

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the issuance of serial bonds in an amount not to exceed \$8,891,350, to fund various capital improvements and equipment.

(See Attached)

Resolution offered by Mayor Tenke and seconded by _____

**RESOLUTION TO AUTHORIZE THE CITY TO PURCHASE AND INSTALL
FROM CALGON CARBON CORPORATION (CCC) TWO (2) GAC VESSELS
AT DUCK POND ROAD WELL #30**

WHEREAS, the City of Glen Cove has determined that an emergency exists due to the discovery of Freon 22 in the water wells located at the Duck Pond Road water pumping station; and

WHEREAS, it has been determined that the City of Glen Cove will require goods and services not anticipated to bring the wells back on line and to provide safe and clean drinking water to the residents of the City required to meet peak summer demand; and

WHEREAS, that certain goods and services are vital to the reopening and continued operation of the water wells at Duck Pond Road and that the delay required for competitive bidding would be detrimental to the interests of the residents of the City of Glen Cove and the quality of drinking water provided by the City therein; and

WHEREAS, the City is planning on restoring well #30 at the Duck Pond Road Pumping Station to service as soon as possible in order to meet peak water demand; and

WHEREAS, the City has determined that the two(2) GAC vessels at Duck Pond Road Well #30 need to be replaced in order to put well #30 back into service; and

WHEREAS, the City has received a proposal by CCC to remove and dispose of spent GAC from two vessels and provide 20,000# F300AR virgin acid rinsed GAC in each of the two vessels. The price for this service including freight and field services is \$ 92,200; and

WHEREAS, General Municipal Law Section 103 (4) states:

(4) Notwithstanding the provisions of subdivision one of this section, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of

the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding or competitive offering, contracts for public work or the purchase of supplies, material or equipment may be let by the appropriate officer, board or agency of a political subdivision or district therein.

WHEREAS, it is necessary and in the best interest of the City to dispense with competitive bidding and to move forward on an emergency basis regarding the purchase and installation of a used temporary air stripper; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the emergency purchases of goods and services as follows:

1. The Mayor is hereby authorized to enter into a contract with CALGON CARBON CORPORATION (CCC) to install two new TWO (2) GAC VESSELS at the Duck Pond Road pumping station Well #30 for the sum of Ninety Two Thousand Two Hundred (\$92,200.00) Dollars.

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

**AUTHORIZE RETAINING D&B ENGINEERS AND ARCHITECTS P.C
FOR STORMWATER MANAGEMENT PROGRAM SERVICES**

WHEREAS, the City has previously selected D & B Engineers and Architects P.C. to provide services with regard to the City's current MS-4 program and to prepare the annual report in accordance with the requirements of the New York State DEC; and

WHEREAS, the City would like to continue to the services provided by D & B Engineers and Architects P.C as the City is current working to update its current MS-4 Program; and

NOW, THEREFORE, BE IT RESOLVED THAT D&B Engineers and Architects P.C be and hereby is authorized by the City of Glen Cove to provide stormwater management services with respect to City's MS-4 program; and

BE IT FURTHER RESOLVED, that the Mayor hereby authorized to enter into an agreement with D&B Engineers and Architects P.C to provide MS-4 compliance for a sum not to exceed \$10,600.00

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a contract with Specialty Vehicles, for the purchase of a 2017 AEV E Type 3 Ambulance, in the amount of \$151,572, for the Glen Cove Emergency Medical Services.

Budget Line: A4540-52230

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a contract agreement with Sole Source Vendor, for the purchase of one Power Load Device (\$25,023.18) and one Power Pro Ambulance Stretcher (\$20,009.62) with a five year Service Contract (\$9,194.80).

Budget Line: A4540-52230

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for two Panasonic Tough Book CF20 Laptops plus service contracts; and

WHEREAS, Island Tech Services, submitted the lowest responsible bid; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to accept the lowest responsible bid of Island Tech Services, 980 S. 2nd Street, Ronkonkoma, 11779 New York, in the total amount of \$8,600 (\$3,700 per laptop and \$600 each for warranty).

Budget Line: A4540-52230

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an addendum to lease agreement with LEAF Capital Funding LLC, for leasing of copier systems, payment amended to \$2,443.00 per month, effective May 7, 2018.

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, the City Council hereby authorizes the Mayor to enter into a renewal agreement with CSEA Employee Benefit Fund, to provide benefits to the covered employees under Dutchess Dental Plan and Platinum 12 Vision Plan as specified in agreement.

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

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

(See Attached)

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the Glen Cove Volunteer Ambulance Worker's Service Award Program list for the year 2017, as presented by the Glen Cove Volunteer Emergency Medical Service Corps., is hereby accepted as true and accurate by the Glen Cove City Council; and

BE IT FURTHER RESOLVED, that said list and this Resolution be posted in the Glen Cove EMS Headquarters for a period of thirty days, as required by General Municipal Law.

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove 350 Committee to erect banners and A-frame signs, at various locations April 23, 2018 through May 29, 2018, to advertise “City of Glen Cove 350 Anniversary Weekend”.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Anthony r. Frisa as Information Technology Manager at an annual salary of \$100,000, effective April 16, 2018.

Budget Line: A1680-51101

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints _____ as Laborer, with the Department of Public Works, at an annual salary of \$41,831 (Grade 7, Step 0), effective April 11, 2018.

Budget Line: A8020-51101

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Angela Caruso as part-time Clerk, with Senior Center, at \$13.00 per hour, effective April 11, 2018.

Budget Line: A7030-51120

Resolution 7D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Jacob Rahimzadeh as part-time Clerk, with Finance Department, at \$9.50 per hour, effective May 29, 2018 through August 4, 2018.

Budget Line: A1315-51101

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby adjusts the salary of Louis Larice to \$12.50 per hour, effective April 14, 2018.

Budget Line: CR7180-51120

Resolution 9B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby adjusts the Grade and Salary of Jacqueline Tecce, Senior Center, to Grade 14, Step 9, annual salary of \$65,385.

Budget Line: A6772-51101



CALGON CARBON CORPORATION CARBON SUPPLY AGREEMENT

This Carbon Supply Agreement (this "Agreement") is entered into as of April 2 2018 (the "Effective Date") by and between the City of Glen Cove Water Dept, located in Glen Cove NY ("Subscriber") and Calgon Carbon Corporation, a Delaware corporation, located at 3000 GSK Drive, Moon Township, PA 15108 ("CCC").

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. CCC will supply 40,000 # F300AR Activated Carbon, for the treatment of VOCs at Subscriber's site(s) located at Duck Pond Road. CCC's scope of supply and responsibilities are further defined in Exhibit I and Subscriber's responsibilities are further defined in Exhibit II. Both Exhibits, as well as Exhibit III (general terms and conditions), are attached hereto and incorporated herein by reference.
2. This Agreement shall be in effect from the Effective Date for a period of one year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless terminated by either party upon sixty (60) days written notice.
3. During the Term, a fee of \$ 92,200 exchanged shall be paid for exchange of two vessels 20,000# each, 40,000# total. The fees in this Agreement are based on CCC performing the responsibilities as described in Exhibit I during normal working hours and under reasonable order processing conditions. Rush shipments (Less than 3 days notice) will be subject to a 15% surcharge.
4. CCC will invoice Subscriber on delivery of the carbon. Subscriber agrees to remit payment within thirty (30) days of the invoice date. Any adjustments made will be invoiced on a retroactive basis if they have not been determined when the invoices are issued. All invoices must be paid in full. If Subscriber disputes any portion of an invoice, it will pay the entire invoice when due and once the dispute is resolved, any resulting credit will be made against subsequent invoices. Late payments (payments made after 30 days of invoice date) will be subject to a penalty of 1.25% per month.
5. At the request of the Subscriber, technical assistance will be provided by CCC in an effort to aid in the optimization of results for the Subscriber's specific application. Such assistance will be provided upon such terms as may be mutually agreed upon by both parties. An additional fee may apply.
6. This Agreement constitutes the entire agreement between CCC and Subscriber and may not be modified except by a writing signed by the authorized representatives of each of the parties. CCC shall be obligated to perform only in accordance with the terms of this Agreement and any terms and conditions contained in any purchase order which are different from, conflict

with or add to the provisions of this Agreement shall be deemed to materially alter them and are hereby objected to and rejected by CCC.

City of Glen Cove

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

CALGON CARBON CORPORATION

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

EXHIBIT I
RESPONSIBILITIES OF CALGON CARBON CORPORATION

1. Supply 40,000# F300AR GAC exchanged per year.
2. Supply Type Filtrasorb 300AR (F300AR) Activated Carbon based on the specifications listed hereto
3. Delivered and installed. Spent removal and disposal under CAN# once established.
4. Bulk Truck exchange with Field services on-site.

EXHIBIT II
RESPONSIBILITIES OF SUBSCRIBER

1. Provide Utility water for exchange.
2. Assist CCC field service personnel.
3. Provide all testing and analysis.

EXHIBIT III

GENERAL TERMS AND CONDITIONS

1. ASSIGNMENT: Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that CCC may assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with CCC or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the products or services without Subscriber's consent.

2. FORCE MAJEURE: Neither party shall be liable to the other party for failure to perform any of its obligations hereunder (except for the payment of money) due to an Act of God, terrorism, court order, accident, fire, flood, riot, war, sabotage, explosion, strike or labor disturbance (however neither party shall be obligated to settle any strike or similar dispute even if it is able to do so), national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material shortage, equipment or transportation shortage or unavailability, or any similar or different contingency beyond the party's reasonable control which would make performance impractical, whether or not the contingency is of the same class as those enumerated above (the foregoing conditions and events herein referred to individually and collectively as "Force Majeure"). The party invoking Force Majeure shall provide the other party with prompt written notification and shall advise the other party of its estimate as to when the Force Majeure condition will end. If CCC invokes Force Majeure related to part or all of the services provided hereunder, no fees related to the areas covered by the Force Majeure claim shall be payable so long as the Force Majeure condition continues. If Subscriber invokes Force Majeure, only those fees associated with the on-site equipment will be payable during the period of Force Majeure.

3. FEE ADJUSTMENT: Following the Initial Term, the fees payable pursuant to this Agreement will be adjusted, effective January 1st of each calendar year, by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor:

- (A) Producer Price Index of other Petroleum and Coal Products Manufacturing, and
- (B) Producer Price Index of Basic Organic Chemicals.

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent adjustment to which all U.S. manufactured materials will be subject. Fees covered by this Agreement will, at no time during the Term, be reduced.

CCC's fees are based upon an average terminal time for a carbon delivery of four (4) hours. If the terminal time routinely exceeds four (4) hours, CCC and Subscriber hereby agree to review the reasons for the excess terminal time and, if possible, take corrective action. If corrective action is not possible and the cause is due to factors that are related to Subscriber's activities or procedures, then CCC reserves the right to charge Subscriber for the actual demurrage costs in excess of four (4) hours.

4. WARRANTY: CCC warrants that all activated carbon products (at the time of delivery) and services (at the time of performance) provided under this Agreement shall conform to the specifications for such product or service as published by CCC from time to time during the term of this Agreement. Subscriber shall promptly notify CCC of any non-conforming goods or services. Thereafter, CCC shall confirm that non-conformity and, at CCC's option and expense, repair or replace the non-conforming product or service. This shall serve as Subscriber's sole and exclusive remedy. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE ACTIVATED CARBON PRODUCTS OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT OTHER THAN THOSE CONTAINED IN THIS PARAGRAPH. ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. INDEMNIFICATION: Subscriber shall indemnify and save CCC harmless at all times from and against any liability on account of any and all claims, damages, law suits, litigation, expenses, counsel fees, and compensation relating to property damages or injuries (including death), arising out of its performance under this Agreement. Subscriber will reimburse CCC for damages to CCC's equipment on the adsorption site, including the CCC bulk delivery trailer, or to the activated carbon caused by the negligence or willful misconduct of Subscriber, its employees, representatives, or agents. In the case of repeated acts of negligence or willful misconduct, CCC shall have the additional right to terminate this Agreement.

6. LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall CCC or its contractors or suppliers of any tier be liable to Subscriber for any indirect, special, consequential, incidental or punitive damages as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort (including negligence or strict liability) or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), CCC's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom CCC is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to CCC hereunder, and (b) One Million Dollars (\$1,000,000).

All Claims shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Subscriber shall maintain insurance on all equipment and goods to be serviced hereunder in amounts at all times equal to their full replacement cost, and such insurance shall remain in effect regardless of the cause of the loss or damage, even if such loss or damage shall be caused by CCC. Subscriber and its insurer shall waive all subrogation rights under such policies. CCC shall have no liability to Subscriber for any losses that are insured against, or were required to be insured against, by Subscriber pursuant to the previous sentence. Furthermore, Subscriber will hold CCC harmless from and against liens and claims against the adsorption system due to its location on Subscriber's premises.

7. TAXES, PERMITS, TARIFFS AND LICENSES: The fees provided for in this Agreement to be paid by Subscriber to CCC do not include any taxes, licenses, government tariffs or other assessments. Subscriber agrees to pay any sales and use taxes upon or measured by CCC's services provided hereunder and for all applicable licenses, property taxes, personal property taxes and other taxes, fees, licenses, government tariffs or other assessments imposed on the adsorption system (or carbon) and the adsorption system site or upon the installation and operation of the carbon and will prepare and submit all documents, plans, and schedules which may be required by governmental agencies with the reasonable assistance of CCC where necessary. Subscriber shall provide CCC with a direct pay permit for sales tax, an affidavit of sales tax exemption, or an affidavit that equipment, products, and services are exempt from sales tax, or CCC has the right to invoice Subscriber for said taxes on each invoice.

8. VIDEOTAPING: From time to time certain Subscribers desire to videotape the activities of CCC representatives during presentations, conductance of training, or other on-site activities. If Subscriber desires to videotape such activities, a separate videotaping agreement shall be executed, in the interest of protecting both parties from any liabilities which may potentially result from such videotaping.

9. CONFIDENTIALITY: Other than in the performance of the terms of the Agreement, neither Subscriber nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of CCC (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Subscriber agrees that all pricing, discounts, design drawings and technical information that CCC provides to Subscriber are the confidential and proprietary information of CCC, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Subscriber under this Agreement; (b) becomes available to Subscriber from a source other than CCC without breach of any obligation of confidentiality; (c) was independently developed by Subscriber without violation of CCC's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Subscriber; (d) is used or disclosed with the prior written approval of CCC; (e) is information previously known to Subscriber as evidenced by written records maintained by Subscriber in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Subscriber becomes legally compelled (by oral questions, interrogatories, requests for

information or documents, subpoenas, investigative demands or similar process) to disclose. If Subscriber becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Subscriber shall provide CCC with prompt written notice so that CCC may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if CCC waives compliance with the provisions of this Agreement, Subscriber shall furnish only that portion of the confidential information which Subscriber is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information.

10. MANAGEMENT OF CHANGE: CCC is constantly striving to improve its products and capabilities and to provide the best product to its customers. CCC may from time to time develop product improvements or alterations with respect to the products hereunder (the "Product Improvements"), and CCC may implement such Product Improvements without notice to Subscriber so long as the performance of the products will not be materially diminished, as determined in CCC's sole discretion, and so long as CCC has not separately agreed in writing to provide such notification to Subscriber. In the event that CCC has agreed in writing to provide notice of Product Improvements to Subscriber (the "Notice"), then CCC shall provide such Notice in accordance with the terms set forth in the separate writing.

11. EXPORT CONTROLS: Subscriber acknowledges that the products and related technology are subject to U.S. export controls and economic sanctions, which may include the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control. Subscriber further acknowledges that the reexport of the products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the reexport or retransfer of the products and/or related technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Subscriber agrees to comply with all applicable U.S. export control and economic sanctions laws and regulations. It is the sole responsibility of the Subscriber to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the products and/or related technology. CCC makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Subscriber's inability to obtain such licenses or other authorization or for any violation by Subscriber of any applicable export control and/or economic sanctions laws and regulations. Subscriber will indemnify CCC and hold it harmless from any liability resulting from Subscriber's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, CCC shall have the right to terminate this Agreement immediately upon the determination by CCC, in CCC's sole discretion, that Subscriber has breached, intends to breach, or insists upon breaching any of the provisions in this section.

12. TERMINATION: CCC may cancel this Agreement if any of the following occurs:
(a) Subscriber becomes insolvent; (b) Subscriber ceases to conduct its operations in the normal

course of business; (c) Subscriber is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Subscriber files a voluntary petition in bankruptcy; (e) Subscriber suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Subscriber or for a substantial part of its property; (g) Subscriber fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Subscriber executes an assignment for the benefit of its creditors. In the event of such cancellation, CCC shall have all rights and remedies set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity.

13. APPLICABLE LAW: This Agreement will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regards to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction represented hereby. The parties hereto agree to the exclusive jurisdiction of any state court situated in Allegheny County, Pennsylvania or in any Federal court situated in the Western District of Pennsylvania.

14. MISCELLANEOUS:

(a) In the event of any legal proceeding between CCC and Subscriber relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(b) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(c) CCC's failure to enforce, or CCC's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

(d) CCC reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement.

(e) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein, or at such other address as either party may from time to time designate to the other.

(f) Subscriber agrees that it will not use CCC's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without CCC's prior written consent.

(g) This Agreement does not constitute either party as the agent or legal representative of the other for any purpose whatsoever.



CERTIFICATE OF LIABILITY INSURANCE

9/1/2017

DATE (MM/DD/YYYY)
5/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1425298 Calgon Carbon Corporation 3000 GSK Drive Moon Township PA 15108	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B: XL Specialty Insurance Company	
	INSURER C: Berkley Assurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CALCA

CERTIFICATE NUMBER: 14641063


REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	GLO 0111179 00	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 0111180 00	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000	N	N	US00062059LI17A	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 50,000,000 \$ XXXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 0111177 00 (Ded) WC 0111178 00 (Retro)	6/1/2017 6/1/2017	6/1/2018 6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	N	PCAB-5001305-0916	9/1/2016	9/1/2017	\$5,000,000 per claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

14641063 Calgon Carbon Corporation 3000 GSK Drive Moon Township PA 15108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



SALES SPECIFICATION SHEET

FILTRASORB 300 AR

Acid Rinsed Granular Activated Carbon

Test	Specification		Calgon Carbon Test Method
	Min	Max	
IODINE NUMBER, mg/g	900	-	TM-4,ASTM D4607
MOISTURE (AS PACKAGED), wt%	-	2	TM-1,ASTM D2867
ABRASION NUMBER	75	-	TM-9,AWWA B604
WATER SOLUBLE ASH, wt%	-	1	TM-16
EFFECTIVE SIZE, mm	0.8	0.9	TM-47,ASTM D2862
ASH, wt%	-	10	ASTM D2866, TM-5
8 US MESH [2.36 mm], wt%	-	15	TM-8,ASTM D2862
< 30 US MESH [0.600 mm] (PAN), wt%	-	4	TM-8,ASTM D2862

Typical Properties:

This product complies with the requirements for activated carbon as defined by the Food Chemicals Codex (FCC) (8th Edition) published by the U.S. Pharmacopela.

Only products bearing the NSF Mark are Certified to NSF/ANSI 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packing or documentation shipped with the product.

Calgon Carbon Corporation's activated carbon products are continuously being improved and changes may have taken place since this publication went to press. (1978-12/09/2013)



330 Crossways Park Drive. Woodbury, New York 11797

516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

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March 9, 2018

Lou Saulino, P.E., Director
City of Glen Cove
Department of Public Works
City Hall
9 Glen Street
Glen Cove, NY 11542

Re: Proposal for 2018 Stormwater Management Program Services
MS4 Permit Compliance Activities

Dear Mr. Saulino:

D&B Engineers and Architects, P.C. (D&B) is pleased to provide you with this proposal to continue assisting the City in maintaining its mandated compliance with the DEC General Permit for Stormwater Discharges from MS4s. As you are aware, the current version of the MS4 General Permit (No. GP-0-15-003) has been administratively extended by DEC during the Permit renewal and public comment process. When final, the updated MS4 General Permit is expected to replace the current MS4 General Permit, include additional regulatory requirements, and be effective for a five-year term. D&B has been closely monitoring the MS4 General Permit renewal process and provided comments to DEC on the initial Draft version of the updated MS4 General Permit. As part of our annual municipal stormwater tasks for the City, D&B will continue to review DEC's latest proposed revisions to the MS4 General Permit and submit technical comments to DEC on behalf of the City.

As in previous years, our proposal focuses on the required Annual Report and offers selected services aimed at supporting the City's Stormwater Management Program (SWMP) in accordance with other provisions of the current MS4 General Permit. Compliance with anticipated requirements of the soon-to-be updated MS4 General Permit are not included within this scope of work. D&B can provide a subsequent proposal to address the updated MS4 General Permit provisions once the DEC has finalized the renewal process.

As you are aware, DEC and EPA are continuing to implement their municipal audit/inspection program and enforce compliance with the mandated and implicit requirements of the current MS4 General Permit. While we cannot predict the severity, degree or scheduling of their future enforcement activities, please be aware that the services offered below are tasks designed to assist the City in meeting specific conditions required for compliance with the MS4 General Permit. Accordingly, we offer the following selected services based on our monitoring of DEC/EPA MS4

"50+ Years of Facing Challenges, Finding Solutions... Since 1965"

Lou Saulino, P.E., Director
City of Glen Cove
Department of Public Works
March 9, 2018

Page 2

General Permit renewal process, enforcement activities, administrative orders, compliance schedules, fines and our understanding of the Permit provisions upon which they appear to be particularly focused:

Task 1: Prepare 2018 SWMP Annual Report for Submittal to DEC

To assist the City in complying with the annual reporting requirements of the MS4 General Permit, D&B will:

- Review and incorporate new or revised MS4 General Permit or annual reporting requirements based on new policy statements, guidance memoranda or forms from federal or state agencies;
- Consult with City staff in person and/or via teleconference to conduct a review of:
 - The current and anticipated MS4 General Permit requirements;
 - The City's comprehensive SWMP activities since March 2017; and
 - The City's Watershed Improvement Strategy (WIS) activities and progress towards meeting the MS4 General Permit milestones and requirements for reducing the discharge of pollutants to Hempstead Harbor since September 2017;
- Evaluate comments, if any, from DEC on last year's (2016-2017) SWMP Annual Report as applicable;
- Prepare a Draft SWMP Annual Report on the mandated DEC reporting forms for review by the City;
- Assist the City in making the Draft SWMP Annual Report available for public review;
- Incorporate comments provided by the City and/or the public on the Draft SWMP Annual Report as applicable; and
- Prepare the Final SWMP Annual Report for signature and submittal by the City to DEC by June 1, 2018.

Task 2: Prepare 2018 SWMP Interim Progress Report for Submittal to DEC

To assist the City in complying with the semi-annual reporting requirement of the MS4 General Permit, D&B will:

Lou Saulino, P.E., Director
City of Glen Cove
Department of Public Works
March 9, 2018

Page 3

- Review and incorporate new or revised MS4 General Permit or semi-annual reporting requirements based on new policy statements, guidance memoranda or forms from federal or state agencies;
- Consult with City staff in person and/or via teleconference to conduct a semi-annual review of the City's WIS activities between March 2018 and September 2018;
- Evaluate comments, if any, from DEC on last year's (2017) SWMP Interim Progress Report as applicable;
- Prepare a Draft SWMP Interim Progress Report on the mandated DEC reporting form for review by the City;
- Incorporate comments provided by the City as applicable; and
- Prepare the Final SWMP Interim Progress Report for signature and submittal by the City to DEC by December 1, 2018.

Task 3: Municipal Self-Assessment at Three City Facilities

To continue assisting the City in complying with Section VII.A.6.a.i of the MS4 General Permit, D&B will conduct stormwater pollution prevention self-assessments at three City facilities to be determined by the City. The self-assessments will begin with a brief introduction covering the requirements of the MS4 General Permit, an overview of the assessment process and the necessary documentation procedures. A tour of the facility will then be conducted where operations are observed and potential storm quality impacts are identified and discussed. It will be beneficial to have City staff familiar with the facility's operations in attendance at each of the demonstrations. General best management practices that can be used to reduce the potential impact of operations on stormwater pollution will also be identified and discussed. D&B will provide documentation summarizing the findings of the stormwater self-assessments and recommended best management practices that could be implemented at the assessed City facilities to minimize stormwater pollution.

Task 4: Contingencies

The purpose of this task is for the City to be prepared to respond to relatively minor, unforeseen issues associated with the overall management and monitoring of the SWMP. Such unforeseen issues could include, but are not necessarily limited to, responding to DEC or EPA documentation requests; coordinating, scheduling and/or attending a meeting with DEC or EPA; or slight overruns of other task estimated costs. Contingencies are normally addressed on a case by case basis. The advantage of a contingency fund is to be able to address relatively minor, unforeseen issues in a timely fashion without the need for change orders or other contract modifications.

Lou Saulino, P.E., Director
City of Glen Cove
Department of Public Works
March 9, 2018

Page 4

COST

The proposed lump sum fees for each work task are presented in the table below. Please check the appropriate box(es) for those task(s) you wish D&B to provide and sign below under "Accepted By."

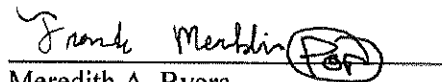
Deliverable	Fee	Accepted
Task 1 2018 SWMP Annual Report	\$3,600	<input type="checkbox"/>
Task 2 2018 SWMP Interim Progress Report	\$2,500	<input type="checkbox"/>
Task 3 Municipal Self-Assessment – Three Facilities	\$1,500	<input type="checkbox"/>
Task 4 Contingencies	\$3,000	<input type="checkbox"/>

We have appreciated the opportunity to assist the City with stormwater management in the past and look forward to continuing those efforts. If there are any questions, please do not hesitate to call us at (516) 364-9890.

Very truly yours,



Philip R. Sachs, P.E.
Vice President



Meredith A. Byers
Associate

PRS/MABt/kap
◆PX9296\PRS030718LS-Ltr(R01)

ACCEPTED BY:

Signature

Date

Name



ADDENDUM TO LEASE AGREEMENT

Lease No.: 100-1476936-003

This Addendum is made part of the Lease Agreement referenced above ("Lease") between **LEAF Capital Funding, LLC** ("LEAF," "we" "us" and "ours") and **City of Glenn Cove** ("Customer," "you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Lease. If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum will control and prevail. Customer has requested, and LEAF has agreed, that the Lease Payment and the Equipment subject to the Lease is revised to the extent indicated below to reflect the following changes:

Added (A) or Removed (R)	Make/Model	Serial #
A	Fax Option	Adding to: Serial Number:

The above described Equipment shall constitute changes to the "Equipment" for all purposes of the Lease. As a result of the foregoing, the Lease Payment shall be revised to: **\$2443.00**, plus applicable taxes, commencing with the Lease Payment due on **May 7, 2018** and continuing for the remainder of the term of the Lease.

To the extent not previously paid, Customer authorizes LEAF to pay the Equipment purchase price for such additional equipment.

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect.

IN WITNESS WHEREOF, Customer and LEAF have caused this Addendum to be executed by their duly authorized representatives as of the date set forth below.

Customer: City of Glenn Cove

LEAF CAPITAL FUNDING, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Senior Center and DPW

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1490.51101	Annual Salaries	\$43,326.82	
A7030.51101	Annual Salaries		\$43,326.82

Reason for Transfer:

TO TRANSFER FUNDS SINCE EMPLOYEE HAS BEEN TRANSFERRED TO ANOTHER DEPARTMENT.

Department Head Signature: _____ Date: _____

City Controller Approval: Sandra Clarson
Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance
Dept, email=sclarson@cityofglencove.ny.org, c=US
Date: 2018.04.06 11:53:37 -0400 Date: 4/6/18

City Council Approval – Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Senior Center

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A6772-54310	Food		\$ 2,474.61
A6772-51101	Annual Salaries	\$ 2,474.61	

Reason for Transfer:

To satisfy the grade change for Jacqueline Tecce who will be raised from a Grade 13 to Grade 14. This is to reflect the difference in the amount of salary from Pay Period #9 through Pay Period #26B (04/15/2018 - 01/05/2019).

Department Head Signature: Carol Waldman Digitally signed by Carol Waldman
Date: 2018.04.04 16:23:53 -04'00' Date: 4/4/2018

City Controller Approval: _____ Date: _____

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 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A4540-52230	EQUIPMENT REPLACEMENT		\$214,399
A4540-41641	EMS AMBULANCE FEES	(\$214,399)	

Reason for Amendment:

Transfer funds to purchase 2017 E-350 Ambulance, stretcher and 2 tough books for the EMS department.

Department Head Signature: _____ Date: _____

City Controller Approval: _____ Date: _____

City Council Approval-Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

GCF-1 (7/08)

BUDGET YEAR 20 18

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A5110-54324	General Supplies		\$5,000.
A5142-54324	General Supplies-Snow	\$5,000.	
A5110-55420	Repairs & Maintenance		\$5,000.
A5142-54324	General Supplies	\$5,000.	

Reason for Transfer:

The reason for transfer is to cover snow invoices Atlantic & Bittle - Sand/Salt For March. Purchase orders don't have enough money in them to cover neither does the fund line.

Department Head Signature:

[Signature]

Date:

3/28/18

City Controller Approval:

[Signature]

Date:

3/28/18

City Council Approval - Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Finance

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1315.51101	Annual Salaries	\$2,900.00	
A1315.51120	Hourly Salaries		\$2,900.00

Reason for Transfer:

TRANSFER TO FUND PART TIME SUMMER INTERN IN THE FINANCE DEPARTMENT.

Department Head Signature:

Sandra Clarson

Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove,
ou=Finance Dept,
email=sclarson@cityofglencove.ny.org, c=US
Date: 2018.03.29 12:48:20 -0400

Date: _____

City Controller Approval:

Date: _____

City Council Approval – Resolution Number: _____

Date: _____

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Glen Cove, in the

County of Nassau, New York

April 10, 2018

* * *

A regular meeting of the City Council of the City of Glen Cove, in the County of Nassau, New York, was held at the City Hall, Glen Cove, New York, on April 10, 2018.

There were present: Hon. Timothy Tenke, Mayor; and

Councilpersons:

There were absent:

Also present: Tina Pemberton, City Clerk

* * *

_____ offered the following ordinance and moved its
adoption:

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED APRIL 10, 2018, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$8,891,350, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSES, AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,891,350 TO FINANCE SAID APPROPRIATION

THE CITY COUNCIL OF THE CITY OF GLEN COVE, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY ORDAINS (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City Council of the City is hereby authorized to construct, acquire or undertake the various projects as described in **column A of Schedule I**, attached hereto and made a part hereof, at the estimated maximum costs indicated in **column B of said Schedule I**. The estimated total cost of such projects, including preliminary costs and costs incidental thereto and the financing thereof, is \$8,891,350 and said amount is hereby appropriated for such purposes. The plan of financing includes the issuance of bonds of the City in the principal amount of not to exceed \$8,891,350 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. Any grant and other funds received on account of the projects referred to in said **Schedule I** are hereby authorized to be applied toward

the cost of such projects or the payment of debt service relating to any bonds or notes issued to finance such projects.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$8,891,350 are hereby authorized to be issued in the principal amounts indicated in **column C of said Schedule I** for each of the respective objects or purposes indicated in **column A of said Schedule I**, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance a portion of the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes and classes of objects or purposes for which said bonds are authorized to be issued, within the limitations of §11.00 a. of the Law as indicated in **column E of said Schedule I**, are set forth in **column D of said Schedule I**.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this ordinance for the objects or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit

of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this ordinance and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the City Controller, the chief fiscal officer of the City.

Section 7. The validity of the bonds authorized by this ordinance, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

Section 8. This bond ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing ordinance, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in the “*Gold Coast Gazette*,” a newspaper having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

The adoption of the foregoing ordinance was seconded by

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

AYES:

NOES:

The ordinance was declared adopted.

Schedule I
2018 Capital Improvement Plan

A	B	C	D	E
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Period of Probable Usefulness	PPU Section 11.00 a
Senior Center:				
Elevator	\$ 50,000	\$ 50,000	10	13
Acquisition of bus	77,718	77,718	5	29
Boiler replacement and steam elimination	391,883	391,883	10	13
Harbor Patrol:				
Acquisition of harbor patrol boat	123,772	73,772	10	26
Finance:				
Acquisition of Munis Requisition Module	4,037	4,037	5	32
Bathroom improvements	5,000	1,500	15	12(a)(2)
Acquisition of Formax Auto Sealer Machine	10,882	10,882	5	32
Fire Department				
Acquisition of mobile equipment	82,728	82,728	5	32
Acquisition of Scott Air Packs	225,000	70,000	5	32
Fire Department floor replacement	126,950	126,950	15	12(a)(2)
Fire Department Dispatch				
Dispatch room improvmenets	193,600	193,600	15	12(a)(2)
Department of Public Works: Roads				
Acquisition of dump trucks	61,895	61,895	15	28
Mill Pond floatable debris screen	32,497	32,497	5	35
Acquisition of a back hoe	105,595	105,595	15	28
Road and drainage improvements	1,600,000	1,600,000	15	20(c)
Orchard neighborhood and Sea Cliff Ave BOA	100,000	60,000	5	62
Pedestrian crosswalk	452,760	56,000	10	24
Acquisition of snow plow attachments	24,988	12,494	5	32
Acquisition of radios	100,000	100,000	5	32
Department of Public Works: City Hall				
Engineering design for Pulaski Street garage	135,000	40,000	5	62
Court Room façade improvements	70,000	70,000	15	12(a)(2)
Acquisition of fuel dispensers for public	55,000	40,000	5	35

A	B	C	D	E
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Period of Probable Usefulness	PPU Section 11.00 a
works, fire house and golf course				
Design specifications for second floor finance renovations	\$ 125,000	\$ 15,000	5	62
Acquisition of third floor air conditioning unit	27,000	27,000	10	13
Acquisition of IT/assessment air conditioning stand alone unit	10,000	2,000	10	13
Animal Shelter				
Design of isolation units	13,500	13,500	5	62
Parks and Recreation:				
East Beach Road emergency repairs	35,000	35,000	15	19(c)
Morgan Park Lower Boathouse	30,000	30,000	15	19(c)
Waterside recreational redevelopment for South Side of Glen Cove Creek	584,180	246,908	15	19(c)
World War Two Veterans monuments	42,000	42,000	15	19(c)
Police Department:				
Acquisition of outdoor cameras	19,065	19,065	5	32
Acquisition of mandatory 911 improvements	10,000	10,000	5	32
Acquisition of Ford interceptor vehicles	133,603	89,069	3	77
Acquisition of police radios for Ford vehicles	10,523	4,000	5	32
Emergency Borrowing				
Fire Department:				
Acquisition of a Fire Truck, including apparatus (\$900,000 previously authorized on March 28, 2017)	1,291,257	391,257	20	27
Water:				
Seamans Road rehabilitations engineering	430,000	430,000	5	62
Seamans Road rehabilitations	2,500,000	2,070,000	40	1
Kelly Street improvements	130,000	130,000	40	1
Duck Pond Road well improvements	100,000	100,000	40	1
Duck Pond Road leaching remediation	100,000	100,000	40	1
Duck Pond Road air stripper	858,000	858,000	40	1
GAC replacement	140,000	140,000	40	1

A	B	C	D	E
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Period of Probable Usefulness	PPU Section 11.00 a
Compliance plans	12,000	12,000	40	1
Locust Valley interconnection	15,000	15,000	40	1
Well No. Thirty contingency	\$ 50,000	\$ 50,000	40	1
Department of Public Works: Roads				
Morgan Beach, Prybil Beach, sand and benches	300,000	300,000	15	19(c)
Beach Wall	<u>500,000</u>	<u>500,000</u>	15	19(c)
TOTAL CAPITAL PLAN 2018		<u>\$8,891,350</u>		

CERTIFICATE

I, TINA PEMBERTON, City Clerk of the City of Glen Cove, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Glen Cove duly called and held on April 10, 2018, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Glen Cove this 10th day of April, 2018.

(SEAL)

City Clerk

LEGAL NOTICE

The ordinance, a summary of which is published herewith, has been adopted on April 10, 2018, and the validity of the obligations authorized by such ordinance may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF GLEN COVE, in the County of Nassau, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

TINA PEMBERTON
City Clerk

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED APRIL 10, 2018, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$8,891,350, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSES, AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,891,350 TO FINANCE SAID APPROPRIATION

The objects or purposes for which the bonds are authorized consist of various capital improvements in and for the City of Glen Cove, as further described in the City's 2018 Capital Improvement Plan, at the estimated total cost of \$8,891,350.

The amount of obligations authorized to be issued is not to exceed \$8,891,350.

The periods of usefulness are various periods from 3 to 40 years.

A complete copy of the Bond Ordinance summarized above shall be available for public inspection during normal business hours at the office of the City Clerk, City of Glen Cove, City Hall, Glen Cove, New York.

Dated: April 10, 2018
Glen Cove, New York