

Resolution 6A

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

**BE IT RESOLVED**, that the City Council hereby amends the Youth Bureau Summer Program Camp fees as follows:

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Glen Cove Residents	\$350.00	\$400.00
Non Residents		\$550.00

Resolution 6B

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

**BE IT RESOLVED**, that the City Council hereby authorizes to refund all or a portion of certain outstanding serial bonds of the City of Glen Cove, stating the plan of refunding, appropriating an amount not to exceed \$17,500,000 for such purpose, and making certain other determinations in connection therewith.

(See Attached)

Resolution 6C

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into a revenue share agreement with Tournament City at Glen Cove, NY, for the use of certain ball fields on specific dates and time, to be determined for baseball and softball tournaments.

Resolution 6D

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

**BE IT RESOLVED**, that the City Council hereby authorizes the following amendment to the Glen Cove Volunteer Fire Department Constitution and By-Laws; Constitution, Article III – Membership, Section 1. Qualifications; Constitution, Article V, Department Officers, Their Appointment and Duties, Section 1A. Ballots/Absentee Ballot – Department Election; and Article V, Suspensions and Expulsions, Section 3. Advisory Board, as follows:

CONSTITUTUION  
ARTICLE III  
MEMBERSHIP

SECTION 1. QUALIFICATIONS.

Any citizen, or permanent resident alien, of good character, who is at least eighteen (18) years of age, is physically and mentally capable, shall be eligible to join the Department. Such person must be a citizen or permanent resident alien with a Green Card (Form I-551) of the United States; resident of the State of New York; and except as otherwise provided in Section 7 of this Article, a resident of the City of Glen Cove for at least six (6) months immediately preceding the time the application is submitted. The applicant must be found physically qualified by a physician designated or approved by the Mayor and must be without any previous conviction of felony.

ARTICLE V  
DEPARTMENT OFFICERS  
THEIR APPOINTMENT AND DUTIES

SECTION 1A BALLOTS/ABSENTEE BALLOT – DEPARTMENT ELECTION

The ballots to be used for the election are to be furnished by the Department and shall be printed on or before December 1<sup>st</sup>. Absentee ballots shall be provided to the members who cannot attend the scheduled election. A request of an absentee ballot must be made in writing to the Chief and received by the Chief's office on or before the day preceding the election by 5:00 PM. All ballots shall be mailed or hand delivered by the Department Secretary or any Department officer designated by the Chief to the member so requesting the ballot. All ballots must be received in the Chief's office by 5:00 PM on the day of the election. A member requesting an absentee ballot shall not be able to vote in person on Election Day. The envelopes containing the absentee ballots shall be delivered to the election committee before the start of the election. (Added 10/10/02)

BY-LAWS

ARTICLE V  
SUSPENSIONS AND EXPULSIONS

SECTION 3. ADVISORY BOARD.

The Advisory Board shall consist of an ex-Chief, to be appointed by the Chief, and who shall serve at the pleasure of the Chief, and act as Chairman, and two (2) elected members from each Company, who are not officers or Fire Commissioner. The Companies shall elect their

Advisory Board members at the regular December meeting of each Company, and shall serve a two (2) year term corresponding to that of the Chief. Any vacancy caused by the death, resignation or other disability of an Advisory Board member elected by a Company, shall be filled at the next regular Company meeting following such disability. The term of such replacement shall be only for the unexpired term. The Department Recording Secretary shall act as Secretary to the Advisory Board, and shall keep true and accurate minutes and records of the meetings of said Advisory Board. The Secretary shall not be a member of the Advisory Board. The Advisory Board shall investigate all charges that may be preferred against a member of the Department. This includes any offenses committed outside the Fire Department which might be detrimental to the prestige of the Department. The Advisory Board shall be empowered to hold hearings and request testimony from witnesses. All proceedings shall be held in an orderly manner as set forth by the Advisory Board. In all such investigations and hearings, the following procedure shall apply:

1. Within ten (10) days of the filing and service of charges (section 3 of this article), whichever is later, a written statement containing specifications of the charges shall be served upon the accused member. Said statement shall clearly state and specify the acts or other charges alleged against the accused member, and shall be signed by the member preferring charges. The specifications and charges shall be served upon the accused member in person or if absent, by registered or certified mail with return receipt, which shall be evidence of service. Copies of the specification and charges shall be presented to the Chairman of the Advisory Board, the Department Chief, and the Captain of the Company of the accused member, together with proof of service upon the accused member no later than four (4) days after service, as previously provided.
2. A hearing shall be conducted within (10) days of the filing of the charges, specifications and proof of service with the Advisory Board Chairman. This hearing may be adjourned at the discretion of the Chairman.
3. Both the member preferring the charges and the accused member shall be given an opportunity to be heard, and both may call witnesses to voluntarily testify before the Advisory Board. Only members of the Department may testify or appear in person at the hearing except that:
  - (a) The accused member may be represented by legal counsel, as may the Advisory Board.
  - (b) The accused member may submit written statements by doctors and employers in furtherance of the defense of such member.

4. After due consideration of all the facts and evidence, and within ten (10) days of the completion of the hearing, the Advisory Board shall submit its findings of fact and recommendations in writing to the Chief and the Company Captain of the accused member. The Chief shall within 10 days of receiving the recommendation of the Advisory Board, notify the Board of Fire Commissioners, the Mayor, and the accused member, of any action taken by the Chief. The accused member shall be advised by the Chief of the member's right to appeal to the Board. An appeal must be made in writing within ten (10) days after receipt of the Chief's action to the Board. The Board of Fire Commissioners shall review the appeal and shall act thereon.
5. Any member who has a grievance that cannot be settled within routine Department or Company channels may request a hearing from the Advisory Board. This request must be in writing, and contain a summary of the specific grievance. After considering the request, the Advisory Board shall decide whether or not to investigate, and the requester shall be notified within ten (10) days.
6. In order to conduct any business, the Advisory Board must have present and voting: the Chairman and at least one (1) member from each Company.

Resolution 6E

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

**WHEREAS**, the Purchasing Agent was authorized to advertise for impounding of vehicles; and

**WHEREAS**, Glen Cove Auto Salvage, submitted the highest 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 highest responsible bid of Glen Cove Auto Salvage, 232 Glen Cove Avenue, Glen Cove, New York 11542, in the amount of \$21,000 per year.



Resolution 6F

Resolution offered by Mayor Spinello seconded by \_\_\_\_\_

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

(See Attached)

Resolution 6G

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

**BE IT RESOLVED**, that the City of Glen Cove is hereby authorized to conduct a pyrotechnic display on July 4, 2017, with a rain date of July 5, 2017, at approximately 9:00 p.m., with a duration of approximately 18 – 20 minutes, pending the following conditions are adhered to:

1. Recommendation for event from Nassau County Bomb Squad;
2. A member of the Nassau County Police Department Arson/Bomb Squad will be present at the event;
3. Having present at time and place of event City of Glen Cove Volunteer Fire Department.

Resolution 6H

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

**BE IT RESOLVED**, that the Nassau Country Club is hereby authorized to conduct a pyrotechnic display on May 27, 2017, with a rain date of May 28, 2017, at approximately 9:00 p.m., with a duration of approximately 18 – 20 minutes, pending the following conditions are adhered to:

4. Recommendation for event from Nassau County Bomb Squad;
5. A member of the Nassau County Police Department Arson/Bomb Squad will be present at the event;
6. Having present at time and place of event City of Glen Cove Volunteer Fire Department.

Resolution 6I

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

**BE IT RESOLVED**, that the Church of St. Rocco is hereby authorized to hold their annual Good Friday Procession on Friday, April 14, 2017 and the closing of the following streets between the hours of 12:00 noon and 2:00 p.m.:

Wolfe Street  
First Street  
Third Street  
Bella Vista

Resolution 6J

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

**BE IT RESOLVED**, that the City Council hereby authorizes St. Rocco's Church to hold their annual "Feast of St. Rocco's", July 26, 2017 through July 30, 2017, procession, and the closing of the following streets, on July 30, 2017:

Wolfe Street  
First Street  
Third Street  
Bella Vista

Resolution 6K

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Glen Cove Chamber of Commerce to erect lawn signs to advertise annual "Culinary Delights", April 16, 2017 through May 3, 2017.

Resolution 7A

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

**BE IT RESOLVED**, that the City Council hereby appoints Christopher A. Acosta appointed as part-time Youth Services Worker, with the Youth Bureau, at \$8.50 per hour effective March 15, 2017.

Budget Line A7050-51123



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

## BUDGET TRANSFER FORM

GCF-1 (7/08)

DEPARTMENT: BUDGET YEAR 2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
SEE ATTACHED	VARIOUS ACCOUNTS	\$679,972.00	
SEE ATTACHED	VARIOUS ACCOUNTS		\$679, 972.00

Reason for Transfer:

TRANSFERS TO REALLOCATE FUNDS FROM EXCESS APPROPRIATIONS.

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

City Controller Approval: Jandra C. [Signature] Date: 3/9/17

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

### Budget Transfer 2016 Budget Year

Budget Code	Account Description	Increase Budget	Decrease Budget
A1010-55438	City Council Contracts	\$ 3,500.00	
A1210-51101	Mayor Office Salaries	\$ 1,125.00	
A1210-51120	Mayor Pt Salary	\$ 5,201.00	
A1310-54360	Finance Office Expenses	\$ 11,704.00	
A1310-55443	Finance Tech Services	\$ 4,750.00	
A1310-55461	Finance City Discount	\$ 1,812.00	
A1310-55465	Finance Bond Expense	\$ 82,486.00	
A1310-55950	Finance Misc	\$ 12,504.00	
A1420-51120	City Attorney-PT Salary	\$ 1,755.00	
A1420-54360	City Attorney-Office Expense	\$ 2,078.00	
A1420-55438	City Attorney-Contracts	\$ 2,667.00	
A1420-55492	City Attorney-Legal Fee	\$ 90,016.00	
A1490-51101	DPW Admin Salaries	\$ 2,498.00	
A1490-51120	DPW PT salaries	\$ 4,645.00	
A1490-51140	DPW Overtime	\$ 7,866.00	
A1490-54320	DPW Utilities	\$ 13,209.00	
A1490-55438	DPW Contracts	\$ 9,987.00	
A1920-55410	Municipal Assoc Dues	\$ 6,258.00	
A1930-55950	Tax Refund	\$ 16,934.00	
A1989-51156	Termination Pay	\$ 51,520.00	
A3310-51120	Traffic Patrol PT Salary	\$ 8,193.00	
A3310-54320	Traffic Patrol Utilities	\$ 1,769.00	
A3310-55420	Traffic Patrol Maint	\$ 8,802.00	
A3410-51101	Fire Dept Salaries	\$ 6,166.00	
A3410-51140	Fire Dept Overtime	\$ 19,070.00	
A3410-51153	Fire Dept Holiday Pay	\$ 1,350.00	
A3620-51101	Bldg Dept Salaries	\$ 35,165.00	
A3620-55416	Building Telecom	\$ 1,637.00	
A3630-51120-	Code Enf PT salary	\$ 11,725.00	
A3630-55438	Code ENF contracts	\$ 2,804.00	
A4540-51120	EMS PT salary	\$ 29,859.00	
A4540-51140	EMS overtime	\$ 10,897.00	
A4540-55416	EMS telecom	\$ 1,594.00	
A4540-55438	EMS contracts	\$ 24,035.00	
A4540-57164	EMS LOSAP	\$ 13,960.00	
A5110-51101	DPW salaries	\$ 21,869.00	
A5110-51120	DPW Roads PT salary	\$ 57,113.00	
A5110-51140	DPW Roads overtime	\$ 12,811.00	
A5110-51141	DPW Roads Emerg O/T	\$ 1,213.00	
A5110-54320	DPW Roads utilities	\$ 3,496.00	
A5110-54380	DPW ST lights	\$ 16,394.00	

A5110-55416	DPW Roads telecom	\$	1,386.00	
A5142-54324	Snow Removal supplies	\$	1,650.00	
A6772-51120	Senior Center PT salary	\$	10,210.00	
A6772-51140	Senior Center Nut overtime	\$	4,073.00	
A6772-55420	Senior Center Maint	\$	2,383.00	
A7030-55438	Senior Ctr Rec contracts	\$	8,321.00	
A7035-51120	Senior Center Day Care PT salary	\$	3,544.00	
A7035-55420	Senior Center Day Care Cnty maint	\$	1,007.00	
A7500-55551	Misc Vet Serv	\$	3,340.00	
A7500-55552	Misc Budget S.A.F.E	\$	1,000.00	
A8160-55438	DPW Sanitation contracts	\$	1,626.00	
A9010-57165	Employee Benefits Retire ERS	\$	14,448.00	
A9010-57171	Employee Benefits Part B MED	\$	4,547.00	
A1210.54360	Mayor-Office Supplies		\$	5,377.00
A1210-55438	Mayor Office Contracts		\$	38,826.00
A1490-55420	DPW Admin		\$	11,970.00
A1640-54301	DPW Auto Supp		\$	10,618.00
A1640-54321	DPW Garage		\$	203,536.00
A1990-55940	Contingency		\$	275,000.00
A3410-51120	Fire Dept PT Salary		\$	11,770.00
A3410-54321	Fire Dept Fuel		\$	9,868.00
A3410-54324	Fire Dept Supplies		\$	12,883.00
A3410-55420	Fire Dept Maint		\$	12,811.00
A3410-55438	Fire Dept Contracts		\$	11,217.00
A3410-55442	Fire Dept Training		\$	10,986.00
A3620-55438	Bldg Dept Contracts		\$	535.00
A3630-51101	Code Enf Salaries		\$	33,252.00
A4540-55407	EMS Equip		\$	10,600.00
A5110-54301	DPW Roads		\$	20,723.00
		<hr/>		
		\$	679,972.00	\$ 679,972.00
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EXTRACT OF MINUTES  
Meeting of the City Council of the  
City of Glen Cove, in the  
County of Nassau, New York  
March 14, 2017

\* \* \*

A regular meeting of the City Council of the City of Glen Cove, in the County of Nassau, New York, was held at the City Hall, Glen Cove, New York, on March 14, 2017.

There were present: Hon. Reginald Spinello, Mayor

Councilpersons:

There were absent:

Also present: Tina Pemberton, City Clerk

\* \* \*

\_\_\_\_\_ offered the following ordinance and moved its  
adoption:



REFUNDING BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED MARCH 14, 2017, AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF CERTAIN OUTSTANDING SERIAL BONDS OF SAID CITY, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED \$17,500,000 FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$17,500,000 REFUNDING BONDS TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN OTHER DETERMINATIONS IN CONNECTION THEREWITH

Recitals

WHEREAS on July 27, 2005, the City of Glen Cove, in the County of Nassau, New York (herein called the "City"), issued its \$4,909,200 Various Purposes Serial Bonds-2005 (the "2005 Bonds"), pursuant to various bond ordinances duly adopted by the City Council of the City on their respective dates, authorizing the financing of various capital projects and improvements in and for the City; and

WHEREAS, the 2005 Bonds are currently outstanding in the principal amount of \$1,615,000 (herein referred to as the "Outstanding 2005 Bonds") and bear interest payable semiannually on January 15 and July 15 in each year to maturity and mature on July 15 in the years and in the principal amounts, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$375,000	4.00%
2018	395,000	4.00
2019	415,000	4.00
2020	430,000	4.00

WHEREAS, the Outstanding 2005 Bonds maturing on or after July 15, 2017 are subject to redemption prior to maturity, at the option of the City, on any date, in whole or in part, in any order of their maturity and in any amount within a maturity (selected by lot within a



maturity), at the redemption price of 100% of the par amount of the bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS on April 17, 2007, the City, issued its \$13,725,050 Various Purposes Serial Bonds-2007 (the “2007 Bonds”), pursuant to various bond ordinances duly adopted by the City Council of the City on their respective dates, authorizing the financing of various capital projects and improvements in and for the City; and

WHEREAS, the 2007 Bonds are currently outstanding in the principal amount of \$5,955,000 (herein referred to as the “Outstanding 2007 Bonds”) and bear interest payable semiannually on April 15 and October 15 in each year to maturity and mature on April 15 in the years and in the principal amounts, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$1,090,000	4.30%
2018	1,140,000	4.30
2019	1,190,000	4.30
2020	1,240,000	4.30
2021	1,295,000	4.30

WHEREAS, the Outstanding 2007 Bonds maturing on or after April 15, 2018 are subject to redemption prior to maturity, at the option of the City, on any date on or after April 15, 2017, in whole or in part, and if in part in any order of their maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS on April 16, 2008, the City, issued its \$2,347,000 Public Improvement Serial Bonds-2008 (the “2008 Bonds”), pursuant to the bond ordinance duly adopted by the City Council of the City on September 24, 2002, authorizing the financing of the

acquisition of the land, buildings and improvements located at the Coles School, a former Glen Cove City School District elementary school building; and

WHEREAS, the 2008 Bonds are currently outstanding in the principal amount of \$1,300,000 (herein referred to as the “Outstanding 2008 Bonds”) and bear interest payable semiannually on April 15 and October 15 in each year to maturity and mature on April 15 in the years and in the principal amounts, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$160,000	4.00%
2018	170,000	4-1/8
2019	175,000	4-1/8
2020	185,000	4-1/8
2021	195,000	4-1/8
2022	200,000	4-1/8
2023	215,000	4.25

WHEREAS, the Outstanding 2008 Bonds maturing on or after April 15, 2019 are subject to redemption prior to maturity, at the option of the City, on any date on or after April 15, 2018, in whole or in part, and if in part in any order of their maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS on June 10, 2010, the City, issued its \$7,405,000 Various Purposes Serial Bonds-2010 Series A (the “2010 Bonds”), pursuant to various bond ordinances duly adopted by the City Council of the City on their respective dates, authorizing the financing of various capital projects and improvements in and for the City; and

WHEREAS, the 2010 Bonds are currently outstanding in the principal amount of \$4,545,000 (herein referred to as the “Outstanding 2010 Bonds”) and bear interest payable

semiannually on June 1 and December 1 in each year to maturity and mature on June 1 in the years and in the principal amounts, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$565,000	4-1/8%
2018	590,000	4-1/8
2019	615,000	4-1/8
2020	645,000	4-1/8
2021	675,000	4-1/8
2022	710,000	4.25
2023	745,000	4.25

WHEREAS, the Outstanding 2010 Bonds maturing on or after June 1, 2020 are subject to redemption prior to maturity, at the option of the City, on any date on or after June 1, 2019, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS on May 4, 2011, the City, issued its \$11,615,500 Various Purposes Serial Bonds-2011 Series A (the “2011 Bonds”), pursuant to various bond ordinances duly adopted by the City Council of the City on their respective dates, authorizing the financing of various capital projects and improvements in and for the City; and

WHEREAS, the 2011 Bonds are currently outstanding in the principal amount of \$8,710,000 (herein referred to as the “Outstanding 2011 Bonds” and together with the Outstanding 2005 Bonds, the Outstanding 2007 Bonds, the Outstanding 2008 Bonds and the Outstanding 2010 Bonds, the “Outstanding Bonds”) and bear interest payable semiannually on April 1 and October 1 in each year to maturity and mature on April 1 in the years and in the principal amounts, as follows:



<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$ 695,000	4.00%
2018	725,000	4.25
2019	755,000	4.50
2020	795,000	4.75
2021	830,000	5.00
2022	875,000	5.00
2023	920,000	5-1/8
2024	975,000	6.25
2025	1,035,000	6.25
2026	1,1050,000	6.25

WHEREAS, the Outstanding 2011 Bonds maturing on April 1, 2021, 2022 and 2023 are subject to redemption prior to maturity, at the option of the City, on any date on or after April 1, 2020, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the bonds to be redeemed, plus accrued interest to the date of redemption. The Outstanding 2011 Bonds maturing on April 1, 2024, 2025 and 2026 are subject to redemption prior to maturity, at the option of the City, on any date on or after April 1, 2016, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, Sections 90.00 and 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), permits the City to refund all or a portion of the outstanding unredeemed maturities of the Outstanding Bonds by the issuance of new bonds, the issuance of which will result in present value debt service savings for the City, and the City Council of City has determined that it may be advantageous to refund all or a portion of the Outstanding Bonds;

NOW, THEREFORE, be it

RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLEN COVE, NEW YORK (by the favorable vote of at least two-thirds of all the members of said City Council), AS FOLLOWS:

Section 1. In this ordinance, the following definitions apply, unless a different meaning clearly appears from the context:

- (a) "Bond To Be Refunded" or "Bonds To Be Refunded" means all or a portion of the aggregate Outstanding Bonds, as shall be determined in accordance with Section 8 hereof.
- (b) "Escrow Contract" means the contract to be entered into by and between the City and the Escrow Holder pursuant to Section 10 hereof.
- (c) "Escrow Holder" means the bank or trust company designated as such pursuant to Section 10 hereof.
- (d) "Outstanding Bonds" shall mean the outstanding unredeemed maturities of the \$4,909,200 Various Purposes Serial Bonds-2005, the \$13,725,050 Various Purposes Serial Bonds-2007, the \$2,347,000 Public Improvement Serial Bonds-2008, the \$7,405,000 Various Purposes Serial Bonds-2010 Series A and the \$11,615,500 Various Purposes Serial Bonds-2011 Series A of the City.
- (e) "Present Value Savings" means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the agreed upon price including estimated accrued interest.
- (f) "Redemption Date" or "Redemption Dates" means any date with respect to the Outstanding 2005 Bonds; April 15, 2017 or any date thereafter with respect to the Outstanding 2007 Bonds maturing on or after April 15, 2018; April 15, 2018 or any date thereafter with respect to the Outstanding 2008 Bonds maturing on or after April 15, 2019; June 1, 2019 or any date

thereafter with respect to the Outstanding 2010 Bonds maturing on or after June 1, 2020; April 1, 2020 or any date thereafter with respect to the Outstanding 2011 Bonds maturing on April 1, 2021, 2022 and 2023; and on any date on or after April 1, 2016 with respect to the Outstanding 2011 Bonds maturing on April 1, 2024, 2025 and 2026, as determined by the Controller pursuant to Section 8 hereof.

- (g) “Refunding Bond” or “Refunding Bonds” means all or a portion of the \$17,500,000 Refunding Serial Bonds-2017 of the City of Glen Cove, authorized to be issued pursuant to Section 2 hereof.
- (h) “Refunding Bond Amount Limitation” means an amount of Refunding Bonds which does not exceed the principal amount of Bonds To Be Refunded plus the aggregate amount of unmatured interest payable on such Bonds To Be Refunded, to and including the Redemption Date, plus redemption premiums, if any, payable on such Bonds To Be Refunded as of such Redemption Date, as hereinabove described in the Recitals hereto, plus costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 10 hereof.

Section 2. The City Council of the City of Glen Cove (herein called the “City Council”), hereby authorizes the refunding of the Bonds To Be Refunded, and appropriates an amount not to exceed \$17,500,000 to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed \$17,500,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the City to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the City in the maximum principal amount of \$17,500,000 and designated substantially as “Refunding Serial Bonds-2017,” are hereby authorized to be issued pursuant to the provisions of the Law. The proposed financial plan for the refunding in the form attached hereto as **Exhibit A** (the “Refunding Financial Plan”) prepared for the City by Capital Markets Advisors LLC, Great Neck, New York and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in



Section 10 hereof, the payment of all costs incurred by the City in connection with said refunding from such proceeds and the investment of all or a portion of such proceeds by the Escrow Holder in certain obligations. The principal of and interest on such investments, together with the balance of such proceeds to be held uninvested, if any, shall be sufficient to pay (i) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to each applicable Redemption Date and (ii) the premium on the Bonds To Be Refunded which are to be called for redemption prior to maturity on any such Redemption Date.

Section 3. The Bonds To Be Refunded described in Section 1 hereof are all or a portion of the unmatured aggregate outstanding balances of the Outstanding Bonds issued pursuant to bond ordinances referred to in the recitals hereof, authorizing the issuance of bonds of the City for the financing of various projects of the City. In accordance with the refunding financial plan, the Refunding Bonds authorized in the aggregate principal amount of not to exceed \$17,500,000 shall mature in amounts and at dates to be determined. The Controller, the chief fiscal officer of the City, is hereby authorized to approve all details of the refunding financial plan not contained herein.

Section 4. The issuance of the Refunding Bonds will not exceed the Refunding Bond Amount Limitation. The maximum period of probable usefulness (“PPU”) of each project included in each issue comprising the Bonds to be Refunded, commencing on the date of issuance of said bonds or the first bond anticipation notes issued in anticipation of the sale of said bonds, is set forth in the tables below:

## 2005 Bonds

<u>Project Description</u>	<u>Period of Probable Usefulness</u>
Various Water System Improvements	5
Payment of Tax Certiorari Judgments	5
Improvements of Wastewater Treatment Plant	40
Payment of Tax Certiorari Judgments	5
Various Capital Improvements	5

## 2007 Bonds

<u>Project Description</u>	<u>Period of Probable Usefulness</u>
East Island Bridge Rehab	20
Pratt Boulevard Connector Road	15
New Ferry Terminal Design	5
Concrete Program	10
2005 Road Program	15
UV Disinfection Project	15
Public Works Equipment (Sweeper)	15
Waterfront Infrastructure Grant Match	15
Commuter Loop Bus	5
Stadium Lighting Project	15
Golf Course Equipment (Carts)	10
Second Half Tax Certiorari Payment	5
City Stadium Renovation	15
Acquisition of Parks Department Vehicle	15
Installation of Soil and Leech Circle Park	15
Acquisition of Snowblower	5
Acquisition of EMS Vehicle	5
Acquisition of Ambulance	10
Acquisition of Various Fire Department Equipment	5
Acquisition of Fire Department Vehicle	3
Software System for Assessment Department	10
Construct Various Sewer Improvements	40
Highway Department Sign replacement	10
Various Road Improvements	15
Acquisition of Highway Equipment	15
Improvements to Pulaski/Brewster Garages	15
Police Department Boiler Replacement	10
Improvements to Senior Center A/C Tower	10
Improvements to Senior Center Roof	15



Improvements to City Hall Exterior	15
City Hall/DPW Garage Card Access System	5
Various Water System Improvements	40
Acquisition of Police Vehicles	3
Construction of Golf Course Improvements	15
Acquisition of Golf Course Equipment	5
City Hall Computer Upgrades	5
Pay Tax Certiorari Proceedings	5
Roadway Construction – Waterfront Redevelopment Project	15
Road Reconstruction and Improvements	15
Engineering and Planning of Road Reconstruction	5
Reconstruction of Sidewalks and Curbs	10
Improvements at DPW Storage Facilities	15
Improvement of Salt Containment and Storage	10
Acquisition of Fire Department Floor Cleaning Unit	5
Replacement of Fire Department Boiler	10
Replacement of Police Department Boiler	10
Elevator Upgrade – Compliance	10
Improvements at Water Treatment Plant	40
Improvements to Southridge Drive Transfer Station	40
Replacement of Pump Station Controls	40
Improvements to Septage Receiving Station	40
Improvements to Kelly Street Water Main Upgrades	40
Improvements to the Trubee Water Main	40
Water Department Infrastructure Improvements	40
Building Improvements at Senior Center	15
Payment of Tax Certiorari Proceedings	5
Acquisition of Vehicles by Police Department	3
Purchase of Firearms by Police Department	5
Acquisition and Installation of Lights by Recreation Department	15
Improvements to Driving Range	15
Reconstruction of the Entrance Driveway	15
Acquisition of Golf Carts	5
Acquisition of Grounds Machinery	5
Tax Certiorari	5

## 2008 Bonds

<u>Project Description</u>	<u>Period of Probable Usefulness</u>
Coles School Acquisition	30

## 2010 Bonds

<u>Project Description</u>	<u>Period of Probable Usefulness</u>
Computers and Software	5
Police Vehicles	3
Police Department Equipment	5
City Wide Security Systems	10
Police Facilities Upgrade	15
EMS Vehicle	10
EMS Department Dispatch Hardware and Software	5
Fire Department Vehicles	3
Fire Department Equipment	5
Fire Department Back-Up Radio Repeater	10
Fire Department Dispatch Communication Equipment	5
Senior Center Facilities Upgrades	15
Golf Carts	5
Golf Machinery	10
Golf Machinery	15
Golf Machinery	5
Driving Range Dispenser & Accessories	15
Acquisition of Driving Range Netting & Accessories	15
Golf Course 4x4 Dump Truck with Snow Plow	15
Pesticide Storage Building	10
Park Facilities Upgrade	15
Repair Morgan Park Sea Wall	20
Interior Construction of Youth Center	15
Beautification Vehicle	5
Sanitation Trucks	15
Dump Truck with Plow	15
Public Works Equipment	5
Swap Load Unit Install on Truck #5	15
Street Improvements	15
Downtown Gateway – Planning	5
Waterfront Infrastructure	15
Sign Shop Equipment	5
Mechanic Shop Equipment	5
Garage Contaminated Soil Removal	5
Renovations to Pulaski St. Garage	20
Renovations to City Hall	15
Hydrant Replacement	40
Water Department Vehicles	5
Water Department Equipment	10
Water Department Equipment	5
Water Meter Replacement	5

Kelly Street Generator	40
Kelly Street Air Stripper Completion	40
Transmission Mains – Water Department	40
Tablet Chlorination Feeding System	40
Chemical Analyzers	40
Water Facilities Upgrades	40
Water Main Valve Replacement	40
Vaporooting of Sewers	40
Ultraviolet Light Disinfection Project	40
Titus Road Sewer Station Improvements	40
Water System Improvements	40
Tax Certiorari Settlements	20
Dredging of Glen Cove Creek	5
Preparation of Comprehensive Master Plan	5
Tax Certiorari Proceedings	5
Various Road Reconstruction	15
Tax Certiorari Settlements	10
Office Furniture	5
Codification of Laws	5
Technology Improvements	5
Purchase Three Police Vehicles	3
Pagers	5
Scott Bottles	5
Replacement of High & Low Band Antennas	10
Driving Range Netting	15
Park Improvements	15
Park Embellishments	15
EMS Facilities Upgrades	15
Refurbishment of Harbor Patrol Boats	10
Equipment and Furniture Replacements	5
Additional Street Improvements	15
Parking Lot Rehabilitation	10
Traffic Studies Various Streets	5
Signs, Posts and Accessories	5
Planting of Trees	5
Trash Receptacles	5
Hydrant Replacements	40
Station Equipment Upgrades	10
Carbon Filter Replacements	40
Improvements to Sewer Lift Stations	40
Vaporooting of Sewers	40
Heavy Cleaning of Sewer System	40

## 2011 Bonds

<u>Project Description</u>	<u>Period of Probable Usefulness</u>
Additional Funding for Preparation of Master Plan	5
Street Improvements	15
Park Embellishments	15
Purchase Communication Equipment for the Police Department	5
Acquire Equipment for the Department of Public Works	5
Purchase New Computer Software	5
Parks & Recreation – Acquisition of Vehicles	5
Emergency Fill Pier Repair at GC Yacht Club	20
Reconstruction of Ballfield Bathrooms	10
Park Embellishments/Upgrades	15
Golf Course Upgrades & Replacements	15
Water Department – Acquisition of Vehicles	5
Hydrants Replacements	40
Water Station Equipment Upgrades and Modifications	40
DPW – Acquisition of a Backhoe	15
DPW Yard Facilities Upgrades	25
Sign Shop Equipment Upgrades & Replacements	5
Road Resurfacing, Base Repairs & Concrete Repairs	15
Police Department – Acquisition of Vehicles	3
EMS – Equipment Upgrades & Replacements	5
Harbormaster – Equipment Upgrades & Replacements	5
Fire Department – Equipment Upgrades & Replacements	5
Senior Center Roof Repair/Replacement	25
Acquisition of Personnel-Office Equipment	5
City Wide Technology System Improvements	5
Purchase of Police Vehicles	3
Replacement of HVAC (Police Department Buildings)	10
Replacement of Door and Windows (Police Department Buildings)	10
Acquisition of Fire Department Chief Vehicle	3
Improvements to Firehouse	15
EMS Equipment Upgrades & Replacements	5
Replacement of EMS Vehicles	10
Acquisition of Building Department Vehicles	3
Improvements to Building Department Office	10
Acquisition of Code Enforcement Vehicles	3
Improvements to Senior Center Building	15
Tree Replacement and Rehabilitation Program	5
Acquisition of a Golf Cart Fleet for the Golf Course	5
Acquisition of Greens Mowers for the Golf Course	5
Replacement of Cart Barn on the Golf Course	10



Acquisition of a Pickup Truck for Use at the Golf Course	10
Various Recreation Park Improvements	15
Orchard-Brownfield Remediation – DPW	5
Incinerator Demolition – DPW	10
Herb Hill/Gravies Point Road Reconstruction – DPW	15
Esplanade II Construction – DPW	20
Various Street Reconstruction	15
Improvement of Various Curbs and Sidewalks	10
Acquisition of Two Recycling Trucks	15
Improvements to Heating Systems at Yard Facilities	10
Acquisition of Fuel Monitoring System Upgrade	5
Acquisition of Two Pick-Up Trucks 4x4 with Plow	15
Improvements to Catch Basin & Drainage	40
Replacement of Roofs	15
Acquisition and Replacement of Underground Oil Tank	15
Acquisition and Replacement of Heavy Snow Plow	15
Acquisition of Hydraulic Lifts for the Mechanic Shop	5
Acquisition of Water Plant Upgrades for the Water System	40
Requirement of Water Main Valve to the Water System	40
Acquisition of a Water System Distribution Map	40
Hydrant Replacements – Water System	40
Rehabilitation of Two Wells & Pumps in the Water System	40
Replacement of Carbon Filters in the Water System	40
Tax Certiorari Payments	15
Tax Certiorari Payments	15

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed refunding financial plan attached hereto as **Exhibit A**, computed in accordance with subdivision two of paragraph b of Section 90.10 of the Law. Said refunding financial plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount, and will mature, be of such terms and bear such interest as set forth therein. The City Council recognizes that the principal amount of the Refunding Bonds, the maturities, terms and interest rates, the provisions, if any, for the redemption thereof prior to maturity, and whether or not any or all of the Refunding Bonds will be insured, and the resulting

present value savings, may vary from such assumptions and that the refunding financial plan may vary from that attached hereto as **Exhibit A**.

Section 6. The Refunding Bonds may be sold at public or private sale. If the Refunding Bonds are sold at private sale, the Controller, as the chief fiscal officer of the City, is hereby authorized to execute, as required, a purchase contract on behalf of the City for the sale of said Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller. Prior to the issuance of the Refunding Bonds the Controller shall have filed with the City Council all required certificates, including a certificate approved by the State Comptroller setting forth the Present Value Savings to the City resulting from the issuance of the Refunding Bonds. In connection with such sale, the City authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is distributed. If the Refunding Bonds are sold at public sale pursuant to Section 57.00 of the Law, the Controller is hereby authorized and directed to prepare or have prepared a Notice of Sale published at least once in "*The Bond Buyer*," published in the City of New York, not less than five (5) nor more than thirty (30) days prior to the date of said sale. A copy of such notice shall be sent not less than eight (8) nor more than thirty (30) days prior to the date of said sale to (1) the State Comptroller, Albany, New York 12236; (2) at least two banks or trust companies having a place of business in the county in which the City is located, or, if only one bank is located in such county, then to such bank and to at least two banks or trust companies having a place of business in an adjoining county; (3) "*The Bond Buyer*," 1 State Street Plaza, New York, New York 10004; and (4) at least 10 bond dealers. The Controller and his designee are hereby further authorized and directed to take any and all actions necessary to accomplish said

refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered to the City in connection with said refunding, including the preparation of the refunding financial plan referred to in Section 2 hereof.

Section 7. Each of the Refunding Bonds authorized by this ordinance shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the City for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this ordinance and of the Law, and pursuant to the provisions of Section 21.00 of the Law with respect to the issuance of bonds having substantially level or declining annual debt service, and Sections 50.00, 56.00 to 60.00, 90.00, 90.10 and 168.00 of the Law, the powers and duties of the City Council relative to determining the amount of Bonds To Be Refunded, prescribing the terms, form and contents and as to the sale and issuance of the Refunding Bonds, and executing any arbitrage certification relative thereto, and as to executing the Escrow Contract described in Section 10, the Official Statement referred to in Section 6 and any contracts for credit enhancements in connection with the issuance of the Refunding Bonds and any other certificates and agreements, and as to making elections to call in and redeem all or a portion of the Bonds to be Refunded, are hereby delegated to the Controller, the chief fiscal officer of the City.



Section 9. The validity of the Refunding Bonds authorized by this ordinance may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such ordinance, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. Prior to the issuance of the Refunding Bonds, the City shall contract with a bank or trust company located and authorized to do business in New York State, for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, inclusive of any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. Such Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the refunding financial plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the City, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To Be Refunded, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the refunding financial plan, and costs and expenses relating to the execution and performance of the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the City the notice of redemption authorized to be given pursuant to



Section 13 hereof, and (d) to invest the monies held by it consistent with the provisions of the refunding financial plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 11. The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt shall be placed in escrow by the City with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder, if invested, shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the refunding financial plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the Escrow Contract shall be returned to the City and shall be applied by the City only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 12. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the refunding financial plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. All interest earned from the investment of such moneys which is not required for such payment of principal of and interest on the Bonds To Be Refunded shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunding Bonds, or such portion or series thereof as shall be required by the

refunding financial plan, and the holders of such Refunding Bonds shall have a lien upon such moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof. Neither this ordinance, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

Section 13. In accordance with the provisions of Section 53.00, Section 90.00 and of paragraph h of Section 90.10 of the Law, the City Council hereby elects to call in and redeem all or a portion of the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Date, as shall be determined by the Controller in accordance with Section 8 hereof. The sum to be paid therefor on the applicable Redemption Date shall be the par value thereof, the accrued interest to such Redemption Date and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause a notice of such call for redemption to be given in the name of the City by mailing such notice not less than thirty (30) days nor more than sixty (60) days prior to such Redemption Date, and in accordance with the terms appearing in the Bonds to be Refunded, to the registered holders of the Bonds To Be Refunded which are to be called in and redeemed. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded which are to be called in and redeemed in accordance herewith and the direction to the Escrow Holder to cause notice thereof to be given as provided in this Section shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of the Refunding

Bonds, provided that this Section may be amended from time to time as may be necessary to comply with the publication requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

Section 14. This bond ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing ordinance, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the "*Gold Coast Gazette*," a newspaper having general circulation in the City and hereby designated the official newspaper of said City for such publication.

\* \* \*

The adoption of the foregoing ordinance was seconded by

\_\_\_\_\_ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The ordinance was declared adopted.

\*\*\*\*\*

## **EXHIBIT A**

### **PROPOSED REFUNDING FINANCIAL PLAN (subject to change)**

CERTIFICATE

I, TINA PEMBERTON, City Clerk of the City of Glen Cove, in the County of Nassau, New York, HEREBY CERTIFY that the foregoing annexed extract of the minutes of a meeting of the City Council of said City of Glen Cove duly called and held on March 14, 2017, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Glen Cove this \_\_\_\_ day of March, 2017.

\_\_\_\_\_  
City Clerk

(SEAL)

## **AGREEMENT**

This agreement entered into at Glen Cove, New York as of 2017 by and between the City of Glen Cove, hereinafter referred to as "CITY," and Tournament City LLC. New York, hereinafter referred to as "TOURNAMENT CITY."

**WHEREAS**, the CITY is desirous of maximizing the use and benefit of its sports facilities, and,

**WHEREAS**, the TOURNAMENT CITY is experienced in scheduling baseball tournaments throughout the New York metropolitan area; and

**WHEREAS**, TOURNAMENT CITY is desirous of the using the City of Glen Cove sports facilities and sharing the revenue with the CITY, and

Now, therefore, the parties, in consideration of the mutual covenants and agreements herein contained, agree as follows:

### **I. Term**

The term of the this contract shall be Two (2) Years , commencing March 31, 2017 and ending March 30, 2019. The parties upon mutual agreement, may extend this agreement one (1) additional year upon thirty days notice prior to expiration of the contract herein.

### **II. Duties of the TOURNAMENT CITY**

The following shall be the exclusive responsibility of TOURNAMENT CITY

- A. Will be responsible for all tournament scheduling and registration services including acquisition and registration of all national, regional and local approved tournaments;
- B. Will pay all tournament sanctioning fees required by franchisors;
- C. Will provide all customer service and tournament coordinators for each tournament;
- D. Will provide Tournament Director for the approved tournament schedule;
- E. Will to provide the following operating services;
- F. Will provide a Website which will provide all tournament registration capabilities, scheduling, announcements and publicity;
- G. Will provide Accounting and office services;
- H. Will provide Umpire Services;
- I. Will provide all supplies for game play (baseballs);
- J. Tournament insurance (liability, etc)
- K. Marketing program.

### **III. Duties of the CITY**

The CITY agrees:

- A. The City shall, through its Parks and Recreation Director, schedule all field usage and amenities and be responsible for the club house, restrooms, batting cages and parking lots and concession stands; The parties agree that no tournament shall conflict with any City sponsored event;
- B. The City shall provide all required field labor to prepare fields prior to and between all scheduled tournament games;
- C. The City shall provide all field materials required to prepare and maintain tournament level field conditions;



D. The City participates in its own self insurance program and shall not be required to obtain insurance coverage;

E. The City's Parks and Recreation Director shall represent the City of Glen Cove on all matters with TOURNAMENT CITY.

#### **IV. TOURNAMENT CITY Cost Reimbursement:**

The parties agree that TOURNAMENT CITY shall pay the CITY the sum of \$6,000.00 per tournament plus approved direct materials cost and any Direct Field Labor Cost over \$4,000.00 per tournament for the 2017 Tournament Schedule . Payment will be made in full prior to each tournament. Payment represents reimbursement for all Direct Field Labor, Field Materials and General Manager fee. Payments will be credited toward NDI(L) to be paid at the conclusion of the Tournament Season. on the date specified below.

#### **V. Compensation and Profit**

A. The parties agree that TOURNAMENT CITY will prepare financial statements by the company's CPA firm, which shall should be completed no later than sixty (60) days after the conclusion of the tournament season.

B. The parties agree that TOURNAMENT CITY shall calculate its revenue based on all receipts derived from registrations from all approved tournaments and events, the sale of all merchandise ( exclusive of Perfect Game Merchandise), signage and sponsorship revenue directly attributable to TOURNAMENT CITY.

C. The parties agree that TOURNAMENT CITY shall calculate its cost expenses based on its actual expenditures incurred for in Article II.

D. The parties agree that the Net Distributable Income NDI(L) will be calculated by adding all revenue received in paragraph V (B) and then subtracted by all expenses of TOURNAMENT CITY incurred for Article II and Article IV herein. The parties agree that the Net Distributable Income shall be distributed as follows: Sixty five percent (65%) to TOURNAMENT CITY and thirty five percent (35%) to the City of Glen Cove. TOURNAMENT CITY shall make payment to the CITY within 60 days of the completion of the Tournament season, but in no event later than November 30 of the calendar year.

E. The parties agree that the CITY shall have the right to audit the revenue and expenses of TOURNAMENT CITY by its own CPA or by the City Controller of Glen Cove herein.

## **VI. Insurance**

TOURNAMENT CITY shall, at his own cost and expense, procure insurance for the term of this agreement, from companies licensed to do business in the State of New York, to protect TOURNAMENT CITY from claims under the Workman's Compensation Law, and shall also procure such public liability insurance as will protect TOURNAMENT CITY and the CITY from any and all claims for damages to property and for personal injuries, including death, which may arise from TOURNAMENT CITY contemplated actions hereunder and the actions of anyone directly employed by TOURNAMENT CITY in connection therewith. All policies shall be delivered to the CITY with full premiums paid before the commencement of any operations under the Agreement, and all policies shall be subject to the prior written approval of the CITY as to adequacy and form protection. In connection therewith, all liability policies: (i) shall provide limits of One Million (\$1,000,000.00) Dollars for one person and One Million (\$1,000,000.00) Dollars for more than one person injured or killed in any one accident, and property damage in limits of One Million (\$1,000,000.00) Dollars; (ii) shall name the CITY as an "additional insured" with respect to this operation; and (iii) shall contain an endorsement that such insurance may not be cancelled except upon thirty (30) days prior written notice to the CITY.

## **VII. Independent Contractor Status**

It is the express understanding of the parties that this Agreement does not constitute an employer-employee arrangement. TOURNAMENT CITY is an independent contractor, and covenants that he will conduct himself consistent with said status. TOURNAMENT CITY will neither hold himself, or any of his agents or employees, out as, or claim to be, an employee of the CITY by reason hereof, and shall not make any claim, demand or application to and for any right of privilege applicable to an employee of the CITY, including, but not limited to, health insurance, worker's compensation coverage, unemployment benefits, social security coverage, or retirement or pension membership of credit.

## **VIII. Termination**

This agreement will terminate upon the happening of any of the following events:

- A. Upon its normal termination if not renewed.
- B. Upon written notice by the CITY of termination for good and sufficient cause. Such good and sufficient cause shall include, but not be limited to, the following:
  - 1. Dishonesty detrimental to the best interests of the CITY.
  - 2. Continuing inattention or negligence of duties.
  - 3. Serious illegal or immoral conduct.
  - 4. Delinquent in making any payment required by this agreement by more than 45 days.

## **IX. Breach**

- A. In the event that either party claims that the other is guilty of a substantial breach of any of the provisions of this agreement, a conference will be called between the parties and every reasonable effort shall be made to reach an amicable solution. At said conference, either party shall be entitled to have representatives present.
- B. Either party shall have 30 days within which to correct any activity or conduct claimed by the other to have constituted a substantial breach of the agreement.
- C. In the event that either party notifies the other in writing within said 30-day period of its denial of said substantial breach, then the dispute shall be submitted for arbitration under and pursuant to the rules of the American Arbitration Association.
- D. In the event that either party shall, within said 30-day period, fail to correct the activity claimed to constitute a substantial breach of this agreement, or to notify the other party in writing of its denial of said substantial breach of this agreement, then this agreement shall cease and terminate as of the expiration of said 30-day period.

## **X. Notice**

Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by registered or certified mail, in the case of the TOURNAMENT CITY to \_\_\_\_\_, and in the case of the CITY to its principal office located at 9-13 Glen Street, Glen Cove, New York 11542.

## **XI. Construction**

This agreement shall be controlled by the laws of the State of New York and no defense given or allowed by the laws of any other state or country shall be interposed in any action herein unless such defense is also given or allowed by the laws of the State of New York.

## **XII. Severability**

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

## **XII. Waiver**

Failure to insist upon strict compliance with any terms, covenants or conditions of the agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

## **XIV. Waiver or modification**

Any waiver, alteration or modification of any of the provisions of the agreement, or cancellation or replacement of this agreement, shall not be valid unless in writing and signed by the parties.

## **XV. Benefit and assignment**

This agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns.

## **XVI. Entire agreement**

This agreement contains the entire agreement between the parties and may not be amended or modified except by a subsequent agreement in writing. It supersedes

any prior written agreement the parties hereto with respect to the subject matter hereof. All the parties hereto acknowledge and agree that no alleged representations, warranty, guaranty, letter or agreement, verbal or collateral, express and/or implied, not expressly set forth herein, unless attached hereto as an exhibit or schedule, shall have any legal effect whatsoever. This Agreement and its provisions, exhibits, and schedules merge any prior agreements, if any, of the parties and is the complete and entire agreement.

#### **XVII. No Assignment, Subcontract or Sublet**

TOURNAMENT CITY shall not assign, subcontract, or sublet this Agreement hereby made, or any interest therein, or consent, allow or permit any other person or party to use the premises, buildings or spaces, or perform any services covered by this Agreement; nor shall this Agreement be transferred by operation of law without prior approval in writing being obtained from the City. Any agreement or contract for assignment, subcontracting, or subletting this Agreement must incorporate all pertinent terms of this agreement, and a copy must be submitted to the City for approval.

#### **XVIII. Further Assurances**

Each party shall execute, acknowledge, verify and deliver any and all further document and/or affidavits requisite or appropriate to effectuate the provisions and purpose of the Agreement.

#### **XIV. Counterparts**

The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

#### **XX. Waiver of Jury Trial**

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

#### **XXII. Venue**

In the event of any dispute hereunder, any action or proceeding which any party shall commence shall be brought in the Supreme Court of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

CITY OF GLEN COVE

By\_\_\_\_\_

( *Reginald Spinello- Mayor*

(*Date*)

TOURNAMENT CITY .

By: \_\_\_\_\_

( *as President*)

(*Date*)