

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

**LOCAL LAW 02 - 2017  
A LOCAL LAW AMENDING SECTIONS §C7-10 OF THE  
GLEN COVE CITY CHARTER REGARDING THE SELECTION OF THE  
OFFICIAL NEWSPAPER**

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

To amend sections of the Glen Cove City Charter as it relates to the passage of Laws, Ordinances and how City government communicates with the general public. The City Council believes that after a comprehensive review of the Glen Cove City Charter, the Charter should be amended to reflect and adopt the recommendations of the Glen Cove City Council and the Charter Review Commission.

**Section 2: Authority.**

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c) (1).

**Section 3: Legislation:**

**BE IT ENACTED** as follows:

The City Council hereby makes the following amendments to the Glen Cove City Charter:

(Underlined text is to be added and struck through text is to be deleted)

**Delete:**

**Sec. C7-10. Designation of official newspaper; publication of notices.**

**A.**

~~The City Council shall designate annually a newspaper having a paid circulation of not less than 500, printed, published or having its principal office in the city, in which shall be published all matters required by law or ordinances to be published, unless otherwise provided, to be known as the official newspaper. If at any time there shall be no newspaper printed, published or having its principal office in the city, with a paid circulation of 500, the newspaper printed, published or having its principal office in the city having the largest circulation shall be designated. The designation of the official newspaper shall expire on the first day of January of each year. If there should be no newspaper printed, published or having its principal office in the city the City Council may designate any newspaper having general circulation in the city as the official newspaper~~

**Add:**

**Sec. C7-10. Designation of official newspaper; publication of notices**

A.

The City Council shall designate annually an official newspaper. The designation of the official newspaper shall expire on the first day of January of each year. The City Council may designate any newspaper having a general circulation in the city as the official newspaper.

**Section 4:** This local law shall take effect upon its filing with the New York Secretary of State

Ordinance 6B

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

**BE IT ORDAINED**, that the City Council hereby amends Sec. 265-43 (Schedule VIII: Stop Intersections) of the Code of Ordinances, as it relates to Westland Drive, Shell Drive, Eastland Drive and Soundbeach Drive as follows:

**Add:**

<b><u>Stop Sign On</u></b>	<b><u>Direction of Travel</u></b>	<b><u>At Intersection of</u></b>
Eastland Drive	West	Soundbeach Drive
Eastland Drive	East	Soundbeach Drive
Soundbeach Drive	North	Eastland Drive
Westland Drive	South	Shell Drive
Westland Drive	North	Shell Drive
Shell Drive	West	Westland Driv

Ordinance 6C

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

**BE IT ORDAINED**, that the City Council hereby amends Sec. 265-51. Schedule XIX: Loading Zone, of the Code of Ordinance, as it relates to Bridge Street, as follows:

**Add:**

<b><u>Name of Street</u></b>	<b><u>Side</u></b>	<b><u>Time Limit; Hours/Days</u></b>	<b><u>Location</u></b>
Bridge Street	West	4:00 a.m. to 9:00 a.m. / Monday through Friday	From a point 130 feet south of Glen Street to a point 171 feet south therefrom

Ordinance 6D

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

**BE IT ORDAINED**, that the City Council hereby amends Chapter 259 Towing Article VI - Charges and Conduct of Business - Sec. 259-36 Impound towing and storage charges (A), (B), (C), (D) and (E), as follows:

**A.**

Towing charges.

**(1)**

First mile or part thereof: \$125.

**(2)**

Each additional mile or part thereof: \$5.

**(3)**

Flat bed, first mile or part thereof: \$125.

**(4)**

Flat bed, each additional mile or part thereof: \$5.

**(5)**

Removed

**(6)**

Removed

**B.**

Storage charges.

**(1)**

Outside:

**(a)**

For first seven days, each 24 hours or part thereof: \$20 per day.

**(b)**

Removed

**(c)**

Thereafter: \$30 per day.

**(2)**

Inside: The inside storage rate may be determined by written agreement between the parties.

**C.**

Impound towing charges.

**(1)** Standard/flat bed/wheel lift: \$225.

**(2)** Administrative fee: \$100.

**D.**

Impound storage charges.

**(1)** Outside: \$30 per day, to include day of towing.

**(2)** Removed

**E.**

Labor charges. It shall be lawful and proper to charge the following additional labor charges:

**(1)**

A charge not exceeding \$20 for the use of dollies or flat bed truck only when the same are required due to the condition of the vehicle to be towed.

**(2)**

A charge not exceeding \$40 per half hour or part thereof when the use of special skills is required to right an overturned vehicle to remove it from an off-the-road location.

**(3)**

A charge not to exceed \$40 to clean up and remove excessive debris, whether solid or liquid, from the scene of an accident.

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

**Resolution of City Council Making Recommendation to the  
Planning Board in Connection With the Application of RXR Glen  
Cove Village Square Owner, LLC for a Minor Subdivision,  
Amended Site Plan and Amended Special Use Permit**

**WHEREAS**, The Planning Board has requested the recommendation of the City Council pursuant to 280-65.1G(1)(g) of the City Zoning Ordinance on the appropriateness of the proposed density of the proposed application as hereinafter described considering the recommendations of the Master Plan and other relevant City land use policies. Specifically, a recommendation on whether the proposed application is anticipated to result in significant positive benefits to the downtown business district by nature of the proposal's location; proposed mix of commercial and residential floor area; architectural appearance; introduction of patron populations to the downtown...; proposed public improvements both on-site and off-site; and any other relevant and appropriate considerations; and

**WHEREAS**, The application is for the redevelopment of the 2.66 acre Village Square which is designated on the Land and Tax Maps of Nassau County as section 31, block 85, lots 3, 4, 13, 16 and 37 to permit one mixed use building, four to five stories in height containing 146 residential apartments, 17,507 square feet of retail floor area and 171 surface and on site structured parking spaces; and

**WHEREAS**, the property is located in the City's B-1 Central Commercial District and CBD Overlay Commercial District; and

**WHEREAS**, in 2011 the City Council recommended the application of GVS LLC. for the redevelopment of the property with four buildings four to five stories in height containing 142 residential dwelling units, 27,632 square feet of retail floor area and 107 surface and structured parking spaces; and

**WHEREAS**, The City Council has considered the current application and the advice of the City's Planning Consultant on the consistency of the application with the recently adopted City Master Plan and has reviewed the various application materials with the Planning Consultant;

**NOW, THEREFORE, BE IT RESOLVED that the City Council hereby recommends approval of the requested density and further finds that:**

1. Introduction of a patron population at the crossroads of the downtown has the potential to benefit the greatest number of Downtown businesses.
2. By minimally reducing the net square footage of commercial floor area and introducing 146 residential units within walking distance, the potential

- profitability of retail businesses at the existing Village Square site and throughout downtown should increase.
3. The proposal will emphasize the role of this location as the social and cultural center of the City and will provide an attractive enhanced meeting and entertainment venue beyond what is currently available at Village Square.
  4. The type of housing proposed will bring primarily young-adult housing to the downtown, which will demand less private recreational area and depend less on private vehicular travel.
  5. The introduction of a young adult population to the downtown should increase expenditures that will support existing and future restaurants, farmers markets, music festivals and other activities and uses that will achieve the Master Plan recommendation of making downtown into an arts/entertainment attraction.
  6. Increase the vibrancy and pedestrian traffic at the center of downtown especially during evening hours, thereby improving the impression of safety; and

**BE IT FURTHER RESOLVED**, that the City Council, in order to encourage the most appropriate growth and development at this important location, hereby makes the following recommendations to the Planning Board as to potential conditions it should consider imposing in its approval of the application:

1. Physical improvements available at the Glen Cove Village Square should consist of appropriately located connections for electric and lighting to support public events. Additionally, the Glen Cove Village Square hardscape should be designed to support delivery vehicles needed for such public events;
2. The applicant should provide security cameras around the buildings, especially near the Brewster Street garage, with the capability of monitoring at the Glen Cove Police Department;
3. The applicant should provide or cause to be provided wi-fi internet access to its residents and the public in and around the Village Square public spaces; or alternatively, the applicant should coordinate with the City in providing upgrades and improvements to the crosswalks linking the City Sidewalks at the intersections of Glen Street, School Street and Bridge Street. These improvements and upgrades can include concrete pavers, stamped concrete or approved alternates by the City;
4. The applicant should provide a payment in lieu of parking (PILOP) for those spaces it has calculated using within the Brewster Street Garage. The City Council is anticipating imposing a fee not to exceed a total of \$250,000. This fee will be used to fund improvements to the Brewster Street Garage.

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

**RESOLUTION OF THE GLEN COVE CITY COUNCIL REFERRING THE MATTER OF THE APPLICATION FOR A CHANGE IN ZONE OF 115 GLEN STREET PROPERTY OWNER LLC FOR PROPERTY AT 115 GLEN STREET, GLEN COVE, NEW YORK (SECTION 23, BLOCK 11, LOT 6-12) TO THE PLANNING BOARD TO HEAR AND REPORT**

**WHEREAS** the Glen Cove City Council has received an application for a change or an amendment to the zoning regulations in the City’s B-1 Central Commercial Zoning District in accordance with Article 6, Section 280-23 of the Glen Cove City Code; and

**WHEREAS** the Planning Board has received an application for Site Plan approval and a Special Use Permit; and

**WHEREAS**, the property is located at 115 Glen Street, Glen Cove, New York and is designated on the Land and Tax Maps of Nassau County as Section 23, Block 11, Lot 6-12; and

**WHEREAS**, the applicant seeks to amend the zoning district regulations and to obtain Site Plan approval and a Special Use Permit to allow the construction of a 39 unit multifamily workforce housing building with 39 off-street parking spaces; and

**WHEREAS**, in accordance with Section 280-23 (B) of the City Code, any proposed amendment to a zoning district shall be referred to the Planning Board for its report and recommendation;

**NOW, THEREFORE BE IT RESOLVED**, that the Glen Cove City Council hereby authorizes and declares the following:

1. The Glen Cove City Council hereby refers the change of zone application to the City of Glen Cove Planning Board in accordance with section 280-23 (B) of the City Code for its report and recommendation concerning the application for a change in zone within 36 days of this referral.

Resolution 6G

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

**BE IT RESOLVED**, that Mayor Reginald A. Spinello, as Mayor of the City of Glen Cove, is hereby authorized and directed to file an application for the 2017 Consolidated Funding Application in an amount not to exceed \$800,000 and upon approval of said request to enter into and execute a project agreement with the State for such financial assistance with the City of Glen Cove for the Western Gateway Strategic Plan.

Resolution 6H

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

**BE IT RESOLVED**, that Mayor Reginald A. Spinello, as Mayor of the City of Glen Cove, is hereby authorized and directed to file an application for the 2017 Consolidated Funding Application in an amount not to exceed \$1,000,050 and upon approval of said request to enter into and execute project agreement with the State for such financial assistance with the City of Glen Cove for the Rehabilitation of the East Island Bridge Tidal Gates.

Resolution 6I

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

**BE IT RESOLVED**, that Mayor Reginald A. Spinello, as Mayor of the City of Glen Cove, is hereby authorized to accept funding from New York State Department of Environmental Conservation (NYSDEC) for an amount not to exceed \$14,000 and to enter into an agreement with the State for said financial assistance to the City of Glen Cove for the installation of an electric vehicle charging station in the Pulaski Street public parking garage.

Resolution 6J

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

**BE IT RESOLVED**, that Mayor Reginald A. Spinello, as Mayor of the City of Glen Cove, is hereby authorized to file an application for the New York State Infrastructure Improvement Act Drinking Water Program in an amount not to exceed \$240,000 for construction costs for improvements to the electrical system at the Water Department's Kelly Street Well Station. The City will match this funding with up to \$70,000 in soft costs for design, engineering, and construction inspection. The City will use a capital bond to pay for this project and then submit for reimbursement to the State for grant eligible funds. Upon approval of said request, the Mayor is hereby authorized to enter into and execute a project agreement with the State for such financial assistance with the City of Glen Cove.

Resolution 6K

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

**BE IT RESOLVED**, that Mayor Reginald A. Spinello, as Mayor of the City of Glen Cove, is hereby authorized to file an application for the New York State Infrastructure Improvement Act Drinking Water Program in an amount not to exceed \$3,000,000 for the reimbursement of construction costs associated with a third well at the Duck Pond Road site. The City has expended project costs to date through capital bonds for engineering and construction costs and will continue to use capital bonds to complete the project. Upon approval of said request, the Mayor is hereby authorized to enter into and execute a project agreement with the State for such financial assistance with the City of Glen Cove.

Resolution 6L

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

**WHEREAS**, the Purchasing Agent was authorized to advertise for bids for the 2017 Roads and Drainage Improvements; and

**WHEREAS**, John McGowan & Sons, Inc., 323 Glen Cove Avenue, Sea Cliff, New York 11579, submitted the lowest responsible bid; and

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

**NOW, THEREFOR, BE IT RESOLVED**, that the Purchasing Agent is hereby authorized to accept the low bid of \$1,192,555 for the 2017 Roads and Drainage Improvements

Funding: H5110-52260-1731

Resolution 6M

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into contract with The Long Island Motion Picture Arts Center and Museum, to provide Cinema in the Streets, for an amount not to exceed \$8,800.

Funding: A7500-55557

Resolution 6N

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into an on-call agreement with Bladykas & Panetta, L.S. & P.E., P.C., to provide professional engineering services.

Resolution 6O

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

(See Attached)

Resolution 6P

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

**BE IT RESOLVED**, that the City Council hereby authorize GC350 Committee to enter into an agreement with Nassau County Craft Shows, to plan and organize a “Glen Cove 350 Anniversary Street Fair”, to be held on May 2018.

Resolution 6Q

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

**BE IT RESOLVED**, that the City Council hereby authorizes the City Attorney to settle the following claim in full and final settlement:

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Dolores Tolbert and Paul M. McMahon & Associates, LLC	14-2468	\$7,500.00

Resolution 6R

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

**BE IT RESOLVED**, that the City Council hereby authorize the Rotary Club of Glen Cove to erect twenty lawn signs, July 10, 2017 through July 26, 2017, to advertise annual “Golf Outing”.

Resolution 6S

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

**BE IT RESOLVED**, that the City Council hereby authorize GC350 Committee to erect twenty lawn signs June 30, 2017 through July 17, 2017, to advertise “GC350 BBQ & Brew”.

Resolution 6T

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

**BE IT RESOLVED**, that the City Council hereby authorize Nicholas Pedone Foundation, Ltd. to host their annual Nicholas Pedone 5K run/walk, on September 10, 2017, and the closing of the following roads, 8:30 a.m. to 11:30 a.m.:

Dosoris Lane  
Lattingtown Road  
Old Tappan Road  
Walnut Road

Resolution 6U

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

**BE IT RESOLVED**, that the City Council hereby authorize the Calvary African Methodist Episcopal Church to close Chestnut Street, between Cottage Row and Cottage Lane, July 8, 2017, July 8, 2017 9:00 a.m. through 4:00 pm., to host “Church School Convention”.

Resolution 6V

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

**BE IT RESOLVED**, that the City Council hereby authorizes Church of St. Rocco to erect lawn signs, July 10, 2017 through July 31, 2017, to advertise their annual “Feast of St. Rocco.

Resolution 7A

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

**BE IT RESOLVED**, that the City Council hereby appoints Bryon O. Gonzalez as Seasonal Laborer, with Department of Public Works, at \$9.00 per hour, effective June 5, 2017

Budget Line A5110-51120

Resolution 7B

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

**BE IT RESOLVED**, that the City Council hereby appoints the following persons to the Youth Bureau, as indicated:

Name	Hourly Rate	Hourly Rate	Hourly Rate	Budget Line
Maria Merlos	Youth Service Worker	\$10.00 per hour	05/25/2017 – 10/01/2017	A7050-51120
Christopher Acosta	Youth Service Worker	\$8.50 per hour	07/01/2017 – 09/15/2017	A7050-51123
Fatima Cardoza	Youth Service Worker	\$8.00 per hour	06/28/2017 – 09/15/2017	A7050-51123
Melena Abercrombie	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Anthony Aguilar	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Ryan Basil	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Corzaya Davenport	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Dominick DeChiara	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Vincenzo DiGraci	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Pedro Espino	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Brianna Espino	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Caitriona Greene	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Gabriela Jon	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Justin Mendez	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Mykaela Pajuelo	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Justin Richardson	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Luciano Tuo	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Caroline Yee	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Carlos Zambrano	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120
Jordy Zecena	Laborer	\$7.00 per hour	06/28/2017 – 09/30/2017	A7050-51120

Name	Hourly Rate	Hourly Rate	Hourly Rate	Budget Line
Steven Bailey	Laborer	\$8.50 per hour	6/26/2017 – 9/30/2017	A7050-51120
Michael Famiglietti	Laborer	\$8.50 per hour	6/26/2017 – 9/30/2017	A7050-51120
Max Garcia	Laborer	\$8.50 per hour	6/26/2017 – 9/30/2017	A7050-51120
Dara Levy	Laborer	\$8.50 per hour	6/26/2017 – 9/30/2017	A7050-51120
Glory Mayreis	Laborer	\$8.50 per hour	6/26/2017 – 9/30/2017	A7050-51120
Keith Simpson	Laborer	\$8.50 per hour	6/26/2017 – 9/30/2017	A7050-51120
James Wiese	Laborer	\$8.50 per hour	6/26/2017 – 9/30/2017	A7050-51120
Joseph Khaimov	Laborer	\$10.00 per hour	6/26/2017 – 9/30/2017	A7050-51120
Maria Villatoro	Laborer	\$10.00 per hour	6/26/2017 – 9/30/2017	A7050-51120
Christina Wiese	Laborer	\$10.00 per hour	6/26/2017 – 9/30/2017	A7050-51120
Nicole Franklin	Laborer	\$10.00 per hour	6/26/2017 – 9/30/2017	A7050-51120
Ryan Koenig	Laborer	\$10.00 per hour	6/26/2017 – 9/30/2017	A7050-51120
Justin Maiorana	Laborer	\$10.00 per hour	6/26/2017 – 9/30/2017	A7050-51120
Riddhi Mangal	Laborer	\$10.00 per hour	6/26/2017 – 9/30/2017	A7050-51120
Ashley Morace	Laborer	\$10.00 per hour	6/26/2017 – 9/30/2017	A7050-51120

Resolution 7C

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

**BE IT RESOLVED**, that the City Council hereby appoints Michael Logan as part-time Clerk, with the Mayor's Office, at \$10.00 per hour effective June 26, 2017.

Budget Line: A1210-51120

Resolution 7D

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

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

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
James Roel	Seasonal Laborer	\$8.50 per hour	6/12/17 – 11/30/17
Thomas Roel	Seasonal Laborer	\$8.50 per hour	6/12/17 – 11/30/17

Budget Line: CR7140-51121

Resolution 7E-1

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

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

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Ryan Porteus	Lifeguard	\$12.00 per hour	5/27/17 – 10/1/17
Kathleen Lennon	Lifeguard	\$16.00 per hour	6/24/17 – 10/1/17
Joseph Suozzi	Lifeguard	\$12.00 per hour	6/24/17 – 10/1/17
Stavros Lampea	Lifeguard	\$12.00 per hour	6/24/17 – 10/1/17
Stefania Belcastro Gizzo	Recreation Leader	\$31.00 per hour	7/5/17 – 8/11/17
Emily Durso	Recreation Leader	\$15.00 per hour	7/5/17 – 8/11/17
Alexandra Ravener Feigman	Recreation Leader	\$15.00 per hour	7/5/17 – 8/11/17
Pamela Aulson	Recreation Leader	\$19.00 per hour	7/5/17 – 8/11/17
Gary Conway	Bus Driver	\$16.00 per hour	7/5/17 – 8/11/17
Ronald Albano	Bus Driver	\$15.00 per hour	7/5/17 – 8/11/17
Andrew LaRosa	Bus Driver	\$15.50 per hour	7/5/17 – 8/11/17

Camilo Perdomo	Bus Driver	\$13.50 per hour	7/5/17 – 8/11/17
William O'Bayley	Bus Driver	\$13.50 per hour	7/5/17 – 8/11/17
			7/5/17 – 8/11/17
Timothy Ayres	Recreation Leader	\$13.00 per hour	7/5/17 – 8/11/17
Jamie Downer	Recreation Leader	\$11.75 per hour	7/5/17 – 8/11/17
Damon Garner	Recreation Leader	\$12.50 per hour	7/5/17 – 8/11/17
Erin Moore	Recreation Leader	\$10.00 per hour	7/5/17 – 8/11/17
Kayla Morrissey	Recreation Leader	\$10.00 per hour	7/5/17 – 8/11/17
Evan Pajuelo	Recreation Leader	\$10.00 per hour	7/5/17 – 8/11/17
Nicole Rizzo	Recreation Leader	\$11.00 per hour	7/5/17 – 8/11/17
Viola Sawyer	Recreation Leader	\$10.00 per hour	7/5/17 – 8/11/17
Amber Solomito	Recreation Leader	\$10.00 per hour	7/5/17 – 8/11/17
Victoria M. Tripp	Recreation Leader	\$10.00 per hour	7/5/17 – 8/11/17
Mateusz Majka	Recreation Leader	\$10.00 per hour	7/5/17 – 8/11/17
Jessica Alvararenga	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Maria Alvarenga	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Heather Arena	Recreation Leader	\$9.25 per hour	7/5/17 – 8/11/17
Fiorella Avalos	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Jonathan Bader	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Kieran Bednarz	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Doreen Beglin	Recreation Leader	\$16.50 per hour	7/5/17 – 8/11/17
Liliana Bonilla	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Kayla Brady	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Dominic Brasiello	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Rosa Brasiello	Recreation Leader	\$11.00 per hour	7/5/17 – 8/11/17
Tyler Brooker	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Cullen Burnett	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Kieran Calderon	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Jonathan Capobianco	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Kamryn Cardali	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Christina Cavallone	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Michael C. Colangelo	Recreation Leader	\$8.50 per hour	7/5/17 – 8/11/17
Valentina Contreras	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Jacqueline Coronel	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Lucy Costello	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Micaela Costello	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17

Christian Cruz	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Magdalena D'Ambrosio	Recreation Leader	\$11.25 per hour	7/5/17 – 8/11/17
Linesha Davis	Recreation Leader	\$8.50 per hour	7/5/17 – 8/11/17
Ashley DeCurtis	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Andy Delgado	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Citlali Delvalle	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Francesca DiCaterino	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Richard DiLorenzo	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Ryan DiPaolo	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Janet Durso	Recreation Leader	\$20.00 per hour	7/5/17 – 8/11/17
Melissa Eisenberg	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Matthew Epifania	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Gabrielle Ermmarino	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Stephanie Espino	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Cameron Filippone	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Lauren Friedman	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Brandon Fribbley	Recreation Leader	\$8.50 per hour	7/5/17 – 8/11/17
Jennifer Giambrone	Recreation Leader	\$9.25 per hour	7/5/17 – 8/11/17
Joana Godinez	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Thomas Graf	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Ariana Greenberg	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Ryan Greenfield	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Joseph Grella	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Tatiana Guevara	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Melissa Guillen	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Emma Gomez-Delvalle	Recreation Leader	\$11.50 per hour	7/5/17 – 8/11/17
Kevin Heenan	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Taylah Hudson	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Samuel Israel	Recreation Leader	\$8.50 per hour	7/5/17 – 8/11/17
Jordan Jackson	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Jack Kaffl	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Steven King	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Guri Lortkipanidze	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Skylar Losee	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
John Luzynski	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17

Kaitlin Maccarone	Recreation Leader	\$8.50 per hour	7/5/17 – 8/11/17
Isabella Madruga	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Candra McCoy	Recreation Leader	\$11.00 per hour	7/5/17 – 8/11/17
Kevin Monahan	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Mary Monahan	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
David Moore	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
James Mullen	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Nicole Ninesling	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Dayra Panarello	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Lindsey Payton	Recreation Leader	\$8.25 per hour	7/5/17 – 8/11/17
Michael Payton	Recreation Leader	\$8.25 per hour	7/5/17 – 8/11/17
Delilah Perez	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Brianna Pfaff	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Aaron Phillip	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Amara Phillip	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Rachel Ranieri	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Melissa Ricciardi	Recreation Leader	\$17.25 per hour	7/5/17 – 8/11/17
Jasmine Rivero	Recreation Leader	\$11.00 per hour	7/5/17 – 8/11/17
Robert Rizzo	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Gabriella Rodriguez	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Jose Rafael Santos	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Stephanie Silva	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Rebecca Tan	Recreation Leader	\$7.25 per hour	7/5/17 – 8/11/17
Jasmine Taylor	Recreation Leader	\$9.00 per hour	7/5/17 – 8/11/17
Randall Taylor	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Sara Termini	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Vincent Termini	Recreation Leader	\$8.50 per hour	7/5/17 – 8/11/17
Jason Ventura	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Morgan Vignali	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Kevin Whalen	Recreation Leader	\$8.00 per hour	7/5/17 – 8/11/17
Howard Woods II	Recreation Leader	\$8.25 per hour	7/5/17 – 8/11/17
Alyssa Wozlonis	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Joseph Yee	Recreation Leader	\$7.75 per hour	7/5/17 – 8/11/17
Justin Zapata	Recreation Leader	\$7.50 per hour	7/5/17 – 8/11/17
Angela Alvarado	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17

Dominique Bencivenni	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Samantha Borgese	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Tyler Buehre	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Eliza Channing	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Andrew Costella	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Jaynise Espinal	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Latifa Fakhry	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Jason Garcia	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Leydi Gomez	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Gianna Groe	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Franco Guevara	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Julia Jon	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Ty Kaffl	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Kayla Lewis	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Angela McCarthy	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Julia Messina	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Peter Rodriguez	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Arianna Salazar	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Alondra Schuck	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Nicole Serrano Sosa	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17

Alexandra Sparks	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Nicole Valensisi	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Lorena Valverde	Recreation Leader	\$300 per summer session	7/5/17 – 8/11/17
Shari Ambramson	EMT	\$10.00 per hour	7/5/17 – 8/11/17
Alejandra Huidobro Oliver	EMT	\$10.75 per hour	7/5/17 – 8/11/17
Daryl Maloney	EMT	\$13.00 per hour	7/5/17 – 8/11/17
Charles Oliver	EMT	\$11.50 per hour	7/5/17 – 8/11/17
Michael Doxey	EMT	\$10.00 per hour	7/5/17 – 8/11/17
Nicole Eichenholtz	EMT	\$10.25 per hour	7/5/17 – 8/11/17
Michael Bianchi	Park Attendant	\$8.50 per hour	5/27/17 – 9/4/17
Vincent Bertin	Park Attendant	\$9.50 per hour	5/27/17 – 9/4/17
Tajah Garner	Park Attendant	\$8.50 per hour	5/27/17 – 9/4/17
Makhii Napoleon	Park Attendant	\$8.50 per hour	5/27/17 – 9/4/17
Brandon Sanchez	Park Attendant	\$8.50 per hour	5/27/17 – 9/4/17
Dante Vigliotti	Park Attendant	\$8.50 per hour	5/27/17 – 9/4/17
Michael Hurley	Park Attendant	\$8.50 per hour	5/27/17 – 9/4/17

Budget Line: CR7140-51120

Resolution 7E-2

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

**BE IT RESOLVED**, that the City Council hereby amends Resolution 7F, dated May 23, 2017 as follows:

<u>Name</u>	<u>Adopted as</u>	<u>Amended to</u>
Ruben Santana	\$11.00 per hour	\$12.00 per hour
Leah Dwyer	\$11.00 per hour	\$12.00 per hour

Resolution 7F

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

**BE IT RESOLVED**, that the City Council hereby appoints Anthony P. Jimenez as part-time Clerk, with Veteran Services, at \$22.00 per hour, effective June 28, 2017.

Budget Line: A7500-51120

Resolution 7G

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

**BE IT RESOLVED**, that the City Council hereby appoints Marian Gallego as Seasonal Clerk, with Finance Department, at \$10.00 per hour, effective June 29, 2017 through August 25, 2017.

Budget Line: A1310-51120

Resolution 9A

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

**BE IT RESOLVED**, that the City Council hereby authorizes the hourly rate adjustment of Donald F. Ferrer, to \$17.75 per hour, effective June 1, 2017.

AlansFair, Inc  
Nassau County Craft Shows  
Long Island Street Fairs

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750-6A Lido Boulevard, Lido Beach, NY 11561

516-442-6000

alan@nassaucountycraftshows.com

www.longislandstreetfairs.com

December 19, 2016

Agreement between

City of Glen Cove (CGC)  
&

AlansFair, Inc. Doing Business as Nassau County Craft Shows (NCCS)

NCCS will be the exclusive Producer for the May 26-27, 2018 Glen Cove Festival.

CGC will secure written approval for the location to be closed to parking and vehicular traffic from 7am-7pm on said date(s), and will secure appropriate public safety personnel and barricades to redirect said traffic.

CGC will provide adequate litter canisters and dumpsters on said date, and will consult with NCCS for the placement of same.

CGC will inform its members and all members of the Glen Cove community about the Festival via signs and flyers and any other means of communication deemed necessary to create awareness of the event.

Portable toilet(s) will be ordered at no cost to CGC.

If CGC determines that a dumpster is needed, it shall order same at their own expense.

NCCS may rent space to all Artists, Crafters, Gift Vendors, Food and Beverage Vendors, Inflatable Rides, and Service Companies.

CGC will publish on its website that NCCS is the Producer of the event and shall direct all vendor inquiries to NCCS.

The event will be advertised to be held rain or shine with no rain date(s).

NCCS agrees to pay CGC:

(A) 30% of the gross rental income received if vendors and shoppers are in attendance for at least two consecutive hours;

OR

(B) 15% of the gross rental income received if vendors and shoppers are not in attendance for at least two consecutive hours.

The above provisions address weather and other conditions that might affect the ability of the Fair to operate as intended by NCCS and CGC.

NCCS agrees to offer a free 10' x10' space to any essential service groups and as requested by CGC.

Payment in full from NCCS to CGC is due and payable no later than 7 days after the event, and will be accompanied by a worksheet providing the names of all vendors and the amount of rent each paid.

CGC agrees to involve NCCS in coordinating activities with essential services as related to the operation of the Fair.

CGC agrees to support NCCS's efforts to have all Vendors comply with the VENDOR REQUIREMENTS as given on [www.nassaucountycraftshows.com](http://www.nassaucountycraftshows.com)

NCCS agrees to widely advertise and promote the event including regionally advertising as follows: Newsday, Channel 12, Fios1, internet, and whatever signage opportunities afforded by CGC.

Upon request NCCS will provide CGC with up to fifty 18"x24" signs and up to six 10'x4' banners at no cost to CGC.

Said signs and banners shall be delivered to CGC and CGC shall be responsible for placing them in high traffic areas throughout the area.

NCCS is responsible for providing personnel to provide adequate security and cleanup throughout and at the completion of the event, limited to a reasonable removal of debris and litter that can be picked up easily by hand. CGC will deliver the location in a broom swept condition and CGC will be responsible for removal of excessive debris as well as the removal of canisters and dumpster(s).

NCCS is responsible for soliciting, placing, and managing all vendors and all other participants as agreed upon by CGC and NCCS.

The use of said location shall be done in compliance with all applicable local, regional, state and national policies, rules and regulations.

NCCS shall provide CGC with a certificate of insurance and will include whomever CGC requires listed as additional insured, and NCCS shall indemnify and hold harmless CGC from any claim arising out of the production, promotion, holding, conducting, operation of, maintenance of, contractual arrangements and any other matters pertaining to the within Fair.

No later than one month before the Street Fair, NCCS shall furnish CGC with such insurance certificates complying with the above provisions.

CGC will do it best to provide Show Mobile with a stage a sound system at no cost to NCCS.

NCCS and CGC agree that they will renew this Agreement for three to five years after the 2018 Fair if both parties agree to same.

This agreement may be executed in counterparts. Facsimiles of the contract herein, including all signatures shall be treated and considered as if they were original signatures herein as it is contemplated that the contracts may be exchanged electronically via e-mail in electronic format via PDF files and the like.

Agreed to:

Alan Finchley NCCS \_\_\_\_\_

City of Glen Cove

Signed By \_\_\_\_\_ Print Name \_\_\_\_\_



**LONG ISLAND**  
**MOTION PICTURE ARTS CENTER**  
**& MUSEUM** P.O. BOX 513, OCEANSIDE, NY 11572

### SERVICE CONTRACT

**CUSTOMER:** Name: City of Glen Cove  
Address: 9 Glen Street Glen Cove, NY 11542  
Telephone: (516) 320-7865  
E-Mail: Ltrauatello@cityofglencoveny.org  
Contact Person: Lisa Trauatello

Date(s) of Performance: Saturday June 24<sup>th</sup>, 2017 through Saturday August 12<sup>th</sup>, 2017

Rain Date: TBA Price Per Event: \$1,100

Location: 3 School Street Glen Cove, NY 11542 Deposit: \$2,400

Title of Film: TBA (Balance Due On The Day Of Event)

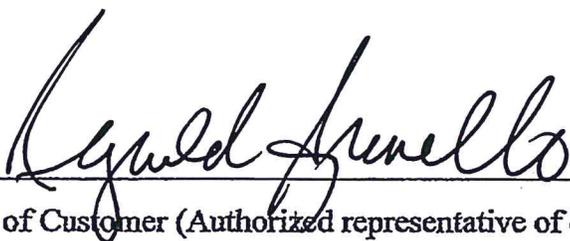
#### Equipment and Services Include:

Selection of: (24') 30' , or 40' Movie Screen, Projection System, HD Projector, DVD players, Cables, Audio Sound System, Microphone and Mic Stand, Delivery to Site, Projectionist, Crew to Set up, Operate and Strike Down the Motion Picture Screen and Equipment, Silent Honda Generators, ~~(Upon Request)~~ Sponsorship DVD and Movie Trivia. Popcorn machine, popcorn, and supplies. This also includes a server.

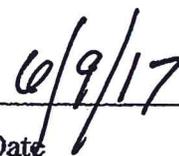
#### TERMS & CONDITIONS

- Customer agrees to provide a safe and dry site which enables access by vehicle and/or large dollies to move rental equipment and facilitate the setup requirements.
- Customer agrees to provide a maintenance engineer who has access to the power supply and electrical panel board for the event in the event of electrical failure and/or tripped circuit breakers. Customer assumes all responsibility for power usage and maintenance.
- A non-refundable deposit of 30% of total cost is to be made payable to the Long Island Motion Picture Arts Center & Museum upon signing of contract.
- Customer assumes responsibility of insurance and must furnish a copy of "Proof of Insurance" covering LIMPACM, it's equipment, staff and assigns.
- Not subject to local, State, or Federal taxes. Non-profit (501)(C)(3) Organization.

- Conditions of this service contract does NOT include the "Public Performance Rights" from the distributors. This must be obtained directly from the third party movie rental companies: SWANK or CRITERION. Customer will be responsible for the disks (Receiving and return shipping) from and to the film distributors and provide LIMPACM a photocopy of the license agreement prior to the film screening.
- Customer agrees to indemnify LIMPACM from any damages, lawsuits, injury, loss of life, or other acts of God and Nature (Force Majeure) that may hinder the presentation of the film and/or outdoor movie event.
- **Sustained winds without Rain**-Conditions of services include the upmost regard for safety. If the sustained winds exceed the range of speed that poses a severe safety risk to the event, it is agreed that LIMPACM has the right to make the judgement call to cancel or discontinue the film showing due to Safety factors for the event.
- **Cancelation by Customer.** In the case of inclement weather, it is agreed that the customer will call LIMPACM by 12pm (before the crew and truck leaves). If the customer does not cancel and the crew arrives at the site, the customer will be responsible to pay 40% of the total fee for that day/night.
- Customer assumes all responsibility for crowd control, security, personnel safety, equipment damages resulting from third party actions and/or their own staff and any and all resulting lawsuits.



Signature of Customer (Authorized representative of organization)



Date



Signature of LIMPACM Representative



Date





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

**BUDGET TRANSFER FORM**

GCF-1 (7/08)

**DEPARTMENT:**                    **BUDGET YEAR 2017**

	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7500-55557	BANDS/CELEBRATIONS		5500.00
A6510-55438	VETERANS CONTRACTUAL SERVICES	5500.00	
A7500-55551	VETERANS		4525.30
A6510-51120	VERERANS HOURLY	4525.30	

**Reason for Transfer:** To fund new veteran's line. Funds are available from existing lines. No new expenses are anticipated for the year. The reason is to define the expenses and not to comingle programs.

**Department Head Signature:** *Sandra Clauser*                    **Date:** 6/6/17

**City Controller Approval:** *Sandra Clauser*                    **Date:** 6/6/17

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



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

**BUDGET AMENDMENT FORM**

GCF-1 (7/08)

**BUDGET YEAR 201**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
PD3120-42626	POLICE FORFEITURE	20000	
PD3120-54200	POLICE FORFEITURE		20000
			-

**Reason for Amendment:**  
 LINES WERE NEVER BUDGETED. FUNDS ARE FROM NASSAU COUNTY DA. THIS AMENDMENT IS NOT AUTHORIZING ANY NEW EXPENSES

Department Head Signature: Jandra Claver Date: 6-9-17  
 City Controller Approval: Jandra Claver Date: 6-9-17  
 City Council Approval-Resolution Number: \_\_\_\_\_ Date: \_\_\_\_\_

# AGREEMENT

Agreement made this 19 day of JUNE, 2017 by and between the City of Glen Cove, 9 Glen St., Glen Cove, NY 11542 ("City") and BLADYKAS & PAWETTA, L.S. & P.E. P.C. ("Engineer") for ON-CALL ENGINEERING to perform the hereinafter described services on behalf of the City:

## 1. Services to be Performed

### A. Services

This Agreement covers professional engineering services to the City on an on call, as needed basis.

### B. Fees

A request for an on call services will be initiated by the City and Engineer will provide a Not-To-Exceed written estimate to the City. Unless provided otherwise in writing, Engineers Not-To-Exceed estimate will be based upon Engineer's experience, qualifications, professional judgement and on data submitted t the City. If Engineer believes that its costs are likely to exceed the Not-To-Exceed estimate, Engineer will notify the City in writing indicating why the estimate will be exceeded and will provide a revised estimate. City shall not be liable for any additional cost(s) invoiced by Engineer in excess of Engineer's Not-To-Exceed or revised Not-To-Exceed estimate, as the case may be, unless approved by the City in writing. Engineer shall have no obligation to provide services without compensation.

### C. Changes in Scope of Services

If the City or Engineer requests changes in the services to be performed in accordance with the Not-To-Exceed, or revised Not-To-Exceed estimate, Engineer and City, upon mutual agreement, shall execute a written change order describing the changes to the services and authorized budget. Engineer shall make no changes in the services unless approved by the City in writing.

## 2. Time for Performance

- A. If Engineer's services are interrupted, suspended, or delayed for any reason beyond the reasonable control of the City, the work schedule and any completion date shall be adjusted accordingly and the Engineer shall be compensated for all its increased costs resulting from such interruption, suspension or delay. In the event the duration of any delay in the services is longer than anticipated or if the costs of such delay are greater than anticipated, City may terminate this Agreement for its convenience.

- B. If Engineer's services are interrupted, suspended, or delayed for any reason beyond its reasonable control, requiring the work schedule and any completion date to be adjusted, then in such even the City shall be compensated for all its reasonable increased costs and damages, including reasonable attorneys' fees, resulting from such interruption, suspension, or delay.

3. Compensation and Payment

A. Compensation

Engineer's invoice shall be due and payable thirty (30) days from its receipt by City. If City objects to all or any portion of the invoice, City shall notify Engineer in writing within ten (10) days from its receipt of the invoice, identify the cause of disagreement, and pay when due that portion of the invoice that is not in dispute provided no outstanding claim exists against Engineer on behalf of the City. City's failure to provide such notice shall be evidence that the City has accepted the invoice as written. In the event the Engineer and City cannot resolve a dispute regarding the invoiced amount within thirty (30) days after receipt by Engineer of City's notice of disagreement, the dispute shall be subject to the Dispute Resolution provision of this Agreement. Engineer shall provide documentation to substantiate all claims for payment and shall itemize all invoice(s) showing itemized hours spent, including employee name, title, base rate, fringe factor and multiplier, travel and per diem expenses. The City does not pay premium rates for any overtime worked unless specifically authorized in writing by the City in advance of such expenditure. All expenses approved by the City will be paid at direct cost, with no allowance for markup.

B. Taxes

All local or state taxes or fees related to the Services (except any Federal and State income taxes) will be paid by Engineer and invoiced to City.

4. Engineer Responsibilities

A. Standard of Care

Engineer will perform the services in a manner consistent with the level of care and skill generally exercised by firms providing the same or similar professional engineering and/or architectural services in the New York, Long Island area under similar conditions at the time the services are provided. Engineer shall, without additional compensation, correct or revise any of its reports and other deliverables, not consistent with this standard of care which are made known to Engineer by City within one (1) year after the deliverable is sent to City.

B. Cooperation of City

Engineer will regularly advise City of the status of any particular project, and will coordinate its activities with City and accommodate other City's activities at the

project site. Engineer and City shall each designate an authorized representative to be available for consultation, assistance and coordination of activities.

C. Responsibility for Uncompleted Services

Engineer and City intend that Engineer complete the services described in Engineer's proposal. If any of the services are eliminated, or if Engineer is not retained to provide subsequent services, Engineer's responsibility to City shall extend only to services completed as of the termination date.

D. Utilities

The scope of work does not require utility mark out services.

5. City's Responsibilities

A. Information

City agrees to provide information in its possession including surveys, studies, available descriptive information regarding construction, prior site evaluations and current conditions.

B. Cooperation with Engineer

City will cooperate with Engineer to complete the Project in a timely, efficient, and cost-effective manner. City shall designate an authorized representative familiar with a project who shall be available to Engineer and who has the authority to make all decisions required to assure that Engineer can provide the services.

6. Permits, Certifications, and Other Approvals

Unless specified otherwise Engineer shall obtain in City's name, all permits and other approvals required for a project. Engineer's costs shall be invoiced to City.

7. Confidentiality

With the exception noted below, Engineer shall consider all City's information confidential and will not disclose City's information or its findings to any third party unless directed by a court order or by the City in writing. In the event Engineer is directed to provide information or findings by court order it will cooperate with City by providing as much notice as possible under the circumstances and by other lawful means as City may request.

City understands and agrees that applicable law may obligate Engineer to take action to protect public health, safety, or the environment, or to disclose to governmental regulatory agencies conditions that are discovered during the course of providing services under this Agreement. Engineer will notify City prior to taking such action or disclosing such conditions to any governmental regulatory agencies, except that Engineer shall not be required to provide prior notice to City if the time required to provide such notice may

result in or increase the risk of imminent harm to persons, property, or the environment, or may render Engineer criminally or civilly liable under applicable law and Engineer disclosure under these circumstances shall not be a breach of this Agreement.

With City's prior written approval, Engineer may use City's name and a general description of a project as a reference for business development purposes.

8. Ownership of Documents and Materials

All documents, including reports, drawing and specifications prepared by Engineer pursuant to this Agreement are instruments of its services and Engineer will retain a true copy of all information provided to the City under this Agreement. All project related information is the City's property. City agrees that Engineer information is not to be used by City or any other party in any way not directly related to the services provided for which the information was created or compiled.

City may make copies of Engineer's reports available to other parties. However, City shall not intentionally disclose any portions or excerpts of any reports in a way that may mislead others. Engineer shall have no obligation to any third party unless agreed to in writing and is not responsible for City's use of Engineer work product in any other project or by any other party.

9. Allocation of Risk

City understand that any required structural evaluation services will be done through visual inspection and entail uncertainty and the risk that certain structural problems will not be evident to a trained inspector. This statement shall hold true unless Engineer is directed to perform destructive or invasive investigations and testing which shall be specifically stipulated in writing by the City and agreed upon by the Engineer.

A. Insurance

- 1) Unless other limits are specifically stipulated in writing for a specific project, Engineer will maintain the following insurance coverage over the duration of the project:

<u>Insurance</u>	<u>Limits</u>
Worker's Compensation Coverage A Employer's Liability/Coverage B	Statutory \$1,000,000 each accident
Commercial General Liability (including Contractual Liability Bodily Injury and Property Damage Combined, and Personal Injury)	\$1,000,000 each occurrence \$2,000,000 in aggregate



B. Termination for Convenience

City may terminate this Agreement for its convenience on written notice of its intent to terminate. Each party shall be subject to all provisions of this Agreement during the period after notice and prior to the effective date of termination, unless otherwise agreed in writing.

C. Procedures After Termination

- 1) Engineer shall submit a final invoice to City as soon as practical after the effective date of termination. The final invoice will reflect all services and charges up to the effective termination date, including the cost to demobilize and terminate the services.
- 2) City shall pay Engineer final invoice within thirty (30) days after receipt. Any dispute relating to the final invoice will be resolved according to the Dispute Resolution provisions of this Agreement.

11. Dispute Resolution

- A. Any action to resolve a dispute arising out of this Agreement must be filed within one (1) year from the time the cause of action arose or it shall be time barred.
- B. The parties shall attempt in good faith resolve any dispute, controversy or claim related to this Agreement within ten (10) business days after the date any such issue arises (the "Issue Date").
- C. If the parties cannot resolve a dispute within this period, the parties agree to submit the dispute to mediation within thirty (30) days after the Issue Date and may use any mediator upon which they mutually agree. If the parties cannot mutually agree on a mediator within forty (40) days after the Issue Date, the parties will each select a mediator. The two (2) mediators will then select the mediator. The cost of any mediation will be split equally between the parties.
- D. If the parties are unsuccessful in their good faith attempt to mediate the dispute, the dispute may, on the agreement of the parties, be settled by arbitration in the County of Nassau, State of New York. The parties agree to waive any jury trial.
- E. The laws of the State of New York will control. The parties agree that a judgment on an arbitration award may be obtained from and enforced in any court having appropriate jurisdiction.

12. Miscellaneous

A. Successors And Assigns

- 1) This Agreement shall be binding on Engineer and City and their successors, legal representatives and assigns.

- 2) In accordance with the provisions of section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the City. An assignment shall not relieve the assigning party from any responsibility, duty, or obligation under Agreement, unless expressly agreed to in writing. Any attempt by either party to assign this Agreement in violation of the above provision shall be null and void.
- 3) Engineer may retain any subcontractors which, in Engineer's opinion, can assist in the performance of services under this Agreement. Engineer shall be responsible for all services provided by its subcontractor(s) as if the services were provided directly by Engineer.
- 4) All duties, responsibilities, rights, and interests created by this Agreement are for the sole and exclusive benefit of Engineer and City, and not for the benefit of any third party.

B. Notices

Any written notice required or authorized under this Agreement shall be personally delivered, sent by certified mail or overnight delivery to the other party at the address set forth for each party herein authorized representative designated under this Agreement. The party providing notice must be able to document delivery to the other party by means of an affidavit of service or appropriate receipt.

C. Survival of Sections

Articles 3, 7, 8, 9, 10 and 11 of this Agreement survive the completion of the services or termination of this Agreement.

D. Severability

If any provision of this Agreement is determined to be void or unenforceable by a court, all remaining provisions shall continue to be valid and enforceable. The parties when reasonably possible agree to reform or replace any void or unenforceable provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the void or unenforceable provision.

E. Paragraph Headings

The paragraph headings in this Agreement are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.

F. Whole Agreement

The Agreement, as supplemented by any documented changes, constitutes the complete and final Agreement between Engineer and City. This Agreement supersedes all prior or contemporaneous Agreements, communications, representations, undertakings or understanding between the parties, whether oral or written, including but not limited to, purchase orders relating to any project, except as expressly incorporated into this Agreement. Modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of Engineer and City.

- 1) All preprinted terms and conditions of any purchase order used to request or authorize services are void and of no effect unless otherwise agreed to in writing by the parties.
- 2) To the extent that they are inconsistent or contradictory, this Agreement shall take precedence over all other documents, except amendments expressly revising it.
- 3) Any term and/or condition set forth in a change order executed after the date of this Agreement shall take precedence over any inconsistent or contradictory term in this Agreement.

G. Independent Contractor

Engineer shall be fully independent in performing services under this Agreement and shall not act as an agent or employee of City. Engineer shall be solely responsible for its employees, subcontractors, servants and agents and for their actions, compensation, benefits, contributions and taxes.

H. Rules

No rules, requirements or customs of any society or association of professional engineers or any similar association shall affect this Agreement in any way whatsoever or be binding upon the City.

I. Required Provisions of Law

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

- (a) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

- (b) Affirmative action as required by the Labor Law.
  - (c) Prevention of dust hazard required by Labor Law section 222-a.
  - (d) Preference in employment of persons required by Labor Law section 222.
  - (e) Eight-hour workday as required by Labor Law sections 220(2).
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