

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO JOIN THE LONG ISLAND WATER CONFERENCE PURCHASING COOPERATIVE, BY AND BETWEEN THE MEMBERS OF THE LONG ISLAND WATER CONFERENCE AND TO ENTER INTO A COOPERATIVE/INTER-MUNICIPAL AGREEMENT

WHEREAS, the Long Island Water Conference provides educational workshops to members, such as Water Conservation Seminar, Chemical Safety, Technology and publishes articles/press releases to the public on topics of interest or concern regarding our water supply; and

WHEREAS, General Municipal Law, Article Five§ 119--o provides in pertinent part that municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service or a joint water project; and

WHEREAS, many members of the Long Island Water Conference who represent Commissioner Elected, Town or Village Water Districts (or referred hereinafter collectively as "municipal and/or municipal corporation" or "governmental" water district and intended to meet criteria set forth In General Municipal Law, Article Five§ 119-o related to town, village or special districts authorization to enter into cooperative agreements) have expressed a desire and seek to cooperate with such other municipal members of the Long Island Water Conference for the purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such municipal corporation or water district therein through the use of a contract let to the lowest responsible bidder or on the basis of best value by a municipal water district member; and

WHEREAS, the LIWC is willing and able to offer its organizational skills toward the goal of implementing a purchasing cooperative for those members of Long Island's Commissioner which manage their own water distribution system and meet criteria set forth in General Municipal Law, Article Five § 119--o related to town, village or special districts authorization to enter into cooperative agreements; and

WHEREAS, General Municipal Law §103(16) provides in pertinent part that any officer, board or agency of a political subdivision or of any district therein authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies through the use of a contract let by any federal or state, political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with General Municipal

Law § 103 and made available for use by such other governmental entities subject to the adoption of a local law, rule, regulation or resolution, as the case may be; and

WHEREAS, the City Council finds that it is in the City's best interest to utilize the services and organizational skills provided by the Long Island Water Conference; and

NOW BE IT THEREFORE RESOLVED, the City Council of Glen Cove hereby authorizes the following:

1. The City Council hereby authorizes the City of Glen Cove to join the Long Island Water Conference; and
2. The Mayor is hereby authorized to enter into a inter-municipal agreement with the Long Island Water Conference in accordance with the terms of the agreement therein.

Resolution 6B

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, the City of Glen Cove, herein called MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

NOW, THEREFORE, BE IT RESOLVED BY, the Glen Cove City Council,

1. That the filing of an application in the form required by the State of New York in conformity with applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.
2. That Mayor Timothy Tenke, or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE:
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for the State share of such costs.

4. That four (4) Certified Copies of this Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.
5. That this resolution shall take effect immediately.

Resolution 6C

Resolution offered by Mayor Tenke 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. 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 and the Glen Cove City Planning Board I has received an application for a change or an amendment to the Zoning District in accordance with Article 6, Section 280-23 of the Glen Cove City Code;

WHEREAS, the property is located at 115 Glen Street, Glen Cove, New York and more specifically described at Section 23, Block 11, Lot 6-12;

WHEREAS, the 115 Glen Street, Glen Cove, New York is located in the B-1 Zoning district (§280-65) and applicant seeks to amend the zoning districts regulations that would allow multifamily workforce housing as a new special use in the B-1 Zoning District upon the compliance with certain conditions.;

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

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

1. The Glen Cove City Planning Board is hereby declared the lead agency pursuant to 6 NYCRR 617(SEQR);
2. The Glen Cove City Council hereby refers the matter to the City of Glen Cove Planning Board in accordance with Section 280-23 (B) for its report and recommendation concerning the application for a change in zone within 36 days of this referral

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the Mayor is hereby authorized to enter into a contract agreement with North Shore Golf Car Service, Inc., for maintenance service of golf cars, with an annual fee of \$7,945 for:

- 8 – 2010 DECAL #17-24 Club Car Gas Powered Precedents - \$165.00 per year
- 41 – Club Car Precedent Gas Powered - \$125.00 per year
- 12 – Club Car DS-G Gas Powered - \$125.00 per year

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

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

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Parag Jain	18-2606	\$375.00
Laura Silecchia	18-2605	\$43.44

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Diabetes Research Institute Foundation and Martino Auto Concepts to host their annual “Gold Coast Concourse/Bimmerstock”, June 3, 2018, 3:00 a.m. through 5:00 p.m. and the closure of the following streets:

- School Street between Highland Road and Glen Street
- Bridge Street
- Glen Street between School Street and Cove Street

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Kyle E. Simpson as part-time Cleaner with Department of Public Works, \$12.00 per hour retroactive to February 20, 2018.

Budget Line A1490-51120

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends Resolution 7C, dated February 13, 2018, amending the effective date of the appointment of Valerie Vitale and Raquel Williams to February 5, 2018.

Budget Line A7050-51120

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Christopher Valeo as substitute part-time Fire Alarm Dispatcher – Caretaker, with the Fire Department, at \$18.00 per hour effective February 28, 2018.

Budget Line A3410 -51120

Resolution 7D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints the following persons to the Golf Course as indicated, March 1, 2018 through November 30, 2018:

Name	Title	Hourly Rate
Louis Larice	Golf Course Cashier	\$10.00
Thomas A. Famiglietti	Golf Course Cashier	\$12.50
Christian M. Klimaszewski	Golf Course Ranger	\$8.25

Name	Title	Hourly Rate
Matthew R. Pemberton	Golf Course Ranger	\$8.00
Herbert H. Chessler	Golf Course Starter	\$9.00
Anthony Oppedisano	Golf Course Starter	\$11.50
Carlos Mena Salinas	Laborer	\$12.00
Jose C. Jurado	Laborer	\$11.00

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby adjust the annual salary of Thomas Cardile, with Department of Public Works, to \$112,200, retroactive to January 1, 2018.

Resolution 9B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby adjust the hourly salary of James P. Ajamian, Dale A. Beckmann and Bobby M. Citko, with the Fire Department, to \$18.00 per hour, effective February 18, 2018.

**LONG ISLAND WATER CONFERENCE PURCHASING COOPERATIVE
AGREEMENT BY, BETWEEN, AND LIMITED TO MEMBERS OF THE LONG
ISLAND WATER CONFERENCE AUTHORIZED BY GENERAL MUNICIPAL LAW
119-o TO ENTER INTO COOPERATIVE/INTER-MUNICIPAL AGREEMENTS**

WHEREAS, the Long Island Water Conference, established in 1951, consists of major water suppliers, public and private, consulting engineers, manufacturers and contractors connected with water supply operations and officials of various governmental regulatory agencies, including but not limited to, representatives of Nassau and Suffolk Health Department and New York State Department of Environmental Conservation; and

WHEREAS, the Long Island Water Conference provides educational workshops to members, such as Water Conservation Seminar, Chemical Safety, Resin Technology and publishes articles/press releases to the public on topics of interest or concern regarding our water supply; and

WHEREAS, General Municipal Law, Article Five § 119-o provides in pertinent part that municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service or a joint water project; and

WHEREAS, many members of the Long Island Water Conference who represent Commissioner Elected, Town or Village Water Districts (or referred hereinafter collectively as "municipal and/or municipal corporation" or "governmental" water district and intended to meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to enter into cooperative agreements) have expressed a desire and seek to cooperate with such other municipal members of the Long Island Water Conference for the purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such municipal corporation or water district therein through the use of a contract let to the lowest responsible bidder or on the basis of best value by a municipal water district member; and

WHEREAS, the LIWC is willing and able to offer its organizational skills toward the goal of implementing a purchasing cooperative for those members of Long Island's Commissioner which manage their own water distribution system and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to enter into cooperative agreements; and

WHEREAS, General Municipal Law §103(16) provides in pertinent part that any officer, board or agency of a political subdivision or of any district therein authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus,

materials, equipment, and supplies through the use of a contract let by any federal or state, political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with General Municipal Law §103 and made available for use by such other governmental entities subject to the adoption of a local law, rule, regulation or resolution, as the case may be.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein set forth the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions: Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

LIWCPC means the Long Island Water Conference Purchasing Cooperative created by the individual signatories (commissioner elected, town or village water district members of the Long Island Water Conference which maintain and manage their own water distribution system and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to enter into cooperative agreements) authorized by applicable provisions of Town Law and General Municipal Law to enter into this Agreement.

Common Commodity or Service means those commodities, products or services which the individual signatories of the LIWCPC have determined to be routine purchases or services by the membership.

Joint Purchase Program means all terms and conditions herein relating to commodities and products that are subject to an invitation for competitive bid, request for proposals, or other means of any competitive solicitation deemed lawful and permissible under the laws of the State of New York.

Joint Purchase Subcommittee means the duly constituted Joint Purchase Subcommittee ("JPS") appointed by LIWC standing Comprehensive Planning Committee to assist members of the LIWCPC to successfully accomplish the goals of the LIWCPC, to wit: joint purchase program.

Lowest Price means the basis for awarding contracts for commodities among Responsive and Responsible Vendors and as otherwise defined in §163 of the New York State Finance Law.

Best Value means the basis for awarding contracts for services to the vendor/offeree which optimizes quality, cost and efficiency, among responsive and responsible vendors and as otherwise defined in §163 of the New York State Finance Law.

Member means those members of the LIWC which maintain and manage their own water distribution system within the counties of Suffolk and Nassau and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or

special districts authorization to enter into cooperative agreements and embraced by General Municipal Law §103(16).

Vendor (Offerer) means a person or entity that makes a specific proposal which meets the specifications or requirements prescribed by a member (or members in the case of a joint bid/purchase) of the LIWCPC in response to an invitation for competitive bid, a request for proposals or other means of permissible competitive solicitation.

Procurement Record means a record of the decisions and reasons therefore made in the Joint Purchase Program.

Responsible means the financial ability, legal capacity, integrity and past performance of a person or business entity and as such terms have been interpreted relative to public procurements.

Responsive means a bidder or other vendor/offerer meeting the minimum specifications or requirements as prescribed in a solicitation for commodities or services by a municipality, special district and member of the LIWC.

Specification or Requirement means any description of the physical or functional characteristics or the nature of a commodity or construction item, any description of the work to be performed, the service or products to be provided, the necessary qualifications of the vendor/offerer, the capacity and capability of the vendor to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform the work. It may include a description of any obligatory testing, inspection or preparation for delivery and use, and may include federally required provisions and conditions where the eligibility for federal funds is conditioned upon the inclusion of such federally required provisions and conditions. Specifications shall be designed to enhance competition, ensuring the commodities or services of any vendor/offerer are not given preference except where required by provisions of State Finance Law.

ARTICLE II TERM

Section 2.0 Term. The Term of this Agreement will be for two years beginning on March 1, 2017, unless upon sixty (60) days notice thereafter a Member delivers a written notice of its intention to withdraw from the LIWCPC.

ARTICLE III LONG ISLAND WATER CONFERENCE PURCHASING COOPERATIVE

Section 3.0 Creation of the LIWCPC Joint Purchase Program Cooperative. There is hereby created the Long Island Water Conference Purchasing Cooperative created by the individual signatories (commissioner, elected, town or village water district members of the Long Island Water Conference which maintain and manage their own water distribution system and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to

enter into cooperative agreements) authorized by applicable provisions of Town Law and General Municipal Law to enter into this Agreement.

Section 3.1 Purpose of the LIWCPC. The purpose of the LIWCPC is to facilitate and administer a Joint Purchase Program to reduce costs by preparation of a single set of bid specifications, single advertisement in one or more appropriate newspapers having circulation covering the area of all LIWCPC members participating in the bid, economies of scale by utilizing the volume buying and/or "piggybacking" by LIWCPC contracts or contracts let by LIWCPC members as authorized under GML §103(16).

Section 3.2 Membership. Membership in the LIWCPC is limited to those members of the LIWC which maintain and manage their own water distribution system within the counties of Suffolk and Nassau and meet criteria set forth in General Municipal Law, Article Five § 119-a related to town, village or special districts authorization to enter into cooperative agreements and embraced by General Municipal Law §103(16).

Section 3.3 Creation of the Joint Purchase Subcommittee. There is hereby created a subcommittee of the LIWC denominated as the Joint Purchasing Subcommittee ("JPS").

Section 3.4 Goals and Services of the JPS (generally).

A. The JPS shall conduct regular and critical review of the efficiency, integrity and effectiveness of the overall Joint Purchase Program.

B. The JPS shall assist members/signatories of the LIWCPC by:

- i. compiling the purchasing needs of its individual Members by soliciting and creating the common commodity purchasing list or service list;
- ii. serving as a focus center through which all individual members can communicate their intent on going to bid for a particular common commodity or service;
- iii. assist in the formulation of data and/or research necessary to accomplish a joint volume purchase of common commodity or services;
- iv. doing all things necessary, convenient or desirable, including ancillary and incidental activities, to carry out the foregoing activities and for the exercise of the Joint Purchasing Program's powers.

**ARTICLE IV
PROCUREMENT; CONTRACTS**

Section 4.0 Method of procurement. It shall be the responsibility of each member of the LIWCPC to comply with any and all applicable policies and procedures adopted by the governing body of their respective water districts and all applicable laws related to the purchase of goods and services. It is recommended that, prior to preparation of any bid or specifications for piggyback procurement or cooperative bid under this agreement, each individual member of the LIWCPC communicate its intention to cooperatively purchase goods or services with the purchasing director or such other employee responsible for making and/or approving the purchase for goods and/or contract for its water district. Subject to and consistent with above, each individual member of the LIWCPC has and shall continue to retain the discretion to initiate a public bid pursuant to General Municipal Law §103 to procure a common commodity or service to meet the needs of his/her particular water district without participation of LIWCPC members or joint purchase as described above. Pursuant to the terms of this agreement and in order to accomplish the purpose of the LIWCPC, each member of the LIWCPC will make reasonable efforts to include a provision in public bids authorizing "piggybacking" generally or specifically to members of the LIWCPC; and/or participate in a joint public bid (volume purchase of commodity or service) designed to meet the needs of more than one member of the LIWCPC.

Section 4.1 Piggy-Backing. As set forth and subject to provision 4.0 above, each individual member has the discretion to include a provision and/or clause in its Notice to Bidders and Procurement Contract in the form recommended and set forth below to authorize every other individual member of the LIWCPC to purchase products aka "piggyback" from the contract or bid award to a successful vendor who is deemed to be the lowest responsible bidder or provide best value, subject to compliance with provisions of General Municipal Law:

Extension of Contract to Members of the
Long Island Water Conference Purchasing Cooperative

Pursuant to General Municipal Law 103(16), the (insert name of member of the LIWCPC) represents that it has the legal authority to and does hereby seek to offer and make available this contract for commodity, product or services to members of the LIWCPC identified and set forth below:

Bethpage Water District
Farmingdale Village
Franklin Square Water District
Garden City Park Water District
Greenlawn Water District
Hicksville Water District
Jericho Water District
Massapequa Water District
Oyster Bay Water District
Plainview Water District
Port Washington Water District

Riverhead Water District
Roslyn Water District
South Farmingdale Water District

Section 4.2 Cooperative Competitive Bid. As set forth and subject to provision 4.0 above, each individual member of the LIWCPC has the discretion to cooperatively competitive bid with other members of the LIWCPC and agree upon a single set of specifications and/or single advertisement in the official publication designated/ approved by the governing body of their respective water districts for such purpose and/or agree to share administrative costs and/or assignment of functions relating to the cooperative bid process. All cooperative competitive bids shall be awarded to a successful vendor who is deemed to be the lowest responsible bidder or provide best value, subject to compliance with provisions of General Municipal Law.

Section 4.3 Members' Contracts. During the term of this Agreement, each individual member shall make diligent efforts to accomplish the purpose and goal of the LIWCPC, to wit: reduce costs by preparation of a single set of bid specifications; single advertisement in one or more appropriate newspapers having circulation covering the area of all by LIWCPC members participating in the bid; economies of scale by utilizing the volume buying and/or "piggybacking" by LIWCPC contracts or contracts let by LIWCPC members as authorized under GML §103(16). As stated in provision 4.0 above, each individual member of the LIWCPC shall be responsible to obtain all approvals from its governing body to undertake or bind its governing body to any activity under this agreement, i.e. equitable sharing of administrative costs related to a cooperative competitive bid.

**ARTICLE V
MISCELLANEOUS**

Section 5.0 Assignment. This Agreement may not be assigned by any of its signatories.

Section 5.1 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of its signatories and nothing in this Agreement, whether express or implied, shall be construed to give to any other person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.2 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.3 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.4 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without reference to its conflict of law provisions,

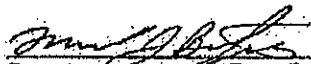
and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

Section 5.5 Limitation of Liability of Officers, Employees or Agents. Notwithstanding anything contained herein to the contrary, no officer, employee or agent of Long Island Water Conference shall have any liability for the representations, warranties, covenants, agreements or other obligations hereunder or in any of the certificates, notices or agreements delivered pursuant hereto.

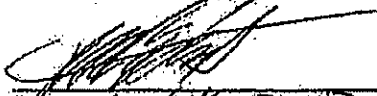
Section 5.6 Severability. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

END OF TEXT

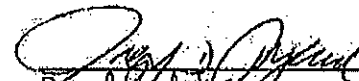
Bethpage Water District


By: Michael J. Boufis
Date: 3-10-17

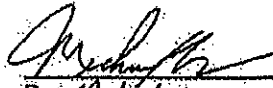
Farmingdale Water District


By: R. A. Bickford
Date: 3/10/17


Franklin Square Water District


By: R. M. Pylis
Date: 3/13/17

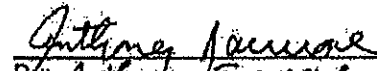
Garden City Park Water District


By: Michael Long
Date: 3-10-17

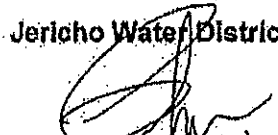
Greenlawn Water District


By: Robert Santoriello
Date: 3-10-17


Hicksville Water District


By: Anthony Cannon
Date: 3/10/17

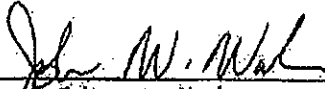
Jericho Water District


By: Pete G. [unclear]
Date: 3/10/17

Massapequa Water District

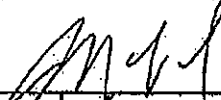

By: Stan Carel
Date: 3/10/17


Oyster Bay Water District



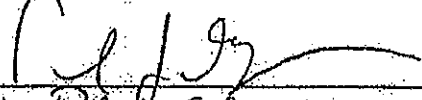
By: John Walsh
Date: 3.10.17

Plainview Water District



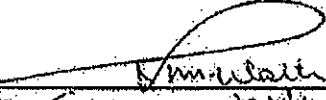
By: 
Date: 3/10/17

Port Washington Water District



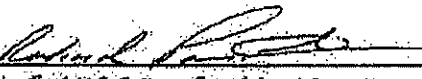
By: Paul Granger
Date: 3.10.17

Riverhead Water District



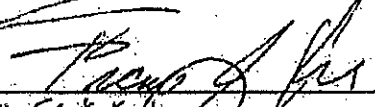
By: Stephen Warden, Chair
Date: 3/10/17

Roslyn Water District



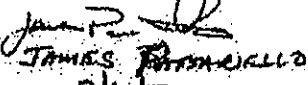
By: RICHARD PASQUELLO
Date: 3/10/17

South Farmingdale Water District



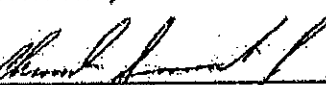
By: Frank Keph
Date: 3/10/17

Castle Place Water District



By: JAMES PASQUELLO
3/10/17

Locust Valley Water District



By: Charles Savinetti
Date: 5/31/17

By:
Date:

By:
Date:

Oyster Bay Water District

Plainview Water District

By:
Date:

By:
Date:

Port Washington Water District

Riverhead Water District

By:
Date:

By:
Date:

Roslyn Water District

South Farmingdale Water District

By:
Date:

By:
Date:

Carl Place Water District

South Huntington Water District

By:
Date:

By: *Kenneth CARSON*
Date: *6/20/17*

Town of Oyster Bay

By:
Date:

Joseph S. Saladino

Reviewed By
Office of Town Attorney

John M. [Signature]

Extension of Contract to Members of Long Island Water Conference Purchasing Cooperative:

Pursuant to the authority granted this District under Section 16 of the General Municipal Law, the successful bidder must extend the terms and conditions of his contract for "apparatus, material, equipment or supplies" to those governmental entities which are members of the Long Island Water Conference Purchasing Cooperative specifically:

- Massapequa Water District
- Oyster Bay Water District
- Franklin Square Water District
- Farmingdale Village
- Greenlawn Water District
- Jericho Water District
- Bethpage Water District
- South Farmingdale Water District
- Hicksville Water District
- Plainview Water District
- Garden City Park Water District
- Carle Place Water District
- Port Washington Water District
- Roslyn Water District
- Riverhead Water District
- Locust Valley Water District
- South Huntington Water District
- Town of Oyster Bay
- West Hempstead – Hempstead Gardens Water District
- Village of Old Westbury

CONTRACT PROPOSAL

This contract is to begin **JANUARY 1, 2018** by and between **NORTH SHORE GOLF CAR SERVICE INC.**, hereinafter referred to as the **CONTRACTOR** and **THE CITY OF GLEN COVE, MUNICIPAL GOLF COURSE** hereinafter referred to as **THE CITY**.

WITNESSETH:

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

DURATION OF CONTRACT:

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

COMMISSION:

The City agrees to pay \$7,945.00 per year in two payments of \$3,975.50 due March 1st 2018, with like amount August 1st 2018

8 - 2010 DECAL # 17-24 Club Car Gas Powered Precedents \$165.00 per year
41 - Club Car Precedent Gas Powered \$125.00 per year
12 - Club Car DS-G Gas Powered \$125.00 per year

STIPULATIONS OF CONTRACT

1. The contractor agrees to perform annual service, which includes the replacement of all oils, filters, plugs and the inspection of all batteries, cables, controls, brakes and connections and their replacement, if necessary. Also, all cars will be pressured washed, cleaned and waxed. This service is to be performed during off season in 2018.
2. The contractor agrees to make any necessary repairs and/or adjustments during the season and supply any and all parts when necessary for the **8 - 2010 Club Car Precedent** for the season

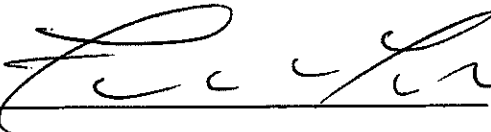
The **41- Club Car Precedent** as well as the **12- Club Car DS Model Cars** the City will be charged separately for brakes, batteries, springs, starter/ generators drive or driven clutches, rear differentials, engine overhauls and carburetors at labor rate of \$95.00 per hr. plus parts

3. The contractor agrees to respond with a mechanic within 24 hours to any request for service or maintenance.
4. The contractor agrees to furnish only authorized Club Car parts.
5. The contractor agrees to provide service and maintenance for 61 Club Car Gas Powered golf cars which are solely used for Golf
6. The contractor agrees to keep in full force for the term of this contract:
 - A. Workmen's Compensation and Employee's Liability
 - B. Comprehensive General Liability
 - C. Comprehensive Automobile Liability
(with amounts no less than \$1000.000).
7. The City agrees to supply and install all fuel that is needed for Club Cars.
8. The City agrees to repair or replace any tire or wheel assemblies that are needed.
9. The City agrees to purchase any additional parts or accessories that are not covered under this service agreement from the contractor.
10. The City agrees that any mechanical or cosmetic repairs due to fire, theft, acts of vandalism, accidents or acts of God will be performed by the contractor at the rate of \$95.00 per hour, plus parts.
11. The City agrees that any cosmetic repairs i.e. body panel dents, broken canopies

and torn seats, during the term of this contract are not the responsibility of the contractor. If the City feels these repairs are necessary, a separate agreement will be made.

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

NORTH SHORE GOLF CAR SERVICE, INC. CONTRACTOR

By:  President

Address:

220 Glen Cove Avenue
Glen Cove, New York 11542

THE CITY OF GLEN COVE
MUNICIPAL GOLF COURSE

THE CITY

By: _____

Title: _____

Address:

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