

Resolution offered by Councilwoman Panzenbeck and seconded by_____

BE IT RESOLVED, that the Glen Cove Fee Schedule is hereby amended, as follows, effective August 1, 2018:

Ch. 270: Water Rates

| Size of Meter (Inches) | Allowance (Gallons) | Current | Proposed |
|-----------------------------------|--------------------------------|----------------|-----------------|
| 5/8 | 9,000 | \$21.24 | \$24.43 |
| ¾ | 12,000 | \$28.32 | \$32.57 |
| 1 | 21,000 | \$49.56 | \$56.99 |
| 1 ½ | 30,000 | \$70.80 | \$81.42 |
| 2 | 45,000 | \$106.20 | \$122.13 |
| 3 | 90,000 | \$225.68 | \$259.53 |
| 4 | 135,000 | \$358.43 | \$412.19 |
| 6 | 255,000 | \$712.43 | \$819.29 |

Residential meters read and excess water billed quarterly in arrears:

| | Current | Proposed |
|----------------------|--------------------------|--------------------------|
| First 45,000 gallons | \$2.36 per 1,000 gallons | \$2.71 per 1,000 gallons |
| Next 45,000 gallons | \$2.66 per 1,000 gallons | \$3.06 per 1,000 gallons |
| Over 90,000 gallons | \$2.95 per 1,000 gallons | \$3.39 per 1,000 gallons |

Commercial meters read and excess water billed monthly in arrears:

| | Current | Proposed |
|--------------------------|--------------------------|--------------------------|
| 0 – 15,000 gallons | \$2.60 per 1,000 gallons | \$2.99 per 1,000 gallons |
| 15,001 – 30,000 gallons | \$2.95 per 1,000 gallons | \$3.39 per 1,000 gallons |
| 30,000 – 122,000 gallons | \$3.25 per 1,000 gallons | \$3.74 per 1,000 gallons |
| 122,000 + gallons | \$2.86 per 1,000 gallons | \$3.29 per 1,000 gallons |

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that Mayor Timothy Tenke, as Mayor of the City of Glen Cove, is hereby authorized and directed to file an application for the 2018 Consolidated Funding Application in an amount not to exceed \$944,000.00 and upon approval of said request to enter into and execute a project agreement with the State for such financial assistance to the City of Glen Cove for the Seaman Road Station Capital Improvements.

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with D&B Engineers, for engineering services associated with the evaluation of the feasibility of constructing a water supply well at the site of the former Coles School property, in the amount of \$4,500.

Funding: F8300 55438

July 24, 2018

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Coughlin & Gerhart LLP, to provide legal counsel for Genova v. City of Glen Cove – Appeal to Second Circuit Court of Appeals, in an amount not to exceed \$15,000.

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Unified Court System (UCS), for the purpose of obtaining a reimbursement for cleaning and minor repair services for the Glen Cove City Court facilities, effective April 1, 2018 through March 31, 2019, with initial reimbursement of \$77,693.

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 Total Technology Solutions to provide Datto monthly back up from April 1, 2018 through July 31, 2018, at a cost of \$2,964 per month and effective August 1, 2018 to December 31, 2018, at a cost not to exceed \$2,335 per month.

Resolution 6G

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)

July 24, 2018

Resolution offered by Mayor Tenke and seconded by _____

**RESOLUTION AUTHORIZING THE MAYOR TO SETTLE A GRIVANCE
FILED BY CSEA ON BEHALF OF AN EMPLOYEE OF THE CITY OF GLEN
COVE**

WHEREAS, CSEA has filed a Grievance regarding an employee employed by the City; and

WHEREAS, the matter was fully discussed in executive session regarding the proposed settlement or the resolution of the various matters; and

WHEREAS, the City Council feels that it is in the best interests of the City for the Mayor to execute stipulations of settlement resolving the matters herein; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Mayor is hereby authorized to execute a stipulation of settlement for the employee matter named in executive session.

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept funding for 2018 New York State Office for the Aging in the amount of \$9,500, for the Senior Center.

July 24, 2018

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the North Country Reform Temple to erect lawn signs July 22, 2018 through August 7, 2018, to advertise annual “Yard Sale”.

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes St. John's of Lattingtown to erect lawn signs September 8, 2018 through September 25, 2018, to advertise annual "Yard Sale".

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Junior Soccer to host their annual parade and closing of the following streets, September 15, 2018, 9:30 a.m. through 11:00 a.m.

Closing:

Forest Avenue

School Street

Brewster Street

Pratt Blvd.

Glen Cove Avenue

Morris Avenue

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize Tans Tikkun Alliance of North Shore, Sid Jacobson JCC, to hold their annual “Campaign Against Hunger”, a Community Outreach Program, in Pulaski Street Garage, on Sunday, November 18, 2018 from 10:00 a.m. to 3:00 p.m.

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint the following persons to Parks and Recreation as indicated:

| <u>Name</u> | <u>Position</u> | <u>Salary</u> | <u>Effective Date</u> |
|--------------------|------------------------|----------------------|------------------------------|
| Stuart Plosky | Lifeguard | \$18.00 per hour | 7/16/18 – 10/1/18 |
| Sean Drennan | Recreation Leader | \$10.00 per hour | 7/2/18 – 8/10/18 |
| Michael Mack | Seasonal Laborer | \$10.50 per hour | 7/25/18 – 11/30/18 |

Funding: CR 7140-51120

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends Resolution 7F, dated June 26, 2018, as indicated:

| <u>Name</u> | <u>Salary</u> | <u>Effective Date</u> |
|--------------------|----------------------|------------------------------|
| Shade Hightower | \$14.00 per hour | 7/2/2018 |
| Heather Arena | \$10.00 per hour | 7/2/2018 |
| Jennifer Giambrone | \$10.00 per hour | 7/2/2018 |
| Timothy Ayres | \$13.50 per hour | 7/2/2018 |
| Kayla Morrissey | \$11.00 per hour | 7/2/2018 |
| Doreen Beglin | \$17.50 per hour | 7/2/2018 |

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the annual salary for Planning Board Secretary of \$54,700.

Budget Line A8020-51101

July 24, 2018

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby promotes Nancy Andreiev to Employee Benefits Representative, with Personnel Department, at an annual salary of \$70,146 effective July 25, 2018.

Budget Line A1425-51101

Resolution 7D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Persenna Davis as Crossing Guard, with Police Department, at \$45.00 per day, effective July 25, 2018.

Budget Line PD3120-51120

July 24, 2018

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Kyle Simpson as Seasonal Cleaner, with Department of Public Works, at \$12.00 per hour effective July 25, 2018.

Budget Line A1490-51120

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Theresa Moschetta and Michael P. Swirnoff to Finance Committee, effective July 25, 2018 through July 25, 2020.

****Resolution defeated by a vote of three (3) ayes and four (4) nays, with Councilmen Capobianco, Zangari, DiLeo and Maccarone voting nay.**

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the following salary adjustments to Parks and Recreation as indicated:

| <u>Name</u> | <u>Salary</u> | <u>Effective Date</u> |
|--------------------|----------------------|------------------------------|
| Jessica Dawes | \$18.00 per hour | 7/16/18 – 10/1/18 |
| Livia Muzante | \$16.00 per hour | 7/16/18 – 10/1/18 |
| Michael Burrell | \$18.00 per hour | 7/16/18 – 10/1/18 |
| Maryssa Berka | \$18.00 per hour | 7/16/18 – 10/1/18 |
| Kathleen Lennon | \$18.00 per hour | 7/16/18 – 10/1/18 |
| Leah Dwyer | \$15.00 per hour | 7/16/18 – 10/1/18 |
| Maggie Muzante | \$15.00 per hour | 7/16/18 – 10/1/18 |
| Nicholas Milanese | \$15.00 per hour | 7/16/18 – 10/1/18 |
| | | |
| Ruban Santana | \$15.00 per hour | 7/16/18 – 10/1/18 |
| Ryan Porteus | \$15.00 per hour | 7/16/18 – 10/1/18 |
| Joey Kaier | \$15.00 per hour | 7/16/18 – 10/1/18 |

Funding: CR 7140-51120



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

BUDGET TRANSFER FORM

DEPARTMENT: Mayor Office

BUDGET YEAR 2018

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | INCREASE BUDGET | DECREASE BUDGET |
|-------------------|------------------------|--------------------|--------------------|
| A1990-55940 | Contingency | | \$6,600.00 |
| A7550-55557 | Celebrations | \$6,600.00 | |
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Reason for Transfer:

Transfer funds to cover the unbudgeted cost of Cinema in the Streets
for 2018.

Department Head Signature:

Ima D. Torhe

Date:

07/17/18

City Controller Approval:

Nicholas Clausen

Date:

07/17/18

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Recreation Department

BUDGET YEAR 2018

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | EST. REVENUE INCREASE (DECREASE) | APPROPRIATION INCREASE (DECREASE) |
|-------------------|------------------------|--|---|
| CR7140-54300 | SUPPLIES | | 3938.00 |
| CR7140-42770 | MISCELLANEOUS REVENUE | 3938.00 | |
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Reason for Amendment:

Donation from Michael Cervini for batting cages renovations to offset the cost of netting or turf

Department Head Signature:

Darcia A. Belyer

Date:

6-21-18

City Controller Approval:

India Clasen

Date:

6-22-18

City Council Approval-Resolution Number:

Date:



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

BUDGET TRANSFER FORM

DEPARTMENT: Information Technology

BUDGET YEAR 2018

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | INCREASE BUDGET | DECREASE BUDGET |
|-------------------|------------------------|--------------------|--------------------|
| A1990-55940 | Contingency | | \$2,732.00 |
| A1680-55438 | Contracted Services | \$2,732.00 | |
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Reason for Transfer:

Transfer funds to cover the Advanced Email security for 249 users for one year.

Department Head Signature:

Date:

07/17/18

City Controller Approval:

Date:

07/17/18

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: City Attorney

BUDGET YEAR 2018

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | INCREASE BUDGET | DECREASE BUDGET |
|-------------------|------------------------|--------------------|--------------------|
| A1420-54360 | Printing and Office | \$15,000.00 | |
| A1420-55492 | Legal Fees | | \$15,000.00 |
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Reason for Transfer:

Transfer of funds to cover unbudgeted / unexpected transcript fees.

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@cityofglencoveny.org, c=US
Date: 2018.04.06 11:03:37 -0400 Date: 7/20/18

City Council Approval – Resolution Number: _____ Date: _____



**D&B ENGINEERS
AND
ARCHITECTS, P.C.**

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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July 3, 2018

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

**Re: Proposal for Engineering Services
Review of Feasibility of New Well at Coles School Property**

Dear Mr. Saulino:

D&B Engineers and Architects, P.C. (D&B) is pleased to submit this proposal for engineering services associated with the evaluation of the feasibility of constructing a water supply well at the site of the former Coles School property. The objectives of this project are as follows:

- Review potential contamination sources in vicinity of proposal well location.
- Review Kelly Street Well water quality data as an indicator of anticipated water quality in the proposed well.
- Evaluate potential treatment needs for the proposed well.
- Review proposed site for regulatory compliance.
- Estimate the cost for design and construction of the well, treatment and associated facilities.

SCOPE OF WORK

The following major tasks will be included in the scope of this project:

- Meet with the City to obtain existing documents and discuss details of the project.
- Obtain a search report for known contamination sites within a 2-mile radius of the proposed well location. Review the report to identify the potential for water quality contamination concerns.

D&B ENGINEERS AND ARCHITECTS, P.C.

Louis Saulino, P.E., Director
Department of Public Works
City of Glen Cove
July 3, 2018

Page Two

- Evaluate available data and evaluate feasibility, treatment needs and cost for design and construction of a well and treatment facility.
- Prepare a letter report summarizing the finding of the evaluation.
- Meet with the City to discuss the letter report.

FEE

The not to exceed fee for the work described above will be \$4,500.

If you have any questions, or require additional information, please feel free to call me.

Very truly yours,



William D. Merklin, P.E.
Senior Vice President

WDMt/kap
cc: Maureen Basdavanos (Glen Cove)
♦0010\WDM070318LS-Ltr

ACCEPTED BY:

Signature

Date

Name



BAINBRIDGE
BINGHAMTON
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OWEGO

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Email: mconrow@cglawoffices.com

July 13, 2018

Mayor Timothy Tenke
Glen Cove City Hall
9 Glen Street
Glen Cove, NY 11542

**Re: Representation of the City of Glen Cove
Genova v. City of Glen Cove - Appeal to Second Circuit Court of Appeals
Our File No. 34336-0001**

Dear Mayor Tenke:

This will confirm and thank you for your request that this firm represent the City of Glen Cove (hereinafter, "the City") in the above-referenced matters. We are pleased to have this opportunity to assist the City, and we want to acquaint the City with our manner of handling your case.

Scope of Representation

Our representation of the City is in connection with the above-referenced matter, unless we otherwise agree in writing. The services we will provide include filing of all Court papers, including motions and answers, appearing at any court proceedings, handling a trial, if necessary, handling any appeals, and providing other assistance as deemed appropriate.

Firm Representation

While I will be primarily responsible for the matter, other lawyers in the firm may, from time to time, be involved in handling cases as necessary. Should I be unavailable when the City calls, please feel free to refer any questions to my paralegal, Ronitta McPherson. If she is unable to answer any immediate concern, I will be in touch with you as quickly as possible.

Mayor Timothy Tenke
Re: Representation of City of Glen Cove
34336-0001

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July 13, 2018

Cooperation

We will need the City's cooperation in the preparation and defense of these matters. This may include providing documents and access to Department records, rules and regulations. We will endeavor to coordinate this with the City's schedule in order to make this as little an imposition as possible. However, this cannot always be done, and we will appreciate your cooperation in this regard.

Billing Basis

The billing will be done on an hourly basis and submitted monthly for payment. Unless we agree otherwise, payment will be due upon receipt of our bill. If the City has questions about our billing rate or method, please feel free to discuss this matter early in our representation of the City. We are not able to advance monies on behalf of our clients, and we will try to anticipate such expenses. If we do advance any monies for expenses and fees on the City's behalf, such as filing fees, transcript costs, long-distance telephone calls, travel and photocopying, we will expect the City to promptly reimburse us upon billing.

Billing Rates

Prior to commencement of legal work, we will require no retainer. The legal services rendered to the City in this case will be based on a rate of \$255 per hour for partners, \$170 to \$220 for associates, and \$100 to \$140 an hour for the time of legal assistants. Attorney fees may be written up or down depending on the expertise required of the attorney providing services. These rates may be modified over time, but we will of course inform the City immediately if our rates should increase. Our statements to the City will reflect the rates in effect at the time of billing. Statements for legal services and expenses will be forwarded to the City on a monthly basis unless the City prefers otherwise. The parties further agree that the total fee charged to the City of Glen Cove for this appeal shall not exceed the sum of \$15,000.00.

Notice of Arbitration

Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State, in the event of a fee dispute, the City does have the right to demand arbitration against us in an effort to resolve such fee dispute. In the unlikely event that a fee dispute arises, and the City notifies us of their intention to arbitrate, at the City's request we will provide you with the appropriate forms to file to implement your right to arbitrate.

Mayor Timothy Tenke
Re: Representation of City of Glen Cove
34336-0001

3

July 13, 2018

Travel Time

In the event any travel is required on the City's behalf, such time will be charged at the hourly rate of \$190, plus mileage and travel expenses, if applicable. Mileage will be billed at the federal reimbursement rate and travel expenses include, but are not limited to; tolls, parking fees, and hotel accommodations. Any significant travel expenses outside those listed will be cleared with the City prior to incurring any such costs.

Efforts on Your Behalf

We will strive to complete the City's work as expeditiously as possible and at a fair and reasonable cost to the City. We do represent other clients, and there will be times when we will be giving the City's work priority over others. But the converse is true, and we trust that the City will understand if reasonable delays occur in completion of work.

Termination

The City shall, at all times, have the right to terminate our services upon written notice to that effect. We shall, subject to applicable court requirements with respect to withdrawal, have the right to terminate our services upon reasonable written notice.

If the City has any questions about these terms, please let me know. Otherwise, if they are acceptable to the City, I would appreciate the City's signing both duplicate copies of this Agreement, and returning one to me in the enclosed self-addressed, stamped envelope.

We appreciate the opportunity to be of assistance to the City of Glen Cove and look forward to working with you in this matter.

Very truly yours,

COUGHLIN & GERHART, LLP



Mary Louise Conrow, Esq.
Partner

MLC:kmt

Enclosures

Mayor Timothy Tenke
Re: Representation of City of Glen Cove
34336-0001

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July 13, 2018

I AGREE TO THE TERMS OF REPRESENTATION
AND ENGAGEMENT AS OUTLINED ABOVE.

CITY OF GLEN COVE

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Dated: _____

**2018 FEE POLICIES OF
COUGHLIN & GERHART, LLP**

Determination of Fees - Amount

Our fees for services as your attorneys are determined by the education, experience, and licensing required by the task we are engaged to undertake and by the time we expend on the matter. We also consider such other factors as:

- 1) Exclusivity: Will your matter prohibit us from being retained by others due to present or future potential conflicts of interest?
- 2) Time constraints: Is your matter of an urgent (or emergency) nature which will require us to place your matter before other already-pending matters?
- 3) The amount at risk, the effort required, the responsibility of the Firm, and the result anticipated and achieved.
- 4) Our prior relationship.

Charges are adjusted from standard hourly rates to consider any of the foregoing. You will be requested to execute a written Retainer Agreement reflecting our fee arrangement and acknowledging your understanding of and agreement to our fee policies.

Hourly Billing Rates

Our hourly billing rates reflect the value of the experience and skill of the individuals performing the work. In an effort to maintain reasonable fees, it is our commitment to delegate work whenever appropriate to the person with the lowest hourly billing rate capable of performing it. Non-licensed personnel, including paralegals and legal interns, are trained to work within the limits of their legal authority and specialty areas, and to refer appropriate inquiries to attorneys.

Our Firm has invested its resources in the creation of legal systems and state-of-the art automated equipment necessary to implement them so that attorney and paralegal time in the delivery of legal services is minimized. When automated systems are used in the preparation of legal documents, there is an hourly charge as listed below.

| <u>TITLE</u> | <u>HOURLY RATE</u> |
|--------------|--------------------|
| Partner | \$190 - \$255 |
| Associate | \$170 - \$220 |
| Paralegal | \$100 - \$140 |
| Of Counsel | \$150 - \$320 |
| Travel | \$190 |

Legal services for which charges are made may include court appearances, telephone and office conferences (including staff conferences between attorneys and/or paralegals and legal assistants

2018 FEE POLICIES OF COUGHLIN & GERHART, LLP

when work is being delegated), legal research, document preparation, correspondence, and travel to and from conferences and court appearances. All time spent on your matter is entered on our records and is reflected in monthly statements. In most instances, your bill will itemize the date the service was performed. Billing will be made in tenths-of-an-hour installments or greater. This policy reflects our experience that even telephone consultations of shorter than 10 minutes' duration require the attorney to disengage himself or herself from the tasks at hand, receive the information and/or resolve the problem posed by the telephone party, document the exchange for the file, and return to the task at hand.

Disbursements or Expenses

Separate from our charges for legal services are applicable expenses and disbursements of funds made by us on your behalf. Expenses including experts' and consultants' fees, service of process fees, filing fees, court costs, court reporter charges, certified copies of documents, photocopies, messenger charges, long-distance telephone charges, computerized legal research charges and charges of other attorneys retained to assist in the handling of your matter, together with other out-of-pocket expenses. These charges are billed to you at our cost, and whenever possible, in advance of incurring the expense. Copies of bills will be provided upon your request.

Contingent Fees

In cases where fees are contingent upon the successful accomplishment (by settlement or litigation) of your matter, a specific written contingent fee arrangement will be made with you. The agreement will set forth the precise method by which the fee is to be determined and how expenses will be handled.

Fee Estimates

It is our policy for the attorney to discuss the matter of fees and expenses at the first available opportunity so that clients will have a clear understanding of their entire financial obligation.

Monthly Billing Policy

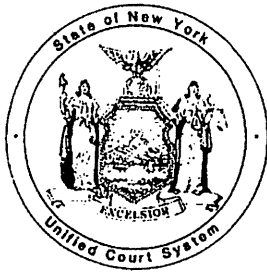
Generally, you will be billed each month in which we have expended time or expense on your behalf. The amount is due and payable on receipt of the billing.

Questions About Billing

If you wish to ask about your bill or about the legal services which have been rendered, please call our office when you receive your statement. IF NO COMMENT ABOUT THE BILL IS RECEIVED WITHIN 30 DAYS OF THE STATEMENT DATE, WE SHALL ASSUME THAT YOU HAVE REVIEWED THE BILL AND FIND IT ACCEPTABLE.

**2018 FEE POLICIES OF
COUGHLIN & GERHART, LLP**

Thank you for your cooperation and for the opportunity to provide legal services to you at this time. We appreciate your demonstration of confidence in us by engaging the services of Coughlin & Gerhart, LLP.



STATE OF NEW YORK
UNIFIED COURT SYSTEM
OFFICE OF THE DISTRICT ADMINISTRATIVE JUDGE
10TH JUDICIAL DISTRICT-NASSAU COUNTY
100 SUPREME COURT DRIVE
MINEOLA, NEW YORK 11501
(516) 493-3000
FAX: (516) 493-3390

HON. LAWRENCE K. MARKS
Chief Administrative Judge

HON. MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts Outside New York City

HON. THOMAS A. ADAMS
Administrative Judge

PAUL LAMANNA, Esq.
District Executive

June 28, 2018

Hon. Tim Tenke
Mayor, City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: Agreement between UCS and the City of Glen Cove
for Court Cleaning and Minor Repairs (Contract No. C300490)
New Five-Year Contract and Budget for State Fiscal Year 2018-19

Dear Mayor Tenke:

Please be advised that pursuant to Chapter 686 or the Laws of 1996 as amended to date, the Unified Court System is preparing to enter into a new contract, which is attached, with the City of Glen Cove, for the purpose of obtaining cleaning and minor repair services for the court facilities in your jurisdiction. The new contract covers a five-year period from April 1, 2018 through March 31, 2023 with the initial period commencing on April 1, 2018 and terminating on March 31, 2019.

Enclosed are the following contract related documents:

Five-year Contract: General Terms (covering terms of the Contract, Extension and Termination, Scope of Services, Inspection of Court Facilities, Maintenance of Effort, Maximum Compensation, Reimbursement and Payment, Auditing of Books, Notices and Miscellaneous Provisions) and Acknowledgement.

Appendix A (the Standard Clauses for All New York State Contracts)

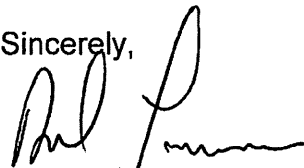
Appendix B (the proposed budget for maximum reimbursement, issued this year for the Initial Period and in succeeding years for each of four contract renewal periods.)

The proposed budget for services to be rendered pursuant to this contract in the 2018-2019 period shall be \$77,693. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2018-2019 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signatures below shall confirm acceptance of this renewal by City of Glen Cove and by the UCS.

Accordingly, the original of this letter should be signed by an authorized representative of City of Glen Cove, and the corresponding acknowledgment page should be notarized. Two sets of the original letter and contract signed in BLUE ink together with the related documents should be returned to this office.

Thank you.

Sincerely,



Paul Lantanna, Esq.
District Executive

Accepted for: City of Glen Cove

Accepted for: Unified Court System

Name:

Title:

Maureen McAlary

Director, Division of Financial Management

Dated:

Dated:

Attachments

ACKNOWLEDGMENT

STATE OF)
) SS:
COUNTY OF)

On the day of , 2018, before me personally came
,
to me known, who, being by me duly sworn, did depose and say that he/she resides in
 , that he/she is the of
 , the municipality described in and which executed the above instrument; and that
she/he is duly authorized by the governing body of said municipality to sign her/his name thereto.

NOTARY PUBLIC

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
City of Glen Cove**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

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

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the

Glen Cove City Court ("Court Facilities") as well as minor and
emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain
adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2018** for a maximum of five (5) years through **March 31, 2023**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2018** and terminate on **March 31, 2019**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. **INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. **MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. **MAXIMUM COMPENSATION**

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. **REIMBURSEMENT AND PAYMENT**

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Paul Lamanna
Unified Court System
Nassau County District Administrative Office
100 Supreme Court Drive Room 136
Mineola, NY 11501

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. **MISCELLANEOUS PROVISIONS**

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality

For: NEW YORK STATE
UNIFIED COURT SYSTEM

Name:

Title:

Dated: _____

Maureen McAlary, Director
Division of Financial Management

Dated: _____

ACKNOWLEDGMENT

STATE OF)
)SS:
COUNTY OF)

On this _____ day of _____ 2018, before me personally came
to me known, who, being by me duly sworn, did depose and say that she/he resides in
_____, that she/he is the
of _____, the municipality described in and which executed the above instrument; and
that she/he is duly authorized by the governing body of said municipality to sign her/his name
thereto.

NOTARY PUBLIC

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements,

including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

Court Cleaning and Minor Repairs Proposed Budget Form

State Fiscal Year: _____

Name of County or City: _____

List Court Buildings:

| Name and Address of Each Court Building (Including County Clerk Space) | Owned or Leased | Building Net Usable Square Feet | Net Usable Sq. Ft. | Aid Eligible Percentage |
|---|-----------------|------------------------------------|--------------------|----------------------------|
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| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Combined | | 0 | 0 | |

Anticipated Changes in Location or Space Utilization:

| Name and Address of Affected Building(s) | Nature of Changes | Target Date |
|--|-------------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

1 Cleaning Costs:

1(a) Service Contracts

| Budget Line # | Contractor | Type of Service | Building | Contract Amounts for Budget Period | Aid Eligible Percentage | Budget Request |
|----------------|------------|-----------------|----------|------------------------------------|-------------------------|----------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 1(a) Subtotal: | | | | | | \$0 |

1(b) Local Payroll

| | | Total | | | Aid Eligible Percentage | Budget Request |
|------------------|----------|--------------|-----------------|------------------------|-------------------------|----------------|
| No. of Positions | Building | Annual Wages | Fringe Benefits | Personal Service Costs | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 1(b) Subtotal: | | | | | | \$0 |

1(c) Supplies and Equipment

| | | Quantity/Unit | | Aid Eligible Percentage | Budget Request |
|---|----------|---------------|--|-------------------------|----------------|
| Type of Material | Building | Costs | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 1(c) Subtotal: | | | | | \$0 |
| 1(d) - Total Cleaning Costs (1a+1b+1c): | | | | | \$0 |

2 Trash Removal and Disposal
2(a) Trash Removal

| | Contractor or Agency | Building | Quantity/Unit | Costs | Aid Eligible Percentage | Budget Request |
|-------------|----------------------|----------|---------------|-------|-------------------------|----------------|
| 19 | | | | | | |
| 20 | | | | | | |
| 21 | | | | | | |
| 22 | | | | | | |
| 23 | | | | | | |
| 2(a) Total: | | | | | | \$0 |

2(b) Trash Disposal

| | Contractor or Agency | Building | Quantity/Unit | Costs | Aid Eligible Percentage | Budget Request |
|-------------|----------------------|----------|---------------|-------|-------------------------|----------------|
| 24 | | | | | | |
| 25 | | | | | | |
| 26 | | | | | | |
| 27 | | | | | | |
| 28 | | | | | | |
| 2(b) Total: | | | | | | \$0 |

2(c) - Total Trash Removal & Disposal (2a+2b):

\$0

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

| | Contractor | Type of Service | Building | Contract Amounts for Budget Period | Aid Eligible Percentage | Budget Request |
|----|------------|-----------------|----------|------------------------------------|-------------------------|----------------|
| 29 | | | | | | |
| 30 | | | | | | |
| 31 | | | | | | |
| 32 | | | | | | |
| 33 | | | | | | |
| 34 | | | | | | |

3(a) Subtotal:

\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

| | No. of Positions | Building | Annual Wages | Fringe Benefits | Total | | Aid Eligible Percentage | Budget Request |
|----------------|------------------|----------|--------------|-----------------|------------------------|--|-------------------------|----------------|
| | | | | | Personal Service Costs | | | |
| 35 | | | | | | | | |
| 36 | | | | | | | | |
| 37 | | | | | | | | |
| 38 | | | | | | | | |
| 39 | | | | | | | | |
| 40 | | | | | | | | |
| 3(b) Subtotal: | | | | | | | | \$0 |

3(c) Filter Changing - Filters Only

| | Type of Material | Building | Quantity/Unit | Costs | Aid Eligible Percentage | Budget Request |
|---|------------------|----------|---------------|-------|-------------------------|----------------|
| | | | | | | |
| 41 | | | | | | |
| 42 | | | | | | |
| 43 | | | | | | |
| 44 | | | | | | |
| 45 | | | | | | |
| 46 | | | | | | |
| 3(c) Subtotal: | | | | | | \$0 |
| 3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): | | | | | | \$0 |

4 GRAND TOTAL - ALL "CLEANING COSTS":

| | | |
|---------------------------------|---|-----|
| Grand Total Boxes 1d + 2c + 3d: | 4 | \$0 |
|---------------------------------|---|-----|

5 Proposed "Tenant" Work

Use the following codes:

- a - Flooring and Carpeting
- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (Identify)

Work to be Performed:

| Code | Describe Work | Building | Wages | Fringe | Supplies | Total Costs | Aid Eligible Percentage | Budget Request |
|------------|---------------|----------|-------|--------|----------|-------------|-------------------------|----------------|
| 47 | | | | | | | | |
| 48 | | | | | | | | |
| 49 | | | | | | | | |
| 50 | | | | | | | | |
| 51 | | | | | | | | |
| 52 | | | | | | | | |
| 53 | | | | | | | | |
| 54 | | | | | | | | |
| 55 | | | | | | | | |
| 56 | | | | | | | | |
| 57 | | | | | | | | |
| Total (5): | | | | | | | | \$0 |

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**
(Cleaning Costs & Tenant Work)

Total (4+5) 6: \$0

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring

- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

| Code | Contractor | Type Work Performed | Building | Contract | | Budget Request |
|----------------|------------|------------------------|----------|------------------------------|----------------------------|-------------------|
| | | | | Amounts for Budget Period | Aid Eligible Percentage | |
| 58 | | | | | | |
| 59 | | | | | | |
| 60 | | | | | | |
| 61 | | | | | | |
| 62 | | | | | | |
| 63 | | | | | | |
| 64 | | | | | | |
| 65 | | | | | | |
| 66 | | | | | | |
| 67 | | | | | | |
| 68 | | | | | | |
| 7(a) Subtotal: | | | | | | \$0 |

7(b) Local Payroll

| No. of Positions | Building | Annual Wages | Fringes | Total Costs | Aid Eligible Percentage | Budget Request |
|---------------------|----------|-----------------|---------|----------------|----------------------------|-------------------|
| | | | | | | |
| 69 | | | | | | |
| 70 | | | | | | |
| 71 | | | | | | |
| 72 | | | | | | |
| 73 | | | | | | |
| 74 | | | | | | |
| 75 | | | | | | |
| 76 | | | | | | |
| 7(b) Subtotal: | | | | | | \$0 |

7(c) Supplies and Equipment

| Type of Material | Building | Quantity/Unit | Costs | Aid Eligible Percentage | Budget Request |
|------------------|----------|---------------|-------|-------------------------|----------------|
| 77 | | | | | |
| 78 | | | | | |
| 79 | | | | | |
| 80 | | | | | |
| 81 | | | | | |
| 7(c) Subtotal: | | | | | \$0 |

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): \$0

8 Total - Building and Property Maintenance Costs:

8 \$0

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%)

9 \$0

10 Total Proposed Direct Costs (Item 6 + Item 9):

10 \$0

11 Overhead Costs (Item 10 x .05):

11 \$0

12 Total Proposed Contract Amount (Item 10 + Item 11):

12 \$0

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name: _____

Title: _____

Signature: _____

County or City: _____

Address: _____

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

| | |
|--|--|
| | |
| | |
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