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 grant The Glen Cove Jr Football & Cheer, a sign permit to erect 20 lawn signs for Registration from April 1st to April 26th.

6-C – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to grant The Kiwanis Club of North Shore, an event permit for Dog Show on October 17th at 1PM at Garvies Point Road and the Esplanade in the area of the Dog Park, following COVID-19 guidelines with a rain date of October 24th .

6-D – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to approve the proposal of Michel & Associates relative to preliminary professional services (site analysis, data collection & Sketch plan) for the surface treatment of the Stanco Park playground in the amount of $3,600 which includes out-of-pocket expenses and a fee of $25,850 for the expenses for the Survey, Analysis and Design, Construction Documents, Bid Phase and Construction Observation.

Budget Line: H7140-95000-1313

6-E – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council herby authorizes the Mayor to approve the proposal of Atlantic Wells Inc. in the amount of $34,290 for the emergency replacement of two 12" flanged gate valves and one 12" flanged check valve for Booster A at the Duck Pond Road well site facility. The work required to be completed by early-May 2021 so as to place the system back on line prior to the City peak water demand season**.**

Budget Lines: F8300-54324- Gen Supplies, F8300-55420- Repairs

6-F – Ordinance

Resolution offered by Mayor Tenke and seconded by: _____

ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED APRIL 13, 2021, MAKING CERTAIN FINDINGS AS REQUIRED BY THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR VARIOUS CAPITAL PROJECTS IN AND FOR THE CITY

Recitals

WHEREAS, the City of Glen Cove, in the County of Nassau, New York (herein called the "City") has determined to undertake certain capital projects and to acquire certain equipment, all as set forth in **Schedule I** attached hereto and made a part hereof, at an estimated maximum cost of $8,980,677.00 (collectively, the "Project"); and

WHEREAS, the City Council of the City of Glen Cove has reviewed the potential environmental impacts associated with said Project;

Now, therefore,

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

Section 1. The City Council of the City of Glen Cove, in the County of Nassau, New York (herein called the "City"), declare itself lead agency and determines the proposed Project is a Type II Action pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R., Regulations Part 617.5 (c) and no further action is required.

Section 2. This ordinance shall take effect immediately.

The adoption of the foregoing ordinance was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The ordinance was declared adopted.

****

6-G – Ordinance

Resolution offered by Mayor Tenke and seconded by: _____

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED APRIL 13, 2021, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $8,980,677, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSES, AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,980,677 TO FINANCE SAID APPROPRIATION

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

Section 1. The City Council of the City is hereby authorized to construct, acquire or undertake the various projects as described in **column A of Schedule I**, attached hereto and made a part hereof, at the estimated maximum costs indicated in **column B of said Schedule I**. The estimated total cost of such projects, including preliminary costs and costs incidental thereto and the financing thereof, is $8,980,677 and said amount is hereby appropriated for such purposes. The plan of financing includes the issuance of bonds of the City in the principal amount of not to exceed $8,980,677 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the

same shall become due and payable. Any grant and other funds received on account of the projects referred to in **column D of said Schedule I** are hereby authorized to be applied toward the cost of such projects or the payment of debt service relating to any bonds or notes issued to finance such projects.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed $8,980,677 are hereby authorized to be issued in the principal amounts indicated in **column C of said Schedule I** for each of the respective objects or purposes indicated in **column A of said Schedule I**, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes and classes of objects or purposes for which said bonds are authorized to be issued, within the limitations of §11.00 a. of the Law as indicated in **column F of said Schedule I**, are set forth in **column E of said Schedule I**.

Section 4. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this ordinance. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the City for expenditures made after the effective date of this ordinance for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this ordinance and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the City Controller, the chief fiscal officer of the City.

Section 7. The validity of the bonds authorized by this ordinance, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

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

Section 8. This bond ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing ordinance, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in the "*Glen Cove Herald Gazette*," a newspaper having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

The adoption of the foregoing ordinance was seconded by

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

AYES:

NOES:

The ordinance was declared adopted.

****

Schedule I

2021 Capital Improvement Plan

A Project Description (object or purpose)	B Estimated Maximum Cost	C Amount of Bonds Authorized	D Grant Funds	E Period of Probable Usefulness	F PPU Section 11.00 a Reference
DPW - ADMIN					
Replace Court Roof	$43,000	$43,000		15	12(a)(2)
Waterproofing City Hall building	50,000	50,000		5	35
Cathodic protection at ferry terminal	30,000	30,000		5	35
Acquisition of new furniture	25,000	25,000		5	32
DPW - SANITATION					
New refuse body for sanitation truck	66,511	66,511		15	28
Acquisition of rack body truck	54,000	54,000		15	28
DPW - ROADS					
Road and Drainage improvements	1,300,000	1,300,000	18,000	15	20(c)
Purchase of a replacement pump	26,883	26,883		15	28
Acquisition of Leaf Vac machine	10,399	10,399		5	28
Replacement body for truck	13,385	13,385		5	28
Acquisition of plow truck	129,970	129,970		15	28
General improvements	175,000	175,000	40,000	5	35
Planning for construction of a salt shed	25,000	25,000		15	11(c)
Acquisition of generator	110,000	110,000		10	13
Planning for greenhouse construction	20,000	20,000		5	62
LED Light replacements (NYPA project)	1,078,000	1,078,000		13	5
POLICE DEPARTMENT					
Acquisition of police patrol vehicles and related equipment	175,671	175,671		3	77
Acquisition of police patrol car radios	23,059	23,059		10	25
Building improvements	8,000	8,000		15	12(a)(2)
Acquisition of computer hardware and software	20,000	20,000		5	32 and 108
TRAFFIC PATROL OFFICERS					
Replacement floor for trailer	6,095	6,095		5	35

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
FIRE DEPARTMENT					
Acquisition of Chief Vehicle	80,000	80,000	50,000	3	77
Acquisition of fire truck, including related equipment and apparatus	855,000	855,000		20	27
Planning for Firehouse building improvements	50,000	50,000		5	62
Acquisition of computer hardware and software	10,000	10,000		5	32 and 108
FIRE DEPARTMENT DISPATCH					
Acquisition of City-wide radio communication system	300,000	300,000		10	25
EMS/AMBULANCE CORPS					
Acquisition of replacement first responder vehicle	72,500	72,500		5	29
Acquisition of computer hardware and software	10,000	10,000		5	32 and 108
Acquisition of various equipment	155,000	155,000	38,000	5	32
HARBOR PATROL					
Acquisition of vehicle	39,994	39,994		3	77
Acquisition of portable radios	16,640	16,640		10	25
Acquisition of boat radios	15,610	15,610		10	25
Upgrade of camera system	8,560	8,560		5	32
SENIOR CENTER					
Various building improvements	163,000	163,000		15	12a(2)
PARKS					
Acquisition of equipment	20,400	20,400		5	28
Park improvements	738,000	738,000	97,000	15	19c
ANIMAL SHELTER					
Animal Shelter facility improvements	30,000	30,000	30,000	15	12a(2)
GOLF COURSE					
Acquisition of golf cart replacements	31,000	31,000		5	32
Planning for Clubhouse replacement	50,000	50,000		5	62
Acquisition of large rotary mower	60,000	60,000		15	28
Acquisition of triplex mower	35,000	35,000		15	28
WATER DEPARTMENT					

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
Water System Improvements, consisting of Seaman Road[(1)] and Nancy Court well rehabilitation	2,550,000	2,550,000	1,350,000[(1)]	40	1
Acquisition of generators	300,000	300,000		10	13
TOTAL CAPITAL PLAN 2021	**$8,980,677**	**$8,980,677**	**$1,623,000**		

(1) Total cost of the Seaman's Road water system improvement project is approximately $5,500,000, with an estimated $3,000,000 of said cost expected to be paid from a New York State Environmental Facilities Corporation ("EFC") grant.

6-H – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council herby authorizes the Mayor to participate in a cooperative bidding program conducted by The Board of Cooperative Educational Services of Nassau County ("Nassau BOCES") at a cost of $450 for sourcing a competitive bid related to roof maintenance and repairs.

6-I – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council herby authorizes the Mayor to amend Resolution 6Q, adopted on December 22, 2020, to correct the budget line of the Chase Rathkopf, Chase, LLP retainer from A1420-55492 to A8020-55438.

6-J – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes Chief Whitton and Deputy Chief Ortiz to attend the NYS Assoc Chiefs of Police annual training in Glen Falls, NY at an estimated cost of $2,600.00.

Budget Lines: A3120-55442 & A3120-55411

6-K – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a purchase agreement with Mayday Communications for a Verint VMR 12 Channel Recording Solution Upgrade at a cost of $12,850 in addition to a five-year service/maintenance agreement for the period effective July 20, 2021 through July 19, 2026 at a total cost of $10,715 payable in annual installments.

Budget Lines: A3120-52230 ($12,850), A3120-55438 ($10,715)

6-L – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Axon Enterprise Inc. to purchase tasers under the TASER 60 Plan for use by the City of Glen Cove PD over a five-year period effective September 11, 2017 through September 10, 2022 in the amount of $6,179.30 payable in annual installments.

Budget Line: A3120-52230

6-M – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to amend Resolution 6I, adopted on September 22, 2020, to add the term of the CentralSquare Technologies agreement which shall be for five (5) one (1) year subscription periods for a total of sixty (60) months from the agreement anniversary date with subscription fees payable annually on each respective anniversary date.

Budget Line: A3120-55443

6-N – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to amend Resolution 6I, adopted on September 22, 2020, to add the term of the CentralSquare Technologies agreement which shall be for five (5) one (1) year subscription periods for a total of sixty (60) months from the agreement anniversary date with subscription fees payable annually on each respective anniversary date.

Budget Line: A3120-55443

6-O – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the claim of Michael Anzalone, 14 Mechanic Street, Glen Cove, New York 11542, in the amount of $5,472.64.

Budget Line: MS1930-55995

6-P – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Software Consulting Associates for an additional online payment solution for the collection of school taxes to be added to the City's current web portal for online tax payments. Taxpayers will have the option to pay their taxes online by credit card, debit card or electronic check (ACH). The implementation of this online payment solution will be at no cost to the City.

6-Q – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a payment processing service agreement with Value Payment Systems, which is Software Consulting Associates' 3rd party electronic payment service provider for processing credit card and electronic checks/ACH online payments for City, County and School real estate taxes in addition to water utility payments at no cost to the City.

6-R – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to approve Event Permits for the following Downtown BID Events, subject to all COVID Guidelines:

Annual Halloween Parade & Festival: (10/30)

Holiday Festival: (12/4)

Downtown Sounds Concert Series 2021: (7/2, 7/9, 7/16, 7/23, 7/30, 8/6, 8/13, 8/20, 8/27),

Downtown Sound's New Year's Eve in Village Square: (12/31)

Fitness in Village Square: (4/17, 4/24, 5/1, 5/8, 5/15, 5/22, 5/29, 6/5, 6/12, 6/12, 6/19, 6/26, 7/3, 7/10, 7/17, 7/24, 7/31, 8/7, 8/14, 8/21, 8/28, 9/4, 9/11, 9/18, 9/25, 10/2, 10/9, 10/16, 10/23, 10/30, 11/6, 11/13, 11/20)

6-S – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to retain D & B Engineers and Architects, P.C. to assist the City of Glen Cove with the 2021 SWMP Annual Report, SWMP Trackers and Unites States Environmental Protection Agency (USEPA) Municipal Separate Storm Sewer System (MS4) audit in the amount of $9,600.00.

Budget Line: A1490-55438

6-T – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

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

WHEREAS, the City of Glen Cove, herein called MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

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

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

1. That the filing of an application in the form required by the State of New York in conformity with applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.

2. That Mayor Timothy Tenke, or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE:

3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for the State share of such costs.

4. That four (4) Certified Copies of this Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.

5. That this resolution shall take effect immediately.

Resolution 7-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that Robert P. Gillis is hereby appointed as Director of Information Technology at an annual salary of $90,000 effective April 26, 2021.

Budget Line A1680-51101

Resolution 7-B

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that Amanda Freeman is hereby appointed as Director of the Adult Day Program in the Senior Center at an annual salary of $49,413 (Grade 12 Step 0) effective April 28, 2021.

Budget Line A7035-51101

Resolution 7-C

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the following persons are hereby appointed in Youth Services and Recreation as indicated:

Name	Title	Hourly Rate	Effective Date	Budget Line
Gabriella De Rosa	Youth Service Worker	$9.00 per hour	5/1/2021 – 11/15/2021	A7050 - 51120
Kayla Monahan	Youth Service Worker	$9.00 per hour	5/1/2021 – 11/15/2021	A7050 - 51120
Ana Zelaya	Youth Service Worker	$9.00 per hour	5/1/2021 – 11/15/2021	A7050 - 51120
Rosa Farfan	Recreation Leader	$14.00 per hour	3/31/2021 – 9/15/2021	A7055 - 51120
Erin Moore	Recreation Leader	$12.00 per hour	3/31/2021 – 9/15/2021	A7055 - 51120
Lindsey Payton	Recreation Leader	$12.00 per hour	3/31/2021 – 9/15/2021	A7055 - 51120
Megan Peet	Recreation Leader	$18.00 per hour	3/31/2021 – 9/15/2021	A7055 - 51120
Steven Tripp	Recreation Leader	$11.50 per hour	3/31/2021 – 10/8/2021	A7055 - 51120
Fernando Navas	Recreation Leader	$11.00 per hour	4/1/2021 – 11/30/2021	A7055 - 51120
Luis Salinas	Recreation Leader	$11.00 per hour	4/1/2021 – 11/30/2021	A7055 - 51120

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the following persons are hereby appointed as seasonal Laborers in the Department of Public Works as indicated:

Name	Hourly Rate	Effective Date	Budget Line
Vincent P. Taylor	$15.00 per hour	4/14/2021 – 11/30/2021	A8160 - 51120
Roosevelt Frazier Jr.	$13.00 per hour	4/14/2021 – 11/30/2021	A8160 - 51120
Jose A. Diaz Hernandez	$13.00 per hour	4/14/2021 – 11/30/2021	A8160 - 51120
Valentin Reyes Hernandez	$14.50 per hour	4/14/2021 – 11/30/2021	A7160 - 51120
Thomas J. Klimaszewski	$12.00 per hour	4/14/2021 – 11/30/2021	A7160 - 51120

Resolution 7-E

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that Carlos A. Vasquez is hereby appointed as a part-time Crossing Guard in the Police Department at $45.00 per day effective April 14, 2021.

Budget Line: A3120-51120

Public Hearing 2-A

ORDINANCE 3/2021
ORDINANCE AMENDING CHAPTER 200 OF THE CITY CODE OF ORDINANCES PERMITTING TEMPORARY ROAD CLOSURES FOR THE PURPOSES OF OUTDOOR DINNING DURING THE GLEN COVE DOWNTOWN SUMMER NIGHTS

BE IT ORDAINED:

The City Council hereby makes the following amendments to Chapter 200 of the Glen Cove City Code of Ordinances, to be effective immediately upon adoption:

(Underlined text is to be added and struck through text is to be deleted)

~~**§ 200-10 Enforcement; penalties for offenses.**~~

~~A. Any offense against the provisions of this chapter shall constitute a violation and shall be punishable by a fine not exceeding $1,000 for each such day that such violation exists. Any second or subsequent conviction for a violation of this chapter within any twelve-month period may result in immediate revocation or suspension of any license issued by the City Clerk herein without the necessity of a hearing.~~

~~*B.* The Building Department Administrator and the Police Department shall enforce the provisions of this chapter.[1]~~
~~*[1]Editor's Note: Former § 200-11, Expiration of chapter, which immediately followed this section, was repealed 6-23-1998, and this chapter was extended indefinitely.*~~

Sec. 200-10 Glen Cove Downtown Summer Nights

A. The Mayor may, subject to existing weather, traffic, and safety conditions, as determined in the sole discretion of the Mayor, order certain streets to be closed to traffic on Thursdays, Fridays and/or Saturdays, between the hours of 6:00 p.m. and 11:00 p.m., from May 1 through October 31 at (1) School Street, between Highland Road and Glen Street; and/or (2) Glen Street, between School Street and Pulaski Street.

B. Businesses located immediately adjacent to the street closures may submit license applications to the BDA for a sidewalk café and/or temporary convenience seating for the purpose of utilizing the sidewalk and/or area of the street closure, through the limited duration of the street closure, subject to and consistent with all other provisions of this Article and City Code unless otherwise stated in this section.

C. License applications must include an illustration of where the applicant intends to place seating and tables. For purposes of licenses issued pursuant to this section, maximum occupancy for license applications shall be subject to existing space limitations and public safety concerns as determined in the sole discretion of the BDA.

D. License applications submitted pursuant to this section may be subject to a fee as set forth by City Council Resolution from time to time.

§ 200-11 Enforcement; penalties for offenses.

A. Any offense against the provisions of this chapter shall constitute a violation and shall be punishable by a fine not exceeding $1,000 for each such day that such violation exists. Any second or subsequent conviction for a violation of this chapter within any twelve-month period may result in immediate revocation or suspension of any license issued by the City Clerk herein without the necessity of a hearing.

B. The Building Department Administrator and the Police Department shall enforce the provisions of this chapter.[1]

[1]Editor's Note: Former § 200-11, Expiration of chapter, which immediately followed this section, was repealed 6-23-1998, and this chapter was extended indefinitely.

Resolution 6-A



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)
A7030-43801	Title IIIB	$26,250	
A7030-55438	Contractual Services		$23,820
A7030-54324	Supplies		$2,430

Reason for Amendment:

Increase Revenue and Expenses associated with NC Age Friendly Initiative Grant previously unbudgeted.

Department Head Signature: Christine Rice **Date:** 3/30/21

City Controller Approval: [signature] **Date:** 3/30/21

City Council Approval–Resolution Number: _____ **Date:** _____

Resolution 6-B



CITY OF GLEN COVE
9 Glen Street
Glen Cove, New York 11542
(516) 676-3345

SIGN PERMIT

NAME OF APPLICANT: KEN STECK

ORGANIZATION: G.C. JR FOOTBALL & CHEER

NAME OF EVENT: REGISTRATION

ADDRESS: 36 TIMBER RD

PHONE NUMBER: 917 716 7143

E-MAIL ADDRESS: STECKSE@CONED.COM

NO. OF SIGNS (20 maximum): 20

DATE SIGNS ERECTED (Two week limit): 4/1/2021 REQUESTING 30 DAYS AS PER (228-17 A)

DATE SIGNS REMOVED (within 48 hours after the event): 4/26/2021

DATE RESOLUTION APPROVED: _____

SIGN DIMENSIONS (maximum 20 inches x 20 inches): 20 x 20

PERSON RESPONSIBLE FOR REMOVING SIGNS:

ALL SIGNS TO BE REMOVED BY) G.C. JR FOOTBALL & CHEER

NAME: RYAN RITTER

ADDRESS: 36 TIMER LAN

PHONE NUMBER: (516) 666-0251 CELL: _____

E-MAIL ADDRESS: 313.RYNO@GMAIL.COM

DATE: 3/25/21

SIGNED: _____ GOTFBC
Applicant

PERMIT APPROVED ON: _____

_____
City Clerk

Kindly allow at least 4 weeks notice to submit permit request.

Resolution 6-C

RECEIVED
MAR 17 2021
OFFICE OF CITY CLERK
GLEN COVE

CITY OF GLEN COVE
9 Glen Street, Glen Cove, NY 11542
(516) 676-3345

EVENT PERMIT

All Event Permit applicants must follow all New York State and Nassau County guidelines including but not limited to social distancing, mask requirements, and mass gathering limitations. The City reserves the right to request a Covid-19 safety plan to confirm that the event is in compliance with all Covid-19 guidelines.

NAME OF APPLICANT Kiwanis Club of North Shore, LI

ADDRESS OF APPLICANT P.O. Box 335, Sea Cliff NY 11579

NAME OF EVENT TO BE HELD Kiwanis North Shore Dog Show

DATE(S) OF EVENT 10/17/2021 rain date 10/24/2021

TIME(S) OF EVENT 1 pm

LOCATION OF EVENT Area surrounding & including Dog park

NAME & ADDRESS OF OWNER OF PREMISES City of Glen Cove

EVENT SPONSOR IS: FOR PROFIT ☐ ($25.00) NON-PROFIT ☑

DATE: 3/17/2021 SIGNED: _____
APPLICANT

DATE: _____ SIGNED: _____
OWNER OF PROPERTY

PERMIT APPROVED ON: _____ _____
CITY CLERK

PERMIT NO. _____

Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit.

_____ Traffic Patrol Officers @_____hours on duty x $_____average salary

Per hour =_____

Resolution 6-D

Michel & Associates

Via Hand

March 31, 2021

Mr. Louis Saulino, P.E.
Director of Public Works
City of Glen Cove
City Hall
9 Glen Street
Glen Cove, New York 11542

Re: Stanco Park @ Glen Cove Golf Course
Demolition of Surface Paving @ Playground

Dear Mr. Saulino:

Pursuant to our recent meeting regarding the demolition of the play surfacing of the playground at Stanco Park, located at the Glen Cove Municipal Gold Course, we have outlined below our proposal for services.

Scope of Services:

I. **Site Analysis & Research**

a. **Research** – research of relevant requirements, details and specifications for the play surface area and materials.

b. **Analysis** – meet with project surveyor to:

I. Determine location of existing play equipment and individual uses of components of the play structure.

II. Work with selected Contractor, performing the demolition of the existing play surface to ascertain the conditions and suitability of the existing materials relative to the proposed resurfacing materials.

III. Analysis of overall sub-grade site conditions with focus on drainage, play components, etc.

c. **Base Plan** – work from recently completed survey of the project areas, field investigation, etc. Michel & Associates will prepare a base plan indicating relevant field conditions, elevations, etc.

2. **Design Plans**:

a. **Preliminary Design Plans** – Michel & Associates will prepare preliminary design plans for the proposed resurfacing project. The plans will indicate existing conditions and play structures, proposed surface and subsurface treatment of the safety surfaces, proposed amending of existing subsurface conditions, to improve drainage. Provide preliminary cross-section details of proposed resurfacing material. Plan will indicate proposed color and layout of resurfacing materials.

b. **Cost Estimate** – prepare a preliminary cost estimate reflecting the post existing surface demolition. The estimate will include, but not limited to: new surfaces, area quantities and cost for cushion materials, porous subsurface materials, etc.

3. **Construction Documents** – upon approval of preliminary plans for the City of Glen Cove DPW, the firm will prepare Construction Documents and Bid Specifications for the proposed resurfacing. Plans will indicate existing conditions, scope of proposed work:

a. **Construction Documents & Bid Specifications** – Prepare technical specifications for required sub-grade preparation and play surfacing.

b. **Meetings** – attend meetings requested by the Glen Cove Department of Public Works.

c. **Bidding Construction Administration** – assist the Glen Cove DPW in the bidding and construction administration of the project.

d. **Periodic Site Observation** – provide periodic observation of the construction process and implementation of plans. Michel & Associates shall visit the site, answer Contractor questions, etc.

3. **Compensation** – fees for all services shall be a flat fee of $25,850 (twenty five thousand eight hundred and fifty dollars).

   a. **Survey** – Michel & Associates shall work with the firm of O'Conner, Petito, to complete the survey of the playground area. This will provide boundaries and elevations. This fee is a flat fee of $2,900 (two thousand nine hundred dollars).

   b. **Analysis & Design** – for the initial analysis of conditions, initial design and cost estimate, items #1 and 2, shall be a flat fee of $8,200 (eight two thousand dollars).

   c. **Construction Documents** – including preparation of technical plans and bid specifications, shall be a flat fee of $8,000 (eight thousand dollars).

   d. **Construction Administration** – for services including technical plans, bid specifications, bid and construction administration, our fee shall be a flat fee of $4,250 (four thousand two hundred and fifty dollars).

   e. **Construction Observation** – services include the periodic observation of construction, processing of requests for payments, and close our out the project. Our fees shall be al flat fee of $2,500 (two thousand five hundred dollars).

   f. **Fee Milestones** – fees shall be invoiced at the following milestones:

Survey	$ 2,900
Analysis & Design	8,200
Construction Documents	8,000
Construction Administration	4,250
Construction Observation	2,500

3. **Additional Services** – Services outside the scope of work outlined herein shall be additional to the contract. These additional services shall be invoiced on an hourly basis. Additional services may include: Preparation of reports, design and documentation of areas adjacent the play ground, plans related to the repair of existing play equipment, etc. The additional services shall be at the request and approval of the Glen Cove Dept of Public Works. Hourly rates are noted below:

Principal	$175/hr.
Project Architect	140/hr.
Technical	110/hr.

If the above terms are acceptable your signature below shall form this agreement.

Respectfully,

Michael A. Michel, ASLA
Principal
Michel & Associates

Accepted: _____

Dated: _____

:cb

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Michel & Associates

Via Hand

March 23, 2021

Mr. Louis Saulino, P.E.
Director of Public Works
City of Glen Cove
City Hall
9 Glen Street
Glen Cove, New York 11542

Re: Stanco Park @ Glen Cove Golf Course
Surface Paving @ Playground

Dear Mr. Saulino, P.E.:

Assessment of existing play surfaces and conditions, inspecting the efficient, safe footing of play surfaces surrounding the existing play equipment. Assessment and recommendations will also address existing conditions effecting existing plan area surface, proposed surface "life cycle", cost, maintenance, and compliance with regulations regarding accessibility. Please review the outline proposal below, and contact me if you have any questions or feel we should amend this proposal.

Scope of Services:

I. **Analysis & Research**

a. **Site Analysis** – infield visits to access existing pavement conditions and circumstances effecting existing paved surface.

b. **Data Collection** – research, review and prepare documentation of existing conditions, collection data and information regarding suitable/alternate play ground surfaces.

c. **Sketch Plan** – prepare schematic sketch plan illustrating existing conditions, element impacting drainage, suitability, etc.

2. **Recommendations**:

a. **Existing Findings** – document existing findings and conditions.

b. **Assessment Report** – prepare assessment of suitable playground surfaces which would address management of unsuitable conditions.

c. **Cross Section** – prepare cross section and section of suitable pavement requirements for installation at the playground.

d. **Sketch Plan** – prepare sketch plan illustrating impact and changes to playground and surrounding area resulting from pavement surface installation.

e. **Cost Estimate** – prepare schematic cost estimate for alternative play are surfaces and changes to playground area.

The above will be prepared and presented in sketch plans and written report.

3. **Compensation** - compensation for the above will include site visits, documentation, cost estimate and meeting with City of Glen Cove Officials as part of this proposal.

a. **Compensation** – for the above shall be on a flat fee basis. Fees shall be $3,600 (three thousand six hundred dollars)

b. **Fee Milestones** – fees shall be invoiced at the following milestones:

Site Visit/Data Collection	$1,000
Preparation of Preliminary Findings	1,600
Final Report	1,000

If the above terms are accepted your signature below shall form this agreement.

Respectfully,

Michael A. Michel, ASLA
Principal
Michel & Associates

Accepted: _____

Dated: _____

:cb

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Resolution 6-E



Atlantic Wells Inc.
58 Fairfields Lane
Huntington Station, NY 11746
Phone (516) 931-2488 Fax (516) 931-2587

March 8, 2021

Attn: Mike Colangelo
Re: Requested quotes for Duck Pond Road

Dear Mike:

Please see the proposal below in regards to Duck Pond Road facility.

REPLACEMENT OF TWO 12 INCH FLANGED GATE VALVE AND ONE 12 INCH FLANGED CHECK VALVE FOR BOOSTER A

- Shut down tank / drain tank or confirm 16 inch flanged suction valve holds by Glen Cove Water District before work commences.
- Set up torches, gantry, air handling equipment.
- Demo and remove booster pump A existing 12 inch OS&Y suction gate valve and dresser coupling.
- Furnish and install new 12 inch non rising stem resilent seat flanged gate valve, dresser coupling, bolts, nuts, gaskets, and appurtenances.
- Re grout valve to existing concrete pier.
- Shut down 16 inch plant effluent valve in street. Shut down and close all three booster pump suction valves.
- Isolate 12 inch booster A effluent check valve and 12 inch effluent gate valve.
- Set up torches, gantry, air handling equipment.
- Demo and remove existing 12 inch check valve and existing 12 inch gate valve.
- Furnish and install new 12 inch outside lever and weight direct replacement check valve.
- Furnish and install new 12 inch non rising stem flanged gate valve, dresser coupling, bolts, nuts, gaskets, and appurtenances.
- Furnish and install new 12 inch flanged adapter.
- Chlorinate.
- Start up and test.

TOTAL: $34,290

MATERIAL:

- (1) 12 inch check valve @$7,800
- (2) 12 inch flanged non-rising stem gate valves @$1,825 / valve – total $3,650
- (2) 12 inch flange adapter, locking gland, tbolts, gasket @$400 / adapter complete – total $800
- (1) oxygen and acetylene tank / torches @ $75
- 12 inch bolts / nuts / gaskets / hardware - $600
- Grout - $100

LABOR:

- 3 mechanics @ 140 / hr for 40 hrs - $16,800
- Service Truck - $200 / day @5 days - $1,000

PROFIT:

- 10%(+/-) * $30,825 = $3,465

If you have any questions, please do not hesitate to contact me directly.

Sincerely,

Daniel Hawxhurst
President
Atlantic Wells Inc.

Ordinance 6-F



Schedule I

2021 Capital Improvement Plan

A Project Description (object or purpose)	B Estimated Maximum Cost	C Amount of Bonds Authorized	D Grant Funds	E Period of Probable Usefulness	F PPU Section 11.00 a Reference
DPW - ADMIN					
Replace Court Roof	$43,000	$43,000		15	12(a)(2)
Waterproofing City Hall building	50,000	50,000		5	35
Cathodic protection at ferry terminal	30,000	30,000		5	35
Acquisition of new furniture	25,000	25,000		5	32
DPW - SANITATION					
New refuse body for sanitation truck	66,511	66,511		15	28
Acquisition of rack body truck	54,000	54,000		15	28
DPW - ROADS					
Road and Drainage improvements	1,300,000	1,300,000	18,000	15	20(c)
Purchase of a replacement pump	26,883	26,883		15	28
Acquisition of Leaf Vac machine	10,399	10,399		5	28
Replacement body for truck	13,385	13,385		5	28
Acquisition of plow truck	129,970	129,970		15	28
General improvements	175,000	175,000	40,000	5	35
Planning for construction of a salt shed	25,000	25,000		15	11(c)
Acquisition of generator	110,000	110,000		10	13
Planning for greenhouse construction	20,000	20,000		5	62
LED Light replacements (NYPA project)	1,078,000	1,078,000		13	5
POLICE DEPARTMENT					
Acquisition of police patrol vehicles and related equipment	175,671	175,671		3	77
Acquisition of police patrol car radios	23,059	23,059		10	25
Building improvements	8,000	8,000		15	12(a)(2)
Acquisition of computer hardware and software	20,000	20,000		5	32 and 108
TRAFFIC PATROL OFFICERS					
Replacement floor for trailer	6,095	6,095		5	35
FIRE DEPARTMENT					

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
Acquisition of Chief Vehicle	80,000	80,000	50,000	3	77
Acquisition of fire truck, including related equipment and apparatus	855,000	855,000		20	27
Planning for Firehouse building improvements	50,000	50,000		5	62
Acquisition of computer hardware and software	10,000	10,000		5	32 and 108
FIRE DEPARTMENT DISPATCH					
Acquisition of City-wide radio communication system	300,000	300,000		10	25
EMS/AMBULANCE CORPS					
Acquisition of replacement first responder vehicle	72,500	72,500		5	29
Acquisition of computer hardware and software	10,000	10,000		5	32 and 108
Acquisition of various equipment	155,000	155,000	38,000	5	32
HARBOR PATROL					
Acquisition of vehicle	39,994	39,994		3	77
Acquisition of portable radios	16,640	16,640		10	25
Acquisition of boat radios	15,610	15,610		10	25
Upgrade of camera system	8,560	8,560		5	32
SENIOR CENTER					
Various building improvements	163,000	163,000		15	12a(2)
PARKS					
Acquisition of equipment	20,400	20,400		5	28
Park improvements	738,000	738,000	97,000	15	19c
ANIMAL SHELTER					
Animal Shelter facility improvements	30,000	30,000	30,000	15	12a(2)
GOLF COURSE					
Acquisition of golf cart replacements	31,000	31,000		5	32
Planning for Clubhouse replacement	50,000	50,000		5	62
Acquisition of large rotary mower	60,000	60,000		15	28
Acquisition of triplex mower	35,000	35,000		15	28
WATER DEPARTMENT					
Water System Improvements, consisting of Seaman Road[(1)] and Nancy Court well rehabilitation	2,550,000	2,550,000	1,350,000[(1)]	40	1

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
Acquisition of generators	300,000	300,000		10	13
TOTAL CAPITAL PLAN 2021	**$8,980,677**	**$8,980,677**	**$1,623,000**		

(1) Total cost of the Seaman's Road water system improvement project is approximately $5,500,000, with an estimated $3,000,000 of said cost expected to be paid from a New York State Environmental Facilities Corporation ("EFC") grant.

Ordinance 6-G



2021 CAPITAL BORROWING

The five-year capital plan has been developed by the Mayor in conjunction with each respective department head. As part of its development, each department presented their requirements to improve, enhance, and further develop the City's deteriorated infrastructure and provide appropriate public safety equipment and transportation for our first responders providing adequate resources to properly perform their jobs, as well as, ensuring their safety and the safety of our community.

As with any projection, this plan is subject to change based on varying factors, some not known at the time of its development and some to be determined based on the results of engineering/design reports necessary for certain projects, however, it provides the City's strategic vision and direction for infrastructure, equipment, vehicle, and public safety resource improvements over the next five years. The City's financial condition must be re-evaluated each year prior to adopting any bond ordinance ensuring the capital plan continues to fiscally fit within the confines of the City's operating budget.

Furthermore, as subsequent year projects are further evaluated, priorities may change causing certain projects to shift to different years and/or no longer be considered for implementation. In the interim, departments will continue to source grant availability for their respective projects.

The 2021 capital borrow includes $7,902,677, representing department requirements, plus $1,078,000 for the NYPA LED Light Project for a **total combined borrow of $8,980,677**.

DEPARTMENT HIGHLIGHTS

DPW ROADS, SANITATION AND ADMINISTRATION

The 2021 capital borrow includes $2,079,148 of infrastructure, equipment, and transportation improvements. This consists primarily of $1,475,000 related to the City's roadway project which includes the rehabilitation of City streets and other general requirements such as asphalt, concrete, tree planting/removal and road striping. Additionally, there is $301,148 of heavy-duty road equipment and vehicle/part replacements required due to age and damage (plow truck, rack body truck w/ liftgate, sanitation and Jet Vac truck body/part replacements), $110,000 for a replacement generator located at the DPW Yard, $80,000 related to waterproofing City Hall building and cathodic protection at ferry terminal, $43,000 in additional funds needs to replace the court house roof which a portion was borrowed in 2020 and will be partially offset by reimbursements received from the NYS Unified Court System for preventative maintenance and repairs, and $70,000 in various other projects (greenhouse, salt shed and space savings furniture modules maximizing space and safety considerations for DPW offices).

POLICE DEPARTMENT

The City's plan is to replace the Police Department's aged fleet with new vehicles over time and cycle out the older vehicles to AUX and/or other City departments in need of replacement vehicles. This will significantly reduce subsequent years' budgets by hundreds of thousands of dollars in repair and maintenance costs as typically spent in past years. The newer vehicles will be under warranty and therefore only preventative maintenance costs would be necessary. Also, once older vehicles have cycled through the departments, there would be revenue generation from the potential auction of vehicles no longer of value to the City.

In 2020 the Water department received a decommissioned PD vehicle which resulted in a $65,000 budget savings. In 2021, because of new PD vehicles purchased in 2020, two aged out vehicles will be transferred to AUX which allowed for

2021 CAPITAL BORROWING

the removal of vehicles from AUX's 2021 capital request and the potential auction of two older AUX vehicles. Additionally, a PD vehicle will be transitioned to DPW and repurposed for use as a maintenance vehicle, whereby allowing for the elimination of a maintenance van from DPW's 2021 capital request.

The Police Department averages approximately $100,000 annually on repair costs to its fleet. Over the past couple of years there have been many vehicles having catastrophic mechanical failures resulting in significant repair costs and can possibly cause injury to an officer.

FIRE DEPARTMENT

The 2021 capital borrow includes approximately $1 million of new fire apparatus including the acquisition of one Seagrave Pumper truck to replace a nearly 30-year-old engine at a cost of $780,000 and approximately $75,000 of related equipment such as Scott packs, radios, hoses, and tools.

The older engines have electrical system failures, replacement parts are no longer available, and the fabrication of parts is not cost effective. As a safety concern, some of the much older engines are not in compliance with certain safety standards. It is imperative that the City's firefighters are ensured their safety so they can protect the safety of our community.

A Chief's vehicle needs replacement in the amount of approximately $80,000 which will be partially reimbursed by a $50,000 DASNY grant.

Also included is $50,000 related to professional and engineering fees for the assessment of firehouse building improvements which have not yet been determined. Once a list of improvements is determined, they will be prioritized and implemented over the next several years.

FIRE DISPATCH

The City needs to upgrade its first responder communications infrastructure such that City-wide first responders including Fire, EMS and Police Departments can effectively communicate with one another during emergency response situations.

The microwave radio system needs to be upgraded including the construction of a new tower to be tentatively located at the firehouse. Fire, EMS, and PD communications infrastructure is more than 12 years old, and the current radio equipment is no longer supported by Motorola. The microwave between the Water Tank, FD and PD is 8 plus years old and has taken many lightning hits. The manufacturer of the current microwave is just about out of business and parts are basically not available. The new microwave equipment offers more bandwidth and redundancy with a better warranty and is a large company offering more security. Fire and EMS have had intermittent and poor coverage with their radios for years in the north part of Glen Cove.

EMS/AMBULANCE CORPS

The 2021 capital borrow includes $237,500 primarily due to the acquisition of emergency equipment in the amount of $155,000 consisting of a bariatric transportation device at a cost of $60,000 and mechanical CPR systems at a cost of $95,000. The CPR equipment will be offset by a Nassau County grant in the amount of $38,000. Also included is the acquisition of a new Chief's vehicle in the amount of $72,500 which was totaled in an accident in prior year.

2021 CAPITAL BORROWING

SENIOR CENTER

The Senior Center is evaluating the use of the second floor and will incur professional and engineering costs in 2021 related to this assessment. The second-floor expansion would better utilize a tremendous amount of unused and unoccupied space. There is office space on the second floor which can be refitted to accommodate additional offices with the potential of rental space. The Senior Center can at some point possibly house the Youth Bureau and can be utilized more like a Community Center. The additional space on the second floor could potentially be used for the kids who attend the Youth Bureau.

Once engineering and design plan is completed, the City will be in a better position to assess the cost of construction more accurately in the five-year plan.

DPW PARKS

The 2021 capital borrow includes $758,400 for park and beach improvements primarily related to replacing the Stanco Park playground flooring with a safety approved rubber surface in the amount of $250,000, Basketball court renovations (asphalt) at City Stadium and Prybil Beach totaling $85,000 which will be partially offset by a CDBG grant in the amount of $39,000, Prybil Beach pier repairs and rehabilitation design totaling $85,000, various other Prybil beach improvements (bathrooms, concession stands, life guard stands, and sand) totaling $110,000, professional/engineering fees related to Morgan Park improvements to be constructed in 2022 totaling $35,000, new equipment (leaf blower [new] and ride on mower [replacement]) totaling $20,400, Veteran's remembrance walk totaling $58,000 which will be fully funded by a grant, Caretaker building rehabilitation/improvements totaling $50,000, Crescent Beach bathroom renovations/upgrade totaling $20,000, and all other park/beach improvements totaling $45,000.

GOLF COURSE

The 2021 capital borrow includes $176,000 primarily for grounds equipment (large rotary mower for golf roughs and triplex mower for greens, collar, and approaches; these mowers are 10 to 15 years old and no longer cost-effective to operate) totaling $95,000, professional/engineering fees related to Clubhouse replacement totaling $50,000, and golf cart replacements (10 used replacements) totaling $31,000. The plan is to phase out the gas-powered carts and replace with electric models.

LED LIGHTING NYPA PROJECT

There was a resolution adopted in April 2019 to enter into an Energy Services Master Cost Recovery Agreement with New York Power Authority ("NYPA") to upgrade to LED street lighting. The cost of this project was $1.1 million and would conceptually "pay for itself" over a 13-year recovery period, which would be electricity and maintenance savings resulting from less wattage and maintenance required for the LED lighting infrastructure. The expected result would be an annual loan payment to NYPA in the amount of approximately $106,000 (based on an estimated 4.00% interest rate) which would then be offset by approximately the same amount in annual electricity/equipment repair savings. Now that the project has been completed, the City learned the interest rate would be 4.28%, which is approximately double the municipal bond interest rate the City anticipates for our current borrowing. Bonding for this project over the same term as the NYPA financing arrangement will realize interest **savings of approximately $160,000**.

2021 CAPITAL BORROWING

WATER DEPARTMENT

The City of Glen Cove is facing a major undertaking regarding the upgrade of its water infrastructure, both at present and in the near-term. In 2014, it was determined by the Nassau County Department of Health that the City was not in compliance with the minimum standards (based on population and other factors) of having six (6) wells in service. Water infrastructure is a critical issue, given the population of the City now and in the future. Over the past few years, Glen Cove has added over 550 multifamily housing units at its Waterfront, redeveloped from former blighted and contaminated properties, and nearly 150 apartment units to its Downtown. Over the next 5-10 years, it is anticipated that approximately 800-1,000 additional multifamily housing units will be built and occupied within the City.

In 2020, the City spent $176,000 to purchase water from a nearby municipality, even with water conservation measures in place. For water availability letters to be issued for revitalization efforts that will boost the local economy and provide greater housing choice in the City, significant water infrastructure work is required.

Seaman's Road Well - the rehabilitation of the Seaman's Rd. well is currently under construction. Proceeds from a previous bond issuance have been used to facilitate its design and partial construction. The 2021 capital borrow includes additional funds required to close out this project.

There is a grant from New York State Environmental Facilities Corporation ("EFC") in the amount of $3 million which will be applied to the Seaman's Road water system improvements. The amount included in our 2021 capital plan is in addition to bond proceeds received in 2018 and are required to meet the total project cost of approximately $5.5 million. Being that the EFC has a holdback requirement of 25% of the grant until project completion, an expectation of certain change orders and certain cash flow obligations required throughout construction, the City needs to borrow "new money" to completely fund the project until completion. Once the project is fully reimbursed, any residual bond proceeds will be used to pay debt service.

Nancy Court Pump Station - the rehabilitation of the Nancy Court Pump Station is anticipated to begin in the fall of 2021, following peak water use season. It is critical that this valuable water resource is kept in service on order to meet demand. This project is the most shovel ready of the City's requests, with the commencement of design and engineering services for the project in March 2021.

McLoughlin Street Storage Tank - the rehabilitation of the McLoughlin Street Elevated Water Storage Tank is key to well capacity in the City and needs to be upgraded to meet certain standards and due to age. This work will include a complete rehabilitation of the interior tank structure, in addition to painting of the tank exterior.

Duck Pond Road Well - the Duck Pond Road Well (#30, 31 & 32) New Packed Tower Aeration Facility, Generator & MCC Replacement, the City installed a temporary air stripper at the site in 2018; however, the temporary air stripper only had 2-5 years of useful life remaining, and the City has been incurring additional costs for a noise attenuation system to mitigate impacts to the community. A permanent air stripper, along with a permanent generator for resiliency during storm events is needed to keep these three (3) critical wells in service. Without these wells, the City's water capacity would be severely impacted.

Leech Circle Elevated Water Tank - the Replacement of the Leech Circle Elevated Water Tank will tie into the capacity of the earlier mentioned McLoughlin Street storage tank and greatly boost water capacity overall for the City, with the replacement of the existing 250,000-gallon tank with a 1-million-gallon tank.

2021 CAPITAL BORROWING

There are grants totaling $1.6 million associated with the 2021 capital borrowing. Additionally, the LED Lighting NYPA Project will be completely funded, including interest associated with borrowing, by the expected electric and maintenance savings of approximately $1.4 million (over the expected repayment term) because of this lighting conversion. Combined, this represents a $3.0 million offset to the $8,980,677 borrowing

FIVE YEAR PLAN SUMMARY

DEPARTMENT	2021	2022	2023	2024	2025	TOTAL
DPW - ADMIN	$ 148,000	$ 125,000	$ 415,000	$ -	$ 45,000	$ 733,000
DPW - SANITATION	$ 120,511	$ -	$ 161,710	$ -	$ 164,000	$ 446,221
DPW - ROADS	$ 1,810,637	$ 2,659,116	$ 2,202,000	$ 2,150,000	$ 2,150,000	$ 10,971,753
POLICE DEPARTMENT	$ 226,730	$ 253,100	$ 222,800	$ 260,500	$ 211,000	$ 1,174,130
TRAFFIC PATROL OFFICERS	$ 6,095	$ -	$ -	$ -	$ -	$ 6,095
FIRE DEPARTMENT	$ 995,000	$ 1,295,000	$ 85,000	$ 1,860,000	$ 1,115,000	$ 5,350,000
FIRE DEPARTMENT DISPATCH	$ 300,000	$ 265,500	$ -	$ -	$ -	$ 565,500
EMS/AMBULANCE CORPS	$ 237,500	$ 278,500	$ 227,500	$ 284,000	$ 287,500	$ 1,315,000
HARBOR PATROL	$ 80,804	$ 37,250	$ 28,930	$ -	$ -	$ 146,984
SENIOR CENTER	$ 163,000	$ 854,500	$ 290,000	$ 370,000	$ 262,000	$ 1,939,500
PARKS	$ 758,400	$ 1,290,000	$ -	$ -	$ -	$ 2,048,400
ANIMAL SHELTER	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
GOLF COURSE	$ 176,000	$ 477,000	$ 162,000	$ 212,000	$ 82,000	$ 1,109,000
WATER DEPARTMENT	$ 2,850,000	$ 2,500,000	$ 7,250,000	$ 4,400,000	$ 4,000,000	$ 21,000,000
TOTAL DEPARTMENTS	$ 7,902,677	$ 10,034,966	$ 11,044,940	$ 9,536,500	$ 8,316,500	$ 46,835,583
NYPA LED PROJECT	1,078,000					1,078,000
TOTAL CAPITAL BORROWING	$ 8,980,677	$ 10,034,966	$ 11,044,940	$ 9,536,500	$ 8,316,500	$ 47,913,583

The bond ordinance, when adopted at the April 13th Council meeting, will commence the bond issuance process. The process generally takes 6-8 weeks before we receive bond proceeds.

CITY OF GLEN COVE
CAPITAL BORROWING PROJECTIONS
FIVE YEAR CAPITAL PLAN

DEPARTMENT	PROJECT DESCRIPTION	2021	2022	2023	2024	2025	TOTAL
DPW - ADMIN	Upgrade fire alarm system (24 years old)			65,000			65,000
	Window replacements (2nd floor conference room and Mayor's office)			75,000			75,000
	Waterproofing City Hall building (engineering/construction)	50,000					50,000
	Cathodic protection at ferry terminal	30,000					30,000
	Replacement of Court roof	43,000					43,000
	Acquisition of new furniture (space saving modules)	25,000					25,000
	Acquisition of new maintenance van					45,000	45,000
	Bathroom renovations (3rd floor; majority of work done in-house)			25,000			25,000
	Installation of elevator II (engineering/construction costs)		25,000	250,000			275,000
	Replacement of ducts throughout City Hall		45,000				45,000
	First floor mezzanine (professional services)		25,000				25,000
	Bridge to adjacent building (professional services) [if lease agreement executed]		30,000				30,000
TOTAL		**$ 148,000**	**$ 125,000**	**$ 415,000**	**$ -**	**$ 45,000**	**$ 733,000**
DPW - SANITATION	Replacement refuse body for sanitation truck (#86)	66,511					66,511
	Acquisition of rack body truck w/ electric lift gate	54,000					54,000
	Acquisition of new sanitation truck			161,710		164,000	325,710
TOTAL		**$ 120,511**	**$ -**	**$ 161,710**	**$ -**	**$ 164,000**	**$ 446,221**
DPW - ROADS	Road and Drainage improvements (professional/construction)	1,300,000	1,800,000	1,800,000	1,800,000	1,800,000	8,500,000
	Jet Vac Truck (pumps debris from storm drains) pump replacement	26,883					26,883
	Jet Vac Truck (pumps debris from storm drains) body replacement		78,532				78,532
	Acquisition of replacement Leaf Vac machine (replaces #68)	10,399					10,399
	Acquisition of replacement 9' dump body (installed on existing 2006 F350 chassis)	13,385					13,385
	Acquisition of plow truck (replacement #69)	129,970					129,970
	Acquisition of pick-up truck with plow and sander		50,584				50,584
	Acquisition of roll-off/dumpster truck		180,000				180,000
	Acquisition of pick-up truck with plow and sander			52,000			52,000
	General requirements; concrete, asphalt, tree planting/removal, road striping	175,000	300,000	350,000	350,000	350,000	1,525,000
	Acquisition of salt shed (professional services/construction)	25,000	250,000				275,000
	Acquisition of generator (DPW Yard replacement)	110,000					110,000
	Acquisition of greenhouse (professional services) (Beautification)	20,000					20,000
TOTAL		**$ 1,810,637**	**$ 2,659,116**	**$ 2,202,000**	**$ 2,150,000**	**$ 2,150,000**	**$ 10,971,753**
POLICE DEPARTMENT	Acquisition of three (3) police patrol vehicles	175,671	178,000	181,000	184,000	187,000	905,671
	Acquisition of police patrol car radios (3)	23,059	23,500	23,500	24,000	24,000	118,059
	Acquisition of two (2) replacement license plate readers		18,500		19,000		37,500
	Police Headquarter building improvements and repairs		25,000		25,000		50,000
	Window replacements (21 windows) [5 replacements per year]	8,000	8,100	8,300	8,500		32,900
	Computer upgrades (desktops, patrol vehicles, TraCS system/scanners)	10,000					10,000
	Scheduling software	10,000					10,000
	Acquisition of workstation upgrades for Report Room			10,000			10,000
TOTAL		**$ 226,730**	**$ 253,100**	**$ 222,800**	**$ 260,500**	**$ 211,000**	**$ 1,174,130**
TRAFFIC PATROL OFFICERS	Replacement floor for trailer	6,095					6,095
TOTAL		**$ 6,095**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,095**

CITY OF GLEN COVE
CAPITAL BORROWING PROJECTIONS
FIVE YEAR CAPITAL PLAN

DEPARTMENT	PROJECT DESCRIPTION	2021	2022	2023	2024	2025	TOTAL
FIRE DEPARTMENT	Acquisition of Chief Vehicles (1) [Senator Gaughram DASNY grant]	80,000					80,000
	Acquisition of Chief Vehicles (2) [$80k estimate per vehicle]		160,000				160,000
	Acquisition of New Seagrave Class A Pumpers (3)	780,000	800,000			820,000	2,400,000
	Acquisition of Truck Equipment for New Seagrave Class A Pumpers	75,000	75,000	75,000	100,000	185,000	510,000
	Acquisition of New Seagrave Aerial scope 95' Tower Ladder (1)				1,650,000		1,650,000
	Acquisition of Truck Equipment for New Seagrave Aerial scope 95' Tower Ladder				100,000	100,000	200,000
	Engineer/professional services for Firehouse building improvements (const. TBD)	50,000					50,000
	Acquisition of turnout gear (Assemblyman Lavine DASNY grant)		250,000				250,000
	Alpine Software (Red Alert) upgrades, new modules and programing	10,000	10,000	10,000	10,000	10,000	50,000
TOTAL		**$ 995,000**	**$ 1,295,000**	**$ 85,000**	**$ 1,860,000**	**$ 1,115,000**	**$ 5,350,000**
FIRE DEPARTMENT DISPATCH	Acquisition of 2 new repeaters to replace 2 old repeaters and add 1 new site (FD)		235,000				235,000
	Replace the railings at the top of the tower that holds all antennas		-				-
	New T1 phone lines to all repeaters and remove Verizon copper lease lines			-			-
	Have McLoughlin St. water tank connected to Nassau County generator		-				-
	Three (3) APX 8000 radios (same as PD radios)		24,000				24,000
	Acquisition of 12,000 BTU mini split ductless heat and AC unit for Dispatch office		6,500				6,500
	City-wide first responder (FD, PD, EMS) microwave radio system upgrade (incl. tower)	300,000					300,000
TOTAL		**$ 300,000**	**$ 265,500**	**$ -**	**$ -**	**$ -**	**$ 565,500**
EMS/AMBULANCE CORPS	Acquisition of replacement first responder vehicle (vehicle totaled)	72,500					72,500
	Acquisition of bariatric transportation devices (power load & power pro stretcher)	60,000					60,000
	Computer upgrades & Alpine software upgrades	10,000	2,000	12,000	5,000	5,000	34,000
	Lucas 3 (Mechanical CPR System) [3 units]	57,000					57,000
	Lucas 3 (Mechanical CPR System) via Nassau County Grant [2 units]	38,000					38,000
	Acquisition of first responder vehicle (2009 Silverado)			72,500			72,500
	Acquisition of replacement vehicle (Chief's 2010 Ford Expedition)				72,500		72,500
	Acquisition of replacement vehicle (Chief's 2010 Ford Expedition)		72,500				72,500
	Acquisition of replacement vehicle (Chief's 2015 Chevrolet Suburban)					72,500	72,500
	Building upgrades		7,500	25,000		10,000	42,500
	Acquisition of replacement ambulance				200,000		200,000
	Acquisition of replacement ambulance					200,000	200,000
	Radio repeater system		190,000	105,000			295,000
	Carbon monoxide monitoring		6,500	13,000	6,500		26,000
TOTAL		**$ 237,500**	**$ 278,500**	**$ 227,500**	**$ 284,000**	**$ 287,500**	**$ 1,315,000**
HARBOR PATROL	Acquisition of vehicle (2020 Ford F150 Special Services Vehicle 4WD Supercrew)	39,994					39,994
	Acquisition of portable radios (5 replacements; 2, 2 and 1 over 3 years)	16,640	16,640	8,320			41,600
	Acquisition of boat radios (6 replacements; 2 per year over 3 years)	15,610	15,610	15,610			46,830
	Equipment upgrades (bulletproof vests w/ outer carrier) (5 in 2022 and 5 in 2023)		5,000	5,000			10,000
	Upgraded camera system (acquisition of 8 replacement cameras)	8,560					8,560
TOTAL		**$ 80,804**	**$ 37,250**	**$ 28,930**	**$ -**	**$ -**	**$ 146,984**

CITY OF GLEN COVE
CAPITAL BORROWING PROJECTIONS
FIVE YEAR CAPITAL PLAN

DEPARTMENT	PROJECT DESCRIPTION	2021	2022	2023	2024	2025	TOTAL
SENIOR CENTER	1st Floor Building Improvements (A/C Parts / Installation)	35,000					35,000
	Professional Services; Design of AC Rehab / Upgrade	60,000					60,000
	Professional Services; Assessment / Evaluation for Basement / ADP Plumbing	25,000					25,000
	Basement / ADP Building Improvements (Windows and Blinds)	18,000					18,000
	Professional Services; Evaluation for Building Improvements (2nd Flr Expansion)	25,000					25,000
	Vehicle; Handicap Bus			80,000			80,000
	Basement / ADP Building Improvements (Plumbing)		100,000				100,000
	Walk-In Refrigerator		32,000				32,000
	Building Improvements (AC System)		650,000				650,000
	1st Floor Building Improvements (Windows and Blinds)		22,500				22,500
	Professional Services; Design Plan for Building Improvements (2nd Flr Expansion)		50,000				50,000
	Basement / ADP Building Improvements (Flooring)			45,000			45,000
	Rose Shop Building Improvements (Flooring)			5,500			5,500
	2nd Floor Building Improvements (Flooring)			9,500			9,500
	Anticipated additional rate as a result of 2021 Assessment (2nd Flr Expansion)			150,000			150,000
	Basement / ADP Building Improvements (A/C and Ventilation)				220,000		220,000
	Anticipated additional rate as a result of 2021 Assessment (2nd Flr Expansion)				150,000		150,000
	1st Floor Building Improvements (Dining Room Doors / Porch)					100,000	100,000
	Building Improvements (Exterior Painting)					12,000	12,000
	Anticipated additional rate as a result of 2021 Assessment (2nd Flr Expansion)					150,000	150,000
TOTAL		**$ 163,000**	**$ 854,500**	**$ 290,000**	**$ 370,000**	**$ 262,000**	**$ 1,939,500**
PARKS	Acquisition of hurricane leaf blower (new)	10,625					10,625
	Acquisition ride on mower (replacement)	9,775					9,775
	Basketball court renovations (asphalt) City Stadium and Pyrbil Beach	85,000					85,000
	Acquisition of flooring for Stanco Park playground (safety approved rubber surface)	250,000					250,000
	Acquisition of enclosures for stockpile material (red/brown clay)	10,000					10,000
	Acquisition of beach sand	15,000					15,000
	Replace wooden dock poles for boat ramp	10,000					10,000
	Park improvements (professional services related to Morgan Park improvements)	35,000					35,000
	Park improvements (professional services related to Prybil Beach improvements)	25,000					25,000
	Renovation of Morgan Park upper bathrooms		350,000				350,000
	Renovation of Prybil Beach bathrooms	50,000					50,000
	Prybil Beach concession stand improvements	15,000					15,000
	Morgan Park concession stand improvements		15,000				15,000
	Prybil Beach lifeguard stand upgrades/replacements	5,000					5,000
	First Aid pavilion improvements		25,000				25,000
	Prybil Beach pier repairs ($35k) rehabilitation design ($50k) and construction (2022)	85,000	400,000				485,000
	Caretaker building rehabilitation/improvements	50,000					50,000
	Morgan Park seawall improvement completion		500,000				500,000
	Crescent Beach bathroom renovations/upgrade	20,000					20,000
	Veteran's remembrance walk (grant funded)	58,000					58,000
	Leech Circle dog park flooring replacement	25,000					25,000
TOTAL		**$ 758,400**	**$ 1,290,000**	**$ -**	**$ -**	**$ -**	**$ 2,048,400**
ANIMAL SHELTER	Animal Shelter facility improvements (dog run and isolation unit)	30,000					30,000
TOTAL		**$ 30,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 30,000**

CITY OF GLEN COVE
CAPITAL BORROWING PROJECTIONS
FIVE YEAR CAPITAL PLAN

DEPARTMENT	PROJECT DESCRIPTION	2021	2022	2023	2024	2025	TOTAL
GOLF COURSE	Acquisition of golf cart replacements (10 pre-owned replacements per year)	31,000	37,000	37,000	37,000	37,000	179,000
	Clubhouse replacement (professional services 2021, construction 2022)	50,000	350,000				400,000
	Driving range structure repairs (including painting)			50,000			50,000
	Acquisition of large rotary mower for golf roughs (1)	60,000					60,000
	Acquisition of triplex mower for greens, collar and approaches (1)	35,000					35,000
	Acquisition of maintenance carts (1)		15,000				15,000
	Acquisition of triplex mower for greens (2)			35,000	35,000		70,000
	Reconstruction of Golf Course bunkers (six holes per year)		40,000	40,000	40,000		120,000
	Acquisition of pick-up truck		35,000				35,000
	Acquisition of fairway mower (1)				65,000		65,000
	Acquisition of triplex mower for tee boxes (1)				35,000		35,000
	Acquisition of bunker rake					20,000	20,000
	Acquisition of rotary mower for greens and tee surrounds (1)					25,000	25,000
TOTAL		**$ 176,000**	**$ 477,000**	**$ 162,000**	**$ 212,000**	**$ 82,000**	**$ 1,109,000**
WATER DEPARTMENT	Seaman Road well rehabilitation	1,350,000					1,350,000
	Nancy Court water well rehabilitation	1,200,000	1,000,000				2,200,000
	Acquisition of generators to be located at Kelly St & Duck Pond Rd.	300,000	300,000				600,000
	Additional well locations at GCHS and Coles School (pre-work for permit approval)		500,000				500,000
	Acquisition of permanent air stripper at Duck Pond Rd. (engineering/construction)		500,000	3,750,000	4,000,000		8,250,000
	McLoughlin St. water tank rehabilitation		200,000	3,500,000			3,700,000
	Leech Circle water tank replacement (replace 250k gallon tank w/ a 1Mgallon)				400,000	4,000,000	4,400,000
TOTAL		**$ 2,850,000**	**$ 2,500,000**	**$ 7,250,000**	**$ 4,400,000**	**$ 4,000,000**	**$ 21,000,000**
TOTAL CAPITAL BORROWING BY DEPARTMENT		**$ 7,902,677**	**$ 10,034,966**	**$ 11,044,940**	**$ 9,536,500**	**$ 8,316,500**	**$ 46,835,583**
NYPA LED PROJECT	LED lighting replacement upgrade program through NYPA	1,078,000					1,078,000
TOTAL CAPITAL BORROWING PLAN		**$ 8,980,677**	**$ 10,034,966**	**$ 11,044,940**	**$ 9,536,500**	**$ 8,316,500**	**$ 47,913,583**

Hawkins
DELAFIELD & WOOD LLP

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March 26, 2021

City of Glen Cove, New York
Bonds for 2021 Capital Improvement Plan
(Our File Designation: 3203/)

Michael A. Piccirillo
City Controller
City of Glen Cove
Department of Finance
City Hall
Glen Cove, New York 11542

Dear Mike:

Pursuant to your request, I am sending along to you a draft of the Extract of Minutes of a City Council meeting to be held on April 13, 2021, showing adoption of the above bond ordinance and providing for publication, *in summary*.

Please note that the bond ordinance is to be adopted by at least a two-thirds vote of the entire City Council membership. Therefore, five (5) affirmative votes are required for adoption.

The *summary form* of the bond ordinance, together with the prescribed form of Clerk's statutory notice, is included herewith for publication in the official City newspaper. As you will recall, such publication of the bond ordinance, in summary, commences a 20-day statute of limitations period pursuant to the provisions of Section 80.00 et seq. of the Local Finance Law.

I am forwarding the enclosed bond ordinance with the understanding that all requirements of the New York State Environmental Quality Review Act ("SEQRA") have been complied with or will be complied with prior to adoption of this bond ordinance.

Please obtain and forward to me a certified copy of the Extract of Minutes and an original Affidavit of Publication.

With best regards, I am

Very truly yours,

William J. Jackson

WJJ/ml
Enclosures

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Glen Cove, in the

County of Nassau, New York

April 13, 2021

* * *

A regular meeting of the City Council of the City of Glen Cove, in the County of Nassau, New York, was held at the City Hall, Glen Cove, New York, on April 13, 2021.

There were present: Hon. Timothy Tenke, Mayor; and

Councilpersons:

There were absent:

Also present: Gaspare G. Tumminello, City Clerk

* * *

_____ offered the following ordinance and moved its adoption:

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED APRIL 13, 2021, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $8,980,677, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSES, AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,980,677 TO FINANCE SAID APPROPRIATION

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

Section 1. The City Council of the City is hereby authorized to construct, acquire or undertake the various projects as described in **column A of Schedule I**, attached hereto and made a part hereof, at the estimated maximum costs indicated in **column B of said Schedule I**. The estimated total cost of such projects, including preliminary costs and costs incidental thereto and the financing thereof, is $8,980,677 and said amount is hereby appropriated for such purposes. The plan of financing includes the issuance of bonds of the City in the principal amount of not to exceed $8,980,677 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. Any grant and other funds received on account of the projects referred to in **column D of said Schedule I** are hereby authorized to be

applied toward the cost of such projects or the payment of debt service relating to any bonds or notes issued to finance such projects.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed $8,980,677 are hereby authorized to be issued in the principal amounts indicated in **column C of said Schedule I** for each of the respective objects or purposes indicated in **column A of said Schedule I**, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes and classes of objects or purposes for which said bonds are authorized to be issued, within the limitations of §11.00 a. of the Law as indicated in **column F of said Schedule I**, are set forth in **column E of said Schedule I**.

Section 4. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this ordinance. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the City for expenditures made after the effective date of this ordinance for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of

validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this ordinance and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the City Controller, the chief fiscal officer of the City.

Section 7. The validity of the bonds authorized by this ordinance, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

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

Section 8. This bond ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing ordinance, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in the "*Glen Cove Herald Gazette*," a newspaper having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

The adoption of the foregoing ordinance was seconded by

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

AYES:

NOES:

The ordinance was declared adopted.

****

Schedule I

2021 Capital Improvement Plan

A Project Description (object or purpose)	B Estimated Maximum Cost	C Amount of Bonds Authorized	D Grant Funds	E Period of Probable Usefulness	F PPU Section 11.00 a Reference
DPW - ADMIN					
Replace Court Roof	$43,000	$43,000		15	12(a)(2)
Waterproofing City Hall building	50,000	50,000		5	35
Cathodic protection at ferry terminal	30,000	30,000		5	35
Acquisition of new furniture	25,000	25,000		5	32
DPW - SANITATION					
New refuse body for sanitation truck	66,511	66,511		15	28
Acquisition of rack body truck	54,000	54,000		15	28
DPW - ROADS					
Road and Drainage improvements	1,300,000	1,300,000	18,000	15	20(c)
Purchase of a replacement pump	26,883	26,883		15	28
Acquisition of Leaf Vac machine	10,399	10,399		5	28
Replacement body for truck	13,385	13,385		5	28
Acquisition of plow truck	129,970	129,970		15	28
General improvements	175,000	175,000	40,000	5	35
Planning for construction of a salt shed	25,000	25,000		15	11(c)
Acquisition of generator	110,000	110,000		10	13
Planning for greenhouse construction	20,000	20,000		5	62
LED Light replacements (NYPA project)	1,078,000	1,078,000		13	5
POLICE DEPARTMENT					
Acquisition of police patrol vehicles and related equipment	175,671	175,671		3	77
Acquisition of police patrol car radios	23,059	23,059		10	25
Building improvements	8,000	8,000		15	12(a)(2)
Acquisition of computer hardware and software	20,000	20,000		5	32 and 108
TRAFFIC PATROL OFFICERS					
Replacement floor for trailer	6,095	6,095		5	35
FIRE DEPARTMENT					

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
Acquisition of Chief Vehicle	80,000	80,000	50,000	3	77
Acquisition of fire truck, including related equipment and apparatus	855,000	855,000		20	27
Planning for Firehouse building improvements	50,000	50,000		5	62
Acquisition of computer hardware and software	10,000	10,000		5	32 and 108
FIRE DEPARTMENT DISPATCH					
Acquisition of City-wide radio communication system	300,000	300,000		10	25
EMS/AMBULANCE CORPS					
Acquisition of replacement first responder vehicle	72,500	72,500		5	29
Acquisition of computer hardware and software	10,000	10,000		5	32 and 108
Acquisition of various equipment	155,000	155,000	38,000	5	32
HARBOR PATROL					
Acquisition of vehicle	39,994	39,994		3	77
Acquisition of portable radios	16,640	16,640		10	25
Acquisition of boat radios	15,610	15,610		10	25
Upgrade of camera system	8,560	8,560		5	32
SENIOR CENTER					
Various building improvements	163,000	163,000		15	12a(2)
PARKS					
Acquisition of equipment	20,400	20,400		5	28
Park improvements	738,000	738,000	97,000	15	19c
ANIMAL SHELTER					
Animal Shelter facility improvements	30,000	30,000	30,000	15	12a(2)
GOLF COURSE					
Acquisition of golf cart replacements	31,000	31,000		5	32
Planning for Clubhouse replacement	50,000	50,000		5	62
Acquisition of large rotary mower	60,000	60,000		15	28
Acquisition of triplex mower	35,000	35,000		15	28
WATER DEPARTMENT					
Water System Improvements, consisting of Seaman Road[(1)] and Nancy Court well rehabilitation	2,550,000	2,550,000	1,350,000[(1)]	40	1

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
Acquisition of generators	300,000	300,000		10	13
TOTAL CAPITAL PLAN 2021	**$8,980,677**	**$8,980,677**	**$1,623,000**		

(1) Total cost of the Seaman's Road water system improvement project is approximately $5,500,000, with an estimated $3,000,000 of said cost expected to be paid from a New York State Environmental Facilities Corporation ("EFC") grant.

CLERK'S CERTIFICATE

I, GASPARE G. TUMMINELLO, City Clerk of the City of Glen Cove, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Glen Cove duly called and held on April 13, 2021, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Glen Cove this ____ day of April, 2021.

(SEAL)

_____
City Clerk

LEGAL NOTICE

The ordinance, a summary of which is published herewith, has been adopted on April 13, 2021, and the validity of the obligations authorized by such ordinance may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF GLEN COVE, in the County of Nassau, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED APRIL 13, 2021, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $8,980,677, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSES, AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,980,677 TO FINANCE SAID APPROPRIATION

The objects or purposes for which the bonds are authorized consist of various capital improvements in and for the City of Glen Cove, as further described in the City's 2021 Capital Improvement Plan, at the estimated total cost of $8,980,677.

The amount of obligations authorized to be issued is not to exceed $8,980,677.

The periods of usefulness are various periods from 3 to 40 years.

A complete copy of the Bond Ordinance summarized above shall be available for public inspection during normal business hours at the office of the City Clerk, City of Glen Cove, City Hall, Glen Cove, New York.

Dated: April 13, 2021
Glen Cove, New York

Resolution 6-H

nassau BOCES
Board of Cooperative Educational Services

20/21-040 Roof Maintenance and Repairs

20/21-040 Roof Maintenance and Repairs

Issue Date: 9/11/2020
Response Deadline: 9/25/2020 12:00 PM (ET)

Contact Information

Contact: Lisa Schwartz Buyer / Deputy Purchasing Agent
Address: PO Box 9195
71 Clinton Road
Garden City, NY 11530-9195
Phone: +1 (516) 396-2231
Fax: +1 (516) 997-1053
Email: lschwartz@nasboces.org

Event Information

Number:	20/21-040 Roof Maintenance and Repairs
Title:	20/21-040 Roof Maintenance and Repairs
Type:	ITB
Issue Date:	9/11/2020
Response Deadline:	9/25/2020 12:00 PM (ET)
Notes:	This bid contains several document attachments that contain important information for potential bidders.

Please review all of the attached documents carefully before responding to this bid opportunity.

You may respond to this bid electronically by clicking the 'Respond' button.

Click the 'Help' button in the upper right-hand corner of the screen to access the Suppliers Users Guide for additional help in responding electronically.

Bid Attachments

20-21-040 Roof Maintenance and Repairs.doc Download

20/21-040 Roof Maintenance and Repairs

G706.pdf Download

G706

G706A.pdf Download

G706A

PRC 2020009110.pdf Download

PRC 2020009110

Bid Attributes

1	**TERMS AND CONDITIONS** By checking this box, you acknowledge that you have read and agree to adhere to the Terms and Conditions of the bid as described in the General Terms & Conditions document that is part of this bid. **You must agree to this statement in order to submit a bid.** ☐ I agree *(Required: Check if applicable)*

2 PERFORMANCE GUARANTEE

BY CHECKING THIS BOX, VENDOR ACKNOWLEDGES THAT THIS BID REQUIRES A PERFORMANCE GUARANTEE IN THE AMOUNT OF $10,000 AS SPECIFIED IN THE ATTACHED DOCUMENTS, AND THAT THIS PERFORMANCE GUARANTEE WILL BE PRODUCED UPON REQUEST, PRIOR TO BID AWARD.

VENDOR ALSO ACKNOWLEDGES THAT ADDITIONAL PERFORMANCE BONDS MAY BE REQUIRED AS PER THE SPECIFICATIONS OF THIS BID.

FAILURE TO PROVIDE THE REQUIRED GUARANTEE WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL BE REJECTED.

☐ I agree
(Required: Check if applicable)

3 REQUIREMENTS ACKNOWLEDGEMENT

By checking this box you acknowledge understanding that the attached bid documents must be printed, completed and returned to our offices prior to the closing date and time of the bid to be considered for award:

1. Bid Form (6 pages, Pages 19-24)

YOU MUST CHECK THIS BOX TO SUBMIT A BID.

☐ I agree
(Required: Check if applicable)

4 INSURANCE ACKNOWLEDGEMENT

By checking this box you acknowledge understanding that after analysis and prior to award of the bid, vendor must submit a Certificate of Insurance as per the specifications found on page 13-14 of 15.

A Certificate of Insurance per the specifications must also be submitted to each participating school district prior to any work under the scope of this bid.

☐ I Understand and agree
(Required: Check if applicable)

5 EXPERIENCE CERTIFICATION

The successful bidder (Contractor) must currently service equipment similar in quantity and complexity to the BOCES requirements listed herein.

Please provide a listing of projects of a similar size and scope in the space provided within the past five years.

You must include:

Type of Work, Date Perfomed, Contract Amount and Name/Address/Phone of Contracting Officer for each project listed.

This information must be provided to submit a bid.

(Required: Maximum 4000 characters allowed)

6 NON-COLLUSION CERTIFICATION

By checking this box, you certify that you are making a statement of non-collusion as required by Section 103-D of the New York State General Municipal Law.

You must read the statement of non-collusion document that is part of this bid prior to checking this box.

You must agree to this statement to submit a bid.

☐ I agree

(Required: Check if applicable)

7 **NON-COLLUSIVE INFORMATION**

Please enter the following information in the space provided to certify your non-collusion statement:

Company Name

Company Address

Bidder's Name

Bidder's Title

This information must be provided to submit a bid.

(Required: Maximum 4000 characters allowed)

8 **PREVAILING WAGE SCHEDULE ACKNOWLEDGEMENT**

BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED THE PREVAILING WAGE SCHEDULE FOR THE FOLLOWING PRC#:

2020009110

THE PREVAILING WAGE SCHEDULE IS AVAILABLE AT THE NEW YORK STATE DEPARTMENT OF LABOR WEBSITE LOCATED AT:

http://www.labor.state.ny.us

YOU MUST CHECK THIS BOX TO SUBMIT A BID.

☐ I have reviewed the Prevailing Wage Schedule.

(Required: Check if applicable)

9 **IRAN DIVESTMENT ACT CERTIFICATION**

By checking this box, you certify that you are not and will not utilize any of the entities found on the "Prohibited Entities List" as required by State Finance Law Section 165-a and New York General Municipal Law Section 103-g.

You must read the Certification of Compliance with the Iran Divestment Act document that is part of this bid prior to checking this box.

You must agree to this statement to submit a bid.

☐ I AGREE

(Required: Check if applicable)

10 **IRAN DIVESTMENT ACT CERTIFICATION INFORMATION**

Please enter the followlwing information in the space provided to certify your Iran Divestment Act Certification statement:

Company Name

Company Address

Company Representative

Title of Company Representative

This information must be provided to submit a bid.

IMPORTANT - PLEASE NOTE:

If you wish to submit a sealed paper bid in lieu of an electronic bid submission, you must view and print the bid attachment above entitled: **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**. This document must be signed in ink and submitted with your paper bid.

(Required: Maximum 4000 characters allowed)

11 NON-BIDDERS RESPONSE

The Board of Cooperative Educational Services is interested in the reasons why prospective bidders fail to submit bids, and in maintaining our bid lists up to date. Failure to submit a bid, or to reply as to a reason for not bidding, will result in removal of your firm from our bidder's list. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

NOTE: Completion & submission of this form is **not** necessary if a bid is made on one or more of the items.

☐ We do not wish to bid at this time.
(Optional: Check if applicable)

12 NON-BIDDERS RESPONSE REASON #1

1. Items or materials not manufactured, distributed, stocked or furnished.

☐ Reason #1 Checked
(Optional: Check if applicable)

13 NON-BIDDERS RESPONSE REASON #2

2. Materials or items we have to offer do not fully meet all the requirements of standards specified.

☐ Reason #2 Checked
(Optional: Check if applicable)

14 NON-BIDDERS RESPONSE REASON #3

3. Multiplicity of delivery points.

☐ Reason #3 checked
(Optional: Check if applicable)

15 NON-BIDDERS RESPONSE REASON #4

4. Delivery quantities too small.

☐ Reason #4 Checked
(Optional: Check if applicable)

16 NON-BIDDERS RESPONSE REASON #5

5. We cannot meet the time of delivery of items or materials specified.

☐ Reason #5 Checked.
(Optional: Check if applicable)

17 NON-BIDDERS RESPONSE REASON #6

6. Insufficient time allowed for preparation and submission of bid.

☐ Reason #6 Checked.
(Optional: Check if applicable)

18 NON-BIDDERS RESPONSE REASON #7

OTHER REASONS (PLEASE DESCRIBE)

(Optional: Maximum 4000 characters allowed)

Bid Lines

1 LABOR RATE (MONDAY - FRIDAY)/ PER HOUR(PER JOURNEYMAN)

Quantity: 1 UOM: HR Price: $ Total: $

Item Notes: THE BIDDER OFFERS TO SUPPLY ALL LABOR, TOOLS, EQUIPMENT AND SUPERVISION FOR THE SATISFACTORY COMPLETION OF ALL WORK AS SPECIFIED IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS OF THIS BID AT THE RATE ENTERED BELOW:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

Item Attributes

1. LABOR RATE / PER HOUR --(IN FIGURES)

PLEASE ENTER LABOR RATE / PER HOUR IN FIGURES (IE: $25.00)

$

(Required: Numbers only)

2. LABOR RATE / PER HOUR -- (IN WORDS)

PLEASE ENTER LABOR RATE / PER HOUR IN WORDS (IE: TWENTY FIVE DOLLARS)

(Required: Maximum 1000 characters allowed)

2 LABOR RATE (MONDAY - FRIDAY)/ PER HOUR(PER APPRENTICE/HELPER)

Quantity: 1 UOM: HR Price: $ Total: $

Item Notes: THE BIDDER OFFERS TO SUPPLY ALL LABOR, TOOLS, EQUIPMENT AND SUPERVISION FOR THE SATISFACTORY COMPLETION OF ALL WORK AS SPECIFIED IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS OF THIS BID AT THE RATE ENTERED BELOW:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

Item Attributes

1. LABOR RATE / PER HOUR --(IN FIGURES)

PLEASE ENTER LABOR RATE / PER HOUR IN FIGURES (IE: $25.00)

$

(Required: Numbers only)

2. LABOR RATE / PER HOUR -- (IN WORDS)

PLEASE ENTER LABOR RATE / PER HOUR IN WORDS (IE: TWENTY FIVE DOLLARS)

(Required: Maximum 1000 characters allowed)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

Board of Cooperative Educational Services

of Nassau County

Please fill out the information below and return this form to the attention of
Mr. Michael Perina, Nassau BOCES Administrative Center
71 Clinton Road, Garden City, New York 11530
(516) 396-2240

COMMODITY: 20/21-040 ROOF MAINTENANCE & REPAIRS

ANTICIPATED AWARD DATE: / /

Applicable Fee: 450.00

Please Check:

Yes	*No*	
☐	☐	I wish to participate. A General Resolution will be forwarded under separate cover after Board approval.
☐	☐	I am interested in receiving a 'download' file of the bid award. I understand the fee will be: $75.00

SIGNATURE: _____
Assistant Superintendent for Business

_____
Please Print Name *Title*

_____
Agency/School District

DATE: _____

Please indicate: ☐ Microcomputer Support (MCS)/NASTECH
☐ Health & Safety Member
☐ Health Office Member

Phone: (516)676-2108
Fax:
5796

CITY OF GLEN COVE
PURCHASING DEPARTMENT

9 GLEN STREET
GLEN COVE, NY 11542
Att'n: NANCY

DISTRICTS: NEW REQUIREMENT

In order to obtain accurate district usage please provide the following information:

Projected Annual Expenditure level for ROOF MAINTENANCE & REPAIRS is approximately: $_____

You may base this information on historical or anticipated allocations.

~ Thank you.

GENERAL RESOLUTION

FOR THE PURPOSE OF

PARTICIPATING IN A COOPERATIVE BID COORDINATED BY

THE BOARD OF COOPERATIVE EDUCATION SERVICES OF NASSAU COUNTY

FOR

Various Commodities and/or Services
As Listed on Pages 1-3 of This Resolution

WHEREAS, the Board of Education, Town of _____ District of New York State (the "Town") wishes to participate in a Cooperative Bidding Program conducted by The Board of Cooperative Educational Services of Nassau County ("Nassau BOCES") for the purchase of various commodities and/or services as authorized by and in accordance with the Education Law and General Municipal Law, Section 119-o; and

WHEREAS, the Town, more particularly, wishes to participate in the joint cooperative bids as listed and checked below (check "yes" or "no"):

	PARTICIPATION	
CORE GROUP:	**YES**	**NO**
(NASSAU BOCES PER BID RATE)		
ABATEMENT AND DISPOSAL OF ASBESTOS & LEAD MATERIALS	____	____
ARTS & CRAFT SUPPLIES	____	____
ASPHALTIC & CEMENT CONCRETE PAVING REPAIR & MAINTENANCE	____	____
ATHLETIC UNIFORMS	____	____
AUDIO VISUAL EQUIPMENT	____	____
AUDIO VISUAL SUPPLIES	____	____
AUTO BODY SUPPLIES	____	____
AUTO MECHANIC SUPPLIES	____	____
AUTOMOBILES – PASSENGER CARS/VANS/TRUCKS	____	____
AUTOMOTIVE AIR CONDITIONING REPAIRS	____	____
BOILER, DUCT & KITCHEN EXHAUST CLEANING	____	____
BUILDINGS & GROUNDS EQUIPMENT	____	____
CALCULATORS	____	____
CARPENTRY, CABINETRY & BUILDING SUPPLIES	____	____
CARPETING & INSTALLATION	____	____

CESSPOOL MAINTENANCE SERVICES	____	____
CHAIN LINK FENCING	____	____
COMPUTER HARDWARE, SOFTWARE, NETWORKING AND SUPPLIES	____	____
CUSTODIAL AND GREEN CUSTODIAL SUPPLIES	____	____
DOORS: HOLLOW METAL, FRAMES & HARDWARE	____	____
FAX & PHOTOCOPY EQUIPMENT, SUPPLIES AND MAINTENANCE	____	____
FINANCING & LEASING OF CAPITAL EQUIPMENT	____	____
FIRE EXTINGUISHERS & SERVICE	____	____
FITNESS EQUIPMENT	____	____
FLOOR TILES & INSTALLATION	____	____
FOOD & BEVERAGE SUPPLIES	____	____
FOOD PREPARATION: PAPER & PLASTIC SUPPLIES	____	____
FOOD SERVICE EQUIPMENT	____	____
FUEL OIL	____	____
FURNITURE: CLASSROOM & OFFICE	____	____
GENERAL SAFETY SUPPLIES	____	____
GENERAL SCHOOL & OFFICE SUPPLIES	____	____
GLAZING SERVICES & SUPPLIES	____	____
GYMNASIUM FLOOR REFINISHING	____	____
GUARD SERVICE (LICENSED, UNIFORMED, UNARMED)	____	____
HAZARDOUS MATERIALS: HANDLING, REMOVAL, TRANSPORTATION & DISPOSAL	____	____
HVAC EQUIPMENT	____	____
HVAC MAINTENANCE & INSTALLATION	____	____
INDUSTRIAL ARTS & WELDING SUPPLIES	____	____
INTERSCHOLASTIC ATHLETIC SUPPLIES	____	____
IRRIGATION SYSTEMS – REPAIR & MAINTENANCE	____	____
LIBRARY SUPPLIES	____	____
MEDICAL & DENTAL SUPPLIES	____	____
MUSICAL INSTRUMENTS & SUPPLIES	____	____
MUSICAL INSTRUMENT RENTALS	____	____
MUSICAL INSTRUMENT REPAIRS	____	____
OIL & GAS BURNER SERVICE	____	____
PAINT & PAINTING SUPPLIES	____	____
PAPER: XEROGRAPHIC, FAX & COPIER	____	____
PHOTOGRAPHY SUPPLIES	____	____
PHYSICAL EDUCATION SUPPLIES	____	____
PLUMBING & HEATING SUPPLIES	____	____
PLUMBING SERVICES	____	____
RECONDITIONING OF ATHLETIC EQUIPMENT	____	____
REFRIGERATION & AIR CONDITIONING SUPPLIES	____	____
ROOF MAINTENANCE & REPAIR	____	____

SCHOOL BUS AIR CONDITIONING INSTALLATION, MAINTENANCE & REPAIRS	____	____
SCHOOL BUS & AUTO PARTS	____	____
SCIENCE SUPPLIES	____	____
SMART BOARDS	____	____
SNACK VENDING SERVICE	____	____
SUBSCRIPTION SERVICES	____	____
TEACHING AIDS	____	____
TOOLS: POWER & HAND	____	____
TREE MAINTENANCE	____	____
UNIFORMS – GENERAL	____	____
VEHICLE REPAIRS	____	____
VENETIAN BLINDS & SHADES	____	____

NOW THEREFORE, BE IT RESOLVED that the Town hereby appoints Nassau BOCES as its representative and agent in all matters related to the Cooperative Bidding Program, including but not limited to responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the School District and making recommendations thereon, and

BE IT FURTHER RESOLVED that Nassau BOCES is hereby authorized to award cooperative bids on behalf of the Town to the bidder deemed to be the lowest responsible bidder meeting the bid specifications and otherwise complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts and to enter into contracts for the purchase of the commodities and/or services as authorized herein, and

BE IT FURTHER RESOLVED, that the Town hereby authorizes its School Business Administrator or his/her designee on behalf of the School District to participate in cooperative bidding conducted by Nassau BOCES and if requested to furnish Nassau BOCES an estimated minimum number of units that will be purchased and such other documents and information which may be reasonably necessary or useful in conducting the Cooperative Bidding Program, and

BE IT FURTHER RESOLVED, that the Town agrees to assume its equitable share of the administrative costs of the cooperative bidding program and all of its obligations and responsibilities pursuant to any contract that may be awarded by Nassau BOCES on behalf of the School District.

_____ _____

Business Official Date

_____

Town Name

LETTER OF INTENT

FOR THE PURPOSE OF

PARTICIPATING IN A COOPERATIVE BID COORDINATED BY

THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY

FOR

Various Commodities and/or Services

BE IT KNOWN, that by this Letter of Intent that the Town indicated below plans to participate in the comprehensive cooperative bids conducted by the Board of Cooperative Educational Services of Nassau County, in accordance with the terms of the General Resolution.

The executed General Resolution will be forwarded subsequent to the Board approval, as required by New York State General Municipal Law (Section 119.0).

_____ _____

Business Official/Supt. Date

_____

Town Name

Resolution 6-K



Mayday Communications, Inc.

Sales Agreement
for
City of Glen Cove Police Department

This Service Agreement is between Mayday Communications, Inc., at 19 Gazza Boulevard, Farmingdale, NY 11735 (Seller) and City OF Glen Cove Police Department ,1 Bridge St , Glen Cove ,NY 11542 (Purchaser). Mayday Communications, Inc. agrees to sell or provide, and City Of Glen Cove agrees to purchase the following System Upgrade and service as outlined below :

1) **Verint VMR 12 Channel Recording Solution Upgrade : GSA#GS35T-0661T**

- 12 usable channels for analog input / VOIP recording (telephone and radio). Channels that are connected to POTS lines will have positive start & stop (via voltage sensing) and read caller ID from the POTS line
- 2 x 8 channel analog cards
- **Includes licenses for VOIP integrations (Phones Systems) and any channel can record analog or VOIP on a per channel basis.**
- Channel cards will sample at 8 ,13.24 kbsec
- 6000 Chassis is 2U rack mount chassis that will allow for future expansion of a maximum of 60 simultaneous recording channels. Redundant power supplies.
- Newest Audiolog V15.2 Software , Windows 2016 Server operating system with Microsoft SQL Server 2016 database. Dual Core Processor , Front Mounted Hot Swappable , mirrored SATA 1 tb hard drives 300,000 channel hours @ 8 kbsec) This unit will store over 3 years online .
- Network Attached Storage (NAS) Upload License – Data can be written in a continuous or scheduled
  mode to a shared folder on network . **Includes 3Tb external hard drive for back – up .**
- **Public Safety Incident Replay**– (12) Concurrent licenses–Browser Based voice and screen search
  and playback license.
- **(12) Instant Recall Plus remote licenses .** All ten can access the system simultaneously via the network
- Remote Access is required for service .
- WAV. File copy feature – replay on laptop , PC or email WAV file using standard media player for playback.
- Message search by time , date , duration , reference field , channel name , radio channel , dialed number and caller ID (only if present on trunks).

System Installation

- Complete system installation and integration with radio channels from console and phone lines.
- The VMR recorder server will installation the network for remote access , The server will have virus protection software.
- System training is included for all system users and administrators.

System Warranty / Maintenance

- The maintenance will be required – see maintenance section listed below .

Total 12 channel System Upgrade Price = $12,850.00

2) **Annual Maintenance On Verint Logger 5 Years**

- **7/20/21 thru 7/19/22 - $2080.00 paid in the respective year**
- **7/20/22 thru 7/19/23 - $2080.00 paid in the respective year**
- **7/20/23 thru 7/19/24 - $2185.00 paid in the respective year**
- **7/20/24 thru 7/19/25 - $2185.00 paid in the respective year**
- **7/20/25 thru 7/19/26 - $2185.00 paid in the respective year**

Mayday Communications Inc. is providing this document for annual service / maintenance contract on the 12 channel Verint Digital Voice Recording System in your operation.
The contract includes the following .

- This includes all parts and labor on site for the period of one year under normal wear and tear.
- This contract will include all software upgrades within the operating system.
- The on site response time is 4 hours or less 24 x 7.
- Mayday will provide loaner system if your system requires service where there will be a lack of recording.
- Moves and Changes are not included in this contract
- Anti virus software will be loaded by Mayday.

Payment Terms

Net 30 days from invoice .

Level of Support

Mayday Communications, Inc.

Support

- 24/7 for all Emergency Support. Emergency support is deemed to be failure of recording.
- 24/7 Remote Support. Mayday Communications, Inc. will provide Remote Emergency via dial in or Internet Access 24/7.
- Non-Emergency Support will be provided 9 – 5, Monday through Friday for all Non-Emergency support and training.

The terms and conditions of this Purchase Agreement supersede those of all previous agreements between the parties with respect to the sale of the equipment. The Purchaser and Mayday Communications, Inc. do each hereby warrant and represent that their respective signatories whose signatures appear on this Purchase Agreement have been and are on the date of Purchase Agreement duly authorized by all necessary appropriate corporate action to execute the Purchase Agreement.

The Purchase Agreement shall be governed by the laws of the State of New York and constitutes the entire agreement between the Purchaser and Mayday Communications, Inc. No representation or statement made by any representative of Mayday Communications, Inc. , not stated herein or any other literature provided by Mayday to GCPD, and no provision in any purchase order or any other similar writing that may be submitted by the Purchaser to Mayday Communications, Inc. for the equipment shall be binding upon Mayday Communications, Inc. This Purchase Agreement is not assignable.; any attempt to assign any rights, duties, or obligation which arise under this Purchase Agreement without such permission shall be void. This Purchase Agreement may not be modified or changed orally but only in writing signed by both parties. No provision of this Purchase Agreement which may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

Mayday Communications, Inc. 19 Gazza Boulevard, Farmingdale, NY 11735 631-752-0250	Customer City Of Glen Cove
Cliff Casazzone, President	Authorized Signer for Customer
Signature	Customer Signature
Date 3/30/21	Date

VERINT

Witness Actionable Solutions

January, 2, 2021

Attention : To whom it may concern ,

Please accept this letter of Notification of Representation that Verint Systems, 175 Broadhollow Road, Melville, NY 11747 USA is represented by:

Mayday Communications

Please recognize Mayday Communications, as the only/sole factory authorized/certified digital voice logging representative located in Suffolk, Nassau and surrounding areas, Mayday is authorized to accept sales orders, and provide installation and service support for commercial and government organizations on Verint's behalf.

Mayday has been a factory representative for Verint continuously for the last 16 years and carries all parts needed to support your application. Mayday has complete necessary training to support Audiolog now called Verint Media Recorder (VMR) V.5.x and V15 versions .

Sincerely,

Jon Harding
Regional Channel Manager
Verint Systems

Resolution 6-L



Axon Enterprise, Inc.
Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Maureen Pappachristou
(516) 676-1892
mpappachristou@cityofglencoveny.org

Quotation

Quote: Q-133399-1
Date: 10/19/2017 1:32 PM
Quote Expiration: 10/31/2017
Contract Start Date*: 9/11/2017
Contract Term: 5 years

AX Account Number:
134328

Bill To:
Glen Cove City Police Department - NY
1 BRIDGE ST.
GLEN COVE, NY 11542
US

Ship To:
Maureen Pappachristou
Glen Cove City Police Department - NY
1 BRIDGE ST.
GLEN COVE, NY 11542
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Zachary Gallagher	(480)463-2202	zgallagher@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
5	11003	HANDLE, YELLOW, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	11015	XAPPM, BATTERY PACK, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	44200	Cartridge - 21'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 176.49	USD 176.49	USD 0.00
5	85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	USD 264.00	USD 1,320.00	USD 500.00	USD 820.00

Year 1 Total Before Discounts:	USD 1,496.49
Year 1 Discount:	USD 676.49
Year 1 Net Amount Due:	USD 820.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
5	85182	TASER 60 YEAR 2 PAYMENT X26P BASIC	USD 264 00	USD 1,320 00	USD 0 00	USD 1,320 00

Year 2 Total Before Discounts:	USD 1,320 00
Year 2 Net Amount Due:	USD 1,320 00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
5	85183	TASER 60 YEAR 3 PAYMENT X26P BASIC	USD 264 00	USD 1,320 00	USD 0 00	USD 1,320 00

Year 3 Total Before Discounts:	USD 1,320 00
Year 3 Net Amount Due:	USD 1,320 00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
5	85184	TASER 60 YEAR 4 PAYMENT X26P BASIC	USD 264 00	USD 1,320 00	USD 0 00	USD 1,320 00

Year 4 Total Before Discounts:	USD 1,320 00
Year 4 Net Amount Due:	USD 1,320 00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
5	85185	TASER 60 YEAR 5 PAYMENT X26P BASIC	USD 264 00	USD 1,320 00	USD 0 00	USD 1,320 00

Year 5 Total Before Discounts:	USD 1,320 00
Year 5 Net Amount Due:	USD 1,320 00

Subtotal	USD 6,100 00
Estimated Shipping & Handling Cost	USD 79 30
Grand Total	USD 6,179 30

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date Product availability for new or high demand products may impact delivery time

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at http //www axon com/legal, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity If you do not have this authority, do not sign this Quote

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at https://www.axon.com/legal/sales-terms-and-conditions. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: Maureen Pappachrist Date: 10/23/17

Name (Print): Maureen Pappachristou Title: Secretary

PO# (if needed): 170383

Quote: Q-133399-1

Please sign and email to Zachary Gallagher at zgallagher@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life'© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
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Resolution 6-M



Resolution 6-I

Resolution offered by Mayor Tenke and seconded by: Councilman Perrone

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Software License and Service Subscription agreement with CentralSquare Technologies for the Glen Cove Police Department, in amount of $63,240.96.

Fund Lines: A3120-55443, H3120-52230-2024, A3120-54200

APPROVED
OFFICE OF CITY CLERK
DATE 9/22/20

6.0 Term and Termination

6.1 Term

The "Initial Term" of this Agreement shall commence as of the Effective Date and extend for a period of twelve (12) months thereafter. The Initial Term includes installation and related Services as set forth in the Statement of Work.

The "Term" of this Agreement shall be for five (5) one (1) year subscription periods for a total of sixty (60) months from the date of the Anniversary Date. Subscription Fees shall be payable to CentralSquare Technologies and are due annually on each respective Anniversary Date, whether Final Acceptance has been achieved or not.

Upon expiration of the Term, this Agreement will automatically renew for one (1) year terms at an annual Subscription Fee increase of five 5%.

6.2 Termination - By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

CentralSquare may exercise any rights available to it under New York State law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that CentralSquare shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

Confidential and Proprietary
Copyright © 2020 All Rights Reserved

Resolution 6-N



LONG ISLAND WATER CONFERENCE PURCHASING COOPERATIVE AGREEMENT BY, BETWEEN, AND LIMITED TO MEMBERS OF THE LONG ISLAND WATER CONFERENCE AUTHORIZED BY GENERAL MUNICIPAL LAW 119-o TO ENTER INTO COOPERATIVE/INTER-MUNICIPAL AGREEMENTS

WHEREAS, the Long Island Water Conference, established in 1951, consists of major water suppliers, public and private, consulting engineers, manufacturers and contractors connected with water supply operations and officials of various governmental regulatory agencies, including but not limited to, representatives of Nassau and Suffolk Health Department and New York State Department of Environmental Conservation; and

WHEREAS, the Long Island Water Conference provides educational workshops to members, such as Water Conservation Seminar, Chemical Safety, Resin Technology and publishes articles/press releases to the public on topics of interest or concern regarding our water supply; and

WHEREAS, General Municipal Law, Article Five § 119-o provides in pertinent part that municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service or a joint water project; and

WHEREAS, many members of the Long Island Water Conference who represent Commissioner Elected, Town or Village Water Districts (or referred hereinafter collectively as "municipal and/or municipal corporation" or "governmental" water district and intended to meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to enter into cooperative agreements) have expressed a desire and seek to cooperate with such other municipal members of the Long Island Water Conference for the purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such municipal corporation or water district therein through the use of a contract let to the lowest responsible bidder or on the basis of best value by a municipal water district member; and

WHEREAS, the LIWC is willing and able to offer its organizational skills toward the goal of implementing a purchasing cooperative for those members of Long Island's Commissioner which manage their own water distribution system and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to enter into cooperative agreements; and

WHEREAS, General Municipal Law §103(16) provides in pertinent part that any officer, board or agency of a political subdivision or of any district therein authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus,

materials, equipment, and supplies through the use of a contract let by any federal or state, political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with General Municipal Law §103 and made available for use by such other governmental entities subject to the adoption of a local law, rule, regulation or resolution, as the case may be.

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

ARTICLE 1
DEFINITIONS

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

LIWCPC means the Long Island Water Conference Purchasing Cooperative created by the individual signatories (commissioner elected, town or village water district members of the Long Island Water Conference which maintain and manage their own water distribution system and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to enter into cooperative agreements) authorized by applicable provisions of Town Law and General Municipal Law to enter into this Agreement.

Common Commodity or Service means those commodities, products or services which the individual signatories of the LIWCPC have determined to be routine purchases or services by the membership.

Joint Purchase Program means all terms and conditions herein relating to commodities and products that are subject to an invitation for competitive bid, request for proposals, or other means of any competitive solicitation deemed lawful and permissible under the laws of the State of New York.

Joint Purchase Subcommittee means the duly constituted Joint Purchase Subcommittee ("JPS") appointed by LIWC standing Comprehensive Planning Committee to assist members of the LIWCPC to successfully accomplish the goals of the LIWCPC, to wit: joint purchase program.

Lowest Price means the basis for awarding contracts for commodities among Responsive and Responsible Vendors and as otherwise defined in §163 of the New York State Finance Law.

Best Value means the basis for awarding contracts for services to the vendor/offerer which optimizes quality, cost and efficiency, among responsive and responsible vendors and as otherwise defined in §163 of the New York State Finance Law.

Member means those members of the LIWC which maintain and manage their own water distribution system within the counties of Suffolk and Nassau and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or

special districts authorization to enter into cooperative agreements and embraced by General Municipal Law §103(16).

Vendor (Offerer) means a person or entity that makes a specific proposal which meets the specifications or requirements prescribed by a member (or members in the case of a joint bid/purchase) of the LIWCPC in response to an invitation for competitive bid, a request for proposals or other means of permissible competitive solicitation.

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

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

Responsive means a bidder or other vendor/offerer meeting the minimum specifications or requirements as prescribed in a solicitation for commodities or services by a municipality, special district and member of the LIWC.

Specification or Requirement means any description of the physical or functional characteristics or the nature of a commodity or construction item, any description of the work to be performed, the service or products to be provided, the necessary qualifications of the vendor/offerer, the capacity and capability of the vendor to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform the work. It may include a description of any obligatory testing, inspection or preparation for delivery and use, and may include federally required provisions and conditions where the eligibility for federal funds is conditioned upon the inclusion of such federally required provisions and conditions. Specifications shall be designed to enhance competition, ensuring the commodities or services of any vendor/offerer are not given preference except where required by provisions of State Finance Law.

ARTICLE II
TERM

Section 2.0 Term. The Term of this Agreement will be for two years beginning on March 1, 2017, unless upon sixty (60) days notice thereafter a Member delivers a written notice of its intention to withdraw from the LIWCPC.

ARTICLE III
LONG ISLAND WATER CONFERENCE PURCHASING COOPERATIVE

Section 3.0 Creation of the LIWCPC Joint Purchase Program Cooperative. There is hereby created the Long Island Water Conference Purchasing Cooperative created by the individual signatories (commissioner elected, town or village water district members of the Long Island Water Conference which maintain and manage their own water distribution system and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to

enter into cooperative agreements) authorized by applicable provisions of Town Law and General Municipal Law to enter into this Agreement.

Section 3.1 Purpose of the LIWCPC. The purpose of the LIWCPC is to facilitate and administer a Joint Purchase Program to reduce costs by preparation of a single set of bid specifications, single advertisement in one or more appropriate newspapers having circulation covering the area of all LIWCPC members participating in the bid, economies of scale by utilizing the volume buying and/or "piggybacking" by LWICPC contracts or contracts let by LIWCPC members as authorized under GML §103(16).

Section 3.2 Membership. Membership in the LIWCPC is limited to those members of the LIWC which maintain and manage their own water distribution system within the counties of Suffolk and Nassau and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to enter into cooperative agreements and embraced by General Municipal Law §103(16).

Section 3.3 Creation of the Joint Purchase Subcommittee. There is hereby created a subcommittee of the LIWC denominated as the Joint Purchasing Subcommittee ("JPS").

Section 3.4 Goals and Services of the JPS (generally).

A. The JPS shall conduct regular and critical review of the efficiency, integrity and effectiveness of the overall Joint Purchase Program.

B. The JPS shall assist members/signatories of the LIWCPC by:

i. compiling the purchasing needs of its individual Members by soliciting and creating the common commodity purchasing list or service list ;

ii. serving as a focus center through which all individual members can communicate their intent on going to bid for a particular common commodity or service;

iii. assist in the formulation of data and/or research necessary to accomplish a joint volume purchase of common commodity or services;

iv. doing all things necessary, convenient or desirable, including ancillary and incidental activities, to carry out the foregoing activities and for the exercise of the Joint Purchasing Program's powers.

ARTICLE IV
PROCUREMENT; CONTRACTS

Section 4.0 Method of procurement. It shall be the responsibility of each member of the LIWCPC to comply with any and all applicable policies and procedures adopted by the governing body of their respective water districts and all applicable laws related to the purchase of goods and services. It is recommended that, prior to preparation of any bid or specifications for piggyback procurement or cooperative bid under this agreement, each individual member of the LIWCPC communicate its intention to cooperatively purchase goods or services with the purchasing director or such other employee responsible for making and/or approving the purchase for goods and/or contract for its water district. Subject to and consistent with above, each individual member of the LIWCPC has and shall continue to retain the discretion to initiate a public bid pursuant to General Municipal Law §103 to procure a common commodity or service to meet the needs of his/her particular water district without participation of LIWCPC members or joint purchase as described above. Pursuant to the terms of this agreement and in order to accomplish the purpose of the LIWCPC, each member of the LIWCPC will make reasonable efforts to include a provision in public bids authorizing "piggybacking" generally or specifically to members of the LIWCPC; and/or participate in a joint public bid (volume purchase of commodity or service) designed to meet the needs of more than one member of the LIWCPC.

Section 4.1 Piggy-Backing. As set forth and subject to provision 4.0 above, each individual member has the discretion to include a provision and/or clause in its Notice to Bidders and Procurement Contract in the form recommended and set forth below to authorize every other individual member of the LIWCPC to purchase products aka "piggyback" from the contract or bid award to a successful vendor who is deemed to be the lowest responsible bidder or provide best value, subject to compliance with provisions of General Municipal Law:

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

Pursuant to General Municipal Law 103(16), the (insert name of member of the LIWCPC) represents that it has the legal authority to and does hereby seek to offer and make available this contract for commodity, product or services to members of the LIWCPC identified and set forth below:

Jericho Water District
Massapequa Water District
Bethpage Water District
Garden City Park Water District
Oyster Bay Water District
South Farmingdale Water District
Hicksville Water District
Roslyn Water District
Franklin Square Water District
Greenlawn Water District
Plainview Water District

Farmingdale Village
Port Washington Water District
Carl Place Water District
Town of Riverhead Water District
Locust Valley Water District
South Huntington Water District
Town of Oyster Bay
West Hempstead – Hempstead Gardens Water District
Village of Old Westbury
Manhasset-Lakeville Water District
MINEOLA WATER VILLAGE

Section 4.2 Cooperative Competitive Bid. As set forth and subject to provision 4.0 above, each individual member of the LIWCPC has the discretion to cooperatively competitive bid with other members of the LIWCPC and agree upon a single set of specifications and/or single advertisement in the official publication designated/ approved by the governing body of their respective water districts for such purpose and/or agree to share administrative costs and/or assignment of functions relating to the cooperative bid process. All cooperative competitive bids shall be awarded to a successful vendor who is deemed to be the lowest responsible bidder or provide best value, subject to compliance with provisions of General Municipal Law.

Section 4.3 Members' Contracts. During the term of this Agreement, each individual member shall make diligent efforts to accomplish the purpose and goal of the LIWCPC, to wit: reduce costs by preparation of a single set of bid specifications; single advertisement in one or more appropriate newspapers having circulation covering the area of all by LIWCPC members participating in the bid; economies of scale by utilizing the volume buying and/or "piggybacking" by LIWCPC contracts or contracts let by LIWCPC members as authorized under GML §103(16). As stated in provision 4.0 above, each individual member of the LIWCPC shall be responsible to obtain all approvals from its governing body to undertake or bind its governing body to any activity under this agreement, i.e. equitable sharing of administrative costs related to a cooperative competitive bid.

ARTICLE V
MISCELLANEOUS

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

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

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

West Hempstead – Hempstead Gardens Water District



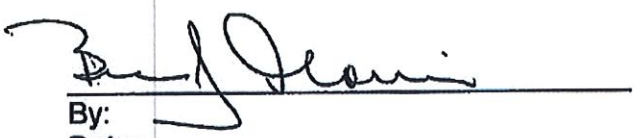
By:
Date:

Village of Old Westbury

_____

By:
Date:

Manhasset-Lakeville Water District



By:
Date:

West Hempstead – Hempstead Gardens Water District

Frederick T. Kuy

By:
Date: 3-9-18

Village of Old Westbury

_____

By:
Date:

Jericho Water District

By:
Date:

Massapequa Water District

By: Stan Card
Date: 3/26/18

Oyster Bay Water District

By: Robert J. McEvoy
Date: 9/17/2018

Plainview Water District

By:
Date:

Port Washington Water District

By:
Date: 3.8.18

Riverhead Water District

By:
Date:

Roslyn Water District

By: MICHAEL FOSINSKI
Date: 3-8-18

South Farmingdale Water District

By:
Date:

Carl Place Water District

By:
Date: 3/11/18

Locust Valley Water District

By: Charles Sammett Jr.
Date: 3/9/18

Town of Oyster Bay

By:
Date:

South Huntington Water District

By:
Date: 3-17-18

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

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

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

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

END OF TEXT

Bethpage Water District

By:
Date: 3/5/18

Farmingdale Water District

By:
Date:

Franklin Square Water District

By:
Date: 3/17/18

Garden City Park Water District

By: MIKE LEVY
Date: 3/5/18

Greenlawn Water District

By:
Date:

Hicksville Water District

By: Anthony Iannone
Date: 3/5/18

Resolution 6-O

GENERAL RELEASE

MAR 29 2021

KNOW THAT Michael Anzalone, Claimant in the matter entitled Michael Anzalone *v. City of Glen Cove*, in consideration of the payment of Five thousand four hundred seventy two dollars and sixty four cents, $5,472.64 from the CITY OF GLEN COVE, does hereby release and discharge the CITY OF GLEN COVE and Vincent Martinez, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE, from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which I, Michael Anzalone, ever had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of this GENERAL RELEASE, including, but not limited to, all claims for attorney's fees, expenses, and costs.

Michael Anzalone agrees and acknowledges that this GENERAL RELEASE constitutes a knowing and voluntary waiver of all rights or claims has or may have against the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE.

Claimant Michael Anzalone states: I have read this GENERAL RELEASE in its entirety, I fully understand its terms, and I have been given time to consider its contents. I understand that the only promises made to me to sign this GENERAL RELEASE are those stated herein. I have been given the opportunity to consult legal

counsel of my choice before signing this GENERAL RELEASE. I sign this GENERAL RELEASE knowingly and voluntarily.

This GENERAL RELEASE is contingent on the approval from the City of Glen Cove's City Council. Additionally, this GENERAL RELEASE may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING GENERAL RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this General Release this 19 day of March, 2021.

Michael Anzalone
[Name]

STATE OF NEW YORK)
SS:
COUNTY OF Nassau)

On March 19, 2021, before me personally came Michael Anzalone, to me known, and known to me to be the individual described in, and who executed, the foregoing GENERAL RELEASE, and duly acknowledged to me that she executed the same.

JAKE ROCKOWER
Notary Public, State of New York
No. 01RO6411718
Qualified in Nassau County
Commission Expires November 30, 2024

Resolution 6-P

MUNICITY
Cloud Based Municipal Software

SCA Online School Tax Payment System Proposal For The City of Glen Cove

March 9, 2021

Prepared by:
Software Consulting Associates
54 Elizabeth St.
Red Hook, NY

Account Representative: Richard Rose
Phone: (845) 758-0104
Fax: (845) 758-0884
E-Mail: richard.rose@sca-corp.com
Website: www.municitysoftware.com



MUNICITY
Cloud Based Municipal Software

Software Consulting Associates (SCA) is pleased to offer the following proposal for an additional online school tax payment system to the City of Glen Cove. The SCA solution is based on industry leading software that is utilized by many municipalities around the country. The online payment system is easy to use, accepts payment from Visa, Mastercard, Discover, American Expresss, Pin Debit Networks and bank account payments (ACH). No additional software or equipment is needed by the City making the solution fast and easy to implement.

There are two components to the online payment solution. First, SCA will add a link for school payments to the current web portal for citizen access for online tax payments. The web portal integrates directly with the SCA Municity Tax system. Billing data will be uploaded to the web portal from the SCA tax system. Online payment data will be downloaded to from the web portal to the SCA Tax system for standard batch payment processing. The second component of the online payment solution is the electronic payment processing system. For this component SCA partners with Value Payment System (VPS) an industry leader in secure, electronic payment system. The web portal will integrate with the VPS system to submit online tax payments.

SCA will offer the implementation services free of charge (in accordance with details outlined later in this proposal). This does not include any banks fees charged by your bank for the processing of payments.

The online payment system allows taxpayers to view their account status and pay their bill online through industry standard browsers such as Google Chrome, Mozilla Firefox, Apple Safari and Microsoft Internet Explorer (v8 or higher). In addition, mobile devices with Apple iOS, Android, Blackberry and Kindle are also supported. The payment information is then seamlessly posted through to your in-house SCA Tax System. The bill payer will be billed a small convenience fee for paying on-line. Convenience fee pricing will be detailed in a separate contractual agreement provided by VPS.

Customers will have the option to pay with a credit card, debit card or electronic check.

For the City this means, no data entry by your office personnel, saving you time, paper and avoiding mistakes, all while giving your customers an incredibly efficient way to pay their tax bills on-line. In addition, a reduction of calls to your help desk can be expected as the customers can see their account details online.

Online School Tax Payments *

a. No charge for the software or the implementation services to the City of Glen Cove. Your customers are charged a minimal service fee for using the online service.

b. Credit card, debit card and ACH payments are seamlessly posted through to your in-house SCA Tax Billing System.

c. Bank routing code verification helps reduces erroneous customer payments. While also resulting in more accurate data and less bounced checks.

d. All payment processing is done on SCA's (and its Partners) PCI certified servers ensuring secure and encrypted check and credit card transactions.

To receive the SCA Online Payment System at no charge the City of Glen Cove must agree to these basic requirements:

1. You must agree to accept online check, credit and debit card payments through the online payment portal.
2. You must agree to put a permanent notice and link on the City's website and to advertise the online payments website.
3. You must agree to let SCA provide the option for online payments and the appropriate web-address (URL) to be printed on the City tax bills.
4. You must agree to use the SCA On-line City of Glen Cove Tax Payment System for online payment collections for a minimum of three years.
5. You must agree to the terms and conditions of Value Payments Systems (VPS) for credit card and ACH processing.

City of Glen Cove
On-Line School Tax Payment System

City of Glen Cove hereby agrees to the terms set forth above, and items in Appendix A, and authorizes SCA to proceed with the SCA Online School Tax Payment System project.

City of Glen Cove

Signature_____

Printed Name _____

Title: _____

Date: _____

SOFTWARE CONSULTING ASSOCIATES

Signature _____

Printed Name Wil LaBossier

Title: President – Software Consulting Associates

Date: March 9, 2021

MUNICITY
Cloud Based Municipal Software

***Appendix A: On-Line Payment Specifications**

- A website will be provided to the City of Glen Cove for verification of bank deposits and posting reconciliation.

Convenience Fee Pricing Schedule

Payment Methods – Visa (credit and debit), MasterCard (credit and debit), Discover (credit and debit), AMEX, and PIN debit networks (e.g., STAR, NYCE, Pulse, Accel and others). Additional payment methods may be added if mutually agreed upon by both parties. Convenience fees will be presented in a separate contract provided by the electronic payment transaction vendor, Value Payment Systems (VPS).

- The City of Glen Cove is limited to one free bank account Per Online Collection, per payment method. Additional accounts can be set up for a set monthly fee per account.

- The City of Glen Cove is responsible for all fees associated with refunded payments. Convenience fees will NOT be refunded by SCA

- SCA reserves the right to have advertising on the website. The advertising will be static (no video or pop ups) and will not take up more than 15% of the space.

All Rates agreed upon with SCA at the time of signing the contacts with SCA and VPS will be guaranteed for a period of three (3) years after which these rates are subject to change.

MUNICITY
Cloud Based Municipal Software

TERMS AND CONDITIONS

This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.

Data Security and Liability

SCA represents and warrants that all of the services and products it provides to you pursuant to this Agreement are and will continue to be Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) compliant. SCA makes no representations or warranties with regard to third parties' PCI-DSS and PA-DSS compliance, including but not limited to Value Payment Systems (VPS). SCA agrees to notify you in the event of a security breach as soon as practicable, to coordinate with you in any investigation of the breach, to take reasonable steps to remedy the breach and to cooperate in any litigation arising from a breach. SCA further agrees to indemnify and hold you harmless for any liability that may arise from SCA's non-compliance with PCI DSS and PA-DSS.

Responsibility of Software Consulting Associates (SCA).

SCA shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." SCA shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, SCA shall correct errors found either by you or SCA. See "Warranties; Limitations" for SCA's liability for all services.

Your Responsibility.

You shall be responsible for the correctness and accuracy of the information you supply to SCA, for providing SCA with timely decisions and answers to questions raised by SCA, for inclusion of sufficient funds in your budget to pay SCA for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

Adjustments to Performance Schedule; Unauthorized Delays.

A. Adjustments to Schedule. Upon the mutual consent of you and SCA, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
B. Unauthorized Delays. In the event of any unauthorized delay on your part, SCA may impose delay charges upon providing notice thereof to you. An "unauthorized delay" shall mean any delay not authorized by both SCA and you.

Variations from Standard Methods or Procedures.

Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

Title.

All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.

Software.

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

Warranties; Limitations.

A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.

B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.

C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.

D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to

recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

Notices.

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

Term and Termination.

A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for three years, commencing on the date hereof.

B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.

C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

Changes.

You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or

delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

Dispute Resolution.
The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES
54 Elizabeth St.
Red Hook, NY 12571
845-758-0104

Resolution 6-Q



PAYMENT PROCESSING SERVICE AGREEMENT

between

Value Payment Systems

("VPS")

having its principal place of business at:

155 Franklin Road Brentwood, TN 37027

and

City of Glen Cove NY

("Merchant")

having its principal address at:

9 Glen Street Glen Cove, NY 11542

THIS PAYMENT PROCESSING SERVICE AGREEMENT (this "***Agreement***") is made and entered into as of the ____ day of _____ 20__ ("***Effective Date***") by and between VPS and Merchant. Merchant and VPS may each be referred to individually as a "**Party**" and together as the "**Parties.**" The Schedules to this Agreement are attached or incorporated by reference.

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VPS and Merchant agree as follows:

1. E-PAYMENT SYSTEM.

1.1. E-Payment System. Subject to the terms of this Agreement, during the Term, VPS will process electronic payments to Merchant ("***Payments***") from Merchant's taxpayers, citizens and/or customers ("***Customers***") via an electronic payment system that is provided by VPS and is described in more detail on SCHEDULE A (the "***E-Payment System***"). Merchant will promptly provide VPS with information reasonably required by VPS in order to promptly and accurately perform the services contemplated by this Agreement.

1.2. Payment Date. The date on which a Payment is posted to the E-Payment System by a Customer will be deemed the date the Payment is made for all purposes, including any late fees, if any, that Merchant may charge to such Customer. The date the Payment is "posted" is the date the Customer manually transmits the Payment to the E-Payment System or the date an agreed automatic Payment is initiated, whichever is applicable. VPS will remit to Merchant all Payments paid via the E-Payment System no later than three (3) business days following the date a Payment is posted.

1.3. Chargebacks. Merchant will promptly investigate all Chargebacks (as defined by the Rules of the applicable Payment Network) with the assistance of VPS. Merchant is responsible for the amounts of all Chargebacks, deposit errors, refunds, and unfulfilled products and services ("***Disputed Amounts***"). VPS is responsible for the third-party fees and penalties levied by a Payment Network in respect of the investigation and resolution of a Chargeback ("***Chargeback Resolution Fees***"). VPS may, in its discretion, debit Merchant's account in respect of Disputed Amounts or bill Merchant for the amount of such Disputed Amounts.

1.4. Fraud. VPS may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate, and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems.

1.5. Modification of E-Payment System. VPS may modify the features and functionality of the E-Payment System at any time and from time to time; provided, however, that VPS will not modify the E-Payment System in a manner that would significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

1.6. Fees. In consideration for the provision of the E-Payment System, Customers will pay to VPS, in respect of each Payment, the Convenience Fees that are detailed in SCHEDULE B and Merchant, if applicable, will pay to VPS the Merchant Absorbed Fees and/or other fees set forth on SCHEDULE B. VPS will pay the charges levied by the Payment Networks for processing Payments, including interchange fees, assessments, authorization fees, risk fees, transmission fees and similar fees ("***Transaction Fees***") and for Chargeback Resolution Fees. If federal and/or state statutes or Payment Network Rule changes impact the ability to impose the Convenience Fees and/or Merchant Absorbed Fees, or if the Payment Network(s) notify either party of changes required to the Convenience Fees and/or Merchant Absorbed Fees, the parties agree to amend the Convenience Fees and/or Merchant Absorbed Fees to comply with such statutes and rule changes. The Convenience Fees and/or Merchant Absorbed Fees are calculated based on the assumptions that the total number of payments and the total payment amount collected each month from the use of non-consumer credit and debit cards shall be under 5% of the respective total per month and that the combined cost of Third Party Fees is less than 60% of the Convenience Fees and/or Merchant Absorbed Fees charged by VPS for a given transaction type (e.g., tax payment) and/or payment method (e.g., Visa credit) (collectively, the "***Fee Assumptions***"). VPS may amend SCHEDULE B, upon prior written notice to Merchant, if a Fee Assumption is not accurate or if such change is required due to changes in the Rules. "***Payment Network***" means a group of credit/debit card issuer banks, debit networks and other method providers, including, without limitation, PayPal Commerce, Visa U.S.A., Inc., MasterCard International, Inc., American Express, Discover, and the NYCE, Pulse, Star, and Interlink debit networks. "***Rules***" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Networks. "***Third Party Fees***" means all taxes imposed by any governmental entity and Transaction Fees.

1.7. Reporting. VPS will provide its standard daily and/or monthly transaction reports; provided, however, that VPS may provide custom transaction reports to Merchant for an additional monthly fee upon Merchant's request.

1.8. Routing; Transaction Processing. VPS may, in its sole discretion, to priority route Payments, route debit card Payments through a PINless debit network and/or process Convenience Fees as a single transaction (Convenience Fee plus Payment) or as separate transactions.

2. GENERAL.

2.1. Payment Network Rules. Merchant agrees to comply with all Payment Network Rules as may be applicable to the Merchant and in effect from time to time as published by any Payment Network, including, but not limited to, the rules published on Visa U.S.A's website and on MasterCard International's website. If applicable, Merchant will provide VPS with a copy of its annual PCI Attestation of Compliance (AOC) and/or PCI Self-Assessment Questionnaire (SAQ) (as applicable based on PCI DSS qualifications) annually. If

Merchant chooses to accept American Express, then Merchant agrees to the terms and conditions set forth on SCHEDULE D and agrees to comply with the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement, and to take all actions requested by VPS to allow VPS to comply with the American Express Merchant Operating Guide requirements. If Merchant chooses to accept Amex Move, then Merchant agrees to comply with the Amex Move® Sponsored Merchant Terms And Conditions, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement, and to take all actions requested by VPS to allow VPS to comply with the Amex Move® Sponsored Merchant Terms And Conditions. The American Express Merchant Operating Guide and Amex Move® Sponsored Merchant Terms and Conditions may be viewed at the URLs set forth on SCHEDULE D. If Merchant chooses to accept PayPal, then Merchant and agrees to the term and conditions set forth on SCHEDULE E.

2.2. Exclusivity. Merchant will not accept credit card or other Electronic Payments through a similar E-Payment System for Payments from Customers for the services listed on SCHEDULE A hereto other than through VPS without the prior written consent of VPS.

2.3. Compliance with Law. Each party will comply, at such party's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over such party and/or the subject matter of this Agreement, including, without limitation, the rules promulgated by the Credit Card Payment Networks, the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), and the Federal Trade Commission.

2.4. Nondisclosure. Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("***Confidential Information***"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is required by law to be disclosed (including public right-to-know laws), which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, or is rightfully obtained from a third party that has the right to disclose it. All Confidential Information will remain the property of the disclosing party.

2.5. Privacy and Security. Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties (other than VPS) designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to VPS. Merchant will not use, disclose, sell, and/or disseminate any cardholder information obtained in connection with a Payment (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing, and settling a Payment and resolving any Chargebacks, retrieval requests, or similar issues involving a Payment, other than pursuant to a court or governmental agency request, subpoena, or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all VPS security protocols and security advisories in effect during the Term. Merchant is responsible for verifying the accuracy and completeness of all Payments submitted and processed by VPS associated with Merchant's account and verifying that all corresponding funds are accurately processed.

2.6. System Breach. Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or has accessed end-user data or Payment data, Merchant will notify VPS promptly of such breach and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

2.7. Specific Prohibitions. Notwithstanding anything contrary in this Agreement, Merchant will not: (a) rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the E-Payment System to or with any third party; (b) disassemble, decompile, decrypt, extract, reverse engineer and/or modify the E-Payment System, or otherwise apply any procedure or process to the E-Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose the source code or source listings for the E-Payment System or any algorithm, process, procedure, or other information contained in the E-Payment System; (c) distribute, facilitate, enable or allow access or linking to the E-Payment System in any manner deemed by VPS in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of VPS and/or for any unlawful, illegal, pornographic, and/or injurious purpose; (d) make any use of the E-Payment System that impairs the functionality of the E-Payment System; (e) make use of the E-Payment System in any way, other than in accordance with this Agreement or as otherwise instructed by VPS in writing; (f) use the E-Payment System, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by VPS; (g) make any copies of the E-Payment System; (h) circumvent or attempt to circumvent any applicable security measures of the E-Payment System; (i) attempt to access or actually access portions of any VPS systems and/or software not authorized for Merchant's use; and/or (j) use the E-Payment System in any manner, or in furtherance of any activity that may cause VPS to be subject to investigation, prosecution, and/or legal action.

2.8. Intellectual Property. VPS represents that it owns, licenses or has the right to use and will retain during the Term all proprietary rights in and to the E-Payment System and related materials that VPS may use in connection with implementation and operation of the

E-Payment System. Merchant acknowledges that, as between Merchant and VPS, VPS owns, licenses and/or has the right to use, all right, title and interest, including without limitation any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights in and to all of the intellectual property developed, owned, used and/or licensed by VPS in connection with its performance under this Agreement, including the E-Payment System (the "***VPS IP***") and that Merchant will not acquire any right, title, or interest in or to the VPS IP, including the E-Payment System. There are no implied licenses granted under this Agreement, and any rights not expressly granted to Merchant hereunder are reserved by VPS. Merchant will not take any action inconsistent with VPS' property rights in and to the E-Payment System, and/or any other intellectual property right of VPS.

2.9. Terminals. Merchant acknowledges and agrees that VPS may provide Merchant point of sale terminals solely for the purpose of permitting Customers to initiate Payments via the E-Payment System. Upon receipt, this hardware becomes the sole and exclusive property of the Merchant. VPS will facilitate processing of any warranty claims on the provided devices during the manufacturers' warranty period. Following the expiration of the manufacturers' warranty, VPS will subsidize the replacement of any defective or damaged device according to the following schedule:

Replacement period: VPS will pay the following proportions of the replacement cost:
1st year following warranty expiration: 25%
2nd year following warranty expiration: 50%
3rd year following warranty expiration: 75%
4th year following warranty expiration and beyond: 100%

3. DISCLAIMER OF WARRANTIES.

3.1. AVAILABILITY. VPS MAKES NO WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE WORLD WIDE WEB OR TELEPHONE LINES, THE INTERNET AND OTHER GLOBALLY LINKED COMPUTER NETWORKS, OR THE WEBSITES ESTABLISHED THEREON INCLUDING THE E-PAYMENT SYSTEM, WILL BE UNINTERRUPTED OR ERROR FREE AND VPS WILL IN NO WAY BE LIABLE TO MERCHANT OR CUSTOMER DUE TO ANY DISRUPTION OF VPS' E-PAYMENT SYSTEM OR NON-AVAILABILITY OF THE E-PAYMENT SYSTEM DURING WHICH CUSTOMERS ARE UNABLE TO ACCESS OR USE THE E-PAYMENT SYSTEM DUE TO A CONFIRMED PROBLEM THEREIN.

3.2. THIRD PARTY PRODUCTS. MERCHANT UNDERSTANDS AND AGREES THAT VPS MAY USE THIRD PARTY PRODUCTS IN CONNECTION WITH THE E-PAYMENT SYSTEM OFFERED HEREUNDER. THESE PRODUCTS MAY INCLUDE FIREWALL SECURITY, WEB SERVER SOFTWARE AND ENCRYPTION SOFTWARE. VPS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OF SUCH THIRD-PARTY SOFTWARE, SPECIFICALLY INCLUDING ANY WARRANTY THAT PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE.

3.3. NO IMPLIED WARRANTIES. EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER VPS NOR ANY THIRD PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

4. NO CONSEQUENTIAL DAMAGES.

4.1. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY THAT WOULD OTHERWISE HAVE BEEN LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. LIMITATION OF LIABILITY

5.1. IN NO EVENT WILL VPS' LIABILITY EXCEED THE CONVENIENCE FEES PAID TO VPS UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

6. INDEMNIFICATION.

6.1. VPS SHALL HOLD HARMLESS, INDEMNIFY, AND DEFEND MERCHANT, AND ALL OF ITS OFFICERS, EMPLOYEES, AND/OR OFFICIALS FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DAMAGES, OR OTHER COSTS OF WHATSOEVER NATURE THAT MAY BE ASSERTED BY ANY THIRD PARTY ARISING FROM OR IN CONNECTION WITH THE COLLECTION OF PAYMENTS BY CREDIT OR DEBIT CARD OR THROUGH INTERNET TRANSACTIONS PURSUANT TO THE TERMS OF THIS AGREEMENT.

7. TERM AND TERMINATION.

7.1. Term. Subject to Section 7.2, this Agreement will commence upon the Effective Date and will continue for three (3) years, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

7.2. Termination for Cause. Either party may terminate this Agreement at any time upon written notice to the other party as a result of any of the following events: (i) any noncompliance with this Agreement which is not cured within thirty (30) days of notice thereof from the other party (except that no cure period is allowed for termination based on fraud); and/or (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving the other party.

7.3. Effect of Termination. Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing in respect of Disputed Amounts.

7.4. Survival. Sections 2 through 6 and 8 will survive any termination or expiration of this Agreement.

8. MISCELLANEOUS.

8.1. Promotion of Services. Merchant will promote the use by Customers of the E-Payment System by, including, but not limited to, publishing relevant URL(s) and telephone numbers for the E-Payment System on the Merchant's home page, billing notices and promotional materials and distributing point of sale materials. All published materials referencing VPS or the E-Payment System will be approved for accuracy by VPS prior to publishing.

8.2. Governing Law; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Fulton County, Alpharetta, Georgia. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

8.3. Binding Upon Successors and Permitted Assigns. This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by a party without the other party's prior written consent, which consent will not be unreasonably withheld, and any attempted assignment or transfer without such consent is void; provided, however, that each party may, without the consent of the other party, assign this Agreement (and its rights hereunder) in connection with any reorganization, consolidation, merger, sale of stock, sale of substantially all assets and/or similar type of transaction(s), if the successor in interest to such assigning party assumes the obligations of the assigning party under this Agreement in writing, is properly licensed to conduct the business contemplated hereunder, and otherwise agrees to be bound by all of the terms of this Agreement.

8.4. Relationship of Parties. The relationship of VPS to Merchant under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency relationship between Merchant and VPS, nor will this Agreement be deemed to constitute a joint venture or partnership between Merchant and VPS.

8.5. Notices. All notices required or permitted under the Agreement will be in writing and sent to the other party at the address specified on the signature page below or to such other address as either party may substitute from time to time by written notice to the other and will be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail, or personal or courier delivery to such address.

8.6. Captions and Headings. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

8.7. Waiver. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

8.8. Severability. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

8.9. Publicity. The parties agree that they will not use the other party's name, trademark or service mark, or the existence of the contractual relationship in any press release, marketing, promotional, advertising, or any other materials without the other party's prior written consent.

8.10. Amendment and Changes. This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated, or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

8.11. Force Majeure. Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers,

acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 8.11 will affect or excuse a party's liabilities and obligations for Disputed Amounts.

8.12. Entire Agreement. This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

8.13. Facsimile Signature and Counterparts. This Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first above written.

City of Glen Cove NY:

Signed: _____

Name: _____

Title: _____

Date: _____

Value Payment Systems:

Signed: _____

Name: _____

Title: _____

Date: _____

[Signature Page to this Payment Processing Service Agreement]

SCHEDULE A : SCOPE OF SERVICES

STRATEGY

After the contracting process has ended, VPS will build and the maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. An initial test site will be built to load all data received from Merchant and [Software Vendor Full Name]. On this test site, VPS will build logic and business rules to govern the hosted data. Once the web services have been properly built, tested, and reviewed, VPS will establish Merchant Identification credentials. Web services and Merchant Identification credentials will be applied and integrated into the hosted site and data backed payments will be tested. Once the payments are tested, VPS will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct VPS to launch the site.

The date of System launch ("***Go-Live***") will be targeted during an implementation kickoff call with all relevant stakeholders.

The successful completion of this Scope of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

SCOPE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Merchant will make resources available to assist VPS in the timely launch of the payment processing program. VPS cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise there is not cost for the implementation or services provided unless specified herein.

   Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by VPS.

2. **E-Payment System Utilization**

   2.1. Merchant will make VPS' Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.

   2.2. VPS shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by VPS. Both parties agree that VPS will be presented as the primary payment method option. Merchant will communicate the VPS payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.

   2.3. Payments types shall be processed through the payment channels defined in this Agreement as marked (☒):

   - ☒ Tax
   - ☒ Utilities
   - ☐ Court Fees & Fines
   - ☐ Licenses
   - ☐ Parks & Recreation
   - ☐ Child Support
   - ☐ Miscellaneous

3. **VPS Deliverables**: VPS shall deliver the following, included as marked (☒):

   3.1. ☒ Web E-Payment System

      3.1.1. System will collect and transmit payment information for authorization and settlement.

      3.1.2. System will provide method of transferring transaction data back to Merchant.

      3.1.3. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.

3.2. ☒ Counter E-Payment System (Optional)

3.2.1. VPS shall deliver and configure _ EMV device(s). (TBD)

3.2.2. VPS shall deliver an administrator portal for counter payments.

3.2.3. VPS shall remotely upgrade EMV devices as appropriate.

3.2.4. VPS shall provide one (1) remote, web-based training session covering setup and use of EMV devices.

3.2.5. .

3.3. ☒ eCheck/ACH E-Payment System

3.3.1. VPS will configure web E-Payment System to accept eCheck/ACH Payments.

4. **Merchant's Responsibilities**: In order for VPS to provide the Services outlined in this Agreement, the Merchant shall deliver the following, included as marked (☒):

4.1. ☒ General

4.1.1. Provide ACH forms required for the remittance of funds.

4.1.2. Attend client care calls as requested.

4.1.3. Notify VPS of changes to any state, county, or municipal mandates or laws.

4.1.4. Revoke system access of terminated Merchant employees at time of termination.

4.2. ☐ Web E-Payment System

4.2.1. For the duration of this Agreement, Merchant will maintain an active link connecting the Merchant website and the VPS payment portal in a prominent and mutually agreed location on the Merchant website.

4.3. ☐ Counter E-Payment System

4.3.1. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.

4.4. ☐ Phone E-Payment System

4.4.1. The phone number for the payment IVR (if applicable) and VPS Call Center (if applicable) will also be added to the website.

4.4.2. The Merchant will add the IVR Payment option (if applicable) as part of the Merchant general phone system.

4.5. ☐ Integrations

4.5.1. The Merchant, via their record management system, [Third-Party Software Name], will update VPS' payment program on a near real-time basis, with data on all open and payable records from the Merchant's server. Upon exchange of the data, the information may be accessed, and payment made by the Customer. Record management system integration Statement of Work is in **Error! Reference source not found.**, attached hereto.

5. **Scope changes** – Each time that VPS and Merchant agree that the Activities or Deliverables of the E-Payment System Scope of Services should be amended or additional Activities or Deliverables should be added to the Scope of Services, the change process outlined in SCHEDULE C shall be used to document and amend this agreement. VPS and Merchant shall not vary from the Activities and Deliverables set out in the original Scope of Services until the Parties have agreed to do so in writing.

6. **Disclaimer Language** – The disclaimer language that Customers will review and accept within the Web E-Payment System prior to submitting payment(s) is included in SCHEDULE F, attached hereto.

7. **Ancillary Services** – Pricing for ancillary software and/or service(s) will be included in SCHEDULE B. Service descriptions for the software and/or service(s) will be included in associated Addendums, as referenced in SCHEDULE B.

SCHEDULE B : FEES

1. The expected processing volume in the Program is estimated at $ TBD per month.

2. **E-Payment System**

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees (“***Convenience Fees***”) and/or Merchant will be billed applicable fees (“***Merchant Absorbed Fees***”) associated with payment transactions marked (☒) as follows:

Tax Payments

Payment Channel	Transaction Type	Fee Structure	Merchant Absorbed
☒ **Online** (via web or mobile device)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: **2.50%** per transaction or **$3.50**minimum fee per transaction	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☒ **PayPal /Venmo(When Available)**		
	☒ **E-Check / ACH**	**$1.95** per transaction	☐
☐ **Counter** (in-office via PCI compliant, EMV ready card readers)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: **2.50%** per transaction or **$3.50** minimum fee per transaction	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☒ **E-Check / ACH**	**$1.95** per transaction	☐

Utility Payments

Payment Channel	Transaction Type	Fee Structure	Merchant Absorbed
☒ **Online** (via web or mobile device)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: **3.00%** per transaction or **$3.95** minimum fee per transaction	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☒ **PayPal /Venmo(When Available)**		
	☒ **E-Check / ACH**	**$3.95** per transaction	☐
☒ **Counter** (in-office via PCI compliant, EMV ready card readers)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: **3.00%** per transaction or **$3.95** minimum fee per transaction	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☒ **E-Check / ACH**	**$3.95** per transaction	☐

3. **Implementation Services**

Only the services marked (☒) will be implemented. Fees will be waived if Merchant implements E-Payment System within twelve (12) months:

Implementation Service	Fee Recurrence	Fee
☐ **E-Payment System Deployment & Program Implementation**	One-time	~~**$10,000.00**~~ Waived
☐ **IVR Implementation**	One-time	~~**$2,000.00**~~ Waived
☐ **Web Services or API Implementation**	One-time	~~**$5,000.00**~~ Waived
☐ **File Integration**	One-time	~~**$1,000.00**~~ Waived
☐ **Support & Training** (__ hour(s))	Per hour	~~**$150.00**~~ Waived
☐ **Custom Programming** (__ hour(s))	Per hour	~~**$150.00**~~ Waived
☐ **POS Terminals** (__ terminal(s))	Per unit	~~**$350.00**~~ Waived

4. **Ongoing Services**

Payment processing and development services to be funded by Merchant, as marked (☒):

Service	Fee Recurrence	Fee
☐ **Address Verification**	Per occurrence	
☐ **Chargeback Processing**	Per occurrence	
☐ **Statement Fee**	Per occurrence	

5. **Ancillary Services**

This section is left intentionally blank.

6. **Billing Terms**

All pricing is contained in this SCHEDULE B and any Amendments or Addendums that may be executed by the Parties. The proposed pricing model may contain no transaction related or recurring costs for the Merchant and could result in Merchant incurring no charges during a billing cycle. VPS will send Merchant a monthly invoice for any charges incurred. The invoices will include detail for volumes and the number of transactions processed.

Merchant shall pay invoices within thirty (30) days of issue. Invoices not paid within this period shall be charged interest which compounds daily. The interest rate shall be the lower of 18% simple interest, or the highest amount allowable under applicable law. This interest shall accrue from the issue date and shall continue until invoice is paid in full.

Merchant is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by VPS) and other fees or assessments incurred as a result of the use of the E-Payment System by Merchant.

1. **VPS Responsibilities**

1.1. VPS shall deliver the following over the course of the integration project:

Milestone	Deliverable	Description

Requirements	End-to-end solution requirements	• Merchant resource plan & estimated level of effort by role
		• Business Requirements Document
		  o IVR Script (if applicable)
		  o Client Variables

Design	End-to-end solution designs	• Design document
	Test plan	• Test plan for functional requirements and UAT • List of recommended test scenarios
Build	Payment processing solution in non-production environment	• Functioning application (including changes to out-of-the-box system features)
	IVR payment solution in non-production environment (if applicable)	• Functioning IVR to process payments via phone system 24/7/365
	VPS financial reconciliation and reporting solution	• Functioning application (including changes to out-of-the-box system features) o Maximum twenty (20) hours of development allocated to modifications
	Quality Assurance (QA) phase gate	• Development walk-through with Merchant and/or Software Vendor QA team • Test results for unit and functional testing
Test - QA	Test results for all configuration and integrations in non-production environment(s). Testing support to third party for QA, integration and regression testing.	• Test results and updates to design and build documents as necessary
	Defect remediation	• VPS will resolve all level 1 or level 2 defects identified during Testing
Test - UAT	Test results for all configuration and integrations in non-production environment(s). Testing support to third party for end-to-end integration and regression testing during mock conversions and dress rehearsal.	• Test results for UAT and updates to design and build documents as necessary
Pilot (optional)	Execute a pilot of all configurations and integration	• Fully Operational solution in non-production environment
	Defect remediation	• VPS will resolve all level 1 or level 2 defects identified
Training	Deliver end user training and train-the-trainer	• Create training documentation and deliver end-user and train-the-trainer training to supervisors, Customer Relationship Representatives (CSRs), and Financial users

Milestone	Deliverable	Description
		as needed for all VPS deliverables
Go-Live	Production deployment	• Functioning application in production environment
Hypercare	Implementation team support for thirty (30) calendar days after Go-Live	• Transition to final state/product is considered successful when: o All level 1 or level 2 defects are resolved and closed o Internal knowledge transfer between Implementation and Support teams has occurred
Project Closeout	Production deployment which meets Hypercare requirements.	• The net result of Hypercare is project closeout

1.2. VPS and Merchant and/or Software Vendor project managers will meet at least once each week to review project status, risks and issues, and other topics.

1.3. VPS will provide Hypercare support for thirty (30) calendar days after Go-Live.

2. **Merchant Responsibilities**

2.1. Merchant will supply VPS with Software Vendor contact information.

2.2. Merchant and/or third party will provide test scripts and perform UAT activities.

2.3. Merchant will make [Software Vendor Full Name] ("***Software Vendor***") aware of the requirement to integrate with the VPS E-Payment system and of the anticipated Go-Live date contemplated herein.

2.4. Merchant will compel Software Vendor to assist in setting up direct data interface, including providing all file descriptions or API and/or FTP documentation.

2.5. Merchant will actively participate in accomplishing the Go-Live of the Program in the specified timeframe outlined herein.

3. **Assumptions**

3.1. Merchant shall provide VPS with adequate access and resources to ensure both systems from each company can interface and exchange data appropriately. Failure to grant VPS access or a Merchant resource to help support this step of the implementation process will result in delays to the Merchant's Go-Live date.

3.2. Level 1 defects are issues which impact the system's survival and/or success as defined in the Business Requirements Document or Functional Design document(s).

3.3. Level 2 defects are issues resulting in a high business impact, where functionality of the software, as defined in the Business Requirements Document or Functional Design document(s), is disabled or adversely affected.

3.4. Merchant shall provide access to dedicated test and production environments for the implementation lifecycle.

SCHEDULE C : CHANGE PROCESS

The Change Control Process will follow the organizational standard change process described below for all changes requested by Merchant to the scope of this agreement.

1. Identify the need for a change – Merchant will complete and submit this change request form.
2. Evaluate the change – VPS will conduct a preliminary analysis, if necessary, on the impact of the change to risk, cost, schedule, and scope and seek clarification from team members and the change requestor.
3. Provide Analysis to Requestor – VPS will provide the analysis on the impact of the change to risk, cost, schedule, and scope to Merchant.
4. Cost Considerations –
   a. No Cost or Waived Costs – If there are no cost or waived cost, VPS will obtain approval from Merchant to proceed with changes that may or may not require an amendment to this contract.
   b. Additional Cost - If there is an additional cost associated with the change or the cost is not waived, VPS will follow the appropriate procurement channels of Merchant's organization for approval which may include an amendment to this agreement.
5. Implement change – If a change is approved by Merchant, VPS will schedule the changes with the Merchant and implementation team.

Requestor Info

Name: _____

Email: _____

Phone: _____

Merchant Info

Client Name: _____

Product: _____

Priority: **Critical** **High** **Medium** **Low**

Change Description: _____

_____

_____

_____

Business Need or Technical justification for change request: _____

_____

_____

_____

Impact if no change is made: _____

_____

_____

Approvals and Pricing info

Schedule Timeframes and Consideration: _____

_____

Cost _____ **Need Amendment: Yes No** **Fee waived: Yes No**

Merchant Approval: _____ **VPS Approval:** _____

SCHEDULE D : AMERICAN EXPRESS® ACCEPTANCE

1. Processing Restrictions. Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

2. Third Party Beneficiary Rights.

   a. Merchant confers on American Express the beneficiary rights, but not obligations, to the Agreement and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.

   b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between VPS and American Express and at no time will attempt to enforce any such agreements against American Express.

3. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

   The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide

   The Amex Move® Sponsored Merchant Terms and Conditions may be viewed at:

   https://americanexpress.com/us/legal/product-terms/AMEX_Move_Sponsored_Merchant/

SCHEDULE E : PAYPAL & VENMO ACCEPTANCE

Merchant authorizes and directs VPS to: (a) establish a PayPal account for and on behalf of Merchant ("Merchant's PayPal Account"); (b) authorize and direct PayPal to deposit Payments from Customers to Merchant via PayPal ("PayPal Payments") into the Merchant's PayPal Account; (c) authorize and direct PayPal to link Merchant's PayPal Account to Merchant's bank account described below ("Merchant's Bank Account"); (d) authorize and direct PayPal to regularly sweep funds from the Merchant's PayPal Account to Merchant's Bank Account; and (e) administer and manage the Merchant's PayPal Account, including receipt of any PayPal notices in connection with each account. VPS believes that, pursuant to its contract with PayPal as outlined above, VPS does not receive, transfer and/or transmit funds. Rather, funds flow from Customers to PayPal, and then from PayPal to Merchant. If, however, any governmental entity asserts that VPS does receive, transfer and/or transmit funds, then: Merchant (y) hereby appoints VPS as its lawful agent to receive and process PayPal Payments; and (z) acknowledges and agrees that, with respect to the payor, payment to VPS constitutes delivery of such payment to Merchant; and, as such, Merchant will not hold the Customer responsible for VPS' failure to deliver payment, but rather Merchant will seek redress only from VPS.

Merchant Bank Account Information:

Name of Bank: _____

ABA No.: _____

Account No.: _____

Account Name: _____

Reference: _____

SCHEDULE F : WEBSITE DISCLAIMER LANGUAGE

As stated in SCHEDULE A, Section 6 ("Disclaimer Language"), the following statement will be reviewed and accepted by Customers within the Web E-Payment System prior to payment submission:

IF VPS PRODUCT, USE THIS VERSION

This secure service is offered by Value Payment Systems in agreement with your payment entity. All payments are processed immediately, and the payment date and time are equal to the time you complete this transaction and receive a confirmation number. If your payment is unable to be processed, your payment liability will remain outstanding and you will be subject to any applicable penalties or interest. These obligations remain your sole responsibility. Value Payment Systems cannot issue refunds once your payment is processed and you receive a confirmation number.

Please make sure you enter and review all information carefully for accuracy prior to completing your transaction. By selecting the Accept Terms button on this page you are agreeing to these Terms and Conditions.

IF NCOURT PRODUCT, USE THIS VERSION

To continue to pay your fee, fine, citation or other payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the "ACCEPT TERMS" button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press "DECLINE TERMS" button to return to the Citation Search screen.

The systems in place for automated processing of information from this court have been tested thoroughly and are subject to multiple levels of backup, confirmation and security. By using this automated payment system, USER acknowledges and understands that VPS is providing this service as an agent of the court for the strict purpose of accepting electronic payments due to the court and remitting such funds to the court. VPS has no legal authority related to the USER's obligation to the court. By using this system, USER also acknowledged errors may occur just as errors can occur with human processing of information. By using this service, you agree that this is voluntary and that you (the "USER") understand that the service fee added to the payment(s) being made are charged by the Provider to pay merchant processing fees, web hosting fees, administration and other costs and expenses associated with providing this service. No part of the service fee benefits the court, the judge, any specific civil service individual or any jurisdiction in which the charges or fees were levied, incurred or are being paid.

Other than in connection with processing the payment being made, to the fullest extent possible, identifying private information will not be distributed in any way. No data records or other information will be used, released or sold to any third party. No information will be released to any other party unless such party requires the information for purposes of processing or providing another service essential to completing the transaction related to the payment(s) being made.

Value Payment Systems (the "Company") agrees to use all reasonable efforts to provide accurate processing of information provided from court files and to diligently distribute information provided by the USER to the court. Value Payment Systems cannot and does not guarantee the accuracy or timeliness of any provided information provided and expressly disclaim any warranty, including merchantability and fitness for a particular use beyond the extent of the service fees paid by the user of the service.

Value Payment Systems has in place a comprehensive security plans and internal control plan which is designed to ensure the anonymity of program user information. Further, access to such information is controlled and restricted to authorized personnel only. The payment submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of unauthorized access to your private information while it is being transferred across the internet. Your personal financial data is NOT stored on computers administered by the Company.

By submitting this information electronically, you agree to release the court, judge, civil service individuals or any jurisdiction in which the charges or fees were levied, and Value Payment Systems, its principals, officers, directors, employees, agents affiliated companies, successors and assignees (collectively the 'Providers') from any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected to the use of the Program or with the delay or inability to use it, or for any information, software, products and services obtained through this program, or otherwise arising out of the use of this program, the internet generally, or on any other basis (whether based on contract, tort, strict liability or otherwise.) The Providers will not be responsible for any security breaches or non-compliance with Federal or State law or terms of this agreement which results in any act or omission of the USER or a third party unrelated to the negligence of the Provider.

The operation of this online payment program is based in Alpharetta, Georgia and any action of any nature against the company must be brought in Fulton County, Georgia. You agree not to challenge the use of any electronic payment and additionally agree that any action brought by the Provider(s) against you to enforce any electronic payment for which any benefit has been provided to you in any way shall entitle the Provider(s) to per se probable cause for criminal action for theft of services or for civil recovery of all fees paid, process fees, costs, attorney's fees, plus any incidental or associated damages proven by the Provider(s). Any such civil actions shall be bought in the courts of Fulton County, Georgia, without regard to choose of law, and all parties consent to jurisdiction and venue therein.

Nothing herein is to be construed as legal counsel or advice. Users should consult with their own legal counsel with respect to the implications of making the payment through this system.

Any purchases made by a USER from Value Payment Systems via the VPS web services sites are NON-REFUNDABLE, in whole or in part, once the payment has been submitted, confirmed and accepted by the court. If the submission is rejected by the court, refunds will be processed via credit card, ACH or paper check. Any processing fees associated with the transaction are NON-REFUNDABLE.

To continue to pay your fee, fine, citation or other payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the "ACCEPT TERMS" button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press "DECLINE TERMS" button to return to the Citation Search screen.

Please indicate your consent to these terms by pressing the 'Accept Terms' button.

IF BILL2PAY PRODUCT, USE THIS VERSION

TERMS AND CONDITIONS

I hereby authorize Constitutional Tax Collector to deduct from my credit/debit card $____ on _____ for payment to Constitutional Tax Collector.

I understand this is a transaction performed over the WEB and I will not be able to issue a Stop Payment on this transaction. Please note that, in the event we are unable to secure funds for this transaction for any reason, including but not limited to, insufficient funds in your account or insufficient or inaccurate information provided by you when you submitted your electronic payment, further collection action may be undertaken by Constitutional Tax Collector, including application of returned check fees to the extent permitted by law.

I understand that I may obtain a paper copy of the terms of this authorization form and of the Constitutional Tax Collector electronic records related to the debit entry covered by this authorization by contacting Customer Service by phone at (561) 355-2264, or email help@bill2pay.com.

Effective Date: _____

ACCEPTANCE OF TERMS

The following terms and conditions apply to all users of any Bill2Pay product and govern access to and use of this site and any Bill2Pay product. By using Bill2Pay's products, you acknowledge and agree to be bound by these terms and conditions and applicable laws.

BILL2PAY PRODUCTS

Bill2Pay's products enable you to make payments for services or bills electronically. Depending on the payment methods enabled by the business whose bills you are paying, you may be able to make payments by eCheck, credit card and/or debit card through interactive telephone voice response system (IVR), Europay, Mastercard and Visa (EMV) device, mobile application, or the Bill2Pay website.

CONDITIONS FOR USE

By accepting these Terms and Conditions or otherwise using Bill2Pay's products, you affirm:

- You are not a third party, such as a debt consolidator or bill payment aggregator, making payments on a commercial entity's or residential consumer's behalf and you are the legal owner of the payment or bank accounts.
- You have not misrepresented your identity.
- You have not and will not share your Account Credentials with any third party and will not use another party's Account Credentials.
- The information you provide is true, accurate, current and you are of legal age to use Bill2Pay's products.
- You will not charge-back a legitimate payment transaction and understand that if you do, your right to use Bill2Pay's products for future payments may be revoked.
- Your use of Bill2Pay's products will not violate any card brand regulations or violate any Federal, State, and Local law.

As a user of Bill2Pay's products, you may be submitting bank account information, card information or other personal information such as your e-mail address and phone number to Bill2Pay. You are responsible for any legal, regulatory, or banking penalties and fees that may result from supplying false information to Bill2Pay. Depending on configuration, you may use Bill2Pay's products to make payments on consumer and/or commercial accounts. If the account used to make a payment is a banking or card account for your business, you must be an authorized signer on that account.

By using Bill2Pay's products to send payment instructions to Bill2Pay, you authorize Bill2Pay to send a message to your banking institution, card provider or financial network to charge your account and to send those funds to the designated bank account of the business whose bill you are paying.

PAYMENT RESTRICTIONS

Your payment account or your cash payment may be blocked from acceptance if Bill2Pay determines the payment poses risks to Bill2Pay's business. Bill2Pay may impose limits in terms of the number of payments made or the value of a transaction in accordance with any of the following: limitations established by payment brands, limitations established by retailers, payment processors, or Bill2Pay's risk policy.

Use of Bill2Pay's product is subject to applicable laws and all applicable rules of any clearinghouse or payment network involved in collecting or processing your payment.

FEES

In consideration of the use of Bill2Pay's products, you agree to pay a service fee, also known as a convenience fee, for each transaction you initiate. The applicable fee will be provided to you prior to your final authorization of the transaction. If you are paying by card or by your bank account, your card will be charged, or your bank account debited, for the payment amount plus the service fee, or a separate

amount depending on the configuration. In addition, if you are paying by card and the card issuer charges Bill2Pay a fee to process your payment, Bill2Pay reserves the right to pass that charge along to you, which includes any party using Bill2Pay's products on your behalf (whether authorized or otherwise). You agree to have sufficient funds available to pay your payment amount and the service fee. If any payment is returned unpaid from your financial institution for any reason, you may be charged a return payment fee. The above referenced fees do not include charges that may be assessed by your card issuer, or your receiving bank, based on the terms of the agreement you may have with those entities, and Bill2Pay will not be liable for any recoupment of fees assessed to you. Bill2Pay is only responsible for usual and customary fees for processing individual payments. Excessive fees will be billed to the transaction presenter.

OVERPAYMENT

If your payment is returned for any reason, you may be liable for a return payment fee. If a refund is allowed, it will be processed to the same payment account that the payment came from.

If your card issuer is not located in the United States, and if a transaction is a chargeback, you will be responsible for the actual amount of the chargeback transaction which may be greater than the amount of the initial transaction due to currency conversion.

MIS-CONFIGURED TRANSACTIONS

Incorrectly or mis-configured transactions can and will be rejected or declined without notice to the presenter and considered an attempt to harm Bill2Pay and others by nefarious means. Under uncertain or questionable circumstances, customer accounts cannot be updated.

UNAUTHORIZED USE

Bill2Pay's products are provided for legitimate business purposes only. Any actual or attempted unauthorized access, use or modification of this system is prohibited. The use of these products may be monitored for security reasons. Anyone accessing these products expressly consent to such monitoring and is advised that if such monitoring reveals evidence of criminal activity or malicious intent, Bill2Pay may provide evidence of such activity to law enforcement officials.

You acknowledge and agree that you are solely responsible for protecting your account login, username, password, and any other similar credentials that Bill2Pay provides you, or you otherwise create, as an account holder in connection with your use of Bill2Pay's products and services (collectively, "Account Credentials"). You shall not provide your Account Credentials to any third party, including, without limitation, debt consolidators or bill payment aggregators, and shall use your best efforts to prevent unauthorized use of Bill2Pay's products and services or your account. You shall promptly report to Bill2Pay any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords. Bill2Pay shall not be liable for any unauthorized use of payment accounts.

RIGHT TO RESTRICT OR TERMINATE ACCESS

Bill2Pay may deny or restrict your access to all or part of Bill2Pay's products and services without notice in its reasonable discretion if it deems that you have engaged in any conduct or activities that Bill2Pay in its reasonable discretion believes violates the letter or spirit of any of these terms. If Bill2Pay denies or restricts your access to its products or services because of such a violation, you shall have no right to obtain any refund or credit for the subscriptions fees you have paid.

Following termination, you shall immediately cease use of Bill2Pay's products and services and any license granted to you under any agreement related to your use of such products or services shall immediately terminate. Upon termination, Bill2Pay reserves the right to delete all of your data and other information stored on Bill2Pay's servers. Bill2Pay will not be liable to you or any third party as a result of the termination of these terms or such products or services or for any actions taken by Bill2Pay pursuant to these terms as a result of such termination.

Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. Termination of these Terms or the Services does not relieve you from your obligation to pay Bill2Pay any amounts owed to Bill2Pay.

DISCLAIMER

YOUR USE OF BILL2PAY'S PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, NONINFRINGEMENT, AVAILABILITY OR ACCURACY OF INFORMATION. BILL2PAY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. BILL2PAY DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE.

LIMITATION OF LIABILITY

In no event shall Bill2Pay be liable for any special, indirect, punitive, or consequential damages. Bill2Pay's total liability for damages related to any Bill2Pay product shall be limited to the greater of the specific dollar amount of the service/convenience fee paid to Bill2Pay for the specific payment transaction which is the subject matter of the claim for damage or one hundred dollars ($100). Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our products and services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred. Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of this agreement between the parties. This allocation is reflected in the pricing offered by Bill2Pay to you and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these terms.

CHANGES TO THE TERMS

Bill2Pay may add to, change or remove any part of these terms, at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of these terms. Such modification shall be effective immediately upon Bill2Pay posting the updated terms. As your next use of Bill2Pay's products or services may be governed by different terms, Bill2Pay encourages you to look for a new effective date on these terms when you use Bill2Pay's products and services. If Bill2Pay makes any material changes to these terms, we will endeavor to provide account holders with additional notice of any changes, such as at your e-mail address of record or when you log-in to your account.

GENERAL PROVISIONS

These terms constitute the entire agreement between Bill2Pay and you with respect to your use of Bill2Pay's products and services. These Terms shall be governed by, and construed in accordance with, the laws of the state of Georgia, without reference to its choice of law rules. Exclusive venue for any action arising out of or in connection with this agreement shall be in Atlanta, Georgia. The parties each hereby consent to the jurisdiction and venue in Atlanta, Georgia and waive any objections to such jurisdiction and venue. Notwithstanding the foregoing, you agree that Bill2Pay shall be entitled to apply for injunctive remedies or other equitable relief in any jurisdiction.

If any portion of these terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these terms will otherwise remain in full force and effect. You may not assign or sublicense your rights or obligations under these terms without the prior written consent of Bill2Pay in its sole discretion. Any unauthorized attempt to assign or sublicense is voidable at Bill2Pay's discretion. You agree that Bill2Pay's failure to insist upon or enforce any provision of these terms shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these terms, will survive the termination of these terms and termination of Bill2Pay's provisions of its products or services.

Except as otherwise expressly set forth herein, there shall exist no right of any person, other than you and Bill2Pay, to claim a beneficial interest in Bill2Pay's products or services, these terms, or any rights occurring by virtue of these terms. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by this Agreement.

SCHEDULE G : WORLDPAY SUBMITTER MERCHANT AGREEMENT

Value Payment Systems partners with WorldPay, LLC (formerly dba Vantiv) and Fifth Third Bank FBO. Please sign this form as confirmation of understanding the terms and conditions of our service.

City of Glen Cove NY understands that Value Payment Systems will provide customer support and billing associated technology services. City of Glen Cove NY hereby authorizes WorldPay, LLC to fund a bank account designated by Value Payment Systems for your benefit and to make direct deposit of Visa, MasterCard, and Discover funds into this account. WorldPay, LLC will debit an account owned and designated by Value Payment Systems: (1) for the discount fees, and other charges incurred in connection with City of Glen Cove NY card processing; (2) for all chargebacks and adjustments; (3) for arbitration fees, fines, penalties, etc. charged by the associations incurred as a result of City of Glen Cove NY card processing; and (4) for any other amounts described in the Submitter Merchant Agreement Terms and Conditions. City of Glen Cove NY has read, understands and agrees to be bound by the terms and conditions of the Merchant Service Agreement attached hereto, which is hereby incorporated by reference and may be modified or amended from time to time.

By: _____

Name: _____

Title: _____

Date: _____

Resolution 6-R

CITY OF GLEN COVE
9 Glen Street
Glen Cove, New York 11542
(516) 676-3345

EVENT PERMIT

NAME OF APPLICANT Glen Cove Downtown District Management Association

ADDRESS OF APPLICANT 30 A Glen Street, Suite 200 Glen Cove, NY 11542

NAME OF EVENT TO BE HELD Annual Halloween Parade & Festival

DATE(S) OF EVENT Saturday October 30, 2021

TIME(S) OF EVENT Kickoff 1pm {12:30- 3:30pm}

LOCATION OF EVENT School and Glen Street

NAME & ADDRESS OF OWNER OF PREMISES _____

_____

EVENT SPONSER IS: For Profit_____($25.00 fee) Non-Profit ___x_____

DATE: _____ SIGNED: Patricia Holman Executive Director
Applicant

DATE:_____ SIGNED:_____
Owner of Property

* * * * * * * * * * * * *

PERMIT APPROVED ON: _____ _____
City Clerk

PERMIT NO.: _____

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CITY OF GLEN COVE
9 Glen Street
Glen Cove, New York 11542
(516) 676-3345

EVENT PERMIT

NAME OF APPLICANT Glen Cove Downtown District Management Association

ADDRESS OF APPLICANT 30 A Glen Street, Suite 200 Glen Cove, NY 11542

NAME OF EVENT TO BE HELD Holiday Festival

DATE(S) OF EVENT Saturday December 4th, 2021

TIME(S) OF EVENT 1:30-4:45pm City Tree lighting following

LOCATION OF EVENT Village Square

NAME & ADDRESS OF OWNER OF PREMISES _____

_____

EVENT SPONSER IS: For Profit_____($25.00 fee) Non-Profit ___x_____

DATE: _____ SIGNED: Patricia Holman Executive Director
Applicant

DATE:_____ SIGNED:_____
Owner of Property

* * * * * * * * * * * * *

PERMIT APPROVED ON: _____ _____
City Clerk

PERMIT NO.: _____

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CITY OF GLEN COVE
9 Glen Street
Glen Cove, New York 11542
(516) 676-3345

EVENT PERMIT

NAME OF APPLICANT Glen Cove Downtown District Management Association

ADDRESS OF APPLICANT 30 A Glen Street, Suite 200 Glen Cove, NY 11542

NAME OF EVENT TO BE HELD Downtown Sounds Concert Series 2021

DATE(S) OF EVENT July 2nd, July 9th, July 16th, July 23rd, July 30th
August 6th, August 13th, August 20th, August 27th

TIME(S) OF EVENT 7:30pm – 9:30pm

LOCATION OF EVENT In front of Village Square

NAME & ADDRESS OF OWNER OF PREMISES _____

_____

EVENT SPONSER IS: For Profit_____($25.00 fee) Non-Profit ___x_____

DATE: _____ SIGNED: Patricia Holman Executive Director
Applicant

DATE:_____ SIGNED:_____
Owner of Property

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PERMIT APPROVED ON: _____ _____
City Clerk

PERMIT NO.: _____

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CITY OF GLEN COVE
9 Glen Street
Glen Cove, New York 11542
(516) 676-3345

EVENT PERMIT

NAME OF APPLICANT Glen Cove Downtown District Management Association

ADDRESS OF APPLICANT 30 A Glen Street, Suite 200 Glen Cover, NY 11542

NAME OF EVENT TO BE HELD Downtown Sound's New Year's Eve in Village Square

DATE(S) OF EVENT Friday December 31st, 2021

TIME(S) OF EVENT 6:00pm – 10pm

LOCATION OF EVENT Village Square

NAME & ADDRESS OF OWNER OF PREMISES _____

_____

EVENT SPONSER IS: For Profit_____($25.00 fee) Non-Profit ___x_____

DATE: _____ SIGNED: Patricia Helman Executive Director
Applicant

DATE:_____ SIGNED:_____
Owner of Property

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PERMIT APPROVED ON: _____ _____
City Clerk

PERMIT NO.: _____

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CITY OF GLEN COVE
9 Glen Street
Glen Cove, New York 11542
(516) 676-3345

EVENT PERMIT

NAME OF APPLICANT Glen Cove Downtown District Management Association

ADDRESS OF APPLICANT 30 A Glen Street, Suite 200 Glen Cove, NY 11542

NAME OF EVENT TO BE HELD Fitness in Village Square

DATE(S) OF EVENT Saturday April 17,24, May 1,8,15,22,29, June 5,12,19,26, July 3,10,17,24, 31, August 7,14,21,28, September 4,11, 18, 25 October 2,9,16,23,30, November 6,13,20

TIME(S) OF EVENT 10:00am – 11:00am

LOCATION OF EVENT Village Square

NAME & ADDRESS OF OWNER OF PREMISES _____
_____

EVENT SPONSER IS: For Profit_____($25.00 fee) Non-Profit ___x_____

DATE: _____ SIGNED: Patricia Holman Executive Director
Applicant

DATE:_____ SIGNED:_____
Owner of Property

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PERMIT APPROVED ON: _____ _____
City Clerk

PERMIT NO.: _____

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