

Resolution 6A

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize the Mayor to enter into an on-call agreement with Grant Thornton LLP, to provide actuarial and consulting services related to compliance with Government Accounting Standard Board (GASB) 45 accounting and financial reporting for Other Post-Employment Benefits (OPEB) plans, for a fixed fee of \$6,500 – 2016 and \$2,500 – 2017.

Resolution 6B

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the Mayor is hereby authorized to enter into a contract agreement with North Shore Golf Car Service, Inc., for maintenance service of golf cars, with an annual fee of \$8,085.00 for 45 club car gas powered precedents and \$1,500 annual fee for 12 club car gas powered DS-G models.

Resolution 6C

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the Mayor is hereby authorized to enter into a lease agreement with OGR80 Corp., for use of two interior, second floor offices, located at 126 Glen Street, Glen Cove, New York, to be used by Youth Bureau's After Three Program, in the amount of \$8,400.00 annually.

Resolution 6D

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the Mayor is hereby authorized to enter into an agreement with New York Marine and General Insurance Company for Excess Workers Compensation coverage, effective January 1, 2017 through January 1, 2018.

**RESOLUTION TO RETURN RESPONSIBILITY AND AUTHORITY TO
ADMINISTER THE COASTAL EROSION MANAGEMENT PROGRAM
WITHIN THE CITY OF GLEN COVE'S JURISDICTION BACK TO THE NEW
YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
PURSUANT TO ARTICLE 34 OF THE NEW YORK ENVIRONMENTAL
CONSERVATION LAW**

The City Council of Glen Cove, duly convened in regular session, does hereby resolve as follows:

WHEREAS, pursuant to Article 34 of the New York Environmental Conservation Law ("ECL"), the New York Department of Environmental Conservation ("DEC") is charged with mapping critical coastal erosion hazard areas, notifying property owners, furnishing them opportunity to be heard, and issuing a final map (see ECL §34-0104);

WHEREAS, the DEC has identified that a portion of the City of Glen Cove as a coastal erosion hazard area; and

WHEREAS, pursuant ECL Article 34, localities may regulate coastal erosion hazard areas with the DEC's approval (see ECL §34 – 0105); and

WHEREAS, the City Council of Glen Cove has repealed its coastal erosion program and determined that it lacks the necessary personnel and resources to adequately regulate and administer the provisions of ECL Article 34;

WHEREAS, the City Council of Glen Cove desires to return responsibility and authority to administer the coastal erosion program within its jurisdiction to the DEC;

NOW THEREFORE BE IT HEREBY RESOLVED, that the City Council of Glen Cove does hereby return responsibility and authority to administer the coastal erosion management program within its jurisdiction back to the New York State DEC pursuant to ECL Article 34, and rescinds any prior resolutions and/or local laws passed by the City of Glen Cove accepting responsibility and authority for administration of the Article 34 coastal erosion management program. The transfer of jurisdiction shall take effect immediately upon the adoption of this resolution.

Resolution offered by Mayor Spinello and seconded by _____

**RESOLUTION TO AUTHORIZE THE CITY CONTROLLER TO SET UP A
SPECIAL ACCOUNT FOR 350/100 YEAR CELEBRATION OF THE CITY OF
GLEN COVE**

The City Council of Glen Cove, duly convened in regular session, does hereby resolve as follows:

WHEREAS, The City of the Glen Cove is planning its 350/100 year anniversary celebration as a City in the County of Nassau, State of New York;

WHEREAS, the City expects to receive financial contributions in the form of donations from the public at large; and

WHEREAS, the Controller of the City of Glen Cove needs to segregate said funds in a Trust and Agency account for the purposing of fundraising and making payments to vendors who provide services therein; and

WHEREAS, Controller needs to open a PayPal account to receive on line contributions from the public herein; and

WHEREAS, the City of Glen Cove needs to transfer \$20,000 from the contingency to the special account for initial operating expenses. The initial operating transfer will be reimbursed with fundraising funds to the contingency account; and

WHEREAS, Controller will close the PayPal and Bank Account no later than January 31, 2019;

NOW, THEREFORE BE IT HEREBY RESOLVED, that the City Council of Glen Cove does hereby authorize the Controller of the City of Glen Cove to: 1) create and open a special trust and agency account for the purpose of receiving donations and making payments to vendors herein; 2) issue checks from the special account created therein to compensate vendors; 3) create and establish a PayPal account to receive on line donations; 4) transfer the sum of \$20,000.00 from the contingency account to the special account; initial operating transfer will be reimbursed with fundraising funds; 5) All accounts will be closed when event concludes; 6) assign a staff member to reconcile the receipt of funds and payment of expenses necessary to perform the administrative duties required to effectuate this resolution therein.

Resolution 6G

Resolution offered by Mayor Spinello and seconded by _____

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

(See attached)

Resolution 6H

Resolution offered by Mayor Spinello and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for tree trimming and tree removal for various locations, DPW No. 2016-007R; and

WHEREAS, Dom's Lawnmaker Inc., submitted the lowest responsible bid; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to accept the lowest responsible bid of Dom's Lawnmaker Inc., 101 Harbor Road, Port Washington, New York 11050, in the amount of \$21,105.50.

Funding: H5110-52260-1617

Resolution 6I

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize the Ancient Order of Hibernians to hold their annual "St. Patrick's Day Parade" on March 19, 2017 and the closing of Forest Avenue, School Street, Glen Street and Pearsall Avenue.

Resolution 6J

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Glen Cove Jr Soccer to erect lawn signs January 23rd through February 4th, 2017, to advertise their annual "Spring Soccer Registration".

City of Glen Cove
Statement of Work for GASB 45 Actuarial Services
(For Tax Consulting Engagements Not Subject to the SEC Independence Rules)

This Statement of Work ("Statement of Work") dated January 3, 2017 becomes a part of and is subject to the terms and conditions of the Agreement dated February 8, 2013 between City of Glen Cove ("Client," "Company," or "you") and Grant Thornton LLP ("Grant Thornton," "Firm," or "we"). Any capitalized terms that are not defined in this Statement of Work shall have the meanings in the Agreement.

The purpose of this Statement of Work is to describe the scope of services ("Services") the Company is requesting Grant Thornton to perform, and to set forth the agreed fee, timing and other matters related to the Services.

The services we will provide

The Services we will provide under this Statement of Work consist of actuarial and benefits advisory services related to your offered postemployment benefits other than pensions (OPEB) for the fiscal years January 1, 2016-December 31, 2016 (full valuation) and January 1, 2017-December 31, 2017 (roll-forward). Specifically, Grant Thornton shall provide the following actuarial and consulting services related to compliance with GASB 45 accounting and financial reporting for your OPEB plans:

- Grant Thornton shall assist you by providing actuarial valuation and consulting services related to all OPEB plans identified
- Facilitate the selection of reasonable actuarial assumptions for purposes of GASB 45 compliance.
- Develop annual OPEB cost and net OPEB obligation for financial reporting purposes according to GASB 45;
- Present results to the relevant audience within your group telephonically; and,
- Prepare a written actuarial valuation summary documenting the results under GASB 45.

Specific steps necessary to satisfy the accounting and financial reporting standards of employers mandated under GASB 45 include:

Data review

Utilizing accurate participant data and claims information is essential for an OPEB actuarial valuation. This task involves analyzing the relevant participant census and claims data for reasonableness and integrity. All data from you is to be complete and accurate. If errors and inconsistencies are identified, you will correct and resubmit for valuation.

In order to complete this task, we will:

- Discuss the data collection procedures with appropriate Client personnel;
- Provide a spreadsheet that you will populate with plan and census information; and

- Review plan provisions and research any alternative plans that may exist – if any alternative plans exist, they will be considered out of scope.

For financial reporting purposes, an actuarial valuation is required at least biennially for OPEB plans with a total membership of 200 or more. This allowance grants you the option to follow a four year actuarial valuation cycle. In years one and three a full actuarial valuation is completed to determine the OPEB cost and obligations and in year two and four the OPEB cost and obligations are estimated by rolling forward the previous full valuation results. Collecting and analyzing claims and participant census data will occur every other year, unless there are significant changes in the plan for covered population. In a year in which a roll forward valuation is scheduled, a new valuation should be performed if, since the previous valuation, significant changes have occurred that affect the results of the valuation, including significant changes in benefit provisions, the size or composition of the population covered by the plan, or other factors that impact long-term assumptions.

Determination of Actuarial Assumptions

The selection of actuarial assumptions will be guided by applicable actuarial standards. This involves an analysis of the actuarial assumptions (both economic and non-economic). The final assumptions are selected by you and we will perform a review and provide information which will enable you to select the appropriate actuarial assumptions as required under the GASB standards.

We will:

- Analyze plan claims experience, to the extent that credible experience data are available, and the underlying cause of any recent premium rate fluctuations if necessary;
- As appropriate, provide a range of reasonable assumptions to be used in calculating the OPEB obligations; and
- Increase your understanding of the assumptions used by Grant Thornton in its actuarial valuation.
- Discuss the assumptions with you and your members personnel to gain an understanding of the various issues impacting the assumptions; and
- Compare those assumptions with the assumptions used by other large public organizations.

Actuarial Valuation

This task incorporates the agreed upon actuarial assumptions and various actuarial methods to determine the OPEB obligations. We will:

- Establish an actuarial model for evaluating benefit liabilities under the substantive plan (the plan as understood by you and plan members); and
- Calculate and measure the present value of projected benefits, normal cost, actuarial accrued liability, actuarial value of assets, etc.

Preparation of GASB Accounting Information

This task incorporates the agreed upon actuarial assumptions and various actuarial methods to determine the OPEB obligations. We will:

- Calculate the applicable net OPEB obligation, the applicable fiscal year OPEB cost ("ARC"), any applicable adjustments to the ARC, etc.; and
- Prepare exhibits for employer financial reporting (GASB 45).

Actuarial Valuation Report and Recommendations

This task involves preparing an actuarial valuation report containing:

- Executive summary of results;
- Exhibits containing information relevant to satisfying disclosure requirements under GASB 45;
- Summary of census data;
- Summary of actuarial assumptions; and
- Summary of plan provisions.

In addition, Grant Thornton will include one hour of telephonic support with the auditor to discuss the report.

Engagement Team

Your engagement team for this scope of work will include:

- Carl Mowery, Managing Director, who will oversee the client relationship and the quality of the work. His direct telephone number is 312.602.9147.
- Brett Schwab, ASA, EA, FCA, MAAA, Director and Lead Actuary, who will oversee and review the actuarial work. His director telephone number is 312.602.8134.

Delivering the services

Prior to the commencement of work, we will discuss with you and/or management to establish expected timeframe and deliverables for Services listed above including management's role and the additional resources allocated to the project.

Limitations

Our responsibility under this Statement of Work extends only to Services we expressly agree to provide herein. Our responsibility does not include, for example, studies, detailed research or analysis not specifically set forth in this Statement of Work. If such items arise or you request additional Services we will provide you a fee estimate and a new Statement of Work before we invest significant professional time.

Additionally, Grant Thornton may use third-parties to provide administrative and operational support to Grant Thornton business operations. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of client data. Such entities may be located within or outside the United States.

Fees and payment terms

Our fees for the Services under this Statement of Work will be:

<u>Service</u>	<u>Fixed Fee</u>
For Fiscal Year 2016	\$6,500*
For Fiscal Year 2017	\$2,500*

*The above fixed fees are based upon the following assumptions:

- Grant Thornton receives timely and complete information and participant data from the Client.
- The participant data is provided to Grant Thornton in a form compatible with Microsoft Excel or Access and the format provided by Grant Thornton. If more than five hours is spent on data manipulation, the fixed fee shall be increased by an amount equal to \$175 per hour spent on data manipulation in excess of the five hours.
- The scope of the engagement does not expand beyond the scope described in this proposal.
- If the fee scheduled for a specific year is for a roll forward valuation and, based on changes in the plan or demographics which may require a full valuation in accordance with the standards established by the Government Accounting Standards Board, a full valuation will be performed and the fee shall be the same as the stated fee for a full valuation.

We will discuss with you circumstances that require us to do additional work which may include, but are not limited to, work to satisfy our obligations under applicable professional standards including additional fact gathering, analysis and preparation of disclosure forms, unforeseen scope changes, and late or incomplete client provided information. If it appears that the above stated fee will be exceeded, we will consult with you before continuing with the engagement.

We will bill you after the draft actuarial valuation report has been provided. However, if the work extends beyond eight weeks after the data request has been sent, we reserve the right to invoice you on a periodic basis. Our billings are payable within 30 days of receipt.

Entire agreement

This Statement of Work represents the parties' entire understanding with respect to the Services in this document. This Statement of Work does not modify or amend the Agreement. In the event of a conflict between this Statement of Work, Attachment A – Standard Grant Thornton LLP Terms and Conditions, and any other exhibit or attachment included in the Agreement, the terms of the Attachment A shall govern.

Agreed and accepted

The undersigned hereby agree to the terms and conditions as set forth.

THE CITY OF GLEN COVE

By: _____
Authorized Signature, Title


Date: _____

GRANT THORNTON LLP



Carl R. Mowery, Managing Director

Date: January 3, 2017



Brett Schwab, ASA, EA, FACA, MAAA
Director and Lead Actuary

Date: January 3, 2017

This Agreement BETWEEN

OGR80 Corp., 126 Glen Street, Glen Cove, NY as Landlord
and
Glen Cove Youth Board, 128B Glen Street, Glen Cove, NY as Tenant

Witnesseth The Landlord hereby leases to the Tenant the following premises:
Two interior, second floor offices at 126 Glen Street, Glen Cove, NY

for the term of
one year

to commence from the first day of February, 2017 and to end on the
thirty-first day of January. (Tenant shall have the option to renew this lease for an
additional one year by notifying the Landlord in writing 60 days before the termination of the
original one year lease.) to be used and occupied for

general office work for up to two occupants only

upon conditions of the following:

1st. That the Tenant shall pay the annual rent of eighty-four hundred and 00/100 dollars (\$8400.00)

said rent to be paid in equal monthly payments of \$700.00 in advance of the first day of each and
every month during the term aforesaid, as follows:
by check payable to the landlord at the address in this lease herein.

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs AND AT THE END OR OTHER EXPIRATION OF THE TERM, SHALL DELIVER UP THE DEMISED PREMISES IN GOOD ORDER OR CONDITION, DAMAGES BY THE ELEMENTS EXCEPTED.

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original terms.

5th. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises is usable, Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefore shall be rendered by Landlord to Tenant at such times as Landlord may elect and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

12th. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

14th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

15th. The Tenant has this day deposited with the Landlord the sum of \$ 700.00 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security: and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. That the security deposited under this lease shall not be mortgaged assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

18th. Tenant shall pay to the Landlord the rent or charge, which may be, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportions part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as an additional rent and shall be given by mail to the Tenant addressed to the demised premises.

19th. That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increases.

20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

21st. If the whole or part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

22nd. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal expiration or lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

23rd. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

24th. The Tenant waives all rights to redeem under any law of the State of New York

25th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decoration or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

26th. No diminution or abatement of rent or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs. Improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

27th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

28th. Utilities shall be included.

29th. Tenant shall have pro rata share of conference room use.

30th. Tenant shall have access to basement for storage of supplies not to exceed 25 square foot of floor area. Landlord makes no representation that basement space is dry or conditioned and accepts no liability for damage of any kind to Tenants supplies.

31th. Tenant shall provide Landlord with a comprehensive policy of general liability insurance in which the Tenant and Landlord are named insureds, for any and all claims arising during the terms of the lease for damages to goods, wares, merchandise and property and/or personal injury or loss of life, in, upon or about the demised premises protecting the Landlord and Tenant against any liability whatsoever occasioned by accidents on or about the demised premises. Such liability policy shall be in the amount of \$1 Million in respect to any one accident and in the amount of \$1 million with respect to property damage, and written by an insurance company satisfactory to the Landlord. This insurance policy shall run with the lease.

And the Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises of the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this day of

Signed, sealed and delivered
In the presence of

..... L.S.

..... L.S.

..... L.S.

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)
State of New York, County of ss.1
personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-b)

State of County of ss.1
On before me, the
undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledge taken)

(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of
County of

On before me, the
undersigned, personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in *(if the place of residence is in a city, include the street and street number, if any, thereof):*

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

(if taken outside New York State insert city or political subdivision and state or county or other place acknowledgment taken. And that said subscribing witness(es) made such appearance before the undersigned in

)

(signature and office of individual taking acknowledgment)

Lease

Landlord

Tenant

Dated,

Barbara Peeters
City of Glen Cove, Deputy Mayor

In Consideration of letting of the premises within mentioned to the within named Tenant and the sum of \$1.00 be paid to the undersigned by the within named Landlord, the undersigned do hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay and the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all rights to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.

In Witness Whereof, the undersigned ha set hand and seal this day of

WITNESS

.....L.S.



Utica National Insurance Group

Insurance that starts with you
Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413

CONDITIONAL RENEWAL NOTICE-NEW YORK

Insurance Company: UTICA MUTUAL INSURANCE COMPANY

Kind of Policy: BOND

Name and Address of Insured: CITY of GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542

Policy Number: SU4128434
Policy Expiration Date: 03/29/2017
Date of Mailing: 01/12/2017
Adjusted Date:

Agent/Broker: SALERNO BROKERAGE CORP.
Y9825 117 OAK DRIVE
SYOSSET, NY 11791

We are processing the renewal of the above policy, however we are notifying you of the condition(s) checked below that change(s) the terms of your renewal:

- ☐ 1. Your premium is being increased by:
- ☐ 2. Your new premium is: which represents a greater than 10% premium increase over your expiring policy's premium. Please contact your agent or broker if you need more specific pricing information.
NOTE: Item 1. and/or 2. may or may not include changes caused by value or limits revisions, experience rating, retrospective rating or audit. Please see your agent if specific comparisons are needed.
- ☐ 3. We are changing the limits as follows:
- ☐ 4. We are changing the type of coverage as follows:
- ☐ 5. There is a reduction in coverage as follows:
- ☐ 6. We are increasing your deductible as follows:
- ☐ 7. We are adding the following exclusion(s):
- ☒ 8. Other: See attached Policyholder Notice 8L2451.

The reason(s) for the above change(s) is/are: 8, Adoption of revised/updated standard industry forms.

NOTE: YOU HAVE A RIGHT TO OBTAIN CERTAIN LOSS INFORMATION FROM US. FOR AN EXPLANATION OF THAT RIGHT PLEASE REFER TO THE "SPECIAL NOTICE - AVAILABILITY OF LOSS INFORMATION," AS WELL AS OTHER IMPORTANT INFORMATION, ON THE BACK OF THIS FORM.

Authorized Representative

IMPORTANT: YOU SHOULD CONSULT YOUR AGENT/BROKER REGARDING YOUR RENEWAL NEEDS.

SPECIAL NOTICES

AVAILABILITY OF LOSS INFORMATION

Upon written request from you we will provide the following loss information covering the period of time we have provided coverage to you, or for a period of years required by New York insurance regulations, whichever is less:

- (1) Information on closed claims, including date and description of occurrence, and any incurred losses;
- (2) Information on open claims, including date and description of occurrence, and amounts of any payments; and
- (3) Information on notice of any occurrences, including date and description of occurrence.

Note: We may charge a reasonable fee as determined by the Superintendent of Insurance for such information we provide at your request, but not for such information which we are required to provide.

CONFLICT WITH SEPARATE CANCELLATION OR NON-RENEWAL NOTICES THAT MAY APPLY

If a separate Notice of Nonrenewal or a Notice of Cancellation has been issued as of the date of this Conditional Renewal Notice - New York, or a Notice of Cancellation is issued at a later date, such Notice of Nonrenewal or Notice of Cancellation will have precedence and this Conditional Renewal Notice - New York is void and of no effect unless and until such Notice of Nonrenewal or Notice of Cancellation is rescinded by the Company.

2015 CRIME AND FIDELITY REVISIONS NOTICE TO POLICYHOLDERS

One or more of the following forms or endorsements applies to your renewal policy being issued by us:

EXCLUSION - VIRTUAL CURRENCY (APPLICABLE TO FORMS CR 00 20, CR 00 21, CR 00 22, CR 00 23, CR 00 24, CR 00 25, CR 00 26, CR 00 27, CR 00 28, CR 00 29, CR 00 30, CR 00 31)

This new exclusion applies to loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency. Entities that transact business using virtual currency can obtain coverage through the separate Include Virtual Currency As Money Endorsement.

DEFINITION - FRAUDULENT INSTRUCTION (APPLICABLE TO FORMS CR 00 20, CR 00 21, CR 00 22, CR 00 23, CR 00 24, CR 00 25, CR 00 26, CR 00 27)

This definition applies to Funds Transfer Fraud Coverage. Paragraph a.(3), which addresses instructions purportedly issued by an employee but in fact were issued by someone else without the employee's knowledge or consent, has been removed. This coverage is now being provided through the separate Fraudulent Impersonation Endorsement.

Also, the references to "telegraphic, cable and teletype" are being removed as these methods of communication are no longer commonly used.

*This Notice does not form part of your policy. No coverage is provided by this Notice, nor can it be understood to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.***

Carefully read your policy, including the endorsements attached to your policy.

Please consult with your agent or broker if you have any questions.

We appreciate your business and thank you for putting your trust in Utica National.



UTICA NATIONAL INSURANCE GROUP

Utica Mutual Insurance Company and its affiliated companies
P.O. BOX 530, UTICA, NEW YORK 13503-9977

January 09, 2017

Policy # SU 4128434
Principal: City of Glen Cove

The above-mentioned policy has a renewal date of 03/29/2017.

If the renewal is in order, please have the marked items below completed and returned to our office. You can find all of our applications on @your.service.com. Click on the "Bonds" tab and on the left and this will bring you right into our "Bond Tool Kit".

Upon receipt of the completed information, we will be able to underwrite the renewal, rate properly, and determine our continuity of the coverage.

..X.. SUPPLEMENTAL QUESTIONNAIRE – Signed by the Insured

..X.. COMPLETE CENSUS including the number of locations with employees

.....ACORD 141 for Money & Securities coverage

..X.. COMPUTER AND FUNDS TRANSFER FRAUD QUESTIONNAIRE

..X.. PLEASE ADVISE IF THERE IS ANY OTHER EMPLOYEE DISHONESTY COVERAGE WRITTEN FOR THIS INSURED. If so, our renewal policy will be excess over the primary coverage and deductible. Please provide the following information: NAME OF CARRIER, POLICY NUMBER, LIMIT OF INSURANCE, DEDUCTIBLE AND EFFECTIVE DATE.

..X.. PLEASE FORWARD A COPY OF THE MOST RECENT MANAGEMENT LETTER WITH ANY RESPONSES FROM THE LAST FISCAL YEAR-END CPA AUDIT OR A COPY OF A RECENT STATE AUDIT WITH RESPONSE LETTERS. (We are looking for the CPA's review of the internal controls in place for this operation. If there is not a management letter, please ask an Officer of the organization to write a detailed letter describing the procedures in place for the day-to-day operational internal controls. This is an underwriting requirement for any limits of \$500,000 and over.)

Thank you for your cooperation,

Wilma Acre

Wilma K Acre
Utica Surety
Phone: 315-734-2425 Fax: 315-734-2149
E-mail Address: wilma.acre@uticanational.com

SU4128434

Computer and Funds Transfer Fraud Questionnaire

- 1) Who or what department in your organization is authorized to:
- a) Initiate transactions? _____
 - b) Initiate changes to computer programs? _____
 - c) Initiate error corrections to computer programs? _____
 - d) Maintain records for financial assets? _____
 - e) Monitor system use? _____
 - f) Transfer Funds? _____
- 2) Are users or programmers allowed to operate computers with their own programs? Yes ☐ No ☐
- 3) Is computer check writing separate from check authorizing? Yes ☐ No ☐
- 4) Is output reconciled by persons who do not prepare or process the input? Yes ☐ No ☐
- 5) Are inventory records computerized? Yes ☐ No ☐
- 6) Are computer passwords complex and changed frequently? Yes ☐ No ☐
- 7) Are passwords and system access immediately terminated for inactive and terminated employees? Yes ☐ No ☐
- 8) Are employees trained not to share passwords, open e-mails or attachments from strangers, and install personal software without approval? Yes ☐ No ☐
- 9) Are employees trained to report unusual or suspicious problems to Management? Yes ☐ No ☐
- 10) Do you have firewalls protecting all external entry points into your network? Yes ☐ No ☐
- 11) Is there encryption done on transmissions? Yes ☐ No ☐
- 12) Does inbound mail from external sources include policies that automatically strip-file attachments? Yes ☐ No ☐
- 13) Are all system vendors pre-screened prior the use of their service or product? Yes ☐ No ☐
- 14) Are there areas or departments which are not computerized? Yes ☐ No ☐
If yes, explain: _____
- 15) Are any parts of your computing environment outsourced? Yes ☐ No ☐
- 16) Are there written policies regarding computer usage and wire transfer? Yes ☐ No ☐
- 17) Does management or internal audit perform regular reviews of computer user compliance and fund transfers with established written policies and procedures? Yes ☐ No ☐
- 18) Does management perform regular review of existing system(s) on an ongoing basis to detect unauthorized usage or programming changes? Yes ☐ No ☐

- 19) Is the physical security of computer rooms and your facility controlled? Yes ☐ No ☐
- 20) Do you control access to data in storage and disposal of computer waste from outsiders pilfering trash? Yes ☐ No ☐
- 21) Is all access to Client's confidential data being monitored? Yes ☐ No ☐
- 22) Is the work of independent software contractors (including contract programmers) and vendors subject to effective review or monitoring of usage and access? Yes ☐ No ☐
- 23) Is physical count of inventory conducted at least annually? Yes ☐ No ☐
- 24) Have you installed software from a reputable vender, which includes antivirus, anti-spyware, malware and adware detection? Yes ☐ No ☐
- 25) Do you keep software up-to-date through an automatic update feature and configure it to perform recurring, automatic complete system scans on a routine basis? Yes ☐ No ☐
- 26) Are use of network "analyzers/sniffers" restricted to authorized support personnel? Yes ☐ No ☐
- 27) What is the average daily number of fund transfers? _____
- largest single amount that can be transferred? _____
 - average size of transfers? _____
- 28) Does your Bank authenticate the identity of the caller before acting upon the instructions? Yes ☐ No ☐
- 29) Does your bank require confirmation of funds transfer transactions in writing within 24 hrs? Yes ☐ No ☐
- 30) Does your bank immediately verify the completion of the transfer of funds?
If yes, does verification go to someone other than the one who initiated the transfer? Yes ☐ No ☐
Yes ☐ No ☐
- 31) Is there specific arrangements with your bank as to who in your organization is authorized to:
- a. Transfer Funds? Yes ☐ No ☐
 - b. Request changes in procedures? Yes ☐ No ☐
 - c. Obtain records? Yes ☐ No ☐
- 32) Are all payment instructions executed under a sequential numbering system? Yes ☐ No ☐
- 33) How do you detect whether an employee has exceeded their authority? _____
-
- 34) Is a dedicated computer used to support all online banking? Yes ☐ No ☐



SU.4128434
**EMPLOYEE CENSUS
GOVERNMENT ENTITIES**

(For use with Employee Theft and Crime Coverage)

UTICA MUTUAL INSURANCE COMPANY

New Hartford, New York 13413 USA
www.uticanational.com (800) 274-1914
Bond Department (315) 734-2425
Bond Department Fax (315) 734-2149

Named insured _____

Classification of employees

1. List below (or attach a separate sheet) the positions and number of officials/officers and employees occupying those positions to which this insurance applies. The schedule below is as of this date. _____

No. of Occupants	* Positions	No. of Occupants	* Positions	No. of Occupants	* Positions
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

* Persons required by law to be individually bonded and treasurers and tax collectors by whatever title known, are excluded from Employee Theft Per Loss or Per Employee coverage.

2. Is there a Public Official Surety Bond written for these positions? ☐ Yes ☐ No
If yes, do these positions need to be added to this policy? ☐ Yes ☐ No

From the list above (or attached by separate sheet) determine the:

3. Number of officials/officers, not required by law to be individually bonded, who are authorized to manage, govern or control the insured's employees _____
4. Number of employees who handle, have custody or maintain records of money, securities or other property; department and division heads, assistant department and assistant division heads, and peace officers _____
5. Number of police officers, including patrolmen/patrolwomen (if to be added to this policy) _____
6. Total number of non-compensated elected or appointed officials (if to be added to this policy) _____
7. Total number of all employees for this entity _____
8. Total number of locations _____

54428434



UTICA MUTUAL INSURANCE COMPANY
SUPPLEMENTAL FIDELITY APPLICATION

This application is deemed to be made a part of and is a supplement to any and all fidelity applications completed.

Named Insured: _____

Description of your business: _____

Has any insurance of this sort been declined, non-renewed, cancelled or rescinded in the past? Yes ☐ No ☐

Do you have any knowledge of any circumstances that could lead to a dishonesty loss? Yes ☐ No ☐

If yes, explain. _____

INTERNAL CONTROLS

1. Do employees who reconcile bank statements also
 - A. Sign Checks Yes ☐ No ☐
 - B. Handle bank deposits Yes ☐ No ☐
 - C. Have access to checkwriters or signature plates Yes ☐ No ☐
 - D. Are checks or copies of checks returned to you with the Bank Statement? Yes ☐ No ☐
 - E. If yes to any of these questions, are the bank reconciliations signed off by someone other than those employees who have access to A, B, and/or C? Yes ☐ No ☐
2. A. Are at least two signatures required on checks? Yes ☐ No ☐
 If yes, over what amount? _____
 B. If no, is a voucher system being used? If yes, please describe: Yes ☐ No ☐

 C. Are blank checks ever presigned? Yes ☐ No ☐
3. Is an outside CPA involved in preparing financial statements? Yes ☐ No ☐
 How often? Annual _____ Quarterly _____ Monthly _____ Other _____
 Name and address of auditing firm: _____
4. Do you secure a certificate of insurance for Accountants Errors and Omissions from your accountant for an amount at least equal to the limit for dishonesty you are looking for? Yes ☐ No ☐
5. Does the auditor visit all sites? Yes ☐ No ☐
6. Does the accountant review the system of internal controls and furnish written reports? Yes ☐ No ☐
7. Has the auditing firm made any recommendations that you have not adopted? Yes ☐ No ☐
 If yes, explain _____
8. Is the audit report given directly to the Proprietor, Partner or Board? Yes ☐ No ☐
9. Does the applicant maintain an internal audit department? Yes ☐ No ☐
10. Does someone outside the accounts payable department confirm all invoices? Yes ☐ No ☐
11. Are the invoices stamped PAID at the time checks are issued to prevent someone from paying the same invoice twice? Yes ☐ No ☐

SUPPLEMENTAL FIDELITY APPLICATION (continued)

12. Does your firm trade on its own account or anyone else's? Yes ☐ No ☐
13. Will securities be subject to joint control by two or more employees? Not Applicable ☐ Yes ☐ No ☐
14. Is a complete inventory made with a physical check of stock and equipment? Yes ☐ No ☐
15. How frequently is an inventory done? _____
16. Are checks stamped "For Deposit Only?" Yes ☐ No ☐
17. Maximum amount of cash on hand at any one time? _____
18. Do you handle any warehouse receipts? Yes ☐ No ☐
19. Are vendors prescreened and approved before using? Yes ☐ No ☐
20. Are employees prescreened for drug use? Yes ☐ No ☐
21. Are employee background checks done? Yes ☐ No ☐

COMPUTER CONTROLS

1. Are users or programmers allowed to operate computers with their own programs? Yes ☐ No ☐
2. Is computer check writing separate from check authorizing? Yes ☐ No ☐
3. Are programmers rotated periodically? Yes ☐ No ☐

LOSS EXPERIENCE

Date	Amount of Loss	Description of Loss and Corrective Action

REPRESENTATION

The undersigned declare that to the best of their knowledge the statements set forth herein are true and correct. It is agreed that this application and material submitted therewith are the undersigned representations and that they are material. It is agreed that the application and material submitted shall be the basis of the contract should a policy be issued and that this application and any attachments thereto will be deemed attached to and made part of the policy. All written statements and materials furnished in conjunction with this application are hereby incorporated by reference into the application and made a part thereof.

IMPORTANT FRAUD INFORMATION

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

By _____ Date _____
Chief Executive Officer or Highest Ranking Official

By _____ Date _____
Chief Financial Officer or equivalent



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

BUDGET TRANSFER FORM

GCP-1 (7/08)

DEPARTMENT: Fire Department BUDGET YEAR 2017

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
TE.7100.55613	GC 350 Celebration	20,000	
A1990.55940	Contingency		20,000

Reason for Transfer: Transfer funds to fund 350 Celebration, funds will be reimbursed.

Department Head Signature: Linda Clauser Date: 1-17-17

City Controller Approval: Linda Clauser Date: 1-17-17

City Council Approval – Resolution Number: _____ Date: _____

CONTRACT OF AGREEMENT

This contract is to begin **JANUARY 1, 2017** by and between **NORTH SHORE GOLF CAR SERVICE INC.**, hereinafter referred to as the **CONTRACTOR** and **THE CITY OF GLEN COVE, MUNICIPAL GOLF COURSE** hereinafter referred to as **THE CITY**.

WITNESSETH:

It is understood the no verbal understanding not incorporated in this document is to be conceded as binding upon either but it is agreed that should it be found expedient and proper by both to alter, add, or omit any portion of this contract during its existence, that it may be altered or changed only by mutual written agreement, signed by the proper authorized officer of each respective party and that such changes do not invalidate the balance of the contract.

DURATION OF CONTRACT:

This contract shall be in force for a period of **12 months**, from the beginning date of this contract.

COMMISSION:

The City agrees to pay \$8,085.00 per year in two payments of \$4,042.50 due March 1st 2017, with like amount August 1st 2017

49 Club Car Gas Powered Precedents at a cost of \$165.00 per year

STIPULATIONS OF CONTRACT

1. The contractor agrees to perform annual service, which includes the replacement of all oils, filters, plugs and the inspection of all batteries, cables, controls, brakes and connections and their replacement, if necessary. Also, all cars will be pressured washed, cleaned and waxed. This service is to be performed during off season in 2017.
2. The contractor agrees to make any necessary repairs and/or adjustments during the season and supply any and all parts when necessary for the
49 Club Car Precedent Model Cars
3. The contractor agrees to respond with a mechanic within 24 hours to any request for service or maintenance.
4. The contractor agrees to furnish only authorized Club Car parts.
5. The contractor agrees to provide service and maintenance for 61 Club Car Gas Powered golf cars which are solely used for Golf
6. The contractor agrees to keep in full force for the term of this contract:
 - A. Workmen's Compensation and Employee's Liability
 - B. Comprehensive General Liability
 - C. Comprehensive Automobile Liability
(with amounts no less than \$1000.000).
7. The City agrees to supply and install all fuel that is needed for Club Cars.
8. The City agrees to repair or replace any tire or wheel assemblies that are needed.
9. The City agrees to purchase any additional parts or accessories that are not covered under this service agreement from the contractor.
10. The City agrees that any mechanical or cosmetic repairs due to fire, theft, acts of vandalism, accidents or acts of God will be performed by the contractor at the rate of \$95.00 per hour, plus parts.
11. The City agrees that any cosmetic repairs i.e. body panel dents, broken canopies and torn seats, during the term of this contract are not the responsibility of the contractor. If the City feels these repairs are necessary, a separate agreement will be made.

IN WITNESS WHEREOF, the parties hereto, authorize their proper officers to execute this agreement, on the day and year first above written.

NORTH SHORE GOLF CAR SERVICE, INC. CONTRACTOR

By:  President
1/14/10

Address:

220 Glen Cove Avenue
Glen Cove, New York 11542

THE CITY OF GLEN COVE
MUNICIPAL GOLF COURSE

THE CITY

By: _____

Title: _____

Address:

The City of Glen Cove
Municipal Golf Course
Lattingtown Road
Glen Cove, New York 11542

CONTRACT OF AGREEMENT

This contract is to begin **JANUARY 1, 2017** by and between **NORTH SHORE GOLF CAR SERVICE INC.,** hereinafter referred to as the **CONTRACTOR** and **THE CITY OF GLEN COVE, MUNICIPAL GOLF COURSE** hereinafter referred to as **THE CITY.**

WITNESSETH:

It is understood the no verbal understanding not incorporated in this document is to be conceded as binding upon either but it is agreed that should it be found expedient and proper by both to alter, add, or omit any portion of this contract during its existence, that it may be altered or changed only by mutual written agreement, signed by the proper authorized officer of each respective party and that such changes do not invalidate the balance of the contract.

DURATION OF CONTRACT:

This contract shall be in force for a period of **12 months,** from the beginning date of this contract.

COMMISSION:

The City agrees to pay \$1,500.00 per year in two payments of \$750.00 due March 1st 2017, with like amount August 1st 2017

12 Club Car Gas Powered DS-G Model at a cost of \$125.00 per year

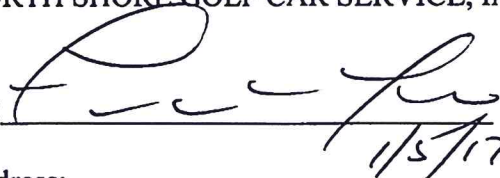
STIPULATIONS OF CONTRACT

1. The contractor agrees to perform annual service, which includes the replacement of all oils, filters, plugs and the inspection of a cables, controls, brakes and connections. Also, all cars will be pressured washed, cleaned and waxed. This service is to be performed during off season in 2017.
2. The contractor agrees to make any necessary repairs and/or adjustments during the season and supply labor. All parts when necessary will be bill separately.
for the **12 Club Car DS-G Model Cars** only
3. The contractor agrees to respond with a mechanic within 24 hours to any request for service or maintenance.
4. The contractor agrees to furnish only authorized Club Car parts.
5. The contractor agrees to provide service and maintenance for 12 Club Car DS-G Gas Powered golf cars which are solely used for Golf
6. The contractor agrees to keep in full force for the term of this contract:
 - A. Workmen's Compensation and Employee's Liability
 - B. Comprehensive General Liability
 - C. Comprehensive Automobile Liability
(with amounts no less than \$1000.000).
7. The City agrees to supply and install all fuel that is needed for Club Cars.
8. The City agrees to repair or replace any tire or wheel assemblies that are needed.
9. The City agrees to purchase any additional parts or accessories that are not covered under this service agreement from the contractor.
10. The City agrees that any mechanical or cosmetic repairs due to fire, theft, acts of vandalism, accidents or acts of God will be performed by the contractor at the rate of \$95.00 per hour, plus parts.
11. The City agrees that any cosmetic repairs i.e. body panel dents, broken canopies and torn seats, during the term of this contract are not the responsibility of the contractor. If the City feels these repairs are necessary, a separate agreement will be made.

IN WITNESS WHEREOF, the parties hereto, authorize their proper officers to execute this agreement, on the day and year first above written.

NORTH SHORE GOLF CAR SERVICE, INC. CONTRACTOR

By:

 President
11/5/17

Address:

220 Glen Cove Avenue
Glen Cove, New York 11542

THE CITY OF GLEN COVE
MUNICIPAL GOLF COURSE

THE CITY

By: _____

Title: _____

Address:

The City of Glen Cove
Municipal Golf Course
Lattingtown Road
Glen Cove, New York 11542