

6-A – Resolution

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)

6-B – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to retroactively accept the proposal of Anker's Electric Service, Inc. for electrical repair services located at Pascucci Field in the amount of \$4,020.

Budget Line: H7140-91400-1421

6-C – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to retain ProChamps, a sole source provider, to administer the City of Glen Cove's Mortgage in Default Registry under a net remit arrangement whereby ProChamps' fee of \$100 per collection will be deducted from each semi-annual registration fee and remitted to the City.

6-D – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to amend existing franchise agreement with Verizon New York Inc. to authorize Verizon New York Inc. to provide cable television service to the entire City of Glen Cove.

Ordinance offered by Mayor Tenke and seconded by: _____

ORDINANCE 1/2021

**ORDINANCE CREATING CHAPTER 168, ARTICLE XI OF THE CITY CODE OF
ORDINANCES OF THE CITY OF GLEN COVE TO BE ENTITLED, “REGISTRATION OF
FORECLOSURE MORTGAGE PROPERTIES”; PROVIDING FOR PURPOSE, INTENT, AND
APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND
MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES; AND PROVIDING
FOR PENALTIES AND ENFORCEMENT**

WHEREAS, the City Council desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the City of Glen Cove and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City; and

WHEREAS, the City Council recognizes properties subject to foreclosure action or foreclosed upon (hereinafter referred to as “Registrable Properties”) located throughout the City lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Council recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Council has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the City to discourage Registrable Property and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

NOW THEREFORE, BE IT ORDAINED:

The City Council of the City of Glen Cove finds that the implementation of the following changes and additions will assist the City in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing City regulations and laws.

- (a) That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof.
- (b) That the City Council of the City of Glen Cove does hereby amend the City Code of Ordinances by creating Chapter 168, Article XI entitled “Registration of Foreclosure Mortgage Properties” to read as follows.

Article XI. Registration of Foreclosing Mortgage Properties

Sec. 168-83 Purpose and Intent.

It is the purpose and intent of the City Council to establish a process to address the deterioration and decline in value of City neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not

properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the City Council's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

Sec. 168-84 Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building department official, zoning inspector, code enforcement officer, fire inspector, building inspector, police officer or other person authorized by the City to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements and/or observations by neighbors, passers-by, delivery agents, Enforcement Officers, or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities as assignee or owner.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Article; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Article.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits.

Registrable Property shall mean any Real Property located in the City, whether vacant or occupied, that is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or trustee and a judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed.

Registry shall mean a web-based electronic database of searchable real property records, used by the City to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Article.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months the property is

Registrable. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

Vacant shall mean any parcel of land in the City that contains any building or structure that is not lawfully occupied.

Sec. 168-85 Applicability and Jurisdiction.

This Article applies to Foreclosing or Foreclosed property within the City.

Sec. 168-86 Establishment of a Registry.

Pursuant to the provisions of this Article the City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Article.

Sec. 168-87 Inspection and Registration of Real Property Under Foreclosure.

- (a) Any Mortgagee who holds a mortgage on Real Property located within the City shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.
- (b) Property inspected pursuant to subsection (a) above that remains in Foreclosure, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.

- (c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the City Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain and secure the Real Property subject to the mortgage in Foreclosure when legally possible. A separate registration is required for each Registrable Property.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number, regardless of whether it is occupied or vacant.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of five hundred dollars (\$500.00) for each Registrable Property. Subsequent non-refundable Semi-Annual Registrations of properties and fees in the amount of five hundred dollars (\$500.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement, building department oversight and mitigation related to Defaulted properties, and (3) for any purpose relating to the purpose and intent of this Article. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.
- (f) If the mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Article. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Article. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (h) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every

thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable.
- (k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Article and shall be subject to a fine of not more than two thousand five hundred dollars (\$2,500.00) and/or enforcement by any of the enforcement means available to the City.
- (l) If any property is in violation of this Article the City may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (m) Registration of foreclosure property does not alleviate the Mortgagee and/or Owner from obtaining all required licenses, permits and inspections required by applicable code or State Statutes. Acquisition of required licenses, permits and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this section. Mortgagee and/or Owner is expected to update the status of the property in the event of a Mortgagee managed rental.

Sec. 168-88 Maintenance Requirements

- (a) Properties subject to this Article shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Article may result in a violation of the applicable code(s) and/or laws and issuance of a citation or notice of violation in accordance with the applicable code(s) of the City. Pursuant to a finding and determination by a court of competent jurisdiction, the City may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with any and all applicable code(s) of the City of Glen Cove Code of Ordinances, the New York State Building Code and New York State Property Maintenance Code, as amended from time to time.

Sec. 168-89 Security Requirements

- (a) Properties subject to this Article shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.

- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Article, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable codes of the City of Glen Cove Code of Ordinances, the New York State Building Code and New York State Property Maintenance Code, as amended from time to time.
- (e) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Article is a violation of this section, shall be punishable by a fine of up to two thousand five hundred dollars (\$2,500.00) and shall be subject to enforcement by any and/or all of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

Sec. 168-90 Provisions Supplemental.

The provisions of this Article are cumulative with and in addition to other available remedies. Nothing contained in this Article shall prohibit the City from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes and any other applicable law by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law.

Sec. 168-91 Public Nuisance.

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the City.

Sec. 168-92. Additional Authority.

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Article is posing a serious threat to the public health, safety, and welfare, the Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before any Court of competent jurisdiction as soon as possible to address the conditions of the property. Nothing herein shall limit the City from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Enforcement Officer shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of on-site security guard, or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property poses a serious threat to the public health, safety, and welfare, then an Enforcement Officer or Court of competent jurisdiction may direct the appropriate City personnel to abate the violations and charge the Mortgagee or Owner with the cost of the abatement in accordance with applicable law.
- (d) If the Mortgagee or Owner does not reimburse the City for the cost of temporarily securing the property, or of any abatement directed by Enforcement Officer, within thirty (30) days of the City sending the Mortgagee or Owner the invoice then the City may lien the property with such cost, along with an administrative fee as determined in the City's applicable fee ordinance to recover the cost of administrative personnel services. In addition to filing a lien pursuant to applicable law, the City may pursue other and additional financial penalties against the Mortgagee or Owner.
- (e) The City may contract with an entity to implement this Article, and, if so, any reference to the Enforcement Officer herein shall include the entity the City contracts with for that purpose.

Sec. 168-93 Immunity of Enforcement Officer.

Any Enforcement Officer or any person authorized by the City to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Article.

Sec. 168-94 Severability.

It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this Article are severable, and if any phrase, clause, sentence, paragraph, or section of this Article shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Article.

Sec. 168-95 Effective Date.

This ordinance shall become effective immediately upon adoption.

6-F – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to purchase 2017 Dodge Charger from Oyster Bay Cove by auction in the amount of \$10,000, for the use by Harbor Patrol.

Budget Line: A5720-52250

6-G – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes Christopher DeMetropolis to attend 13th Annual EMS Law, March 25, March 28, 2021, Online, at a cost of \$250.00.

Budget: A4540-54324

6-H – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into merchant services processing agreements with OpenEdge, a division of Global Payments Direct, Inc. to provide credit card and check processing services for the Tyler Technologies Water Department utility billing module.

Budget Line: F8300-54135

6-I – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the bid of Zain Construction Inc., as the lowest responsible bidder, for construction improvements to the Brewster Street Garage in the contract amount of \$210,589.50 along with any change orders not to exceed a total cost of \$450,000.00 subject to availability of grant funding and at no cost to the City.

Budget Line: H5110-52260-2029, H1490-52260-1753

6-J – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the sum of \$5,450 as awarded by Nassau County Department of Human Services, Office for the Aging and the New York State Office for the Aging under the 2021 Family First Coronavirus Relief Act. Contract CQHS21000037 is for the funding period of January 1, 2021 through September 30, 2021.

Budget Line: A7030-43800 FFCRA

6-K – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to retroactively accept the purchase of a 2021 Chevrolet Equinox AWD 4DR LT for Code Enforcement in the amount of \$23,483.40.

Budget Line: H3630-52250-2019

6-L – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to update certain fees relating to the Building Department, Zoning Board of Appeals, and Planning Board.

Ch. 111: Building Construction

	<u>Current Fee</u>	<u>New Fee</u>
POD Storage Container Permit (3 month permit)	No Fee	\$25.00
Fence Permit (NEW) Greater than 4 ft. (6ft. High Max)	No Fee	\$50.00

Ch. 280: Zoning

PILOP (added 8/28/2012)

	<u>Current Fee</u>	<u>New Fee</u>
Nonresidential Uses:		
First five spaces	Free	Free
6-20 spaces	\$750.00 per space	\$900.00 per space
Over 20 spaces	\$3,000.00 each	\$4,000.00 each
Residential or Residential Mixed-Uses:	\$3,000.00 per space	\$4,000.00 per space
Certificate of occupancy	\$200.00	\$500.00
Residential projects:		
New Site Plan	\$750.00	\$1,000.00
Modifications to buildings or amendments to site plans <1 Acre	\$250.00	\$1,250.00
Modifications to buildings or amendments to site plans 1-5 Acres	\$250.00	\$3,000.00
Modifications to buildings or amendments to site plans 5+ Acres	\$250.00	\$5,000.00
For each ten (10) dwelling units or fraction thereof	\$250.00	\$500.00
Non-Residential or Mixed Use projects:		
New Site Plan	\$750.00	\$1,000.00
Modifications to buildings or amendments to site plans	\$500.00	\$750.00
For each ten thousand (10,000) square feet of floor space	\$500.00	\$750.00
Special use permits	\$500.00	\$750.00

Subdivisions

Minor subdivision and preliminary	\$500.00	\$750.00
Major subdivision	\$1,500.00	\$2,000.00
Final plat - Major Subdivision - per dwelling unit	\$100.00	\$125.00
Individual Site Plan per lot (where required)	\$100.00	\$125.00

Zoning Amendment

Petition for Amendment	\$750.00	\$1,000.00
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Deposit for Planning Consultant Review:

For projects up to 3,000 square feet or up to 10 dwelling units	\$500.00	\$2,000.00
For projects over 3,000 square feet or more than 10 dwelling units	\$1,000.00	\$3,000.00
For Minor Subdivision	\$500.00	\$750.00
Major Subdivision	\$1,000.00	\$1,500.00
For Zoning Amendment	\$750.00	\$1,000.00
For Miscellaneous	\$500.00	\$750.00
Deposit for Engineering Consultant Review (Escrow to reimburse City)	\$1,000.00	\$2,000.00
Residential Area Variance	\$200.00	\$400.00
Commercial Area Variance	\$300.00	\$500.00
Use Variance/Special Applications	\$500.00	\$750.00

Miscellaneous Fees:**Code of the City of Glen Cove**

Subdivision pamphlet	\$15.00	\$15.00 (PDF Free)
Zoning Ordinance pamphlet	\$35.00	\$35.00 (PDF Free)
Zoning map	\$20.00	\$20.00 (PDF Free)

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes procurement policy for the year 2021.

WHEREAS the procurement policy requires annual review in accordance with General Municipal Law, section 104-b(4),

WHEREAS the annual review has now been accomplished,

NOW THEREFORE be it resolved.

Resolution offered by Mayor Tenke and seconded by: _____

WHEREAS, SAFE Inc. provides the City of Glen Cove with Employee Assistance Program services available to all employees and their families; and

WHEREAS, SAFE Inc. provides the Substance Abuse Professional for the City's Drug and Alcohol Testing Program;

BE IT RESOLVED, that the City Council authorizes an annual budgeted payment, in the amount of \$60,000, to SAFE Inc. be released February 24, 2021.

Budget Line: A1210 - 55552

Public Hearing 2A



111 Main Street, 6th Floor
White Plains, NY 10601
(914) 821-9702
pamela.goldstein@verizon.com

Pamela N. Goldstein
Associate General Counsel

By Electronic Mail

December 21, 2020

Gaspare Tumminello
City Clerk
Glen Cove City Hall
9 Glen Street, 3rd Floor
Glen Cove, NY 11542

*Re: Amendment to Cable Franchise Agreement by and between the
City of Glen Cove and Verizon New York Inc. (the "Franchise Agreement")*

Dear Mr. Tumminello:

Pursuant to my conversations with City Attorney Gregory Kalnitsky and Part 892, Subpart 892-1 of Title 16 of the New York Codes, Rules and Regulations, please find enclosed a proposed amendment to the Franchise Agreement.

Please contact me at (914) 821-9702 should you have any questions.

Best wishes for the holiday season and the New Year!

Yours sincerely,

Pamela N Goldstein

Pamela N. Goldstein
Associate General Counsel

Enclosure: Proposed Amendment to Franchise Agreement

cc: Gregory Kalnitsky, City Attorney

verizon✓

**AN AMENDMENT TO CABLE FRANCHISE AGREEMENT
BY AND BETWEEN THE CITY OF GLEN COVE AND VERIZON NEW YORK INC.**

AMENDMENT (the "Amendment") dated as of this ____ day of _____, 2021 to the Cable Franchise Agreement (the "Franchise Agreement") entered into by and between the City of Glen Cove, a validly organized and existing political subdivision of the State of New York (the "City" or "LFA"), and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York ("Franchisee"). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Franchise Agreement.

WHEREAS, the LFA and Franchisee lawfully executed the Franchise Agreement on March 11, 2014, and it was thereafter confirmed for a term of twelve (12) years by the New York State Public Service Commission (the "NY PSC") on August 14, 2014 (Case 14-V-0089) and became effective on August 20, 2014; and

WHEREAS, pursuant to the Franchise Agreement, the LFA granted Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service; and

WHEREAS, the LFA and Franchisee have mutually agreed to amend the Franchise Agreement to expand the Franchise Area to cover the entire territorial limits of the City in accordance with terms established in the Franchise Agreement and the Cable Law, and subject to the further terms set forth below.

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment Effective Date. This Amendment shall become effective on the effective date of an order issued by the NY PSC that confirms the Amendment (the “Amendment Effective Date”), following its approval by the LFA’s governing authority authorized to grant franchises and its acceptance by Franchisee.

2. Definition of Franchise Area. The Franchise Agreement is hereby amended by deleting the definition of “Franchise Area” in Section 1.13 in its entirety and replacing it with the following:

1.13. *Franchise Area:* The incorporated area (entire existing territorial limits) of the LFA, and such additional areas as may be annexed or acquired.

3. Exhibit A. Exhibit A to the Franchise Agreement is deleted in its entirety and replaced with an amended Exhibit A attached hereto (“Amended Exhibit A”). Amended Exhibit A further supersedes any revised description of Franchisee’s Cable System in the City contained in Verizon’s September 14, 2014 and March 11, 2015 compliance filings in Case 14-V-0089.

4. Original Franchise Provisions Remain in Effect. All provisions in the Franchise Agreement continue to remain in full effect unless expressly modified by this Amendment.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereto shall be bound upon, but only upon, the execution by each party of one counterpart. The executed counterparts may be delivered by facsimile

transmission of a true and correct image thereof, or by electronic mail attaching a true and correct .pdf image thereof.

IN WITNESS HEREOF, this Amendment to the Franchise Agreement entered into by the parties is hereby signed by the parties duly authorized as of the date written above.

CITY OF GLEN COVE

Approved as to Form:

By: _____

Tim Tenke
Mayor of Glen Cove

Gregory Kalnitsky
City Attorney

VERIZON NEW YORK INC.

Approved as to Form:

By: _____

Yolanda Stancil
Vice President – New York Metro
Verizon Wireless Network Operations
Date:

Pamela N. Goldstein
Associate General Counsel

AMENDED EXHIBIT A

FRANCHISE AREA

A map of the Franchise Area is attached hereto for the sole purpose of illustration. The initial Franchise area as previously defined under the Franchise Agreement is depicted in purple ("Initial Franchise Area"). The portions of the City outside of the Initial Franchise Area constitute the additional Franchise Area ("Additional Franchise Area").

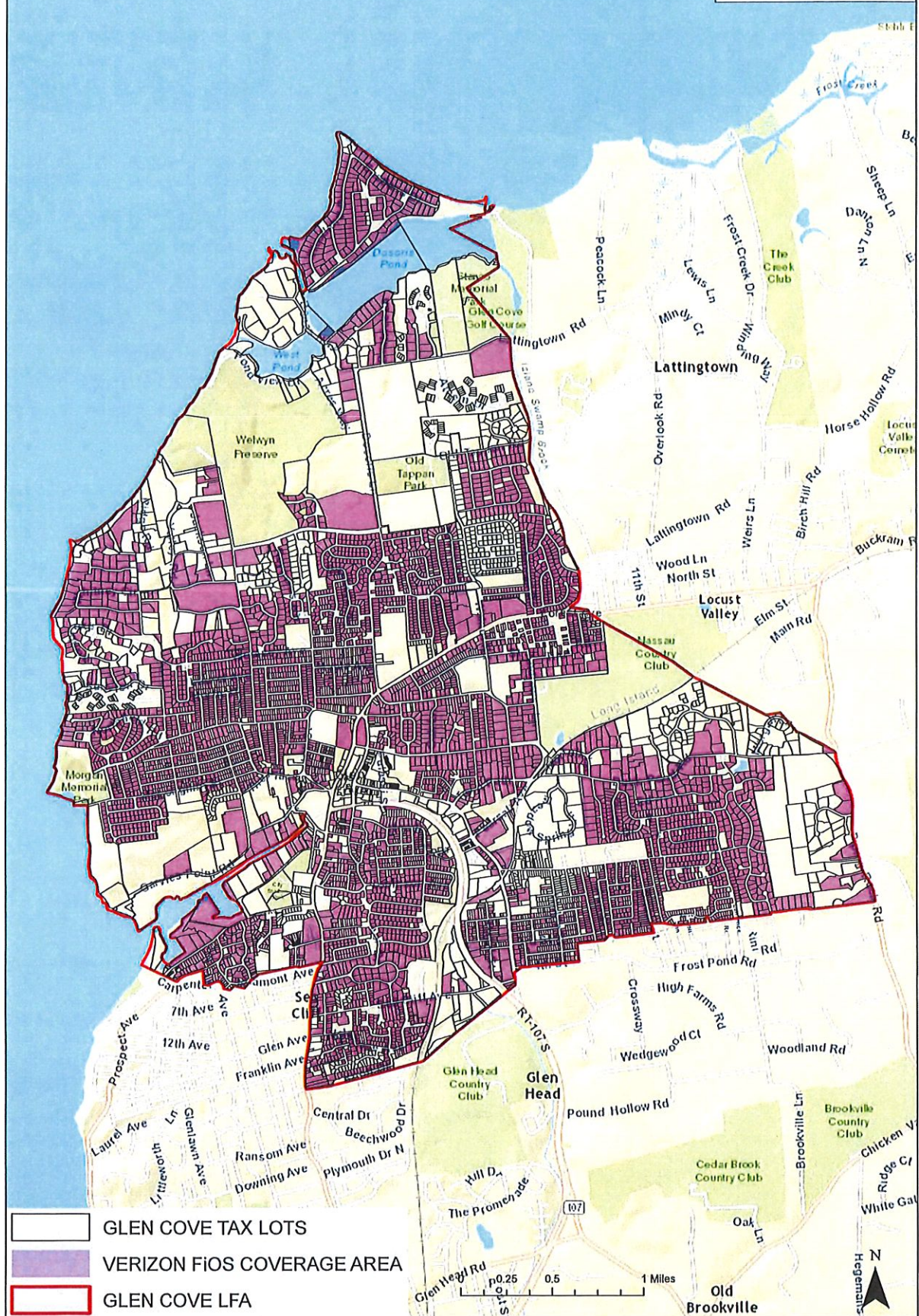
For the avoidance of doubt, the Franchise Area does not include any islands or areas occupied by bodies of water.

Consistent with Section 3.1 of the Franchise Agreement, including, without limitation, the enumerated exceptions set forth therein, commencing as of the Amendment Effective Date, the construction of Franchisee's FTTP Network has been completed to approximately 17% of the current households in the Additional Franchise Area.

At present, Franchisee's anticipated schedule for deployment within the Additional Franchise Area (with schedule dates measured from the month of the Amendment Effective Date) calls for 17% deployment at 6 months, 17% deployment at 12 months, 32% deployment at 18 months, 53% deployment at 24 months, 78% deployment at 30 months, 89% deployment at 36 months, 94% deployment at 42 months, 96% deployment at 48 months, 99% deployment at 54 months, and 100% deployment at 60 months. This schedule is subject to further review and modification by the Franchisee consistent with Section 895.5(b)(1) of the NY PSC rules and regulations; provided, however, that Franchisee shall provide notice to the LFA and the NY PSC of any material change in this schedule.



Verizon NY
Glen Cove LFA
Fios Coverage Area
3/3/15



Public Hearing 2B



ORDINANCE 1/2021

ORDINANCE CREATING CHAPTER 168, ARTICLE XI OF THE CITY CODE OF ORDINANCES OF THE CITY OF GLEN COVE TO BE ENTITLED, "REGISTRATION OF FORECLOSURE MORTGAGE PROPERTIES"; PROVIDING FOR PURPOSE, INTENT, AND APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES; AND PROVIDING FOR PENALTIES AND ENFORCEMENT

WHEREAS, the City Council desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the City of Glen Cove and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City; and

WHEREAS, the City Council recognizes properties subject to foreclosure action or foreclosed upon (hereinafter referred to as "Registrable Properties") located throughout the City lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Council recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Council has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the City to discourage Registrable Property and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

NOW THEREFORE, BE IT ORDAINED:

The City Council of the City of Glen Cove finds that the implementation of the following changes and additions will assist the City in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing City regulations and laws.

- (a) That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof.

- (b) That the City Council of the City of Glen Cove does hereby amend the City Code of Ordinances by creating Chapter 168, Article XI entitled "Registration of Foreclosure Mortgage Properties" to read as follows.

Article XI. Registration of Foreclosing Mortgage Properties

Sec. 168-83 Purpose and Intent.

It is the purpose and intent of the City Council to establish a process to address the deterioration and decline in value of City neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the City Council's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

Sec. 168-84 Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building department official, zoning inspector, code enforcement officer, fire inspector, building inspector, police officer or other person authorized by the City to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements and/or observations by neighbors, passers-by, delivery agents, Enforcement Officers, or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities as assignee or owner.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Article; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Article.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits.

Registrable Property shall mean any Real Property located in the City, whether vacant or occupied, that is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or trustee and a judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed.

Registry shall mean a web-based electronic database of searchable real property records, used by the City to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Article.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months the property is Registrable. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is

not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

Vacant shall mean any parcel of land in the City that contains any building or structure that is not lawfully occupied.

Sec. 168-85 Applicability and Jurisdiction.

This Article applies to Foreclosing or Foreclosed property within the City.

Sec. 168-86 Establishment of a Registry.

Pursuant to the provisions of this Article the City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Article.

Sec. 168-87 Inspection and Registration of Real Property Under Foreclosure.

- (a) Any Mortgagee who holds a mortgage on Real Property located within the City shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.
- (b) Property inspected pursuant to subsection (a) above that remains in Foreclosure, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the City Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain and secure the Real Property subject to the mortgage in Foreclosure when legally possible. A separate registration is required for each Registrable Property.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number, regardless of whether it is occupied or vacant.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of five hundred dollars (\$500.00) for each Registrable Property. Subsequent non-refundable Semi-Annual Registrations of properties and fees in the amount of five hundred dollars (\$500.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and

registration enforcement, (2) code enforcement, building department oversight and mitigation related to Defaulted properties, and (3) for any purpose relating to the purpose and intent of this Article. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.

- (f) If the mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Article. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Article. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (h) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable.
- (k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Article and shall be subject to a fine of not more than two thousand five hundred dollars (\$2,500.00) and/or enforcement by any of the enforcement means available to the City.
- (l) If any property is in violation of this Article the City may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

- (m) Registration of foreclosure property does not alleviate the Mortgagee and/or Owner from obtaining all required licenses, permits and inspections required by applicable code or State Statutes. Acquisition of required licenses, permits and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this section. Mortgagee and/or Owner is expected to update the status of the property in the event of a Mortgagee managed rental.

Sec. 168-88 Maintenance Requirements

- (a) Properties subject to this Article shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Article may result in a violation of the applicable code(s) and/or laws and issuance of a citation or notice of violation in accordance with the applicable code(s) of the City. Pursuant to a finding and determination by a court of competent jurisdiction, the City may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with any and all applicable code(s) of the City of Glen Cove Code of Ordinances, the New York State Building Code and New York State Property Maintenance Code, as amended from time to time.

Sec. 168-89 Security Requirements

- (a) Properties subject to this Article shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Article, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable codes of the City of Glen Cove Code of Ordinances, the New York State Building Code and New York State Property Maintenance Code, as amended from time to time.
- (e) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Article is a violation of this section, shall be punishable by a fine of up to two thousand five hundred dollars (\$2,500.00) and shall be subject to enforcement by any and/or all of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

Sec. 168-90 Provisions Supplemental.

The provisions of this Article are cumulative with and in addition to other available remedies. Nothing contained in this Article shall prohibit the City from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes and any other applicable law by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law.

Sec. 168-91 Public Nuisance.

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the City.

Sec. 168-92. Additional Authority.

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Article is posing a serious threat to the public health, safety, and welfare, the Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before any Court of competent jurisdiction as soon as possible to address the conditions of the property. Nothing herein shall limit the City from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Enforcement Officer shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of on-site security guard, or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property poses a serious threat to the public health, safety, and welfare, then an Enforcement Officer or Court of competent jurisdiction may direct the appropriate City personnel to abate the violations and charge the Mortgagee or Owner with the cost of the abatement in accordance with applicable law.
- (d) If the Mortgagee or Owner does not reimburse the City for the cost of temporarily securing the property, or of any abatement directed by Enforcement Officer, within thirty (30) days of the City sending the Mortgagee or Owner the invoice then the City may lien the property with such cost, along with an administrative fee as determined in the City's applicable fee ordinance to recover the cost of administrative personnel services. In addition to filing a lien pursuant to applicable law, the City may pursue other and additional financial penalties against the Mortgagee or Owner.
- (e) The City may contract with an entity to implement this Article, and, if so, any reference to the Enforcement Officer herein shall include the entity the City contracts with for that purpose.

Sec. 168-93 Immunity of Enforcement Officer.

Any Enforcement Officer or any person authorized by the City to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Article.

Sec. 168-94 Severability.

It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this Article are severable, and if any phrase, clause, sentence, paragraph, or section of this Article shall be declared unconstitutional by the valid judgment or decree of a

court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Article.

Sec. 168-95 Effective Date.

This ordinance shall become effective immediately upon adoption.

Resolution 2-C



PUBLIC NOTICE
GLEN COVE COMMUNITY DEVELOPMENT BLOCK GRANT
47th PROGRAM YEAR
FEDERAL FISCAL YEAR 9/1/21 – 8/31/22

NOTICE IS HEREBY GIVEN that a public hearing will be held on Tuesday, February 9, 2021 during the Glen Cove City Council Meeting that begins at 7:30 p.m.

Due to COVID-19 concerns, the public will only have virtual access to the meeting, pursuant to NYS Executive Order 202.1, and subsequent orders thereafter. The hearing may be accessed by following www.zoom.us/join and entering webinar ID number 849 1189 2666 and passcode number 370981. The hearing may also be accessed through a computer link located on the home page of the Glen Cove web site (<https://glencoveny.gov/city-council-meeting-livestream/>), which link will be posted on the web site in advance of the meeting. Anyone wishing to provide public comment can submit comments to svulin@glencoveny.gov in advance of the hearing. Public comments received prior to the commencement of the public hearing will be made part of the public record. In addition, live public comment may be received during the duration of the meeting by telephone, by dialing 929 205 6099 and entering webinar ID number 849 1189 2666 and passcode number 370981. Please note that although all interested persons who dial in will be given an opportunity to speak, all telephones will be muted until such time as the particular individual is authorized to speak. If you have any questions about accessing this hearing, please contact Shannon Vulin via email at svulin@glencoveny.gov.

The purpose of this public hearing will provide residents with an opportunity to propose activities for inclusion in the 2021-2022 Community Development Block Grant Program for the City of Glen Cove pursuant to TITLE 1 of the Housing and Community Development Act of 1974, as amended, (Public Law 93-383) and Title 24 of the Code of Federal Regulations (Part 570). These funds are made available through the Nassau County Urban Consortium, of which the City of Glen Cove is a member. All residents, non-profit organizations servicing the residents of the City of Glen Cove and other interested parties are invited to provide input and comments through the on-line meeting or in writing to AFangmann@glencovecda.org through February 23, 2021.

Electronic version of the application will be emailed to all existing public service agency program participants and may also be found on the Glen Cove Community Development Agency website at: www.glencovecda.org – click on “Applications and Forms.”

Applicants must attend a virtual application review via Microsoft Teams on Thursday, February 11th at 3PM in order to be considered for funding. Information to join the meeting via livestream or conference call can be found on the Glen Cove Community Development Agency website calendar: <http://glencovecda.org/calendar/>

One electronic copy and one hard copy with required attachments must be received by 4PM on Tuesday, March 2, 2021 to CByrne@glencovecda.org – Glen Cove CDA, Room 304, City Hall – 9 Glen St., Glen Cove, NY 11542.

For further information or to provide comments, contact Camille Byrne, Executive Assistant of the Glen Cove Community Development Agency at 516-676-1625 or via email to CByrne@glencovecda.org

2/2/21 Pre Council Talking Points

COMMUNITY DEVELOPMENT BLOCK GRANT 47TH YEAR

PUBLIC HEARING 2/9/21 (DURING CITY COUNCIL)

- Glen Cove Public Hearing will be held during City Council on Tuesday, February 9th. The public may comment on activities for inclusion in the grant application. Comments will be accepted through Tuesday, February 23rd to Ann Fangmann, Executive Director of the CDA by mail at Glen Cove City Hall, 9 Glen St., Room 304, Glen Cove, NY 11542 or by email at afangmann@glencovecda.org
- Community Development Block Grant application for the 47th year funding (9/1/21 – 8/31/22) is due to Nassau County by March 19th.
- Public Service Agencies who wish to apply for funds must attend a virtual application workshop to be held on Thursday, February 11th at 3PM in the 2nd floor conference room. Workshop log-in information is posted on the Glen Cove CDA website calendar and/or is as follows: Microsoft Teams meeting Join on your computer or mobile app [Click here to join the meeting](#) Or call in (audio only) +1 929-229-5717, Phone Conference ID: 945 991 733#
- The CDA Chairman with board members will make their recommendation for activities/programs to be included in the grant application on March 9th for City Council approval March 23rd.

Resolution 6-A





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

BUDGET TRANSFER FORM

DEPARTMENT: Police

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3120-55442	Training		\$1,000.00
A3120-55409	Collection Fees		\$2,000.00
A3120-55443	Technical Services		\$2,000.00
A3120-55438	Contractual Services		\$ 400.00
A3120-52230	Equipment Replacement		\$1,500.00
A3120-55483	Fees for Services	\$4,550.00	
A3120-55420	Repairs & Maintenance	\$2,350.00	

Reason for Transfer:

To cover shortfall in professional services and antennas in PD.

Department Head Signature: _____

Date: 1/22/2021

City Controller Approval: _____

Date: 1/25/21

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: PARKS / RECREATION

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7140	REVENUES		\$516,660
A7055	REVENUES	\$516,660	
A7140	EXPENSES		\$1,290,687
A5110	EXPENSES		\$47,443
A7160	EXPENSES	\$698,250	
A7055	EXPENSES	\$639,880	

Reason for Transfer:

TO ALLOCATE PARKS & RECREATION TOTAL BUDGET
BETWEEN DPW-PARKS AND RECREATION

[SEE ATTACHED DETAIL]

Department Head Signature:

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glencoveny.gov, c=US
Date: 2021.01.29 16:19:46 -05'00'

Date:

JANUARY 29, 2021

City Controller Approval:

Date:

JANUARY 29, 2021

City Council Approval – Resolution Number: _____

Date: _____

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7140	42003	NON-RES SOFTBALL FEES		\$ 4,500
A7140	42004	DAY CAMP REGISTRATION		\$ 250,000
A7140	42005	BASEBALL REGISTRATION FEES		\$ 40,000
A7140	42007	YOUTH ACTIVITIES		\$ 18,000
A7140	42008	ADULT ACTIVITIES		\$ 16,000
A7140	42012	RENTAL REFRESHMENT STANDS		\$ 3,500
A7140	42040	BOAT RAMP FEES		\$ 3,500
A7140	42041	KAYAK SLIP RENTAL		\$ 4,500
A7140	42045	PISTOL RANGE RECEIPTS		\$ 10,660
A7140	42410	RENTAL OF CITY PROPERTY		\$ 110,000
A7140	42434	TOURNAMENT FEES		\$ 5,000
A7140	42770	MISCELLANEOUS REVENUES		\$ 51,000
A7055	42003	NON-RES SOFTBALL FEES	\$ 4,500	
A7055	42004	DAY CAMP REGISTRATION	\$ 250,000	
A7055	42005	BASEBALL REGISTRATION FEES	\$ 40,000	
A7055	42007	YOUTH ACTIVITIES	\$ 18,000	
A7055	42008	ADULT ACTIVITIES	\$ 16,000	
A7055	42012	RENTAL REFRESHMENT STANDS	\$ 3,500	
A7055	42040	BOAT RAMP FEES	\$ 3,500	
A7055	42041	KAYAK SLIP RENTAL	\$ 4,500	
A7055	42045	PISTOL RANGE RECEIPTS	\$ 10,660	
A7055	42410	RENTAL OF CITY PROPERTY	\$ 110,000	
A7055	42434	TOURNAMENT FEES	\$ 5,000	
A7055	42770	MISCELLANEOUS REVENUES	\$ 51,000	
		TOTAL REVENUES	\$ 516,660	\$ 516,660
A7140	51101	ANNUAL SALARIES		\$ 515,627
A5110	51101	ANNUAL SALARIES		\$ 47,443
A7140	51120	HOURLY		\$ 385,000
A7140	51140	OVERTIME		\$ 40,000
A7140	52220	EQUIPMENT PURCHASE		\$ 10,000
A7140	54300	SUPPLIES		\$ 20,000
A7140	54320	UTILITIES-GAS/ELECTRIC/OIL		\$ 60,000
A7140	55407	EQUIP. SERVICE & RENTAL		\$ 2,500
A7140	55411	TRAVEL		\$ 800
A7140	55415	BUS EXPENSE		\$ 50,000
A7140	55416	TELECOMMUNICATIONS		\$ 1,100
A7140	55420	REPAIRS & MAINTENANCE		\$ 45,000
A7140	55426	BOXING EXPENSE		\$ 2,000
A7140	55430	ADULT ACTIVITIES		\$ 16,000
A7140	55433	YOUTH ACTIVITIES		\$ 18,000
A7140	55435	BASEBALL PROG EXPENSES		\$ 35,000
A7140	55436	DAY CAMP EXPENSES		\$ 65,000
A7140	55438	CONTRACTUAL SERVICES		\$ 10,000
A7140	55442	TRAINING EXPENSES		\$ 4,000
A7140	55558	PISTOL RANGE		\$ 10,660
A7160	51101	ANNUAL SALARIES	\$ 398,807	
A7160	51101	ANNUAL SALARIES	\$ 50,906	
A7160	51120	HOURLY	\$ 162,000	
A7160	51140	OVERTIME	\$ 31,537	
A7160	52220	EQUIPMENT PURCHASE	\$ 10,000	
A7160	54300	SUPPLIES	\$ 10,000	
A7160	55420	REPAIRS & MAINTENANCE	\$ 35,000	
A7055	51101	ANNUAL SALARIES	\$ 116,820	
A7055	51120	HOURLY	\$ 223,000	
A7055	51140	OVERTIME	\$ 5,000	
A7055	54300	SUPPLIES	\$ 10,000	
A7055	54320	UTILITIES-GAS/ELECTRIC/OIL	\$ 60,000	
A7055	55407	EQUIP. SERVICE & RENTAL	\$ 2,500	
A7055	55411	TRAVEL	\$ 800	
A7055	55415	BUS EXPENSE	\$ 50,000	
A7055	55416	TELECOMMUNICATIONS	\$ 1,100	
A7055	55420	REPAIRS & MAINTENANCE	\$ 10,000	
A7055	55426	BOXING EXPENSE	\$ 2,000	
A7055	55430	ADULT ACTIVITIES	\$ 16,000	
A7055	55433	YOUTH ACTIVITIES	\$ 18,000	
A7055	55435	BASEBALL PROG EXPENSES	\$ 35,000	
A7055	55436	DAY CAMP EXPENSES	\$ 65,000	
A7055	55438	CONTRACTUAL SERVICES	\$ 10,000	
A7055	55442	TRAINING EXPENSES	\$ 4,000	
A7055	55558	PISTOL RANGE	\$ 10,660	
		TOTAL EXPENSES	\$ 1,338,130	\$ 1,338,130



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

BUDGET TRANSFER FORM

DEPARTMENT: Harbor Patrol

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A5720-55446	Safety Equipment		\$8,000.00
A5720-55855	Uniforms		\$2,000.00
A5720-52250	Vehicles	\$10,000.00	

Reason for Transfer:

To purchase used vehicle to replace the one destroyed by a fire.

Department Head Signature: _____

Date: 1/28/2021

City Controller Approval: _____

Date: 1/28/21

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: TERMINATION PAY

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1989-51156	TERMINATION PAY	\$121,248	
A1490-51101	ANNUAL SALARIES (DPW-ADMIN)		\$74,573
A3120-51101	ANNUAL SALARIES (POLICE)		\$16,780
A7035-51101	ANNUAL SALARIES (SENIOR CTR.)		\$21,880
A9010-57168	HEALTH & DENTAL INSURANCE		\$8,015

Reason for Transfer:

TO TRANSFER FUNDS FROM ANNUAL SALARY TO
TERMINATION PAY TO COVER UNBUDGETED RETIREMENTS
AND UNANTICIPATED VACANT POSITION

Department Head Signature: 

Date: 1/28/21

City Controller Approval: 

Date: 1/28/21

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: Senior Center

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7030-43800	Family First Coronavirus Response Act (FFCRA)	\$5,450.00	
A7030-52220	Equipment Purchase		\$5,450.00

Reason for Amendment:

Unbudgeted increase of funding from Nassau County under the FFCRA.

Department Head
Signature:

Christine Rice

Date: 2.2.2021

City Controller
Approval:

Michael J. ...

Date: 2/2/21

City Council Approval-Resolution Number

Date:

Resolution 6-B



ANKER'S ELECTRIC SERVICE, INC
10 SOUTH FIFTH STREET P.O. Box 378
LOCUST VALLEY, NEW YORK 11560
TEL. (516) 676-1333 Fax 516-676-7166

Craig Johansen
President
cjanker57@hotmail.com

Denis O'Regan
Vice President
denisoregan3@aol.com

PROPOSAL

July 20, 2020

Email: dbelyea@glencoveny.gov

Darcy Belyea
Director
Parks and Recreation
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: Soccer Field

Inspect fuse and fuse holders all power ok.

80' bucket truck needed to make repairs on poles.

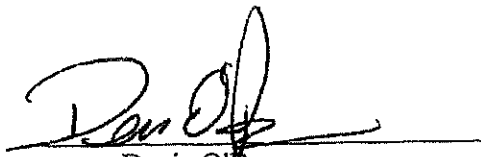
Replace conduit that is falling off pole.

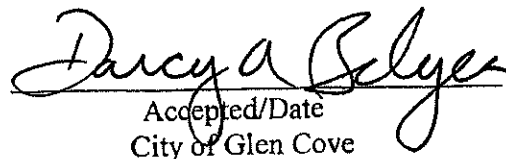
Truck for day = \$850.00

2 men for 12 hours @ \$80.00 = \$1,920.00

Materials, lamps approximately = \$1,250.00

Total: \$4,020.00


Denis O'Regan
Vice President


Accepted/Date
City of Glen Cove

DO/eg

Resolution 6-C



**AGREEMENT BETWEEN
CITY OF GLEN COVE, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of _____, 20____ (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“**PRC**”), and the City of Glen Cove, a New York municipal corporation, with an address at 9 Glen Street, Glen Cove, NY 11542 (“**COMMUNITY**”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance _____, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the **COMMUNITY**; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the **COMMUNITY** adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the **COMMUNITY** desires to enter into this Agreement with **PRC** in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the **COMMUNITY** can properly address violations of the **COMMUNITY**’s property maintenance codes; and

WHEREAS, **PRC** will also provide an electronic registration process that is cost-free and revenue neutral for the **COMMUNITY**; and

WHEREAS, **PRC** shall also provide **COMMUNITY** with administrative Payment Assistance Services (“**PAS**”) if requested by the **COMMUNITY** to facilitate payment of late fees, charges, fines and penalties as defined under the **COMMUNITY**’s Ordinance from Registrants or other responsible parties to help the **COMMUNITY** fulfill the purpose and goals of the **COMMUNITY**’s Ordinance;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. **PRC** will cite the **COMMUNITY**’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means in accordance with the Key Policy Requirements as outlined in Exhibit “A”. **PRC** will electronically provide for registration of Properties in violation of Ordinance.

**AGREEMENT BETWEEN
CITY OF GLEN COVE, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.
- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county. COMMUNITY understands that due to the work PRC has already performed in identifying each Registrant, calculating the Fee and the associated compliance as defined in the Agreement in addition to the costs incurred by PRC in operating the website for the registration of the Properties as defined in 1(e) below, once PRC has correctly identified a Registrant with an obligation to pay a Fee to comply with the Ordinance, PRC shall be entitled to collect their fee from the COMMUNITY for each Registrant even if the COMMUNITY or any third-party working on behalf of the COMMUNITY decides to waive that Fee for a Registrant.
- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c). PRC shall also provide PAS to facilitate collection of any additional late fees, charges, fines and penalties due to the COMMUNITY under the Ordinance and undertake to provide qualified attorney representation as may be required under the Ordinance or the relevant regulatory authority in each COMMUNITY that has entered into this Agreement with PRC. For the purposes of clarity, both Parties understand that legal representation is not required for any PAS or the administration of the registration process. Only in the event that judicial proceedings shall be necessary after the conclusion of all PAS may a qualified attorney be engaged by PRC or the

**AGREEMENT BETWEEN
CITY OF GLEN COVE, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

administrative group engaged by PRC for the sole purpose of that judicial matter. The COMMUNITY delegates to PRC the authority to negotiate directly with Registrants or responsible parties on behalf of COMMUNITY for the payment of registration fees, charges, fines and penalties due to the Community under the Ordinance for registration obligations that have ended with a balance due.

- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY COMMUNITY.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request.

3. TERM and TERMINATION. This Agreement shall terminate two (2) years from the Effective Date. Upon mutual agreement by the Parties, this Agreement may be extended by two (2) additional two (2) year terms.

- a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
- b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the

**AGREEMENT BETWEEN
CITY OF GLEN COVE, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.

- c. **CITY TERMINATION RIGHTS.** The City shall have the unilateral right to terminate any contract awarded hereunder, without cause, upon thirty (30) days written notice to PRC. If termination shall be without cause, PRC shall be entitled to all compensation earned up to the date of termination and shall remit all payment owed to the City within sixty (60) days of the notice of the notice of termination.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
 - a. Key Policy Requirements
 - b. COMMUNITY Ordinance No. _____,
entitled “ _____ ”,
dated: _____.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure COMMUNITY the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC’s endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.

**AGREEMENT BETWEEN
CITY OF GLEN COVE, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: City of Glen Cove
9 Glen Street
Glen Cove, NY 11542
Telephone No. (516) 676-2000
Attention: _____

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. **COMMUNITY DATA.** COMMUNITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.

**AGREEMENT BETWEEN
CITY OF GLEN COVE, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

12. **ORDINANCE VIOLATION DATA.** Whenever the COMMUNITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
13. **PUBLICITY.** PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.
14. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
20. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this

**AGREEMENT BETWEEN
CITY OF GLEN COVE, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the COMMUNITY within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the COMMUNITY.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

**AGREEMENT BETWEEN
CITY OF GLEN COVE, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF GLEN COVE, NEW YORK

Date: _____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

David Mulberry, President/CIO

Date: _____

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

**AGREEMENT BETWEEN
CITY OF GLEN COVE, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

Exhibit “A”

Key Policy Requirements

Foreclosure:

Ordinance No.

Registration Fee	\$500
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities and HOAs
Property Exemptions	N/A
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	Report change of info within 10 days. Transferee is responsible for any and all previous unpaid fees, fines, and penalties.
Effective/Start Date for Registrations	

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned

Resolution 6-F





Department of
Motor Vehicles

VEHICLE BILL OF SALE

dmv.ny.gov

Clearly print or type all information, except signatures.

I, Village Clerk of Oyster Bay Cove, JOANNE A. CASALE
(Seller)

in consideration of \$ 10,000, do hereby sell, transfer and convey to

City of Glen Cove
(Buyer)

the following vehicle:

DESCRIPTION OF VEHICLE

Year <u>2017</u>	Make <u>DODGE</u>	Model <u>CHARGER</u>
Vehicle or Hull Identification Number <u>2 C 3 C D X K T 8 H H 6 6 1 0 7 6</u>		

TERMS AND CONDITIONS (if applicable)

SELLER

Name <u>OYSTER BAY COVE Police Dept.</u>	
Address (optional) <u>Rt 25A + Berry Hill Road</u>	
Signature <u>X Joanne A. Casale, Village Clerk</u>	Date <u>1/28/21</u>

BUYER

Name 	
Address (optional) 	
Signature <u>X</u>	Date

CERTIFICATE OF TITLE

NEW YORK STATE

dmv.ny.gov



Title and Identification No.

2C3CDXKT8HH661076
2C3CDXKT8HH661076

Year

2017

Make

DODGE

Model Code

N/A

Body/Chassis

4DSD

Document No.

146722R

Color

WH

Wt./Sts./Lght.

4432

Fuel

GAS

Cyl./Disp.

8

New or Used

NEW

Vehicle Title

VEHICLE

Date Issued

8/29/17

Name and Address of Owner(s)

OYSTER BAY COVE PD
RT 25A & BERRY HL RD
OYSTER BAY NY 11771

ODOMETER READING:

00016
00016

ACTUAL MILEAGE

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, just with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

* NO LIENS RECORDED *

Lienholder

* NO LIENS RECORDED *

Lienholder

* NO LIENS RECORDED *

Lienholder

* NO LIENS RECORDED *

DEPARTMENT OF MOTOR VEHICLES

MV-999 (1/15)

VOID IF ALTERED

VOID IF ALTERED

New York State Comptroller's Webinar - Finally, the Mayor informed the Board that he recently attended a Nassau County Village Officials Association meeting along with the Deputy Mayor. New York State Comptroller DiNapoli was the guest speaker and discussed rising pension costs.

CLERK/TREASURER'S REPORT

1. **Tax Refunds** - The Village Clerk requested authorization to issue tax refunds as per the attached worksheet totaling \$10,415.27. After discussion, on motion duly made and seconded, the Board unanimously

RESOLVED, that the Village Clerk be and she hereby is authorized to issue tax refunds totaling \$10,415.27 as per the attached worksheet.

2. **Budget Transfers** - The Village Clerk requested authorization for a budget transfer of \$77,000 for fiscal year ending May 31, 2020. Thereafter, upon motion duly made and seconded, a budget transfer of \$77,000 was approved as per the annexed worksheet.
3. **Sexual Harassment Training** - The Village Clerk updated the Board that all Village employees were in the process of successfully completing the New York State required Sexual Harassment Training.
4. **Police Department Car** - The Village Clerk updated the Board that the Police Department had solicited 3 bids in connection with the necessary fitting for the recently purchased Dodge Cruiser so that the car would be appropriate for police department purposes. She reported that the low bid of \$11,967.13 was received and requested it be approved. Thereafter upon motion duly made and seconded, the Board unanimously

RESOLVED, that the bid of \$11,967.13 submitted by Cruiser Division be approved.

Next, the Village Clerk requested a resolution declaring the 2017 Dodge Charger with 88,000 miles be declared surplus property so that it could be put up for auction. Thereafter, upon motion duly made and seconded, the Board labeled the 2017 Dodge Charger police vehicle with 88,000 miles as surplus property and directed the Village Clerk to put it out to bid. The Village Clerk is authorized to accept a minium bid of \$10,000.

5. **Contract Expirations** - Next, the Board discussed the worksheet prepared by the Village Clerk in connection with various Village Contracts and their date of expirations. The Board agreed to continue this discussion at the next meeting.

WARRANTS

The Village Clerk presented the bills listed on Warrant No.728 dated October 20, 2020, copy of which is annexed to these minutes were, on motion duly made and seconded, ratified and approved for payment. The total amount of all claims paid is \$407,916.17.

Resolution 6-G



Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencoveny.org



CITY OF GLEN COVE
OFFICE OF THE CITY CONTROLLER
City Hall, 9 Glen Street, Glen Cove, NY 11542

Phone: (516) 676-2000
Fax: (516) 759-6791
www.glencove-ny.us

TRAINING REQUEST FORM

Date: January 29, 2021

Your Name: Christopher DeMetropolis Department: EMS

Class Requested: 13th Annual EMS Law Cost of Class: 250.00

Date(s) of Class(es): March 25, March 28 2021 Online

Costs Associated with Class:

Airfare: Car Service:

Hotel: Meals:

Rental Car: Parking:

Gas:

Mileage:

Tolls:

Address of Training Class:

Total Cost \$250.00

Total Estimated Cost of Class plus Expenses:

FUND LINE A 4540-54324

Department Head Signature:

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

The Pinsky Law Group announces:

The 13th Annual

Fire & EMS

Law & Management Conference

IN PERSON OR STREAMED LIVE AT THE
TURNING STONE RESORT & CASINO!

March 25 - March 28, 2021

Preparing leaders to conquer the legal
issues that face them.

- *Fire District Commissioner Mandated Training*
- *Training for chiefs, line officers, executive officers and members*
 - *Lectures for Fire & EMS agencies*

The law firm that represents approximately 500 fire departments, fire
districts and ambulance services throughout N.Y.S.

DESCRIPTION OF CLASSES

THURSDAY (Pre-Conference Program)

The Challenges Leaders Face: Out of nowhere, you are faced with a serious dilemma in the station. After some thought, you make what seems like the “right” decision, and all of a sudden, you are the one in the hot seat for your decision. Perhaps you face an angry public or perhaps your membership is furious. Maybe you were called into “the office” to face charges. Worse, you end up a defendant in a lawsuit. Who looks out for you? Who has your back? Who supports “your” decisions? In this fast-paced presentation, we will have you face some common challenges and present the best way to handle them.

FRIDAY

Introduction to Prevailing Wage Laws: Almost every government project, large or small, must be paid for at the “prevailing wage”. Failing to comply can result in a felony or misdemeanor conviction and huge fines and penalties! This lecture will provide you with everything you need to know to avoid a visit from the district attorney or Department of Labor!

Common LOSAP Mistakes: Awarding LOSAP points may seem “straight forward” but we see departments making serious errors every year. This quick lecture focusses on the most common errors we make in operating our LOSAP programs.

Physical Fitness to Prevent Injuries: Injuries to volunteers and employees are expensive, mostly preventable and unnecessary. As we increase in age, our bodies become less adept to the strains many tasks place on us. Fortunately, many of these injuries can be prevented from some basic exercises and training. This quick lecture will assist you in implementing a very “workable” program for agencies of all types.

A primer on SEQR: Every fire district commissioner needs to know how to handle the SEQR process. If you fail to get it right, your project can be declared invalid and your funding will be terminated. This lecture will give you the basics on what you need to know!

Investigative Techniques for Disciplinary Matters: Perhaps one of the most common lawsuits we see today involves a botched disciplinary process. Frequently, the legal challenge begins with a poorly or even “illegally” conducted investigation. Learn how to properly conduct disciplinary investigations that hold up at a hearing or in court and avoid having “you” being named as the defendant

Fire District Commissioner Training including Treasurer & Secretary Training: Newly elected commissioners are required to obtain at least 6 hours of training within the first 270 days of taking office. Instead of cramming the training into one long day, this two day lecture provides additional hours for questions and moves at a slower pace through both basic and challenging issues facing commissioners. This training is approved by the Comptroller. Treasurer & Secretary Training is on Day 1 only.

By-Law Changes to Make Now: Corporations and their bylaws are governed by the law, and the law was recently amended. Failure to comply with these laws can result in personal financial liability, loss of death and disability benefits, overturned elections, unauthorized purchases, improper votes, and worse. A well drafted set of bylaws and policies will protect the members, directors and officers of the corporation. Learn about the issues you must address and how to implement vital bylaws and policies before trouble arises.

DESCRIPTION OF CLASSES CONTINUED

FRIDAY Cont.

"I Spy": Privacy in the Station: The privacy rights of your employees/volunteers are protected by federal and state laws, and if you violate these rights, you can be faced with felony charges! However, the agency has rights as well. Learn how to protect both the agency and its employees/volunteers and avoid ending up in court!

SATURDAY

Fire District Commissioner Training, Day 2: Perhaps the most challenging issue in a fire district is the relationship between the district and its members. This lecture addresses every area where the district has and lacks control over the members. The failure to address some of these issues can result in a loss of death and disability benefits! This second day of fire district commissioner training is open to everyone.

Legal Issues that Get Leaders in Trouble: It should never surprise anyone why they end up as a Defendant in a lawsuit, as the most common reasons are in fact "common". You need to know how to avoid certain issues and when you should not back down. This presentation will challenge you to react to various scenarios and evaluate the consequences.

How to Lose Members Quickly: Recruiting members is hard enough, but losing them in the first year is simply painful! Fortunately, there are several common reasons why we lose members and most of them are preventable! We will review the causes of rapid turnover and provide you with solutions to help you increase and retain your newest members.

Rebuilding the Emergency Service Organization For This Century: It is time to reconsider how we operate our organizations as we cannot continue to run them the same way we did 100 years ago. The challenges of today are not those we faced even two decades ago. This interactive discussion presents cutting edge changes to address recent challenges. The solutions we propose are intended to ensure that your organization survives another 100 years.

SUNDAY:

Office Development & Leadership Success in the Volunteer Emergency Service: This presentation focuses on the unique challenges faced by volunteer officers on the operational and administrative sides of the house. The first half of the presentation highlights the important role officers play in not only shaping the overall culture of the organization but in taking care of the organization. The second half of the presentation focuses on eight proven leadership traits everybody in an organization should concentrate on to create a more unified and harmonious operation.

CONFERENCE PRESENTERS:

Bradley Pinsky, JD/MHA (Past Chief)
David Garwood, J.D.
Tom Merrill, Commissioner (Past Chief)
Reuben Pruitt

DAY	TIME	CONFERENCE SCHEDULE		
Thurs:	9:00 am - 5:00 pm	Conference Check in		
	1:00 pm - 5:00 pm	The Challenges Leaders Face		
Fri:	8:00 am - 5:00 pm	Conference Check in		
	9:00 am - 10:00 am	Introduction to Prevailing Wage Laws	Common LOSAP Mistakes	Physical Fitness to Prevent Injuries
	10:15 am - 12:00 pm	A Primer on SEQR	Investigative Techniques for Disciplinary Matters	
	1:00 pm - 3:00 pm	Fire District Commissioner Training: Including Secretary & Treasurer Training Day 1	By-Law Changes to Make Now	
	3:15 pm - 5:00 pm		"I Spy:" Privacy in the Station	
Sat.	8:00 am - 11:00 am	Conference Check in		
	7:00 am - 9:00 am	Breakfast		
	9:00 am - 12:00 pm	Fire District Commissioner Training: Day 2	Legal Issues that Get Leaders in Trouble	
	12:15 pm - 1:15 pm	Municipal Control Over Fire Departments (open to everyone)	How to Lose New Members Quickly	
	1:15 pm - 2:30 pm	Lunch		
	2:45 pm - 4:45 pm	Rebuilding the Emergency Service Organization For This Century		
Sun.	10:00 am - 12:00 pm	Officer Development & Leadership Success in the Volunteer Emergency Service		

Registration Form: 13th Annual Fire & EMS Law & Mgt Conference: Due by March 1, 2021

Mail Registration form and check or money order to:

Pinsky Law Group, PLLC, 5789 Widewaters Parkway, Syracuse, NY 13214

Each attendee should complete a form. Copy as needed.

Name: Christopher Demetropoulos Organization: City of Glen Cove EMS

Phone: (516) 676-0381 Fax: ()

Mailing Address: 8 Glen Cove Avenue City: Glen Cove

State: NY Zip: 11542 Email: cdemetropoulos@glencove.ny.gov

It is important to give us the attendee's own email for updates and announcements about the conference

SEMINARS YOU PLAN TO ATTEND:

Thursday:

☒ The Challenges Leaders Face

Friday:

☒ Introduction to Prevailing Wage Laws

☐ Common LOSAP Mistakes

☐ Physical Fitness to Prevent Injuries

☐ A Primer on SEQR

☒ Investigative Techniques for Disciplinary Matters

☐ Fire District Commissioner Training: Including Secretary & Treasurer Training Day 1

☒ By-Law Changes to Make Now

☒ "I Spy:" Privacy in the Station

HOW ARE YOU ATTENDING?

CHECK ONLY ONE

☐ IN PERSON

☒ LIVE STREAM - ONLINE

Saturday:

☐ Fire District Commissioner Training: Day 2 Municipal Control Over Fire Departments

☒ Legal Issues that Get Leaders in Trouble

☒ How to Lose New Members Quickly

☒ Rebuilding the Emergency Service Organization For This Century

Sunday:

☒ Officer Development & Leadership Success in the Volunteer Emergency Service

REGISTER EARLY AS SPACE IS LIMITED!

Call Turning Stone directly 1-800-771-7711 to make hotel accommodations
in order to receive the discounted rates!!

(Wed or Thurs \$140 each night, Fri & Sat \$185 each night)

Turning Stone Inn (800) 771-7711 (Fri & Sat \$89.00 each night)

*Do not make reservations online.

Cost

\$250 per attendee

Check or money order only!

NO REFUNDS AFTER MARCH 1, 2021

Includes:

Saturday: Breakfast and Lunch

All conference materials

Call with questions (315) 428-8344 Ext. 14 ask for Nicole or

Visit our website at www.pinskylaw.com

***IF WE CANNOT HOLD THE CONFERENCE IN PERSON, THE CONFERENCE WILL BE
HELD LIVE, ONLINE AT THE SAME TIMES, WITHOUT REFUND***

Resolution 6-H



Merchant Application

Business Information			
Merchant's DBA Name/Outlet Name: City of Glen Cove		Merchant's Legal Name: City of Glen Cove	
Physical Street Address (No P.O. Box): 9 Glen Street		Legal Address: 9 Glen Street	
City, State, Zip: Glen Cove, NY 11542		City, State, Zip: Glen Cove, NY 11542	
DBA Phone: (516) 676-2789	Fax:	Corp. Phone: (516) 676-2789	Fax:
Contact Name at this Address: Micheal A Piccirillo		Contact Name at this Address: Micheal A Piccirillo	
E-Mail: mpiccirillo@glencoveny.gov		E-Mail: mpiccirillo@glencoveny.gov	
Customer Service Phone # (Required for MOTO and Internet merchants only): (516) 676-2789			
Website Address (Required for Internet merchants): http://www.glencove-li.us/			
Merchant Profile			
Ticker Symbol:		Market Type:	
Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc. <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality		<input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input checked="" type="checkbox"/> MO/TO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-Card <input type="checkbox"/> Cash Advance <input type="checkbox"/> E-Commerce <input type="checkbox"/> Other	
Type of Goods or Services Sold:	SIC Code:	Sales Profile (Must equal 100%)	
Utilities	4900	Card Swiped	0%
		Manual Keyed with Imprint	0%
		Mail Order/Telephone	0%
		Internet	100%
		Total	100%
Years in Business Under Current Ownership:	Federal Tax ID #:		
103	116000350		
Do you currently accept AMEX/Visa/MasterCard/Discover? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No If yes:

How long does customer wait before product is received? day(s) % of sales in this category
% cost that is prepayment?

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No If yes:

Duration of extended service or benefit (in weeks):

Annual Amex/Visa/MC/Discover Sales: \$139,880.00 Average Ticket: \$98.00 Total Amex/Visa/MC/Discover Sales (multiple locations only):

Member Bank (Acquirer) Information

Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

Important Member Bank (Acquirer) Responsibilities

1. A Visa Member is the **only entity** approved to extend acceptance of Visa products directly to a merchant.
2. A Visa Member must be a principal (signer) to the Card Services Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the Merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating Merchants on pertinent Visa International Operating Regulations with which Merchants must comply.

Merchant Resources

You may download "Visa Regulations" from Visa at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
 You may download "MasterCard Rules" from MasterCard at:
<http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>
 You may download additional Merchant information from Discover at:
<http://www.discovernetwork.com/merchants/index.html>
 You may download "American Express Merchant Operating Guide" at:
https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Card Services Agreement.
4. Comply with Visa International Operating Regulations.

The responsibilities listed above do not supersede terms of the Card Services Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the Merchant have any problems.

Merchant's Signature:

Name (printed):

Title:

Date

Timothy Tenke

Mayor

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant #	Discount Rate	Per Item	Per Auth
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	2.2500%	\$0.1500	\$0.1000
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	2.2500%	\$0.1500	\$0.1000
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	2.2500%	\$0.1500	\$0.1000
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	2.2500%	\$0.1500	\$0.1000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	2.2500%	\$0.1500	\$0.1000
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>		2.2500%	\$0.1500	\$0.1000
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	2.2500%	\$0.1500	\$0.1000
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500%	\$0.1500	
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$0.2900	
<input checked="" type="checkbox"/> EBT	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$0.3500	
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		2.2500%	\$0.1500	\$0.1000
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		2.2500%	\$0.1500	\$0.1000

Merchant FNS# _____

Cash Benefits: ☐ YES ☐ NO

Daily Discount: ☐ YES ☒ NO

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:

<input checked="" type="checkbox"/> Tiered	<input type="checkbox"/> Pass-Through Plus	<input type="checkbox"/> Interchange Plus
0.45% Rewards Discount	Pass-Through Plus	
Mid-Qualified Discount		
0.98% Non-Qualified Discount		

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

Non-Refundable Application Fee *	Virtual Site Survey Fee *	\$15.00 Chargeback Fee *
\$5.00 Membership Fee	\$2.50 Retrieval Fee *	Monthly Debit Card Membership Fee
\$5.60 Monthly Regulatory Compliance Fee	\$25.00 Minimum Monthly Discount	Global Transport VT (Recurring Billing)
Annual Association Technology Fee	\$0.05 Voice AVS Fee *	Setup Fee *
Global Access @dvantage Monthly Fee	\$14.75 PCI ASSURE Monthly Fee	Global Transport VT (Recurring Billing)
\$0.60 Voice Authorization Fee *	\$39.00 PCI ASSURE Non-Compliance	Monthly Fee
\$0.20 Batch/ACH Fee *	Fee (monthly)	Global Transport VT (Recurring Billing)
\$15.00 Non-Sufficient Fund *	Data Monitoring Fee *	Transaction Fee *
\$5.00 Account Maintenance Fee	Other: _____	\$0.00 Customer Engagement Suite (Monthly)
Gateway Monthly Fee	Gateway Setup Fee	

Association Fees and Assessments (Per occurrence fees marked with a *)

0.2000% GP Fee - DISC Assessments *	\$0.0300 GP Fee - MC Acct Status Inquiry *
0.9000% GP Fee - DISC Intl Processing *	\$0.0550 GP Fee - MC Data Integrity *
1.2000% GP Fee - DISC Intl Service *	\$0.0025 GP Fee - MC CVC2 *
\$0.0500 GP Fee - DISC Program Integrity Fee *	0.1940% GP Fee - MC Assessments *
0.2000% GP Fee - PayPal Assessment *	0.2400% GP Fee - MC Assessments Lg Tkt *
\$0.0250 GP Fee - PayPal Participation *	0.0200% GP Fee - MC Acceptance & Licensing *
0.2240% GP Fee - VISA Assessments-Credit *	1.0000% GP Fee - MC Cross Bdr Domestic *
0.2240% GP Fee - VISA Assessments-Debit *	1.4000% GP Fee - MC Cross Bdr Foreign *
1.4000% GP Fee - VISA Intl Svc Assessment-Purchase *	1.2500% GP Fee - MC Acq Program Support *
1.8000% GP Fee - VISA Intl Svc Assessment *	0.0100% GP Fee - MC Digital Enablement *
0.8500% GP Fee - VISA Intl Acquiring *	\$3.7500 GP Fee - MC Monthly Fee
\$0.1000 GP Fee - VISA Trans Integrity *	0.2500% GP Fee - MC Integrity - Final Auth (Max) *
\$0.0195 GP Fee - VISA APF - Credit *	\$0.0400 GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$0.0155 GP Fee - VISA APF - Debit *	\$0.0450 GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$0.0395 GP Fee - VISA APF Intl - Credit *	0.8000% GP Fee - AMEX Inbound *
\$0.0355 GP Fee - VISA APF Intl - Debit *	0.1840% GP Fee - AMEX Network *
\$0.0250 GP Fee - VISA AVS Only *	0.3000% GP Fee - AMEX CNP *
\$0.0900 GP Fee - VISA Misuse of Auth *	GP Fee - AMEX Access *
\$0.0350 GP Fee - VISA Account Verification Fee Credit *	0.0000% GP Fee - Settlement Funding Fee *
\$0.0300 GP Fee - VISA Account Verification Fee Debit *	\$0.0000 GP Fee - Settlement Funding Fee PI
\$0.0700 GP Fee - VISA Account Verification Fee Intl *	0.0000% GP Fee - Risk Assessment Fee
\$0.0085 GP Fee - VISA Kilobyte Fee	\$0.0000 GP Fee - Risk Assessment Fee PI

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X _____, an individual

Name (printed):

Timothy Tenke

Signature of Guarantor (please sign below)

X _____, an individual

Name (printed):

Owner/Officer Information

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Timothy Tenke	Mayor	0%	09/09/1999	999-99-9999	(516) 676-2789
Home Address:			City:	State:	Zip Code:
9 Glen Street			Glen Cove	NY	11542
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
					Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
					Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
					Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
					Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
					Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
					Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
					Years There:

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☒ No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	021407912	7528623616	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Residence ☐ Other: _____

Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? ☐ Yes ☐ No

If no, explain: _____

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

The Merchant: ☐ Owns ☐ Leases the business premises

Further comments by inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____

Representative Name: _____ Representative Signature: X

Date: _____

Sales Rep Name:	Sales Rep Code:	Sales Phone Number:	Sales Email Address:
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Amex annual volume < \$1,000,000 ☒ YES ☐ NO

Amex Acceptance ☒ YES ☐ NO

Amex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Merchant Operating Guide ("Agreement") - https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf, and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature X	Name (printed): Timothy Tenke	Title: Mayor	Date:
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Hardware			
Quantity	Hardware Device	Rental/Purchase	Unit Price

Special Instructions:

Rate Table: Z3 (M)
Global Terminal Type: ZP2

Cardholder Data Storage Compliance & Service Provider

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
The signing merchant listed below has experienced an account data compromise.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
Merchant utilizes an EMV enabled terminal	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions for Government Entities, revision number v2.2020, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1:	Name (printed): Timothy Tenke	Title: Mayor	Date:
Merchant's Signature - Owner/Officer Name 2:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 3:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 4:	Name (printed):	Title:	Date:
Signing for Global Payments Direct, Inc.:	Name (printed):	Title:	Date:
Signing for Member:	Name (printed):	Name of Member (printed):	Date:

Merchant's Electronic Signature Details:

Logged In User:

IP Address:

Date and Time:

CARD SERVICES TERMS & CONDITIONS – GOVERNMENT ENTITIES

1. GENERAL.

- 1.1. The "**Card Services Agreement**" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "**you**"), Global Payments Direct, Inc. ("**Global Direct**"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("**Member**") is a member of Visa USA, Inc. ("**Visa**") and Mastercard International, Inc. ("**Mastercard**"). Global Direct is a registered independent sales organization of Visa®, a member service provider of Mastercard®, a registered Program Participant of American Express Travel Related Services Company, Inc. ("**American Express**"), and a registered acquirer for Discover Financial Services LLC ("**Discover**"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express®, Discover® and PayPal® transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Card Services Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB®, China UnionPay®, Diner's Club® and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Card Services Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "**Services**"). Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. ***A Merchant's submission of a transaction to Global Direct shall be deemed to signify Merchant's Acceptance of the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination.

2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express, Diners Club and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("**EBT**") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("**Recipients**"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("**FNS**") food stamp benefits ("**FS Benefits**") and/or

government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").

- 2.3. Provisions regarding debit card services are set forth in section 27 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 29 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 30 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. **PROCEDURES.**

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry ("PCI") Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. To the maximum extent permissible under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs except to the extent that such fines, fees or costs arise solely from the gross negligence or willful misconduct of Global Direct.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both: (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal**

Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent permissible under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form a part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, fines, penalties, etc. charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. **EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software

related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). If Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct if any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent permissible under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent permissible under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.
- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing Services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing Services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any

third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its: (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the prior written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.
10. **WARRANTIES AND REPRESENTATIONS.**
 - 10.1. Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, or proprietor of

Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation PCI Data Security Standards, Visa's Cardholder Information Security Program and Mastercard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. If that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent permissible under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by

operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Card Services Agreement, including the foregoing indemnities to the extent permissible under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1. *Neither Member nor Global Direct shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.***
- 12.2. *The liability of Global Direct and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed three months average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement. This shall be the extent of Global Direct's and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.***
- 12.3. *Under no circumstances shall Global Direct or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of placement of a merchant's name on any terminated merchant list for any reason even if Global Direct or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Card Services Agreement.***
- 12.4. *It is agreed that in no event will Global Direct or Member be liable for any claim, loss, billing error, damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, if a billing error occurs, within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.***
- 12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.***

13. TERM AND TERMINATION.

13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year (the “**Initial Term**”). The Card Services Agreement will automatically renew for additional one year periods (“**Renewal Term**” or “**Renewal Terms**”, and together with the Initial Term, the “**Term**”) unless Merchant gives 30 days’ advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant’s state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.

13.2. Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant’s default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant’s activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant’s terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant’s average ticket or volume as stated in the Merchant Application, or if Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

13.3. If Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant’s account(s). If the deposit has already been posted to Merchant’s account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant’s obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. If a termination occurs, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant’s expense.

14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant’s accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due

hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent permissible under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence; (b) the Reserve Account; (c) any rights to receive credits or payments under this Card Services Agreement; and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that: (a) Merchant has good and valid rights and title to the property described herein; (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity; (c) no other person or entity has a security interest or lien in any of the property described herein; and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a

secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent permissible under applicable law, are described above in section 15.

16.2. Merchant also agrees that, if a default by Merchant occurs, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.

17.2. **Class Action Waiver:** *Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class-wide basis.*

17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by Global Direct either through written communication or on its Merchant website located at: <https://reporting.globalpay.com>. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that Global Direct will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection

with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. **GENERAL.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
22. **NOTICES.** All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.
23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, if Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
 - 27.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("**Applicable Laws**") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for

Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

27.2. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section 27 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

27.3. If the Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section 27 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Card Services Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. **DECLINE MINIMIZER SERVICES.** If Merchant elects to use Global Direct's Decline Minimizer Service (as defined below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it

periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30. **CALLPOP OPENEDGE SERVICES.**

30.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

30.2. If Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Card Services Agreement pursuant to the termination and/or suspension rights specified in the Card Services Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30.3. *Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or non-infringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.*

31. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program

Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

32. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

33. **AMERICAN EXPRESS CARD ACCEPTANCE.**

33.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

33.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 33 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 33, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

33.3. Merchant hereby agrees that, if Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and

other fees payable by Merchant for American Express Card acceptance. **"High Charge Volume Merchant"** for purposes of this section 33 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling 12-month period or (ii) greater than \$100,000 in American Express charge volume in any 3 consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

- 33.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 33.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the PCI Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 33.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 33.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

34. ELECTRONIC SIGNATURES.

- 34.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Card Services Agreement and related documents, (b) you consent and intend to be bound by the Card Services Agreement and related documents; and (c) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 34.2. By pressing Submit, you agree: (a) that the Card Services Agreement and related documents shall be effective by electronic means; (b) to be bound by the terms and conditions of this Card Services Agreement and related documents; (c) that you have the ability to print or otherwise store the Card Services Agreement and related documents; and (d) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

35. SURCHARGES/OTHER FEES.

- 35.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced

are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear in the Surcharge Addendum attached, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

35.2. The items listed in this section 35 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

35.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

35.4. Merchant will also be assessed: (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions; (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions; and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

35.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

35.6. Merchant will also be assessed a Discover Network Authorization Fee.

35.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

35.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and

prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGE ADDENDUM FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with **"Direct Marketer"** market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card

transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who: (a) accept credit cards for advance payment; (b) guarantee reservations using a credit card; or (c) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code: Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code: Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code: Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code: Years There:

Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code: Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code: Years There:

Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code: Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code: Years There:

Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code: Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code: Years There:

Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code: Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code: Years There:

Merchant's Signature:	Name (Printed):	Title:	Date:
	Timothy Tenke	Mayor	



openedge
A division of globalpayments

OPENEDGE CHECK SERVICES MERCHANT APPLICATION

Merchant's DBA Name/Outlet Name:		Merchant's Legal Name:	
City of Glen Cove		City of Glen Cove	
Contact Name at this Address:		Contact Name at this Address:	
Micheal A Piccirillo		Micheal A Piccirillo	
Email:		Email:	
mpiccirillo@glencoveny.gov		mpiccirillo@glencoveny.gov	
Physical Street Address (No Po Box):		Legal Address:	
9 Glen St		9 Glen St	
City, State, Zip:		City, State, Zip:	
Glen Cove, NY, 11542		Glen Cove, NY, 11542	
DBA Phone:	Fax:	Corp Phone:	Fax:
(516) 676-2789	(516) 759-6791	(516) 676-2789	(516) 759-6791
Company Stock Ticker (If Publicly Traded):		Website Address (Required for Internet Merchants):	
		http://www.glencove-li.us/	
Customer Service Phone (Required for Moto and Internet Merchants Only):		Federal Tax ID #:	Years in Business (Current Owner):
		1 1 6 0 0 0 3 5 0	103

Merchant Profile	
Type of Ownership: <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc <input type="checkbox"/> Other <input type="checkbox"/> Tax Exempt Org (510c)	SIC/MCC Code: 4 9 0 0
Description of Products or Services Sold:	
Utility Payments	

Account Deposit and Funds Information			
Transaction Funding Bank Routing/Transit Number:		Transaction - Bank Account Number:	
0 2 1 4 0 7 9 1 2		7528623616	
Transaction Type of Account:		<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	
Billing Bank Routing/Transit Number (If different from Funding Account):		Billing Bank - Bank Account Number:	
Billing Type of Account:		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	

Requested Activity Transaction Processing Information	
Annual Check Sales	Average Transaction
180,000	150
Please provide accurate estimates of your expected ACH and/or Check21 activity. This information will be used during underwriting as a guide to establish your transaction limits. Requested amounts below are subject to approval by OpenEdge Risk Management	
Highest Single Monthly Amount \$	Highest Single Transaction Amount \$
20,000	800

OpenEdge Check Services Requested - Please select all that apply. Estimate usgae % for each selection (Must total 100%)			
Paper Check Conversion - Remote Deposit Capture: Please Note: Hardware is required for these Transaction Types			
<input type="checkbox"/>	I receive paper checks through the mail or in a lockbox.	ARC	0%
<input type="checkbox"/>	I receive paper checks at the time of the sale. I later process and convert them to an electronic payment.	BOC	0%
<input type="checkbox"/>	I receive paper checks at the time of the sale and I process and convert them at the same time to an electronic payment.	POP	0%
Electronic Check (a paper check is not presented)			
<input type="checkbox"/>	I have written pre-arranged agreements with my consumers to debit or credit their personal bank account for the goods or service I sell.	PPD	0%
<input type="checkbox"/>	I take transactions on a phone call from my consumers.	TEL	0%
<input checked="" type="checkbox"/>	Payments are submitted to me via a website, shopping cart or similar method.	WEB	100%
<input type="checkbox"/>	We have pre-arranged written agreements with our Corporate Partner authorizing us to debit or credit their bank accounts.	CCD	0%

Additional Services Available	
<input type="checkbox"/> Check Verification Services	<input type="checkbox"/> Check 21 (AIR)

EMAIL NOTIFICATION☒ Please send email notifications of returned items

Primary Email Address mpiccirillo@glencoveny.gov

Secondary Email Address

AUTO RE-PRESENTMENT

Would you like OpenEdge to automatically re-present ACH and/or Check21 NFS returns?

☐ Yes ☒ No If yes, please complete Re-Presentment Options below.**ACH RE-PRESENTMENT OPTIONS**Face Amount - Maximum Number of Re-Presentments (select one): ☐ 2 ☒ 1**Timing of Re-Presentment: of Days (0=immediately)****CHECK21 RE-PRESENTMENT OPTIONS**Face Amount - Maximum Number of Re-Presentments (select one): ☐ 2 ☒ 1**Timing of Re-Presentment: of Days (0=immediately)****Corporate Officers or Principal** (A Principal is an Owner; or, If a Public Corporation Senior Officers Starting With CFO, CEO or President.)

Name of Principal:	Title of Principal:	% Owned:	Phone Number:	Residential Address, City, State, Zip:
Timothy Tenke	Mayor	0%	(516) 676-2789	9 Glen Street, Glen Cove, NY, 11542
		%		, , ,
		%		, , ,

Personal Guarantee

As a primary inducement to OpenEdge Payments LLC ("OpenEdge") to enter into this Agreement, the persons indicated and signing below (the "Guarantor(s)") do jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to OpenEdge pursuant to this Agreement, as it now exists or amended from time to time, with or without notice. Guarantor(s) understands that OpenEdge may proceed directly against Guarantor(s) without first exhausting its remedies against any other person or entity responsible therefore to it or any security held by OpenEdge or Merchant. This guarantee will not be discharged or affected by the death of Guarantor(s), will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of OpenEdge. Guarantor(s) understand that the inducement to OpenEdge to enter into this Agreement is consideration for the guarantee, and that this guarantee remains in full force and affect even if the Guarantor(s) receive no additional benefit from the guarantee. This guarantee shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variations of terms of this Agreement. Guarantor(s) agree to promptly provide to OpenEdge or its agents any information requested by any of them from time to time concerning its financial conditions(s), business relationships, business history, and employment information. Guarantor(s) have read, understand, and agree to be bound by the terms and conditions set forth in this Merchant Application as well as the OpenEdge Check Services Agreement, and certifies that all information provided in these applications is true and correct and complete. Guarantor(s) authorize OpenEdge or any credit reporting agency employed by OpenEdge or any agent of OpenEdge, to make whatever inquires OpenEdge deems appropriate to investigate, verify or research references, statements or data obtained for the purpose of this Merchant Application.

Print Name:	Social Security #:	Date of Birth:
Street Address:	City/State/Zip:	Years at Address:
	, ,	
Home Phone:	Email Address:	
Signature:	Date:	
Print Name:	Social Security #:	Date of Birth:
Street Address:	City/State/Zip:	Years at Address:
	, ,	
Home Phone:	Email Address:	
Signature:	Date:	

Signature

The undersigned is duly authorized to sign on behalf of the Merchant and to bind the Merchant to the terms and conditions set forth in this Merchant Application and the OpenEdge Check Services Agreement ("Agreement"), which terms and conditions are acknowledged and agreed to by the Merchant, and certifies that all information provided in this Merchant Application is true, correct and complete. The undersigned signing on behalf of the Merchant is a legal resident of the United States of America, is at least 18 years of age, and authorizes OpenEdge or any credit reporting agency employed by OpenEdge or any agent of OpenEdge, to make whatever inquiries OpenEdge deems appropriate to investigate, verify or research references, statements or data obtained from Merchant for the purpose of this Merchant Application. The undersigned, on behalf of the Merchant, authorizes OpenEdge to initiate automated deposit or debit (ACH) entries to the Merchant's bank account as indicated on this Merchant Application or subsequently provided by Merchant.

Print Name of Authorized Signer: Timothy Tenke	Title of Authorized Signer: Mayor
Signature:	Date:

EXHIBIT B

Fees

Summary of Fees		ACH		AIR(Check21)	
<i>Remote Deposit Capture (ARC, BOC, POP)</i>		<i>Discount Fee</i>	<i>Per Item Fee</i>	<i>Discount Fee</i>	<i>Per Item Fee</i>
<i>Monthly Volume</i>					
Tier 1	\$.01 - 5,000	0.00%	\$ 0.35	0.00%	\$ 0.40
Tier 2	\$ 5,001 - 20,000	0.00%	\$ 0.33	0.00%	\$ 0.38
Tier 3	\$ 20,001 - 50,000	0.00%	\$ 0.31	0.00%	\$ 0.36
Tier 4	> \$50,001	0.00%	\$ 0.29	0.00%	\$ 0.34
<i>Check Not Present (WEB, TEL, PPD, CCD)</i>		<i>Discount Fee</i>	<i>Per Item Fee</i>	<i>Discount Fee</i>	<i>Per Item Fee</i>
<i>Monthly Volume</i>					
Tier 1	\$.01 - 5,000	0.00%	\$ 0.25	-	-
Tier 2	\$ 5,001 - 20,000	0.00%	\$ 0.25	-	-
Tier 3	\$ 20,001 - 50,000	0.00%	\$ 0.25	-	-
Tier 4	> \$50,001	0.00%	\$ 0.25	-	-
<i>Miscellaneous Fees</i>		<i>Per Account</i>			
Account on File Fee			\$ 5.00		
Monthly Minimum Fee			\$ 10.00		
Application Fee			\$ 0.00		
<i>ACH Return Transaction Fees</i>			<i>Per Item Fee</i>		<i>Per Item Fee</i>
Returns (Administrative)		each	\$ 6.00	-	\$ 6.00
Unauthorized Return Transaction Fee (Chargeback)		each	\$ 25.00	-	\$ 25.00
Verification		each	\$ 0.10	-	\$ 0.10

Initial: _____

OpenEdge Check Services Agreement

As set forth in the attached Merchant Application, this OpenEdge Check Services Agreement (“Agreement”) governs Merchant’s use of OpenEdge Payments LLC’s (“OpenEdge”) OpenEdge Check services. By submitting a Merchant Application, in the form acceptable to OpenEdge, or by using or attempting to use the OpenEdge Check services, Merchant acknowledges its receipt of this Agreement and agrees to be bound by these terms. Capitalized terms are defined on Exhibit A attached to this Agreement.

I. OpenEdge Responsibilities

1.1 The Services. OpenEdge, in conjunction with its Professional Service Providers, will make available to Merchant the following Services:

A. Accelerated Intelligent Routing. OpenEdge will utilize its Intelligent Routing Services in processing Merchant’s check-present transactions. Intelligent Routing Services will first attempt to route the transaction using the ACH Services, and if that fails, OpenEdge will then attempt to route the transaction using the Check21 Services (“Routing Services”) providing that an image of the check is presented for processing.

B. ACH Services. OpenEdge will process and settle the ACH transactions presented by Merchant as the originator, including, but not limited to: (i) processing checks via ACH (categorized as POP, ARC, BOC, TEL, WEB, PPD, and CCD under the NACHA Rules; (iv) customer activation and approval, (v) security and recovery; (vi) customer and other “back office” services; (vii) check return services; and (viii) transmission of files to the ODFI. OpenEdge will provide Merchant with Software which provides the capability to process recurring transactions for WEB, PPD and CCD transaction types. Collectively, the above are referred to as “ACH Services”.

C. Check21. OpenEdge will deliver to Merchant Software which provides the capability to interface with hardware that scans checks and associated paper-remittances to: (i) create an electronic image of the front and back of the check and any associated paper remittance items; (ii) provide the ability to validate the CAR/LAR payment amount and other information on the items; (iii) create an account receivable interface output file; (iv) create a transmission file that will ultimately be converted into ACH and/or x9 file format or its successors, and transmit such file to the ODFI; (v) create image archives of all items scanned; (vi) provide intranet and internet-based archive access; and (vii) provide a web-based gateway portal that allows for other capabilities such as electronic checks (collectively, “Check21 Services”).

D. Check Verification. OpenEdge will match checks provided by Merchant’s customers to the customer’s checking account and compare the account to a database of accounts that have a history of returns (“Check Verification Services”).

1.2 Software and Support. “Software” means software used in connection with the Services to enable remote capture, deposits and check verification through the ACH and other methods. OpenEdge will make available to Merchant an adequate amount of initial materials and supplies necessary for Merchant to complete initial customer transactions. OpenEdge Payments LLC will train Merchant on the procedures and rules applicable to the Services and the operation of appropriate terminals. OpenEdge will receive and respond to Merchant’s inquiries regarding the Services via E-mail and telephone. Merchant may obtain support by using the appropriate number(s) and E-mail addresses found at www.openedgepayment.com/en/support.

1.3 Merchant Data. OpenEdge will provide the Professional Service Providers with information about Merchant (“Merchant Data”) in order to enable Merchant to access the Services. Merchant authorizes OpenEdge to provide the data derived pursuant to Merchant’s use of the Services and Merchant Data to Professional Service Providers.

1.4 Optional Additional Service. From time to time, OpenEdge may make available to Merchant additional services and any such services accepted by Merchant shall be described in addenda to this Agreement reflecting the details of and any Fees associated with such service.

1.5 Disclaimer of Warranties. OpenEdge does not make, and hereby expressly disclaims, any express or implied warranties or conditions with respect to the Software, its intellectual property or the Services, or any authorization provided under this Agreement, including but not limited to the implied warranties of merchantability, suitability, satisfactory quality, non-infringement, or fitness for a particular purpose. Further, OpenEdge does not warrant: (A) the Software will be error-free or uninterrupted; (B) the Software will be compatible with any hardware except the hardware supplied by or otherwise approved by OpenEdge; or (C) the Software will integrate with any other computer system. All Services and deliverables described in this Agreement are on an “as is” basis.

II. Merchant Responsibilities

2.1 Hardware and Software. Merchant will provide and maintain all computer hardware, peripherals, device drivers, third party operating systems, and other third party software which may be required to operate the software and/or receive the Services. Merchant will ensure the compatibility of Merchant’s computer hardware, peripherals, device drivers, third party operating systems, and other third party software with the Software. Merchant will provide a safe and suitable location for installation, use, and operation of the Software in accordance with any instructions that may be reasonably specified by OpenEdge. Merchant will be responsible for distributing, maintaining and protecting login usernames and passwords provided to Merchant’s employees, contractors and agents, and will be liable for such individuals’ misuse.

2.2 Cooperation. Merchant will cooperate with OpenEdge by providing access to Merchant’s information, resources and personnel as reasonably requested. OpenEdge shall have the right from time to time, upon reasonable prior notice, to review Merchant’s use of the Software to verify compliance with this Agreement. Merchant shall allow OpenEdge to perform a site survey at Merchant’s location within 5 days of its request. Merchant will provide OpenEdge financial statements and other financial information as requested from time to time. If requested, Merchant will furnish to OpenEdge upon request a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

2.3 Software Restrictions. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with OpenEdge. Merchant will not use the Software except as specifically provided in this Agreement. Merchant shall not copy, decompile, disassemble or otherwise reverse-engineer or reproduce, or knowingly allow others, including without limitation, customers, resellers or others, to perform such reverse-engineering of the Software.

2.4 Representations and Warranties. Merchant represents and warrants to OpenEdge that: (A) Merchant is (i) a legal resident of the United States of America of at least 18 years of age, or (ii) a corporation or a limited liability company authorized, validly existing and in good standing under the laws of the United States and the State set forth on the Merchant Application; (B) Merchant has full authority and corporate power to enter into this Agreement and to perform the obligations of this Agreement; (C) Merchant’s performance of the terms of this Agreement will not violate any applicable law or regulation or any agreement to which Merchant may now or hereafter be bound; (D) this Agreement represents a valid obligation of Merchant and is fully enforceable against

Merchant; and (E) Merchant will comply with the terms of this Agreement. Further, Merchant will be responsible for complying with all applicable federal and state laws and regulations relating to transactions with Merchant's customers and this Agreement. All transactions submitted to OpenEdge will be for bona fide transactions with Merchant's customers.

2.5 Compliance With Laws. Merchant agrees to comply with all policies and procedures provided by OpenEdge, all payment network rules and regulations and all applicable state, federal and local laws, rules and regulations, as amended from time to time. Merchant will assist OpenEdge in complying with all laws which are applicable to any transaction or this Agreement. Merchant will execute and deliver to OpenEdge all instruments OpenEdge may from time to time reasonably deem necessary. Merchant understands that Merchant may not rely on, and OpenEdge will not be liable for, any advice OpenEdge may provide to Merchant about compliance with various laws.

2.6 Returns. Merchant is fully liable for all transactions returned for whatever reason. Merchant will pay on demand the value of all Returns and Chargebacks. Merchant authorizes OpenEdge to recoup from incoming transactions and to debit Merchant's Bank Settlement Account and the Reserve Account for the amount of all Returns and Chargebacks.

2.7 Merchant Application. Merchant represents and warrants to OpenEdge that all information in the Merchant Application is correct and complete. Merchant must notify OpenEdge in writing of any changes to the information in the Merchant Application, including but not limited to: any additional location or new business (the identity of principals and/or owners, the form of business organization (i.e., sole proprietorship, partnership, etc.)), type of goods and services provided and how sales are completed (i.e. by telephone, mail, or in person at Merchant's place of business). OpenEdge must receive the notice within 10 business days of the change. Merchant will provide other updated information to OpenEdge within a reasonable time upon request. Merchant is liable to OpenEdge for all losses and expenses OpenEdge incur arising out of Merchant's failure to report changes to OpenEdge. OpenEdge may immediately terminate this Agreement upon notification by Merchant of a change to the information in the Merchant Application.

2.8 Exclusivity. During the Term of this Agreement, Merchant will not enter into an agreement with any other entity that provides services similar to the Services without OpenEdge's written consent.

2.9 Authorizations. Merchant authorizes OpenEdge to audit Merchant's records, systems, processes or procedures to confirm compliance with this Agreement. Merchant will obtain, and will submit a copy of, an audit of Merchant's business when requested by OpenEdge. Merchant authorizes OpenEdge to make any credit inquiries OpenEdge consider necessary to review the acceptance and continuation of this Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to OpenEdge.

2.10 Third Party Services. Merchant may be using special services or software provided by a third party to assist Merchant in providing the Services, including, but not limited to, authorizations and settlements, or accounting functions. Merchant is responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure Merchant has and comply with any Software and Updates (defined below). OpenEdge has no responsibility for any transaction until that point in time OpenEdge receives data about the transaction.

III. Fees, Settlement, Security Interest and Recoupment

3.1 Authorization. Merchant authorizes OpenEdge to present ACH debits and credits to Merchant's Settlement Account in the amount of fees and other payments due by Merchant under the Agreement. Merchant agrees to be bound by the terms of the operating rules of NACHA, as amended from time to time. This ACH authorization will remain in effect after termination of this Agreement, and until such time as OpenEdge has received written notice terminating this authorization and all Merchant's obligations to OpenEdge have been paid in full. Merchant is solely liable for all fees and charges assessed by its financial institution, including all overdraft and NSF charges, and Merchant irrevocably releases OpenEdge and holds OpenEdge harmless from the same fees and charges, regardless of cause. OpenEdge is not liable for any delays in receipt of funds or errors in debit and credit entries caused by unaffiliated third parties including but not limited to a clearing house or Merchant's financial institution.

3.2 Fees. Merchant will pay OpenEdge fees ("Fees") for the Services and equipment in accordance with the rates set forth on Exhibit B. OpenEdge reserves the right to adjust the Fees at any time. Merchant's continued use of the applicable Services beyond the effective date of the price change will be deemed Merchant's consent to such price change. Merchant will also pay all taxes and other charges imposed by any governmental authority on the Services.

3.3 Other Amounts Owed. Merchant will immediately pay to OpenEdge any amount incurred by OpenEdge attributable to this Agreement including but not limited to returns, unauthorized Returns, Chargebacks, non-sufficient fund fees, and ACH debits that overdraw the Settlement Account, Reserve Account (defined below) or are otherwise dishonored, if applicable. OpenEdge will debit via ACH the Settlement Account, Reserve Account, or any other account Merchant has at any financial institution, for any amount Merchant owes OpenEdge under this Agreement or under any other contract, note, or guaranty, now existing or later entered into between Merchant and OpenEdge, whether Merchant's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. If such debit does not fully reimburse OpenEdge for the amount owed, Merchant will immediately pay OpenEdge such amount.

3.4 Charges and Settlement Procedures, Settlement Account.

A. Settlement. Merchant will designate and maintain a settlement account ("Settlement Account") with a balance of available funds sufficient to cover Merchant's obligations under this Agreement. OpenEdge will debit the Fees from the Settlement Account once each business day for the previous business day's activity, once each month for the previous month's activity, or will set off the Fees from the funds due to Merchant attributable to transactions presented to OpenEdge, in its discretion.

B. Authorization. Merchant irrevocably authorizes OpenEdge to credit and debit the amounts Merchant owes OpenEdge for Fees and for amounts OpenEdge owes Merchant from and to the Settlement Account. This authority will remain in full force and effect for at least 2 years after termination of this Agreement whether or not Merchant has notified OpenEdge of a change to the Settlement Account. Merchant must obtain its prior written consent to change the Settlement Account. If Merchant changes the Settlement Account without its consent, OpenEdge may immediately terminate this Agreement and may take other action OpenEdge deems necessary, in its sole discretion. Merchant also authorizes the financial institution(s) at which Merchant maintains its Settlement Account to act in accordance with instructions from OpenEdge regarding funds in the Settlement Account, including transferring funds in the Settlement Account to OpenEdge. Merchant will indemnify and hold harmless the financial institution(s) at which Merchant maintains Merchant's Settlement Account

for acting in accordance with any instruction from OpenEdge regarding the Settlement Account. C. Withholding. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. § 365 as amended from time to time. OpenEdge will deposit into the Settlement Account funds processed by Merchant and will provide Merchant provisional credit for such funds (less recoupment of any credits, adjustments, fines, Returns, Chargebacks, Fees or other costs). Final credit for those provisional funds will be granted in OpenEdge's sole discretion. OpenEdge, and not Merchant, owns all provisional funds, and title to such funds does not pass to Merchant until all amounts owed to OpenEdge is paid or recouped and OpenEdge deems such provisional credit final, in its reasonable discretion. Merchant understands and agrees that OpenEdge may withhold deposit and payment to Merchant without notice if OpenEdge determines, in its sole discretion, that a transaction or batch of transactions poses a risk of loss. OpenEdge is not responsible for any losses Merchant may incur, including but not limited to non-sufficient fund fees, due to such delayed deposit of funds. Merchant acknowledges that Merchant's obligation to OpenEdge for all amounts owed under this Agreement arise out of the same transactions as its obligation to deposit funds into the Settlement Account.

D. Deposits. OpenEdge will initiate a deposit to the Settlement Account upon receipt of funds. The deposit will be initiated the next business day following the funding hold period. The funding hold is determined during the underwriting process. Business days shall include any Monday through Friday, excluding holidays observed by the Federal Reserve. Merchant authorizes OpenEdge to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant conditional credit for any entry.

E. Reports and Asserted Errors. A statement detailing the Fees will be made available to Merchant at www.myxcheckonline.com. Merchant must promptly examine all statements, and immediately notify OpenEdge in writing of any errors. Merchant's written notice must include: (1) Merchant's name and account number; (2) the dollar amount of the asserted error; (3) a description of the asserted error; and (4) an explanation of why Merchant believes an error exists and the cause of it, if known. That written notice must be received by OpenEdge within 30 calendar days after the applicable statement containing the asserted error was made available to Merchant. Merchant waives all rights to make any claim against OpenEdge or any other party for any loss or expense relating to any asserted error after such 30 day period.

3.5 Security Interests, Reserve Account, Recoupment and Set-Off.

A. Security Interests. This Agreement is a security agreement under the Uniform Commercial Code. Merchant grants to OpenEdge a security interest in and lien upon: (1) all funds at any time in the Settlement Account, regardless of the source of such funds; (2) all funds at any time in the Reserve Account, regardless of the source of such funds; and (3) any and all amounts which may be due to Merchant under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Merchant agrees to provide other collateral or security to OpenEdge to secure Merchant's obligations under this Agreement upon its request. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements now existing or later entered into between Merchant and OpenEdge. This security interest may be exercised by OpenEdge without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets.

B. Perfection. Upon request by OpenEdge, Merchant will execute one or more financing statements, security agreements, account control agreements, or other documents to evidence this security interest. Merchant represents and warrants that no

other person or entity has a security interest in the Secured Assets. Merchant will obtain OpenEdge's written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Merchant agrees that this is a contract of recoupment and OpenEdge is not required to file a motion for relief from a bankruptcy automatic stay in order for OpenEdge to foreclose on, collect or sell any of the collateral (including any Settlement Account and/or Reserve Account). Nevertheless Merchant agrees not to contest or object to any motion for relief from the automatic stay filed by OpenEdge. Merchant authorizes OpenEdge and appoints OpenEdge as Merchant's attorney in fact to sign Merchant's name to any financing statement used for the perfection of any security interest or lien granted hereunder.

C. Reserve Account. OpenEdge may establish and maintain a non-interest bearing deposit account on Merchant's behalf ("Reserve Account") at a financial institution OpenEdge chooses, initially or at any time in the future, and may fund the Reserve Account with sums sufficient to satisfy Merchant's current and future obligations as determined by OpenEdge. Merchant authorizes OpenEdge to debit the Settlement Account or any other account Merchant has at any financial institution in order to establish or maintain funds in the Reserve Account. OpenEdge may deposit into the Reserve Account funds OpenEdge would otherwise be obligated to pay Merchant for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section if OpenEdge determines such action is reasonably necessary to protect its interests. OpenEdge may, without notice to Merchant, apply deposits in the Reserve Account against any outstanding amounts Merchant owes under this Agreement or any other agreement between Merchant and OpenEdge. Also, OpenEdge may exercise its rights under this Agreement against the Reserve Account to collect any amounts due to OpenEdge including, without limitation, rights of set-off and recoupment.

D. Funds in the Reserve Account. Merchant agrees that Merchant will not use any funds in the Reserve Account for any purpose, including but not limited to paying Chargebacks, Fees, fines or other amounts Merchant owes OpenEdge under this Agreement. OpenEdge controls all funds in the Reserve Account, and OpenEdge (and not Merchant) shall have sole control of the Reserve Account.

E. Recoupment and Set Off. OpenEdge has the right of recoupment and set-off. This means that OpenEdge may offset or recoup any outstanding/uncollected amounts owed by Merchant from: (1) any amounts OpenEdge would otherwise be obligated to deposit into the Settlement Account or Reserve Account; (2) any other amounts OpenEdge may owe Merchant under this Agreement or any other agreement; and (3) any funds in the Settlement Account or Reserve Account. Merchant acknowledges that in the event of a bankruptcy proceeding, in order for Merchant to provide adequate protection under Bankruptcy Code § 362 and/or 365 to OpenEdge, Merchant must create or maintain the Reserve Account as required by OpenEdge, and OpenEdge must have the right to offset and recoup against the Reserve Account for any and all obligations which Merchant may owe to OpenEdge, without regard to whether the obligations relate to transactions initiated or created before or after the filing of the bankruptcy petition.

F. Remedies Cumulative. The rights and remedies conferred upon OpenEdge in this Agreement, at law or in equity, are not intended to be exclusive of each other. Rather, each and every right of ours under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

IV. Third Party Requirements

4.1 NACHA Requirements. Merchant authorizes OpenEdge, as a third party sender (as defined in the NACHA Rules), to act as Merchant's agent in processing ACH entries or check image deposits for Merchant, and acknowledges its understanding that OpenEdge will establish one or more clearing accounts with, and submit ACH entries or deposits on Merchant's behalf, to an ODFI selected by OpenEdge.

4.2 Originator Rules. Merchant: (A) assumes the responsibilities of and makes the warranties of an Originator (as defined in the NACHA Rules) and agrees to reimburse OpenEdge and the ODFI for returns, reversals, adjustments, reclamations and warranty claims and responsibilities related to Merchant's ACH entries or check image deposits; (B) agrees to comply with the NACHA Rules, including but not limited to the requirements of Article Three (Obligations of Originators), Article Five (Obligations of Third-Party Senders) and if international ACH entries are initiated by Merchant, the NACHA Rules applicable to IAT ACH entries, all of which are available at www.nacha.org; (C) agrees to comply with all applicable state and federal laws, rules and regulations, including but not limited to sanction laws administered by the Office of Foreign Assets Control, the Electronic Funds Transfer Act, the Unlawful Internet Gambling Enforcement Act, the Check Clearing for the 21st Century Act, and Federal Reserve Board Regulation E (the foregoing and the ACH Rules are, collectively, the "Applicable Rules"); and (D) acknowledges that ACH entries may not be initiated or deposits made that violate the laws of the United States, including but not limited to the sanctions laws, regulations and orders administered by OFAC, laws, regulations, rules and orders administered by FinCEN, and any state laws, regulations or orders applicable to the providers of ACH payment services.

4.3 Entries and Authorizations. Merchant represents and warrants as to each ACH entry that Merchant has obtained the necessary authorizations under the NACHA Rules and Applicable Rules and that Merchant shall not initiate any funds transfer after the authorization for the same has been revoked (or the agreement between Merchant and OpenEdge has been terminated).

With respect to each entry OpenEdge sends to the ODFI on Merchant's behalf, Merchant represents and warrants to OpenEdge and the ODFI that such entry is in compliance with United States law, including, but not limited to, rules promulgated and programs administered by OFAC and FinCen, that no such entry violates United States law, including, but not limited to, rules promulgated and programs administered by OFAC and FinCen, that Merchant is not acting on behalf of or transmitting funds to any party subject to OFAC sanctions and that such entry complies with the laws and payment system rules of the receiving country.

Merchant acknowledges that OpenEdge, the ODFI and other parties must comply with the NACHA Rules, Applicable Rules and United States law. The performance by each of these parties, including the ODFI, of obligations with respect to such entries may cause delays in processing, settlement and/or availability of the entries. Merchant waives and releases OpenEdge and the ODFI from any liability or obligation, including, but not limited to, funds availability obligations, caused by or arising out of any such delay associated with such entries.

4.4 Review. Merchant understands that OpenEdge and the ODFI have the right to: (A) review, monitor and audit Merchant's ACH transactions, processes and procedures for compliance with this Agreement and the NACHA Rules; (B) limit the amount of ACH entries processed for Merchant; and (C) suspend, discontinue or terminate processing based on their assessment of the risk posed to OpenEdge, the ODFI and/or the breach or termination of Merchant's agreements with OpenEdge.

4.5 Accuracy of Information and Errors. Merchant is responsible for the results of using OpenEdge, the Services,

and for the accuracy and adequacy of the data Merchant or OpenEdge provides to the ODFI. Merchant authorizes the ODFI to act on any instruction which has been or reasonably appears to have been sent by OpenEdge or Merchant, including but not limited to funds transfer instructions. The ODFI is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. Merchant understands that if Merchant or OpenEdge provides the ODFI with incorrect information or if there is any error in the instruction Merchant accepts full responsibility for losses resulting from any of the errors, duplication, ambiguities or fraud in the information that was provided to the ODFI. Neither OpenEdge nor the ODFI is responsible to third parties (such as, but not limited to, third party service providers and the third parties to whom wire or ACH debit or credits are transmitted and Merchant shall defend, indemnify and hold the ODFI harmless from, the actions or omissions of OpenEdge, and Merchant shall defend, indemnify and hold both OpenEdge and the ODFI harmless from any claim made against OpenEdge or the ODFI arising out of Merchant's use of the Services, breach of this Agreement, or breach of any warranty under the NACHA Rules. IN NO EVENT WILL OpenEdge OR THE ODFI BE LIABLE OR RESPONSIBLE FOR, AND MERCHANT BEARS ALL RISK ASSOCIATED WITH, FOREIGN EXCHANGE CONVERSION AND ANY GAINS AND LOSSES RESULTING FROM THE CONVERSION OF CURRENCIES IN CONNECTION WITH ANY ENTRY.

4.6 Survival of Article IV. This Article IV shall survive the termination of the agreement between OpenEdge and the ODFI. Notwithstanding anything to the contrary elsewhere in the Agreement, the ODFI shall be considered an intended beneficiary of this Article IV and is entitled to enforce its terms. This Article IV is agreed to in consideration of the ODFI's agreement to serve as the ODFI. Merchant waives notice of the ODFI's acceptance of this Article IV.

V. Confidential Information

5.1 Information. For purposes of this Agreement "Confidential Information" means information belonging or relating to OpenEdge's business, including without limitation, the Software, its technology, the method of processing transactions, computer programs, software, message formats, procedures, forms, related materials, this Agreement, client lists, client information and pricing information. Merchant acknowledges that the Confidential Information has been developed through the expenditure of a significant amount of effort and resources. Merchant will not use for Merchant's own purposes, will not disclose to any third party, and will retain in strictest confidence all Confidential Information. Merchant will safeguard the Confidential Information by using the same degree of care and discretion that Merchant uses to protect Merchant's own confidential information.

5.2 Remedy. Merchant agrees that the Confidential Information constitutes trade secrets and that disclosures to others may result in loss or irreparable damage. Thus, if Merchant breaches this Section 5, OpenEdge will be entitled to injunctive relief in addition to any other rights to which OpenEdge may be entitled, without the necessity of proof of actual damages.

VI. Term and Termination

6.1 Term. This Agreement will have an initial term of one year. After the initial term of this Agreement, this Agreement will be automatically extended for successive 1 year periods on the same terms, unless Merchant gives OpenEdge written notice of termination at least 60 days prior to the expiration of the then current term.

6.2 Termination. The parties will have the following rights:

A. Termination by OpenEdge. OpenEdge may terminate this Agreement for any reason without prior notice at any time, which termination may be effective immediately.

B. Termination by Merchant. Merchant has no right to terminate this Agreement except as provided in this subsection. If OpenEdge fails to perform its obligations under this Agreement, and Merchant desires to terminate this Agreement, then Merchant must give written notice to OpenEdge stating such intent, identifying the nonperformance, and giving OpenEdge the opportunity to remedy such nonperformance for a period of 60 days following the date notice is given. Upon expiration of such 60 day cure period, if the performance has not been remedied, Merchant may terminate this Agreement.

6.3 Early Termination. If Merchant terminates this Agreement before the end of the initial term or any renewal term in violation of this Agreement Merchant will immediately pay OpenEdge, as a deconversion cost, an early termination fee equal to \$99.00. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Other remedies OpenEdge may have under this Agreement still apply.

6.4 Effect of Termination. All of Merchant's obligations regarding transactions OpenEdge processes under this Agreement will survive termination. Merchant must maintain in the Settlement Account and Reserve Account enough funds to cover all Chargebacks, deposit charges, obligations, refunds and fees incurred by Merchant for at least 2 years after termination of this Agreement. Merchant authorizes OpenEdge to charge those accounts, or any other account maintained under this Agreement, for all such amounts. If the amount in the Settlement Account or Reserve Account is not adequate, Merchant will pay OpenEdge the amount Merchant owes OpenEdge upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. After the expiration of such 2 year period Merchant must provide OpenEdge with written notification indicating Merchant desires a release of any funds remaining in the Reserve Account in order to receive such funds.

VII. Indemnification and Limitation of Liability

7.1 Indemnification. Merchant will hold harmless and indemnify OpenEdge, its employees and agents against: (A) all claims by third parties arising out of this Agreement; (B) all attorneys' fees, collection costs, and other costs and expenses paid or incurred by OpenEdge in the enforcement of this Agreement, including but not limited to those resulting from any breach by Merchant of this Agreement and those related to any bankruptcy proceeding; (C) any action OpenEdge takes against the Settlement Account, Reserve Account, or any other account, pursuant to this Agreement; (D) any failure by Merchant or Merchant's employees, agents, or affiliates to comply with the terms of this Agreement; and (E) any damage due to equipment or software not purchased or leased from OpenEdge. This indemnification shall survive termination of this Agreement. Merchant is responsible and liable for the acts and omissions of Merchant's employees, agents and representatives (whether or not acting within the scope of their duties).

7.2 Limitation of Liability. Any liability of ours under this Agreement, whether to Merchant or any other party, whatever the basis of the liability, shall not exceed in the aggregate the difference between (A) the amount of Fees paid by Merchant to OpenEdge

during the month in which the transaction out of which the liability arose occurred; and (B) assessments, Chargebacks, and offsets against such Fees which arose during such month. In the event more than one month is involved, the aggregate amount of its liability shall not exceed the lowest amount determined in accordance with the foregoing calculation for any one month involved. Neither OpenEdge, nor any of its agents, officers, directors, or employees shall be liable for indirect, special, or consequential damages, even if advised of the possibility of such damages.

VIII. General

8.1 Assignment. Merchant may not assign this Agreement or the rights under this Agreement without its prior written consent and any purported assignment without such consent shall be void. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties. OpenEdge may use third parties to deliver the Services to Merchant. OpenEdge may assign this Agreement to any third party upon giving notice to Merchant.

8.2 Governing Law and Jurisdiction. This Agreement shall be exclusively governed by and construed according to the laws of the State of Delaware. The parties irrevocably submit to the exclusive jurisdiction of any state court in State of Georgia (and any federal court having jurisdiction in Fulton County, Georgia), in any action, suit or proceeding brought under this Agreement and waive, to the fullest extent it may do so, the defense of forum non conveniens.

8.3 Waiver of Trial by Jury. The parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement

8.4 Relationship of the Parties. Merchant and OpenEdge will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer or partner of the other.

8.5 Entire Agreement. The terms of the Merchant Application, the Schedule and the Exhibit are incorporated into the Agreement by reference. The terms of the Merchant Application and this Agreement set forth the entire understanding between OpenEdge and Merchant relating to its subject matter, and all other understandings, written or oral, are superseded.

8.6. No Waiver of Rights. No failure or delay by OpenEdge in exercising any power, right or remedy under this Agreement shall operate as a waiver. All waivers by OpenEdge must be in writing and signed by OpenEdge.

8.7 Voidness. If for any reason any court of competent jurisdiction finds any provision of this Agreement to be void or voidable, OpenEdge and Merchant agrees that the court may reform such provision(s) to render the provision(s) enforceable ensuring that the restrictions and prohibitions contained in this Agreement shall be effective to the fullest extent allowed under applicable law.

8.8 Construction of Terms. The captions used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Section 1.3, Sections 2.2 through 2.8, Article III, Article IV, Article V, Sections 6.3 and 6.4, Article VII and Article VIII of this Agreement shall survive its termination.

8.9 Copies. A facsimile of the Merchant Application or this Agreement bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8.10 Force Majeure. The parties shall be released from liability under this Agreement for failure to perform any of the obligations where such failure to perform occurs by reason of any force majeure event, including, without limitation, act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military or terrorist operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental authority or either party's compliance therewith, or governmental regulation or priority or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.

8.11 Electronic Statements. By executing this Agreement, Merchant consents to the electronic delivery of statements, required notices and other OpenEdge related documents, in the format described in Section 8.12 below.

8.12 Notice. Any notice required to be provided to Merchant by this Agreement will be effective when OpenEdge Payments LLC sends it to the email address Merchant provided in the Merchant Application, or to the physical address Merchant provided in the Merchant Application, or the most recent address OpenEdge Payments LLC has in its records, by registered or certified mail or a nationally recognized overnight courier, at its option. Any notice required to be provided to OpenEdge Payments LLC by this Agreement will be effective when sent by registered or certified mail or a nationally recognized overnight courier to the following address:

OpenEdge Payments LLC
2436 West 700 South
Pleasant Grove, Utah 84062
Attention: General Counsel

8.13 Amendments to this Agreement, Merchant Application and Additional Services. Merchant understands that OpenEdge Payments LLC reserves the right to amend this Agreement, and the Merchant Application, at any time by providing Merchant notice of such amendments in the method described in Section 8.12. OpenEdge reserves the right to discontinue or modify this Agreement in its sole discretion upon such notice. Merchant's continued use of its Services after Merchant has been notified of any amendment(s) that have been made shall be deemed Merchant's consent to the terms in the revised Agreement. Such amendments shall be inapplicable to disputes arising, or arising out of an event occurring, prior to the date notice of such amendment was sent to Merchant.

EXHIBIT A

Definitions

- 1. ACH:** means the Automated Clearing House financial network.
- 2. Agreement:** means the OpenEdge Check Services Agreement, together with all of its exhibits and the Merchant Application.
- 3. OpenEdge:** means OpenEdge Payments LLC, a Delaware corporation, with offices at 2436 West 700 South Pleasant Grove, Utah 84062.
- 4. Chargeback:** means a type of Return that occurs when a bank account holder claims they did not authorize a transaction, when the account holder and the customer are not the same person (i.e., identity theft), when the authorization was not properly obtained from Merchant's customer or when a customer does not recognize a transaction.
- 5. Fees:** shall have the meaning ascribed to it in Section 3.2 of the Agreement.
- 6. FinCEN:** means the United States' government's Financial Crimes Enforcement Network.
- 7. Merchant:** means the merchant set forth on the Merchant Application, including its owners, agents, and employees.
- 8. Merchant Application:** means the merchant application attached to this Agreement.
- 9. Merchant Data:** means information in OpenEdge's possession, including that information provided on the Merchant Application as it may be updated and corrected from time to time.
- 10. NACHA Rules:** means the Operating Rules promulgated by the electronic transactions association NACHA, which are available at <http://www.nacha.org>.
- 11. ODFI:** means the originating depository financial institution that receives and processes electronic checks submitted by Merchant to OpenEdge under this Agreement.
- 12. OFAC:** means the United States government's Office of Foreign Assets Control.
- 13. Reserve Account:** shall have the meaning ascribed to it in Section 3.5 (C) of the Agreement.
- 14. Return:** means an ACH transaction rejected before being completely processed by the customer's bank (e.g., NSF, invalid account number, account closed, etc.).
- 15. Secured Assets:** shall have the meaning ascribed to it in Section 3.5 (A) of the Agreement.
- 16. Services:** means the electronic check processing and related services provided by OpenEdge to Merchant under this Agreement, including any or all of the following:
 - a. ACH Services:** shall have the meaning ascribed to it in Section 1.1 (B) of the Agreement.
 - b. Check21 Services:** shall have the meaning ascribed to it in Section 1.1 (C) of the Agreement.
 - c. Check Verification Services:** shall have the meaning ascribed to it in Section 1.1 (D) of the Agreement.
 - d. Routing Services:** shall have the meaning ascribed to it in Section 1.1 (A) of the Agreement.
- 17. Settlement Account:** shall have the meaning ascribed to it in Section 3.4 (A) of the Agreement.
- 18. Software:** shall have the meaning ascribed to it in Section 1.1 (G) of the Agreement.
- 19. Professional Service Providers:** means third-party service providers engaged by OpenEdge to provide services to Merchant or OpenEdge related to Merchant's use of the Services.

Resolution 6-J





Nassau County Human Services Universal Budget Form



HS Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: The City of Glen Cove

Program Name: FFCRA

Contract Period Start: 1/1/2020

End: 9/30/2020

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract # CQHS21000037

Enter Whole # Only

State Reimbursement %

Federal Reimbursement %

HS Only:



Nassau County Human Services Universal Budget Form

Contract # CQHS21000037
Contractor Name: The City of Glen Cove
Program Name: FFCRA

Contract Period
1/1/20
9/30/20

<i>Budget Summary</i>		Original Date	
		Revision Date	
Line #	Expense type		Total \$
1a	Salary		\$0
1b	Fringe		\$0
1 Total	Personnel (Salary plus Fringe)		\$0
2	Consultant(s)		\$0
3	Travel / Per Diem / Transportation		\$0
4	Equipment		\$5,450
5	Supplies		\$0
6	Contractual Services		\$0
7	Rent/Utilities		\$0
8	Food Costs		\$0
	# of NSIP meals =	\$0	
9	Other Costs		\$0
10	Administrative Overhead		\$0
	Gross Expenditures (Lines 1 – 10)		\$5,450
11	Revenue, Income, Participant Contribution, Cost Share, Matches		\$0
	Participant Contributions =	\$0	
	Cost Share =	\$0	
	Net Budget Total (Lines 1 – 10 minus line 11)		\$5,450

Administrative Approval of Universal Budget Form:
Date: _____

Department Head Approval _____

Fiscal Approval _____

Program Head Approval _____

Original: _____
Amend: _____

Budget Modifications

Date _____

Program _____

Fiscal _____



Nassau County Human Services Universal Budget Form

Contract # CQHS21000037
Contractor Name: The City of Glen Cove
Program Name: FFCRA

Contract Period
1/1/20
9/30/20

Budget Summary		Original Date	
		Revision Date	
Line #	Expense type		Total \$
1A a	Salary		\$0
1A b	Fringe		\$0
1A Total	Personnel (Salary plus Fringe)		\$0
2A	Consultant(s)		\$0
3A	Travel / Per Diem / Transportation		\$0
4A	Equipment		\$5,450
5A	Supplies		\$0
6A	Contractual Services		\$0
7A	Rent/Utilities		\$0
8A	Food Costs		\$0
	# of NSIP meals =	-	
9A	Other Costs		\$0
10A	Administrative Overhead		\$0
	Gross Expenditures (Lines 1 – 10)		\$5,450
11A	Revenue, Income, Participant Contribution, Cost Share, Matches		\$0
	Participant Contributions =	0	
	Cost Share =	0	
	Net Budget Total (Lines 1 – 10 minus line 11)		\$5,450

Administrative Approval of Universal Budget Form:
Date: _____

Department Head Approval _____

Fiscal Approval _____

Program Head Approval _____

Original: _____
Amend: _____

Budget Modifications

Date _____

Program _____

Fiscal _____

Contract # CQHS21000037
 Contractor Name The City of Glen Cove
 Program Name FFCRA

Contract Period
1/1/2020
9/30/2020

Line 1A - Personnel

Cost of salaries and/or wages of personnel assigned to the project

----- Contract Amount Only -----

Staff Title/Name	Salary Pd Per Pay Period	Explanation/Description of Function/Expense	% Wk'd on Program	Salary \$	Fringe \$	Total \$
Sample	\$ 2,000.00	1/1-12/31/2010, 1820 hrs p/y \$52,000 yrlly Salary	25.00%	\$13,000	\$3,250	\$16,250
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
1A Sheet 1 Total		(This Total includes Line 1A Sheet 1 Only)	n/a	\$0	\$0	\$0
Line 1A Total		(This Total includes Line 1A Sheet 1 thru Sheet 6)	n/a	\$0	\$0	\$0

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; % of time spent on program; period of time spent on program; annual salary; and/or hourly wage rate. **(Department of Human Services Office for the Aging (OFA) Contracts - Please include the \$ amount that salaried personnel receive per pay period. Also, if you anticipate raises during the year, please use 2 lines per person.)**
3. All Direct Personnel Costs or Allocations are to be included in this section, **not in Other.**
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department. **(OFA Contracts: Please report fringe on a per person basis.)**
6. If additional lines are needed, please go to "Home", click "Format Cells", click "Hide & Unhide" under Visibility, click "Unhide. Sheet" and then click whatever sheets you need.

Contract #	CQHS21000037	Contract Period
Contractor Name	The City of Glen Cove	1/1/2020
Program Name	FFCRA	9/30/2020

Line 2A - Consultants

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2A Personnel Costs and Line 9A Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense (Please include cost of each session)	# of Sessions	Total \$
Line 2A Total		n/a		\$0

Note(s):

- For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to be worked. Include all consultant travel costs here.
- Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).

Line 3A - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	Explanation - Description of Expense		Total
Line 3A Total	n/a		\$0

Note(s):

- Costs of transportation, mileage allowance, lodging, food, and related items incurred by contractor staff on project-related travel, and client transportation. Registration and conference costs to on the Miscellaneous Line. This expense type does not include consultant travel costs.
- Aggregate separately for staff and client expenses.

Contract #	CQHS21000037	Contract Period
Contractor Name	The City of Glen Cove	1/1/2020
Program Name	FFCRA	9/30/2020

Line 4A - Equipment

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment RENTAL	Explanation - Description of Expense	Total \$

Note(s):

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment PURCHASE	Explanation - Description of Expense	Total \$
Equipment	Various Equipment; Smart TVs, Air purifiers, First Aid Kits, Art Supplies, Programming Supplies	\$5,450

Note(s):

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department. **(OFA Contracts - Equipment under \$200 should be listed under Supplies.)**

Line 4A Total	n/a	\$5,450
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Note(s):

1. Total the cost of equipment purchases and rentals.

Contract #	CQHS21000037	Contract Period
Contractor Name	The City of Glen Cove	1/1/2020
Program Name	FFCRA	9/30/2020

Line 5A - Supplies

Cost of supplies

Expense type: Supplies	Explanation - Description of Expense	Total \$
Line 5A Total	n/a	\$0

Note(s):

- Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project (list stamps in this section). Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested. **(OFA Contracts - Include office and kitchen supplies.)**
- Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply. **(OFA Contracts - Equipment under \$200 should be listed under Supplies.)**

Line 6A - Contractual Services

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total \$
Line 6A Total	n/a	\$0

Note(s):

- Costs of indirect services acquired by the contractor under a separate contract or subcontract.
- Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expense type.
- Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Contract #	CQHS21000037	Contract Period
Contractor Name	The City of Glen Cove	1/1/2020
Program Name	FFCRA	9/30/2020

Line 7A - Rent/Utilities

Costs related to rent and utilities associated with direct client services.

Expense type: Rent/Utilities	Explanation - Description of Expense		Total \$
Line 7A Total	n/a		\$0

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description. **(DSCA Contracts - Signed copy of lease must be returned with contract.)**

Line 8A - Food Costs

Expense type: Food Costs	Explanation		Total \$
	Number of NSIPMeals =		
Line 8A Total	n/a		\$0

Note(s):

1. Please provide: For Catered Meals - Name of vendor, # of meals, cost per meal. A copy of catering contract must be submitted to OFA. For Meals Prepared on Site - # of meals and raw food cost per meal.

Contract #	CQHS21000037	Contract Period
Contractor Name	The City of Glen Cove	1/1/2020
Program Name	FFCRA	9/30/2020

Line 9A - Misc./Other Costs

Please itemize all expenses

Expense type: Misc./Other Costs	Explanation - Description of Expense		Total \$
Line 9A Total	n/a		\$0

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences, insurance, equipment maintenance, vehicle maintenance, advertising and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Contract # CQHS21000037
 Contractor Name The City of Glen Cove
 Program Name FFCRA

Contract Period
1/1/2020
9/30/2020

Line 10A - Administrative Overhead

Administrative Overhead costs

THIS SECTION DOES NOT APPLY TO OFA CONTRACTS

----- Contract Amount Only -----

Expense type: Administrative Overhead	Explanation - Description of Expense			Total \$
Line 10A Total	n/a	\$0	\$0	\$0

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Line 11A - Revenue

Please itemize all participant contributions, cost share, revenue, income, and matches, if any, expected to be generated from this project.

Revenue type: Income/Matches	Explanation - Description of Revenue	Total \$
Contributions	Voluntary Participant Contributions =	
Cost Share	Required Participant Cost Share (if applicable) =	
Line 11A Total	n/a	\$0

LAURA CURRAN
COUNTY EXECUTIVE



CAROLYN McCUMMINGS, MPH, PhD
COMMISSIONER

JORGE A. MARTINEZ
DEPUTY COMMISSIONER

**COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES**

Office for the Aging

60 Charles Lindbergh Boulevard, Suite #260
Uniondale, New York 11553-3691
516-227-8900/FAX 516-227-8972
seniors@hhsnassaucountyny.us

2/1/21

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

We are pleased to inform you that your agency has been awarded the sum of \$5,450.00 under the Family First Coronavirus Response Act. These funds must be spent by September 30, 2021 and be in accordance with Attachment A of the contract. Any purchases outside of the scope of Attachment A will not be reimbursed unless they were approved by Office for the Aging prior to the purchase.

Program	Award Amount
Family First Coronavirus Response Act	\$5,450

This award is being made with the understanding that if there are reductions in federal, state or county funding, the contract amount is subject to change.

AN OFFICIAL GRANT AWARD CAN BE MADE ONLY AFTER FINAL REVIEW AND APPROVAL OF THE COMPLETED CONTRACT AND BUDGET FORMS BY THE OFFICE, THE COUNTY EXECUTIVE, AND THE COUNTY LEGISLATURE. THEREFORE, NO PUBLIC ANNOUNCEMENT MAY BE MADE UNTIL THE CONTACT HAS BEEN FULLY EXECUTED.

Thank you for your continued efforts to serve the senior citizens of Nassau County.

Sincerely,

Rita Anderson
Nassau County Depart. of Human Services/OFA
60 Charles Lindbergh Blvd. NE2
Fiscal Unit, Suite 200
Uniondale, NY 11553-3687
Desk: 516-227-7141
Email Rita.Anderson@hhsnassaucountyny.us

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, (the "Department") Office for the Aging, having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553 (the "Office"), and (ii) City of Glen Cove, a municipal corporation, having its principal office City Hall, 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to retain the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2021 and terminate on September 31, 2021, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of services/programs, as set forth in Attachment "A" to this Agreement which is attached hereto and made part of this Agreement.

3. Payment.

Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed the sum of Five Thousand Four Hundred Fifty and 00/100 dollars (\$5,450.00), (the "Maximum Amount") payable as follows:

(i) one quarter (1/4) of the amount above shall be paid in advance upon the final execution of this Agreement; and

(ii) subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Maximum Amount is to be encumbered as follows:

i. initial encumbrance shall be Five Thousand Four Hundred Fifty and 00/100 dollars (\$5,450.00.).

b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Office and/or the County Comptroller or his/her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Office and/or the County Comptroller.

c. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.

d. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed, under other agreements between the Contractor and any funding source, including the County.

e. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

f. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contract shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

g. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. Notwithstanding the foregoing and in accordance with State rules and regulations, the Contractor:

i. may make adjustments of not more than ten percent (10%) to any line item in the Budget provided that the Maximum Amount is not increased as a result of any change or combination thereof;

ii. may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), provided that the Maximum Amount is not increased as a result of any change or combination thereof.

h. Short Agreement Year. The Maximum Amount and, if applicable, the Budgets, are based upon a full three hundred sixty-five (365) day calendar year. The Maximum Amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

i. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contract of the Contractor (a "Contractor Agent") be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee of Person with the authority to commit the County any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of the County.

6. Compliance with Law.

a. Generally. The Contractor shall comply with any and all applicable Federal, State and Local Laws including but not limited to those relating to conflicts of interest, discrimination, human's rights, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable order, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

b. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration

of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the request prior to disclosure of the Information, so that the Contractor may take such action as it deems appropriate.

c. Certification regarding Lobbying Contractor shall also be in compliance with the provisions of Attachment "B", which is attached here to and made part of this Agreement.

d. Protection of Client Information. The Contractor shall, and shall cause Contractor's Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.

The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connections with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of this subsection "Protection of Client Information" shall survive the termination of this Agreement.

e. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

f. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-

2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

g. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether or required by Law:

a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to engender or harm any Person or property.

b. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contract Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment "B" incorporated herein by reference and attached hereto.

c. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Office and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.

d. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of older individuals in the area served by the Contractor.

e. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.

f. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Department

g. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.

8. Indemnification; Defense; Cooperation.

a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the Contractor or Contractor Agent(s), regardless of whether due to negligence, fault or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting, the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

b. The Contractor shall, upon the County’s demand and at the County’s direction, promptly and diligently defend, at the Contractor’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further, to the Contractor’s indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

c. The Contractor shall, and shall cause Contractor Agent(s) to, cooperate with the County and the Office in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agency in connection with this Agreement.

d. The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operation under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for each accident or occurrence, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) such additional insurance as the County may from time to time specify.

b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Office of the same and deliver to the Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his/her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and

void. The failure of a part to assert any of its rights under this Agreement, including the right to demand strict performance shall not constitute a waiver of such rights.

11. Termination.

a. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the Services to be provided under this Agreement; and (iv) the failure to electronically report in accordance with Section 7(f).

b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner or other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

c. Contractor Assistance upon Termination. In connection with the termination of impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records.

a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the Federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such

Records shall at all times be available for audit, inspection and copying by the Comptroller, the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. Failure to provide access within ten (10) days of a request for access shall be deemed a material breach of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

b. Within forty-five (45) days of the termination of this Agreement, Contractor shall file with the Office and the Comptroller of the County, reports as follows: (i) A complete and verified reconciliation report to include all monies received and monies expended during the term of this Agreement, must be submitted with the final claim voucher. Any unexpended funds remaining shall be repaid to the County simultaneously with the filing of the final reconciliation report; and (ii) A final project report to the Office, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will describe how the program has operated and succeeded in providing the Services described in this Agreement.

c. All organizations may be required to provide annual agency budgets. All organizations must submit an annual audit of financial statements. Those organizations expending five hundred thousand dollars (\$500,000) or more of Federal funding (from all sources) within the Contractor's fiscal year must also obtain an annual Single Audit in compliance with Federal A-33 regulations. It is further stipulated that audits shall be made on an annual basis and that two copies of the audit must be provided to the Office within nine (9) months of the end of the Contractor's fiscal year.

13. Inventory.

a. Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County, and the Equipment shall not be disposed of without prior written approval of the County.

b. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Office, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

c. Within thirty (30) days of the termination of this Agreement, the Contractor shall file final Inventory with the Office and the Comptroller. The Contractor shall dispose of the Equipment in accordance with the County's instructions. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

d. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (a) final payment under or termination of this Agreement, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance with this Agreement, irrespective of whether the Contractor is using Contractor Agent(s) to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent(s) has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a national recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to the courier service, as applicable, and (d) (i) if to the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above

for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy.

a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provisions shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

b. In the event any Agreement provision shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

d. Each part has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

b. Availability of Funds. The County 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, and, if any portion of the funds for this Agreement are from the New York State and/or Federal governments, then beyond funds available to the County from the New York State and/or Federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.

22. Prohibited Hiring's. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.

23. Credit for funding. The Contractor shall give credit to the Nassau County Department of Human Services, Office for the Aging and the New York State Office for the Aging (and the U. S. Administration on Aging for federally funded programs) as the funding agencies for this program in all new written materials, press releases, brochures, feature stories, annual reports, vehicles used to transport senior citizens, etc., using the words: "This program is made possible with funding from the Nassau County Department of Human Services, Office for the Aging through the New York State Office for the Aging," (and the U. S. Administration on Aging, if appropriate).

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

City of Glen Cove

By:_____

Name:_____

Title:_____

Date:_____

NASSAU COUNTY

By:_____

Name:_____

Title: County Executive

☐ Title: Chief Deputy County Executive.

☐ Title: Deputy County Executive.

Date:_____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:
)

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:
)

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Attachment “A”

CONTRACTIG AGENCY	City of Glen Cove
AUTHORIZED AGENCY PERSON:	Honorable Timothy Tenke, Mayor
ADDRESS:	9 Glen Street, Glen Cove, NY 11542
TERM OF CONTRACT:	January 1, 2021 – September 30, 2021
CONTRACT AMOUNT:	<u>\$5,450</u>

Functions of the Contractor:

1) Services shall be rendered in conformance with US Administration on Aging and New York State Office for the Aging and Family First Coronavirus Relief Act requirements.

NOTE: Services shall be monitored and evaluated for conformance to this contract, attachments, application for funding and all applicable Federal, State and County requirements. Non-conformance can result in sanctions and/or termination of this contract.

2) Completion of timely budget modifications and vouchers as required by the Nassau County Department of Human Services, Office for the Aging Fiscal team and Nassau County Comptroller's guidelines.

3) As described in the Office, Program Instruction issued June 27, 1994 "*Contribution Policy*":

- a. There shall be no charges for services provided through funding by the Office
- b. Participants must be informed of the opportunity to contribute to the cost of services and cannot be denied service because of an inability or unwillingness to contribute

4) As described by the Family First Coronavirus Relief Act, the following items may be purchased to assist in continued programming and safety for participants and staff.

Smart TVs	\$800
Air purifiers	\$800
First Aid Kits	\$100
Art Supplies	\$3,750

5) Should your agency wish to purchase items using these funds that are not listed as above in item number four (4), written consent must be obtained from the Office prior to purchase.

Attachment "B"

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Glen Cove
Organization

New York State

Authorized Signature

Title

Date

Appendix E

Statutes, Regulations and Policies

The Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- The Older Americans Act (OAA) of 1965, as amended (*42 U.S.C. 3001 et. seq.*)
- 2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)
- 2 CFR Part 376 (*Nonprocurement Debarment and Suspension*)
- 2CFR Part 382 (*Requirements for Drug-free Workplace (Financial Assistance)*)
- 20 CFR Part 641 (*Provisions Governing the Senior Community Service Employment Program*)
- 29 CFR Part 38 (*Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act*)
- 45 CFR Part 75 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*)
- 45 CFR Part 80 (*Nondiscrimination under Programs Receiving Federal Assistance Through the Department of Health of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964*)
- 45 CFR Part 84 (*Nondiscrimination on the basis of Handicap*)
- 45 CFR Part 93 (*New Restrictions on Lobbying, see 91-PI-5 [1/24/91]*)
- 45 CFR Part 1321, Subparts A-D (*Grants to State and Community Programs on Aging*)
- Age Discrimination in Employment Act of 1975, as amended (*29 U.S.C. 621, et seq.*)
- Americans with Disabilities Act of 1990 (*42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92]*)
- Civil Rights Act of 1964, Title VI, as amended (*42 U.S.C. 2000-d et. seq.*)
- Equal Employment Opportunity Act of 1972 (*42 U.S.C. 2000e, et seq.*)
- Equal Pay Act of 1963, as amended (*29 U.S.C. 206*)
- Hatch Act (*5 U.S.C. 1501, et seq.*)
- Home Energy Assistance Act of 1981, as amended (*42 U.S.C. 8601, et seq.*)
- Rehabilitation Act of 1973, Sec. 504 (*29 U.S.C. 794, Nondiscrimination*)
- Single Audit Act Amendments of 1996 (*31 U.S.C. 7501, et seq.*)
- Uniform Relocation and Assistance and Real Property Acquisitions Act of 1970 (*42 U.S.C. 4601 et seq.*)

Office of Management and Budget (OMB):

- OMB Circular A-95 (*Clearinghouse Review*)
- OMB Circular A-102 (*Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments*)

- OMB Circular A-133 (*Audits of State and Local Government and Non-Profit Organizations*) Federal Executive Order 11246, as Amended by Executive Order 11375 (*Affirmative Action*); as Amended by Executive Order 12086 (*Consolidation of Compliance Functions*); and as Amended by Executive Order 13279 (*Equal 3 Protection for Faith-Based and Community Organizations.*)
- Executive Order 13166 (*Improving Access to Services for Persons with Limited English Proficiency*)
- HHS Grants Policy Statement

State Statutes, Regulations, and Policies:

- New York State Elder Law
- New York State Office for the Aging Rules and Regulations (*9 NYCRR Parts 6651, 6652, 6653, 6654, 6655 and 6656*)
- Executive Law, Article 15 (*State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors*)
- Executive Law, Article 7-A (*Registration and reporting provisions required of Charitable Organizations*)

All NYSOFA Program Instructions (<http://www.aaarin.ofa.state.ny.us/Issuances/Issuances.cfm?>)

- a. Targeting. The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those not served and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.
- b. Language Access. The Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
- c. Conformance with AAA Area Plan. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

- d. Equal Access. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all Federal, State and Local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii)

determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules (“CPLR”).

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Office Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and

improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring the Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the Federal government is not required.

Resolution 6-K



108526

City of Glen Cove

Accounts Payable Voucher #:

Prepared by: Karen Garajcek

Date: 01/15/2021

CLAIMANT/VENDOR

Vendor Name: Websmart Chevrolet LLC

Vendor # 10676

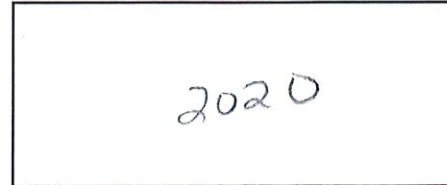
Date of Claim: 12/10/2020

Special Instructions:

Amount: \$23,483.40

Please initial each item or mark not applicable:

☐ Quotes or Bids Completed
☐ Contract has been signed if needed
☒ Invoice and supporting documentation attached



Department Head Signature: [Signature] Confirming above

Date 1-25-21

Ordered Paid by the Council of the City of Glen Cove

DISTRIBUTION

City Purchase Order #	Fund Number	Invoice #	Description	Amount
200515- 000	H3630-52250-2019	SEE	2021 Chevrolet Equinox	\$ 23,483.40
		ATTACHED	for Code Enforcement	
		12/10/20		

Total: \$ 23,483.40

Approved For Payment

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.

RB
Claims Auditor Signature: Confirming review

Date 1/28/21

City Controller Signature

Date

12/10/2020

Websmart Chevrolet LLC

10676

RECEIVED

2021 JAN 26 PM 2:52

CITY OF GLEN COVE
FINANCE DEPARTMENT



5049 W Ridge Rd Spencerport, NY 14559

1352-3434

(585) 352-3434 • NYS Facility No. 7124431

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER

BUYER		CITY OF GLEN COVE		EMAIL		N/A	
STREET		9 GLEN STREET		HOME PHONE		N/A	
CITY		GLEN COVE		STATE		NY	
				ZIP		11542	
VEHICLE CASH PURCHASE AGREEMENT							
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE: (READ OTHER SIDE)							
THE VEHICLE							
YEAR		2021		MAKE		CHEVROLET	
TYPE		COLOR		TRIM		MILEAGE	
NEW		USED		DEMONSTRATOR		MODEL	
VIN		12/10/20		TW210214		SALES PERSON	
PRIORITY		DATE		STOCK NUMBER		NICK LOWRY	
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle). The principal prior use of this vehicle was as: a police vehicle _____, a taxicab _____, a driver education vehicle _____, or a rental vehicle _____.							
THE PRICE							
I hereby state that there are no liens or encumbrances on the vehicle that I am trading other than those stated below. I also certify that the title to my vehicle does not contain, nor require, any title "brand". Please see item 11 on the reverse side of this agreement for more details relative to "branded" titles. DATE 12/10/20 BUYER'S SIGNATURE _____				VEHICLE PRICE \$ 23,471.47 PRICING SHOWN INCLUDES PROVISION FOR A SERVICE LOANER VEHICLE * INCLUDED N/A TOTAL \$ 23,471.47 LESS TRADE-IN CREDIT (-) (BUYER SEE 1 AND 6(b) ON BACK) N/A CASH PRICE \$ 23,471.47 GAP/INSURANCE TOTAL N/A EXTENDED SERVICE CONTRACT N/A TAXES AND OTHER FEES SALES TAX % N/A OTHER FEES 1.93 DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE. THIS IS NOT A DMV FEE.** N/A REGISTRATION FEE (Estimate) *** N/A INSPECTION FEE 10.00 NYS TIRE MANAGEMENT & RECYCLING FEE N/A TOTAL CASH PRICE DELIVERED \$ 23,483.40 PLUS BALANCE OWING ON TRADE-IN N/A LESS CASH DEPOSIT SUBMITTED WITH ORDER N/A DRIVE CLEAN REBATE N/A CASH DUE ON DELIVERY \$ 23,483.40 TOTAL AMOUNT TO BE FINANCED N/A I HAVE READ THE TERMS ON THIS AGREEMENT AND ACCEPT THEM AS STATED: BUYER'S SIGNATURE [Signature] DATE 12/10/20 CO-BUYER'S SIGNATURE _____ DATE 12/10/20 APPROVED BY SELLER [Signature] DATE 12/10/20 PLEASE SEE OTHER SIDE FOR ADDITIONAL TERMS			
SPECIAL NOTICE TO CONSUMER If, under the law of the state of New York controlling the sale of Used Motor Vehicles, you should be entitled to a refund in connection with this transaction, the value of any vehicle you may have traded-in (if the seller chooses not to return it to you) shall not be the value listed on this document. Instead, the value will be determined based on the National Auto Dealers Association Used Car Guide wholesale value or other guide approved by the Commissioner of Motor Vehicles, and adjusted for mileage, improvements and any major physical or mechanical defects. If this motor vehicle is classified as a used motor vehicle, the Seller certifies that the entire vehicle is in condition and repair to render, under normal use, satisfactory and adequate service upon the public highway at the time of delivery. * In consideration for your purchase of the vehicle identified in this Purchase Agreement, the Websmart Chevrolet dealership indicated above hereby agrees that if all loaner vehicle terms are met, it shall provide you a loaner vehicle for your use during any time period for which you have engaged the Websmart Chevrolet dealership for repairs to this specific vehicle that require you to leave said vehicle with the Websmart Chevrolet service department. FEE DISCLOSURES ** The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee are not New York State or Department of Motor Vehicle fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office. ***The amount indicated on this sales contract or lease agreement for registration and title fees is an estimate. In some instances, it may exceed the actual fees due the Commissioner of Motor Vehicles. The dealer will, automatically, and within 60 days of securing such registration and title, refund any amount overpaid for such fees. If the estimated fee collected is less than the actual amount owed, the Buyer is responsible for the difference and will be invoiced accordingly. Date 12/10/20 Purchaser's Initials X.S.G. Date _____							

ADDITIONAL TERMS OF AGREEMENT

"I", "me", and "my" refer to the Buyer and Co-Buyer. "You" and "your" refer to the Seller.

I agree this order is subject to the following terms:

1. Trade-in Credit May Change. If I do not deliver the trade-in vehicle to you when this Agreement is signed, I agree, that at the time the trade-in vehicle is delivered to you should the value of my trade-in be materially diminished as a result of physical damage, alteration or deterioration in mechanical condition other than normal wear and tear, YOU HAVE THE RIGHT TO REAPPRAISE THE VEHICLE. AS A RESULT OF SUCH REAPPRAISAL, I UNDERSTAND THAT THE TRADE-IN ALLOWANCE ON MY VEHICLE MAY BE REDUCED AND THAT THIS WILL IN TURN INCREASE THE NET PRICE WHICH I WILL HAVE TO PAY FOR THE VEHICLE IF I DECIDE TO PURCHASE THE VEHICLE. If the trade-in credit is reduced and I am not satisfied, I understand that I can cancel this agreement IF the purchased vehicle has not been registered in my name or delivered to me or you have not accepted delivery of the trade-in vehicle.

2. Trade-in; Buyer's Obligations. At the time I deliver the trade-in vehicle to you, I promise to sign a Bill of Sale and a mileage certification statement and give you satisfactory proof that I own the vehicle. I warrant (guarantee) (a) that there are no liens on the trade-in vehicle and that I owe no one any money for the vehicle or repairs to the vehicle, except as may be shown on the face of this agreement; (b) that the trade-in vehicle does not have a welded or bent frame and that the motor block is not cracked, welded or repaired; and (c) that the vehicle has not been flood damaged or declared a total loss for insurance purposes; and (d) that emission control devices have not been altered and/or removed, and nothing has been removed from the trade, including all seat belts, that was originally seen. The engine and/or transmission has not been tampered with to pass your inspection.

3. Buyer's Refusal to Purchase. Unless this agreement is non-binding because you are arranging credit for me, I understand that the cash deposit I have given to you can be retained, in accordance with your refund policy, to offset your damages if I refuse to complete my purchase. I also understand that I may be responsible for any other damages which you may incur as a result of my failure to perform my obligations under the terms of this agreement.

4. Delays in Delivery. I understand that you shall not be liable for delays caused by the manufacturer, accidents, sureties, fires or other causes beyond your control. Provided you promptly place my order with the manufacturer and the manufacturer refuses to accept the order or fails to deliver the vehicle after accepting the order, upon your prompt notification and refund of my deposit, I will not hold you liable and this agreement shall be cancelled.

5. Disclaimer of Warranties. UNLESS THE SELLER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF, OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS ORDER, THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ON THE VEHICLE, AND THERE WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPTIONS: 1) THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE AND 2) THIS PROVISION DOES NOT LIMIT ANY IMPLIED OR OTHER WARRANTIES IMPOSED AS A MATTER OF LAW, (e.g. NEW YORK LEMON LAWS) AND WHICH ARE DESCRIBED TO ME IN THIS AGREEMENT OR A SEPARATE WRITING GIVEN IN CONNECTION WITH MY PURCHASE OF THE VEHICLE. IN ADDITION, I UNDERSTAND THAT EXCEPT AS REQUIRED BY LAW, YOU ARE NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE SALE OF THIS VEHICLE.

6. Price Changes.

(a) THE TOTAL CASH PRICE DELIVERED LESS THE TRADE-IN ALLOWANCE SHOWN ON THE FRONT OF THIS AGREEMENT IS THE FINAL CONTRACT PRICE TO WHICH YOU AND I HAVE AGREED, AND, IF THE VEHICLE IS A NEW MOTOR VEHICLE, NO ADDITIONAL FEE OR CHARGE WILL BE IMPOSED OR COLLECTED DUE TO CHANGES IN THE MANUFACTURER'S LIST PRICE, OR CHANGES IN THE COST OF FREIGHT OR SERVICES PROVIDED BY YOU.

(b) A REDUCTION IN THE VALUE OF THE TRADE-IN MAY RESULT IN AN INCREASE IN THE CASH PRICE DELIVERED I WILL HAVE TO PAY AS PROVIDED IN PARAGRAPH 1 OF THIS AGREEMENT.

(c) IF THE BALANCE I OWE ON MY TRADE-IN AT THE TIME OF DELIVERY OF THE TRADE-IN TO YOU IS DIFFERENT THAT THE AMOUNT I HAVE TOLD YOU AND WHICH AMOUNT IS SHOWN ON THE FRONT OF THIS AGREEMENT, THEN THE CASH PRICE DELIVERED OF THE VEHICLE I AM PURCHASING SHALL CHANGE ACCORDINGLY.

(d) IF THE REGISTRATION FEE VARIES FROM THE AMOUNT YOU HAVE ESTIMATED ON THE FRONT OF THIS AGREEMENT, THEN THE CASH PRICE DELIVERED SHALL CHANGE ACCORDINGLY.

(e) I AGREE THAT I WILL PAY THE FINAL CASH PRICE DELIVERED AS SHOWN ON THE FRONT OF THIS AGREEMENT. IF THERE HAVE BEEN ANY CHANGES IN THE TOTAL CASH PRICE DELIVERED FOR REASONS STATED IN THIS PARAGRAPH 6 THEN I WILL PAY THE CASH PRICE DELIVERED AS CHANGED BY ANY SUCH ADJUSTMENT. MY PAYMENT WILL BE EITHER IN CASH, BANK, OR CERTIFIED CHECK AT THE TIME OF DELIVERY OF THE VEHICLE I HAVE PURCHASED.

7. Change of Design. I understand that the manufacturer has the right to change the design of the vehicle, its chassis, accessories or any parts at any time without notice to YOU or ME. In the event of such a change by the manufacturer, YOU shall have no duty to ME except to deliver the vehicle as made by the manufacturer.

8. No Other Agreements. There are no understandings or agreements between you and me other than those set forth in this Agreement and attachments to this Agreement if there are any such attachments. IF THIS AGREEMENT IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

9. New York Law Applies. You and I agree that this Agreement is governed by New York State Law.

10. The New York State Waste Tire Management Fee is included in the sale of a vehicle that has had Brand New Tires put on it (used vehicle) or is a New Vehicle and the Tires are the first retail sale of the vehicle. The Waste Tire Management Fee applies to the spare tire also, including donuts. I understand that you are required to charge a separate and distinct waste tire management and recycling fee of \$2.50 for each new tire I am purchasing as part of the vehicle described on this agreement.

11. BRANDED VEHICLE: A "branded vehicle" is one that states on the CERTIFICATE OF TITLE one of the following "brands": RECONSTRUCTED, SALVAGE REBUILT, NON-USA STD., EXCEEDS MECHANICAL LIMITS, NOT ACTUAL MILEAGE, or MANUFACTURER/DEALER WARRANTY NON-CONFORMITY. Such branded titles affect the trade-in price and/or the acceptability of the vehicle as a trade-in. I hereby confirm that the information on the face of this agreement regarding my trade-in vehicle is accurate.



CITY OF GLEN COVE

Bill To
CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542

Purchase Order

Fiscal Year 2020

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order #

200515 - 000

Tax Exempt #11-6000350

Vendor

10676
WEBSMART CHEVROLET LLC
5049 WEST RIDGE ROAD
SPENCERPORT, NY 14559

Ship To

1220
CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542

DELIVERY REFERENCE

CODE ENFORCEMENT

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
10/02/2020	10676				CODE ENFORCEMENT	
ITEM #	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	2021 CHEVROLET EQUINOX AWD 4DR LT AS PER MINI-BID#5528 AS PER NYS VEHICLE MARKETPLACE MINI-BID#5555 REFERENCE #0001819		1.0	EACH	\$23,483.40	\$23,483.40

IMPORTANT: Claims Voucher Forms must be presented for payment within 90 days of delivery.
Claim Vouchers presented thereafter cannot be honored for payment.

Yelma Outler
Purchasing Agent

Purchase Order Total

\$23,483.40

Vendor Copy

Resolution 6-L





CITY OF GLEN COVE

**City Hall
9 Glen Street
Glen Cove, New York 11542**

BUILDING DEPARTMENT

February 3, 2021

PROPOSED FEES AMENDMENTS

All fees based on comparison with three nearby municipalities. (Oyster Bay, Huntington, North Hempstead)

A. Proposed New Building Department fees: (Currently these permits are issued with no fees imposed)

Temporary Signs	<u>\$50</u>
PODs (Storage units)	<u>\$25</u>
Fences	<u>\$50</u>

B. Proposed Planning and Zoning Board Fee Increases:

Nonresidential Uses:

	Free	<u>Proposed</u>
First five spaces		
6-20 spaces	\$750.00 per space -	<u>\$900</u>
Over 20 spaces	\$3,000.00 each -	<u>\$4,000</u>
Residential or Residential Mixed-Uses:	\$3,000.00 per space -	<u>\$4,000</u>
Certificate of occupancy	\$200.00 -	<u>\$500</u>

Residential projects:

New Site Plan	\$750.00 -	<u>\$1,000</u>
Modifications to buildings or amendments to site plans	\$250.00 -	<u>\$1,250, 1-5 Acres</u> <u>\$3,000, 5 + Acres \$5,000</u>
For each ten (10) dwelling units or fraction thereof	\$250.00	<u>\$500</u>

Non-Residential or Mixed Use projects:

New Site Plan	\$750.00 -	<u>\$1,000</u>
Modifications to buildings or amendments to site plans	\$500.00 -	<u>\$750</u>
For each ten thousand (10,000) square feet of floor space	\$500.00 -	<u>\$750</u>

Special use permits	\$500.00 -	<u>\$750</u>
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Subdivisions

Minor subdivision and preliminary	\$500.00 -	<u>\$750</u>
Major subdivision	\$1,500.00 -	<u>\$2,000</u>
Final plat - Major Subdivision - per dwelling unit	\$100.00 -	<u>\$125</u>
Individual Site Plan per lot (where required)	\$100.00 -	<u>\$125</u>

Zoning Amendment

Petition for Amendment	\$750.00 -	<u>\$1,000</u>
------------------------	------------	-----------------------

Deposit for Planning Consultant Review:

For projects up to 3,000 square feet or up to 10 dwelling units	\$500.00 -	<u>\$2,000</u>
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For projects over 3,000 square feet or more than 10 dwelling units	\$1,000.00 - <u>\$3,000</u>
For Minor Subdivision	\$500.00 - <u>\$750</u>
Major Subdivision	\$1,000.00 - <u>\$1,500</u>
For Zoning Amendment	\$750.00 - <u>\$1,000</u>
For Miscellaneous	\$500.00 - <u>\$750</u>
Deposit for Engineering Consultant Review (Escrow to reimburse City)	\$1,000.00 - <u>\$2,000</u>
Residential Area Variance	\$200.00 - <u>\$400</u>
Commercial Area Variance	\$300.00 - <u>\$500</u>
Use Variance/Special Applications	\$500.00 - <u>\$750</u>

Miscellaneous Fees:

Code of the City of Glen Cove

Subdivision pamphlet	\$15.00 -FREE PDF
Zoning Ordinance pamphlet	\$35.00 -FREE PDF
Zoning map	\$20.00 -FREE PDF

David Jimenez

Director – The City of Glen Cove Building Department



CITY OF GLEN COVE

Building Department

PORTABLE STORAGE PERMIT APPLICATION

APPLICATION FOR PORTABLE ON DEMAND (POD) STORAGE UNIT

Office Use Only

PERMIT NO. _____ Date: _____

FEE: \$25.00

1. Property Information – POD Recipient:

Owners Name: _____ Phone: _____ e-mail: _____

Address where POD will be located: _____

Delivery Date of POD: _____ Removal Date: _____

POD on-site placement shall comply with the Setback and Location regulations for Accessory Uses, Buildings, and Structures. PODs must be kept in the driveway of the property at the furthest accessible point from the street so as to minimize visibility from both public right-of-way and adjacent properties. All locations must be impervious off-street surfaces; the required parking space(s) shall at all times be maintained if the POD is placed in parking areas. The applicant must obtain preapproval from the Building Department if,

- 1) the property does not have a driveway or other impervious surface;
- 2) the driveway is along the front elevation of the primary structure;
- 3) the property is a corner lot and/or
- 4) there will be a reduction below the minimum requirement in available parking.

2. Submission Requirements for Portable Storage Unit:

Size of Unit (FT): (Wide) _____ (Long) _____ (Height) _____

Structure Distance from Property Line (FT): (Front) _____ (Rear) _____ (Left) _____ (Right) _____

Survey with location of POD clearly identified; parking spaces affected; setbacks indicated; sidewalks etc.

Describe Use of Portable Storage Unit:

☐

Personal Storage

☐

Construction Activity (Building Permit Required)

☐

Emergency (only during Government Emergency Declaration)

☐

Other _____

I hereby certify that I have read and examined this application and that all statements, drawings, and specifications are true and correct. Furthermore, I certify that the proposed portable storage unit will comply with all of the setbacks and further requirements of the City of Glen Cove Ordinance, except as specifically noted herein, and will not encroach onto the land of adjoining neighbors or into any public right-of-way. If the unit is located across any easement, I understand and agree that it is my responsibility as owner of the property to obtain approvals as necessary from the City and adjacent property owners.

RELEASE / HOLD HARMLESS AGREEMENT

A permit issued pursuant to this application signifies only that the proposed project complies with the City ordinances and regulations, and the applicant is advised that the City has not performed a risk assessment with respect to the project. In consideration of the issuance of the permit, the applicant, on behalf of him/herself and heirs and assigns, shall release, indemnify, and defend and hold the City of Glen Cove harmless from any and all damages and/or claims for damages, including reasonable attorneys fees, arising from or in any way related to the issuing of a permit pursuant to this application.

The applicant further understands that the applicant's contractor (OR Owner) must procure and maintain for the duration of the project, insurance against claims or injuries to persons or damages to property which may arise from or in connection with the project authorized by the permit. The City of Glen Cove is not responsible to verify whether contractors not included on this permit application are licensed, insured and bonded.

I HEREBY CERTIFY that this application, as well as the site plan and survey, is a true representation of all facts concerning the proposed portable storage unit installation activity. This application is made with my approval as Owner or Authorized Agent for the Owner, as evidenced by my signature below. FOR THE DURATION OF THE PERMIT, IF ISSUED, I ASSUME LEGAL RESPONSIBILITY FOR ANY AND ALL VIOLATIONS OF THE CITY OF GLEN COVE CODES AND ORDINANCES AS WELL AS PERMIT CONDITIONS ON THE PROPERTY DESCRIBED ABOVE.

I have read and complied with the submission requirements and affirm that all statements contained herein are true and accurate.

SIGNATURE – Owner / Applicant

Date _____

PRINT NAME

PLEASE READ AND INITIAL ALL LINES PRIOR TO SUBMITTING APPLICATION

A. I understand that the POD must meet the following general requirements:

- _____ Permits must be displayed on the outside of the container in such manner as to be plainly visible from the street.
- _____ If necessary, a written request for a time extension, beyond the initial 90-day authorized period, may be filed with the Building Department. Requests for extension must be filed before the expiration of the initial permit. Extensions of an additional 60 days will only be granted.
- _____ No more than one (1) POD on a lot or contiguous lots under the same ownership at any given time.
- _____ A POD in use on a lot shall be in good condition, free from weathering, discoloration, graffiti, rust, peeling paint, tearing or other holes or breaks, and other visible forms of deterioration, at all times.
- _____ The dimension of a POD shall not exceed eight (8) feet high, sixteen (16) feet in length, and (8) feet wide
- _____ On-site placement of the POD must comply with the Setback and Location regulations for Accessory Uses, Buildings, and Structures listed in Ordinance for District located in
- _____ No POD can be situated at any time so as to delay and interfere with motorist and/or pedestrian traffic in the right-of-way. No POD can obstruct or diminish sight triangle (i.e. visibility from parking areas and access drives). The POD cannot block or obstruct any required exits, parking spaces, and/or any driveways used for access to multiple family dwelling units or emergency access.
- _____ During remodeling, renovation or other construction, the POD may be used to store on-site tools and materials to be used, provided an active building permit has been issued for the property. The POD must be removed upon completion or cessation of construction, or by the permit deadline, whichever is earliest.
- _____ Solid waste, recyclable materials, business inventory, refuse, and/or construction or demolition debris cannot be stored in, against, on or under any POD. Containment and/or storage of combustible, flammable, or other hazardous materials within a POD is strictly prohibited.
- _____ No POD can be used to store commercial goods (i.e. used for retail sales), goods for property other than that of the residential property where the POD is located.
- _____ The POD cannot be stacked vertically or upon any other structure
- _____ The POD cannot be used for vegetative, human, and/or animal shelter or habitation.
- _____ The POD cannot be used for the storage or repair of motorized vehicles of any type.
- _____ In the event of an expected storm surge or flood event issued by the National Weather Service the applicant or supplier of the POD must make every reasonable attempt to remove, or cause to be removed, the POD after a warning or watch has been issued.
- _____ Any POD structure which is not used in accordance with the Ordinance, and/or not removed at the end of the time for which it may lawfully remain in place, may be removed by the city immediately, without notice. The supplier and the applicant shall be jointly and severable be liable for all costs incurred by the City for the removal of the POD under these circumstances. Any person, firm, or corporation violating any provisions of this section shall be subject to the permit fee, a monetary penalty per violation, where each day is considered a separate violation, and additional penalties as listed in the Ordinance.

B. We strongly recommend that the applicant review any and all Homeowners Association covenants and/or deed restrictions governing land use in their particular subdivision. While the City of Glen Cove does not enforce civil matters, we urge each applicant to fully investigate all aspects of the use of their residence for a Portable On-Demand storage container. In case of the applicant being a renter, the application is to be signed by both the applicant and the owner of the property.

PORTABLE STORAGE UNIT AFFIDAVIT

The time period you may keep a portable storage unit at one time is as follows:

- **Residential:** Maximum 90 consecutive days from approval date of permit
- **Commercial:** Maximum 90 consecutive days from approval date of permit
- Not more than (1) one portable storage unit per lot is permitted at any time period
- Portable storage units shall not be larger than eight (8) feet wide, sixteen (16) feet long, and eight (8) feet high
- Portable storage units are NOT permitted to be placed on any public road.

SIGNATURE – Owner / Applicant

Date

PRINT NAME



CITY OF GLEN COVE
Building Department

TEMPORARY SIGN PERMIT APPLICATION

Permit period not to exceed 15 Days

REQUIREMENTS

1. Letter / Permission from Owner of the Premises
2. Color Building Elevation sketch (Picture) showing sign in proposed context.
3. Size + Dimensions of Letters, Logos, Sign
4. Colors proposed for all components of the sign
5. Sign Material called out on drawing; Construction method (means of attachment)
6. Survey showing location of ground sign
7. Fee - \$50.00 Payable to 'City of Glen Cove'
8. UL Certificate - Only if Sign is Electrical or has Electrical Components
9. Signs must comply with Chapter 228 of the Code of City of Glen Cove.
10. Temporary signs not permitted on municipal, state, city, or county property, on roof, tree, pump, hydrant, on telephone, electric, or lighting poles, on motor vehicle, trailer, or any vehicle.

SIGN LOCATION INFORMATION

Company / Business: _____ Contact Person: _____

Address: _____ Phone: _____

Email _____

APPLICANT INFORMATION

Company / Business: _____ Contact Person: _____

Address: _____ Phone: _____

Email _____

SIGN INFORMATION

Location of Sign: ☐ GROUND ☐ WALL ☐ WINDOW ☐ POST

Wording on Sign: _____

OFFICE USE ONLY

BUILDING DEPARTMENT APPROVED _____ DATE _____

COMMUNITY DEVELOPMENT AGENCY APPROVED _____ DATE _____

PERMIT NO. _____

Date _____



CITY OF GLEN COVE

Building Department

FENCE PERMIT APPLICATION

OFFICE USE ONLY

PERMIT NO. _____ FEE: \$50.00

Date: _____

All information must be complete to initiate the processing of the application

1) Property Information:

Street Address: _____

Section _____ Block _____ Lot _____ Zone _____

2) Property Owner / Applicant / Authorized Agent:

Name: _____

Street Address: _____

Telephone Numbers: Home: _____ Mobile: _____

Email Address: _____

3) Contractor: (If Applicable)

Name: _____

Street Address: _____

Telephone Numbers: Home: _____ Mobile: _____

Email Address: _____

4) Submission Requirements:

- A current survey, indicating the location of the proposed fence in relation to property lines, the edge of the existing street, right-of-way lines, all easements, buildings, parking areas, and driveways. (Use of mortgage survey is permitted)

- An image and specifications of the proposed fence

The City of Glen Cove is not responsible for the location of the fencing on the property lines. It is the homeowner's responsibility to insure that the fence is placed on the subject property.

5) Additional Information:

FENCE MATERIAL: ☐ WOOD ☐ METAL ☐ PLASTIC

- No fence may be constructed over 6 feet in height.
- All Fencing to be installed within the property boundaries.
- No fence may alter or impede the natural flow of water in any stream, creek, drainage swale, ditch, or drainage easement.
- The finished or "good" side of the fence must face the abutting property if not PVC. The exposed framing of each section of fence must face the interior yard or property.
- The fence must not block access from a door or window.

CITY OF GLEN COVE Building Department
FENCE PERMIT APPLICATION

6) Certification and Signature:

I hereby certify that I have read and examined this application and that all statements, drawings, and specifications are true and correct. Furthermore, I certify that the proposed fence will comply with all of the requirements of the City of Glen Cove Ordinance, except as specifically noted herein, and will not encroach onto the land of adjoining neighbors or into any public right-of-way. If the fence is built across any easement, I understand and agree that it is my responsibility as owner of the property to remove and replace the fence at my cost should access to or construction within the easement necessitate the removal or replacement of the fence.

RELEASE / HOLD HARMLESS AGREEMENT

A permit issued pursuant to this application signifies only that the proposed project complies with the City ordinances and regulations, and the applicant is advised that the City has not performed a risk assessment with respect to the project. In consideration of the issuance of the permit, the applicant, on behalf of him/herself and heirs and assigns, shall release, indemnify, and defend and hold the City of Glen Cove harmless from any and all damages and/or claims for damages, including reasonable attorneys fees, arising from or in any way related to the issuing of a permit pursuant to this application.

The applicant further understands that the applicant's contractor must procure and maintain for the duration of the project, insurance against claims or injuries to persons or damages to property which may arise from or in connection with the project authorized by the permit. The City of Glen Cove is not responsible to verify whether contractors not included on this permit application are licensed, insured and bonded.

I HEREBY CERTIFY that this application, as well as the site plan and survey, is a true representation of all facts concerning the proposed fence installation activity. This application is made with my approval as Owner or Authorized Agent for the Owner, as evidenced by my signature below. FOR THE DURATION OF THE PERMIT, IF ISSUED, I ASSUME LEGAL RESPONSIBILITY FOR ANY AND ALL VIOLATIONS OF THE CITY OF GLEN COVE CODES AND ORDINANCES AS WELL AS PERMIT CONDITIONS ON THE PROPERTY DESCRIBED ABOVE.

I have read and complied with the submission requirements and affirm that all statements contained herein are true and accurate.

Applicant Signature

Printed Name

Date

Property Owner/ Agent Signature

Printed Name

Date

PERMIT EXPIRES 6 MONTHS AFTER APPROVAL DATE STAMPED

PLEASE CALL THE BUILDING DEPARTMENT FOR FINAL INSPECTION ONCE COMPLETE

A FINAL SURVEY SHOWING THE LOCATION OF THE NEWLY INSTALLED FENCE(S) MUST BE SUBMITTED TO CLOSE OUT THE FENCE PERMIT.

Resolution 6-M



PROCUREMENT POLICY & PROCEDURES

For the

CITY OF GLEN COVE

Adopted February 8, 2021



Procurement Policy & Procedures

I. PURPOSE

This policy establishes the guidelines whereby the City of Glen Cove will obtain supplies, equipment and services in a timely manner and at the best value to the residents and taxpayers of the City. Further this policy will be carried out in a manner that maintains fairness to competitive vendors and abides by all applicable Federal, State, and local laws, and the rules and regulations governing public purchasing practices. Employees found to have willfully conducted purchases outside the approved authority may be held personally liable for the costs incurred.

This policy shall be re-authorized by the City Council annually, on the 1st Council Meeting of each year.

The Mayor will ensure that the Department Heads distribute the policy to appropriate employees, assure training by purchasing department, and obtain written receipts that both the employee and the Department Head has read and understood this policy therein.

II. AUTHORITY OF THE CITY OF GLEN COVE PURCHASING AGENT

The City Purchasing Agent is a position within the Department of Finance, appointed from an eligible Civil Service list by the Mayor and with consent of the City Council. The City Purchasing Agent shall, in accordance with the Glen Cove Charter Article 11, Section C2-10:

- A. Directly procure or approve purchasing of all supplies, materials, equipment, and contractual services required by any department, office, board or commission of the city, pursuant to such rules and regulations as may be established by the City Council. All purchases made by the Purchasing Agent shall be pursuant to a signed requisition from the head of the department, office, board or commission whose appropriation is to be charged. All purchases shall be made in accordance with the provisions of the New York State General Municipal Law, the City of Glen Cove's Purchasing Policy, and any other state or local legislation.
- B. Establish and enforce, after consultation with the heads of all departments, standard specifications for all supplies, materials and equipment to be purchase by the city.
- C. Prescribe the process of requisitioning for such supplies, materials, and equipment.
- D. Ensure the inspection of deliveries of such supplies, materials and equipment, and cause tests to be made when necessary to determine the quality and conformance with specifications.
- E. Negotiate and submit to City Council for approval all inter-municipal purchasing agreements.
- F. Assure that contracts are subject to City Council approval, providing all relevant detail on Bids/Quotes in a timely and complete fashion.
- G. Solicit by public bid or request for proposal, and recommend for award by the City Council, contracts to vendors that have met the required specifications and will provide the best value to the city.

III. POLICY AND EXCEPTIONS TO THE COMPETITIVE BIDDING REQUIREMENT

The City of Glen Cove Purchasing Agent shall approve ALL purchases and issue contracts for supplies, materials, and equipment for the City and any City official, Department, Board, or Agency for which the City may be liable.

The Purchasing Agent shall have discretionary authority to initiate the formal bidding process, whether or not a state or county bid exists. It is the responsibility of the Purchasing Agent to verify that the City Clerk has received a completed Statement of Vendor Qualifications Form from any successful bidder.

The Purchasing Agent shall prepare the notices to bidders, arrange for publication in the official newspaper of the City as prescribed by NYS 103 GML, and assure that the affidavit of publication is filed with the City Clerk's office.

The Purchasing Agent will conduct periodic reviews of the quantities of goods and services purchased by both commodity and vendor to determine if the volume of activity will likely exceed the limits beyond which formal competitive bidding must be conducted.

Competitive bidding is required in all situations as defined by threshold in this policy and where so designated under the provisions of the New York State General Municipal Law, including the "best value" provision (GML 103).

The Purchasing Agent will recommend awards of materials, equipment, and supplies to the lowest, responsible vendor where required by New York State General Municipal Law.

The City Council, via resolution, will award purchasing contracts to the lowest, responsible bidder where required by New York State General Municipal Law and recommended by the Purchasing Agent for contracted public work projects and contracted services. A purchase order will be initiated for all purchases that cost more than \$999.00.

The Mayor is the only authorized signatory power for contracting the City of Glen Cove.

Resolutions should evidence the following:

1. Department – identifies needs, scope of service, and potential providers; assigns initial proposed SEQRA determination; and forwards request to the Purchasing Department.
2. Purchasing Agent – assures proper procedure has been followed and forwards proposed arrangement to Controller.
3. Controller – assures that funds are available or designated and forwards to the City Attorney.
4. City Attorney – reviews as to form and legality.
5. City Council – approves by resolution and forwards to the Mayor.
6. Mayor – signs the contract and forwards to the City Clerk.
7. City Clerk to forward a signed copy of agreement to Department.

A. Materials, Equipment, Supplies and Services

All materials, equipment, supplies or services (purchases or leases) that are not procured through a Federal (GSA), State or County contract or approved National Cooperatives must be let by a competitive process. The City Council is required to establish guidelines to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost by obtaining quotes and purchase orders in accordance with the thresholds as follows:

<u>Dollar Range</u>	<u>Solicitations Required</u>	<u>Method</u>
Less than \$999	One (1)	Written Quote – No PO req'd.
\$1000 - \$9,999	Two (2)	Written Quote + PO + quote form
\$10,000 - \$19,000	Three (3)	Written Quote + PO + quote form
\$20,000 and above	Competitive Bid	Formal sealed bid + PO

Pursuant to NYS General Municipal Law 104b, it is prohibited to break up purchases to stay under the established thresholds. All requisitions that require 2 or more quotes must include the Quote Form #P2-19 (see Appendix III) documenting quotes obtained.

B. Public Works

The Purchasing Agent shall solicit bids and the department head shall solicit quotes for all Public Works Contracts based upon the following guidelines:

<u>Dollar Range</u>	<u>Solicitations Required</u>	<u>Method</u>
Less than \$10,000	Two (2)	Written Quote + PO + quote form
\$10,000 - \$34,999	Three (3)	Written Quote + PO + quote form
\$35,000 or above	Competitive Bid	Formal sealed bid + PO + quote form

All Public Works quotes submitted must include the Quote Form #P2-19 (see Appendix III) documenting quotes obtained. The City Council, via resolution, will award bids to the lowest responsible bidder(s) for all contracted Public Work projects and all Public Works projects of \$35,000 or above. The Purchasing Agent will provide an explanation of the recommendation for each award and make available to the City Council all written quotes to support the final decision-making processes.

C. Professional Services and the RFP Process

Professional Services are defined as those that require special/technical skills, training and/or expertise. These services include, but are not limited to, architectural/engineering design services, surveyors, accounting services, consultants, and legal services. The nature of these services does not readily lend itself to competitive procurement procedures and, therefore, may follow the RFP process and at the discretion of the Procurement Agent and the Controller.

When the Purchasing Agent determines that services fall outside the realm of competitive bidding, the Request for Proposal process may be used in place of competitive bidding. The

use of RFP demonstrates the City's intent to rely on a competitive process "to assure the prudent and economical use of public moneys in the best interest of the taxpayers" as required by NYS GML 104b.

The Request for Proposal method of procurement provides prospective vendors with information about the City and promotes competition among vendors to provide the City with realistic proposals tailored to its needs. It provides the City with the proposer's qualifications and experience for purposes of evaluation so that price is not the sole criteria for selection.

All RFPs will be posted through BIDNET. The Request for Proposal shall state the importance of price and other evaluation factors. Discussions with responsible offerors and revisions to proposal may be conducted by the Purchasing Agent in conjunction with the Director of the requisitioning Department for the purpose of clarification, understanding, and conformance to, solicitation requirements with respondents who are being considered for possible award.

The Purchasing Agent and the requisitioning Department Director will recommend for award a vendor to the City Council. The City Council will award or deny via resolution.

The Purchasing Agent will be responsible to submit a recommendation for professional services to the City Council. The recommendation must provide the scope of services required and a narrative as to why the proposal is in the best interest to the City of Glen Cove. Professional Services contracts are awarded by City Council resolution.

D. Government Contracts or "Piggybacking"

Any contract to purchase apparatus, materials, equipment and supplies or to contract for services related to the installation, maintenance, or repair of such items, may be made through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. The underlying contract must be let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities. Purchases made in accordance with this section are not subject to competitive bidding requirements, as authorized by General Municipal Law Section 103.

Purchases made through any contracts that allow for political subdivisions to purchase from them, as well as NYS Contracts, are also exempt from competitive bidding, so long as the contract was awarded in a manner consistent with NYS Law.

It is not necessary to obtain formal quotations when purchases are made from Federal (GSA), State, County contracts or the approved list of National Cooperatives (see Appendix II). Under certain conditions, local townships and villages may be exempt from the formal bid process as well, as long as the following provision is stated in their solicitation: The successful bidder agrees that all political subdivisions of New York State and other entities authorized by law to make such purchases may participate in any award under this bid. These entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

The Departments of the City may purchase materials, supplies, or equipment through piggybacking onto the New York State Office of General Services contracts as they apply to government agencies and municipalities. Department Directors must explore the use of Federal, State, County, and other localities' contracts before requesting the initiation of a City bid for the same or similar service or commodity. Department Directors may request the Purchasing Agent to issue a City bid if there is reason to believe that better pricing can be obtained or that such actions are in the best interest of the City of Glen Cove.

E. Preferred Sources

Commodities produced, manufactured or assembled from approved charitable non-profit agencies for the blind, severely disabled, qualified special employment programs for mentally ill persons and qualified veterans workshops are considered to be "Preferred Sources" under New York State Finance Law 162 and are exempt from competitive bidding requirements. (See Appendix 3)

F. Sole-Source Procurement

A contract may be awarded without competitive bidding when the Purchasing Agent determines, through written documentation from the vendor, which must be verified by the respective Department Head, that there is only one "Sole Source" for the required commodity or service.

To qualify as a Sole Source, the vendor shall demonstrate:

1. Lack of other products providing equivalent or similar benefits;
2. No potential competition from other dealers or distributors;
3. Specific benefit to the City available only through this provider source.

Supporting written documentation of Sole Source procurement shall be maintained by the Purchasing Agent as a matter of public record and shall list each supplier name and the item provided. A vendor classified as a "Sole Source" provider will be required to provide the City with written documentation every two years to prove that their Sole Source status has not changed.

IV. COMPETITIVE BIDDING REQUIREMENTS & PROCESS

Competitive bidding is required in all situations where so designated under the provisions of the General Municipal Law, including the "best value" provision (GML § 103).

At all times, the Purchasing Agent must comply with New York States' Wicks' Law (including but not limited to General Municipal Law Section 101 and Labor Law Section 222). Notwithstanding the monetary thresholds established by the Wicks' Law for competitive bidding on public works projects, the Purchasing Agent and Department Head may, at their sole discretion, require contractors and subcontractors to include documentation with their bid proposals evidencing the existence of an apprenticeship agreement, approved by the New York State Commissioner of Labor, prior to entering into any public works contract with the City in Glen Cove in excess of \$500,000 for prime contractors and \$250,000 for subcontractors.

The Department Director must submit to the Purchasing Agent a detailed request according to the Purchasing Policy. Funding must be available and encumbered to begin the bid process and Capital project descriptions must match Capital project requests

The Purchasing Agent will publicize bid requests in a local newspaper making best efforts to assure inclusion of minority- and women-owned businesses. Legal notice will also be posted on the City's website in the "BIDS AND RFP OPPORTUNITIES" section, as well as on BIDNET.

A. Bid Specifications

The Purchasing Agent will identify specifications for supplies, commodities or services through information furnished by the requesting Department on all requisitions, and advertise for bids, when legally required, based on the specifications prepared. The requesting Department will have final approval of the specifications and send the Purchasing Agent their approval in writing prior to bid solicitation. Specifications will not be written in such a manner as to effectively favor one bidder. Specifications shall be written to allow any product, commodity, or service that is reasonably equivalent to satisfy the bid requirements.

Requests for items requiring specifications if necessary must contain the following:

1. Physical, chemical, or electrical composition of the item.
2. Dimensions, tolerance, and performance expected of the item.
3. Quantity or estimated quantity required.
4. If a trade-in/upgrade is involved, time and locations of where such items may be examined by bidders.
5. Time and place of delivery.

No employee or representative of the City may offer verbal clarification or communication of any kind relating to any bid specification. All questions regarding bid specifications must be submitted in writing to the Purchasing Agent and must be received no later than 5 business days prior to the opening date to receive a response. Responses will be made in the form of addenda and distributed to all parties of interest.

No employee, consultant, or representative of the City is permitted to reveal to any prospective bidder for any bid or RFP, the names or competitive information of any other prospective bidder or party of interest until such time as the bid or RFP has been opened and made public.

B. Bid Opening and Award

The procedure for bid openings and awards is as follows:

1. The opening of bids will occur at a place in City Hall as designated by the Purchasing Agent. All interested parties may attend.
2. Bids will be opened at the time specified in the legal notice and no bids will be received or accepted after such time.
3. The sealed Bids shall be opened one by one and the information read aloud as follows:
 - a. Name of bidder
 - b. Amount of bid price on each item in which a separate award is permissible.
 - c. The total amount of the bid and/or alternate bid.

4. The Purchasing Agent shall record each bid result on a bid tabulation sheet and shall certify that it reflects the bids as read.
5. If an item for purchase offered by the lowest responsible bidder does not exactly meet all of the bid requirements as advertised, the Purchasing Agent shall still award the bid to such lowest responsible bidder if in his/her opinion and after consultation with the ordering Department, the deviations are so minor in nature that such low bid may be considered "in substantial compliance" with the specifications. Such deviations must not place the bidder in a superior or preferential competitive position to make the low bid. Such decisions by the Purchasing Agent shall be clearly documented and supported.
6. The Purchasing Agent reserves the right to reject any and all bids but will not reject any bid without a documented reason, which must be noted in the official records of the Purchasing Department.
7. The Purchasing Agent and the requisitioning Department head are to submit a formalized bid tabulation sheet and a summary review of submitted bids to the City Council for review at the first scheduled opportunity after a recommendation is finalized. City Council has the responsibility to pass or deny a resolution to accept awarding of the bid to the vendor.

V. EXCEPTIONS TO COMPETITIVE BIDDING

A. Emergency Orders

Emergency orders may only be given in cases where a genuine public emergency or necessity for immediate action exists. Emergency circumstances may only be declared by the Mayor. In accordance with NYS General Municipal Law 103, such powers "are used in emergencies arising out of an accident or other unforeseen occurrence whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision, require immediate action which cannot await competitive bidding."

The Department Director must document the need for emergency action in a memo submitted to the Purchasing Agent, with a copy to the Mayor. The Purchasing Agent shall allow the order but then submit to the Council as soon as possible for approval after the purchase is made

In those situation where the City Council refuses to retroactively approve the Mayor's emergency expense, the Mayor's decision shall stand.

VI. PROCEDURES AND POLICIES

A. Purchase-Order Requisitions

It is the responsibility of the requisitioning Department to provide adequate specification details to the Purchasing Agent.

The Purchase-Order Requisition Form# P1-19 (see Appendix III) must be properly filled out with all quotes and all fields completed. Failure to do so will result in the paperwork being returned to the requisitioning department and will ultimately delay the order.

- a. A quote form must be completed and attached to the PO requisition form and must list all quotes received.
- b. All quotes received from vendors must be attached to the quote form.

The Purchasing Agent will make all purchases in accordance with the City's Purchasing Policy.

B. Request for Quotation

Written formal quotations are preferred in all cases, however, telephone quotes will be allowed to expedite the process pursuant to the limits set forth in the Purchasing Policy Section and as described in Section III, A and B.

Quotations from prospective bidders who are unable to supply the required goods or service and offer a "No-Quote" response to a request are counted toward compliance with this requirement as described below:

The purchasing agent should assure that all quotes and his/her efforts to obtain such quotes in accordance with the numbers required by policy are well documented. Verbal quotes shall be documented in telephone logs that contain the date, vendor name, telephone number, name and title of person spoken to, and the amount of the quote.

In certain instances, an unresponsive quote may be substituted for one required quote. For non-responsive quotes, telephone logs should document the date, vendor name, telephone number and, if applicable, the name and title of the person spoken to or for whom the message was left. Non-responsive written quotes should be documented on the Quote Form# P2-19 (see Appendix III) when submitted to Purchasing, including all relevant information as described for verbal quotes.

Exceptions to procuring the required number of bids as established in this policy should be limited, as defined and approved by the Purchasing Agent. Public interest is best served through the competitive process and all best efforts should be expended to obtain the required number of quotes.

C. Request for Proposal

See subsection III C.

D. Purchase Orders/Blanket Purchase Orders

The Purchasing Agent (or designee) is responsible for issuing all City purchase orders based on requisitions submitted by Department Directors. Funding must be identified and available in the budget to create a purchase order. Only purchase order forms prepared by the Purchasing Agent are to be issued to a vendor.

The Purchasing Agent at his/her discretion may increase a purchase order up to 10% of its original amount to cover the incidental charges such as freight.

Blanket purchase orders are to be used for orders placed with the same vendor on a regular weekly, monthly, or quarterly basis for the same commodities and/or services. Such vendors must have an existing contract with the City or be included via Federal, State, County, other municipality or approved National Cooperative.

Blanket purchase orders for items that are not for recurrent commodities and services on a set basis are not acceptable and may be denied for payment.

Blanket purchase orders may include, but not be limited to, the following types of expenses:

- Utilities: Light, power, telephone, water, and fuel oil.
- Rentals: Contract or Bid, copy equipment, communication radios, security alarms.

It is important to include in the requisition the bidder contract number and the expiration date of a contract or bid when submitting a blanket purchase order. Each department shall make an effort to perform their own research in obtaining proper bids and contracts for the items that they require with direction from the Purchasing Agent if needed.

Purchase requests that require a P.O. (see III A and B of this policy) must have an approved P.O. prior to accepting goods or services.

E. Confirming Purchase Orders

“Confirming Orders” (orders placed for goods and/or services prior to the creation of a requisition/purchase order and prior to approval by the Purchasing Agent) are not an acceptable practice and will result in non-payment of services.

All purchases transacted between the City of Glen Cove and any/all vendors must be authorized in advance by the Purchasing Agent. Orders for goods and services should only be placed after a requisition has been encumbered. Items may not be added to a purchase order after it has been encumbered without the documented prior approval of the Purchasing Agent. If additional items are needed after a purchase order is processed, the Purchasing Office should be contacted for direction. **PURCHASE ORDERS WILL NOT BE ISSUED AFTER A PURCHASE IS MADE OR SERVICE HAS BEEN RENDERED.**

F. Resolution of Change Orders

Change orders that do not exceed \$3000.00 or 10% on the initial price of the bid, whichever is less, shall not require approval by the City Council. All other change orders require prior City Council approval before they may be assumed. In either case, the Department Head must ensure that there is additional money allotted to the order.

G. Increase/Decrease to Purchase Orders

The attached Form #P5-19 should be used for any and all purchase-order increases or decreases. The requesting Department must attach an approved resolution to the “Request for Adjustment of a Purchase Order” form and provide justification for the changes requested.

H. Trainings & Conferences

Prior City Council approval must be obtained for all trainings and conferences by filling out the attached Training Request Form# P3–19 (see Appendix III). Costs should include lodging and travel.

To obtain proper reimbursable rates for travel please refer to the following link:

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

When seeking reimbursement for any above costs, please use the Report Form# P4–19 (see Appendix III) when submitting a voucher to Accounts Payable.

I. Goods Receipt

Packing slips must be signed and dated by the employee accepting delivery for the department and submitted with the claims voucher when processing to Accounts Payable.

J. IT Purchases

All purchases of computer hardware (monitors, keyboard, mouse, cables, etc.) must be completed through the IT Department Head. Claim vouchers that come for payment without authorization by IT will not be paid.

K. New Accounts

All new charge/house accounts must be opened by the Purchasing Agent and approved by the Controller prior to implementation.

VII. ACCOUNTS PAYABLE AND VOUCHER PROCEDURES

In order to process vendor payment, the Controller’s office must receive the following documents from the ordering Department:

1. New Vendors - all new vendors require a W-9 form which can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> with the Vendor form which can be found on page 22 of this policy. Send to Purchasing prior to submitting a claims voucher.

2. Update to vendor details

If the vendor should change their remit address or any other form of information, a Vendor form (page 22 of this policy) should be submitted with the request. Send to Purchasing prior to submitting claims voucher.

3. Packing Slips

Packing slips must be signed and dated by the employee accepting the delivery for the department and submitted with the claims voucher when processing to Accounts Payable.

4. Payment of Invoices

In order to process vendor payment, the Controller's office must receive the following documents from the ordering Department:

- Invoice – Original invoices must reference the associated purchase order number. The ordering Department must mark "Final Invoice" on the last invoice to be paid.

- Blanket Purchase Orders – A copy, usually the department copy, of the blanket purchase order with a total of associated invoices signed by the Department Director must be attached to all original invoices.
- Shipping/packing slip – signed by Department designee confirming receipt of goods as ordered.

VIII. CONFLICT OF INTEREST

Purchasing activities are to be conducted in a manner that is in accordance with the law, the best interests of the local government, avoids favoritism, wastefulness, extravagance, fraud and corruption and fosters honest competition to obtain the greatest economic benefit for every tax dollar expended. No City employee or official having responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee or official knows, or should know, that:

- A. The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction; or
- B. The employee, employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction; or
- C. The employee, employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- D. The employee, employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

The acceptance of gifts or gratuities, financial or otherwise, from any supplier of materials or services to the City is strictly prohibited. Acceptance of such gifts or gratuities may result in disciplinary action.

APPENDIX I

DEFINITIONS

Purchase Order – A written authorization signed by the Purchasing Agent for a supplier to ship products at a specified price, which becomes a legally binding contract once accepted by the supplier.

Blanket Purchase Order – Written authorization for a vendor to fulfil multiple orders for the same commodities or services with a maximum dollar limit and time limit. A blanket purchase order (BPO) is an agreement between an organization and a supplier to deliver goods or services with a set price.

Goods Receipt – Confirmation of receipt of ordered goods/services by ordering Department.

Invoice – A commercial document that references a purchase order number, indicating the products, quantities and agreed prices for products or services the vendor has provided.

Purchase Contract – A legal agreement between the City and a vendor for goods and/or services.

Request for Proposals – A Request for Proposal (RFP) is the City's competitive solicitation for proposed services for technical or service oriented projects.

Request for Formal Bid – A Request for Bid (RFB) is the City's competitive solicitation for supplies, materials, equipment, or project-based specifications developed by the City.

Specifications – Detailed description of product or service requirements as defined by the City.

APPENDIX II

NATIONAL COOPERATIVES CURRENTLY IN USE:

1. Sourcewell (formerly NJPA)
2. Omnia Partners (formerly National IPA and TCN)
3. NCPA (National Cooperative Purchasing Alliance)

The addition of participation in other cooperatives must be done through the Purchasing Agent following approval by City Council, via resolution.

APPENDIX III

Purchases from the following agencies are exempt from competitive bidding:

- Corcraft
- New York State Industries for the Disabled, Inc. (NYSID)
- NYS Preferred Source Program for New Yorkers who are Blind (NYSPSP)

APPENDIX IV

REQUIRED FORMS* TO BE COMPLETED FOR ALL REQUESTS FOR PURCHASES

Please note: The attached forms should be updated and assigned standardized identification codes.



CITY OF GLEN COVE

PURCHASE REQUISITION FORM

DATE: _____

P.O. NUMBER: _____

FROM DEPT:	FUND LINE NAME:	SHIP TO:
	FUND LINE NUMBER:	ATTENTION OF:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE

SIGNATURE OF EMPLOYEE COMPLETING FORM	RECOMMENDED VENDOR:	ESTIMATED TOTAL COST:
DEPARTMENT HEAD SIGNATURE	CITY VENDOR #	ACTUAL COST:

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

TO BE COMPLETED WHEN USING MORE THAN 1 QUOTE

QUOTE FORM

Supplies, Materials ("Purchase") Contracts:		
Items \$0 - \$1,000.00 No Quotes or PO needed	Items \$1,001 - \$5,000 3 Telephone/Written Quotes	Items \$5,001 - \$19,999 3 Written Quotes

The City of Glen Cove is not responsible for payment of any goods or services that are not authorized by the Purchasing Agent.

Name: _____ Date: _____ Department: _____

	VENDOR NAME AND ADDRESS	TELEPHONE NUMBERS	VENDOR REP NAME	ITEM	QUANTITY	PRICE OF EACH ITEM	TOTAL PRICE
Quote 1							
		Phone	EMAIL ADDRESS				
		Fax					
Quote 2							
		Phone	EMAIL ADDRESS				
		Fax					
Quote 3							
		Phone	EMAIL ADDRESS				
		Fax					

Submit Quote Form with Purchase Requisition Form

Approval of Purchasing Agent

Form# P2-19

TO BE COMPLETED FOR ALL TRAINING REQUESTS AND
SUBMITTED TO CITY COUNCIL FOR RESOLUTION

Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencove.ny.gov



CITY OF GLEN COVE
OFFICE OF THE CITY CONTROLLER
City Hall, 9 Glen Street, Glen Cove, NY 11542

Phone: (516) 676-2000
Fax: (516) 759-6791
www.glencove-li.us

TRAINING REQUEST FORM

Date: _____

Your Name: _____

Department: _____

Class Requested: _____

Cost of Class: _____

Date(s) of Class(es): _____

Costs Associated with Class:

Airfare: _____

Car Service: _____

Hotel: _____

Meals: _____

Rental Car: _____

Parking: _____

Gas: _____

Mileage: _____

Tolls: _____

Total Estimated Cost of Class plus Expenses: _____

FUNDLINE: _____

Department Head Signature: _____

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

TO BE COMPLETED WHEN SEEKING REIMBURSEMENT FOR
TRAVEL AND MEAL EXPENSES



CITY OF
GLEN COVE

Request for Adjustment of Purchase Order

Date: _____

Requestor: _____

Increase Decrease Change

Purchase Order #: _____

Vendor Name: _____

Amount of Change: _____

Resolution # and Date (if applicable): _____

Description/Reason for Change:

Department Head Approval Signature

Purchasing Agent Approval Signature

Created February 2019



**CITY OF
GLEN COVE**

9 Glen Street
Glen Cove, NY 11542
Telephone: (516) 676-2000
Fax: (516) 759-6791
gcfinance@glencoveny.gov

☐ **NEW**

☐ **UPDATE**

Vendor Form

Vendor # _____

Date: _____ Initial: _____

PLEASE TYPE OR PRINT CLEARLY

<p><u>Purchase Order Information:</u></p> <p>Vendor Name:</p> <p>_____</p> <p>DBA:</p> <p>_____</p>	<p>MUST HAVE COMPLETED W-9 ON FILE OR ATTACHED</p> <p>Vendor Federal TAX ID/ Social Security #:</p> <p>_____</p> <p>Vendor DUNS #: _____</p>
<p>Vendor Address:</p> <p>_____</p>	<p><u>Accounts Payable Information:</u></p> <p>Vendor Remit Address (if different from Vendor Address):</p> <p>_____</p>
<p>Phone: _____</p> <p>Fax: _____</p> <p>Email: _____</p> <p>Website: _____</p>	<p>Contact Name:</p> <p>_____</p> <p>Title:</p> <p>_____</p>
<p>Purchase Order Dispatch Preference:</p> <p><input type="checkbox"/> Mail</p> <p><input type="checkbox"/> Fax: _____</p> <p><input type="checkbox"/> Email _____</p>	<p>Type of Business:</p> <p><input type="checkbox"/> Goods _____</p> <p><input type="checkbox"/> Services _____</p> <p><input type="checkbox"/> Other _____</p>
<p><u>Form Completed by:</u></p> <p>Name/Title: _____</p> <p>Phone Number: _____ Date: _____</p>	
<p>When a new vendor needs to be entered into our system, complete this form in its entirety and return to the Finance Office at gcfinance@glencoveny.gov. INCOMPLETE FORM WILL RESULT IN NON-PAYMENT.</p>	