

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amend the Department of Public Works fees, effective January 13, 2019, as indicated:

Ch. 235 Special Solid Waste Collection

Cubic Yds.	Rates 10/1/08	Proposed 5% Increase New Rates
0-3 CY	\$0.00	\$0.00
4-6 CY	\$25.52	\$26.80
7-9 CY	\$48.72	\$51.16
10-12 CY	\$71.92	\$75.52
13-15 CY	\$92.80	\$97.44
16-18 CY	\$116.00	\$121.80
19-21 CY	\$139.20	\$146.16
22-24 CY	\$160.08	\$168.09
25-27 CY	\$183.28	\$192.45
28-30 CY	\$206.48	\$216.81
31-33 CY	\$229.68	\$241.17
34-36 CY	\$243.60	\$255.78
37-39 CY	\$266.80	\$280.14
40-42CY	\$290.00	\$304.50
43-45CY	\$315.52	\$331.30
46-48CY	\$336.40	\$353.22
49-51CY	\$359.60	\$377.58
52-54CY	\$377.00	\$395.85
55-57CY	\$400.20	\$420.21
58-60CY	\$423.40	\$444.57
61-63CY	\$440.80	\$462.84
64-66CY	\$464.00	\$487.20
67-69CY	\$487.20	\$511.56
70-72CY	\$510.40	\$535.92
73-75CY	\$533.60	\$560.28
76-78CY	\$556.80	\$584.64
79-81CY	\$580.00	\$609.00
82-84CY	\$597.40	\$627.27
85-87CY	\$620.60	\$651.63
88-90CY	\$643.80	\$675.99
91-93CY	\$667.00	\$700.35

94-96CY	\$690.20	\$724.71
97-99CY	\$707.60	\$742.98

CH. 239: Streets and Sidewalks

	<u>Current Fee</u>	<u>Proposed Fee</u>
Road opening permit fee (Non-Utility)	\$175.00	\$275.00
Road opening permit fee (Utility):		
0 – 25 SF	\$125.00	\$250.00
25 – 100 SF	\$175.00	\$350.00
100 – 200 SF	\$275.00	\$550.00
200 SF and over	As determined by DPW Director	\$3.00 additional per sq. ft.
Street Storage permit for roll-off dumpster	\$75.00	\$100.00
Scaffolds (Require permit from DPW Director)	\$75.00	\$100.00
<u>Added:</u> PODS (if they have to be placed in road)	\$75.00	\$100.00 for 30 days

CH. 263: Trees

	<u>Current Fee</u>	<u>Proposed Fee</u>
Tree Removal	\$10.00 per tree	\$25.00 per tree

Resolution 6B

Resolution offered by Mayor Tenke and seconded by _____

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

WHEREAS, the City of Glen Cove, herein called MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the

MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

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

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

1. That the filing of an application in the form required by the State of New York in conformity with applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.
2. That Mayor Timothy Tenke, or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE:
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for the State share of such costs.
4. That four (4) Certified Copies of this Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.
5. That this resolution shall take effect immediately.

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a service agreement with iWorQ, to provide software to track work order repair dates and their completion for Department of Public Works, in the amount of \$2,975 annually, effective February 13, 2019.

Funding: A1640 54301

Resolution 6D

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 a service agreement with D&B Engineers and Architects, P.C. to provide a Water System Operator of Record for the City's Water Supply System, in the amount of \$150 per hour, with an estimate of 8 to 12 hours per week.

Funding: F8300-55438

Resolution 6E

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 Frank Ciotta & Associates, Inc. to perform appraisal services for vacant land owned by City of Glen Cove, at Section 21, Block 256, Lot 80 and 81, in the amount of \$1,200.

Funding: A1355 55438

Resolution 6F

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 a service agreement with Business Automation Services, Inc., to provide licensing software and services/maintenance, for the City Clerk's Office, in the amount of \$2,410 annually, effective April 1, 2019 through March 31, 2020.

Funding: A 1410 55438

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

**A RESOLUTION FOR ELIGIBLE PART-TIME EMPLOYEES
FOR MEDCAL COVERAGE AS REQUIRED BY THE
AFFORDABLE CARE ACT**

WHEREAS, the Affordable Care Act (ACA) has defined a full-time equivalent (FTE) employee as an individual employed on average at least 30 hours of service per week; and

WHEREAS, the ACA requires that an employer offer coverage to employees who meet the definition of an FTE employee; and

WHEREAS, part-time and hourly rated employees are not covered by an existing collective bargaining agreement, benefits resolution nor any other benefits policy; and

NOW, THEREFORE, BE IT RESOLVED, effective fiscal year 2019, the City hereby offers minimum essential insurance coverage to any employees that the City determines has met the Affordable Care Act definition of a full-time equivalent employee and is not already offered health insurance by the City;

BE IT FURTHER RESOLVED, that the employee shall pay the maximum premium for such insurance as permitted by the plan;

BE IT FURTHER RESOLVED, that said employee's dependents are also offered coverage with the additional premium expense to be paid by the employee as permitted by the plan.

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

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

(See Attached)

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

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

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Gloria Zukas	18-2640	\$150.00

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Ancient Order of Hibernians to hold their annual “St. Patrick’s Day Parade” on March 17, 2019 and the closing of Forest Avenue, School Street, Glen Street and Pearsall Avenue.

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Jacquelyn Yonick to participate in a virtual training session titled “Managing Millennials and Gen Z Staff in Youth Development Settings”, February 13, 2019, at a cost of \$35.00.

Funding: A7050-55411

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

Resolution extending the public comment period for the Draft Scope of the Generic Environmental Impact Statement for the Brownfield Opportunity Area Step III Implementation Strategy for the Orchard Neighborhood & Sea Cliff Avenue Corridor to March 8, 2019

WHEREAS, on January 22, 2019, the City accepted a Draft Scope for the purpose of receiving written input on the contents of a Generic Environmental Impact Statement (“GEIS”) for the Brownfield Opportunity Area (“BOA”) Step III Implementation Strategy for the Orchard Neighborhood & Sea Cliff Avenue Corridor; and

WHEREAS, the City made the Draft Scope available to the public on the City website, as a public notice in the Glen Cove Herald Gazette on January 24, 2019 and through publication on the NYS DEC Environmental Notice Bulletin on January 30, 2019, with instructions for the public to provide comment through the close of business on February 15, 2019; and,

WHEREAS, the Draft Scope was circulated to the NYS DOS, as the only involved agency, and to numerous potential interested agencies with instructions to provide comments on the Draft Scope; and,

WHEREAS, the Town of Oyster Bay, as an interested agency, has requested an extension to March 8, 2019 to allow sufficient time to review the contents of the BOA Step III Implementation Strategy for the Orchard Neighborhood & Sea Cliff Avenue Corridor to be able to determine whether the Draft Scope is adequate; and,

WHEREAS, the City appreciates the Town of Oyster Bay's desire to provide thorough input and is in favor of granting the request for additional time to respond to the City's request for input on the Draft Scope.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby extends the public comment period on the Draft Scope for BOA Step III Implementation Strategy for the Orchard Neighborhood & Sea Cliff Avenue Corridor until the close of business on March 8, 2019; and

BE IT FURTHER RESOLVED, that the City Council authorizes noticing of the extension via changes to the City's website, email correspondence with the NYSDOS, letters to the potential interested agencies, and posting to the NYS DEC ENB (to be published on February 20, 2019).

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to fund the proposal submitted by the Law Offices of Frederick K. Brewington for special counsel to the Mayor in an amount not to exceed \$50,000 for a period not to extend beyond December 31, 2019.

Funding: A1210-55438

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Christopher DeMetropolis as Emergency Medical Technician Supervisor, with EMS, at an annual salary of \$73,167 (Grade 14, Step 13) effective February 13, 2019.

Budget Line A4540-51101

Resolution 7B-1

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Andres H. Salced and Kathleen Grazioso as part-time Crossing Guards, with the Auxiliary Police, at \$10.00 per hour effective February 13, 2019.

Budget Line A3310-51120

Resolution 7B-2

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Philip M. Nelson as part-time Crossing Guards, with Police Department, at the rate of \$45.00 per day effective February 13, 2019.

Budget Line PD3120-51120

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Johnnah Jarrell and Patricia Antoniottias, part-time Clerk, with Finance Department, at the rate of \$16.00 per hour effective February 13, 2019

Budget Line A1310-51120

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends the salary of Elizabeth Cohen, with an increase to \$45,939 (Grade 6, Step 4 from Grade 6, Step 2), effective February 13, 2019.

Resolution 9B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends the hourly salary of Buffy Lupinski and Monica Salinas, with an increase to \$15.00 per hour, effective February 13, 2019.

Resolution 9C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amend the following salaries as indicated, effective February 13, 2019:

Name	Current Hourly Rate	Proposed Hourly Rate	Budget Line
DESEPEDES, Carlos	14.25	15.25	A7035-51120
FERRER, Don	18.25	19.25	A6772-51120
FERRER, Don	18.25	19.25	A7035-51120
HOFFMAN, Doris	16.00	17.00	A7030-51120
KESSLER, Sharon	16.97	17.97	A7036-51120
KLEEMAN, Michelle	14.91	15.91	A7035-51120
KLEEMAN, Thomas	18.25	19.25	A6772-51120
LAPALMER, Julius	18.25	19.25	A7035-51120
LEUTHNER, Heidi	13.00	14.00	A7036-51120
MADERAKIS, Lynne	13.88	14.88	A7036-51120
MOLNAR, Jean	16.97	17.97	A7035-51120
MOORE, Alex	12.00	13.00	A7036-51120
NADEL, Agatha	12.00	13.00	A7036-51120
RIVERA, Cynthia	14.39	15.39	A6772-51120
WALKER, Sherry	14.39	15.39	A6772-51120



sales@iworq.com

(888) 655-1259

Glen Cove, NY	Quote creation: 12/03/2018
9 Glen Street Glen Cove, NY 11542	Prepared by: Alex Dennis

1. QUOTE

Glen Cove, NY - hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ", headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below:

Population: **27,100**

<u>Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
Fleet Management -Available on any computer, tablet, or mobile device using Chrome browser -Track vehicles, carts, heavy equipment, etc. -Fuel log tracking and uploads -Work orders for employee cost, inventory, and purchase orders -Maintenance Schedules -Inventory Management	\$2,975.00	Annual
ANNUAL TOTAL	\$2,975.00	

Set up and data conversion-Existing Client Discount	WAIVED	Once
Grand total due	\$2,975.00	

1.1. Notes

- 1- Invoices for amount will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 2- Invoices may be prorated upon customer request.
- 3- This quote is provided at the customer's request and is good for 30 days.
- 4- This quote cannot be disclosed or used to compete with other companies.





sales@iworq.com

(888) 655-1259

2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of your iWorQ solution. These can be added to the customer's annual cost, upon request.

Onsite Backup – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Interactive Voice Response (IVR) – used by contractors to schedule inspections via telephone.	\$1000	Annual
iTransact Card Processing – setup merchant account and gateway, so card payments can be received/recorded in iWorQ. Includes public portal and up to 5 customized forms/links on customer website for citizens and contractors to submit permit requests, license requests, and make payments.	\$1000	Annual
Additional letters/forms/permits	\$100 each	Annual

A project quote must be requested for any custom development outside of iWorQ existing features and functions. Project timelines, scope, and cost vary depending upon the request.

3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: adennis@iworq.com

Fax: 1 (866) 379-3243

Mailing address:

PO Box 3784

Logan, UT 84323

Physical address:

1125 W. 400. N. Suite 102

Logan, UT 84321

3.2 Billing information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ may provide a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ





sales@iworq.com

(888) 655-1259

provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

4.8 Software Terms and Limitations

The iWorQ Software is the proprietary information and a trade secret of iWorQ, Systems Inc. and this agreement grants no title or rights of ownership with the Software. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software. (c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed Software for purposes of programming against it.





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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Senior Vice President

January 28, 2019

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

Re: Proposal for Engineering Services
Water System Operator of Record

Dear Mr. Saulino:

In accordance with the terms of our On-Call Agreement, D&B Engineers and Architects, P.C. (D&B) is pleased to submit this proposal to provide a Water System Operator of Record for the City's Water Supply System. It is our understanding that the City requires an Operator of Record with a 1B License to provide water quality sampling scheduling and to submit the appropriate documents to the Nassau County Department of Health (NCDH). The collection of the water quality samples and all other operations of the Water Supply System will be carried out by City personnel.

The work will be performed by John Ingram, an experienced Water District Superintendent with over 25 years of experience in the operation of water supply systems in Nassau County. Mr. Ingram has been providing this service to the City of Glen Cove since 2015 and is familiar with the requirements of the NCDH as they apply to the City's water supply system.

The rate for Mr. Ingram's services will be unchanged from our original agreement of \$150 per hour. Based on a review of historical effort, it is estimated that approximately 8 to 12 hours per week will be needed to perform the required services. The City will be invoiced monthly based on the actual number of hours required to perform the work.

We appreciate the opportunity to continue working with the City in providing these services. If you have any questions, please feel free to call me.

Very truly yours,

William Merklin, P.E.
Senior Vice President

WDMt/kp
♦0283\WDM19Ltr-01

ACCEPTED BY:

Signature

Date

Name



FRANK CIOTTA & ASSOCIATES, INC.

REAL ESTATE APPRAISERS • CONSULTANTS

January 31, 2019

Mr. Charles McQuair, Esq
City Attorney
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Via email: cmcquair@cityofglencoveny.org

RE: Real Estate Land Appraisal
Burns Ave, Lots 80 & 81
Glen Cove, NY 11542

Dear Mr. McQuair,

At your request, we will prepare an appraisal report for the above referenced property as of the date of our property inspection to assist with a potential sale of the property. It is understood the property is not a building lot and will be valued as surplus land.

An appraisal report presents a summary of the data, reasoning and analysis used to develop our opinion of value. Any of the data not discussed in the report is retained in the appraiser's work file. The appraisal will conform to the requirements of the Uniform Standards of Professional Appraisal Practice and the Appraisal Institute. All information collected during this engagement will be held in strict confidence and will not be released or disclosed to anyone without written consent. We acknowledge we will be working for The City of Glen Cove, c/o Mr. Charles McQuair, Esq. herein known as the client. Our work and work product will only be conveyed, discussed or delivered to the client or any authorized representative.

Our fee for the appraisal is \$1200. In order to retain us please submit a signed copy of this engagement letter to our office along with a retainer in the amount of \$600. The Appraisal will be delivered within 10 business days of the property inspection. We look forward to being of service.

Very truly yours,
FRANK CIOTTA & ASSOCIATES, INC.

Frank Ciotta, MAI, SRA, AI- GRS, AI- RRS
New York State CGREA # 46000002611

Signed

Date

366 NORTH BROADWAY • SUITE 409 • JERICHO • NY • 11753 • (516) 671-1400

Software License Agreement
For
Business Automation Services, Inc. ("BAS") Systems

1. License

- 1.1 BAS grants to Customer, subject to the terms and conditions in this Agreement, a non-exclusive, non-transferable, perpetual license to use, in a manner consistent with its design, the proprietary BAS Software as described and listed on the original quotation and/or purchase confirmation or invoice.
- 1.2 The Software is licensed not sold. The Customer shall have the right to use the Software solely for its own internal operation and shall not assign, sell, rent, give away or transfer the Software to any other party.
- 1.3 The Customer may make sufficient copies of the Software for backup purposes but will not publish the Software for others to copy.
- 1.4 Recurring Annual Software Support and Maintenance charges are set forth on the original quotation and/or purchase confirmation or invoice for the licensed Software; BAS reserves the right to increase these charges based on changes in its cost of doing business.

2. Support Services.

- 2.1 If the Software does not perform in accordance with the warranty set out in Paragraph 3.2 BAS will provide error maintenance at no additional charge. Error maintenance will be provided in a reasonable manner consistent with the nature of the error.
- 2.2 Customer agrees to monitor the performance of the Software and to provide backup operations for the data and BAS Software to protect itself from loss due to any error conditions.
- 2.3 BAS will provide unlimited telephone support for the Software to the Customer during its normal business hours (9:00 a.m. – 5:00 p.m.). Emergency support, after normal business hours, is available Monday-Sunday including holidays by calling the BAS main office telephone number.
- 2.4 From time to time BAS may modify or enhance the Software which may result in new releases (updates) of the Software. BAS will provide updates as part of the Annual Software Support and Maintenance charge. Customer agrees to install a new release within ten days of receipt. Failure to install a new release may result in billable services per 2.5 below. An "update" is a modification to existing source code that is considered by BAS to be error maintenance or BAS initiated enhancements or NYS mandated changes that are included as part of the Annual Software Support and Maintenance charge. An "upgrade" is new Software that replaces the Customer's current Software or a new Software module that includes additional capabilities or features mandated by New York State or a major overhaul (Software re-programming) due to the use of new technology released by Microsoft (the operating system vendor). An "upgrade" is not considered part of the Annual Software Support and Maintenance charge and will be provided at a fee to be determined by BAS.
- 2.5 Any other support services required from BAS by the Customer (by way of example, but not limited to, training, data conversion, systems analysis, custom software development, disaster recovery, technical hardware/network/operating system, general operations support, etc.) will be billable per BAS's Professional Rate Schedule which is subject to change or adjustment from time to time during the term of this Agreement. If the Customer should need such support services at any time, BAS will provide the Customer a written cost estimate based on the Professional Rate Schedule then in effect.

3. Warranties

- 3.1 BAS warrants that it has the right to grant a license for the Software to operate on the number of individual computers required by the Customer.
- 3.2 BAS warrants that the Software will conform with the functionality described in the promotional materials or user instructions which will be provided to the Customer by BAS at the time of delivery. This warranty is void if Software errors or malfunctions are caused by Customer's computer equipment malfunction, by Software modifications not made by BAS or other restricted actions by Customer as specified in Paragraph 6, by incorrect data entry, or procedures used, by Customer's personnel, or if Customer fails to install a new Software release (update) provided to Customer under Paragraph 2.4.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY ARE:

1. **THE CORRECTION OF THE SOFTWARE SO THAT IT PERFORMS AS WARRANTED (CORRECTION WILL BE BY ERROR MAINTENANCE UNDER PARAGRAPH 2.1 WHICH MAY INCLUDE THE REPAIR OR REPLACEMENT OF THE SOFTWARE) OR**
2. **IF, AFTER REPEATED EFFORTS, BAS DETERMINES THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED, CUSTOMER IS ENTITLED TO RECOVER DAMAGES SUBJECT TO THE LIMITATIONS SET FORTH IN PARAGRAPH 4.2.**
- 3.3 BAS warrants that all Software referenced under this Software License Agreement is free from all coding, instructions and other devices and methods which would allow BAS, without the consent of the Customer, to interrupt the Customer's use of the Software in any manner whatsoever.

4. Indemnities and Liabilities

- 4.1 In the event that a claim is brought against Customer alleging that the Software constitutes an infringement of a patent, copyright, or trade secret, BAS agrees to defend, at its own expense, such claims and to indemnify and hold Customer harmless from any damages or costs incurred or awarded as a result of settlement or judgment against Customer, provided Customer gives BAS prompt written notice of the claim, allows BAS to control the defense and settlement of the claim, and fully cooperates with BAS in defense and settlement.
- 4.2 BAS'S LIABILITY TO CUSTOMER FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE BUT NOT INCLUDING AN INFRINGEMENT CLAIM, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR ANY SOFTWARE THAT CAUSES DAMAGES. IN NO EVENT SHALL BAS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR ADDITIONAL EXPENSES OR COSTS, ARISING OUT OF OR RELATED TO THIS SOFTWARE LICENSE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY OF THE LICENSOR IN DELIVERY OF THE LICENSED PRODUCT OR IN THE PERFORMANCE OF SERVICES UNDER THIS SOFTWARE LICENSE AGREEMENT OR RELATED AGREEMENTS.

5. Proprietary Information

- 5.1 The Customer acknowledges that the licensed Software constitutes proprietary and confidential information of BAS and the protection of this information is of the highest importance; this confidential information includes but is not limited to the specific design of the Software and related databases as well as the structure of the component parts of the Software. Customer agrees to keep the Software in strict confidence, to take appropriate steps to ensure that persons authorized to have access to the Software shall refrain from any unauthorized reproduction or disclosure of the Software, and to restrict access to and display of the Software to Customer personnel who need to use the Software as contemplated by this Agreement and who have been advised or have agreed to treat the Software in accordance with this paragraph.
- 5.2 The customer agrees that the Software and all copies and versions made by the Customer are and shall remain the sole property of BAS. Customer agrees to include BAS' proprietary notice on all copies of the Software, in whole or in part, and in any form made by the Customer.
- 5.3 The obligations set forth in this paragraph shall survive the termination of this agreement.

6. Restrictions

- 6.1 Customer agrees to use the Software as expressly permitted in this Agreement and will comply with any technical limitations in the Software that only allow its use in certain ways.
- 6.2 Customer shall not use the Software in a manner inconsistent with its design, modify (or attempt to modify) the Software in any way, reverse compile (decompile) or reverse assemble (engineer) all or any portion of the Software or work around any technical limitations of the Software.
- 6.3 Customer shall not unbundle component parts of the Software; the Software is designed and provided as a single product and must be used as a single product.
- 6.4 The obligations set forth in this paragraph shall survive the termination of this Agreement.

7. Billing and Payment

- 7.1 Annual Software Support and Maintenance Fees shall be as set forth on the Customer's annual invoice for these services.
- 7.2 Upon installation of the Software, the balance of all fees and charges is due within thirty days of receipt of final invoice.
- 7.3 If the Software is not fully paid for by the Customer within sixty (60) days from the installation date, BAS may remove all Software and terminate this Agreement.
- 7.4 Software Support and Maintenance Services will be billed annually for the twelve month period beginning the first month following the date of installation and is payable upon receipt.

8. Effect of Agreement

- 8.1 This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. BAS may amend the terms and conditions of this Agreement at any time.
- 8.2 Use of any portion of the BAS Software constitutes acceptance of this Agreement and this Agreement becomes effective with such use.

9. General Provisions

- 9.1 This Agreement and any claim arising out of this Agreement, out of the relationship created by this Agreement, or out of the activities related to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby agree that the venue of any litigation arising out of this Agreement shall be in the County of Saratoga, State of New York.
- 9.2 Any Customer notice regarding default or termination of this Agreement shall be delivered by hand or sent by Certified Mail, return receipt requested, to BAS, 636 Plank Road, Suite 207, Clifton Park, New York 12065.
- 9.3 Any violations by the Customer of Paragraphs 1, 5, 6 or 7 may result in litigation by BAS and/or discontinuance of BAS Support/Maintenance Services and/or the continued use of the licensed Software by the customer; notices regarding this will be sent to the Customer's Billing address.
- 9.4 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provision of this Agreement. No waiver shall be effective unless made in writing.
- 9.5 This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- 9.6 In the event that BAS discontinues for any reason support of the Software, the Customer will receive the complete source code programs used to compile the Software; the source code will be provided either directly by BAS or its escrow agent upon written request. The escrow agent is the law firm indicated below.

DuCharme, Clark & Sovern, LLP
10 Maxwell Drive - Suite 205
Clifton Park, New York 12065
(Office) 518-373-1482
Attn: John B. DuCharme

The BAS Licensing System:

Annual Software Support/Maintenance Fee \$2,410.00
(for the period 4/1/19 -3/31/20)

Agreed to and Accepted by:
Business Automation Services, Inc.

By: _____

Robert Vitti

Date: _____

2/1/2018

Agreed to and Accepted by:

By: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Auxiliary

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3310-52230	Equipment Replacement		4,000.00
A3310-55855	Uniform	4,000.00	

Reason for Transfer:

New Uniform fundline added to budget

Department Head Signature:

Date: 1/8/19

City Controller Approval:

Date: 1-25-19

City Council Approval -- Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

GCP-1 (7/08)

DEPARTMENT: Mayor's Off. BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3630- 51101	Code Enforcement - salary		50,000
A1210- 53438	Mayor - Contractual	50,000	

Reason for Transfer:

To fund Special Council
to Mayor

Department Head Signature:

James J. Jenke

Date:

02/08/19

City Controller Approval:

Date:

City Council Approval - Resolution Number:

Date:

THE LAW OFFICES OF
FREDERICK K. BREWINGTON

Attorneys and Counselors at Law

556 Peninsula Blvd., Hempstead, New York 11550

Phone: 516-489-6959 • Fax: 516-489-6958 • www.brewingtonlaw.com

Frederick K. Brewington
Cathryn Harris-Marchesi
Tricia S. Lindsay
Julissa M. Proaño

Oscar Holt III
Of Counsel

LIMITED SERVICES-SPECIAL COUNSEL RETAINER AGREEMENT

**TO: LAW OFFICES OF
FREDERICK K. BREWINGTON
556 Peninsula Boulevard
Hempstead, New York 11550**

AUTHORIZATION TO PROSECUTE

The undersigned **TIMOTHY TENKE (Client)**, in his capacity as chief executive and Mayor of the City of Glen Cove, maintaining a work address at City Hall, 9 Glen Street, Glen Cove, New York 11542, hereby retains and employs THE LAW OFFICES OF FREDERICK K. BREWINGTON (Attorneys) to act as Attorneys for the Client to provide confidential advice, evaluation of legal questions and other matters related to the job, function, work and obligations as Mayor of the City of Glen Cove and assist in the review, research and drafting of relevant documents necessary to aid the Client in the effective and fully informed performance of his duties, attend meetings as is necessary, and to assistance Client in considering issues that may arise from time to time in the course of the business of the City of Glen Cove, including but not limited to any interactions and dealings with the other branches of the City of Glen Cove, including but not limited to the City Counsel, City Court, and all related City boards, agencies and departments. Attorneys agree to provide services to Client

***Limited Services-Special Counsel
Retainer Agreement
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as Special Counsel to the Mayor and to be maintain an attorney-client relationship with him as a confidential advisor. Attorneys will assist and provide advice and support in locating any other attorneys necessary to be retained to perform other services for Client, and/or the City of Glen Cove. This agreement does not include the representation of Client by the Attorneys in any litigation, Court proceedings or Administrative Agency proceedings in any way, and is solely limited to those items and services set out above.

WITNESSETH that in consideration of the mutual covenants and conditions herein contained, the parties hereto do hereby agree as follows:

ATTORNEYS' COMPENSATION:

1. The Client agrees to pay the Attorneys for the services to be performed by them as herein set forth the sum of \$20,000.00 as an *Initial Retainer* fee representing no more than 55 hours of legal work. Thereafter the Client shall be billed at an hourly rate of \$600.00 per hour for Mr. Brewington and \$350.00 or less for other members of his office. While other persons from the Attorneys office may provide services, the Attorneys primarily assigned to provide the services set out above are Cathryn Harris-Marchesi and Frederick K. Brewington. Said retainer shall be paid by providing \$20,000.00 upon receipt and execution of this agreement and then, after the exhaustion of the Initial Retainer Fee, payment shall be made of any balance due within 30 days of the receipt of the bill for that preceding 30 day time period. It is

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understood that should the services listed and required of Attorneys exceed \$150,000.00 in the calendar year for which Attorneys are being retained, that Attorneys will have the right to cease performing services until authority and permission is given in writing to exceed that dollar amount. It is agreed that this Retainer Agreement shall be in effect for one calendar year and thereafter, must be renewed by the execution of another writing, which replaces this Agreement or expressly extends/renews the terms of this Agreement. Should client wish to proceed to any other level of representation or litigation on this matter a separate retainer fee and fee arrangement will be discussed and entered into.

2. In addition to such compensation, the Client shall pay any and all reasonable and necessary expenses which may be paid or incurred by the Attorney in behalf of the Client in connection with the prosecution of such claim and the commencement and maintenance of such action.

3. The attorney hereby accepts such employment and agrees to render to the best of his ability the services required of him as attorney by this agreement on the terms and conditions herein stated.

Client has been informed that among the events that should be expected to cause Attorneys withdrawal from this case are:

- Client's breach of any portion of this agreement (including its payment provisions).

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- Clients' refusal to cooperate with attorney or to follow attorneys advice on a material matter;
- Or any other fact or circumstance that would render Attorney's continuing representation unlawful, unethical, or impractical.

RETURNED CHECK FEE:

Should client remit a payment to this office by way of check, and it is returned for insufficient funds or stop payment, a \$12.00 returned check fee will be assessed to client.

STATEMENTS INVOICING AND BILLING INQUIRIES:

Attorney will send Client periodic statements for costs, expenses, and legal services incurred. The sum indicated on such statements is owed upon generation of the statement, and must be paid within 10 days of the statement date. In the event Client does not pay the statement amount, Attorney shall have the option of immediately withdrawing from representation.

CLIENT'S ADDITIONAL FINANCIAL RESPONSIBILITIES

There may be additional costs and expenses in this matter, for example, filing fees; the costs of transcribing testimony taken at a hearing or trial; subpoena costs; an expert's fees (if appropriate for the matter); the costs of an investigator or of other methods to discover and obtain factual information; document-reproduction expenses; discovery costs (including those of depositions); out-of-jurisdiction travel, lodging, meal, and related expenses; the costs of long-distance phone calls, facsimile transmissions; other forms of communication; and the

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costs required to reasonably conduct on-line legal research (if necessary). Client, not Attorney, is responsible for these costs. It is agreed that client's failure to bear or assist bearing said expenses when requested will absolve attorneys of any obligation to incur said expense. It is agreed that should the court ultimately award the cost of such expenses, the client will be reimbursed for expense payments they have made.

OBLIGATIONS OF CLIENT

To help Attorney represent Client effectively, and to reduce the costs of the representation, Client agrees:

- A. At Attorney's request, to provide and to help Attorney obtain all information (in whatever form it may appear) that Client or someone to whom Client may make an appropriate request possesses;
- B. To make himself or herself available for any meetings, interviews, or other events that Attorney requires, including at Attorney's office if requested;
- C. To carefully consider Attorney's advice before making any major decisions;
- D. To make himself/herself available to provide sworn testimony, e.g., in a deposition, affidavit, trial or other proceedings, when Attorney requests this.
- E. To immediately tell Attorney if and when Client moves (changes residences), changes jobs, changes a phone number or other electronic means of communication, or otherwise makes it difficult for Attorney to communicate with Client;
- F. To inform Attorney about any new developments or information in the matter, e.g., court notices, letters from the opposing party, new factual developments, or other similar developments;

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- G. To respond to Attorney's communications (Letters, telephone calls, or other forms of electronic forms of communication) as soon as reasonably possible;
- H. To otherwise, as indicated by Attorney, help Attorney provide the services identified above in the scope of services and to effectively represent Client; and
- I. To promptly provide Attorney with a copy of documents necessary to conduct investigation, research and provide opinions to Client.

POSSIBLE CONFLICTS OF INTEREST

If Attorney determines that he represents another client whose interests conflict, or are likely to conflict, with Client's interests, Attorney reserves the right to terminate this Agreement, while protecting the confidentiality of any privileged information that Client has provided to Attorney.

GROUND TO TERMINATE THIS AGREEMENT

A. Client may terminate this Agreement for any or no reason, although Client still will be legally obligated under this Agreement to meet Client's obligations to Attorney, including the obligation to pay to Attorney the agreed-upon attorney's fee to the extent it has been earned.

B. Attorney may terminate this Agreement if, in Attorney's sole judgment, Client has failed to fulfill one of Client's material obligations under this Agreement, or for other good cause, or for any other reason authorized by law (including the ethical rules that govern lawyers).

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CLIENT'S INFORMED CONSENT

Client has carefully read this Agreement and considered the additional information and advice that Attorney has provided to Client. Client understands the possible risks and benefits of the limited-service representation described in this Agreement. Understanding those possible risks and benefits, Client voluntarily, knowingly and intentionally enters into this Agreement with Attorney.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first written herein.

Date: _____

In presence of:

**THE LAW OFFICES OF
FREDERICK K. BREWINGTON**

**TIMOTHY TENKE, MAYOR OF
THE CITY OF GLEN COVE**