

Resolution 6-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that Deputy Mayor or Controller or Principal Account Clerk shall have the authority to sign and execute checks on behalf of the City of Glen Cove for American Community Bank, Bank of America and Capital One N. A., and any other banking institution which the city maintains an account; effective January 1, 2020 – December 31, 2020.

Resolution 6-B

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council authorizes the Mayor to approve retainer agreement for Michael Cerrito.

AGREEMENT

THIS AGREEMENT made effective this 1st day of January 2020, by and between the CITY OF GLEN COVE, 9 Glen Street, Glen Cove, New York (hereinafter called the "CITY"), and WHITE, CIRrito & NALLY, LLP, 58 Hilton Avenue, Hempstead, New York (hereinafter called the "ATTORNEY").

WITNESSETH:

WHEREAS, the CITY is currently seeking to enforce and prosecute its Local Laws and violations of the Building Code of the State of New York and other matters with respect to property owners and others within the CITY; and

WHEREAS, legal services will be required by the CITY in connection with the operation, management and prosecution of such matters; and

WHEREAS, the parties desire to fix, in writing, their respective rights and obligations;

NOW, THEREFORE, the parties agree as follows:

1. The CITY hereby engages the ATTORNEY as legal counsel and special prosecutor and the ATTORNEY accepts that appointment under the terms and conditions hereinafter set forth for a period of one (1) year commencing January 1, 2020, and renewable at the option of the CITY for an additional one (1) year.
2. The ATTORNEY agrees to render all legal services which the CITY may require in the operation, management and prosecution of such matters so long as this Agreement remains in effect.
3. Either party may terminate or cancel this Agreement upon ninety (90) days' written notice to the other and, in such event, the ATTORNEY shall be entitled to receive compensation as specified herein for all work completed and accepted prior to such termination or cancellation.

4. Said legal services shall include, but shall not be limited to the following:

- a. Prosecutions of code violations upon assignment from the city attorney;
- b. Ethics board attorney;
- c. Any other matters deemed required by Mayor or City attorney;
- d. Preparation of monthly status reports to the CITY attorney and Mayor regarding the status of each matter handled by the ATTORNEY.

5. The CITY agrees to pay the ATTORNEY as full compensation for services to be rendered under this Agreement, an hourly fee at the rate of \$195.00 per hour for all legal services provided by an attorney with the firm of WHITE, CIRrito & NALLY, LLP during the term of this Agreement. The price for an additional year, providing the Agreement is renewed by the CITY shall remain at the same hourly rate.

6. The CITY will reimburse ATTORNEY for expenses and disbursements incurred with the approval of the CITY in connection with legal matters handled by ATTORNEY such as Court costs, witness fees, recording fees, etc., but such disbursements shall not include the ATTORNEYS' office, secretarial or overhead expenses.

7. No member, officer or employee of the CITY during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

8. Notwithstanding anything to the contrary herein, the parties specifically agree that this Agreement shall not be deemed to create the relationship of employer/employee between the CITY and the ATTORNEY, and the ATTORNEY is considered at all times to be an independent contractor with the CITY for these purposes.

9. The ATTORNEY shall comply with all rules, regulations and requirements of the CITY, including but not limited to the CITY's procurement policy and any other policy or rule or regulation of the CITY.

10. The CITY will receive on a monthly basis an itemized invoice setting forth the nature of the legal services provided and the time expended in providing such services. The CITY shall pay all hourly fees and disbursements within thirty (30) days after billing.

11. The ATTORNEY represents that there is no conflict of interest presently known to the ATTORNEY with respect to its representation of the CITY herein and, if any conflict arises, ATTORNEY shall immediately notify the Mayor and the City Attorney of same.

12. The ATTORNEY shall maintain professional liability coverage throughout the term of the contract with limits of no less than \$1,000,000.00 in the aggregate. The ATTORNEY shall provide written proof of said insurance to the CITY within forty five (45) days of the date this retainer is executed by all parties.

13. This Agreement is governed by the laws of the State of New York and if any portion thereof is declared invalid, all other parts shall remain in effect.

14. This Agreement may not be amended orally, but only in writing executed by the parties hereto.

15. This Agreement represents the full understanding between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the date first mentioned above.

THE CITY OF GLEN COVE

By: _____

WHITE, CIRRITO & NALLY, LLP

By: _____

MICHAEL L. CIRRITO, ESQ.

Resolution 6-C

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council authorizes budget transfers and amendments as submitted and reviewed by the City Controller.

(See attached)



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

BUDGET TRANSFER FORM

DEPARTMENT: Parks

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7140-55415	Bus Expense		\$3,300.00
A7140-55416	Telecommunications		\$2,300.00
A7140-55435	Baseball Program Expense		\$2,000.00
A7140-55420	Repairs and Maintenance	\$7,600.00	

Reason for Transfer:

To cover year-end expenses for winterization and year-end
maintenance at all facilities.

Department Head Signature:

Darcyl Belyea

Date: 1-17-20

City Controller Approval:

Michael J....

Date: 1/17/20

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Public Works

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A5110-55420	Repairs & Maintenance		\$10,331.00
A5110-54381	Street Lighting Contractor	\$10,331.00	

Reason for Transfer:

To cover Street Lighting Invoices.

Department Head Signature:

Louis Saulino

Digitally signed by Louis Saulino
DN: cn=Louis Saulino, o=Dpw Director, ou,
mail=saulino@cityofglencoveny.org, c=US
Date: 2020.10.05 11:35:33 -04'00'

Date: 1/10/2020

City Controller Approval:

Date: 1/17/2020

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET AMENDMENT FORM

GCB-12381

Department: Senior Center

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7030-43801	Title III-B Transportation	+ \$6,177.00	
A7030-43802	Title III-C Nutrition	+ \$5,600.00	
A7030-54370	Postage		+ \$1,500.00
A7030-52220	Equipment		+ \$ 3,580.00
A7030-55420	Repairs and Maintenance		+ \$ 2,500.00
A7030-55438	Contractual Services		+ \$ 2,197.00
A7030-55439	Contractual Programs		+ \$2,000.00

Reason for Amendment:

2020 Nassau County Title III-B and Title III-C Funding Increased.

Department Head Signature:

Christina Rice

Date:

1/10/20

City Controller Approval:

Michael J. [Signature]

Date:

1/16/2020

City Council Approval-Resolution Number:

Date:

Resolution 6-D

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council authorizes the Mayor to grant a sign permit to Glen Cove Jr Soccer Club for the Spring Soccer Registration retroactively to Monday, January 20, 2020 through February 9th 2020.

Resolution 6-E

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council authorizes the City of Glen Cove to join the Long Island Water Conference Purchasing Cooperative, by and between the members of the Long Island Water Conference and to enter into a cooperative/inter-municipal agreement.

RESOLUTION NO. 2016-15

WHEREAS, Section 119-m of Article 5-G of the General Municipal Law provides authorization for "performance by municipal corporations or districts of their functions, powers or duties on a cooperative, joint or contract basis" ("Intermunicipal Agreement" or "IMA"); and

WHEREAS, Article 13, Town Law Commissioner Elected Districts ("Commissioner Elected Districts") are encompassed within this statutory authority under General Municipal Law §119-n (b) where "the term 'District' means a County or Town Improvement District"; and

WHEREAS, General Municipal Law §119-o (d) authorizes Commissioner Elected Districts to enter into intermunicipal agreements regarding the "purchasing" of supplies "subject to general laws applicable to municipal corporations and districts"; and

WHEREAS, Public Authorities Law §1078 (12) authorizes the Suffolk County Water Authority "enter into cooperative agreements with other water authorities, municipalities or utilities companies" for the purchase of "commodities"; and

WHEREAS, the Long Island Water Conference ("LIWC") is a Not-for Profit Corporation dedicated to promoting and facilitating cooperation between all municipal water purveyors on Long Island; and

WHEREAS, the LIWC is willing and able to offer its organizational skills toward the goal of implementing a purchasing cooperative for all of Long Island's Commissioner Elected Water Districts and the SCWA; and

WHEREAS, it is the desire of the Roslyn Water District to realize fully the rights and benefits conferred by state law upon municipalities, as has been enumerated above, by entering into the intermunicipal agreement with the Long Island Water Conference Purchasing Cooperative,

NOW THEREFORE, upon the above referenced preambles, be it unanimously

RESOLVED, that the Executive Officer is hereby authorized, empowered, and directed to enter into the intermunicipal agreement annexed hereto for the Long Island Water Conference Purchasing Cooperative pursuant to the provisions of General Municipal Law §119; and be it further

RESOLVED, that the execution and delivery on behalf of, and in the name of, the Roslyn Water District and/or its designee(s) of the intermunicipal agreement for the Long Island Water Conference Purchasing Cooperative shall be conclusive evidence of approval by this governing body to join the Long Island Water Conference Purchasing Cooperative and to abide by the terms and conditions of the Long Island Water Conference Purchasing Cooperative intermunicipal agreement; and be it further

RESOLVED, that this municipal entity being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this Resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 N.Y.C.R.R.) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection.

The Board voted as follows:

Commissioner Kosinski	AYE
Commissioner Costigan	AYE
Commissioner Klein	AYE

**LONG ISLAND WATER CONFERENCE
PURCHASING COOPERATIVE AGREEMENT**

WHEREAS, Article 13, Town Law Commissioner Elected Districts ("Commissioner Elected Districts") are governed by the statutory authority set forth under General Municipal Law §103; and

WHEREAS, General Municipal Law §103(16) authorizes Towns, Villages, Commissioner Elected Water Districts and similarly situated governmental agencies, to purchase from each other's vendors provided that said vendor's contract was (a) "let in a manner that constitutes competitive bidding consistent with the state law" and (b) was "made available for use by other governmental entities", a/k/a "piggy-backing"; and

WHEREAS, Section 119-o of Article 5-G of the General Municipal Law also provides further authorization for "performance by municipal corporations or districts of their functions, powers or duties on a cooperative, joint or contract basis" ("Intermunicipal Agreement" or "IMA"); and

WHEREAS, Towns, Villages and Article 13 Town Law Commissioner Elected Districts ("Commissioner Elected Districts") are specifically encompassed within this statutory authority respectively under General Municipal Law §119-n (a) where a municipal corporation includes the terms Town and Village and where §119-n (b) "the term 'District' means Town Improvement District"; and

WHEREAS, General Municipal Law §119-o (d) authorizes Towns, Villages and Commissioner Elected Districts to enter into IMAs regarding the "purchasing" of supplies "subject to general laws applicable to municipal corporations and districts"; and

WHEREAS, the Long Island Water Conference ("LIWC") is a Not-for Profit Corporation dedicated to promoting and facilitating cooperation between all municipal water purveyors on Long Island; and

WHEREAS, the LIWC is willing and able to offer its organizational skills toward the goal of implementing a purchasing cooperative for all of Long Island's Commissioner Elected Water Districts and those Villages and Towns which manage their own water distribution system; and

WHEREAS, it is the desire of the < municipal entity> to realize fully the rights and benefits conferred by state law upon Towns, Villages and Commissioner Elected Districts, as has been enumerated above, by entering into the intermunicipal agreement with the Long Island Water Conference Purchasing Cooperative,

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

ARTICLE 1 DEFINITIONS

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

LIWCPC means the Long Island Water Conference Purchasing Cooperative created by the individual signatories to this Agreement pursuant to applicable sections of the General Municipal Law.

Common Commodity means those commodities or products which the individual members of the LIWC have determined to be routine purchases by the membership.

Joint Purchase Program means all terms and conditions herein relating to commodities and products that are subject to an invitation for competitive bid, a request for proposals or other means of permissible competitive solicitation.

Joint Purchase Subcommittee means the duly constituted Joint Purchase Subcommittee ("JPS") appointed by LIWC standing Comprehensive Planning Committee.

Lowest Price means the basis for awarding contracts for commodities among Responsive and Responsible Vendors.

Lowest Responsible Bidder means the lowest Responsible Vendor found qualified to supply the commodity.

Member means the Article 13 Town Law Commissioner Elected Districts and the Villages, Towns and other governmental entities embraced under General Municipal

Revised 4-21-2016

Law ("GML")§103(16) who maintain their own water distribution systems which are signatories to this Agreement or any counterpart thereof.

Vendor means a person or entity that makes a specific proposal to a member of the LIWCPC in response to an invitation for competitive bid, a request for proposals or other means of permissible competitive solicitation.

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

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

Responsive means Vendor meeting the minimum Specifications or Requirements as prescribed in a competitive bid, a request for proposals or other means of permissible competitive solicitation.

Specification or Requirement means (a) any description of the physical or functional characteristics or the nature of a commodity or product; (b) the necessary qualifications of the Vendor; (c) the capacity and capability of the Vendor to successfully carry out the proposed contract and/or anticipated outcomes or any other requirement necessary to perform the work. It may include a description of any obligatory testing, inspection or preparation for delivery and use, and may include federally required provisions and conditions where the eligibility for federal funds is conditioned upon the inclusion of such federally required provisions and conditions. Specifications shall be designed to enhance competition ensuring that the commodities or products of any Vendor are not given improper preference.

ARTICLE II TERM

Section 2.0 Term. The Term of this Agreement will be for three years beginning on June 1, 2016, unless upon sixty (60) days notice thereafter a Member delivers a written notice of its intention to withdraw from the LIWCPC.

ARTICLE III LONG ISLAND WATER CONFERENCE PURCHASING COOPERATIVE

Section 3.0 Creation of the Cooperative. There is hereby created a subcommittee of the LIWC standing Comprehensive Planning Committee denominated the Joint Purchasing Subcommittee ("JPS").

Section 3.1 Membership. Membership in the LIWCPC is open to all Article 13 Town Law Commissioner Elected Districts, and those Villages, Towns and other governmental agencies embraced by GML §103(16) within the counties of Suffolk and Nassau, which maintain their own water distribution system.

Section 3.2 Purpose of the LIWCPC. The purpose of the LIWCPC is to facilitate and administer a Joint Purchase Program under the JPS to reduce costs through economies of scale by utilizing the volume buying generated through the "piggy-backing" upon Member contracts as authorized under GML §103(16).

Section 3.3 Services of the JPS Generally.

- A.** The JPS shall conduct regular and critical review of the efficiency, integrity and effectiveness of the overall Joint Purchase Program.
- B.** As an instrumentality of its Members, the JPS shall leverage the Members' aggregate buying power by:
- i. compiling the purchasing needs of its individual Members by soliciting and creating the Common Commodity purchasing list;
 - ii. serving as a focus center through which all individual members can communicate their intent on going to bid for a particular Common Commodity;
 - iii. doing all things necessary, convenient or desirable, including ancillary and incidental activities, to carry out the foregoing activities and for the exercise of the Joint Purchasing Program's powers.

**ARTICLE IV
PROCUREMENT; CONTRACTS**

Section 4.0 Method of procurement. Each individual member has the discretion to initiate a public bid pursuant to GML §103 to procure a Common Commodity.

Section 4.1 Piggy-Backing. Each individual member has the discretion to include a provision in its Notice to Bidders and Procurement Contract a clause, in the form set forth below, which authorizes every other individual member of the LIWCPC to purchase products from the successful vendor.

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

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

(Example)
Jericho Water District

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

Section 4.2 Members' Contracts. During the term of this Agreement each individual Member shall make commercially reasonable efforts to utilize LIWCPC awards to contract for the purchase of Common Commodities with the chosen Vendor.

ARTICLE V MISCELLANEOUS

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

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

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

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

Section 5.4 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

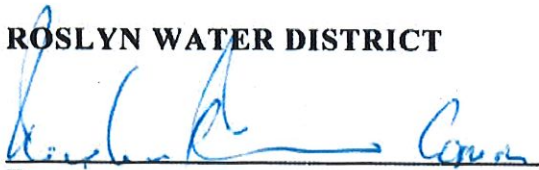
Section 5.5 Limitation of Liability of Officers, Employees or Agents. Notwithstanding anything contained herein to the contrary, no officer, employee or agent of Long Island Water Conference shall have any liability for the representations, warranties, covenants, agreements or other obligations hereunder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

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

END OF TEXT

ROSLYN WATER DISTRICT

A handwritten signature in blue ink, appearing to read "David L. Green", is written over a horizontal line.

By:

Date: 3-31-16

Resolution 6-F

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council authorizes Joe Scarfo, William Byrne, Michael Mc Cauley, Salvatore Gallace, and Robert Breuning to attend training classes, offered by 2020 New York State Building Officials Conference, Westchester Chapter, on February 11, March 10, April 13, and May 12 at a cost of \$210.00 each.

Resolution 6-G

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council authorizes the Mayor to enter into a contract with Hornblower Metro Ferry, LLC, for the Operation of the City of Glen Cove Ferry Service

WHEREAS, the City of Glen Cove is desirous of establishing a City of Glen Cove Ferry Service; and

WHEREAS, the City of Glen Cove must comply with strict deadlines to retain its eligibility for grant funding in connection with the City of Glen Cove Ferry service; and

WHEREAS, the City of Glen Cove is desirous of contracting with a third party to operate the City of Glen Cove Ferry Service; and

WHEREAS, the City of Glen Cove has previously selected Hornblower Metro Ferry, LLC, ("Hornblower") after reviewing various proposals submitted in response to a Request for Proposals; and

WHEREAS, the City of Glen Cove is desirous of entering into a contract with Hornblower Metro Ferry, LLC, ("Hornblower") to operate the City of Glen Cove Ferry Service; and

WHEREAS, the City Council of the City of Glen Cove must authorize the Mayor to agree to certain key and essential terms with Hornblower prior to the negotiation and execution of a more complete written contract; and

WHEREAS, Hornblower has offered to be the sole, exclusive operator of the City of Glen Cove Ferry Service for a period of two years, wherein Hornblower shall negotiate landing rights and obtain regulatory permits at its own expense; and

WHEREAS, Hornblower and the City of Glen Cove have agreed to commit to certain essential terms to be included in a forthcoming contract which include a minimum of 2080 annual service hours at a rate of \$1,500 per hour of operation; and

BE IT RESOLVED, that the City Council of the City of Glen Cove hereby authorizes the Mayor to enter into a contract with Hornblower Metro Ferry, LLC, for the purpose of operating the City of Glen Cove Ferry Service, wherein Hornblower Metro Ferry, LLC, shall be, the sole exclusive operator of the City of Glen Cove Ferry Service for a period of time not to exceed two years; wherein Hornblower shall negotiate landing rights and obtain all necessary regulatory permits at its own expense and at no expense to the City of Glen Cove; wherein Hornblower shall provide a minimum of 2,080 annual service hours at a rate that shall not exceed \$1,500 per hour of operation; and that said contract shall include terms not inconsistent with those delineated herein, and shall also include such other terms and conditions as the Mayor shall deem fit.

Resolution 6-H

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council authorizes the Mayor to appoint special counsel.

WHEREAS, the City of Glen Cove has appointed a new City Attorney effective January 22, 2020; and

WHEREAS, the current City Attorney has four open cases in its litigation inventory; and

WHEREAS, the Mayor and the City Council feel that having the former City Attorney continue to represent the City on certain open cases is in the best interests of the City; and

WHEREAS, the Mayor and the City Council would like to appoint the Law Offices of Charles G. McQuair & Associates P.C. to continue to represent the City as special counsel with regard to the a single open matter; and

NOW, THEREFORE BE IT RESOLVED by the Glen Cove City Council as follows:

1. The Mayor is hereby authorized to execute a retainer agreement with the Law Offices of Charles G. McQuair & Associates P.C with an hourly rate not to exceed the sum of \$195.00 per hour for the continued representation of the City in the matter of People v. Robert Blackwood; and
2. The appointment of special counsel shall be effective January 28, 2020 and shall continue for so long as the City Attorney shall deem fit for the matter of People v. Robert Blackwood;

Resolution offered by Mayor Tenke and seconded by: _____

RESOLUTION OF THE GLEN COVE CITY COUNCIL REFERRING LIVINGSTON DEVELOPMENT CORPORATION'S CONCEPT PLAN AND APPLICATION NARRATIVE FOR INCENTIVE BONUSES FOR THE VILLA AT GLEN COVE, LOCATED AT 135 GLEN COVE AVENUE, GLEN COVE, NEW YORK

WHEREAS, the Villa at Glen Cove is located at 135 Glen Cove Ave., Glen Cove, New York more specifically described at Section 21, Block 244, Lot 55, 60, 61, 66 and Section 21, Block 38, Lots 152, 196 (1 Ralph Young Ave.), 202 (5 Ralph Young Ave) and 203 (8 Craft Ave) of the Nassau County Land and Tax Map; and

WHEREAS the Livingston Development Corporation has submitted an application for a concept plan and application narrative for incentive bonuses to the Glen Cove City Council, in accordance with Chapter 280, Article XV, Section 280-73.3(H) of the Glen Cove City Code; and

WHEREAS Chapter 280, Article XV, Section 280-73.3(H-5) of the Glen Cove City Code mandates the referral of a concept plan and application narrative for incentive bonuses to the Planning Board of the City of Glen Cove upon receipt of same by the Glen Cove City Council; and

NOW, THEREFORE, BE IT RESOLVED, The Glen Cove City Council hereby refers the matter to the City of Glen Cove Planning Board in accordance with Section 280-73 (H – 5) for its report and recommendation

Resolution 6-J

Ordinance offered by Mayor Tenke and seconded by: _____

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED JANUARY 28, 2020, AUTHORIZING THE PAYMENT BY THE CITY OF CERTAIN AMOUNTS DUE TO EMPLOYEES OF THE CITY AS A RESULT OF THEIR SEPARATION FROM EMPLOYMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$800,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$800,000 BONDS OF SAID CITY TO FINANCE SAID APPROPRIATION

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

Section 1. The City of Glen Cove, in the County of Nassau, New York (herein called the "City") is hereby authorized to make payments to employees of the City upon their separation from employment, as may be approved by the City Council, including but not limited to, cash payment for separation incentives and/or payment of the monetary value of accrued and accumulated but unused and unpaid sick leave, personal leave, holiday leave, vacation time, time allowances granted in lieu of overtime compensation and any other forms of payment required to

be paid to such employees upon separation from employment. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is

Resolution 6-J

\$8000,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of not to exceed \$800,000 bonds of the City to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$800,000 are hereby authorized to be issued to finance the appropriation referred to herein.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 106 of the Law, is ten (10) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this ordinance for the objects or purposes for which said bonds are authorized.

(c) The proposed maturity of the bonds authorized by this ordinance will exceed five (5) years.

Section 4. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as

prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general

Resolution 6-J

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

Section 5. Subject to the provisions of this ordinance and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the City Controller, the chief fiscal officer of the City.

Section 6. The validity of the bonds authorized by this ordinance, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

- (b) the provisions of law which should be complied with at the date of the publication of such ordinance, or a summary thereof, are not substantially complied with,

Resolution 6-J

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

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

Section 7. This bond ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing ordinance, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in the "*Glen Cove Herald Gazette*," a newspaper published in Glen Cove, New York, having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

The adoption of the foregoing ordinance was seconded by

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

AYES:

NOES:

The ordinance was declared adopted.
