulations. The goals of these

regulations are to assure that development is compatible with environmental and historic conditions and does not adversely impact environmental and historic conditions, and that the users of the project will be given a safe, healthy, and enjoyable environment.

2. Nassau County has been designated by HUD to conduct NEPA Review on each activity funded with HUD funds. This entails determining the impact of the project on the environment and the historic nature of the community as well as the impact of the environment on the project.

3. *Subrecipient, Developer or Contractor must supply the County's designated Environmental Officer with sufficient detail about each project to complete an environmental review.*

4. *To the extent to which NEPA requirements are applicable, the NEPA review process must be completed and the release of funds approved before OCD commits any funds on any activity or project. Additionally, until the release of funds has been approved, non-federal funds can not be committed if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The County will provide the Subrecipient, Developer or Contractor with notification regarding the release of funds.*

C. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Subrecipient, Developer or Contractor *shall obtain and maintain as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) flood insurance under the National Flood Insurance Program* Flood maps are available at <http://www.fema.gov/index.shtm>

D. Lead-Based Paint.

1. The Subrecipient, Developer or Contractor shall comply with HUD Lead-Based Paint Regulations found at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (the "Lead Rule") when undertaking any construction or rehabilitation of residential structures with assistance provided under this Agreement. The Lead Rule requires compliance with lead paint risk assessment, paint evaluation and testing, and the use of interim controls or abatement when necessary, depending upon the amount of Federal funds applied to a property. The regulations further require the proper training and certification of all contractors undertaking rehabilitation activities.

2. Notification: Such regulations pertain to all CDBG-CV-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Proper notification is made by providing the EPA brochure entitled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools. " This brochure is available on HUD's website at:

<http://www.hud.gov/offices/lead/library/lead/renovaterightbrochure.pdf>

This brochure may be reproduced by the Subrecipient, Developer or Contractor and should be distributed as broadly as possible. The brochure has a form attached which must be used to document receipt of the brochure by homeowners or tenants before

rehabilitation activities are undertaken. Subrecipients, Developers or contractors who undertake rehabilitation programs shall retain the documentation of the receipt of the brochure with program files.

3. Nassau County Department of Health is part of the New York State and US Centers for Disease Control Childhood Lead Poisoning Prevention program, which includes monitoring the testing of children under the age of seven for elevated levels of lead. Nassau County Department of Health should be contacted if the Subrecipient, Developer or Contractor identifies children who may need blood lead level screening.

E. Historic Preservation.

1. The Subrecipient, Developer or Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

2. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. This will be done as part of the NEPA review process.

III. EMPLOYMENT CONDITIONS

A. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

B. Labor Standards.

1. The Subrecipient, Developer or Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

2. The Subrecipient, Developer or Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the related implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient, Developer or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OCD for review upon request.

3. Davis Bacon Threshold: The Subrecipient, Developer or Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in

excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient, Developer or Contractor of its obligation, if any, to require payment of the higher wage.

4. Inclusion in Contracts: The Subrecipient, Developer or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
 - Federal Labor Standards Wage Determination: NY080013
 - Federal Labor Standards Provision: (HUD 4010)
 - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
 - Project Wage Sheet: HUD Form 4720 or the entire wage decision.
 - Notice to All Employees Poster: Form WH1321 – located at <http://www.dol.gov/esa/whd/regs/compliance/posters/fedprojc.pdf>
- If a work classification is not included in the wage decision (HUD 4230a) – it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- If applicable, Developer's/Subrecipient's/Contractor's /Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Subrecipient or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.

- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.

5. Nassau County OCD Review: Subrecipient, Developer or Contractor should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.

6. Subrecipient, Developer or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) to OCD to compile and send to HUD Office of Labor Relations.

C. Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.

1. General. Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, (hereinafter "Section 3") requires that when HUD financial assistance to housing and community development programs results in the generation of economic opportunities in a community, such opportunities should be directed toward low and very-low income persons.

Providing Economic Opportunities through Hiring Low and Very Low Income Persons. The Subrecipient, Developer or Contractor shall further ensure that new job opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- (at or below 80% of HUD Area Median Income) and very low-income persons (at or below 50% of HUD Area Median Income) residing within the Nassau County Consortium. Where feasible, priority in hiring for new jobs should be given to low- and very low-income persons *within the service area of the project or the neighborhood in which the project is located*, and to low- and very low-income participants in other HUD programs.

Providing Economic Opportunities through Contracting with Section 3 Certified Businesses: When feasible, contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects should first be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Nassau County Consortium and to low- and very low-income participants in other HUD programs. A Section 3 business concern must be approved first through application to OCD.

2. Section 3 Threshold: The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and, as such is subject to the requirements of Section 3 requires that to the greatest extent

feasible opportunities for training and employment shall be given to low and very low income residents of the area of the Section 3 covered project. Section 3 applies to:

- Projects for which HUD's share of the project costs exceeds \$200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share or project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.
- Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.

3. Subrecipient, Developer or Contractor Responsibilities Pursuant to Section

3. Each Subrecipient, Developer or Contractor that receives financial assistance subject to Section 3 compliance (and their contractors or subcontractors) are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities that are created during the expenditure of covered funding. This responsibility includes:

- Implementing procedures to notify Section 3 residents and business concerns about training and employment opportunities generated by Section 3 covered assistance;
- Implementing procedures to notify Section 3 business concerns about the availability of contracting opportunities generated by Section 3 covered assistance;
- Notifying contractors on Section 3 covered projects of their responsibilities prior to their completion of work;
- Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
- Facilitating the training and employment of Section 3 residents and the awarding of contracts to Section 3 business concerns;
- Assisting and actively cooperating with the OCD in obtaining the compliance of contractors and subcontractors;
- Refraining from entering into contracts with contractors who are in violation of the Section 3 regulations;
- Documenting actions taken to comply with Section 3; and
- Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

4. Preferences for Section 3 Business Concerns. Section 3 also requires that contracts for work in connection with a covered project be awarded to business concerns which are located in the area of the Section 3 covered project or owned in substantial part

by persons residing in the area. In housing and community development programs, where feasible, priority consideration should be given, to:

- Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located; and
- Applicants selected to carry out Youthbuild programs (category 2 businesses); and
- Other Section 3 business concerns.

5. Section 3 Clause Inclusion in Contracts as required by 24 CFR part 135.38. All Section 3 covered contracts shall include the following clause in full (referred to as the Section 3 clause which is below in italics):

- A. *The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.*
- B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.*
- C. *The contractor agrees to send to each labor organization or workers' representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment position can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number of jobs and the job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- D. *The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the*

subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

6. Compliance. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Subrecipient or Contractor and any of the Subrecipient or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, Developer or Contractor and any of the Subrecipient, Developer or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Subrecipient, Developer or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. The Subrecipient, Developer or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT

A. In the event that a Subrecipient, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the

Subrecipient or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.

B. The Subrecipient, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at:

<http://www.hud.gov/offices/cpd/library/relocation/index.cfm>

C. The Subrecipient, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-CV-assisted project. The Subrecipient, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain- Related Activities. This Notice can be accessed at:
http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg_071706.pdf

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The US Department of Housing and Urban Development ("HUD") and Nassau County are committed to assuring that CDBG-CV Subrecipients and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and CDBG-CV funds, benefits and services, and are protected from displacement. In addition to equal access, Subrecipient, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Subrecipient, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Subrecipient, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure

compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG-CV projects must be all-inclusive, from the project design to the final progress report.

Subrecipients, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate; and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Subrecipient, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and

housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

2. Affirmatively Furthering Fair Housing.

a. The Subrecipient, Developer or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, (“HCD”) as amended (42 U.S.C. 5309). This governing statute for the CDBG-CV program requires that each grantee certify to HUD’s satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.

b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:

- *Intent*: The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- *Effect*: The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
- *Affirmative Duties*: The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.

d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Subrecipient, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan (“AFHMP”). The Affirmative Fair Housing Marketing Plan must be consistent with OCD’s Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color,

religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:

- Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
 - Use of the Equal Housing Opportunity Logo and the equal housing opportunity statement.
 - Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
 - Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
 - Any system of preference or priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.

3. Nondiscrimination. The Subrecipient, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Subrecipient, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. Section 504. The Subrecipient, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Subrecipient, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Subrecipient, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient, Developer or Contractor to assist in the formulation of such program. The Subrecipient, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE).

a. General. The Subrecipient, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.

b. MBE/ WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Local Requirements. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in Appendix EE of this contract) detailing the implementation of the local MBE / WBE program. For further information see:

<http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html#>

d. Contracting. Prior to the commencement of any project, the Subrecipient, Developer or Contractor shall provide the County with a MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and services include, but

are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

e. Goals. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: *5% to minority business enterprises and 5% to women business enterprises.* These goals should be included in all bids and contracts.

f. Reporting. The Subrecipient, Developer or Contractor must complete HUD Form 2516 – Contract and Subcontract Activity report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report (“CAPER”).

Exhibit C
Urban County Cooperation Agreement

Attached is a copy of the Cooperation Agreement between the County of Nassau and the municipality. As per paragraph 6, the subject Agreement was automatically renewed for a successive three-year qualification period covering Federal Fiscal Years 2018-2020.

Exhibit D – Subcontractor/Third Party Agreements

Additional Requirements

The provisions of this Exhibit must be attached to any subcontract and/or third party agreements entered into by the Subrecipient, Developer or Contractor and are hereby made a part of the document to which it is attached to the extent they are applicable. Subrecipient, Developer or Contractor is required to ensure subcontractor/third party compliance, where applicable, with all provisions contained herein. Failure to comply the below applicable requirements may result in termination of the agreement and/or withholding of funds and/or costs associated/incurred under and in accordance with the Nassau County agreement being deemed ineligible and not subject to reimbursement. Nassau County shall determine compliance in accordance with HUD requirements.

The Subrecipient, Developer, Contractor and/or any other third party or subcontractor must comply, where applicable, with all parts of 24 CFR (0-4100), including sections 570.500 through 570.614.

The Subrecipient, Developer, Contractor and/or any other third party or subcontractor must comply, where applicable, with 24 CFR Part 85 including 24 CFR Part 85.36 (i) contract provisions which state:

24 CFR PART 85.36 (i) Contract provisions

A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13,

1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

I. GENERAL FEDERAL CONDITIONS:

A. General Compliance. The Subrecipient, Developer or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG-CV)] including subpart K of these regulations, except that:

1. The Subrecipient, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act "NEPA" Review), and

2. The Subrecipient, Developer or Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

3. The Subrecipient, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

4. The Subrecipient, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Subcontract Requirements. In the event that the Subrecipient, Developer or Contractor subcontracts to another subcontractor or organization, the Subrecipient, Developer or Contractor must prepare and enter into a written subcontract. The Subrecipient, Developer or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient, Developer or Contractor will be responsible for monitoring the subcontractor or subgrantee for performance.

C. General Conduct

1. Hatch Act. The Subrecipient, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Prohibited Activity. The Subrecipient, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

3. Conflict of Interest. The Subrecipient, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient, Developer or Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient, Developer or Contractor shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV-assisted activity, or with respect to the proceeds from the CDBG-CV-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

4. Lobbying. The Subrecipient, Developer or Contractor hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:

d. It will execute and comply with the Lobbying Certification obligation as follows:

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

5. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities. The Subrecipient or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

II. ENVIRONMENTAL CONDITIONS

A. General Environmental Compliance. The Subrecipient, Developer or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain CDBG-CV activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
- B. National Environmental Policy Act Review. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Subrecipient or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with CDBG-CV monies.

1. Subrecipients, Developers and Contractors are required to fully comply with all federal and state environmental and historic regulations. The goals of these

regulations are to assure that development is compatible with environmental and historic conditions and does not adversely impact environmental and historic conditions, and that the users of the project will be given a safe, healthy, and enjoyable environment.

2. Nassau County has been designated by HUD to conduct NEPA Review on each activity funded with HUD funds. This entails determining the impact of the project on the environment and the historic nature of the community as well as the impact of the environment on the project.

3. *Subrecipient, Developer or Contractor must supply the County's designated Environmental Officer with sufficient detail about each project to complete an environmental review.*

4. *To the extent to which NEPA requirements are applicable, the NEPA review process must be completed and the release of funds approved before OCD commits any funds on any activity or project. Additionally, until the release of funds has been approved, non-federal funds can not be committed if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The County will provide the Subrecipient, Developer or Contractor with notification regarding the release of funds.*

C. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Subrecipient, Developer or Contractor *shall obtain and maintain as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) flood insurance under the National Flood Insurance Program* Flood maps are available at <http://www.fema.gov/index.shtml>

D. Lead-Based Paint.

1. The Subrecipient, Developer or Contractor shall comply with HUD Lead-Based Paint Regulations found at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (the "Lead Rule") when undertaking any construction or rehabilitation of residential structures with assistance provided under this Agreement. The Lead Rule requires compliance with lead paint risk assessment, paint evaluation and testing, and the use of interim controls or abatement when necessary, depending upon the amount of Federal funds applied to a property. The regulations further require the proper training and certification of all contractors undertaking rehabilitation activities.

2. Notification: Such regulations pertain to all CDBG-CV-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Proper notification is made by providing the EPA brochure entitled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools." This brochure is available on HUD's website at:

<http://www.hud.gov/offices/lead/library/lead/renovaterightbrochure.pdf>

This brochure may be reproduced by the Subrecipient, Developer or Contractor and should be distributed as broadly as possible. The brochure has a form attached which must be used to document receipt of the brochure by homeowners or tenants before

rehabilitation activities are undertaken. Subrecipients, Developers or contractors who undertake rehabilitation programs shall retain the documentation of the receipt of the brochure with program files.

3. Nassau County Department of Health is part of the New York State and US Centers for Disease Control Childhood Lead Poisoning Prevention program, which includes monitoring the testing of children under the age of seven for elevated levels of lead. Nassau County Department of Health should be contacted if the Subrecipient, Developer or Contractor identifies children who may need blood lead level screening.

E. Historic Preservation.

1. The Subrecipient, Developer or Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

2. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. This will be done as part of the NEPA review process.

III. EMPLOYMENT CONDITIONS

A. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

B. Labor Standards.

1. The Subrecipient, Developer or Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

2. The Subrecipient, Developer or Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the related implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient, Developer or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OCD for review upon request.

3. Davis Bacon Threshold: The Subrecipient, Developer or Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in

excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient, Developer or Contractor of its obligation, if any, to require payment of the higher wage.

4. Inclusion in Contracts: The Subrecipient, Developer or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
 - Federal Labor Standards Wage Determination: NY080013
 - Federal Labor Standards Provision: (HUD 4010)
 - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
 - Project Wage Sheet: HUD Form 4720 or the entire wage decision.
 - Notice to All Employees Poster: Form WH1321 – located at <http://www.dol.gov/esa/whd/regs/compliance/posters/fedprojc.pdf>
- If a work classification is not included in the wage decision (HUD 4230a) – it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- If applicable, Developer's/Subrecipient's/Contractor's /Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Subrecipient or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.

- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.

5. Nassau County OCD Review: Subrecipient, Developer or Contractor should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.

6. Subrecipient, Developer or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) to OCD to compile and send to HUD Office of Labor Relations.

C. Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.

1. General. Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, (hereinafter "Section 3") requires that when HUD financial assistance to housing and community development programs results in the generation of economic opportunities in a community, such opportunities should be directed toward low and very-low income persons.

Providing Economic Opportunities through Hiring Low and Very Low Income Persons. The Subrecipient, Developer or Contractor shall further ensure that new job opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- (at or below 80% of HUD Area Median Income) and very low-income persons (at or below 50% of HUD Area Median Income) residing within the Nassau County Consortium. Where feasible, priority in hiring for new jobs should be given to low- and very low-income persons *within the service area of the project or the neighborhood in which the project is located*, and to low- and very low-income participants in other HUD programs.

Providing Economic Opportunities through Contracting with Section 3 Certified Businesses: When feasible, contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects should first be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Nassau County Consortium and to low- and very low-income participants in other HUD programs. A Section 3 business concern must be approved first through application to OCD.

2. Section 3 Threshold: The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and, as such is subject to the requirements of Section 3 requires that to the greatest extent

feasible opportunities for training and employment shall be given to low and very low income residents of the area of the Section 3 covered project. Section 3 applies to:

- Projects for which HUD's share of the project costs exceeds \$200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share or project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.
- Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.

3. Subrecipient, Developer or Contractor Responsibilities Pursuant to Section 3. Each Subrecipient, Developer or Contractor that receives financial assistance subject to Section 3 compliance (and their contractors or subcontractors) are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities that are created during the expenditure of covered funding. This responsibility includes:

- Implementing procedures to notify Section 3 residents and business concerns about training and employment opportunities generated by Section 3 covered assistance;
- Implementing procedures to notify Section 3 business concerns about the availability of contracting opportunities generated by Section 3 covered assistance;
- Notifying contractors on Section 3 covered projects of their responsibilities prior to their completion of work;
- Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
- Facilitating the training and employment of Section 3 residents and the awarding of contracts to Section 3 business concerns;
- Assisting and actively cooperating with the OCD in obtaining the compliance of contractors and subcontractors;
- Refraining from entering into contracts with contractors who are in violation of the Section 3 regulations;
- Documenting actions taken to comply with Section 3; and
- Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

4. Preferences for Section 3 Business Concerns. Section 3 also requires that contracts for work in connection with a covered project be awarded to business concerns which are located in the area of the Section 3 covered project or owned in substantial part

by persons residing in the area. In housing and community development programs, where feasible, priority consideration should be given, to:

- Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located; and
- Applicants selected to carry out Youthbuild programs (category 2 businesses); and
- Other Section 3 business concerns.

5. Section 3 Clause Inclusion in Contracts as required by 24 CFR part 135.38. All Section 3 covered contracts shall include the following clause in full (referred to as the Section 3 clause which is below in italics):

- G. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.*
- H. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.*
- I. The contractor agrees to send to each labor organization or workers' representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment position can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number of jobs and the job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- J. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the*

subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- K. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- L. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

6. Compliance. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Subrecipient or Contractor and any of the Subrecipient or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, Developer or Contractor and any of the Subrecipient, Developer or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Subrecipient, Developer or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. The Subrecipient, Developer or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT

A. In the event that a Subrecipient, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Subrecipient or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.

B. The Subrecipient, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”) and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at:

<http://www.hud.gov/offices/cpd/library/relocation/index.cfm>

C. The Subrecipient, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-CV-assisted project. The Subrecipient, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain- Related Activities. This Notice can be accessed at:
http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg_071706.pdf

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The US Department of Housing and Urban Development (“HUD”) and Nassau County are committed to assuring that CDBG-CV Subrecipients and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and CDBG-CV funds, benefits and services, and are protected from displacement. In addition to equal access, Subrecipient, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Subrecipient, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Subrecipient, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components

of your CDBG-CV projects must be all-inclusive, from the project design to the final progress report.

Subrecipients, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate; and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Subrecipient, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and

contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

2. Affirmatively Furthering Fair Housing.

a. The Subrecipient, Developer or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, (“HCD”) as amended (42 U.S.C. 5309). This governing statute for the CDBG-CV program requires that each grantee certify to HUD’s satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.

b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:

- *Intent*: The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- *Effect*: The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
- *Affirmative Duties*: The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.

d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Subrecipient, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan (“AFHMP”). The Affirmative Fair Housing Marketing Plan must be consistent with OCD’s Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. Special

outreach should be conducted to groups least likely to apply. Examples of such action include:

- Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
 - Use of the Equal Housing Opportunity Logo and the equal housing opportunity statement.
 - Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
 - Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
 - Any system of preference or priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.

3. Nondiscrimination. The Subrecipient, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Subrecipient, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. Section 504. The Subrecipient, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Subrecipient, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Subrecipient, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient, Developer or Contractor to assist in the formulation of such program. The Subrecipient, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE).

a. General. The Subrecipient, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.

b. MBE/ WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Local Requirements. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in this Exhibit under VI. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN) detailing the implementation of the local MBE / WBE program. For further information see:

<http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html#>

d. Contracting. Prior to the commencement of any project, the Subrecipient, Developer or Contractor shall provide the County with a MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of

payments to government and financing costs. Specific products and services include, but are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

e. Goals. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: *5% to minority business enterprises and 5% to women business enterprises.* These goals should be included in all bids and contracts.

f. Reporting. The Subrecipient, Developer or Contractor must complete HUD Form 2516 – Contract and Subcontract Activity report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report (“CAPER”).

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, Developer or Subrecipient 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 herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor, Developer or Subrecipient 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, Developer or Subrecipient 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, Developer or Subrecipient 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, Developer or Subrecipient's obligations herein.

(c) The Contractor, Developer or Subrecipient 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, Developer or Subrecipient 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, for the purpose of granting of Subcontracts.

(e) The Contractor, Developer or Subrecipient shall, in its advertisements and solicitations for Subcontractor, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractor must be equal opportunity employers.

(f) Contractor, Developer or Subrecipients must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractor, Developer or Subrecipients 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 subcontractor 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 or Subrecipient 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, Developer or Subrecipient to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor or Subrecipient 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, Developer or Subrecipient 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, Developer or Subrecipient 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, Developer or Subrecipient's Subcontracts and Contractor, Developer or Subrecipient's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor, Developer or Subrecipient 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.

(l) The Contractor, Developer or Subrecipient 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 or Subrecipient 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, Developer or Subrecipient 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 Department 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.

Provisions (a), (b) and (c) shall not be binding upon Contractor, Developer or Subrecipients or Subcontractor in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor, Developer or Subrecipient shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, Developer or Subrecipient, listing the procedures it has undertaken to procure Subcontractor 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, Developer or Subrecipient" 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 or Subrecipient, 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, Developer or Subrecipient" 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, Developer or Subrecipient 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, Developer or Subrecipient welcomed bids and quotes from M/WBE Subcontractor. 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, Developer or Subrecipient'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 Subcontractor 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 subcontractor encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractor 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 or Subrecipient 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 good faith 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 or Subrecipient shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor, Developer or Subrecipient 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 Subcontractor or by the County Contractor, Developer or Subrecipient must also be included with the Best Effort Documentation

i. Contractor, Developer or Subrecipients 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, Developer or Subrecipient.

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, Developer or Subrecipient 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, Developer or Subrecipient that are necessary for the prime Contractor or Subrecipient 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, Developer or Subrecipient who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Contractor, Developer or Subrecipient, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Contractor, Developer or Subrecipients to retain or submit documentation of best efforts to utilize certified subcontractor and requiring Department 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.

Resolution 6-D





**Pricing Supplement - Support Services Renewal
Summary By Product**

Master Agreement ID: 202969-01

Issued On: Jul 7, 2020

Contract Note:

Quote Expires On: Oct 5, 2020

Quote: 70414

Ship To: 202969

Sold To ID: 202969

City of Glen Cove Emergency Medical Serv
10 Glen Cove Avenue
Glen Cove NY 11542
United States

City of Glen Cove Emergency Medical Serv
10 Glen Cove Avenue
Glen Cove NY 11542
United States

Support Services Term: 12 months

Service Effective Dates: Oct 1, 2020 to Sep 30, 2021

Service Level: Advantage

Products			Monthly Services				
Service Start Date	Product	Description	Qty	Unit Services	Service Term (month)	Extended Services	Service End Date
Oct 1, 2020	MSA-OPT-006	SERVICE-FLEXLOCK WITH TEMPCHECK (50FT)	1.00	\$16.00	12	\$192.00	Sep 30, 2021
Oct 1, 2020	MDA-FRM-003	SERVICE-THREE-CELL RX G4	1.00	\$106.00	12	\$1,272.00	Sep 30, 2021
Grand Total (USD)						\$1,464.00	



Products	Monthly Services
<p>To continue your Support Services coverage pursuant to the terms and conditions of the mutually negotiated Master Agreement #202969-01. Complete, sign and send this Support Services Renewal Confirmation, along with a copy of your purchase order (if needed) and Tax Exemption Certificate, to your Service Contract Specialist before your expiration date.</p> <p style="text-align: center;">PLEASE NOTE</p> <p>Support Services Coverage is billed as a one time (lump sum) invoice. Please note that Omnicell is hereby relying to its detriment upon customer's representation and certification by its submission of this Renewal that the assets listed are currently in service and in use such that if it is found at a later date not to be the case, the customer has therefore forfeited any claim to a refund, reimbursement or credit based upon such overpayment for service upon assets not in service.</p>	



Pricing Supplement - Support Services Renewal Supplement

Master Agreement ID: 202969-01
Quote: 70414

Issued On: Jul 7, 2020
Quote Expires On: Oct 5, 2020

Ship To ID: 202969

Sold To ID: 202969

City of Glen Cove Emergency Medical Serv
10 Glen Cove Avenue
Glen Cove NY 11542
United States

City of Glen Cove Emergency Medical Serv
10 Glen Cove Avenue
Glen Cove NY 11542
United States

Support Services Term: 12 months

Service Effective Dates: Oct 1, 2020 to Sep 30, 2021

Service Level: Advantage

1. The Pricing Supplement is subject to and incorporates by reference all of the terms and conditions as set forth within the Master Agreement identified above.
2. Any terms and conditions on any Purchase Order issued in conjunction with this Pricing Supplement shall be for reference purposes only and shall not become a part of the terms and conditions of this Pricing Supplement.
3. Customer acknowledges and agrees that it is Customer's obligation to pay the amounts as set forth on this Pricing Supplement and that such payment obligations are governed by the terms and conditions of the above referenced Master Agreement including all applicable scheduled, attachments and exhibits.
4. The undersigned hereby acknowledges that he/she has the authority to sign this Pricing Supplement and bind the Customer to the terms and conditions of this Pricing Supplement.

OMNICELL INC.	CUSTOMER
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

****Please fax all the document pages to**
Meghan Sternart
OMNICELL, INC.
3661 BURWOOD DR
WAUKEGAN, IL 60085



Service Start Date	Product Name	Product Description	Age	Qty	Serial Number	Service End Date
Oct 1, 2020	MSA-OPT-006	FLEXLOCK WITH TEMP CHECK (50FT) INSTL G4	5	1	OFLUNI035287	Sep 30, 2021
Oct 1, 2020	MDA-FRM-003	3-CELL OMNIRX	5	1	114041	Sep 30, 2021

Omniceil now has three new service plans to choose from. This renewal was created using the plan closest to the plan that is now expiring. A brief summary is listed below, but if you would like additional information on our other plans, please feel free to reach out to me for more details.

	Advantage Plan	Assist Plan	Alliance Plan
	24/7/365	24/7/365	24/7/365
	24 Hours/Day - 7 Days/Week as follows:		
	Unlimited	Unlimited	Unlimited
Phone Support	30 minutes Monday-Friday 6AM-6PM CST 2 hours Monday-Friday 6PM-6AM CST & Sat-Sun/Holidays		
Customer Triage Required	No	Yes	Yes
Remote access	Required	Required	Required
Response Time (Non-Critical)	24 Hours	24 Hours	24 Hours
Response Time (Disabled)	6 Hours	6 Hours	24 Hours
Customer Involvement	Escort only	Minor Hardware Repairs	All Hardware Repairs
Dispatch	Unlimited	Limited	Limited
Travel Charges	No	No	Yes
Service Replacement Parts	Included, except due to misuse	Included, except due to misuse	Included, except due to misuse
Delivery on Critical Parts	24 hours	24 hours	24 hours
Service Replacement Parts Source	Reverse Logistics Facility TSE Trunk Stock Depot	Reverse Logistics Facility TSE Trunk Stock Depot	Reverse Logistics Facility TSE Trunk Stock Depot
Shipping Fees	Included	Included	Included
Consumable Supplies	Available for purchase	Available for purchase	Available for purchase
Spare Parts	Available for purchase	Available for purchase	Available for purchase
Uptime Commitment	96%**	None	None
Systems			

	Software Upgrades	Included	Included	Included
Prevention	Asset Quality Validation	Wellness Check every three years	Available for purchase	Completed by Customer
	Uptime Analytics	Available on Request	Available on Request	Available on Request
	Pro-active Remote Diagnostics	Included	Included	Included
Repair Training	Online	Online (repair) training videos included	Online (repair) training videos included	Online (repair) training videos included
	Classroom	n/a	Required Training w/ Annual Certification	Required Training w/ Annual Certification

Resolution 6-E



City of Glen Cove

Request for Proposal (RFP)

RFP No. 2020-005



CITY WEBSITE DESIGN SERVICES

Proposals Due: June 8, 2020 at 10:00 A.M.

CITY OF GLEN COVE
9 GLEN STREET, GLEN COVE, NY 11542
INFORMATION TECHNOLOGY DEPARTMENT



PROPOSER'S NAME: Town Web Design, LLC / Benjy Stauffer, Sales
PHYSICAL ADDRESS: 185 E. Walnut Street, Sturgeon Bay, WI 54235
MAILING ADDRESS: 1360 Regent Street, Madison, WI 53715
CONTACT INFORMATION: Web: <https://www.townweb.com>
Email: benjy@townweb.com
Toll Free: 877-996-TOWN (8696)
Office: 920-645-2823 x800
Fax: 321-600-9008

1360 Regent Street
Madison, WI 53715

Thursday, June 4, 2020

Ms. Yelena Quiles
Purchasing Agent
City of Glen Cove
9 Glen Street, Glen Cove, NY 11542
Information Technology Department

Dear Ms. Yelena Quiles:

It is with great excitement that we at Town Web submit our response to your request for proposal for the redesign of the City of Glen Cove Website. We are tremendous proponents of introducing a technology solution to benefit the open government communications and transparency for citizens, visitors and businesses with their local government organizations.

Town Web's mission is to help deliver a web-based system to local government bodies across the United States, which facilitates the communication between municipal departments, its elected officials, and the citizens. Our web design platform and hosting system has improved the way communities can communicate with their residents. We currently have over 550 municipalities across 30 states who rely on Town Web.

In the following pages, we detail our team's capabilities in each component from the original RFP, also included in this packet of information. Please do not hesitate to contact me should you have any questions or need additional information. I am looking forward to collaborating with you and the rest of the City of Glen Cove!

Sincerely,



Benjy Stauffer
Sales, Town Web
Toll Free: 877-996-TOWN (8696)
Office: 920-645-2823 x800
Email: benjy@townweb.com
Fax: 321-600-9008

1) Team: Identify the dedicated Team that will work exclusively with the City to accomplish tasks as well as train City staff.

Onboarding:

- Benjy
- Liz
- Jerrica

Website design:

- Liz
- Jerrica
- Miranda
- Sharif (w/ selection of Platinum option)

Content migration:

- Jerrica
- Jenny
- Flor

Training:

- Jeremy

Support:

- Aaron
- Jeremy
- Flor
- Darko

Billing, Account Inquiries:

- Cristina

2) Project Approach and Understanding: Provide a project approach and understanding describing how each of the tasks in the Scope of Services section will be addressed.

Town Web is a municipal web design and hosting company with 13 years of service to local governments in over 30 states. We currently serve 550 municipalities and see that many clients want to switch away from their current website because it is hard to navigate, hard to update, looks old/outdated, or has missing content. Sometimes municipalities want a complete redesign for *all* the reasons listed above.

Our approach to solving the problems of a municipality is to be your one-stop-shop solution for your community's online needs. Here is how we would solve each of your municipal problems:

To solve the problem where a website is hard to navigate, we design the new site using Industry Best Practices for Municipalities.

Our solution to ensure that the new municipal website will be easy to update, we provide a clean and user-friendly administrative/backend section so that it won't be overly technical. This is the area of the site where your staff can login and make edits.

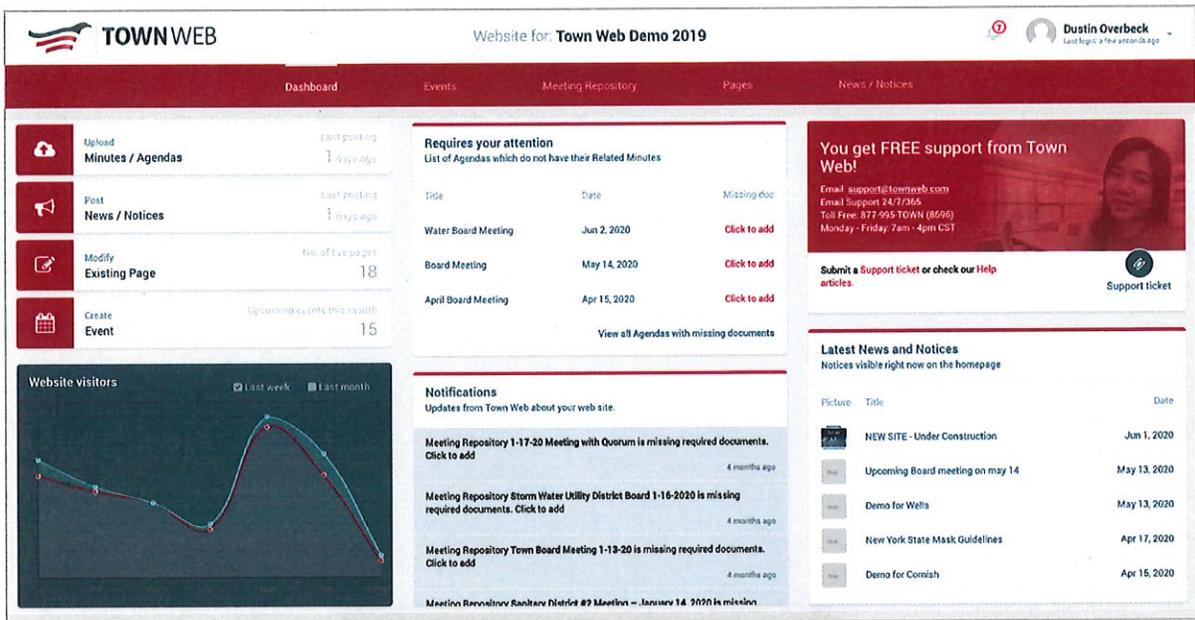
Additionally, Town Web's solution includes a support and maintenance package which allows you to contact our company via phone, email or chat to ask questions, for no additional cost. This provides you and your staff with a White Glove experience.

To solve the problem of a website that is old/outdated, you will receive a new site that has a modern theme for facilitating the delivery of content and information to your residents, local businesses, and elected officials. To ensure that you never have to worry again about having a modern and current site that is up-to-date with technology, Town Web provides you with a free website redesign every three years.

Early on in the new web design process, during the Onboarding meeting with your Account Manager and Project Manager, we will have evaluated the existing content of your current website and will make recommendations about pages/content that might be missing, based on other municipal website projects that we've done in the past. We will also ask about more content that you'd like to have on the new website, which cannot be found on the old site.

3) Describe the overall expertise and experience of the firm and subconsultants relative to the Scope of Services contained in this RFP, as well as availability of key personnel. Proposers must submit in writing of their experience in the designing of municipal websites business along with their proposal. Should be able to demonstrate back-end functionality that allows City staff to manage their respective content.

Town Web is one of the largest providers of web design for the local government industry. We have been designing and hosting municipal websites since 2007. During that time, we have completed over 550 websites for municipalities, both large and small. Currently, we host, maintain and support over 550 individual municipal boards, councils and staff across 30 states.



Here is an overview of the custom back-end, showing the functionality. The majority of day-to-day administration can be performed by clicking on one of the four main areas:

- Upload Minutes/Agendas
- Post News/Notices
- Modify Existing Pages
- Create Events

In the top-middle quadrant, we have built something like “Artificial Intelligence” whereby the system knows when you’ve uploaded an Agenda for a meeting and need to upload its related Minutes.

The top-right quadrant is for tech support. You have all our contact information and you can also submit a support ticket directly there.

The bottom-left quadrant is like Google Analytics, showing the website traffic over time.

The bottom-middle quadrant shows the change log of things that were modified to your website.

The bottom-right quadrant shows the five most recent posts to the News/Notices section of the website.

4) Provide the geographic location of the firm. The firm should include a street address of the office proposed to handle the work. In addition, provide a working email address for a representative of the responding firm. All Requests for Information (RFI) will be received and posted on BidNet.

- Proposer's name: Town Web Design, LLC
- Physical Address: 185 E. Walnut Street, Sturgeon Bay, WI 54235
- Mailing Address: 1360 Regent Street, Madison, WI 53715
- Primary Email: benjy@townweb.com

5) The scope of services proposed to provide the services requested in this RFP noting the reason for any deviations from the Scope of Services provided herein.

1. Recommend a new site structure.

Coordinate with appropriate City staff by evaluating existing website traffic, page flow and visitor destinations and to recommend a site structure that is built on the types of information that residents look for. To be hosted on our current domain www.glencoveny.gov.

- When we design a new site, we follow industry best practice for your new site's layout and structure.
- Typically pages for the top structure are four main categories
 - Government
 - Departments
 - Community
 - Contact Us
- Coordination of page layout will be done with facilitation during your Onboarding Sessions with your Account Manager and Project Manager

2. Propose a new design that is user friendly, modern, and mobile-friendly.

Taking the recommendations as per #1 above and proposing a new website design that will make the site usable, modern, mobile friendly and ADA 508 compliant.

- The website is designed using ARIA tags (Accessible Rich Internet Applications). These are a set of attributes to make web content and web applications more accessible to people with disabilities.
- The website will have a simple flow for people to find the content they're looking for
- We use Web Accessibility checking to set and correct font sizes and contrast levels to comply with ADA requirements.
- We will design our website to ensure accessibility for everyone, no matter the type of device or browser that they use.

3. **Highlight asset gaps for data migration (photos & text resources)**

Evaluating and classifying the content that already exists on the current website and creating a list of content that is needed/missing for the new website.

- During your Onboarding process, our Account Manager and Project Manager will work with City of Glen Cove staff to evaluate the current website content.
- Redundancies in the content of the current website will be identified and eliminated, if necessary.
- Current content will be classified to enable proper migration to the new site.
- Our staff and City of Glen Cove staff will brainstorm during Onboarding sessions to identify content not currently on the website which should be included in the new site.

4. **Provide an accurate timeline for design and the cost to implementation.**

Milestones

1. Contract Signing / Payment - Week 1
2. Onboarding Session(s) - Week 1
3. Content Delivery (Client sends Town Web 95% of their content) - Week 2-3
4. Approval of Site Structure / Site Map - Week 4
5. Wireframe Approval - Week 5-6
6. High Fidelity Design Approval - Week 7-9
7. Website Staging - Week 10-11
8. Development / Programming - Week 12-14
9. Data Migration - Week 14
10. Client Testing - Week 15
11. Punch List / Client Approval - Week 16
12. Site Launch / Training - Week 17

The above timeline represents a longer timeframe if the Platinum Custom Design option is part of the deliverables for your municipality. These deliverables require custom wireframes, custom high fidelity mockups, and custom development & programming.

We like to err on the conservative side. Design is subjective, but you will be given three (3) rounds of revisions for the wireframe approvals as well as three (3) rounds of revisions for the high-fidelity mockups. This is usually ample opportunity for your stakeholders to find that our vision matches with your needs from a design perspective without any cost increases. However, any design revisions to the low fidelity mockups or to the high fidelity design will cause an increase in the timeline to launch the website.

If your municipality has a specific deadline by which to have the new site live, please let us know during the Onboarding meeting so we can plan accordingly.

Cost

All of our quoted costs are a fixed price “not to exceed”.

- Setup & Design (required) - \$9,999 one-time
- Hosting, Maintenance and Support (required) - \$4,788 annually

Platinum Custom Design (optional) - \$5,000

Setup & Design fee, as well as first year of Hosting costs are due before the project starts. The 2nd year’s Hosting fees of \$4,788 are due 12 months after the site goes live. 3rd and 4th year’s fees would be due on and the same as 2nd year’s fees.

There are no additional costs associated with continued training. This is included in the Hosting, Maintenance and Support costs.

5. Create wireframe mockups of Homepage and Department level pages.

Our approach to designing new municipal websites is to streamline the flow of information from the municipality to the residents and other interested parties. Our standard design package allows you to select from a series of pre-built modern templates. These are projects where we’ve already done the thinking for solving the problems of our municipal customers. Although they are templates, they are simply a starting point and allow for the customization of the color scheme, typography and layout of page elements. This is done through display of wireframe mockups of the homepage in both desktop view and mobile view. Additionally, you’ll see an example of an inside page (for example, the Personnel Directory or Minutes/Agendas page) with supporting elements to show how that type of content would look on desktop view and mobile view.

6. Design high-fidelity mockups of Homepage and Department level pages.

The high fidelity mockups would include your organization's logo, pictures along with your color scheme so that you can get a true sense of the branding image your website will portray during our Development Phase.

7. Build out the design on a Staging Server.

The website development takes place on a Town Web staged server, which is not publicly available. However you and your stakeholders will have access to the staged server during the development phase and will be using this for testing, giving us any punch lists, and for client approval before it is made live to the public.

8. Perform the migration of data from the Current site to the Staging site.

Town Web shall migrate data from the current site to the staging site. Receipt of missing content should be coordinated with the respective departments of the City in order to fill any gaps of content.

9. **Staging site should be available for testing and approval before making live.**

Once the staging site is ready by having content added, it shall be presented to the Director of Information Technology and Public Relations Officer for testing and approval. It will be the responsibility of the City's Director of Information Technology and Public Relations Officer to Test and Approve the site and its content. This will be done during the punch list/client approval week.

10. **Go live and training.**

Once the staging site is approved to go live, then municipal staff are to be trained on how to upload content and/or how to receive technical support. Town Web will host a live training session with each Department of the City that wishes to have login access during the launch phase. Additional live training sessions will be hosted each quarter, if needed. Training will also be available 24/7 via our video library.

6) Fee Schedule:

Cost

All of our quoted costs are a fixed price "not to exceed".

- Setup & Design (required) - \$9,999 one-time
- Hosting, Maintenance and Support (required) - \$4788 annually

Platinum Custom Design (optional) - \$5000

Setup & Design fee, as well as first year of Hosting costs are due before the project starts. The 2nd year's Hosting fees of \$4,788 are due 12 months after the site goes live. 3rd and 4th year's fees would be due on and the same as 2nd year's fees.

There are no additional costs associated with continued training. This is included in the Hosting, Maintenance and Support costs.

7) References: Include a list of (3) governmental agencies which like or similar services have been provided. Please provide all contact information for reference purposes.

Steve Wright, Administrator
Northfield Center Township
330-467-7646
townadministrator@northfieldcenter.com

Julie Horbach, Supervisor
Town of Randall
262-877-2331
262-210-2579
juliehorbach@gmail.com

James Wendt, Administrative Clerk
Town of Waterton
(920) 988-9025
wttnclerk@gmail.com

Town Web Current Coverages

Copies of policies will be provided upon award of contract)

a. Commercial General Liability Coverage:	
i. Per Occurrence:	\$1,000,000
ii. Aggregate:	\$2,000,000
b. Workers Compensation Coverage: Statutory	
i. Employer's Liability	\$100,000/\$100,000/\$500,000
c. NYS Disability Coverage:	Statutory
d. Professional Liability Insurance: *	n/a
<i>(if work involves contractor providing a professional service)</i>	
e. Automobile: **	n/a
f. Umbrella/Excess Liability:	\$1,000,000/occurrence \$1,000,000/aggregate
g. Contractor's Pollution Liability: ***	
<i>(if work involves pollution sensitive operations, as deemed by the City)</i>	
	n/a

* Website design not considered a "Professional Service"

**No automobiles registered with Town Web, no transportation required for project

***Does not involve pollution sensitive operations

All policies above shall be written by a carrier admitted to do business in the State of New York and with an AM Best Rating of A-VII or better.

"The City of Glen Cove" shall be named as an Additional Insured for ongoing and completed operations on all policies except Contractor's Professional Liability Insurance. A Waiver of Subrogation will be granted in favor of "The City of Glen Cove". All policies shall be written on a primary, non-contributory basis. Additionally, all policies, except Contractor's Professional Liability Coverage, shall be written on an Occurrence-based form.

The City, as Additional Insured, shall be entitled to 30 days written notice of cancellation or renewal of any policy. If the evidenced insurance expires prior to completion of work a renewal certificate shall be furnished at least ten (10) days before the date of expiration. Contractor shall provide proof of insurance to The City upon demand in the form of a certificate of insurance and copies of policies, if so requested.

If Contractor retains or hires any subcontractors, of any tier, in the course of its performance under the Contract, the requirements of this paragraph shall be binding and transferrable to each subcontractor so retained or hired, unless The City authorizes an exception prior to said subcontractor performing work for The City.

The City of Glen Cove reserves the right to amend the insurance requirements, as it deems necessary depending on the scope of work being provided.

CITY WEBSITE DESIGN SERVICES

RFP# 2020-005

EVALUATION SUMMARY

***A request for proposal (RFP) is used for professional services that can vary greatly in terms of approach, quality, and scope. RFP's are awarded based on weighted criteria, and are not awarded solely on price. As a result, you do not open them publicly, no bid tab is generated, and an evaluation committee is used to rate each proposal using the criteria that were identified in the RFP. ***

Company Name	RESPONSE	EVALUATION SUMMARY (AVG. SCORE)
Town Web Design, LLC	Proposal received	99.66
GovOffice, LLC	Proposal received	96.00
Civic Plus, LLC	Proposal received	84.00

Purchasing Agent explanation of Award:

The City received 23 proposals to this RFP. Due to time constraints and the volume of proposals, the IT Director, Purchasing Agent and the Mayor's Office have chosen the best three proposals that were aligned with the requirements of the RFP and the budget. We propose to award the RFP to Town Web for a few reasons, they will accomplish the requirements that the City set forth and in a timely manner. Also, Town Web will work with and train all departments/employees at no additional cost. Lastly, they were the highest scoring proposer. Therefore, it is proposed that the contract be awarded to Town Web.

Digitally signed by Yelena Quiles
 DN: cn=Yelena Quiles, o=City of Glen
 Cove, ou=Finance Dept,
 email=yquiles@glencove.ny.gov, c=US
 Date: 2020.07.17 10:05:04 -04'00'

Yelena Quiles

Resolution 6-F





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

July 17, 2020

Mr. Louis Saulino, PE
Director of Public Works
City of Glen Cove
9 Glen Street
Glen Cove NY 11542

Re: Glen Cove Fire Department Kitchen Modernization Contact
 #2019-012 – Exhaust Hood Change Order

Dear Mr. Saulino:

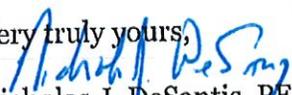
During demolition phase, Westar Construction Group, Inc. exposed concealed elements of the existing exhaust hood ductwork and associated uplift blower assembly. It has been determined that additional modifications of existing appurtenances are necessary to meet Nassau County Fire Marshal ordinance.

The approved materials of construction for ductwork has changed with regard to gauge, construction type, and fire resistance coating. The existing uplift blower doesn't meet the necessary uplift draw (CFM) for the new hood. Concealed appurtenances behind existing Kitchen fixed ceiling drop soffit revealed condition and construction type of original system. In ceiling cavity need to seal off fire stop voids which exist for existing utilities penetrating the space. Scope increase to Nassau County Fire Marshal approved contractor that will be filing the permit and shop drawing and coordinating the inspections.

We have met with all parties involved with this project and recommend that the above mentioned change order be issued accordingly.

If you should have any questions, please contact me.

Very truly yours,


Nicholas J. DeSantis, PE
Principal Engineer

Cc: V. Martinez, R. Graziosi

71 West Main Street, Suite 5
Oyster Bay, New York 11771
Tel: 516.922.2672
Fax: 516.922.2686
www.newportpe.com

Westar Construction Group Inc.

6800 Jericho Turnpike
 Suite 120W
 Syosset, NY 11791

Estimate

Date	Estimate #
5/29/2020	1154

Name / Address
City of Glen Cove 9 Glen Cove Glen Cove, NY 11542

			Project
Description	Qty	Rate	Total
RE: Glen Cove Fire House Kitchen Hood Exhaust System			
PROPOSED CHANGE ORDER #1			
Scope of Work:			
1. For additional work associated with the Kitchen Hood/ Exhaust System per recent Nassau County Department of Health code requirements.			
2. This project needs to be filed with the NCDOH, per the attached drawings.			
3. Scope of work for the above, per the attached proposal as prepared by All- Island Blower and Sheet Metal Inc.			
4. For fire stopping penetrations at masonry block above the suspended ceiling of kitchen dimising walls on (3) sides, including CMU infill packed with high temperature mineral wool, HIFI or 3M UL Rated Fire Stop.			
1. All-Island Blower and Sheet Metal Inc. Proposal (see attached)		25,850.00	25,850.00
2. Fire Stopping of Masonry Dimising Walls		1,975.00	1,975.00
3. Bonds & Insurance 5.5%		1,530.00	1,530.00
4. Overhead		0.00	0.00
5. Profit		0.00	0.00
		Total	\$29,355.00

Phone #
(516) 342-1766

E-mail
WestarConstructionGroup@gmail.com

631-567-7070 PHONE
631-567-6505 FAX

VIOLATIONS REMOVED

ALL – ISLAND BLOWER AND SHEET METAL INC.

1585 C SMITHTOWN AVENUE
BOHEMIA, NEW YORK 11716

Dust Collecting Systems for Woodworking and Polishing Plants,
Fume Control for Toxic and Non-Toxic Conditions

DUST COLLECTING
SYSTEMS

May 28, 2020

FILTER CLOTH AND
CYCLONE TYPE

Westar Construction Group, Inc

6800 Jericho Turnpike

VENTILATION AND
FUME CONTROL
SYSTEMS FOR

Suite 120W

Syosset, NY 11791

PRINTING PLANTS
RESTAURANTS
OFFICES

Attn: Nicholas Grgas

Re: Glen Cove Fire House Hood System

INSTITUTIONS
FACTORIES

We are pleased to submit the following quote for your approval; we will fabricate supply and install the following:

AIR CONDITIONING
SYSTEMS
COMPLETE INDUSTRIAL
INSTALLATIONS

- Install one 10' 6" Captive Aire exhaust hood that is supplied by others.
- Hood will be installed into existing ductwork.
- Install stainless steel backsplash that is supplied by others.
- We will supply plans, permits, and permitting fees and inspections with the Nassau County Fire Marshals Office.
- We will be using prevailing wage pay schedule.

SMOKE STACKS

WELDED TANKS

HEAVE PLATE
WELDMENTS
HELIARC, GAS AND
ELECTRIC WELDING

The price for all the above-mentioned will be for the total sum of \$13,600.00.

Please Note:

ADDITIONAL WORK ON INSPECTION

SPRAY BOOTHS

- All electrical, plumbing, carpentry, and roof work to be done by others.
- Ansul system work by others.

ALL TYPES FANS,
BLOWERS AND MOTORS
IMMEDIATE DELIVERY
FROM STOCK

- After dismantling of hood it was noted that the following is a list of equipment and material that is needed to make the hood up to Nassau County Fire Marshal code:

PLASTIC EXHAUST SYSTEMS
PIPE
FUME HOODS
FANS AND BLOWERS
TANKS

- The existing fan is not compliant and a new exhaust fan is needed to meet code.
- The exhaust ductwork was not compliant and needs to be replaced with welded 16-gauge steel ductwork.
- The new exhaust ductwork will have to be installed with fire master fast wrap as per code.
- A new roof curb will have to be supplied and installed per the installation of the new ductwork and new exhaust fan.
- The existing hood system did not have makeup air. Hood systems in Nassau County require that makeup air be rated for 80% of the exhaust that is being taken out of the hood. We will supply and install a new gas fired tempered makeup air unit.

631-567-7070 PHONE
631-567-6505 FAX

VIOLATIONS REMOVED

ALL - ISLAND BLOWER AND SHEET METAL INC.

1585 C SMITHTOWN AVENUE
BOHEMIA, NEW YORK 11716

Dust Collecting Systems for Woodworking and Polishing Plants,
Fume Control for Toxic and Non-Toxic Conditions

DUST COLLECTING
SYSTEMS
FILTER CLOTH AND
CYCLONE TYPE

- We will need to supply and install new ductwork for the makeup air system.
- We will need to install a new roof curb for the new makeup air unit and ductwork.
- We will need to have a crane to place equipment on the roof.

VENTILATION AND
FUME CONTROL
SYSTEMS FOR
PRINTING PLANTS
RESTAURANTS
OFFICES
INSTITUTIONS
FACTORIES

- The Nassau County Fire Marshal takes 6 to 8 weeks to review the hood permit . To expedite this, we will need to add an additional \$740.00 payable to the Nassau County Treasurer to receive the permit in 10 days.
- The price for the above is \$25,850.00.
- If you would like non-tempered makeup air subtract \$3,200.00 from the above price.

AIR CONDITIONING
SYSTEMS
COMPLETE INDUSTRIAL
INSTALLATIONS

We would like to thank you for the opportunity to quote you, and we hope that you find All-Island Blower & Sheet Metal, Inc will suit your business needs.

SMOKE STACKS

Respectfully,

WELDED TANKS

Michael Higgins

HEAVE PLATE
WELDMENTS
HELIARC, GAS AND
ELECTRIC WELDING

All Island Blower & Sheet Metal, Inc.

SPRAY BOOTHS

ALL TYPES FANS,
BLOWERS AND MOTORS
IMMEDIATE DELIVERY
FROM STOCK

PLASTIC EXHAUST SYSTEMS
PIPE
FUME HOODS
FANS AND BLOWERS
TANKS

REVISIONS	DATE	BY	DESCRIPTION

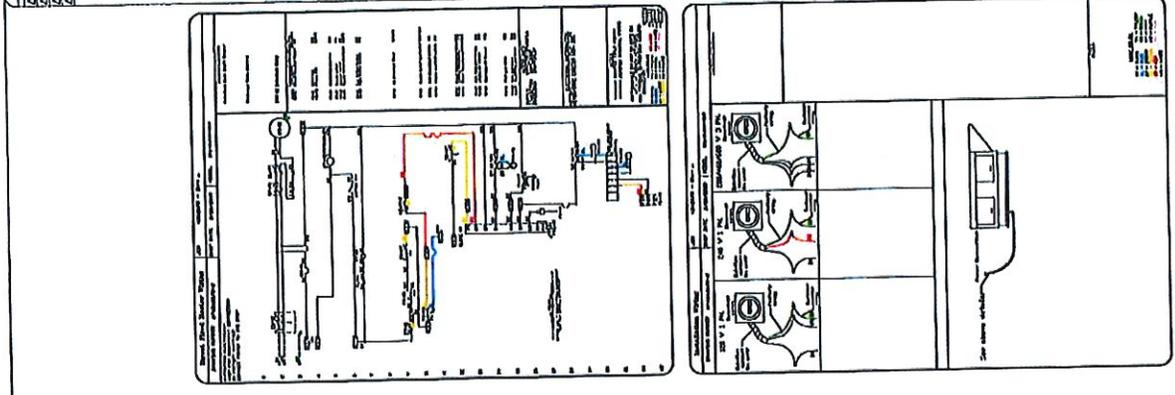
CAPTIVE WIRE

Long Island
Manufacturing Corporation

Glen Cove Fire Department Fans
10 Glen Cove Ave,
GLEN COVE, NY, 11542

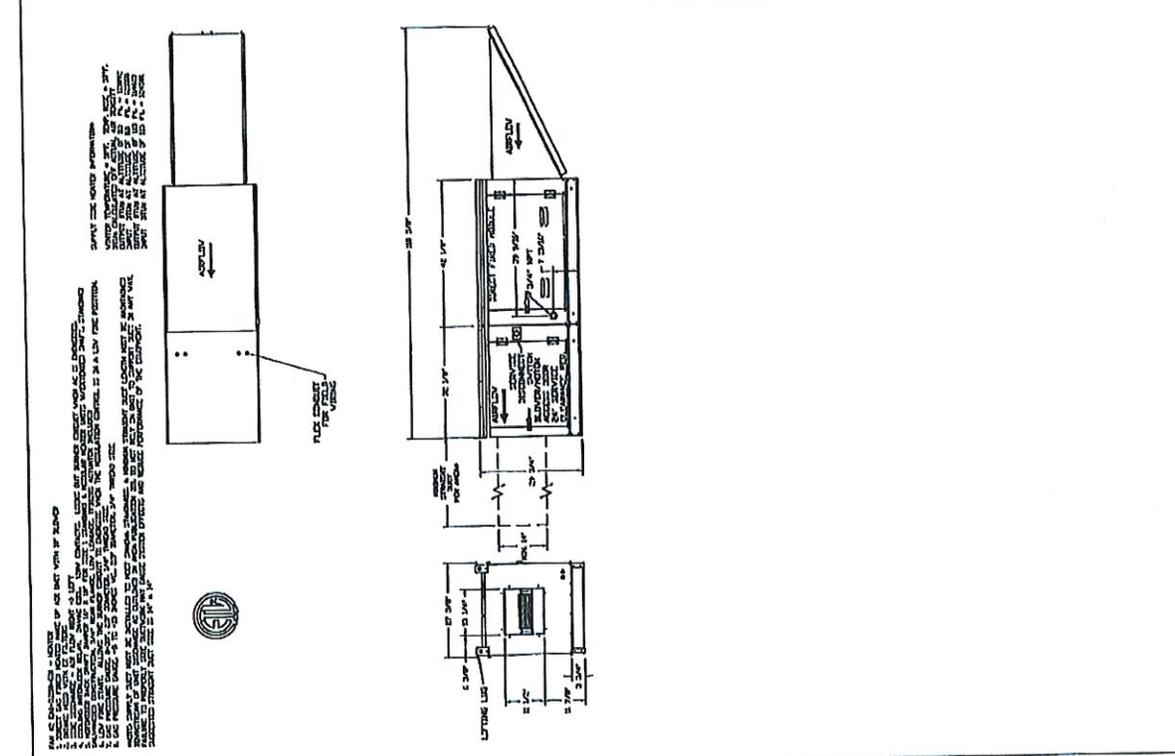
DATE: 5/25/2020
PROJECT: 432578
DRAWING: 432578-01
SCALE: 3/4" = 1'-0"
MASTER DRAWING

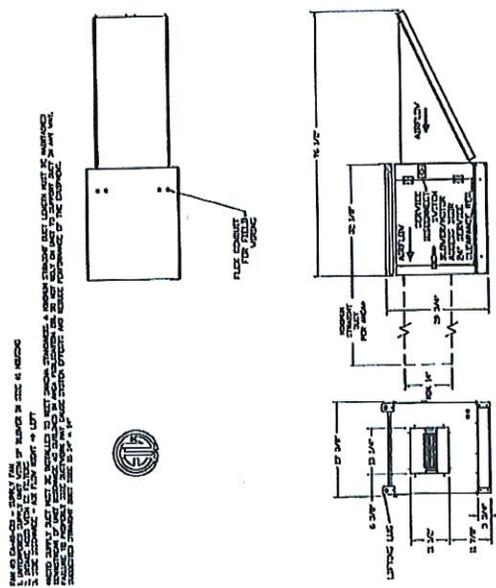
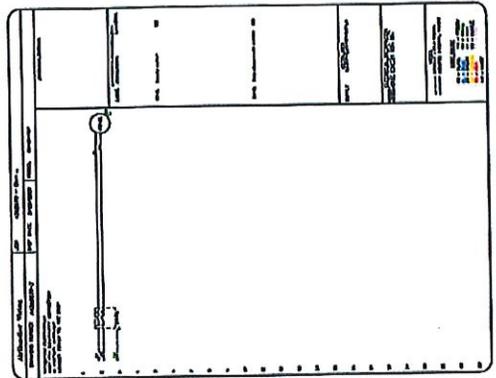
SHEET NO. 2



Notes:

1. All wiring shall be in accordance with the National Electrical Code (NEC) and all applicable local codes.
2. The contractor shall provide all materials and labor for the installation of the fans and associated wiring.
3. The fans shall be installed in the locations shown on the floor plan.
4. The electrical schematic shall be followed for the wiring of the fans.
5. The contractor shall provide a detailed schedule of work for the installation of the fans.
6. The contractor shall provide a detailed list of materials for the installation of the fans.
7. The contractor shall provide a detailed list of labor for the installation of the fans.
8. The contractor shall provide a detailed list of equipment for the installation of the fans.
9. The contractor shall provide a detailed list of tools for the installation of the fans.
10. The contractor shall provide a detailed list of safety equipment for the installation of the fans.





Resolution 6-G



FIRE SPRINKLER CONTRACT
Inspection, Testing and Maintenance Contract
For Wet and Dry Pipe Automatic Fire Sprinkler Systems
06/29/20 to 06/28/21

This agreement made between Maccarone Plumbing Inc. and

Customer Name: Glen Cove Senior Center

Customer Street: 130 Glen Street

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

Customer Phone Number: 759-9610

Customer Fax Number: 759-5331

Contact Name: Christine Rice

Contact Email: crice@glencoveny.gov

1. Customer owns or occupies site known as:

Site Name: Glen Cove Senior Center

Site Street: 130 Glen Street

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

Site Phone Number: 759-9610

Site Fax Number: 759-5331

Site Contact Name: Christine Rice

Site Contact Email: crice@glencoveny.gov

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

Fire Sprinkler System(s):

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

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

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

QUARTERLY

Quarterly service includes a visual inspection of the following:

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

ANNUALLY

Inspections, testing and maintenance of the following:

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

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

PAYMENT:

The customer agrees to pay the Contract Price in the amount of \$625.00 per year.

**Contract Prices are subject to yearly increases.*

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

RATES:

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

MATERIAL @ 5% off list price

LABOR:

Regular Time	\$ 160.00 Per Hour
Overtime	\$ 240.00 Per Hour

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

TERMS AND CONDITIONS:

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

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

FIRE SPRINKLER SIGNATURE PAGE

06/29/20 To 06/28/21

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

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

AMOUNT DUE: \$625.00 tax exempt organization Site Address: 130 Glen St., Glen Cove, NY 11542

Fire Sprinkler System(s):

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

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

Alarm Company Name: Telstar Security

Telephone Number: 1-516-676-7700 Alarm Company Policy #: _____

Alarm Company ID# for each system (or code name)

ACCEPTANCE BY OWNER:

ACCEPTANCE BY MACCARONE PLUMBING INC.

DATE _____

DATE _____

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

Customer Name: _____

Customer Street: _____

Customer City, State, Zip: _____

Customer Phone Number: _____ Customer Fax Number: _____

Contact Name: _____ Contact Email: _____

Customer owns or occupies site known as:

Site Name: _____

Site Street: _____

Site City, State, Zip: _____

Site Phone Number: _____ Site Fax Number: _____

Site Contact Name: _____ Site Contact Email: _____

PAYMENT METHOD:

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

Check or Money Order: ****Made payable to Maccarone Plumbing, Inc.****

Credit/Debit Card: Circle one: Visa MasterCard AMEX

Name as Appears on Credit Card: _____ Account#: _____

Expiration Date: _____ / _____ Security Code/V-Code: _____

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

Signature (required): _____ Date: _____, 20____

Resolution 6-I



City of Glen Cove
 Building Department Proposed Fee Schedule
 (07/20/20)

<u>Chapter</u>	<u>Fee</u>	
Ch. 111: Building Construction		
Building permit, first \$1,000 of value	\$100.00	\$125.00
Building permit, each additional \$1,000 of value or part thereof	\$15.00	\$20.00
Amendment of Permit plus additional value	\$100 + \$15/100	\$125 + \$20/100
Extension of Construction Permit (2 only)		
First 6 months (added 12/28/10)	\$50.00	\$75.00
Second 6 months (added 12/28/10)	\$100.00	\$125.00
Certificate of occupancy	\$200.00	\$250.00
Temporary certificate of occupancy, dwelling (per unit - 90 day limit)	\$200.00	\$250.00
Temporary certificate of occupancy, commercial (per store or office - 90 day limit)	\$200.00	\$250.00
Certificates of use, existing	\$200.00	\$250.00
Signs	\$50.00	\$75.00
Certificate of occupancy search or copy	\$75.00	\$100.00
Grading Permit (amended 12/28/10)	\$100.00	\$125.00
Swimming pools, gunite	\$300.00	\$350.00
Certificate of occupancy	\$200.00	\$250.00
Plumbing	\$75.00	\$100.00
Swimming pools, vinyl	\$250.00	\$300.00
Certificate of occupancy	\$200.00	\$250.00
Plumbing	\$75.00	\$100.00
Swimming pools, portable	\$100.00	\$125.00
Certificate of occupancy	\$200.00	\$250.00
Retaining Walls – see Building permit		
Decks/Porches – see Building permit		
Cell Towers – see Building permit		
Re-Inspections (if first inspection failed) (amended 12/28/10)	\$50.00	\$75.00
Plumbing permits:		
Each fixture	\$20.00	\$25.00
Plumbing for swimming pool	\$75.00	\$100.00
275-gallon tank	\$100.00	\$125.00
550-gallon tank	\$150.00	\$175.00
1,000 gallon tank - any part thereof	\$150.00	\$175.00
1,100 gallon tank - any part thereof	\$200.00	\$250.00
Certificate of Approval	\$50.00	\$75.00

Demolition permit or moving a building	\$200.00	\$250.00
Boardinghouse license	\$500.00	\$600.00
Plumbers license renewal	\$50.00	\$75.00
Plumber's test	\$25.00	\$50.00
Reciprocal plumber's license	\$200.00	\$250.00
Duplicate certificate of competency	\$50.00	\$75.00
Gas range	\$75.00	\$100.00
Gas oven	\$75.00	\$100.00
Gas appliance	\$75.00	\$100.00
Gas water heater	\$75.00	\$100.00
Electric heater	\$75.00	\$100.00
Gas water boiler	\$75.00	\$100.00
Gas hot-air furnace	\$75.00	\$100.00
Oil burner	\$75.00	\$100.00
Gas installation - mercury test	\$75.00	\$100.00
Sanitary cesspools or septic tanks	\$150.00	\$200.00
Recreation fee for new dwelling units	\$500.00	\$600.00
Sanitary Waste Pipe fee per dwelling unit (must be paid before issuance of certificate of occupancy)	\$700.00	\$800.00
Drywell – NEW (if not included in construction) (added 12/28/10)	\$100.00 / per	\$125.00 / per
POD Storage Container Permit (3 month permit) (added 12/28/10)	No Fee	No Fee
Electrical Meter Permit – New Meter (added 12/28/10)	\$150.00	\$200.00
Residential Fire Sprinkler (added 12/28/10)	\$250.00	\$300.00
HVAC Unit & Ductwork Permit (added 12/28/10)	\$200.00	\$250.00
Fence Permit (NEW) Greater than 4 ft. (6ft. High Max) (added 12/28/10)	Not Fee	Not Fee

Building Construction – Commercial:

Building permit, first \$1,000 of value (amended 12/28/10)	\$200.00	\$250.00
Building permit, each additional \$1,000 of value or part thereof (amended 12/28/10)	\$18.00	\$20.00
Amendment of Permit plus additional value (amended 12/28/10)	\$18.00/1000	\$20.00/1000
Certificate of Occupancy	\$200.00	\$250.00
Temporary Certificate of Occupancy, Dwelling (per unit – 90 day limit)	\$200.00	\$250.00
Temporary Certificate of Occupancy, Commercial (per store or office – 90 day limit)	\$200.00	\$250.00
Certificates of use, existing	\$200.00	\$250.00
Re-Inspections (if first inspection has failed) (amended 12/28/10)	\$100.00	\$125.00
Signs Existing; replacing with new	\$50.00	\$75.00
Signs – New (wall/ground) (added 12/28/10)	\$3.00/SF	\$5.00/SF

Certificate of Occupancy search or copy	\$75.00	\$100.00
Grading permit (amended 12/28/10)	\$100.00	\$125.00
Sanitary Waste Pipe fees, per square foot	\$0.10	\$0.15
Sanitary Waste Pipe fees, for every 3 plumbing fixtures (or portion thereof)	\$50.00	\$75.00
But not less than:		
Building of 1,000 square feet or less	\$100.00	\$125.00
Building of more than 1,000 sq. ft., but less than 2,000 sq. ft.	\$250.00	\$300.00
Building in excess of 2,000 square feet (must be paid before issuance of certificate of occupancy)	\$500.00	\$600.00
Drywell – NEW (if not included in construction)(added 12/28/10)	\$100.00/per	\$125.00/per
POD Storage Container Permit (3 month permit)(added 12/28/10)	No Fee	No Fee
Electrical Meter Permit – New Meter(added 12/28/10)	\$150.00	\$200.00
Residential Fire Sprinkler (if domestic water supply)(added 12/28/10)	\$250.00	\$300.00
HVAC Unit & Ductwork Permit (added 12/28/10)	\$200.00	\$250.00
Indoor Live Music Permit (yearly) (added 12/28/10)		
Application Fee (one time only) (added 12/28/10)	\$100.00	\$125.00
Renewal (yearly) (added 12/28/10)	\$50.00	\$75.00
Yearly Life Safety Inspections (Assembly Spaces)	\$50.00	\$75.00

Computing the estimated cost of construction shall be

as follows per sq. ft.

Houses		
One-story ranch	\$125.00	\$150.00
High ranch	\$125.00	\$150.00
Two-story dwelling, single-family, each floor	\$125.00	\$150.00
Two-story dwelling, two-family, each floor	\$125.00	\$150.00
Garage attached	\$60.00	\$75.00
Garage detached	\$60.00	\$75.00
Additions and alterations:		
Single and double shed dormers	\$90.00	\$120.00
Raised ridge dormers	\$90.00	\$120.00
1st-floor additions	\$125.00	\$150.00
2nd-floor additions	\$120.00	\$150.00
Porches with roof	\$60.00	\$80.00
Industrial and mercantile buildings	\$110.00	\$130.00
Office buildings		
Each floor	\$110.00	\$125.00
Garden apartments, per floor	\$125.00	\$150.00
Apartments, per story	\$125.00	\$150.00
Tool shed	\$30.00	\$40.00

Raised deck and open porches	\$25.00	\$35.00
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Ch. 180: Landmark Preservation

Building permit for landmark or historic site	\$25.00	\$35.00
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Ch. 228: Signs

Signs Existing; replacing w/new (added 12/28/10)	\$50.00	\$75.00
Signs – New (wall/ground)	\$3.00/SF	\$4.00/SF

Resolution 6-K



CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Parks & Recreation

Address: 9 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 676-3766

Program : _____

2. IDENTITY OF INDEPENDENT CONTRACTOR IC"

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Christopher MacDonald

Type Entity: (x) Individual () Sole Proprietorship () Partnership () Corporation

Address: 4 Harwood Drive West

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-312-5427

Social Security or Employer Identification Number: 081-70-7916

License Number and Expiration Date, if any: N/A

3. WORK TO BE PERFORMED AGENCY desires that IC perform and IC agrees to perform the following work: Tennis lessons for ages 5 – 16. Lessons to be held at Stanco Park Courts for six weeks, four nights per week, beginning July 13, 202 through August 21, 2020

4. TERMS OF PAYMENT AGENCY shall pay IC according to the following terms and conditions: IC shall be paid \$ 150.00 per day for a maximum of 24 days.

IC will invoice AGENCY for every two-week period of work. Invoice will be processed and paid on the next City Council warrant following the invoice date.
5. REIMBURSEMENT OF EXPENSES AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES All equipment, tools and materials to facilitate these lessons will be supplied by the IC.
7. FEDERAL, STATE AND LOCAL PAYROLL TAXES Neither Federal, not state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in, any employer pension, health, or other fringe benefit plan of the AGENCY.
9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT This agreement shall become effective on July 13, 2020 and shall terminate on August 21, 2020.
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 days' written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

- 13. **TERMINATION WITH CAUSE** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:
 - A. Material violation of this agreement.
 - B. Any act exposing the other party to liability to others for personal injury or property damage.
- 14. **NON-WAIVER** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
- 15. **NO AUTHORITY TO BIND CLIENT** IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
- 16. **DECLARATION BY INDEPENDENT CONTRACTOR** IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.
- 17. **HOW NOTICES SHALL BE GIVEN** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
- 18. **ASSIGNABILITY** This agreement may not be assigned, in whole or in part, by IC without prior written approval by the City of Glen Cove's Director of Parks & Recreation, which may be withheld in the Agency's sole discretion.
- 19. **CHOICE OF LAW** In the event of any dispute hereunder, any action or proceeding which any party may commence shall be brought in the Supreme Court of the State of New York, County of Nassau, or the United States District Court, Eastern District of New York.
- 20. **ENTIRE AGREEMENT** This is the entire agreement of the parties and cannot be changed or modified orally.
- 21. **SEVERABILITY** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
- 22. **AMENDMENTS** This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

AGENCY:

City of Glen Cove Parks & Recreation
 Agency Name

 Signature

Director of Parks & Recreation
 Title

 Date

Resolution 6-M



Assessment Department

City Hall, 9 Glen Street

Glen Cove, NY 11542

To be completed by the Assessor for correction of real property assessment and submitted to the City Council for approval.

Name of Owner: Matthew T. & Alana Lucidi

Property Location: 34 Ridge Drive

Parcel ID: Sec 23 Blk 42 Lot 134

2020 Assessment (AV): \$505,500

Correction: -\$50,550

Corrected AV: \$454,950

Reason and Description for correction

The property located at 34 Ridge Drive suffered from a fire on July 18, 2019. Since the fire occurred after the City's valuation date of July 1, 2019 and due to the pandemic, work has not been completed. The corrected value of assessment is indicated above. Once repairs are complete, the dwelling will be reassessed accordingly for the 2021 assessment roll.

Michael A. Piccirillo
City Assessor

Resolution 6-N



INVESTIGATORY FINDINGS AND DETERMINATION

The Law Offices of Guercio & Guercio, LLP (“Guercio & Guercio, LLP”) was retained by the City of Glen Cove to investigate a complaint of workplace harassment and discrimination by the individual identified on Confidential Schedule “A” (“Complainant”) dated October 15, 2019 (“Complaint”). Guercio & Guercio, LLP conducted a thorough investigation of the Complaint including, but not limited to, three (3) interviews with Complainant, interviews of each individual claimed to have subjected the Complainant to gender discrimination and/or harassment, examination of videos of City Council meetings cited by Complainant in the Complaint, and a review of the Complainant’s personnel file and documents presented by the Complainant during the investigation. As per the Complainant’s request, Guercio & Guercio, LLP refrained from interviewing other individuals.

Based upon a thorough investigation of the Complaint, Guercio & Guercio, LLP determines there is no evidence to support a finding that any employee, officer, elected official or member of the City Council violated City Policy, State laws and/or Federal laws against gender discrimination in their treatment of the Complainant at any time relevant under the Complaint.

Based upon a thorough investigation of the Complaint, Guercio & Guercio, LLP determines there is no evidence to support a finding that any employee, officer, elected official or member of the City Council engaged in harassment of you in violation of City Policy, State laws and/or Federal laws at any time relevant under the Complaint.

Accordingly, Guercio & Guercio, LLP determines the Complaint, in part and in whole, including, but not limited to, any of the claims set therein, is unfounded and/or unactionable.