



Certified: --

221-26

FILED WITH THE NASSAU COUNTY CLERK OF THE
LEGISLATURE JULY 23, 2026
10:45AM

NIFS ID: CLPW24000005

Capital: **X**

Contract ID #: **CQPW19000009**

NIFS Entry Date: **03/19/2024**

Department: Public Works

Service: **Amendment 2 - IMA Phase II City of Glen Cove-
Crescent Beach Contamination**

Term: **Additional Funds-No change in term.**

Contract Delayed:

Slip Type: Amendment		
CRP: X		
Time Extension:		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	No
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	No

Vendor/Municipality Info:	
Name: CITY OF GLEN COVE	
Main Address: 9 GLEN STREET GLEN COVE, NY 11542 Contract Specific Address: City Hall 9 Glen Street Glen Cove, NY 11542 Vendor ID #: 11-6000350	
Main Contact: YELENA QUILES	
Main Phone: (516) 676-2108	

Department:
Contact Name: Daniel Fucci
Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793
Phone: (516) 571-7520
Email: EKobel@nassaucountyny.gov, LDionisio@nassaucountyny.gov, dfucci@nassaucountyny.gov, rdalleva@nassaucountyny.gov, karnold@nassaucountyny.gov

Contract Summary

Purpose: Purpose of this amendment is to add additional funds to the existing IMA between the City and County. Phase II bid costs were higher than expected and additionally, in an effort to assist the City, the County will provide funds for the City to purchase a Caterpillar Compact Track Excavator in order to properly maintain these improvements in the future.

Procurement History: IMA between the City of Glen Cove and the County of Nassau.

Description of General Provisions: The improvements will be done under contracts by the City and paid for directly by the City.

Impact on Funding / Price Analysis: Revised construction cost (as per the City and lowest bid) is: \$287,000.00. Cost of

Caterpillar (exhibit "A") is: \$115,186.00. Total Construction and Caterpillar cost total is: \$402,186.00

Current funding available is \$213,080.00. The County shall add an additional \$ 152,106.00 to partially cover both the Phase II work and purchase of the Caterpillar Compact Track Loader, with future encumbrance(s) to cover the balance once the Bond Ordinance is approved.

Change in Contract from Prior Procurement: The County is adding funds (\$ 152,106.00) for updated Phase II IMA work which includes the construction of a culvert, beach replenishment and environmental plantings as previously approved by the Department and the City's purchase of a Caterpillar Compact Track Loader.

Method of Source Selection:

☒ Contract amendment, extension, or renewal

Contract originally executed on: 08/16/2019

Original procurement method: Inter Municipal Agreement

MWBE Participation:

☒ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☒ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 80044 000	02	\$36,920.00
Project Number		80044						
Project Detail		000						
						TOTAL	\$152,106.00	
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 99206 011	03	\$115,186.00
Project Number		99206						
Project Detail		011						
						TOTAL	\$152,106.00	

Additional Info	
Blanket Encumbrance	
Transaction	107/109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	
Federal	\$0.00
State	\$0.00
Capital	\$152,106.00
Other	\$0.00
Total	\$152,106.00

Routing Slip

Department			
NIFS Entry	Loretta Dionisio	03/21/2024 12:06PM	Approved
NIFS Final Approval	Ken Arnold	03/22/2024 12:13PM	Approved
Final Approval	Loretta Dionisio	04/04/2024 02:58PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	04/04/2024 04:29PM	Approved
Final Approval	Roseann D'Alleva	04/04/2024 04:29PM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	04/05/2024 07:43AM	Approved
Approval as to Form	Salvatore Spezio	04/08/2024 01:47PM	Approved
NIFS Approval	Mary Nori	04/24/2024 04:20PM	Approved
Final Approval	Mary Nori	04/24/2024 04:20PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	04/05/2024 02:45PM	Approved
NIFA Approval	Christopher Nolan	04/22/2024 11:03AM	Approved
Final Approval	Christopher Nolan	04/22/2024 11:03AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/25/2024 10:31AM	Approved
DCE Compliance Approval	Robert Cleary	04/29/2024 02:51PM	Approved
Vertical DCE Approval	Arthur Walsh	07/23/2026 09:53AM	Approved
Final Approval	Arthur Walsh	07/23/2026 09:53AM	Approved

Legislative Affairs Review			
Final Approval	Christopher Leimone	07/23/2026 10:08AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
AMENDMENT TO AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN
COVE IN RELATION TO A PROJECT TO REMEDIATE CRESCENT BEACH

WHEREAS, the County of Nassau (the “County”) and the City of Glen Cove (the “City”) are authorized, pursuant to Article 5-G of the General Municipal law to enter into intergovernmental agreements; and

WHEREAS, in 2019 the County and the City entered into an intermunicipal agreement (“IMA”) to procure environmental remediation services in connection with a project (the “Project”) to remediate contamination at Crescent Beach in Glen Cove; and

WHEREAS, the City and County have developed a remediation plan; and

WHEREAS the County and the City believe it to be in the best interest of the taxpayers of their respective municipalities to amend the IMA to include additional funding to implement and maintain the plan as set forth in the proposed amendment to the IMA, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute an amendment to the said agreement with the City, in relation to the aforesaid services; and be it further;

RESOLVED, that pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a “Type II Action” within the meaning of 617.5© of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

AMENDMENT NO. 2

**AGREEMENT BETWEEN
THE COUNTY OF NASSAU, NEW YORK
AND
THE CITY OF GLEN COVE, NEW YORK
IN RELATION TO REMEDIATION STORMWATER OF THE
CONTAMINATION OF CRESCENT BEACH**

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between the COUNTY OF NASSAU, a municipal corporation having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as the "County") and the CITY OF GLEN COVE, a municipal corporation having offices at 9 Glen Street, Glen Cove, NY 11542 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, pursuant to that certain Agreement between the County and the City signed by the County on August 16th, 2019 (the "Original Agreement") the parties agreed to a project to improve storm water quality of Crescent Beach in the City of Glen Cove (the "Project").

WHEREAS, the County and the City desire to clarify the scope of Project and to add additional funds to the project described Original Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree that effective as of the date hereof, the original Agreement shall be amended and modified as follows:

1. Revised Scope of the Project. The County and the City hereby agree to change the scope of the Project as set forth in attached exhibits "A", attached hereto and made a part hereof.

2. Increased County Contribution. The County Contribution for Phase II, which is for the implementation and completion of DPW approved design, is increased by \$209,920.00 for a total of \$425,000.00 for the construction and implementation of the Project, including the County's purchase of a Caterpillar Compact Track Loader for the City. All funds to be paid to the City to construct and implement the DPW approved design and purchase the Caterpillar Compact Track Loader will be paid in advance of the construction and in advance of the purchase of the Caterpillar Compact Track Loader.

3. Full Force and Effect. Except to the extent that this Amendment changes the Original Agreement to include the revised project scope contained in the Exhibit A, and a revised County Contribution, including revised payment terms all the terms and

conditions of the Original Agreement, are unchanged by this Amendment and shall remain in full force and effect and govern the relationship of the parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date this Agreement is last executed by the Parties.

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

City of Glen Cove

By: 
Name: Pamela D. Panzenbeck
Title: Mayor
Date: 3/28/2024

County of Nassau's Acknowledgement:

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2010 before me personally came _____, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is _____ of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Municipality's Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 28 day of March, in the year 2010²⁴ before me personally came Pamela P. Parnitzke 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 corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority of the New York State _____ Law and the Code of the _____.

NOTARY PUBLIC



CAMILLE BYRNE
Notary Public, State of New York
No. 01BY4729113
Qualified in Nassau County
Commission Expires January 31, 2027

EXHIBIT "A"

**CRESCENT BEACH REMEDIATION
PURCHASE OF CATERPILLER COMPACT TRACK LOADER**



November 22, 2023

CITY OF GLEN COVE

CITY HALL
GLEN COVE, New York 11542

Emanuel Grella,

NYS CONTRACT (SOURCEWELL) PRICING

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc Model: 299D3XE Compact Track Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C0087-23

SERIAL NUMBER: 0BX906648

YEAR: 2023

SMU: 5

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

Jack Rosa
Machine Sales Representative
JRosa@hopenn.com
(516) 246-1608

One (1) New Caterpillar Inc Model: 299D3XE Compact Track Loader with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.8 turbo aftercooled diesel engine -Gross horsepower per SAE J1349 -110 hp (82 kW) @ 2400 RPM -Electric fuel priming pump -Air inlet heater starting aid -Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator/hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -wet multi disc parking brakes -Hydrostatic transmission

UNDERCARRIAGE -Triple flange idler - front and rear -Suspension - independent torsion axle(4) -Two speed travel with ride control -

HYDRAULICS -High flow: 40 gpm (150 lpm) max -High flow Pressure: 4061 psi -28000 kPa max -Continuous flow -Hydraulics, proportional -Worktool harness -CONTROLS: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -Transmission control -Speed Sensor Guarding -

STARTERS, BATTERIES, & ALTERNATORS -1000 CCA heavy duty battery w/disconnect -

ELECTRICAL -12 Volt electrical system -100 ampere alternator -ignition key start / stop / aux switch -Lights: -Gauge backlighting -Two rear tail lights -Dome light -Backup alarm -Electrical outlet, beacon -

OPERATOR ENVIRONMENT -Operator warning system indicators: -Air filter restriction -Alternator output -Armrest raised / operator out of seat -Engine coolant temperature -Engine oil pressure -Air inlet heater activation -Hydraulic filter restriction -Hydraulic oil temperature -Park brake engages -Engine emission system -Gauges: DEF level, fuel level, -hour meter and tachometer -Storage compartment with netting -Seat, comfort, air suspension, cloth, -heat -High back heated seat with recline -Lumbar support -Fully adjustable seat mounted -controls -Ergonomic contoured armrest -Control interlock system, when operator leaves seat or armrest raised : -Hydraulic system disables -Hydrostatic transmission disables -Parking brake engages -ROPS, Cab, enclosed (C3), tilt up: -Air conditioner incl heater/defroster -Side windows -Cup holder -FOPS, Level I -Top and rear windows -Deluxe headliner -Floormat -Interior rear view mirror -12V Electric socket -Horn -Hand (dial) & foot throttle, electronic -Dual direction electronic self level - (raise and lower) -Work tool return to dig -Work tool positioner -Electronic snubbing (lift) -Advanced LCD display -Full color 5 inch LCD screen -Advanced anti-theft security system -with 50 user code capability -Rear view camera

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Cast rear bumper -Ventilated rear door with integrated -sealing

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty quick disconnects with -integrated pressure release -Split d-ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

MACHINE SPECIFICATIONS

299D3 XE COMPACT TRACK LOADER	512-4300
LANE 3 ORDER	0P-9003
PACK, DOMESTIC TRUCK	0P-0210
HEATER, ENGINE COOLANT, 120V	345-3556
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148
REAR LIGHTS	356-6082
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FILM, RIDE CONTROL, ANSI	422-3445

FILM, SELF LEVEL, ANSI	435-9238
TRACK, RUBBER, 450MM(17.7 IN) BAR	454-6079
QUICK COUPLER, HYDRAULIC	512-3401
DEBRIS MGMT PKG, NONE (DM0)	512-3467
INSTRUCTIONS, ANSI, USA	512-4284
SEAT BELT, 2"	542-6994
CERTIFICATION ARR, P65	563-1163
PRODUCT LINK, CELLULAR PL641	573-8121
DOOR, CAB, POLYCARBONATE	586-1308
CAB PACKAGE, ULTRA	588-9141
SHIPPING/STORAGE PROTECTION	0P-2266
FACTORY COUPLER/S# MC2302762501	423-3676
SERIAL# 2NU3855	EN-GINE
BUCKET-GP, 86", BOCE	2968192

WARRANTY & COVERAGE

Standard Warranty: 24 Months or 2,000 hour Full Machine

Extended Coverage: 60 Month / 2,500 Hour (Whichever Comes First) Powertrain, Hydraulics and Technology Coverage

SELL PRICE	
NET BALANCE DUE	\$108,740.00
AFTER TAX BALANCE	\$108,740.00
	\$108,740.00

F.O.B./TERMS:

Glen Cove, NY

PAYMENT TERMSCash Delivery Terms

CASH WITH ORDER	QUOTE SELL PRICE
\$0.00	\$108,740.00

ADDITIONAL OPTIONAL ATTACHMENTS

➤ 217-6230 Bucket- Industrial Grapppler, 80", BOCE.....\$6,446.00

Accepted by _____ on _____

Signature

EXHIBIT "A"

**CRESCENT BEACH REMEDIATION
PURCHASE OF CATERPILLER COMPACT TRACK LOADER**



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299D3 XE COMPACT TRACK LOADER
LANE 3 ORDER
PACK, DOMESTIC TRUCK
HEATER, ENGINE COOLANT, 120V
COUNTERWEIGHT,MACHINE,EXTERNAL
REAR LIGHTS
SERIALIZED TECHNICAL MEDIA KIT
FILM, RIDE CONTROL, ANSI

512-4300
0P-9003
0P-0210
345-3556
345-5148
356-6082
421-8926
422-3445

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QUICK COUPLER, HYDRAULIC	512-3401
DEBRIS MGMT PKG, NONE (DM0)	512-3467
INSTRUCTIONS, ANSI, USA	512-4284
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Glen Cove, NY

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ADDITIONAL OPTIONAL ATTACHMENTS

➤ 217-6230 Bucket- Industrial Grapppler, 80", BOCE.....\$6,446.00

Accepted by _____ on _____

Signature

State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

September 30, 2021

NYSDEC # 1-2805-00223/00002

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The **New York State Department of Environmental Conservation** has determined, based on the information and analysis below and any supporting documentation, that the proposed action **will not** result in any significant adverse environment impacts and that a Draft Environmental Impact Statement will not be prepared.

Name of Action: City of Glen Cove Crescent Beach Stormwater

SEQR Status: Type I Action ☐ Unlisted Action ☒

Description: The applicant proposes to remove 87 linear feet of existing clogged 18-inch diameter reinforced concrete pipe with a 4-foot by 2-foot by 87-foot reinforced concrete box culvert to increase the flushing and salinity of a formerly connected tidal wetland. All disturbed tidal wetland vegetation will be replanted with native grasses and shrubs. Regrade 250 linear feet of intertidal area devoid of tidal wetland vegetation at Crescent Beach and place up to 190 cubic yards of clean beach compatible sand to reduce the public's exposure to standing water that typically contains high bacteria levels. The project is located at the North Country Colony property, Cobble Court and Crescent Beach, 650 feet northwest of Valley Road, City of Glen Cove.

Location: Valley Road, Minden Road, Cobble Court, City of Glen Cove

Contact Person: Matthew R. Penski, Environmental Analyst 2
NYSDEC Region 1, Division of Environmental Permits
SUNY @ Stony Brook
50 Circle Road
Stony Brook, NY 11790-3409

Telephone Number: (631) 444-0365

SEQRA NEGATIVE DECLARATION - Page 2

DEC # 1-2805-00223/00002

Reasons Supporting This Determination: (See 6NYCRR Part 617.7 for requirements of this determination)

1. There may be some turbidity of tidal waters associated with the culvert construction and grading of Crescent Beach. Any turbidity will dissipate following completion of work. These impacts will be minor in nature and temporary in duration.
2. Fish and wildlife may be displaced during construction but will quickly return upon completion of work. No threatened or endangered species, or migratory pathways were identified at this site.
3. No historic, archeological, or cultural resources will be impacted as a result of this project.
4. Long term and cumulative impacts resulting from sand placement, culvert installation, and associated structures were considered, however, any future impacts are not understood at this time.
5. Energy usage will be minimal and not significant. No other impacts were identified in this review.

For Type I Actions and Conditioned Negative Declarations, a copy of this Notice must be sent to:

- Commissioner, NYSDEC, 50 Wolf Road, Albany, New York 12233-0001
- Town Supervisor or Village Mayor in which action is located.
- Applicant
- Other involved agencies and interested parties (if any).

New York State Department of Environmental Conservation
Division of Environmental Permits

NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790-3409
(631) 444-0365

September 30, 2021

LAND USE ECOLOGICAL SERVICES INC
570 EXPRESSWAY DR S STE 2F
MEDFORD, NY 11763-2049

Re: DEC ID # 1-2805-00223/00002
CITY OF GLEN COVE CRESCENT BEACH STORMWATER

IMPROVEMENTS

Dear Applicant Agent :

Please be advised that your application for a DEC permit(s) is complete and a technical review has commenced. Notice and the opportunity for public comment is required for this application. Enclosed is a Notice of Complete Application for your project. Please have the Notice published in the newspaper identified below once during the week of 10/11/2021 on any day Monday through Friday.

The official newspaper of the Town (City) of GLEN COVE.
Contact the Town (City) Clerk's office to confirm the official newspaper.

On the Notice of Complete Application, that information presented between the horizontal lines, on the enclosed page(s) should be published. Do not print this letter or the information contained below the second horizontal line. Please request the newspaper publisher to provide you with a Proof of Publication for the Notice. Upon receipt of the Proof of Publication promptly forward it to this office. You must provide the Proof of Publication before a final decision can be rendered on your application. You are responsible for paying the cost of publishing the Notice in the newspaper.

Notification of this complete application is also being provided by this Department in the NYSDEC Environmental Notice Bulletin.

This notification does not signify approval of your application for permit. Additional information may be requested from you at a future date, if deemed necessary to reach a decision on your application. Your project is classified major under the Uniform Procedures Act. Accordingly, a decision is due within 90 days of the date of this notice unless a public hearing is held, which may extend this time frame. If a public hearing is necessary, you will be notified.

If you have any questions please contact me at the above address or phone number above.

Sincerely,



MATTHEW R. PENSKI
Division of Environmental Permits

THIS IS NOT A PERMIT

**New York State Department of Environmental Conservation
Notice of Complete Application**

Date: 09/30/2021

Applicant: CITY OF GLEN COVE
CITY HALL
9 GLEN ST
GLEN COVE, NY 11542

Facility: CITY OF GLEN COVE CRESCENT BEACH STORMWATER IMPROVEMENTS
INT OF VALLEY RD, MINDEN RD AND COBBLE CT]NCTM# 31-31-4
GLEN COVE, NY 11542

Application ID: 1-2805-00223/00002

Permits(s) Applied for: 1 - Article 15 Title 5 Excavation & Fill in Navigable Waters
1 - Article 25 Tidal Wetlands
1 - Section 401 - Clean Water Act Water Quality Certification

Project is located: in GLEN COVE in NASSAU COUNTY

Project Description:

The applicant proposes to remove 87 linear feet of existing clogged 18-inch reinforced concrete pipe with a 4-foot by 2-foot by 87-foot reinforced concrete box culvert to increase the flushing and salinity of a formerly connected tidal wetland. All disturbed tidal wetland vegetation will be replanted with native grasses and shrubs. Regrade 250 linear feet of intertidal area devoid of tidal wetland vegetation at Crescent Beach and place up to 190 cubic yards of clean beach compatible sand to reduce the public's exposure to standing water that typically contains high bacteria levels. The project is located at the North Country Colony property, Cobble Court and Crescent Beach, 650 feet northwest of Valley Road, City of Glen Cove, Nassau County.

Availability of Application Documents:

Filed application documents, and Department draft permits where applicable, are available for inspection during normal business hours at the address of the contact person. To ensure timely service at the time of inspection, it is recommended that an appointment be made with the contact person.

State Environmental Quality Review (SEQR) Determination

Project is an Unlisted Action and will not have a significant impact on the environment. A Negative Declaration is on file. A coordinated review was not performed.

SEQR Lead Agency

None Designated

State Historic Preservation Act (SHPA) Determination

Evaluation using a Structural-Archaeological Assessment Form or other information has concluded that the proposed activity will not impact registered, eligible or inventoried archaeological sites or historic structures.

Coastal Management

This project is located in a Coastal Management area and is subject to the Waterfront Revitalization and Coastal Resources Act.

Availability For Public Comment

Comments on this project must be submitted in writing to the Contact Person no later than 10/28/2021 or 15 days after the publication date of this notice, whichever is later.

Contact Person

MATTHEW R PENSKI
NYSDEC
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790-3409
(631) 444-0358

CC List for Complete Notice

Chief Executive Officer
CITY OF GLEN COVE
LAND USE ECOLOGICAL SERVICES INC
ENB
File

Short Environmental Assessment Form

Part 1 - Project Information

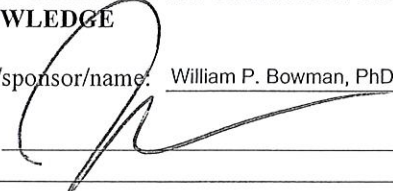
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project:			
Project Location (describe, and attach a location map): Cobble Court (~650 ft north of intersection with Valley Road) and Crescent Beach (at northern end of Crescent Beach Road)			
Brief Description of Proposed Action: This application requests Department authorization to replace an ineffective, clogged 18" RCP culvert under Cobble Court with a 4-ft concrete box culvert to increase tidal exchange/flushing within the tidal creek. In addition to the water quality benefits expected to result from the proposed culvert improvements, the increased salinity within the tidal wetland upstream of Cobble Court would likely result in some reduction of Phragmites-dominated marsh and conversion to native high marsh or native intertidal marsh communities. Increasing the capacity for this tidal wetland to drain at low tide would also likely result in reduced waterlogging of marsh soils and may also contribute to an expansion of existing native high and intertidal marsh communities. The City of Glen Cove also proposes to re-grade ~250 linear feet of beach between mean low water and mean high water (including placement of up to 190 CY of beach compatible sand) to reduce standing water in the public beach.			
Name of Applicant or Sponsor: City of Glen Cove (Mayor Tim Tenke)		Telephone: 516-676-2004 E-Mail: mayor@glencoveny.gov	
Address: 9 Glen Street			
City/PO: Glen Cove		State: NY	Zip Code: 11542
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☐	YES ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: City of Glen Cove funding, Permits from USACE and NYSDOS		NO ☐	YES ☒
3. a. Total acreage of the site of the proposed action?		19.4 acres	
b. Total acreage to be physically disturbed?		~0.5 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		19.4 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☒ Aquatic ☒ Other(Specify): Beach and Tidal Wetlands ☒ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
No, as per NYSDEC EAF Mapper If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements? Not Applicable. If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	☐	☐	
10. Will the proposed action connect to an existing public/private water supply? Not applicable If No, describe method for providing potable water: _____ _____	NO	YES	
	☐	☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☒	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Long Island Sound beach (between MHW and MLW). Extent of proposed grading is ~16,500 SF. The proposed culvert replacement is within a tidal creek tributary to Long Island Sound. Area of disturbance within the wetland is ~700 SF (total area of disturbance is ~2,224 SF). _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☒ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☒ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? As per EAF Mapper	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☐	☒
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☒	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ As per EAF Mapper	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>William P. Bowman, PhD</u> Date: <u>Aug 30, 2021</u> Signature:  Title: <u>Sr Scientist</u>		



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: CITY OF GLEN COVE

2. Amount requiring NIFA approval: \$209,920.00

Amount to be encumbered: \$152,106.00

Slip Type: Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: to Additional Funds-No change in term.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? No

Has NIFA approved the borrowing for this contract? No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Purpose of this amendment is to add additional funds to the existing IMA between the city and county. Phase II bid costs were higher than expected and additionally, in an effort to assist the city, the county will provide funds for the city to purchase a Caterpillar Compact Track Excavator in order to properly maintain these improvements in the future.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN

04/22/2024

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: CITY OF GLEN COVE

Address: 9 Glen St. Glen Cove NY 11542

City: glen cove State/Province/Territory: NY Zip/Postal Code: 11542

Country: US

2. Entity's Vendor Identification Number: 11-6000350

3. Type of Business: Other (specify) Municipality

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: 2026 List of Principals.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

None, City municipality

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

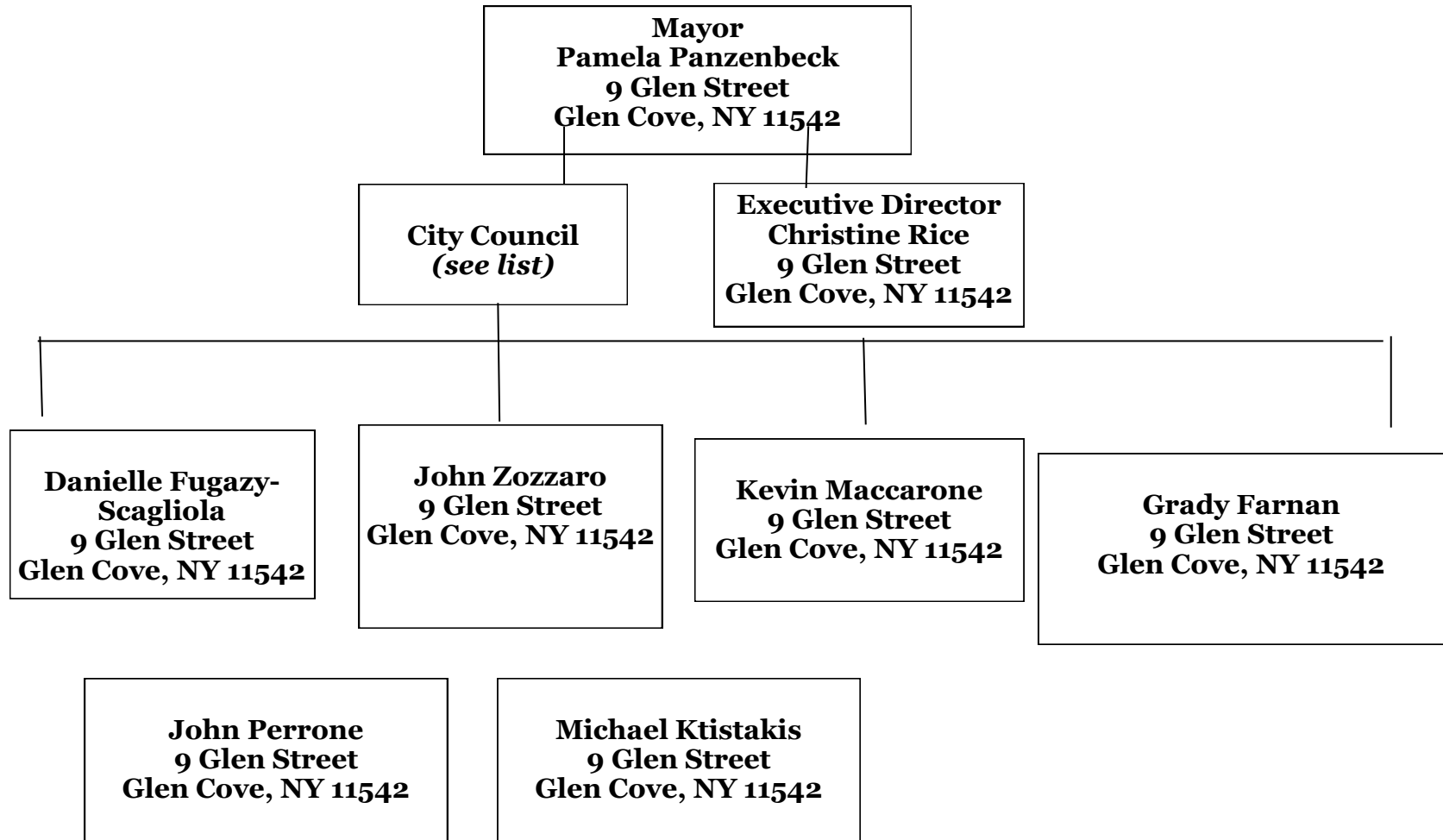
Electronically signed and certified at the date and time indicated by:
Stephanie Soter [SSOTER@GLENCOVENY.GOV]

Dated: 06/24/2026 01:04:06 pm

Title: Fiscal Coordinator

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

City of Glen Cove Senior Center List of Principals



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: January 8, 2024

SUBJECT: City of Glen Cove (City) Amendment 2 to Inter-Municipal Agreement
Crescent Beach Stormwater Remediation

This Department is requesting authorization to again amend the existing Inter-Municipal Agreement with the City of Glen Cove for services related to Crescent Beach improvements located within the city limits. Crescent Beach has experienced a prolonged beach closure because of high bacteria levels that enter the beach from an adjacent stream corridor.

In 2019 the County entered into an Inter-Municipal Agreement with the city that included a phase I and phase II component. The phase I component included the funding of a study, recommendations, design, and permitting services in order to improve the water quality at Crescent Beach. Funding for phase I was approved within the initial IMA not to exceed \$200,000.00.

As per the initial IMA-Phase II would provide a funding mechanism for the construction of the phase I plans pursuant to this departments review and approval. Those plans were submitted to the department. There are three (3) components that were recommended for funding because of the phase I work. They include the construction of a culvert, beach replenishment and environmental plantings. The funding required (Amendment 1) to construct the three recommended solutions was estimated to cost \$213,080.00.

This new amendment to the initial IMA is required because the lowest bid cost for the aforementioned components came in higher than expected (Approximately \$287,000.00). Additionally, the city is requesting the purchase of a Caterpillar Compact Track Loader (Capped at \$115,186.00) to maintain the project goals in the future. Please note that the Legislators CRP will be used to fund the equipment, \$115,186 and Capital Project 80044 will fund the improvement, \$287,000. This amendment would also require approval of the County Legislature.

Following your approval or disapproval, we will proceed accordingly.



Kenneth G. Arnold
Commissioner

c: Roseann D'Alleva, Deputy Commissioner
Vincent Falkowski, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Daniel C. Fucci, Environmental Specialist III

KGA:VF:rp

Attachment

APPROVED:

DISAPPROVED:



Date

Date

Chief Deputy County Executive
W:\PFS\BPM\Data\BPM\IN\Letters for Signature\Water Management\Perfetti\Memo to Walsh - Approval of Amendment 2 to IMA
Crescent Beach Glen Cove.doc





Certified: --

161-23

Filed with the Clerk of the Nassau County
Legislature: 05/02/2023 01:36PM

NIFS ID: CLPW23000006

Capital: X

Contract ID #: CQPW19000009

NIFS Entry Date: 03/23/2023

Department: Public Works

Service: Amendment 1-IMA Phase II City of Glen Cove-
Crescent Beach Contamination

Term: Amendment is for additional funds only. No change in
term

Contract Delayed:

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	No

Vendor/Municipality Info:	
Name: City of Glen Cove	ID#:116000350
Main Address: Glen Cove City Hall glen cove, NY 11542	
Main Contact: Amy Franklin	
Contract Specific Contact: Ann Fangmann	
Main Phone: (516) 320-7833	
Contract Specific Phone: (516) 676-1625	

Department:
Contact Name: Daniel Fucci
Address: NCDPW Water/Wastewater Engineering Cedar Creek WPCP, Bldg R, 3rd Floor 3340 W. Merrick Road Wantagh, NY 11793
Phone: (516) 571-7520
Email: dfucci@nassaucountyny.gov,rdalleva@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov

Contract Summary

Purpose: The objective of this project, in accordance with the Intermunicipal Agreement between the County of Nassau and the City of Glen Cove, is to reopen Crescent Beach to the public. H2M architects and engineers provided professional services and analyzed cost-effective methodologies to remedy the bacteria contamination of Crescent Beach. That was accomplished under phase I of the IMA. Now Phase 2 is the implementation and completion of said course of action for the remediation at Crescent Beach which includes the construction of a culvert, environmental plantings and beach replenishment.

Method of Procurement: IMA Between the County of Nassau and the City of Glen Cove.
Procurement History: The City shall be solely responsible for carrying out the project and all costs associated therewith, except that the county shall contribute a sum not to exceed (\$213,080.00) for Phase II IMA work which includes the construction of a culvert, environmental plantings and beach sand replenishment as previously approved by the department. The initial IMA encumbered funds for Crescent Beach Phase 1 work only which included \$200,000 to cover consultant design, engineering, permitting, and CM work and not construction. Phase II (this amendment) will cover construction costs as mentioned above.
Description of General Provisions: The improvements will be done under contracts by the City and paid for directly by the City.
Impact on Funding / Price Analysis: The County shall contribute a sum not to exceed (\$213,080.00) in Phase II for the construction of a culvert, environmental plantings and beach sand replenishment as previously approved by the department based upon receiving a formal letter from the City with attached designs and cost estimates. Project Number 80044.
Change in Contract from Prior Procurement: The County is adding funds not to exceed (\$213,080.00) for Phase II IMA work which includes the construction of a culvert, environmental plantings and beach sand replenishment as previously approved by the department.
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 80044 000	02	\$213,080.00
Project Number		80044						
Project Detail		000						
TOTAL							\$213,080.00	

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$213,080.00
Other	\$0.00
Total	\$213,080.00

Routing Slip

Department			
NIFS Entry	Roseann D'Alleva	03/23/2023 11:37AM	Approved
NIFS Final Approval	Roseann D'Alleva	03/23/2023 11:39AM	Approved
Final Approval	Roseann D'Alleva	03/23/2023 11:39AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	03/23/2023 11:39AM	Approved
Final Approval	Roseann D'Alleva	03/23/2023 11:39AM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	03/23/2023 12:08PM	Approved
Approval as to Form	Richard Soleymanzadeh	03/24/2023 09:31AM	Approved
NIFS Approval	Mary Nori	03/27/2023 01:54PM	Approved
Final Approval	Mary Nori	03/27/2023 01:54PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	03/23/2023 12:22PM	Approved
NIFA Approval	Christopher Nolan	03/24/2023 05:32PM	Approved
Final Approval	Christopher Nolan	03/24/2023 05:32PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/30/2023 10:24AM	Approved
DCE Compliance Approval	Robert Cleary	04/07/2023 01:07PM	Approved
Vertical DCE Approval	Arthur Walsh	04/27/2023 01:41PM	Approved
Final Approval	Arthur Walsh	04/27/2023 01:41PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	05/02/2023 12:50PM	Approved

Legislature			
Final Approval	Crystal Albert	06/09/2023 10:41AM	Approved
NIFA			
NIFA Approval	Kathie Stella	06/23/2023 02:12PM	Approved
Comptroller			
Claims Approval	Joseph Marcinek	06/15/2023 04:40PM	Approved
Legal Approval	Charlie Casolaro	06/15/2023 04:54PM	Approved
Accounting / NIFS Approval	Michael Cohen	06/16/2023 10:05AM	Approved
Deputy Approval	Beaumont Jefferson	06/16/2023 03:10PM	Approved
Final Approval	Beaumont Jefferson	06/16/2023 03:10PM	Approved



Certified: --

161-23

NIFS ID: CLPW23000006

Capital: X

Contract ID #: CQPW19000009

NIFS Entry Date: 03/23/2023

Department: Public Works

Service: Amendment 1-IMA Phase II City of Glen Cove-Crescent Beach Contamination

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Time Extension:		
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Blanket Resolution:		
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2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	No

Vendor/Municipality Info:	
Name: City of Glen Cove	ID#: 116000350
Main Address: Glen Cove City Hall glen cove, NY 11542	
Main Contact: Amy Franklin	
Contract Specific Contact: Ann Fangmann	
Main Phone: (516) 320-7833	
Contract Specific Phone: (516) 676-1625	

Department:
Contact Name: Daniel Fucci
Address: NCDPW Water/Wastewater Engineering Cedar Creek WPCP, Bldg R, 3rd Floor 3340 W. Merrick Road Wantagh, NY 11793
Phone: (516) 571-7520
Email: dfucci@nassaucountyny.gov, rdalleva@nassaucountyny.gov, ldionisio@nassaucountyny.gov, ekobel@nassaucountyny.gov

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Description of General Provisions: The improvements will be done under contracts by the City and paid for directly by the City.
Impact on Funding / Price Analysis: The County shall contribute a sum not to exceed (\$213,080.00) in Phase II for the construction of a culvert, environmental plantings and beach sand replenishment as previously approved by the department based upon receiving a formal letter from the City with attached designs and cost estimates. Project Number 80044.
Change in Contract from Prior Procurement: The County is adding funds not to exceed (\$213,080.00) for Phase II IMA work which includes the construction of a culvert, environmental plantings and beach sand replenishment as previously approved by the department.
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 80044 000	02	\$213,080.00
Project Number		80044						
Project Detail		000						
TOTAL							\$213,080.00	

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$213,080.00
Other	\$0.00
Total	\$213,080.00

Routing Slip

Department			
NIFS Entry	Roseann D'Alleva	03/23/2023 11:37AM	Approved
NIFS Final Approval	Roseann D'Alleva	03/23/2023 11:39AM	Approved
Final Approval	Roseann D'Alleva	03/23/2023 11:39AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	03/23/2023 11:39AM	Approved
Final Approval	Roseann D'Alleva	03/23/2023 11:39AM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	03/23/2023 12:08PM	Approved
Approval as to Form	Richard Soleymanzadeh	03/24/2023 09:31AM	Approved
NIFS Approval	Mary Nori	03/27/2023 01:54PM	Approved
Final Approval	Mary Nori	03/27/2023 01:54PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	03/23/2023 12:22PM	Approved
NIFA Approval	Christopher Nolan	03/24/2023 05:32PM	Approved
Final Approval	Christopher Nolan	03/24/2023 05:32PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/30/2023 10:24AM	Approved
DCE Compliance Approval	Robert Cleary	04/07/2023 01:07PM	Approved
Vertical DCE Approval	Arthur Walsh	04/27/2023 01:41PM	Approved
Final Approval	Arthur Walsh	04/27/2023 01:41PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	05/02/2023 12:50PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RESOLUTION NO. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO CONTRIBUTE FUNDS
TO A REMEDIAL PROJECT AS PER THE TERMS OF AN INTER-MUNICIPAL
AGREEMENT WITH THE CITY OF GLEN COVE IN RELATION TO A PROJECT TO
REMEDiate CRESCENT BEACH

WHEREAS, the County of Nassau (the “County”) and the City of Glen Cove (the “City”) as authorized, by Article 5-G of the General Municipal Law, entered into intergovernmental agreement in 2019 (IMA) and to procure environmental remediation services in connection with a project to remediate contamination at Crescent Beach in Glen Cove (the “Project”); and

WHEREAS, as per the terms of the IMA, the Project was divided into two Phases.

WHEREAS, in Phase I the County contributed funds to the City, through its consultant, prepared the remedial plans and specifications,

WHEREAS, the remedial plans and specifications were as per the terms of the IMA submitted to the County’s Department of Public Works(“DPW”) for review and approval,

WHEREAS, DPW has reviewed and approved the remedial plans and specifications prepared pursuant to Phase I of the IMA,

WHEREAS, pursuant to the IMA, DPW is seeking approval for the County's contribution of \$213,080.00 to implement Phase II of the Project- remedial work

WHEREAS, County contribution shall be used to fund the Project as specified at paragraphs 2 and 3 of the IMA.

WHEREAS, pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., on September 30, 2021 the New York State Department of Environmental Conservation (DEC), based on the attached Environmental Assessment Form, issued a Negative Declaration for the Phase II remedial work - which the DEC had categorized as an Unlisted Action – finding that the Phase II remedial work will not result in any significant adverse environmental impacts;

RESOLVED, that the Nassau County Legislature authorizes the County Executive to contribute \$213,080.00 to implement and complete the Project; and be it further.

RESOLVED, that pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project, as described in the attached Environmental Assessment Form is an "Unlisted Action" within the meaning of Part 617 of 6 N.Y.C.R.R., and, in accordance with the findings expressed in the attached Determination of Non- Significance issued by the DEC will not have a significant effect on the environment and no further review is required.

Pamela D. Panzenbeck
Mayor



Phone: (516) 676-2000
Fax: (516) 676-3104
www.GlenCoveNY.gov

CITY OF GLEN COVE

City Hall
9 Glen Street
Glen Cove, NY 11542-4106

April 19, 2022

Mr. Kenneth G Arnold P.E.
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590-2723

Re: IMA City of Glen Cove —Phase II Scope Identification

Dear Mr. Arnold:

An Intermunicipal Agreement (IMA) between the City of Glen Cove (City) and Nassau County provides funding for engineering services (Phase I) and implementation of a program (Phase II) to remedy bacteria contamination of Crescent Beach. The engineering report that was prepared by H2M, recommended multiple projects under the program to address the bacteria contamination:

Environmental Plantings

As part of Phase II of the IMA, the City has completed a project in the program that provided environmental landscaping on a City owned parcel (Section 31, Block 31, Lot 4) that receives flow from two storm drain pipes. The work was completed in October 2021 by Scenic Designs, Inc. of East Moriches at a cost of \$28,080 and was paid by the City of Glen Cove on 12/28/21 (check number 2916922120).

Beach Replenishment

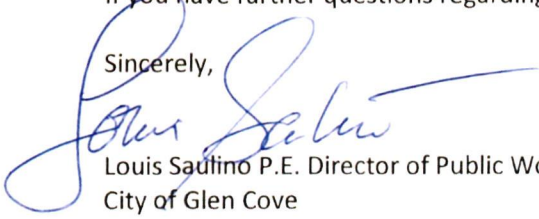
250 linear feet of intertidal area devoid of tidal/wetland vegetation at Crescent Beach will be regraded. Up to 190 cubic yards of clean beach compatible sand will be placed to improve recreational use and to reduce public exposure to standing water that typically contains high bacteria levels. The intent of the work is to provide a more uniform slope to the public beach. With natural shifting of sands, the City expects periodic maintenance grading will need to be provided to eliminate depressions where standing water can accumulate on the beach. Cost estimate for this scope of the project is \$15,000.

Culvert

The existing clogged 18-inch diameter reinforced concrete pipe will be removed and replaced with a 2-foot-high x 4-foot-wide concrete box culvert. The larger pipe will increase flushing and salinity of a formerly connected tidal wetland. Pipe length is 87 feet. The tidal wetland is tributary to the creek that discharges near the southerly end of the City's public beach portion of Crescent Beach. Cost Estimate for this scope of the project is \$170,000. Total estimated cost of Phase II construction is \$213,080.

If you have further questions regarding this letter or project, feel free to contact me at 516 676-4402

Sincerely,

A handwritten signature in blue ink, appearing to read "Louis Saulino", is written over the word "Sincerely,".

Louis Saulino P.E. Director of Public Works
City of Glen Cove

cc Legislator Delia DeRiggi-Whitton
cc Mayor Pamela D. Panzenbeck
cc Daniel C. Fucci Environmental Specialist III
cc Rocco Graziosi Project Manager

State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

September 30, 2021

NYSDEC # 1-2805-00223/00002

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The **New York State Department of Environmental Conservation** has determined, based on the information and analysis below and any supporting documentation, that the proposed action **will not** result in any significant adverse environment impacts and that a Draft Environmental Impact Statement will not be prepared.

Name of Action: City of Glen Cove Crescent Beach Stormwater

SEQR Status: Type I Action ☐ Unlisted Action ☒

Description: The applicant proposes to remove 87 linear feet of existing clogged 18-inch diameter reinforced concrete pipe with a 4-foot by 2-foot by 87-foot reinforced concrete box culvert to increase the flushing and salinity of a formerly connected tidal wetland. All disturbed tidal wetland vegetation will be replanted with native grasses and shrubs. Regrade 250 linear feet of intertidal area devoid of tidal wetland vegetation at Crescent Beach and place up to 190 cubic yards of clean beach compatible sand to reduce the public's exposure to standing water that typically contains high bacteria levels. The project is located at the North Country Colony property, Cobble Court and Crescent Beach, 650 feet northwest of Valley Road, City of Glen Cove.

Location: Valley Road, Minden Road, Cobble Court, City of Glen Cove

Contact Person: Matthew R. Penski, Environmental Analyst 2
NYSDEC Region 1, Division of Environmental Permits
SUNY @ Stony Brook
50 Circle Road
Stony Brook, NY 11790-3409

Telephone Number: (631) 444-0365

SEQRA NEGATIVE DECLARATION - Page 2

DEC # 1-2805-00223/00002

Reasons Supporting This Determination: (See 6NYCRR Part 617.7 for requirements of this determination)

1. There may be some turbidity of tidal waters associated with the culvert construction and grading of Crescent Beach. Any turbidity will dissipate following completion of work. These impacts will be minor in nature and temporary in duration.
2. Fish and wildlife may be displaced during construction but will quickly return upon completion of work. No threatened or endangered species, or migratory pathways were identified at this site.
3. No historic, archeological, or cultural resources will be impacted as a result of this project.
4. Long term and cumulative impacts resulting from sand placement, culvert installation, and associated structures were considered, however, any future impacts are not understood at this time.
5. Energy usage will be minimal and not significant. No other impacts were identified in this review.

For Type I Actions and Conditioned Negative Declarations, a copy of this Notice must be sent to:

- Commissioner, NYSDEC, 50 Wolf Road, Albany, New York 12233-0001
- Town Supervisor or Village Mayor in which action is located.
- Applicant
- Other involved agencies and interested parties (if any).

**New York State Department of Environmental Conservation
Division of Environmental Permits**

NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790-3409
(631) 444-0365

September 30, 2021

LAND USE ECOLOGICAL SERVICES INC
570 EXPRESSWAY DR S STE 2F
MEDFORD, NY 11763-2049

Re: DEC ID # 1-2805-00223/00002
CITY OF GLEN COVE CRESCENT BEACH STORMWATER

IMPROVEMENTS

Dear Applicant Agent :

Please be advised that your application for a DEC permit(s) is complete and a technical review has commenced. Notice and the opportunity for public comment is required for this application. Enclosed is a Notice of Complete Application for your project. Please have the Notice published in the newspaper identified below once during the week of 10/11/2021 on any day Monday through Friday.

The official newspaper of the Town (City) of GLEN COVE.
Contact the Town (City) Clerk's office to confirm the official newspaper.

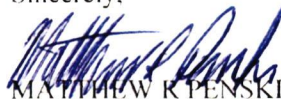
On the Notice of Complete Application, that information presented between the horizontal lines, on the enclosed page(s) should be published. Do not print this letter or the information contained below the second horizontal line. Please request the newspaper publisher to provide you with a Proof of Publication for the Notice. Upon receipt of the Proof of Publication promptly forward it to this office. You must provide the Proof of Publication before a final decision can be rendered on your application. You are responsible for paying the cost of publishing the Notice in the newspaper.

Notification of this complete application is also being provided by this Department in the NYSDEC Environmental Notice Bulletin.

This notification does not signify approval of your application for permit. Additional information may be requested from you at a future date, if deemed necessary to reach a decision on your application. Your project is classified major under the Uniform Procedures Act. Accordingly, a decision is due within 90 days of the date of this notice unless a public hearing is held, which may extend this time frame. If a public hearing is necessary, you will be notified.

If you have any questions please contact me at the above address or phone number above.

Sincerely,



MATTHEW R. PENSKI
Division of Environmental Permits

THIS IS NOT A PERMIT

**New York State Department of Environmental Conservation
Notice of Complete Application**

Date: 09/30/2021

Applicant: CITY OF GLEN COVE
CITY HALL
9 GLEN ST
GLEN COVE, NY 11542

Facility: CITY OF GLEN COVE CRESCENT BEACH STORMWATER IMPROVEMENTS
INT OF VALLEY RD, MINDEN RD AND COBBLE CT|NCTM# 31-31-4
GLEN COVE, NY 11542

Application ID: 1-2805-00223/00002

Permits(s) Applied for: 1 - Article 15 Title 5 Excavation & Fill in Navigable Waters
1 - Article 25 Tidal Wetlands
1 - Section 401 - Clean Water Act Water Quality Certification

Project is located: in GLEN COVE in NASSAU COUNTY

Project Description:

The applicant proposes to remove 87 linear feet of existing clogged 18-inch reinforced concrete pipe with a 4-foot by 2-foot by 87-foot reinforced concrete box culvert to increase the flushing and salinity of a formerly connected tidal wetland. All disturbed tidal wetland vegetation will be replanted with native grasses and shrubs. Regrade 250 linear feet of intertidal area devoid of tidal wetland vegetation at Crescent Beach and place up to 190 cubic yards of clean beach compatible sand to reduce the public's exposure to standing water that typically contains high bacteria levels. The project is located at the North Country Colony property, Cobble Court and Crescent Beach, 650 feet northwest of Valley Road, City of Glen Cove, Nassau County.

Availability of Application Documents:

Filed application documents, and Department draft permits where applicable, are available for inspection during normal business hours at the address of the contact person. To ensure timely service at the time of inspection, it is recommended that an appointment be made with the contact person.

State Environmental Quality Review (SEQR) Determination

Project is an Unlisted Action and will not have a significant impact on the environment. A Negative Declaration is on file. A coordinated review was not performed.

SEQR Lead Agency

None Designated

State Historic Preservation Act (SHPA) Determination

Evaluation using a Structural-Archaeological Assessment Form or other information has concluded that the proposed activity will not impact registered, eligible or inventoried archaeological sites or historic structures.

Coastal Management

This project is located in a Coastal Management area and is subject to the Waterfront Revitalization and Coastal Resources Act.

Availability For Public Comment

Comments on this project must be submitted in writing to the Contact Person no later than 10/28/2021 or 15 days after the publication date of this notice, whichever is later.

Contact Person

MATTHEW R PENSKI
NYSDEC
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790-3409
(631) 444-0358

CC List for Complete Notice

Chief Executive Officer
CITY OF GLEN COVE
LAND USE ECOLOGICAL SERVICES INC
ENB
File

Short Environmental Assessment Form

Part 1 - Project Information

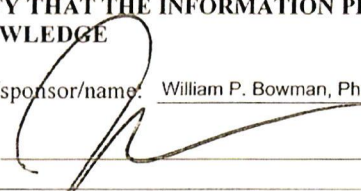
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project:			
Project Location (describe, and attach a location map): Cobble Court (~650 ft north of intersection with Valley Road) and Crescent Beach (at northern end of Crescent Beach Road)			
Brief Description of Proposed Action: This application requests Department authorization to replace an ineffective, clogged 18" RCP culvert under Cobble Court with a 4-ft concrete box culvert to increase tidal exchange/flushing within the tidal creek. In addition to the water quality benefits expected to result from the proposed culvert improvements, the increased salinity within the tidal wetland upstream of Cobble Court would likely result in some reduction of Phragmites-dominated marsh and conversion to native high marsh or native intertidal marsh communities. Increasing the capacity for this tidal wetland to drain at low tide would also likely result in reduced waterlogging of marsh soils and may also contribute to an expansion of existing native high and intertidal marsh communities. The City of Glen Cove also proposes to re-grade ~250 linear feet of beach between mean low water and mean high water (including placement of up to 190 CY of beach compatible sand) to reduce standing water in the public beach.			
Name of Applicant or Sponsor:		Telephone: 516-676-2004	
City of Glen Cove (Mayor Tim Tenke)		E-Mail: mayor@glencoveny.gov	
Address: 9 Glen Street			
City/PO: Glen Cove		State: NY	Zip Code: 11542
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?		NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		☒	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency?		NO	YES
If Yes, list agency(s) name and permit or approval: City of Glen Cove funding, Permits from USACE and NYSDOS		☐	☒
3. a. Total acreage of the site of the proposed action?		19.4 acres	
b. Total acreage to be physically disturbed?		~0.5 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		19.4 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☒ Aquatic ☒ Other(Specify): Beach and Tidal Wetlands ☒ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
No, as per NYSDEC EAF Mapper	☒	☐	
If Yes, identify: _____			
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
Not Applicable.			
If the proposed action will exceed requirements, describe design features and technologies:	☐	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
Not applicable			
If No, describe method for providing potable water: _____	☐	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☒	
As per CRIS Database, most of Glen Cove shoreline is an archaeologically sensitive area.			
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☒	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
Long Island Sound beach (between MHW and MLW). Extent of proposed grading is ~16,500 SF. The proposed culvert replacement is within a tidal creek tributary to Long Island Sound. Area of disturbance within the wetland is ~700 SF (total area of disturbance is ~2,224 SF).			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☒ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☒ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? As per EAF Mapper	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☐	☒
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☒	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ As per EAF Mapper	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>William P. Bowman, PhD</u> Date: <u>Aug 30, 2021</u> Signature:  Title: <u>Sr Scientist</u>		



191-19

NIFS ID: CQPW19000009 Department: Public Works**Capital: X**

SERVICE: IMA - City of Glen Cove - Crescent Beach Contamination

Contract ID #: CQPW19000009 NIFS Entry Date: 25-MAR-19 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

Vendor Info:	
Name: City of Glen Cove	Vendor ID#: 116000350
Address: City Hall	Contact Person: Mayor Timothy Tenke
9 Glen St.	
Glen Cove, N.Y. 11542	
	Phone: 516-676-2000

Department:
Contact Name: Commissioner Kenneth Arnold, P.E.
Address: 1194 Prospect Avenue
Westbury, N.Y. 11590
Phone: 516-571-9607

Routing Slip

Department	NIFS Entry: X	25-MAR-19 -- LDIONISIO
Department	NIFS Approval: X	12-APR-19 -- RDALLEVA
DPW	Capital Fund Approved: X	16-APR-19 -- RDALLEVA
OMB	NIFA Approval: X	23-APR-19 -- APERSICH
OMB	NIFS Approval: X	17-APR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	12-APR-19 -- AAMATO
County Atty.	Approval to Form: X	15-APR-19 -- DGRIPPO
CPO	Approval: X	26-APR-19 -- KOHAGENCE

DCEC	Approval: X	27-APR-19 -- JCHIARA
Dep. CE	Approval: X	29-APR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	21-MAY-19 -- JSCHANTZ
Legislature	Approval: X	01-JUL-19 -- LVOCATURA
Comptroller	Deputy: X	15-AUG-19 -- JSCHOEN
NIFA	NIFA Approval: X	15-AUG-19 -- KSTELLA

Contract Summary

Purpose: The objective of this project, in accordance with the Intermunicipal Agreement between the County of Nassau and the City of Glen Cove, is to reopen Crescent Beach to the public. H2M architects and engineers will be providing professional services to analyze cost-effective methodologies to remedy the bacteria contamination of Crescent Beach. This shall be a two step project: (1) determine best course of action, employing consultant to review, advise, design any treatment system, and obtain all necessary permits and approvals (Phase I) and (2) implementation and completion of said course of action for the remediation and contamination at Crescent Beach (Phase II)

Method of Procurement: N/A

Procurement History: The Municipality shall be solely responsible for the carrying out of the Project and all costs associated therewith, except that the County shall contribute a sum not to exceed Two Hundred Thousand Dollars (\$200,000) in Phase I and in Phase II contribute a sum not to exceed an amount determined by DPW after review and approval of all plans and proposals submitted by the Municipality for the implementation and completion of the project.

Description of General Provisions: The improvements will be done under contracts by the City and paid for directly by the City.

Impact on Funding / Price Analysis: The County shall contribute a sum not to exceed Two Hundred Thousand Dollars (\$200,000) in Phase I for the selection of a consultant to assist the City in all aspects of the design and implementation of the Project, the drafting of all Project documents, obtaining all permits and approvals to commence the remediation, and submission to Nassau County's DPW all plans and proposals respecting the Project for DPW review and approval.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PW	Revenue		01	PWCAP/80044-	\$ 200,000.00
Control:	CAP	Contract:			000/00006	\$ 0.00
Resp:	80	County	\$ 0.00			\$ 0.00
Object:	044	Federal	\$ 0.00			\$ 0.00
Transaction:	CQ	State	\$ 0.00			\$ 0.00
Project #:	80044	Capital	\$ 200,000.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 200,000.00		TOTAL	\$ 200,000.00
RENEWAL						
% Increase						
% Decrease						

--	--	--



191-19

NIFS ID: CQPW19000009 Department: Public Works**Capital: X**

SERVICE: IMA - City of Glen Cove - Crescent Beach Contamination

Contract ID #: CQPW19000009 NIFS Entry Date: 25-MAR-19 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

Vendor Info:	
Name: City of Glen Cove	Vendor ID#: 116000350
Address: City Hall	Contact Person: Mayor Timothy Tenke
9 Glen St.	
Glen Cove, N.Y. 11542	
	Phone: 516-676-2000

Department:
Contact Name: Commissioner Kenneth Arnold, P.E.
Address: 1194 Prospect Avenue
Westbury, N.Y. 11590
Phone: 516-571-9607

Routing Slip

Department	NIFS Entry: X	25-MAR-19 -- LDIONISIO
Department	NIFS Approval: X	12-APR-19 -- RDALLEVA
DPW	Capital Fund Approved: X	16-APR-19 -- RDALLEVA
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OMB	NIFS Approval: X	17-APR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	12-APR-19 -- AAMATO
County Atty.	Approval to Form: X	15-APR-19 -- DGRIPPO
CPO	Approval: X	26-APR-19 -- KOHAGENCE

DCEC	Approval: X	27-APR-19 -- JCHIARA
Dep. CE	Approval: X	29-APR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	21-MAY-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The objective of this project, in accordance with the Intermunicipal Agreement between the County of Nassau and the City of Glen Cove, is to reopen Crescent Beach to the public. H2M architects and engineers will be providing professional services to analyze cost-effective methodologies to remedy the bacteria contamination of Crescent Beach. This shall be a two step project: (1) determine best course of action, employing consultant to review, advise, design any treatment system, and obtain all necessary permits and approvals (Phase I) and (2) implementation and completion of said course of action for the remediation and contamination at Crescent Beach (Phase II)
Method of Procurement: N/A
Procurement History: The Municipality shall be solely responsible for the carrying out of the Project and all costs associated therewith, except that the County shall contribute a sum not to exceed Two Hundred Thousand Dollars (\$200,000) in Phase I and in Phase II contribute a sum not to exceed an amount determined by DPW after review and approval of all plans and proposals submitted by the Municipality for the implementation and completion of the project.
Description of General Provisions: The improvements will be done under contracts by the City and paid for directly by the City.
Impact on Funding / Price Analysis: The County shall contribute a sum not to exceed Two Hundred Thousand Dollars (\$200,000) in Phase I for the selection of a consultant to assist the City in all aspects of the design and implementation of the Project, the drafting of all Project documents, obtaining all permits and approvals to commence the remediation, and submission to Nassau County's DPW all plans and proposals respecting the Project for DPW review and approval.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PW	Revenue		01	PWCAP/80044-	\$ 200,000.00
Control:	CAP	Contract:			000/00006	\$ 0.00
Resp:	33	County	\$ 200,000.00			\$ 0.00
Object:	992	Federal	\$ 0.00			\$ 0.00
Transaction:	CQ	State	\$ 0.00			\$ 0.00
Project #:	80044	Capital	\$ 0.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 200,000.00		TOTAL	\$ 200,000.00
° _o						
Increase						
° _o						
Decrease						

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RESOLUTION NO. 113 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN
COVE IN RELATION TO A PROJECT TO REMEDIATE CRESCENT BEACH

APPROVED AS TO FORM
[Signature]
Deputy County Attorney

Passed by Nassau County Legislature on
6-24-19 A voice vote was taken with 19
Legislators present.
Voting: aye 19, nay 0, abstained 0, recused 0
Became an resolution on 6-26-19
With the approval of the Deputy County
Executive acting for the County Executive

WHEREAS, the County of Nassau (the "County") and the City of Glen Cove (the "City") are authorized, pursuant to Article 5-G of the General Municipal Law to enter into inter-governmental agreements; and

WHEREAS, it is in the best interests of the County and City to procure environmental remediation services in connection with a project (the "Project") to remediate contamination at Crescent Beach in Glen Cove; and

WHEREAS, the City has agreed to accept funds from the County in furtherance of the Project; and

WHEREAS, the County and the City believe it to be in the best interest of the taxpayers of their respective municipalities to authorize inter-municipal cooperation with respect to the mutual covenants set forth in the proposed agreement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with the City, in relation to the aforesaid Services; and be it further

RESOLVED that pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

APPROVED

Helena Will
for **County Executive**

DATE 6/26/19

Timothy Tenke
Mayor



Phone: (516) 676-2000
Fax: (516) 676-0108
www.glencove-li.us

CITY OF GLEN COVE

City Hall
9 Glen Street
Glen Cove, NY 11542-4106

2019 City Council

Honorable Timothy Tenke, Mayor

City Council Members:

Joseph Capobianco

Nicholas DiLeo Jr.

Kevin Maccarone

Pamela D. Panzenbeck

Marsha Silverman

Donna M. McNaughton

**INTERMUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF NASSAU, NEW YORK,
AND
THE CITY OF GLEN COVE, NEW YORK
IN RELATION TO THE REMEDIATION OF THE STORMWATER
CONTAMINATION OF CRESCENT BEACH**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto, by and between the COUNTY OF NASSAU, a municipal corporation having its principal offices at One West Street, Mineola, New York 11501 (the "County") and the City of Glen Cove, a municipal corporation having offices at 115 Nichols Court, Glen Cove, New York 11550 (the "Municipality").

WITNESSETH:

WHEREAS, the Municipality has indicated to the County the need for the remediation of the contamination issues at Crescent beach, Glen Cove, New York believed to be primarily caused by storm water run-off into the Long Island Sound (see attached Exhibits "A-1" and "B-1");

WHEREAS, the Parties, agree that a project remediating the contamination of the Crescent Beach area are in the best interest of the Parties;

WHEREAS, the County and the Municipality (collectively, the "Parties", and individually, a "Party") are authorized, pursuant to both Article 9, § 1 of the New York State (the "State") Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements;

WHEREAS, the Parties do hereby authorize inter-municipal cooperation with respect to a two step project: (1) to determine the best course of action, including employing a consultant to review, advise, design any treatment system, and obtain all necessary permits and approvals ("Phase I"); and (2) the implementation and completion of said course of action for the remediation of the contamination at Crescent Beach ("Phase II") (individually or collectively, the "Project"), all as is more particularly described in Exhibit "A" annexed hereto and hereby made a part hereof. (The descriptions contained in Exhibit "A" are sometimes referred to herein as the "Work");

WHEREAS, the Municipality shall undertake, fund and oversee the Project, and be responsible for all future maintenance of all elements of the Project; and

WHEREAS, the County shall reimburse the Municipality for certain expenditures associated with the Project in accordance with the terms and conditions contained in this Agreement.

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

1. Term. This Agreement shall commence on date on which this Agreement is last executed by the Parties (the "Commencement Date") and shall terminate when all Parties have fulfilled their respective obligations hereunder, unless this Agreement is sooner terminated in accordance with its terms.

2. County Contribution. The Municipality shall be solely responsible for the carrying out of the Project and all costs associated therewith, except that the County shall:

(i) In Phase I, contribute a sum not to exceed Two Hundred Thousand Dollars (\$200,000) (the "County Contribution") for the selection of a consultant to assist the Municipality in all aspects of the design and implementation of the Project, the drafting of all Project documents, obtaining all permits and approvals to commence the remediation, and submission to Nassau County's Department of Public Works ("DPW") all plans and proposals respecting the Project for DPW review and approval. This amount will be paid in accordance with subsections (a), (b) and (c) below:

(ii) In Phase II, contribute a sum not to exceed an amount determined by DPW after the review and approval of all plans and proposals submitted by the Municipality (the "County Contribution") for the implementation and completion of the Project. DPW will review and approve all work performed on behalf of the Municipality prior to approving the request for reimbursement respecting the Project. Municipality acknowledges that the County must receive an approval from the Nassau County Legislature for the additional amount to be reimbursed pursuant to this sub-section. This amount will be paid in accordance with subsections (a), (b) and (c) below:

(a) Vouchers. The County Contribution shall be made in to the Municipality in arrears and shall be contingent upon (i) the Municipality submitting a claim voucher (the "Voucher") to the County, that (a) states with reasonable specificity the Work completed and the payment requested as consideration for same, (b) certifies that the Work completed and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation supporting the amount claimed and (ii) review, approval and audit of the Voucher by the appropriate County Departments and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

Notwithstanding the above, Phase I payments shall be made as follows:

- (i) There shall be an advance payment of Fifty Percent (50%) of the maximum amount of the Phase I County Contribution to the Municipality.
- (ii) A second advance payment of Forty Percent (40%) of the maximum amount of the Phase I County Contribution to the Municipality shall be payable to the Municipality upon the demonstration by the Municipality, acceptable to the

Department and the County Comptroller's Office, that the advance payment has been utilized pursuant to the terms of this Agreement.

- (iii) The balance payment shall be payable to the Municipality in arrears and on a reimbursement basis, subject to the payment requirements herein.

(b) Timing of Payment Claims. The Municipality shall submit claims no later than three (3) months following the completion of the Work that is the subject of the claim and no more frequently than once a month. Municipality may submit claims for reimbursement on a monthly basis.

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Municipality and another funding source.

(d) Reporting Requirements. The Municipality shall provide to the County a full report and accounting of the use of the County Contribution funds within sixty (60) days of receipt and every thirty (30) days thereafter through the expenditure of the County Contribution funds. Such report shall contain a certification, by a person duly authorized to represent the Municipality that the Program has been satisfactorily implemented and sufficiently outlines the accounting of all monies received and expenditures made as well as the progress and results of the Project. Any County Contribution funds remaining unexpended shall be returned to the County upon termination of this Agreement.

3. The Project. (a) Procurement. The Municipality shall perform itself with in-house resources or undertake a procurement process in compliance with all applicable laws to provide for both the engagement of a consultant and the letting of contracts for all labor and materials necessary to carry out the Project, including, but not limited to, (i) the development of biddable final plans and specifications for the Work; (ii) performance of the Work; and (iii) oversight relating to the Work. The County shall be given a reasonable time to comment upon such plans, specifications, contracts for the Work, and other bid documents prior to their issuance and dissemination. Based on the bids and/or proposals received by the Municipality, the Municipality shall select and retain contractor(s) to complete the Project. The Municipality shall provide the County with final copies of the final plans and specifications and other bid documents, and fully executed copies of all contracts entered into by the Municipality in furtherance of this Agreement, and copies of all approved change orders. Notwithstanding the foregoing, if the Municipality determines that it has not received satisfactory bids or proposals for the Project, the Municipality may terminate this Agreement.

(b) Use of County Contribution. The Municipality shall apply the County Contribution solely toward expenses associated with the Project and for no other purpose. The County Contribution shall be disbursed in arrears pro rata with the Municipality based on the total estimated cost of the Project; or, if applicable, on the individual line items set forth in the funding breakdown for the Project attached as an exhibit to this Agreement.

(c) Books, Files and Records. The Municipality shall keep complete and accurate books, files and records of all matters pertained to the County Contribution, the Project and this Agreement and, upon reasonable notice, the Municipality shall make the same available for inspection by the County at reasonable times during normal County business hours.

(d) Project Administration; Duty of Care. The Municipality shall exercise the same care in administering and monitoring the Project as the Municipality exercises with respect to similar activities in which there is no participation by other municipalities, but the Municipality shall have no further responsibility to the County except as expressly stated in this Agreement. The Municipality shall not be liable for any acts or omissions of the Municipality or any contractor(s) employed in connection with the Project except for acts or omissions amounting to negligence or willful misconduct by the Municipality. The County and their representatives shall have the right, from time to time at reasonable times, to inspect the Project and the Work being undertaken hereunder. The Municipality shall not make any material changes to the scope of the Project without prior written consent of the County.

(e) Excessive Costs. Any change orders or additional funding necessary to complete the Project, or to do any additional work beyond the scope of the Project, shall be the sole responsibility of the Municipality and nothing contained in this Agreement shall obligate the County to expend any money in excess of the County Contribution.

5. Bond Status. The Municipality shall not take any action, or omit to take any action, the result of which act or omission shall have an adverse impact on the tax exempt status of any bond issued by, or on behalf of, the County, specifically including but not limited to, Federal laws, rules and regulations regarding private activity and arbitrage. The Municipality shall consult with the County and the County's bond counsel when appropriate to ensure compliance with such laws, rules and regulations.

6. Indemnification; Defense; Cooperation. (a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party, and their respective officers, employees, and agents (the "Indemnified Party") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective Agents.

(b) The indemnifying Party shall, upon the appropriate Indemnified Party's demand and at the Indemnified Party's direction, promptly and diligently defend, at the indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the Indemnified Party for which the indemnifying Party is responsible under this Section, and, further to the indemnifying Party's indemnification obligations, the indemnifying Party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

7. Independent Contractor. The Municipality is an independent contractor of the County. The Municipality shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Municipality (a "Municipality 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 (as hereinafter defined) 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).

8. Compliance With Law.

(a) Generally. The Parties shall comply with any and all applicable Federal, State and local Laws (as hereinafter defined), including, but not limited to, the State Environmental Quality Review Act and those laws relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. 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. Without limiting the generality of the foregoing or without limiting any other provision of this Agreement, the Parties acknowledge and agree that any County Contribution made hereunder is made on the express condition that the County shall have reasonable use and enjoyment of the funded projects, including public access for all County residents to any park facilities acquired or improved through the use of the County Contribution.

(b) Records Access. The Parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Parties of such request prior to disclosure of the Information so that the Parties may take such action as it deems appropriate.

9. Termination. (a) Generally. This Agreement may be terminated (i) for "Cause (as hereinafter defined)" by any Party upon ten (10) days' written notice to the other Party, stating the reason for termination, (ii) upon mutual written Agreement of the Parties, and (iii) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals

required for the Work; and (iii) the termination or impending termination of federal or state funding for the Work.

10. Accounting. The Parties shall maintain and retain, for a period of six (6) years following the expiration or earlier termination of the 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. Such Records shall at all times be available for audit and inspection by the County Comptroller, the Town Comptroller, the Village Clerk, and any other governmental authority with jurisdiction over this Agreement, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver. 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 Supreme Court in Nassau County in the 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 the State, without regard to the conflict of laws provisions thereof. The Parties hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement

12. 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, 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 County Comptroller, to the attention of the Nassau County Comptroller at 240 Old Country Road, Mineola, NY 11501, and (ii) if to a Party or the Parties, to the attention of the persons who executed this Agreement on behalf of the respective Parties at the addresses first above written, or in each case to such other persons or addresses as shall be designated by written notice.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (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 any Party to 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 subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions 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 set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against any Party as drafter.

14. 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.

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

16. Successors and Assigns. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

17. No Arrears or Default. No Party is in arrears to any other Party to this Agreement upon any debt or contract and no Party is in default as surety, contractor, or otherwise upon any obligation to another Party, including any obligation to pay taxes to, or perform services for or on behalf of, another Party.

18. 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 Nassau County Executive or his or her duly-designated deputy (the "County Executive") and the Board of Trustees of the Municipality, and any purported assignment, other disposal or modification without all such prior written consents shall be null and void. The failure of any Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

19. 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.

20. Entire Agreement. This Agreement represents the full and entire

understanding and agreement between the Parties 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.

21. Third Party Claims. Nothing in this Agreement shall create or give to third parties any claim or right of action against the any Party beyond such as may legally exist irrespective of this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

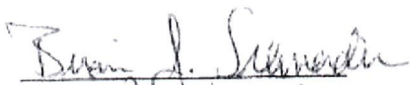
(a) Approval and Execution. No Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all approvals have been obtained, including, if required, approval by the County Legislature and the Town Board and (ii) this Agreement has been executed by the County Executive and the Town Supervisor.

(b) Availability of Funds. No Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the Parties from the state and/or federal governments.

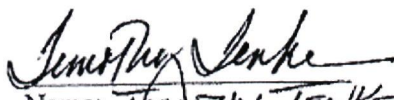
{The rest of this page is intentionally left blank.}

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date this Agreement is last executed by the Parties.

COUNTY OF NASSAU

By: 
Name: BRIAN J. SCHUCHMAN
Title: DEPUTY COUNTY EXECUTIVE
Date: AUGUST 16, 2019

CITY OF GLEN COVE

By: 
Name: TIMOTHY TENKE
Title: MAYOR
Date: 01/09/19

County of Nassau's Acknowledgement:

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 16 day of August in the year 2008 before me personally came Brian J. Schrader to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

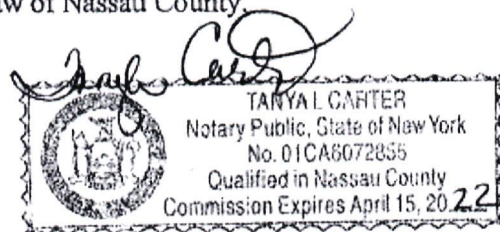
NOTARY PUBLIC

Municipality's Acknowledgement

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)



On the 9 day of January in the year 2019 before me personally came Timothy 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 Glencove the corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority of the New York State Law and the Code of the _____.

NOTARY PUBLIC

Tina Pemberton

Tina Pemberton
Notary Public, State of New York
No. 01PE6188065
Qualified in Nassau County
Commission Expires June 2, 2020

EXHIBIT "A"
[Description of Project]

EXHIBIT 'A'

Crescent Beach Contamination Remediation

The objective of this project, in accordance with the Intermunicipal Agreement between the County of Nassau and the City of Glen Cove, is to reopen Crescent Beach to the public. H2M architects and engineers will be providing professional services to analyze cost-effective methodologies to remedy the bacteria contamination of Crescent Beach. The two preferred treatment systems identified were the Helix System (high-flow storm-water filter that can be housed in a vault) and the Ultraviolet Light (UV) System (a skid mounted system that would draw water to and through a treatment system. A structure would be installed in the creek to provide a retention basin for the pump suction. After passing through the treatment system water would be discharged downstream.) In addition to those two systems H2M proposes to include in its alternatives evaluation, a method whereby a pipe would be installed to convey by gravity the dry weather surface flow (A subsurface pipe with an outfall diffuser installed) This method if approved would have the added benefit of a reduced life cycle cost.

Resolution 6V

Resolution offered by Mayor Tenke and seconded by Councilwoman Silverman

BE IT RESOLVED, that the City Council hereby authorize the Mayor to enter into an Inter Municipal Agreement (IMA) with the County of Nassau in relation to the remediation of the storm water contamination of Crescent Beach.

APPROVED
OFFICE OF CITY CLERK
DATE 12/27/2018
T. Penabaz

December 27, 2018

RESOLUTION NO. – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN
COVE IN RELATION TO A PROJECT TO REMEDIATE CRESCENT BEACH

APPROVED AS TO FORM

Deputy County Attorney

WHEREAS, the County of Nassau (the "County") and the City of Glen Cove (the "City") are authorized, pursuant to Article 5-G of the General Municipal Law to enter into inter-governmental agreements; and

WHEREAS, it is in the best interests of the County and City to procure environmental remediation services in connection with a project (the "Project") to remediate contamination at Crescent Beach in Glen Cove; and

WHEREAS, the City has agreed to accept funds from the County in furtherance of the Project; and

WHEREAS, the County and the City believe it to be in the best interest of the taxpayers of their respective municipalities to authorize inter-municipal cooperation with respect to the mutual covenants set forth in the proposed agreement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with the City, in relation to the aforesaid Services; and be it further

RESOLVED that pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.



191-19

NIFS ID: CQPW19000009 Department: Public Works

Capital: X

SERVICE: IMA - City of Glen Cove - Crescent Beach Contamination

Contract ID #: CQPW19000009 NIFS Entry Date: 25-MAR-19 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

Vendor Info:	
Name: City of Glen Cove	Vendor ID#: 116000350
Address: City Hall	Contact Person: Mayor Timothy
9 Glen St.	Tenke
Glen Cove, N.Y. 11542	
	Phone: 516-676-2000

Department:
Contact Name: Commissioner Kenneth Arnold, P.E.
Address: 1194 Prospect Avenue
Westbury, N.Y. 11590
Phone: 516-571-9607

Routing Slip

Department	NIFS Entry: X	25-MAR-19 -- LDIONISIO
Department	NIFS Approval: X	12-APR-19 -- RDALLEVA
DPW	Capital Fund Approved: X	16-APR-19 -- RDALLEVA
OMB	NIFA Approval: X	23-APR-19 -- APERSICH
OMB	NIFS Approval: X	17-APR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	12-APR-19 -- AAMATO
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DCEC	Approval: X	27-APR-19 -- JCHIARA
Dep. CE	Approval: X	29-APR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	21-MAY-19 -- JSCHANTZ
Legislature	Approval: X	01-JUL-19 -- LVOCATURA
Comptroller	Deputy: X	15-AUG-19 -- JSCHOEN
NIFA	NIFA Approval: X	15-AUG-19 -- KSTELLA

Contract Summary

Purpose: The objective of this project, in accordance with the Intermunicipal Agreement between the County of Nassau and the City of Glen Cove, is to reopen Crescent Beach to the public. H2M architects and engineers will be providing professional services to analyze cost-effective methodologies to remedy the bacteria contamination of Crescent Beach. This shall be a two step project: (1) determine best course of action, employing consultant to review, advise, design any treatment system, and obtain all necessary permits and approvals (Phase I) and (2) implementation and completion of said course of action for the remediation and contamination at Crescent Beach (Phase II)
Method of Procurement: N/A
Procurement History: The Municipality shall be solely responsible for the carrying out of the Project and all costs associated therewith, except that the County shall contribute a sum not to exceed Two Hundred Thousand Dollars (\$200,000) in Phase I and in Phase II contribute a sum not to exceed an amount determined by DPW after review and approval of all plans and proposals submitted by the Municipality for the implementation and completion of the project.
Description of General Provisions: The improvements will be done under contracts by the City and paid for directly by the City.
Impact on Funding / Price Analysis: The County shall contribute a sum not to exceed Two Hundred Thousand Dollars (\$200,000) in Phase I for the selection of a consultant to assist the City in all aspects of the design and implementation of the Project, the drafting of all Project documents, obtaining all permits and approvals to commence the remediation, and submission to Nassau County's DPW all plans and proposals respecting the Project for DPW review and approval.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PW	Revenue		01	PWCAP/80044-	\$ 200,000.00
Control:	CAP	Contract:			000/00006	\$ 0.00
Resp:	80	County	\$ 0.00			\$ 0.00
Object:	044	Federal	\$ 0.00			\$ 0.00
Transaction:	CQ	State	\$ 0.00			\$ 0.00
Project #:	80044	Capital	\$ 200,000.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 200,000.00		TOTAL	\$ 200,000.00
RENEWAL						
% Increase						
% Decrease						

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191-19

NIFS ID: CQPW19000009 Department: Public Works**Capital: X****SERVICE: IMA - City of Glen Cove - Crescent Beach Contamination****Contract ID #: CQPW19000009 NIFS Entry Date: 25-MAR-19 Term: from to**

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

Vendor Info:	
Name: City of Glen Cove	Vendor ID#: 116000350
Address: City Hall	Contact Person: Mayor Timothy Tenke
9 Glen St.	
Glen Cove, N.Y. 11542	
	Phone: 516-676-2000

Department:
Contact Name: Commissioner Kenneth Arnold, P.E.
Address: 1194 Prospect Avenue
Westbury, N.Y. 11590
Phone: 516-571-9607

Routing Slip

Department	NIFS Entry: X	25-MAR-19 -- LDIONISIO
Department	NIFS Approval: X	12-APR-19 -- RDALLEVA
DPW	Capital Fund Approved: X	16-APR-19 -- RDALLEVA
OMB	NIFA Approval: X	23-APR-19 -- APERSICH
OMB	NIFS Approval: X	17-APR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	12-APR-19 -- AAMATO
County Atty.	Approval to Form: X	15-APR-19 -- DGRIPPO
CPO	Approval: X	26-APR-19 -- KOHAGENCE

DCEC	Approval: X	27-APR-19 -- JCHIARA
Dep. CE	Approval: X	29-APR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	21-MAY-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The objective of this project, in accordance with the Intermunicipal Agreement between the County of Nassau and the City of Glen Cove, is to reopen Crescent Beach to the public. H2M architects and engineers will be providing professional services to analyze cost-effective methodologies to remedy the bacteria contamination of Crescent Beach. This shall be a two step project: (1) determine best course of action, employing consultant to review, advise, design any treatment system, and obtain all necessary permits and approvals (Phase I) and (2) implementation and completion of said course of action for the remediation and contamination at Crescent Beach (Phase II)
Method of Procurement: N/A
Procurement History: The Municipality shall be solely responsible for the carrying out of the Project and all costs associated therewith, except that the County shall contribute a sum not to exceed Two Hundred Thousand Dollars (\$200,000) in Phase I and in Phase II contribute a sum not to exceed an amount determined by DPW after review and approval of all plans and proposals submitted by the Municipality for the implementation and completion of the project.
Description of General Provisions: The improvements will be done under contracts by the City and paid for directly by the City.
Impact on Funding / Price Analysis: The County shall contribute a sum not to exceed Two Hundred Thousand Dollars (\$200,000) in Phase I for the selection of a consultant to assist the City in all aspects of the design and implementation of the Project, the drafting of all Project documents, obtaining all permits and approvals to commence the remediation, and submission to Nassau County's DPW all plans and proposals respecting the Project for DPW review and approval.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as Submitted

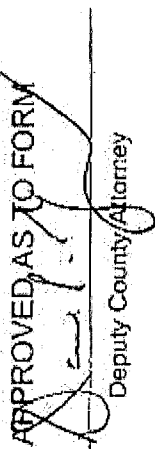
Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PW	Revenue		01	PWCAP/80044-000/00006	\$ 200,000.00
Control:	CAP	Contract:				\$ 0.00
Resp:	33	County	\$ 200,000.00			\$ 0.00
Object:	992	Federal	\$ 0.00			\$ 0.00
Transaction:	CQ	State	\$ 0.00			\$ 0.00
Project #:	80044	Capital	\$ 0.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 200,000.00		TOTAL	\$ 200,000.00
RENEWAL						
% Increase						
% Decrease						

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RESOLUTION NO. 113 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN
COVE IN RELATION TO A PROJECT TO REMEDIATE CRESCENT BEACH

APPROVED AS TO FORM

Deputy County Attorney

Passed by Nassau County Legislature on 6-24-19 A voice vote was taken with 19
Legislators present.
Voting: aye 19, nay 0, abstained 0, recused 0
Became an resolution on 6-26-19
With the approval of the Deputy County
Executive acting for the County Executive

WHEREAS, the County of Nassau (the "County") and the City of Glen Cove (the "City") are authorized, pursuant to Article 5-G of the General Municipal Law to enter into inter-governmental agreements; and

WHEREAS, it is in the best interests of the County and City to procure environmental remediation services in connection with a project (the "Project") to remediate contamination at Crescent Beach in Glen Cove; and

WHEREAS, the City has agreed to accept funds from the County in furtherance of the Project; and

WHEREAS, the County and the City believe it to be in the best interest of the taxpayers of their respective municipalities to authorize inter-municipal cooperation with respect to the mutual covenants set forth in the proposed agreement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with the City, in relation to the aforesaid Services; and be it further

RESOLVED that pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

APPROVED

Helena Will
for **County Executive**

DATE 6/26/19



Timothy Tenke
Mayor



Phone: (516) 676-2000
Fax: (516) 676-0108
www.glen Cove-ll.us

CITY OF GLEN COVE

City Hall
9 Glen Street
Glen Cove, NY 11542-4106

2019 City Council

Honorable Timothy Tenke, Mayor

City Council Members:

Joseph Capobianco

Nicholas DiLeo Jr.

Kevin Maccarone

Pamela D. Panzenbeck

Marsha Silverman

Donna M. McNaughton

**INTERMUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF NASSAU, NEW YORK,
AND
THE CITY OF GLEN COVE, NEW YORK
IN RELATION TO THE REMEDIATION OF THE STORMWATER
CONTAMINATION OF CRESCENT BEACH**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto, by and between the COUNTY OF NASSAU, a municipal corporation having its principal offices at One West Street, Mineola, New York 11501 (the "County") and the City of Glen Cove, a municipal corporation having offices at 115 Nichols Court, Glen Cove, New York 11550 (the "Municipality").

WITNESSETH:

WHEREAS, the Municipality has indicated to the County the need for the remediation of the contamination issues at Crescent beach, Glen Cove, New York believed to be primarily caused by storm water run-off into the Long Island Sound (see attached Exhibits "A-1" and "B-1");

WHEREAS, the Parties, agree that a project remediating the contamination of the Crescent Beach area are in the best interest of the Parties;

WHEREAS, the County and the Municipality (collectively, the "Parties", and individually, a "Party") are authorized, pursuant to both Article 9, § 1 of the New York State (the "State") Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements;

WHEREAS, the Parties do hereby authorize inter-municipal cooperation with respect to a two step project: (1) to determine the best course of action, including employing a consultant to review, advise, design any treatment system, and obtain all necessary permits and approvals ("Phase I"); and (2) the implementation and completion of said course of action for the remediation of the contamination at Crescent Beach ("Phase II") (individually or collectively, the "Project"), all as is more particularly described in Exhibit "A" annexed hereto and hereby made a part hereof. (The descriptions contained in Exhibit "A" are sometimes referred to herein as the "Work");

WHEREAS, the Municipality shall undertake, fund and oversee the Project, and be responsible for all future maintenance of all elements of the Project; and

WHEREAS, the County shall reimburse the Municipality for certain expenditures associated with the Project in accordance with the terms and conditions contained in this Agreement.

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

1. Term. This Agreement shall commence on date on which this Agreement is last executed by the Parties (the "Commencement Date") and shall terminate when all Parties have fulfilled their respective obligations hereunder, unless this Agreement is sooner terminated in accordance with its terms.

2. County Contribution. The Municipality shall be solely responsible for the carrying out of the Project and all costs associated therewith, except that the County shall:

(i) In Phase I, contribute a sum not to exceed Two Hundred Thousand Dollars (\$200,000) (the "County Contribution") for the selection of a consultant to assist the Municipality in all aspects of the design and implementation of the Project, the drafting of all Project documents, obtaining all permits and approvals to commence the remediation, and submission to Nassau County's Department of Public Works ("DPW") all plans and proposals respecting the Project for DPW review and approval. This amount will be paid in accordance with subsections (a), (b) and (c) below:

(ii) In Phase II, contribute a sum not to exceed an amount determined by DPW after the review and approval of all plans and proposals submitted by the Municipality (the "County Contribution") for the implementation and completion of the Project. DPW will review and approve all work performed on behalf of the Municipality prior to approving the request for reimbursement respecting the Project. Municipality acknowledges that the County must receive an approval from the Nassau County Legislature for the additional amount to be reimbursed pursuant to this sub-section. This amount will be paid in accordance with subsections (a), (b) and (c) below:

(a) Vouchers. The County Contribution shall be made in to the Municipality in arrears and shall be contingent upon (i) the Municipality submitting a claim voucher (the "Voucher") to the County, that (a) states with reasonable specificity the Work completed and the payment requested as consideration for same, (b) certifies that the Work completed and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation supporting the amount claimed and (ii) review, approval and audit of the Voucher by the appropriate County Departments and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

Notwithstanding the above, Phase I payments shall be made as follows:

- (i) There shall be an advance payment of Fifty Percent (50%) of the maximum amount of the Phase I County Contribution to the Municipality.
- (ii) A second advance payment of Forty Percent (40%) of the maximum amount of the Phase I County Contribution to the Municipality shall be payable to the Municipality upon the demonstration by the Municipality, acceptable to the

Department and the County Comptroller's Office, that the advance payment has been utilized pursuant to the terms of this Agreement.

(iii) The balance payment shall be payable to the Municipality in arrears and on a reimbursement basis, subject to the payment requirements herein.

(b) Timing of Payment Claims. The Municipality shall submit claims no later than three (3) months following the completion of the Work that is the subject of the claim and no more frequently than once a month. Municipality may submit claims for reimbursement on a monthly basis.

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Municipality and another funding source.

(d) Reporting Requirements. The Municipality shall provide to the County a full report and accounting of the use of the County Contribution funds within sixty (60) days of receipt and every thirty (30) days thereafter through the expenditure of the County Contribution funds. Such report shall contain a certification, by a person duly authorized to represent the Municipality that the Program has been satisfactorily implemented and sufficiently outlines the accounting of all monies received and expenditures made as well as the progress and results of the Project. Any County Contribution funds remaining unexpended shall be returned to the County upon termination of this Agreement.

3. The Project. (a) Procurement. The Municipality shall perform itself with in-house resources or undertake a procurement process in compliance with all applicable laws to provide for both the engagement of a consultant and the letting of contracts for all labor and materials necessary to carry out the Project, including, but not limited to, (i) the development of biddable final plans and specifications for the Work; (ii) performance of the Work; and (iii) oversight relating to the Work. The County shall be given a reasonable time to comment upon such plans, specifications, contracts for the Work, and other bid documents prior to their issuance and dissemination. Based on the bids and/or proposals received by the Municipality, the Municipality shall select and retain contractor(s) to complete the Project. The Municipality shall provide the County with final copies of the final plans and specifications and other bid documents, and fully executed copies of all contracts entered into by the Municipality in furtherance of this Agreement, and copies of all approved change orders. Notwithstanding the foregoing, if the Municipality determines that it has not received satisfactory bids or proposals for the Project, the Municipality may terminate this Agreement.

(b) Use of County Contribution. The Municipality shall apply the County Contribution solely toward expenses associated with the Project and for no other purpose. The County Contribution shall be disbursed in arrears pro rata with the Municipality based on the total estimated cost of the Project; or, if applicable, on the individual line items set forth in the funding breakdown for the Project attached as an exhibit to this Agreement.

(c) Books, Files and Records. The Municipality shall keep complete and accurate books, files and records of all matters pertained to the County Contribution, the Project and this Agreement and, upon reasonable notice, the Municipality shall make the same available for inspection by the County at reasonable times during normal County business hours.

(d) Project Administration; Duty of Care. The Municipality shall exercise the same care in administering and monitoring the Project as the Municipality exercises with respect to similar activities in which there is no participation by other municipalities, but the Municipality shall have no further responsibility to the County except as expressly stated in this Agreement. The Municipality shall not be liable for any acts or omissions of the Municipality or any contractor(s) employed in connection with the Project except for acts or omissions amounting to negligence or willful misconduct by the Municipality. The County and their representatives shall have the right, from time to time at reasonable times, to inspect the Project and the Work being undertaken hereunder. The Municipality shall not make any material changes to the scope of the Project without prior written consent of the County.

(e) Excessive Costs. Any change orders or additional funding necessary to complete the Project, or to do any additional work beyond the scope of the Project, shall be the sole responsibility of the Municipality and nothing contained in this Agreement shall obligate the County to expend any money in excess of the County Contribution.

5. Bond Status. The Municipality shall not take any action, or omit to take any action, the result of which act or omission shall have an adverse impact on the tax exempt status of any bond issued by, or on behalf of, the County, specifically including but not limited to, Federal laws, rules and regulations regarding private activity and arbitrage. The Municipality shall consult with the County and the County's bond counsel when appropriate to ensure compliance with such laws, rules and regulations.

6. Indemnification; Defense; Cooperation. (a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party, and their respective officers, employees, and agents (the "Indemnified Party") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective Agents.

(b) The indemnifying Party shall, upon the appropriate Indemnified Party's demand and at the Indemnified Party's direction, promptly and diligently defend, at the indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the Indemnified Party for which the indemnifying Party is responsible under this Section, and, further to the indemnifying Party's indemnification obligations, the indemnifying Party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

7. Independent Contractor. The Municipality is an independent contractor of the County. The Municipality shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Municipality (a "Municipality 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 (as hereinafter defined) 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).

8. Compliance With Law.

(a) Generally. The Parties shall comply with any and all applicable Federal, State and local Laws (as hereinafter defined), including, but not limited to, the State Environmental Quality Review Act and those laws relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. 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. Without limiting the generality of the foregoing or without limiting any other provision of this Agreement, the Parties acknowledge and agree that any County Contribution made hereunder is made on the express condition that the County shall have reasonable use and enjoyment of the funded projects, including public access for all County residents to any park facilities acquired or improved through the use of the County Contribution.

(b) Records Access. The Parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Parties of such request prior to disclosure of the Information so that the Parties may take such action as it deems appropriate.

9. Termination. (a) Generally. This Agreement may be terminated (i) for "Cause (as hereinafter defined)" by any Party upon ten (10) days' written notice to the other Party, stating the reason for termination, (ii) upon mutual written Agreement of the Parties, and (iii) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals

required for the Work; and (iii) the termination or impending termination of federal or state funding for the Work.

10. Accounting. The Parties shall maintain and retain, for a period of six (6) years following the expiration or earlier termination of the 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. Such Records shall at all times be available for audit and inspection by the County Comptroller, the Town Comptroller, the Village Clerk, and any other governmental authority with jurisdiction over this Agreement, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver. 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 Supreme Court in Nassau County in the 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 the State, without regard to the conflict of laws provisions thereof. The Parties hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement

12. 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, 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 County Comptroller, to the attention of the Nassau County Comptroller at 240 Old Country Road, Mineola, NY 11501, and (ii) if to a Party or the Parties, to the attention of the persons who executed this Agreement on behalf of the respective Parties at the addresses first above written, or in each case to such other persons or addresses as shall be designated by written notice.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (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 any Party to 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 subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions 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 set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against any Party as drafter.

14. 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.

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

16. Successors and Assigns. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

17. No Arrears or Default. No Party is in arrears to any other Party to this Agreement upon any debt or contract and no Party is in default as surety, contractor, or otherwise upon any obligation to another Party, including any obligation to pay taxes to, or perform services for or on behalf of, another Party.

18. 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 Nassau County Executive or his or her duly-designated deputy (the "County Executive") and the Board of Trustees of the Municipality, and any purported assignment, other disposal or modification without all such prior written consents shall be null and void. The failure of any Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

19. 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.

20. Entire Agreement. This Agreement represents the full and entire

understanding and agreement between the Parties 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.

21. Third Party Claims. Nothing in this Agreement shall create or give to third parties any claim or right of action against the any Party beyond such as may legally exist irrespective of this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. No Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all approvals have been obtained, including, if required, approval by the County Legislature and the Town Board and (ii) this Agreement has been executed by the County Executive and the Town Supervisor.

(b) Availability of Funds. No Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the Parties from the state and/or federal governments.

{The rest of this page is intentionally left blank.}

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date this Agreement is last executed by the Parties.

COUNTY OF NASSAU

By: Brian J. Schenck
Name: Brian J. Schenck
Title: Deputy County Executive
Date: AUGUST 16, 2019

CITY OF GLEN COVE

By: Timothy Tenke
Name: TIMOTHY TENKE
Title: MAYOR
Date: 01/09/19

County of Nassau's Acknowledgement:

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 11th day of August in the year 2008¹⁹ before me personally came Brian J. Schnader to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

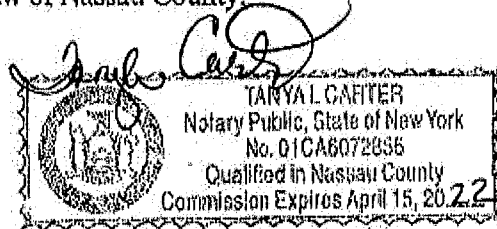
NOTARY PUBLIC

Municipality's Acknowledgement

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)



On the 9 day of January in the year 2008²⁰¹⁹ before me personally came Timothy 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 Glenside the corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority of the New York State Law and the Code of the _____.

NOTARY PUBLIC

Tina Pemberton

Tina Pemberton
Notary Public, State of New York
No. 01PE6188065
Qualified in Nassau County
Commission Expires June 2, 2020

EXHIBIT "A"
[Description of Project]

EXHIBIT 'A'

Crescent Beach Contamination Remediation

The objective of this project, in accordance with the Intermunicipal Agreement between the County of Nassau and the City of Glen Cove, is to reopen Crescent Beach to the public. H2M architects and engineers will be providing professional services to analyze cost-effective methodologies to remedy the bacteria contamination of Crescent Beach. The two preferred treatment systems identified were the Helix System (high-flow storm-water filter that can be housed in a vault) and the Ultraviolet Light (UV) System (a skid mounted system that would draw water to and through a treatment system. A structure would be installed in the creek to provide a retention basin for the pump suction. After passing through the treatment system water would be discharged downstream.) In addition to those two systems H2M proposes to include in its alternatives evaluation, a method whereby a pipe would be installed to convey by gravity the dry weather surface flow (A subsurface pipe with an outfall diffuser installed) This method if approved would have the added benefit of a reduced life cycle cost.

Resolution 6V

Resolution offered by Mayor Tenke and seconded by Councilwoman Silverman

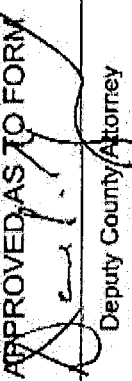
BE IT RESOLVED, that the City Council hereby authorize the Mayor to enter into an Inter Municipal Agreement (IMA) with the County of Nassau in relation to the remediation of the storm water contamination of Crescent Beach.

APPROVED
OFFICE OF CITY CLERK
DATE 12/21/2018
T. Penabaz

December 27, 2018

RESOLUTION NO. - 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN
COVE IN RELATION TO A PROJECT TO REMEDIATE CRESCENT BEACH

APPROVED AS TO FORM

Deputy County Attorney

WHEREAS, the County of Nassau (the "County") and the City of Glen Cove (the "City") are authorized, pursuant to Article 5-G of the General Municipal Law to enter into inter-governmental agreements; and

WHEREAS, it is in the best interests of the County and City to procure environmental remediation services in connection with a project (the "Project") to remediate contamination at Crescent Beach in Glen Cove; and

WHEREAS, the City has agreed to accept funds from the County in furtherance of the Project; and

WHEREAS, the County and the City believe it to be in the best interest of the taxpayers of their respective municipalities to authorize inter-municipal cooperation with respect to the mutual covenants set forth in the proposed agreement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with the City, in relation to the aforesaid Services; and be it further

RESOLVED that pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.