

Resolution 6-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the claim of Shanta Meritt, 361 Union Blvd, West Islip, NY 11795 in the amount of \$7,000.

Resolution 6-B

Resolution offered by Mayor Tenke and seconded by: _____

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

(See attached)

Resolution 6-C

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a contract with Forenet Inc, Golf Netting & Pole Installation for the Glen Cove Golf Club.

Resolution 6-D

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an intermunicipal agreement with the Town of Oyster Bay and the Town of North Hempstead for debris removal from Hempstead Harbor for a term of five years.

Resolution 6-E

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a three year contract with Thomson Reuters d/b/a West Publishing Corporation for a Westlaw subscription at a rate of \$850.00 per month with a 5% annual increase.

Resolution 6-F

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to revise the existing contract between the City of Glen Cove and RHA Restaurant Corp to include an emergency to go meal option price escalation of \$0.89 / meal for packaging needed for to go meals. Where the Mayor has declared a State of Emergency, and the Glen Cove Senior Center chooses to have meals delivered, the City of Glen Cove will pay \$6.35 per meal instead of the originally contracted \$5.46 / meal. This resolution is approved retroactive 3/25/20 when the need for delivered meals arose.

Resolution 6-G

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Controller to use Fund Line A8760-55950 (Emergency Disaster Work – Miscellaneous Expense) to track any incremental expenditures City incurs as a result of COVID-19.

Resolution 6-H

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to purchase 300 COVID-19 tests at a price of \$9,900.00 from Henry Schein, Inc., 135 Duryea Road, Melville, New York, 11747. Funds for this purchase will be drawn from the Emergency Fund line, A8760-55950.

Resolution 6-I

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to incorporate two (2) new ambulance billing codes/ classifications, as a result of COVID-19, to include: (1) Pronouncement with Resuscitation, no transport; and (2) Refusal of Medical Treatment and Transport. All other ambulance billing codes and classifications shall remain the same and shall be consistent with the following table:

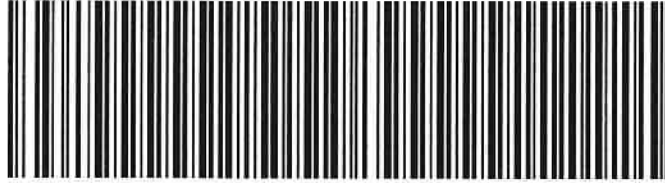
Code	Rate
BLS	\$1084.13
ALS1	\$1301.18
ALS2	\$1355.44
Mileage (loaded)	\$15.00
Pronouncement with Resuscitation, no transport	\$1325.00
Refusal of Medical Treatment & Transport	\$275.00

Resolution 6-A



John Toresco Esq.

Powered by **SmartAdvocate**



Case : 1802988 - Merritt, Shanta
Case Type: Premise - New York Municipal
Case SubType: Slip & Fall
Status: Settled
From: Morales, Jessica
To: John Toresco Esq.
Category: Other
Type: Other
Staff: Paralegal: Morales, Jessica
Primary Attorney: Simonelli, Gina

START DESCRIPTION
SETTLEMENT - RELEASE TO CLAIMS SERVICE BUREAU
END DESCRIPTION

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**TORESCO &
SIMONELLI**

ATTORNEYS AT LAW

Toresco & Simonelli, P.C.
361 Union Boulevard
West Islip, NY 11795

Office: 631-518-6410
Fax: 631-532-1891
www.tnsattorneys.com

January 30, 2020

Via Regular Mail & Facsimile (516) 593-2486

Claims Service Bureau

P.O. Box 805

Lynbrook, NY 11563

Attention: **Bryan Hutchinson**

Claimant: Shanta Merritt
D/A: June 04, 2018
Insured: City of Glen Cove
Claim No: SIR060629
Our File No: 1802988

Dear Mr. Hutchinson:

Pursuant to the settlement in the above-captioned matter, enclosed please find our client's duly executed Carrier Release in the amount of \$7,000.00 and a stipulation of discontinuance. Please forward a check in the above amount directly to this office, made payable as follows:

Shanta Merritt and TORESCO & SIMONELLI, P.C., As Attorneys.

Your attention to the prompt payment of the settlement proceeds would be greatly appreciated.

Thank you for your cooperation in this matter.

Very truly yours,

Gina M. Simonelli

Gina M. Simonelli, Esq.

GMS/jm
Enclosures

**SIR060629
RELEASE
OF ALL CLAIMS**

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of Seven Thousand Dollars and 00/100 (\$7,000.00) to be paid to Shanta Merritt residing at 28 Jackson Street, Apt. 6C, New York, New York 10002 do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit, and forever discharge: The City of Glen Cove his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations, or partnerships of and from any and all claims, actions, causes of action demands, rights, damages, costs, loss of service, general expenses, medical expenses, liens and compensation whatsoever which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the 4th day of June, 2018. It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace. Furthermore, this release is intended only to operate as a release of whatever claims the undersigned may have against the releasees.

Any and all claims against parties not specifically released herein, if any, are hereby assigned in full to the parties hereby released. The releasees expressly reserve any and all claims they may have against the undersigned, or any others.

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

"Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime."

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT

Sign here: Shanta Merritt

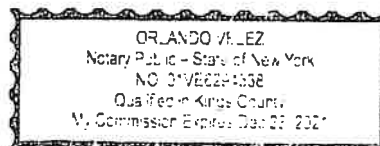
Shanta Merritt

Signed, sealed and delivered this _____ day of _____, 2019

STATE OF NY }
COUNTY OF Windsor } SS.

On the 28 day of 1, 20 21, before me personally appeared Shanta Merritt to me known to be the person(s) named herein and who executed the foregoing Release and _____ acknowledged to me that _____ voluntarily executed the same.

My term expires 12-21, 20 21
FORM-L126 NY



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City of Glen Cove

GLEN COVE, NEW YORK 11542

CLAIMS VOUCHER

CLAIMANT/VENDOR Shanta Merritt & Law Offices of Toresco & Simonelli

ADDRESS 361 Union Blvd.
West Islip, New York 11795

DATE _____

DEPARTMENT _____

CITY PURCHASE ORDER NO.	INVOICE DATE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Full Settlement for a bodily injury claim against the City of Glen Cove Claim #: GL18-2621 D/L 06/04/18		\$7,000.00

Claimant/Vendor Certification

I, Shanta Merritt certify being the creditor named; that this claim for \$ 7,000.00 is true and correct; that the items, services and/or disbursements charged are just, reasonable and were properly rendered and performed for the City of Glen Cove as stated; that this claim is justly due and no part has been paid, offset or satisfied; that taxes, from which the City of Glen Cove being a municipality is exempt, are not included; and that the amount claimed is actually due.

FOR CITY HALL USE ONLY
FOOTINGS & EXTENSIONS VERIFIED

BY: _____

DATE: _____

Date

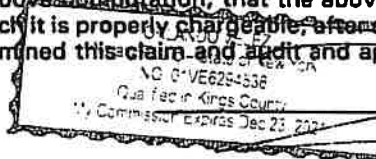
Claimant/Vendor Signature

Title

Shanta Merritt

I hereby certify that I have verified the above computation; that the above claim does not exceed the unincumbered balance against the appropriations to which it is properly chargeable, after such appropriations have been charged with all outstanding liabilities; that I have examined this claim and audit and approve this claim for payment.

1278 19 20



Controller

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[illegible]

THE UNIVERSITY OF CHICAGO

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Toresco and Simoneelli, P.C.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts established outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 361 Union Boulevard		Requester's name and address (optional)
6 City, state, and ZIP code West Islip, N.Y. 11795		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	5	-	5	3	8	9	0	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 11/30/20
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

Resolution 6-B





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

BUDGET AMENDMENT FORM

GCF-1 (8/19)

Department: INSURANCE

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
MS1910-42680	INSURANCE RECOVERIES	\$18,500	
MS1930-55999	PROPERTY DAMAGE		\$18,500

Reason for Amendment:

TO AMEND 2020 BUDGET FOR THE ACCEPTANCE
OF PROCEEDS RELATED TO AN INSURANCE CLAIM
FOR DAMAGES TO A POLE INCURRED AT THE GOLF COURSE

DATE OF LOSS: FEBRUARY 7, 2020

CLAIM # CGLEN-2020-001-001

Department Head Signature: _____ Date: _____

City Controller Approval:  Date: March 31, 2020

City Council Approval-Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: MAYOR

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1210-55438	CONTRACTUAL SERVICES	\$9,700	
A1990-55940	CONTINGENCY		\$9,700

Reason for Transfer:

EMERGENCY EXTERMINATION TREATMENT
SERVICES RELATED TO SENIOR CENTER
TO BE FUNDED BY MAYOR'S CONTINGENCY

Department Head Signature: _____

Date: _____

City Controller Approval: _____

Date: MARCH 26, 2020

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: CONTINGENCY

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A8760-55950	EMERGENCY DISASTER WORK	\$10,000	
A1990-55940	CONTINGENCY		\$10,000

Reason for Transfer:

TO TRANSFER FUNDS FROM MAYOR'S CONTINGENCY
BUDGET TO FUND UNBUDGETED EXPENDITURES
RELATED TO CONTAINMENT AND AVOIDANCE OF COVID-19

Department Head Signature: _____ Date: _____

City Controller Approval:  _____ Date: MARCH 31, 2020

City Council Approval – Resolution Number: _____ Date: _____



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

BUDGET AMENDMENT FORM

GCF-1 (8/19)

Department: Police

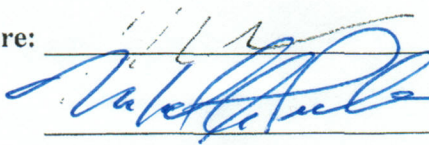
BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A3120-42680	Recoveries	5275.50	
A3120-55999	Damages		5275.50

Reason for Amendment:

Insurance claim due to vehicle accident

Department Head Signature: _____ Date: _____

City Controller Approval:  Date: April 8, 2020

City Council Approval-Resolution Number: _____ Date: _____

Resolution 6-C





495 Waites Corner Road
West Kingston, RI 02892
(401) 782-8594
Forenetinc@gmail.com
<http://www.Forenet.net>

INVOICE

BILL TO

Glen Cove Golf Club
John Grella, General Mgr.
109 Lattingtown Road
Glen Cove, NY 11542

INVOICE # 1003

DATE 03/26/2020

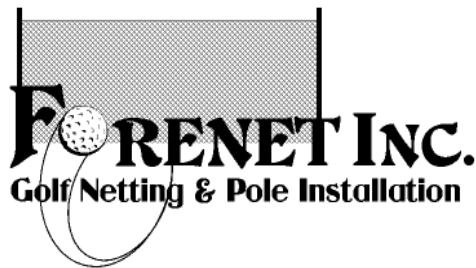
ACTIVITY	AMOUNT
Pole Installation	14,340.00
Pole removal and installation, and additional net repairs. 50% DEPOSIT DUE	

Thank you for your business.

We appreciate your prompt payment.

BALANCE DUE

\$14,340.00



CONTRACT & PROPOSAL

FORENET, Inc.

495 Waites Corner Road

West Kingston, RI 02892

Office / Fax: 401-782-8594

Email: ForenetInc@gmail.com

Web: www.Forenet.net

PROPOSAL SUBMIT TO:	FOR WORK TO BE PERFORMED AT:
John Grella, General Manager	Glen Cove Golf Club 109 Lattingtown Road Glen Cove, NY 11542

DATE: March 26, 2020

Federal ID # 05-0513175

DESCRIPTION OF WORK TO BE PERFORMED:

Pole removal and installation of a new pole, plus net repairs.

Digging and Travel Conditions: Proposal and contract is based upon being able to drill without hitting rock, ledge or water. If these conditions occur, additional equipment and cost will be decided on before continuing.

Traveling the course will be laid out by the superintendent. Forenet, Inc. is not responsible for ruts that occur during the job.

All materials will carry the manufacturer's guarantee, and the work will be performed in accordance with the specifications or drawings provided for the work and be completed in a professional manner for the agreed sum of:

\$28,680 .00 (Twenty-eight Thousand Six-hundred Eighty Dollars and 00/100)

This proposal is based upon the following:

CONDITIONS: Good digging conditions, defined as being able to drill holes with an auger. Should rocky, sandy or water conditions be encountered, an additional charge of 10% will be added to the proposal and agreed upon before work continues. All material that is excavated from the hole is suitable as backfill and the balance will be spread to the next hole.

POLE INSTALLATION: Based upon American National Standards Institute ("ANSI") Standard 01.1-1992 for wood pole specifications and dimensions.

SITE REQUIREMENTS: This proposal is based upon being able to enter and exit the site with a boomlift and being able to travel the work areas without the assistance of a tractor to pull the boomlift around. If a tractor is needed, the additional cost will be agreed upon before work is continued.

MISCELLANEOUS: Any additional work or material will be agreed upon and signed off on before work takes place.

PAYMENT: Will be made in **Two Installments: 50% deposit (\$14,340) prior to start of job and the remaining 50% (\$14,340) upon job completion.** Should a legal suit be instituted to enforce the provisions of this proposal and contract, the prevailing party shall be entitled to attorney fees and court costs.

~~~~~ACCEPTANCE OF CONTRACT & PROPOSAL~~~~~

The above prices, specifications and conditions are satisfactory and are hereby accepted. Authorization is hereby given to do the work outlined in this contract and payment will be made as outlined above.

Signature:

Signature:

Date of Acceptance:

Resolution 6-D



INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the “Agreement”) dated the date this Agreement is executed on behalf of the Town, is entered into by and between the **TOWN OF NORTH HEMPSTEAD** (the “Town”), a municipal corporation duly organized and validly existing under the laws of the State of New York (the “State”), with offices located at 220 Plandome Road, Manhasset, New York 11030, and the **TOWN OF OYSTER BAY** (“Oyster Bay”), a municipal corporation duly organized and validly existing under the laws of the State, with offices located at 54 Audrey Avenue, Oyster Bay, New York 11771 and the **CITY OF GLEN COVE** (“Glen Cove”), a municipal corporation duly organized and validly existing under the laws of the State, with offices located at 9 Glen Street, Glen Cove, New York 11542. The Town, Oyster Bay and Glen Cove are hereinafter referred to, jointly, as the “Parties”, and individually, as a “Party”.

WITNESSETH:

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law §119-o municipal corporations and districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the Parties wish to cooperate in a project to remove debris and other materials from Hempstead Harbor in order to improve the environmental condition of the Harbor; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement setting forth the terms, provisions, covenants and conditions with respect to the cooperative project.

NOW THEREFORE, in consideration of the terms, provisions, covenants and conditions more fully set forth below, the Parties agree as follows:

1. The Cooperative Project.

The Town, Oyster Bay and Glen Cove shall cooperate on the project on various dates and locations to be mutually agreed upon by the Parties at least thirty days prior to an agreed date to remove debris, sunken vessels, floats and other waste from Hempstead Harbor (the “Cooperative Projects”). The Party that shall provide the equipment necessary for undertaking the Cooperative Project on any given date, including, but not limited to, landing craft with a crane, winch and operator, water monitoring boat and related equipment, payloaders, operators, roll-off dumpsters and staff to remove debris shall be determined by the Parties based on the location of the Cooperative Project on a given date. The municipality from which the majority of debris is removed agrees to provide disposal capacity.

2. Term of Agreement.

(a) The term of this Agreement shall commence on the date this Agreement is last executed by the Parties hereto (the "Commencement Date") and shall expire on the fifth (5th) anniversary of the Commencement Date, unless earlier terminated upon written notice given pursuant to Section 2 (c) hereof.

(b) Rain Date. In the event that any Cooperative Project will need to be rescheduled due to inclement weather, the Parties may agree in writing (which may be accomplished by email) to conduct the Cooperative Project on another date.

(c) Termination. Each Party has the absolute right to terminate its participation in this Agreement at any time by written notice to the other sent no fewer than ten (10) days in advance of the termination date identified in a notice set forth pursuant to Section 7 hereof.

3. Charges for Services.

The Town, Oyster Bay and Glen Cove agree that the Cooperative Project is being performed for the benefit of the public and for the residents of each Party's territory and in consideration of such benefits, no Party may collect a fee or other payment from the other Party for the Cooperative Services. Each Party's expenses in providing the Cooperative Services shall be borne by the Party incurring the expenses and shall not be reimbursed by the other Parties.

4. Status of Employees and Contractors.

All employees and contractors whose services shall be utilized to implement the terms of this Agreement shall for all purposes remain the employees and contractors of the Party that employ that employee or contractor.

5. Obligation of Town To Insure Employees.

In all cases, each Party shall ensure that each of its employees performing work in connection with the Cooperative Services is covered by worker's compensation insurance and disability benefits insurance for all activities to be performed pursuant to this Agreement.

6. RESERVED.

7. Right to Terminate by Notice.

Notice of termination of this Agreement must be sent by certified mail, return receipt requested, as follows:

if mailed to Oyster Bay, to:

Hon. Joseph Saladino, Town Supervisor
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771

with a copy to:

Town Attorney
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771

if mailed to the Town, to:

Hon. Judi Bosworth, Town Supervisor
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

with copies to:

Leonard G. Kapsalis, Esq., Town Attorney
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

if mailed to Glen Cove, to:

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

with copies to:

Greg Kalnitsky, Esq., City Attorney
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

8. RESERVED.

9. No Duty to Inspect.

No Party shall have any duty to inspect work either before or after the Cooperative Project is completed.

10. Town's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.

To the fullest extent permitted by law, the Town shall be solely responsible for and shall indemnify and hold harmless Oyster Bay and Glen Cove, and its officers, employees, agents, and servants, from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages (collectively, "Losses") arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate the Town or Town Agents (as such term is defined below) to indemnify or hold harmless Oyster Bay and Glen Cove from and against any losses arising from the negligence of either the Oyster Bay or Glen Cove. The Town shall promptly and diligently defend, at the Town's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of Oyster Bay and Glen Cove and which arise out of or in connection with this Section 10, and the Town shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of the Town pursuant to Section 10 hereof shall survive termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

11. Oyster Bay's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.

To the fullest extent permitted by law, Oyster Bay shall be solely responsible for and shall indemnify and hold harmless the Town and Glen Cove, and its officers, employees, agents, and servants, from and against any and all Losses arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate Oyster Bay or Oyster Bay Agents (as such term is defined below) to indemnify or hold harmless the Town and Glen Cove from and against any Losses arising from the negligence of either the Town or Glen Cove. Oyster Bay shall promptly and diligently defend, at Oyster Bay's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of the Town and Glen Cove and which arise out of or in connection with this Section 11, and Oyster Bay shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of the Oyster Bay pursuant to Section 11 hereof shall survive termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

12. Glen Cove's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.

To the fullest extent permitted by law, Glen Cove shall be solely responsible for and shall indemnify and hold harmless Oyster Bay and the Town, and its officers, employees, agents, and servants (collectively, the "Indemnitees"), from and against any and all Losses arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate Glen Cove or Glen Cove Agents (as such term is defined below) to indemnify or hold harmless Oyster Bay and the Town from and against any Losses arising from the negligence of either the Town or Oyster Bay. Glen Cove shall promptly and diligently defend, at Glen Cove's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of Oyster Bay and the Town and which arise out of or in connection with this Section 12, and Glen Cove shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of Glen Cove pursuant to Section 12 hereof shall survive

termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

13. Insurance.

Each Party agrees to procure and maintain and furnish certificates of insurance evidencing commercial general liability insurance with a State admitted carrier holding an “A” rating from AM Best Company or equivalent covering the liability of that Party and indemnifying, defending, and holding harmless the other Parties, their agents, employees and representatives (“Agents”) from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000). Each Party shall be named as additional insureds on said policy, and entitled to thirty (30) days advance written notice of any cancellation or termination thereof. This paragraph shall be satisfied if the Party is a self-insured entity.

14. Compliance with Law.

Each Party shall comply with any and all applicable and relevant Federal, State and local Laws, including those relating to conflicts of interest, discrimination, procurement and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word “Law” means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

15. Governing Law; Severability.

This Agreement shall be governed by the laws of the State. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

16. Executory Clause.

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Parties shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required Party approvals have been obtained, including, if required, approval by the Boards of each Party, and (ii) this Agreement has been executed by the Supervisors of the Town and Oyster Bay and the Mayor of Glen Cove or their duly designated deputies.

(b) Availability of Funds. The Parties shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

17. Entire Agreement.

This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement

IN WITNESS WHEREOF, the Parties have hereto set their hands as of the day and year first above written.

TOWN OF NORTH HEMPSTEAD

By: _____
Judi Bosworth, Supervisor

TOWN OF OYSTER BAY

By: _____
Joseph Saladino, Supervisor

CITY OF GLEN COVE

By: _____
Timothy Tenke, Mayor

ACKNOWLEDGMENTS

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this__ day of _____ in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Judi Bosworth, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this__ day of _____ in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Saladino, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this__ day of- _____ in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy Tenke, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

Resolution 6-E





Order Form

Order ID: Q-00717516

Contact your representative bud.palumbo@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000688396
GLEN COVE CITY ATTORNEY
CITY ATTORNEY
9 GLEN ST
GLEN COVE NY 11542-2798 US

Shipping Address

Account #: 1000688396
GLEN COVE CITY ATTORNEY
CITY ATTORNEY
9 GLEN ST
GLEN COVE NY 11542-2798 US

Billing Address

Account #: 1000688396
GLEN COVE CITY ATTORNEY
CITY ATTORNEY
9 GLEN ST
GLEN COVE, NY 11542-2798 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$1,458.02	36	5%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN

55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>

In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>

In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: Q-00717516

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 4/29/2020.



THOMSON REUTERS™

Attachment**Order ID: Q-00717516**Contact your representative bud.palumbo@thomsonreuters.com with any questions. Thank you.**Payment, Shipping, and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1000688396

SA ID: NY MSA-WEST PC67676 (NYMS)

Order Confirmation Contact (#28)

Contact Name: Gregory Kalnitsky

Email: gkalnitsky@glencoveny.gov**eBilling Contact**

Contact Name Gregory Kalnitsky

Email gkalnitsky@glencoveny.gov**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000688396	GLEN COVE CITY ATTORNEY	9 GLEN ST GLEN COVE NY 11542-2798 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Attorneys	42077755	Gvt - Analytical Plus for Government
1	Attorneys	41988413	Gvt - West LegalEdcenter For Government (Westlaw PRO™)
1	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary
1	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
1	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
GREGORY	KALNITSKY	gkalnitsky@glencoveny.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Resolution 6-F



Timothy Tenke
Mayor



Phone: (516) 676-2000
Fax: (516) 676-0108
www.glencove-li.us

CITY OF GLEN COVE

City Hall
9 Glen Street
Glen Cove, NY 11542-4106

BID#2018-006
RESOLUTION 6F – 12/11/2018

AGREEMENT

A. Contractor (Vendor) Name: RHA Restaurant Corp.
Address: 611 Old Country Road
Westbury, NY 11590

Contract (Vendee) Name: City of Glen Cove
City Hall
Glen Cove, NY 11542

Contract Period: 1/1/2019 - 12/31/2020

Location of Meal Site: Glen Cove Senior Center
130 Glen Street
Glen Cove, NY 11542

**Estimated Total Number of
Meals To Be Served In Project
Year:** 23,500

Charge Per Congregate Meal: \$ 5.35 **per meal**

Cost of the price per meal for the **second year** of this contract will increase by 2% (two percent) of the contracted amount for the first year, 2019.

Due to the special needs of the Glen Cove Senior Center, a local catering company is required. The likelihood of last minute changes to the daily service menu, i.e.: increase/decrease in number of Senior participants; last minute delivery of various items as needed for the daily luncheon program; are such that the Glen Cove Senior Center requires that the caterer/contractor be available to accommodate these needs upon request.

B. CONTRACTOR AGREES AS FOLLOWS:

1. Unless otherwise instructed, as provided for herein, the **CONTRACTOR** shall provide approximately 100 meals per day on the following days:

Monday through Friday, except holidays, snow days, and emergency closings. (weekend functions such as Senior Ball, Candlelight Dinner and any other fundraising functions).

VENDEE can change the count per day according to need.
Count to be called in one (1) day in advance.

2. CONTRACTOR is to deliver such meals to 130 Glen Street, Glen Cove, NY in clean and sanitary heated or refrigerated containers that will maintain hot food above 140 degrees and cold food below 40 degrees. Maximum holding time one hour (1 hour).

3. CONTRACTOR to deliver such meals between the hours of 9:00 A.M. and 10:00 A.M., each day.

4. CONTRACTOR agrees that all meals will furnish one-third (1/3) of the Recommended Dietary Allowances, in accordance with the Food and Nutrition Board and the National Academy of Science National Research Council, as required by the National Nutrition Program for the Elderly.

5. CONTRACTOR agrees that the following low sodium (no added salt) meal pattern will be adhered to, to insure meeting the one-third (1/3) RDA and to best meet nutritional guidelines: Homemade Soup, Fresh Meat, fish, or poultry (1/4 white or dark meat) 3 oz. cooked, edible portion, not to include breading; vegetables and fruit (two 1/2 cup servings); enriched or whole grain products (1 serving); butter (1 tablespoon); dessert to include, as submitted on menus, ice cream, milk puddings (no artificial sweeteners); milk (1/2 pint) 1%, regular and skim milk as requested. Canned fruit is to be provided in its own juice or light syrup (no artificial sweetener). For diabetic participants, fresh fruit, dietetic jello or pudding is to be provided. In addition, decaffeinated coffee, tea,

and milk for coffee is to be provided.

6. CONTRACTOR will submit the minimum of a six week cycle menu for approval by the project dietitian and the New York State Office for the Aging. It is understood that the Project Council may reject food items or request substitutions. The menu must be submitted in sufficient time for review by

NYSOFA three weeks before the first menu date. Any change made to the menu after approval must be substitutes of equal nutritive value and approved by the **VENDEE**. Changes must be written on the menu and copies kept on file for one year.

7. The premises of the **CONTRACTOR** will be open for inspection and program evaluation during normal business hours by representatives of local and state departments of Health, local nutrition program, County and State Departments for the Aging, State Office of General Services, U.S. Administration on Aging, U.S. Department of Agriculture and General Accounting Office, and the Glen Cove Senior Center.

8. Contractor agrees to maintain a clean interior of the **CONTRACTOR'S** vehicle used in the transportation of food. The vehicle and food carriers will be made available for inspection by the above mentioned agencies upon request.

9. Contractor agrees to implement any recommendations made by the above mentioned agencies.

10. Contractor's premises will meet all Federal, State and local health codes.

11. Contractor agrees to deliver ample food, according to the meal pattern, to provide meals for 100 people per day, (**VENDEE** reserving the right to change this count per day according to need). Count to be called in one (1) day in advance. Included in delivery are the following: 6" paper plates, 9" paper plates, 8 oz. hot cups, dinner napkins, salt, pepper, sugar, sweet & low, coffee stirrers, catsup, mustard, and salad dressing.

12. Contractor shall indemnify and hold harmless the New York State Office for the Aging and the City of Glen Cove for any and all claim or claims arising from or in connection with the quality of food served pursuant to this contract, including, but not limited to, claims resulting from poisoning caused by food. The **Contractor** further agrees to defend, indemnify and hold harmless the City of Glen Cove and its representatives, agents, and employees from and against any loss, damages, liens, encumbrances, suits, claims or expenses (including legal fees) caused by or arising from property damage; or personal injury

(including death) arising from or in connection with the supplying of meals to the Glen Cove Office of Senior Services as provided for in this agreement, including, but without limitation to claims resulting from poisoning, illness, injury or death as a result of the consumption of food prepared or furnished by the **CONTRACTOR** herein.

13. Contractor is not responsible and the City of Glen Cove is not indemnified, for loss, damage, injury, etc. from acts or omissions of persons not under Contractor's direct supervision, including, but not limited to, negligent or improper serving of meals, spoilage due to failure to properly refrigerate food, failure to serve in a timely manner, or negligent or improper clean up.

14. Contractor will maintain at its own expense, Comprehensive General Liability and Property Damage Insurance policies protecting and indemnifying the City of Glen Cove from any and all claims of damages resulting from injuries sustained to any person, or property as a result of the supplying of meals to the Glen Cove Senior Center as provided for in this agreement, including, but without limitation to claims resulting from injury, illness, or death. Said insurance policies shall afford protection, at a minimum, the sum of One Million Dollars (\$1,000,000.00) for the injury to or death of any one person and, at a minimum, the sum of Two Million Dollars (\$2,000,000.00) for injury to, or death of any number of persons arising from the same accident; and, at a minimum, the sum of Fifty Thousand Dollars (\$50,000.00) for injury to property.

15. Contractor will provide written proof of said insurance upon the execution of this Agreement.

16. Contractor agrees to adhere to the provisions of the Civil Rights Act of 1964 and all amendments thereto and agrees not to discriminate against any individual on the basis of race, creed, color, sex, or national origin.

17. Contractor agrees to provide to the New York State Office for the Aging a cost breakdown of the food prepared by raw food, prepared food, transportation, and other costs as needed by the local project, and the New York State Office for the Aging and the Administration of Aging.

18. Contractor shall credit the **VENDEE** an amount equal to the dollar value established by the U.S. Department of Agriculture for Commodity food given to the **Contractor**.

19. Contractor agrees to provide meals for special functions, including, but not limited to, the annual Senior Ball, the annual Candlelight Dinner, Circle of

Friends, box breakfasts and box lunches for trips, annual picnics and any other special events. When necessary, early delivery is to be provided.

20. Contractor agrees to deliver meals (the number to be called in one (1) day in advance) for the Adult Day Care Program, located on the Lower Level of the Glen Cove Senior Center, 130 Glen Street, Glen Cove, NY at the same price and terms as provided herein.

21. Contractor agrees to supply an additional five per cent (5%) of daily meal count at no extra charge.

22. Contractor agrees to deliver the food in bulk.

CONDITIONS:

1. The **Vendee** agrees to accept from the **Contractor** 100 meals per day, (reserving the right to change this count, per day, as needed), five (5) days per week, for the full term of the contract, unless the contract is canceled as provided herein or the **Contractor** has breached a material term of the contract. Count to be called in one (1) day in advance.

2. The **Vendee** may cancel the entire contract on thirty (30) days' notice of cancellation of meal delivery. Should said services become detrimental to the participants of this project, the vendee has the right to cancellation of this contract in its entirety without affording the **Contractor** 30 days notice. Said contract may also be canceled in its entirety upon mutual agreement of both the **Vendee** and the **Contractor**.

FOR THE CONTRACTOR:

BY: Roberto Herrera
Roberto Herrera, Proprietor and Chef
RHA Restaurant Corp.

Date: 12/28/18

FOR THE CITY OF GLEN COVE:

BY: Timothy J. Tenke
Timothy J. Tenke, Mayor
City of Glen Cove

Date: 12/28/18

Nassau County Department of Health



Certificate of Completion

Be It Known That

ROBERTO HERRERA

Has Successfully Met The Requirements Of The
Food Service Managers Training Course

As Established By
The Office of Food Protection

Ilana Greenblatt
Program Director
Office of Food Protection

Lawrence E. Eisenstein, MD, MPH, FACP
Commissioner

Edward P. Mangano
County Executive

Date of Expiration

No. 70248167

January 31, 2020

www.nassaucountyny.gov/fmte

This certificate may not be duplicated and may only be assigned to one foodservice facility.

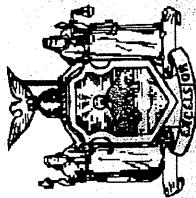
New York State Department of Taxation and Finance

Certificate of Authority

Identification number

900596856

(Use this number on all returns and correspondence)



R H A RESTAURANT CORP
LA CASA LATINA
611 OLD COUNTRY RD
WESTBURY NY 11590-4511

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
This certificate may not be photocopied or reproduced.

Photographs - copyright of NY'S Empire State Development
DIF-17-A (11/08)

4020111080098

COP0000488 2501700

VALIDATED

09/07/2010

Dept of Tax
and Finance



LAURA CURRAN
NASSAU COUNTY EXECUTIVE

PERMIT

To Operate a
Restaurant



LAWRENCE E. EISENSTEIN, MD, MPH, FACP
COMMISSIONER OF HEALTH

This is to certify that
R H A RESTAURANT CORP.

the operator of
5 DE MAYO

at

**611 OLD COUNTRY ROAD
WESTBURY, NY 11590**

Located in the *VILLAGE* of *WESTBURY* in *NASSAU* County
is granted permission to operate said establishment in compliance with the provisions
of **Subpart 14-1 of the State Sanitary Code** and
under the following conditions:

- (1) This permit is granted subject to any and all applicable State, Local and Municipal Laws, Ordinances, Codes, Rules and Regulations.

Effective Date June 30, 2018

Permit is NON-TRANSFERABLE

DONALD P IRWIN

Permit Issuing Official

This permit expires on **June 30, 2019** and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code **05952-06**

Permit Number **F0116994**

Operation ID **783460**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2018

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

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

PRODUCER National Insurance Brokerage of New York, Inc. 175 Oval Drive Islandia NY 11749 INSURED RHA Restaurant, Corp. dba, DBA: La Casa Latina 611 Old Country Road Westbury NY 11590	CONTACT NAME: Frances Tall PHONE (A/C No. Ext): (631) 273-4242 FAX (A/C No.): (631) 273-8990 E-MAIL ADDRESS: ftall@nibony.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Kingstone Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Hartford Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C: US Underwriters Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Kingstone Insurance Co		INSURER B: Hartford Insurance Co.		INSURER C: US Underwriters Insurance Company		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: Master 18-19

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BOP7003658	12/5/2018	12/5/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPIOP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			12WECAB7FEL	6/19/2019	6/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Liquor Liability			CL3576604	12/5/2018	12/5/2019	\$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Glen Cove Senior Center
 130 Glen St A
 Glen Cove, NY 11542

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Cormio / FRANN

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Resolution 6-G





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

BUDGET TRANSFER FORM

DEPARTMENT: CONTINGENCY

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A8760-55950	EMERGENCY DISASTER WORK	\$10,000	
A1990-55940	CONTINGENCY		\$10,000

Reason for Transfer:

TO TRANSFER FUNDS FROM MAYOR'S CONTINGENCY
BUDGET TO FUND UNBUDGETED EXPENDITURES
RELATED TO CONTAINMENT AND AVOIDANCE OF COVID-19

Department Head Signature: _____

Date: _____

City Controller Approval: _____

Date: MARCH 31, 2020

City Council Approval – Resolution Number: _____

Date: _____

Resolution 6-H





CITY OF GLEN COVE

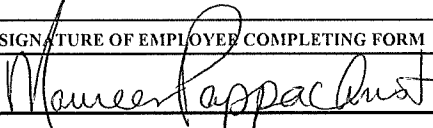

PURCHASE REQUISITION FORM

DATE: 03/31/2020

P.O. NUMBER:

FROM DEPT: Police Department & EMS	FUND LINE NAME: Emergency Disaster Work	SHIP TO: Glen Cove Police Department One Bridge Street Glen Cove, NY 11542
	FUND LINE NUMBER: A8760-55950	ATTENTION OF:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10.00	COVID-19 Test Kit (20 per case) for PD	660.00	\$ 6,600.00
5.00	COVID-19 Test Kit (20 per case) for EMS	660.00	\$ 3,300.00
			\$ 0.00
	(*This is an increase of kits from previous requisition of 3/30/20 which should be disregarded.)		\$ 0.00
			\$ 0.00

SIGNATURE OF EMPLOYEE COMPLETING FORM 	RECOMMENDED VENDOR: Henry Schein PO Box 371952 Pittsburgh, PA 15250-7952	ESTIMATED TOTAL COST: \$ 9,900.00
DEPARTMENT HEAD SIGNATURE 	CITY VENDOR # 81112	ACTUAL COST: \$ 9,900.00

** QUOTE(S) OR RELEVANT BACKUP MUST BE ACCOMPANIED WITH THIS FORM. FAILURE TO DO THIS WILL RESULT IN NO PO# BEING GENERATED, NO EXCEPTIONS!*

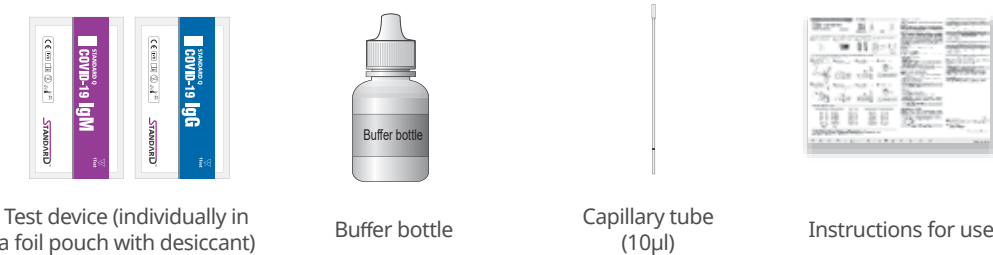
STANDARD Q COVID-19 IgM/IgG Duo

STANDARD™ Q COVID-19 IgM/IgG Duo Test

PLEASE READ CAREFULLY BEFORE YOU PERFORM THE TEST



KIT CONTENTS



Test device (individually in a foil pouch with desiccant)

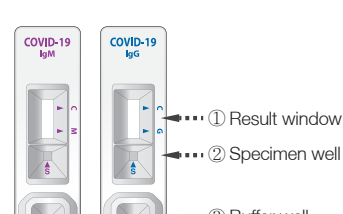
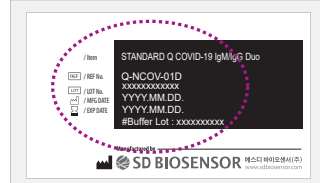
Buffer bottle

Capillary tube (10µl)

Instructions for use

PREPARATION - Be sure to test both STANDARD Q COVID-19 IgM and IgG simultaneously.

- Carefully read instructions for using STANDARD Q COVID-19 IgM/IgG Duo Test.
- Check the expiry date at the back of the foil pouch. Do not use the test device, if expiry date has passed.
- Open both STANDARD Q COVID-19 IgM and IgG pouches, and check the test devices and the desiccant in each pouches.



Yellow

Green

Yellow: Valid
Green: Invalid

<Foil pouch>

<Test device>

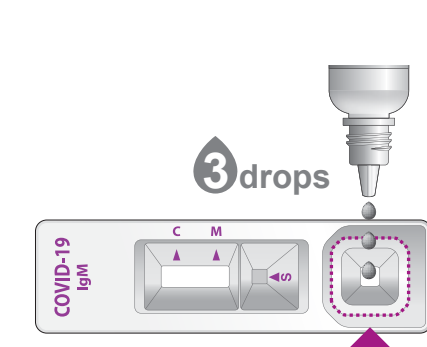
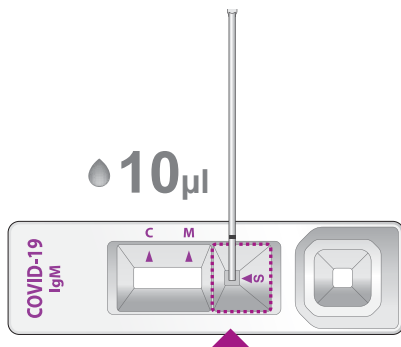
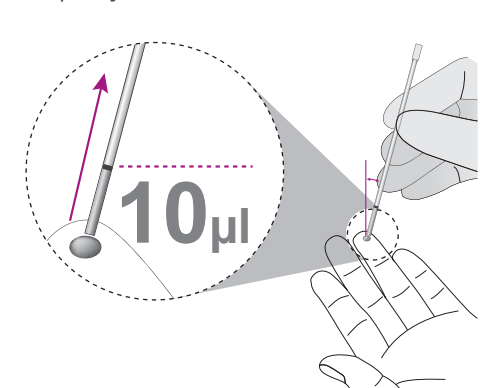
<Desiccant>

TEST PROCEDURE - Be sure to test both STANDARD Q COVID-19 IgM and IgG simultaneously.

The test procedures for both COVID-19 IgM and IgG are the same.

Using Capillary whole blood

- Collecting of Specimen**
Using a capillary tube, collect the 10µl of capillary whole blood to the black line of the capillary tube.
- Adding of Specimen**
Add the collected capillary whole blood to the specimen well of the test device.
- Dropping of buffer**
Add 3 drops (90µl) of buffer vertically into the buffer well of the test device.
- Reading Time**
Read test result at 10~15 minutes.



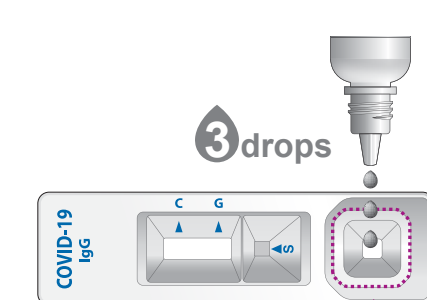
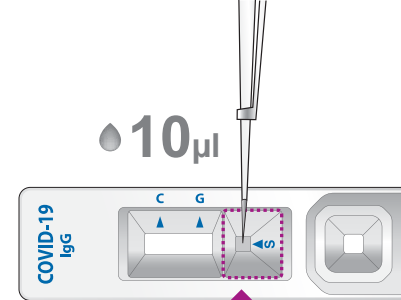
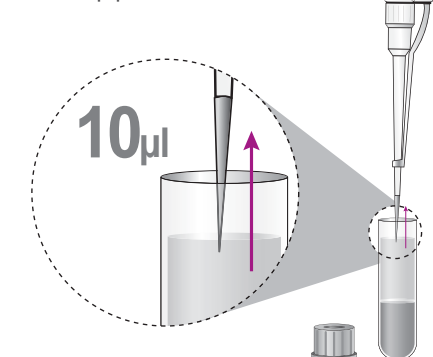
10 - 15 mins



• Do not read test results after 15 minutes. It may give false results.

Using serum/plasma/venous whole blood

- Collecting of Specimen**
Using a micropipette, collect the 10µl of serum, plasma or venous whole blood with micropipette.
- Adding of Specimen**
Add the collected serum/plasma or venous whole blood to the specimen well of the test device.
- Dropping of buffer**
Add 3 drops (90µl) of buffer vertically into the buffer well of the test device.
- Reading Time**
Read test result at 10~15 minutes.

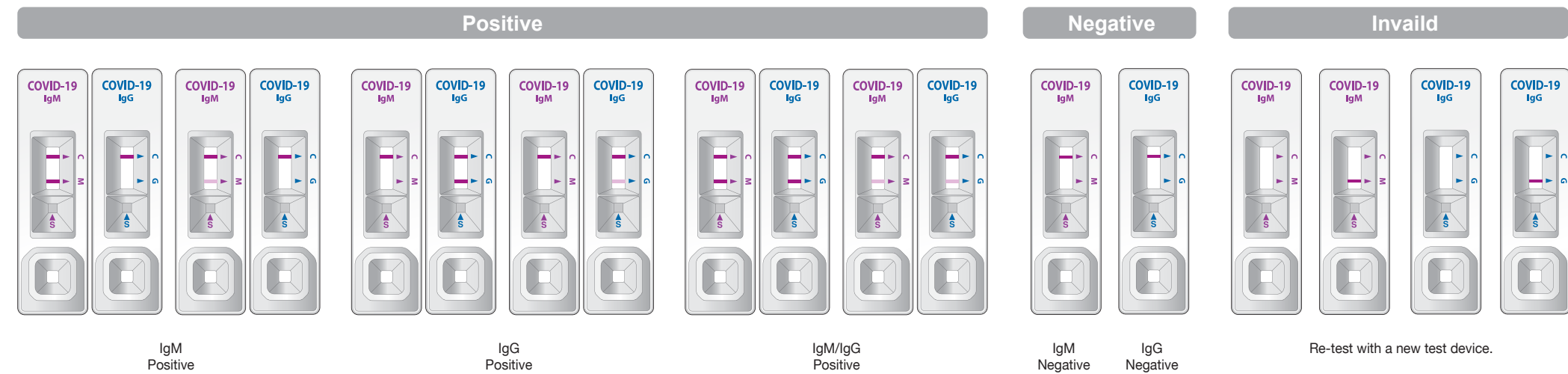


10 - 15 mins



• Do not read test results after 15 minutes. It may give false results.

INTERPRETATION OF TEST RESULT



- A colored band will appear in the top section of the result window to show that the test is working properly. This band is control line (C).
- A colored band will appear in the lower section of the result window. These bands are test line of IgM/IgG (M, G).
- Even if the control line is faint, or the test line isn't uniform, the test should be considered to be performed properly and the test result should be interpreted as a positive result.

* STANDARD Q COVID-19 IgM/IgG Duo Test may cross-react with antibody against SARS-Corona-1.
* Results from antibody testing should not be used as the sole basis to diagnose or exclude SARS-CoV-2 infection or to inform infection status.
* Positive results should be considered in conjunction with the clinical history, RT-PCR results and other data available.

EXPLANATION AND SUMMARY

[Introduction]

Coronavirus is a single-stranded positive-sense RNA virus with an envelope of about 80 to 120 nm in diameter. Its genetic material is the largest of all RNA viruses and is an important pathogen of many domestic animals, pets, and human diseases. It can cause a variety of acute and chronic diseases. Common signs of a person infected with a coronavirus include respiratory symptoms, fever, cough, shortness of breath, and dyspnea. In more severe cases, infection can cause pneumonia, severe acute respiratory syndrome, kidney failure, and even death. The 2019 new coronavirus, or "COVID-19", was discovered because of Wuhan Viral Pneumonia cases in 2019, and was named by the World Health Organization on January 12, 2020, confirming that it can cause colds and the Middle East Respiratory Syndrome (MERS) and more serious diseases such as acute respiratory syndrome (SARS). This kit is helpful for the auxiliary diagnosis of coronavirus infection. The test results are for clinical reference only and cannot be used as a basis for confirming or excluding cases alone.

[Intended use]

STANDARD Q COVID-19 IgM/IgG Duo Test is a rapid chromatographic immunoassay for the qualitative detection of specific antibodies to SARS-CoV-2 present in human serum, plasma or whole blood. This test is for *in vitro* professional diagnostic use and intended as an aid to diagnosis of SARS-CoV-2 infection in convalescent phase of patient with clinical symptoms of COVID-19 infection. It provides only an initial screening test result. More specific alternative diagnosis methods should be performed in order to obtain the confirmation of SARS-CoV-2 infection.

[Test principle]

STANDARD Q COVID-19 IgM/IgG Duo Test has two pre-coated lines, "C" Control line, "G" Test line for the COVID-19 IgG Device and "C" Control line, "M" Test line for the COVID-19 IgM device on the surface of the nitrocellulose membrane. Both the control line and test line in the result window are not visible before applying any specimens. Goat polyclonal anti-mouse IgG antibody is coated on the control line region and SARS-CoV-2 recombinant protein is coated on the test line region. Monoclonal anti-human IgM antibody conjugated with colloidal gold particles are used as detectors for COVID-19 IgG device and Monoclonal anti-human IgM antibody conjugated with colloidal gold particles are used as detectors for COVID-19 IgM device. During the test, SARS-CoV-2 antibodies in the Specimen interact with Monoclonal anti-human IgM antibody conjugated with colloidal gold particles or Monoclonal anti-human IgM antibody conjugated with colloidal gold particles making antibody-antibody gold particle complex. This complex migrates on the membrane via capillary action until the test line, where it will be captured by the SARS-CoV-2 recombinant protein. A violet test line would be visible in the result window if SARS-CoV-2 antibodies are present in the Specimen. The intensity of violet test line will vary depending upon the amount of SARS-CoV-2 antibodies present in the Specimen. If SARS-CoV-2 antibodies are not present in the Specimen, then no color appears in the test line. The control line is used for procedural control, and should always appear if the test procedure is performed properly and the test reagents of the control line are working.

[Kit contents]

- Test device (individually in a foil pouch with desiccant)
- Buffer bottle
- Capillary tube (10µl)
- Instructions for use

KIT STORAGE AND STABILITY

Store the kit at room temperature, 2-30°C / 36-86°F, out of direct sunlight. Kit materials are stable until the expiration date printed on the outer box. Do not freeze the kit.

WARNINGS AND PRECAUTIONS

- Do not re-use the test kit.
- Do not use the test kit if the pouch is damaged or the seal is broken.
- Do not use the buffer of another lot.
- Do not smoke, drink or eat while handling specimen.
- Wear personal protective equipment, such as gloves and lab coats when handling kit reagents. Wash hands thoroughly after the tests are done.
- Clean up spills thoroughly using an appropriate disinfectant.
- Handle all specimens as if they contain infectious agents.
- Observe established precautions against microbiological hazards throughout testing procedures.
- Dispose of all specimens and materials used to perform the test as bio-hazard waste. Laboratory chemical and biohazard wastes must be handled and discarded in accordance with all local, state, and national regulations.
- Desiccant in foil pouch to absorb moisture and keep humidity from affecting products. If the moisture indicating desiccant beads change from yellow to green, the test device in the pouch should be discarded.

SPECIMEN COLLECTION AND PREPARATION

[Serum]

- Collect the whole blood into the commercially available plain tube, NOT containing anti-coagulants such as heparin, EDTA by venipuncture and leave to settle for 30 minutes for blood coagulation and then centrifuge blood to get serum specimen of supernatant.
- If serum in the plain tube is stored in a refrigerator at 2-8°C/36-46°F, the specimen can be used for testing within 1 week after collection. Using the specimen in the long-term keeping more than 1 week can cause non-specific reaction. For prolonged storage, it should be at below -40°C/-40°F.
- They should be brought to room temperature prior to use.

[Plasma]

- Collect the venous blood into the commercially available anti-coagulant tube such as heparin, EDTA by venipuncture and centrifuge blood to get plasma specimen.
- If plasma in an anti-coagulant tube is stored in a refrigerator at 2-8°C/36-46°F, the specimen can be used for testing within 1 week after collection. Using the specimen in the long-term keeping more than 1 week can cause non-specific reaction. For prolonged storage, it should be at below -40°C/-40°F.
- They should be brought to room temperature prior to use.

[Whole blood]

• Capillary whole blood

- Capillary whole blood should be collected aseptically by fingertip.
- Clean the area to be lanced with an alcohol swab.
- Squeeze the end of the fingertip and pierce with a sterile lancet.
- Using a capillary tube, collect the 10µl of capillary whole blood to the black line of the capillary tube.
- The capillary whole blood must be tested immediately after collection.

• Venous whole blood

- Collect the venous whole blood into the commercially available anti-coagulant tube such as heparin, EDTA by venipuncture.
- If venous whole blood in an anti-coagulant tube is stored in a refrigerator at 2-8°C/36-46°F, the specimen can be used for testing within 1-2 days after collection.
- Do not use hemolyzed blood specimens.

[Performance characteristics]

Test were performed according to instructions for use of STANDARD Q COVID-19 IgM/IgG Duo Test with residual serum from 33 positive patients confirmed by real-time PCR (2019-nCoV Real-time PCR kit) method and 30 healthy donors at Seoul National University hospital in Bundang, Korea.

• Positive specimens

No.	Onset of Symptom date	Confirmation Test date	Blood collection date	Days after symptom onset	STANDARD Q COVID-19 IgM/IgG Duo Test result	
					IgM	IgG
1	Unknown	Feb. 09, 2020	Feb. 17, 2020	Unknown	Positive	Pos weak
2	Unknown	Jan. 30, 2020	Feb. 17, 2020	Unknown	Positive	Positive
3	Unknown	Feb. 02, 2020	Feb. 17, 2020	Unknown	Positive	Positive
4	Feb. 15, 2020	Feb. 23, 2020	Feb. 23, 2020	8	Pos weak	Pos weak
5	Feb. 15, 2020	Feb. 23, 2020	Feb. 27, 2020	12	Pos weak	Positive
6	Feb. 15, 2020	Feb. 23, 2020	Mar. 03, 2020	17	Pos weak	Positive
7	Feb. 06, 2020	Feb. 09, 2020	Feb. 13, 2020	7	Negative	Negative
8	Feb. 06, 2020	Feb. 09, 2020	Feb. 21, 2020	15	Pos weak	Positive
9	Feb. 06, 2020	Feb. 09, 2020	Mar. 03, 2020	26	Pos weak	Positive
10	Feb. 18, 2020	Feb. 19, 2020	Feb. 19, 2020	1	Negative	Negative
11	Feb. 18, 2020	Feb. 19, 2020	Feb. 26, 2020	8	Negative	Positive
12	Feb. 19, 2020	Feb. 19, 2020	Feb. 23, 2020	4	Negative	Negative
13	Feb. 15, 2020	Feb. 23, 2020	Feb. 23, 2020	8	Positive	Positive
14	Feb. 6, 2020	Feb. 9, 2020	Mar. 03, 2020	26	Positive	Positive
15	Jan. 30, 2020	Feb. 09, 2020	Feb. 1, 2020	10	Negative	Negative
16	Jan. 25, 2020	Feb. 1, 2020	Feb. 12, 2020	18	Positive	Positive
17	Feb. 25, 2020	Feb. 25, 2020	Mar. 03, 2020	7	Negative	Positive
18	Feb. 15, 2020	Feb. 23, 2020	Feb. 25, 2020	10	Positive	Positive
19	Feb. 6, 2020	Feb. 9, 2020	Feb. 21, 2020	15	Positive	Positive
20	Jan. 30, 2020	Feb. 1, 2020	Feb. 13, 2020	14	Positive	Positive
21	Jan. 25, 2020	Feb. 1, 2020	Feb. 09, 2020	15	Trace	Positive
22	Feb. 15, 2020	Feb. 23, 2020	Feb. 26, 2020	11	Positive	Positive
23	Feb. 6, 2020	Feb. 9, 2020	Feb. 17, 2020	11	Positive	Positive
24	Jan. 30, 2020	Feb. 1, 2020	Feb. 06, 2020	7	Negative	Negative
25	Feb. 18, 2020	Feb. 21, 2020	Feb. 26, 2020	8	Negative	Negative
26	Feb. 15, 2020	Feb. 23, 2020	Feb. 27, 2020	12	Positive	Positive
27	Feb. 6, 2020	Feb. 9, 2020	Mar. 01, 2020	24	Positive	Positive
28	Jan. 25, 2020	Feb. 17, 2020	Feb. 17, 2020	23	Positive	Positive
29	Feb. 25, 2020	Feb. 25, 2020	Mar. 02, 2020	6	Negative	Positive
30	Feb. 15, 2020	Feb. 23, 2020	Feb. 29, 2020	14	Positive	Positive
31	Feb. 22, 2020	Feb. 24, 2020	Mar. 06, 2020	13	Negative	Positive
32	Feb. 4, 2020	Feb. 4, 2020	Feb. 20, 2020	16	Negative	Positive
33	Feb. 4, 2020	Feb. 4, 2020	Feb. 20, 2020	16	Negative	Positive

• Negative specimens

No.	Blood collection date	STANDARD Q COVID-19 IgM/IgG Duo Test result	
		IgM	IgG
1	Mar. 6, 2020	Negative	Negative
2	Feb. 20, 2020	Negative	Negative
3	Mar. 4, 2020	Negative	Negative
4	Mar. 5, 2020	Negative	Negative
5	Mar. 9, 2020	Negative	Negative
6	Mar. 7, 2020	Negative	Negative
7	Mar. 11, 2020	Negative	Negative
8	Mar. 5, 2020	Negative	Negative
9	Mar. 11, 2020	Negative	Negative
10	Mar. 7, 2020	Negative	Negative
11	Mar. 9, 2020	Negative	Negative
12	Mar. 6, 2020	Negative	Negative
13	Mar. 4, 2020	Negative	Negative
14	Feb. 20, 2020	Negative	Negative
15	Feb. 19, 2020	Negative	Negative
16	Feb. 18, 2020	Negative	Negative
17	Feb. 25, 2020	Negative	Negative
18	Feb. 20, 2020	Negative	Negative
19	Feb. 25, 2020	Negative	Pos weak
20	Feb. 17, 2020	Negative	Negative
21	Feb. 20, 2020	Negative	Negative
22	Feb. 20, 2020	Negative	Negative
23	Feb. 20, 2020	Negative	Negative
24	Feb. 19, 2020	Negative	Negative
25	Feb. 13, 2020	Negative	Negative
26	Feb. 10, 2020	Negative	Negative
27	Feb. 10, 2020	Negative	Negative
28	Feb. 2, 2020	Negative	Negative
29	Feb. 12, 2020	Negative	Negative
30	Feb. 6, 2020	Negative	Negative

Result :

- STANDARD Q COVID-19 IgM showed 63.6% of sensitivity and 100% of specificity.
- STANDARD Q COVID-19 IgG showed 81.8% of sensitivity and 96.6% of specificity.
- STANDARD Q COVID-19 IgM + IgG showed 81.8% of sensitivity and 100% of specificity.
- The IgM test results of the specimens collected after 8 days and 10 days from the date of symptom onset below.

The IgM test result of the specimens collected after 8 days from the date of symptom onset				The IgM test result of the specimens collected after 10 days from the date of symptom onset			
After 8 days from the date of symptom onset	PCR	PCR		After 10 days from the date of symptom onset	PCR	PCR	
		Positive	Negative			Positive	Negative
COVID-19 IgM	Positive	21	0	Total	COVID-19 IgM	Positive	18
	Negative	6	30			Negative	4
Total		27	30		Total	22	30
Sensitivity : 77.8%, Specificity : 100%				Sensitivity : 81.8%, Specificity : 100%			

The IgG test results of the specimens collected after 8 days and 10 days from the date of symptom onset below

The IgG test result of the specimens collected after 8 days from the date of symptom onset				The IgG test result of the specimens collected after 10 days from the date of symptom onset			
After 8 days from the date of symptom onset	PCR	PCR		After 10 days from the date of symptom onset	PCR	PCR	
		Positive	Negative			Positive	Negative
COVID-19 IgG	Positive	25	1	Total	COVID-19 IgG	Positive	23
	Negative	2	29			Negative	1
Total		27	30		Total	24	30
Sensitivity : 92.6%, Specificity : 96.6%				Sensitivity : 95.8%, Specificity : 96.6%			

- Based on result of test with positive specimens, it was found that IgM antibody diagnosis with STANDARD Q COVID-19 IgM/IgG Duo Test was effective for diagnosis of COVID-19 from the time when after about 7 days from the date of symptom onset. And STANDARD Q COVID-19 IgM/IgG Duo Test showed a high specificity in the test with negative specimens.

ANALYTICAL PERFORMANCE

- Limit of Detection:** IgM-0.02 mg/ml, IgG-0.02 mg/ml
- Cross-Reactivity:** No cross-reactivity for HIV positive plasma, Japanese Encephalitis positive plasma, Zika virus positive plasma, Chikungunya positive plasma, Dengue IgM positive plasma, Salmonella typhi IgM positive plasma, Rubella IgM, CMV IgG/IgM, Tick borne encephalitis IgM positive plasma, West Nile Virus positive plasma, Treponema pallidum, HAV IgG positive plasma, HBV IgG positive plasma, HCV Ab positive plasma, Influenza vaccine positive plasma, Leishmania positive plasma, Brucella IgM positive plasma, Chagas positive plasma, Toxoplasma positive plasma and Filariasis positive plasma for IgM and IgG
- Interference study:** No Interference for Respiratory Specimens (Mucin: bovine submaxillary gland type I-S, Blood (human), EDTA anticoagulated, Biotin, Nasal sprays/Neosymphrine, Afrin Nasal Spray, Saline Nasal Spray), Homeopathic Zicam Allergy Relief medicine (Homeopathic Zicam Allergy Relief Nasal Gel, Sodium Cromoglycate, Olopatadine Hydrochloride), Anti-viral drugs (Zanamivir, Oseltamivir, Artemether-lumefantrine, Doxycycline hydrate, Quinine, Lariamidine, Ribavirin, Dactacrisin), Anti-inflammatory medication (Acetaminophen, Acetylsalicylic acid, Ibuprofen), Antibiotic (Mupirocin, Tobramycin, Erythromycin, Ciprofloxacin), Human anti-mouse antibody, Pregnant woman, Elevated levels of C-reactive protein for IgM and IgG
- High-dose Hook Effect:** No hook effect at the concentration of 1.25 mg/ml for IgM and 0.3 mg/ml for IgG
- Matrix Equivalency:** The difference of Matrix (Capillary whole blood, Plasma, Serum) and Anticoagulant (EDTA, Heparin, Sodium citrate) does not affect the result.

Sort	Matrix	Anticoagulant	Spiked Concentration	Agreement to expected result
COVID-19 IgG antibody spiked	Serum	NA	0.04 mg/ml	100%(25/25)
	Plasma	Heparin	0.04 mg/ml	100%(25/25)
		EDTA	0.04 mg/ml	100%(25/25)
		Sodium Citrate	0.04 mg/ml	100%(25/25)
	Venous whole blood	Heparin	0.04 mg/ml	100%(25/25)
		EDTA	0.04 mg/ml	100%(25/25)
		Sodium Citrate	0.04 mg/ml	100%(25/25)
	Capillary whole blood	EDTA	0.04 mg/ml	100%(25/25)
COVID-19 IgG antibody spiked	Serum	NA	0.04 mg/ml	100%(25/25)
	Plasma	Heparin	0.04 mg/ml	100%(25/25)
		EDTA	0.04 mg/ml	100%(25/25)
		Sodium Citrate	0.04 mg/ml	100%(25/25)
	Venous whole blood	Heparin	0.04 mg/ml	100%(25/25)
		EDTA	0.04 mg/ml	100%(25/25)
		Sodium Citrate	0.04 mg/ml	100%(25/25)
	Capillary whole blood	EDTA	0.04 mg/ml	100%(25/25)
N/A	Serum	NA	N/A	100%(25/25)
	Plasma	Heparin	N/A	100%(25/25)
		EDTA	N/A	100%(25/25)
		Sodium Citrate	N/A	100%(25/25)
	Venous whole blood	Heparin	N/A	100%(25/25)
		EDTA	N/A	100%(25/25)
		Sodium Citrate	N/A	100%(25/25)
	Capillary whole blood	EDTA	N/A	100%(25/25)



CITY OF GLEN COVE

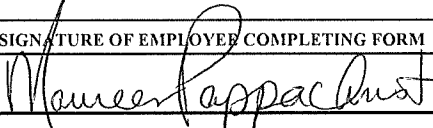

PURCHASE REQUISITION FORM

DATE: 03/31/2020

P.O. NUMBER:

FROM DEPT: Police Department & EMS	FUND LINE NAME: Emergency Disaster Work	SHIP TO: Glen Cove Police Department One Bridge Street Glen Cove, NY 11542
	FUND LINE NUMBER: A8760-55950	ATTENTION OF:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10.00	COVID-19 Test Kit (20 per case) for PD	660.00	\$ 6,600.00
5.00	COVID-19 Test Kit (20 per case) for EMS	660.00	\$ 3,300.00
			\$ 0.00
	(*This is an increase of kits from previous requisition of 3/30/20 which should be disregarded.)		\$ 0.00
			\$ 0.00

SIGNATURE OF EMPLOYEE COMPLETING FORM 	RECOMMENDED VENDOR: Henry Schein PO Box 371952 Pittsburgh, PA 15250-7952	ESTIMATED TOTAL COST: \$ 9,900.00
DEPARTMENT HEAD SIGNATURE 	CITY VENDOR # 81112	ACTUAL COST: \$ 9,900.00

*** QUOTE(S) OR RELEVANT BACKUP MUST BE ACCOMPANIED WITH THIS FORM. FAILURE TO DO THIS WILL RESULT IN NO PO# BEING GENERATED, NO EXCEPTIONS!**

COVID-19 TEST KIT PURCHASE AGREEMENT

CUSTOMER ACCOUNT NUMBER: 3699242

This COVID-19 Test Kit Purchase Agreement (this "Agreement") is entered into as of 3/31, 2020 ("Effective Date"), by and between Henry Schein, Inc. ("HSI") and City of Glen Cove ("Customer").

1. TERMS AND CONDITIONS

- a. Customer hereby agrees to purchase Standard Q COVID-19 IgM/IgG test kits (the "Test Kits"). Customer is agreeing to purchase 15 boxes of Test Kits at the time of execution of this Agreement. Any and all future orders of Test Kits made pursuant to a separate purchase order or otherwise shall be subject to the terms and conditions of this Agreement.
- b. All purchases are non-cancelable and non-refundable. The Test Kits are not returnable.
- c. Except as otherwise set forth in this Agreement, sales of the Test Kits to Customer shall be subject to HSI's "Legal Terms and Conditions" available at <https://www.henryschein.com/us-en/medical/LegalTerms.aspx> (or such other URL of HSI's website www.henryschein.com), as in effect from time to time.

2. PRICING

- a. The purchase price is \$ 660 /box of Test Kits (20 Test Kits/box). Prices for any future orders may be subject to change.
- b. The purchase price for the Test Kits are exclusive of all local, state and federal taxes, including sales, use and similar taxes. Customer shall be responsible for the payment of any and all taxes. All amounts payable under this Agreement shall be paid in U.S. dollars within 15 days of the invoice date.
- c. All orders are subject to (a) (i) a handling charge for each order in an amount equal to \$3.50 or, (ii) in the case of an order less than \$200 ("Small Order"), a \$12.50 fee for each Small Order plus, (b) in each case (i) and (ii), a fuel surcharge. Rush orders requested to be upgraded to next day air and any order of Products that require special handling, will incur additional charges in accordance with UPS shipping zone schedules for the weight of the package.

3. CUSTOMER REPRESENTATIONS, WARRANTIES AND COVENANTS

- a. Customer represents, warrants and covenants that it is purchasing the Test Kits solely for its own use and will not resell the Test Kits to any third party.
- b. Customer shall ensure that any and all tests performed or administered using the Test Kits are only performed or administered by Healthcare Workers or laboratories. For purposes of this Agreement, "Healthcare Worker" means all appropriately licensed persons serving in healthcare settings within the scope of their license or persons appropriately acting under the supervision or direction of such licensed persons. These Healthcare Workers include, but are not limited to, physicians, physician assistants, nurse practitioners, registered nurses, nurse assistants, emergency medical service personnel, pharmacists, technicians, therapists, and phlebotomists. Healthcare Workers may be employed or contracted by a healthcare facility.
- c. Customer shall ensure that a test report substantially in the form of Exhibit A is provided to each person on whom a Test Kit is used. For the avoidance of doubt, the completed test reports are to be provided to the persons on whom a Test Kit is used and are NOT to be provided back to HSI.

Customer will defend, indemnify and hold harmless HSI and its affiliates, successors and assigns and all their respective directors, officers, and employees against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including without limitation reasonable attorney fees and costs, arising from or related to Customer's breach of Section 3 of this Agreement. This Section 3 shall survive termination of this Agreement.

4. OTHER

This Agreement shall have a term of 2 years. This Agreement may not be assigned without HSI's prior written consent. This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. This Agreement, including the exhibits attached hereto, and the terms and conditions referred to herein, each of which is incorporated herein by reference in its

CONFIDENTIAL

LETTER OF AGREEMENT 1/31/2020

entirety, constitutes the entire agreement between Customer and HSI with respect to the Test Kits. The terms contained in this Agreement shall supersede any conflicting terms contained in any document used or submitted by either party, including any purchase order, in connection with the purchase of Test Kits covered by this Agreement. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement may be executed by the exchange of faxed, executed copies, certified electronic signatures or copies delivered by electronic mail in Adobe Portable Document or similar format, and any signature transmitted by such means for the purposes of executing this Agreement shall be deemed an original for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal effective the date first written above.

Henry Schein, Inc.

By: _____

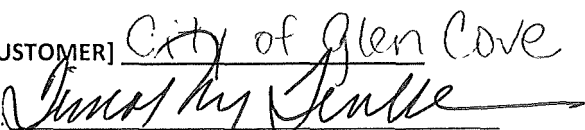
Name: _____

Title: _____

Address for Notices:

135 Duryea Road
Melville, New York 11747
Fax: (631) 843-5660
Attn: General Counsel

[CUSTOMER]

City of Glen Cove
By: 

Name: Timothy Tenke

Title: Mayor

Address for Notices:

Fax: _____

Attn: _____

Resolution 6-I



Good Afternoon,

I have been advised by our 3rd party ambulance billing vendor (Change HealthCare) that with the recent deregulation and expansion of ambulance billing during the pandemic. The current model only allows for billing for all treated/transported patients at the BLS, ALS1, ALS2 level of service, the expansion would include incidents where the patient was pronounced with resuscitation, and not transported “Dead After Arrival” and “Refusal of Medical Treatment”.

Code	Rate
BLS	\$1084.13
ALS1	\$1301.18
ALS2	\$1355.44
Mileage (loaded)	\$15.00
Pronouncement with Resuscitation, no transport	\$1325.00
Refusal of Medical Treatment & Transport	\$275.00

In the past ambulance billing fees have been and been brought before city council for approval on resolution. The resolution will include to two additional codes with the associated rates. I would ask that the resolution be retroactive to March 30, 2020.

I have attached 2 links from CMS.

<https://www.cms.gov/newsroom/fact-sheets/additional-backgroundsweeping-regulatory-changes-help-us-healthcare-system-address-covid-19-patient>

<https://www.cms.gov/files/document/covid-ambulances.pdf>

Thank you,

Christopher DeMetropolis
EMS Supervisor