



**LOCAL LAW 01 - 2021**  
**A LOCAL LAW TO OPT OUT OF ALLOWING CANNABIS RETAIL DISPENSARIES**  
**AND ON-SITE CONSUMPTION SITES AS AUTHORIZED UNDER CANNABIS LAW**  
**ARTICLE 4**

**BE IT ENACTED**, by the City Council of the City of Glen Cove, County of Nassau, State of New York as follows:

**Section 1: Legislative Intent and Purpose.**

It is the intent of this local law to opt out of allowing cannabis retail dispensaries and on-site cannabis consumption sites in the City of Glen Cove that would otherwise be allowed under Cannabis Law Article 4.

**Section 2: Authority.**

This Local Law is adopted pursuant to Cannabis Law § 131, which expressly authorizes the City Council to adopt a local law requesting the Cannabis Control Board to prohibit the establishment of cannabis retail dispensaries and/or on-site consumption licenses within the jurisdiction of the City and is subject to a permissive referendum, the procedure of which is governed by Municipal Home Rule Law § 24.

**Section 3: Local Opt-Out.**

The City Council of the City of Glen Cove, County of Nassau, State of New York hereby opts out of allowing cannabis retail dispensaries and on-site cannabis consumption sites from being established and operated within the City's jurisdiction.

**Section 4: Severability.**

If any clause, sentence, paragraph, subdivision or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of the Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5: Permissive Referendum / Referendum on Petition.**

This local law is subject to a referendum on petition in accordance with Cannabis Law § 131 and the procedure outlined in Municipal Home Rule Law § 24.

**Section 6: Effective Date.**

This local law shall take effect immediately upon filing with the Secretary of State.



**ORDINANCE 13/2021**  
**ORDINANCE AMENDING SECTIONS 265-34 OF THE CITY CODE OF ORDINANCES**  
**REGARDING VEHICLES AND TRAFFIC SCHEDULES**

**BE IT ORDAINED:**

The City Council hereby makes the following amendments to 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)

**Sec. 265-34 Schedule II: Speed Limits.**

In accordance with the provisions of § 265-5, speed limits are hereby established upon the following described streets or parts thereof:

<b>Name of Street</b>	<b>Speed Limit (mph)</b>	<b>Location</b>
Albin Street [Added 3-26-2019]	25	Entire length
Arbor Place	25	Entire length
Bridge Street [Added 9-23-2008]	20	Entire length
Center Street	25	Entire length
Duck Pond Road	15	Area within 300 feet of Friends Academy
East Avenue	15	Area within 300 feet of Connolly School
Elm Avenue	25	From Smith Street to Rellim Drive
Forest Avenue	20	Within 250 feet of the Finley Middle School in both an easterly and westerly direction
Franklin Avenue [Amended 10-10-2000]	20	Entire length
Glen Keith Road [Amended 9-28-1999]	20	Entire length
Glendale Drive	25	Entire length
Glen Street [Added 7-27-1999]	20	From Town Path to School Street
Highfield Road	25	Entire length
Johnson Street	25	Entire length
LaMarcus Avenue	25	Entire length



## PUBLIC HEARING 2B



<b>Name of Street</b>	<b>Speed Limit (mph)</b>	<b>Location</b>
Manor Place	25	Entire length
Maple Avenue [Added 11-28-2000]	20	Entire length
Marietta Road	25	Entire length
McLoughlin Street	15	Area within 300 feet of Landing School
Morgan Island/East Island [Added 10-22-2019]	25	Entire island
Old Tappan Road	25	Entire length
Piping Rock Road	15	Area within 300 feet of Friends Academy
Ridge Drive	15	South of Elm Avenue
School Street [Added 9-23-2008]	20	From Glen Street to Brewster Street
Seaman Road	25	Entire length
Shore Road [Added 3-26-2019]	25	Entire length
Southridge Drive	15	Area within 300 feet of Connolly School
Taylor Drive	25	Entire length
Town Path [Added 11-28-2000]	25	Entire length
Valentine Avenue [Added 5-11-1999]	25	Entire length
Walnut Road	25	Entire length
Walnut Road Extension	15	Area within 300 feet of Gribbon School
<u>West Stuart Drive</u>	<u>15</u>	<u>Entire length</u>



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

## BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: CAPITAL

BUDGET YEAR 2021

[illegible]

**Reason for Amendment:**

TO AMEND CAPITAL BUDGET RELATED TO PEDESTRIAN  
IMPROVEMENT PROJECT #1756 FOR ADDITIONAL  
NYS GRANT REIMBURSEMENT RECEIPTS

**Department Head Signature:**

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo  
DN: cn=Michael A. Piccirillo, o=CITY of Glen  
Cove, email=mpiccirillo@glencove.ny.gov, c=US  
Date: 2021.04.05 12:07:53 -0400

Date:

NOVEMBER 9, 2021

**City Controller Approval:**

\_\_\_\_\_  
Date: 2021/07/05 12:07:53 -0500  
\_\_\_\_\_  
Date: \_\_\_\_\_

Date:

NOVEMBER 9, 2021

**City Council Approval-Resolution Number:**

Date:



# RESOLUTION 6B



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

## BUDGET TRANSFER FORM

DEPARTMENT: Police

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3120-55416	Telecommunications		\$15,000.00
A3120-55420	Repairs & Maintenance	\$15,000.00	

Reason for Transfer:

To cover vehicle repairs

Department Head Signature: \_\_\_\_\_

Date: 11/4/21

City Controller Approval: \_\_\_\_\_

Date: 11/5/21

City Council Approval – Resolution Number: \_\_\_\_\_

Date: \_\_\_\_\_





## RESOLUTION 6C



### AMENDMENT NO. 2

THIS AMENDMENT, (together with any schedules, appendices, attachments and exhibits, if any, this “Amendment”), dated as the date that this Amendment is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”) acting for and on behalf of the Nassau County Department of Human Services, Office for the Aging, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553-3687 and (ii) ) City of Glen Cove, a municipal corporation, having its principal office at City Hall, 9 Glen Street, Glen Cove, New York 11542 (the “Contractor”).

### W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQHS20000038 between the County and the Contractor, executed on behalf of the County on August 24, 2020 as amended by Amendment No. 1 (collectively, the “Original Agreement”), the Contractor performs certain services for the County in connection with services/ program which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the “Services”) and Attachment A; and

WHEREAS, the term of the Original Agreement as amended is from January 1, 2020 through December 30, 2021 (the “Original Term”); and

WHEREAS; the maximum amount that the County agrees to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred Seventy Five Thousand and 00/100 dollars (\$175,000) (the “Maximum Amount”); and

WHEREAS, the parties are desirous of extending the term of the Original Agreement for an additional year, increasing the Maximum Amount of the Original Agreement by One Hundred Five Thousand and 00/100 dollars \$105,000.

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

1. Term. The term of the Original Agreement is hereby extended through December 31, 2022.
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Five Thousand and 00/100 dollars \$105,000.00 so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Hundred Eighty Thousand and 00/100 Dollars \$280,000.00 (the “Amended Maximum Amount”).
3. Budget. The budget referred to in Section 3 (h) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit A attached hereto (such amended budget, the “Amended Budget”).



## RESOLUTION 6C



4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.



## RESOLUTION 6C



IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

City of Glen Cove

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

NASSAU COUNTY

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title: County Executive

☐ Title: Chief Deputy County Executive.

☐ Title: Deputy County Executive.

Date:\_\_\_\_\_





## RESOLUTION 6C



**PLEASE EXECUTE IN BLUE INK**

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

**INDEPENDENT CONSULTANT AGREEMENT**

AGREEMENT IS HEREBY MADE between the Agency and Independent Consultant set forth below according to the following terms, conditions, and provisions:

**1. IDENTITY OF  
AGENCY**

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

**2. IDENTITY OF  
INDEPENDENT  
CONSULTANT**

The Independent Consultant (hereafter "IC") is identified as follows:

Name: Julio Benavides

Type Entity: (x) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 8642 91<sup>st</sup> Street

City/State/Zip: Woodhaven, NY 11421

Business Telephone: 917.635.9653

Email: jul10c3s4r79@gmail.com

**3. WORK TO BE  
PERFORMED**

AGENCY desires that IC perform, and IC agrees to perform the following work:

Age-Friendly Time Bank Database Consultant.

**4. TERMS OF  
PAYMENT**

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$1,800 total for contract term to be paid in 2 payments of \$900.

Dates: November 24<sup>th</sup>, 2021 – December 17<sup>th</sup>, 2021

**5. REIMBURSE-**

AGENCY shall not be liable to IC for any expenses paid or



## RESOLUTION 6D



For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

### MENT OF EXPENSES

incurred by IC unless otherwise agreed in writing.

#### 6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES

Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

#### 7. FEDERAL, STATE AND LOCAL PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

#### 8. FRINGE BENEFITS & COMPEN- SATION

Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or another fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

#### 9. WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

#### 10. CONFIDENTIALTY

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.

#### 11. TERM OF AGREEMENT

This agreement shall become effective on November 24<sup>th</sup>, 2021  
and shall terminate on December 17<sup>th</sup>, 2021



## RESOLUTION 6D



For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

### 12. TERMINATION WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

### 13. TERMINATION WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

### 14. NO AUTHORITY TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

### 15. ENTIRE AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

### 16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

### 17. AMENDMENTS

This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.



## RESOLUTION 6D



For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONSULTANT**

Julio Benavides

Firm/Individual Name

Julio Benavides  
Signature

Independent Consultant  
Title

11/15/2021  
Date

**INDEPENDENT CONSULTANT AGREEMENT**

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

**1. IDENTITY OF  
AGENCY**

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

**2. IDENTITY OF  
INDEPENDENT  
CONSULTANT**

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Omayra Torres

Type Entity: (x) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 8642 91<sup>st</sup> Street

City/State/Zip: Woodhaven NY 11421

Business Telephone: 917.669.9987

Email: omayratorres@gmail.com

**WORK TO BE  
PERFORMED**

AGENCY desires that IC perform and IC agrees to perform the following work:

Time Bank Consultant under the Age Friendly Initiative Grant.  
Coordination / supervision; reviews and recommendations of team, materials-application, orientation, policy and procedures, promotional materials. Training- 2 sessions.





## RESOLUTION 6E



For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

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3. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms  
and conditions: IC shall be paid

\$1,250 total for contract term to be paid in 2 payments of \$625.

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Dates: November 24<sup>th</sup>, 2021 – December 17<sup>th</sup>, 2021

4. REIMBURSE-  
MENT OF  
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or  
incurred by IC unless otherwise agreed in writing.

5. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES

Glen Cove Senior Center will provide all equipment, tools,  
materials and/or supplies to accomplish the work agreed to  
be performed. Should IC wish to purchase "supplies", IC  
must first obtain Glen Cove Senior Center prior written approval before it may be  
a reimbursable expense. IC must maintain "supplies" in good working condition  
through time of contract; failure may result in surcharges.

6. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll  
tax of any kind shall be withheld or paid by AGENCY on  
behalf of IC or the employees of IC. IC shall not be treated  
as an employee with respect to the services performed hereunder for federal or  
state tax purposes.

7. FRINGE BENEFITS &  
COMPEN-  
SATION

Because IC is engaged in IC's own independent business, WORKER'S  
IC is not eligible for and shall not participate in any  
employer pension, health, or other fringe benefit plan of the  
AGENCY. Likewise, no worker's compensation insurance shall be obtained by  
AGENCY concerning IC or the employees of IC. IC shall comply with the  
worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT  
OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or  
other information (collectively, the "Work Product") developed in whole or in  
part by IC in connection with the Services shall be the exclusive property of  
Agency. Upon request, IC shall sign all documents necessary to confirm or  
perfect the exclusive ownership Agency to the Work Product.



## RESOLUTION 6E



For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

### 10. CONFIDENTIALTY

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.

### 11. TERM OF AGREEMENT

This agreement shall become effective on November 24<sup>th</sup>, 2021  
and shall terminate on December 17<sup>th</sup>, 2021

### 12. TERMINATION WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

### 13. TERMINATION WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

### 14. NO AUTHORITY TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

### 15. ENTIRE AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

### 16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.



## RESOLUTION 6E



For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

### 17. AMENDMENTS

This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

#### \*AGENCY:

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

#### \*INDEPENDENT CONSULTANT

Omayra Torres  
Firm/Individual Name

Omayra Torres  
Signature

\_\_\_\_\_  
Independent Consultant  
Title

11/8/21  
Date





**INDEPENDENT CONSULTANT AGREEMENT**

AGREEMENT IS HEREBY MADE between the Agency and Independent Consultant set forth below according to the following terms, conditions, and provisions:

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

2. IDENTITY OF  
INDEPENDENT  
CONSULTANT

The Independent Consultant (hereafter "IC") is identified as follows:

Name: Carol Waldman

Type Entity: (X) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 270 Carpenter Avenue

City/State/Zip: Sea Cliff, NY 11579

Business Telephone: 516.216.0836

Email: waldman4@optonline.net

3. WORK TO BE  
PERFORMED

AGENCY desires that IC perform, and IC agrees to perform the following work:

Age-Friendly NC Consultant / Liaison .

4. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$15,000 total for contract term to be paid twice per month for a total of (24)  
payments of \$625.00.

Dates: January 1<sup>st</sup>, 2022 – December 31<sup>st</sup>, 2022



## RESOLUTION 6F



For Senior Center Use  
Log #: \_\_\_\_\_  
Date: \_\_\_\_\_

5. REIMBURSE-  
MENT OF  
EXPENSES  

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES  

Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES  

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS &  
COMPEN-  
SATION  

Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or another fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT  
OWNERSHIP  

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.
10. CONFIDENTIALTY  

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.



## RESOLUTION 6F



For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

11. TERM OF  
AGREEMENT

This agreement shall become effective on January 1<sup>st</sup>, 2022  
and shall terminate on December 31<sup>st</sup>, 2022

12. TERMINATION  
WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. TERMINATION  
WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY  
TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE  
AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

17. AMENDMENTS

This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.





## RESOLUTION 6F



For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

\*AGENCY:

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

\*INDEPENDENT CONSULTANT

Carol Waldman  
Firm/Individual Name

Carol Waldman  
Signature

Independent Consultant  
Title

11/15/21  
Date



## **INDEPENDENT CONSULTANT AGREEMENT**

AGREEMENT IS HEREBY MADE between the Agency and Independent Consultant set forth below according to the following terms, conditions, and provisions:

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

2. IDENTITY OF  
INDEPENDENT  
CONSULTANT

The Independent Consultant (hereafter "IC") is identified as follows:

Name: North Shore University Hospital

Type Entity: (x) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 300 Community Drive

City/State/Zip: Manhasset, NY 11030-3816

Business Telephone: 516-465-2776

Email: vcaruso2@northwell.edu

WORK TO BE  
PERFORMED

AGENCY desires that IC perform, and IC agrees to perform the following work:

Age-Friendly Director



## RESOLUTION 6G



For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

3. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$50,000 total for contract term to be paid twice per month for a total of (23)  
payments of \$2,080 and (1) payment of \$2,160.

Payments will be made to NSUH throughout the duration of Vincenza Caruso's  
employment there. If her employment status with NSUH shall change during the  
contract term, the payments for this position will follow Vincenza Caruso.

Dates: January 1<sup>st</sup>, 2022 - December 31<sup>st</sup>, 2022

4. REIMBURSE-  
MENT OF  
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

5. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES

Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

6. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

7. FRINGE BENEFITS &  
COMPEN-  
SATION

Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or another fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT  
OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.



## 10. CONFIDENTIALTY

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation, and other items that were used, created, or controlled by IC during the term of this Agreement.

## 11. TERM OF AGREEMENT

This agreement shall become effective on January 1<sup>st</sup>, 2022  
and shall terminate on December 31<sup>st</sup>, 2022

## 12. TERMINATION WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.

## 13. TERMINATION WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

## 14. NO AUTHORITY TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

## 15. ENTIRE AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

## 16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.



## RESOLUTION 6G



For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

### 17. AMENDMENTS

This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

#### \*AGENCY:

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature                      Mayor                      \_\_\_\_\_  
Title                      Date

#### \*INDEPENDENT CONTRACTOR

North Shore University Hospital  
Firm/Individual Name

Diane M. Marbury                      Director, Grants Management                      11/12/2021  
Signature                      Title                      Date



# RESOLUTION 6H



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

## EVENT PERMIT

NAME OF APPLICANT Ymca @ Glen Cove Peter Foster

ADDRESS OF APPLICANT 125 Doboris Lane, Glen Cove, N.Y. 11542 (516) 583-5413

NAME OF EVENT TO BE HELD Nicole Karousos 5K

DATE(S) OF EVENT May 14<sup>th</sup>, 2022

TIME(S) OF EVENT 7:30 am (finish line set up) 8:45 (start @ walnut) Pool Closures During Race 70 minutes

LOCATION OF EVENT starts behind high school & ends @ the Ymca

NAME & ADDRESS OF OWNER OF PREMISES Ind of Race - Ymca of Long Island Inc. 121 Doboris Lane, Glen Cove, N.Y. 11542

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

DATE: 11/5/2021 SIGNED: [Signature]  
APPLICANT

DATE: 11/5/2021 SIGNED: [Signature]  
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

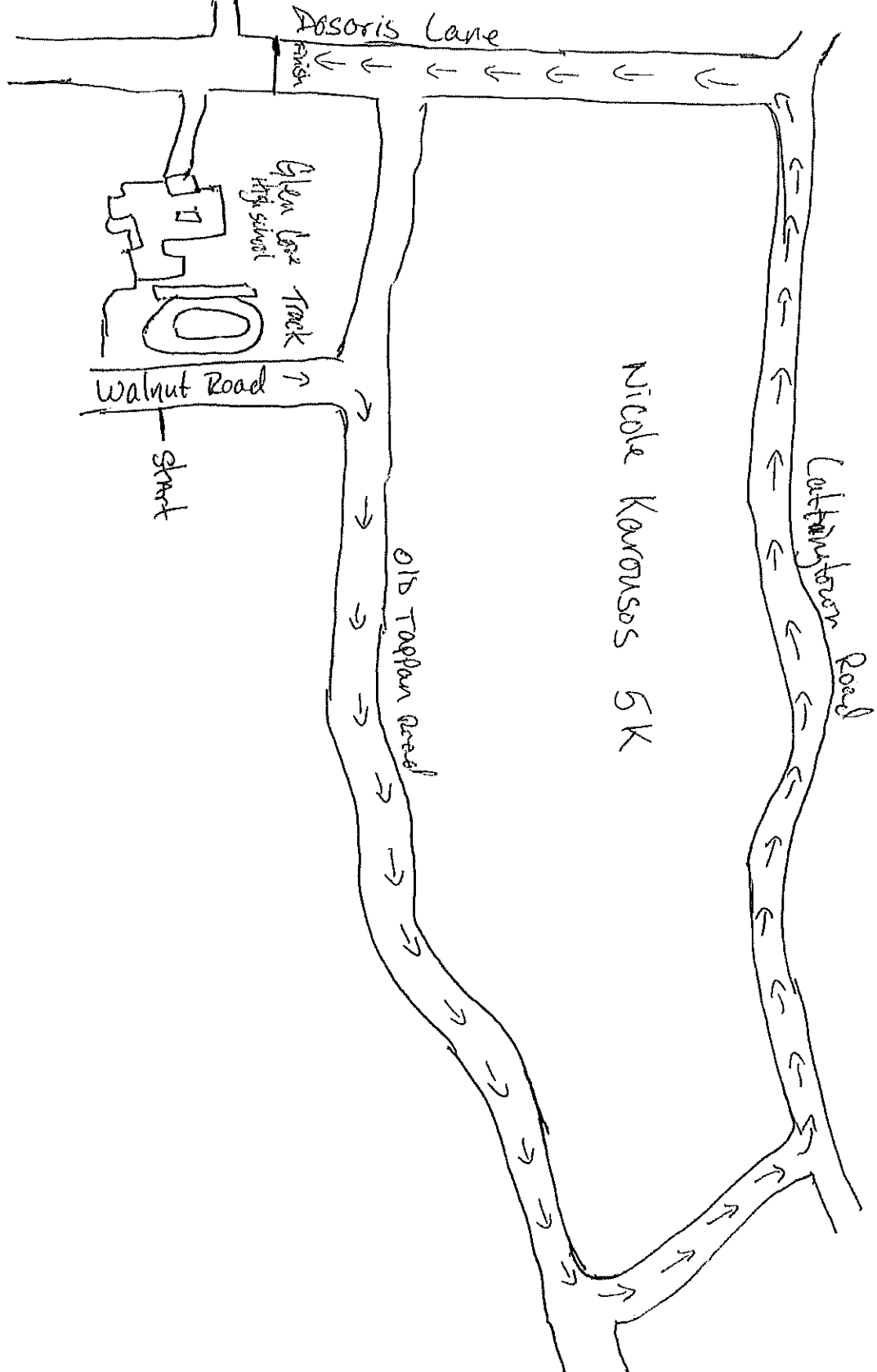
Per hour = \_\_\_\_\_



4 m CA



# RESOLUTION 6H





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2021

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. One Jericho Plaza Suite 200 Jericho NY 11753	<b>CONTACT</b> NAME: Carmella Fitzpatrick PHONE (A/C, No, Ext): 516-745-0800 FAX (A/C, No): 516-745-0082 E-MAIL: Carmella_Fitzpatrick@ajg.com ADDRESS:														
<b>INSURED</b> YMCA of Long Island, Inc. 121 Dosoris Lane Glen Cove NY 11542	<table border="1"> <tr> <th data-bbox="820 487 1372 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1372 487 1485 514">NAIC #</th> </tr> <tr> <td data-bbox="820 514 1372 541">INSURER A: NOVA Casualty Company</td> <td data-bbox="1372 514 1485 541">42552</td> </tr> <tr> <td data-bbox="820 541 1372 569">INSURER B: State Insurance Fund of New York</td> <td data-bbox="1372 541 1485 569"></td> </tr> <tr> <td data-bbox="820 569 1372 596">INSURER C:</td> <td data-bbox="1372 569 1485 596"></td> </tr> <tr> <td data-bbox="820 596 1372 623">INSURER D:</td> <td data-bbox="1372 596 1485 623"></td> </tr> <tr> <td data-bbox="820 623 1372 651">INSURER E:</td> <td data-bbox="1372 623 1485 651"></td> </tr> <tr> <td data-bbox="820 651 1372 678">INSURER F:</td> <td data-bbox="1372 651 1485 678"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NOVA Casualty Company	42552	INSURER B: State Insurance Fund of New York		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: NOVA Casualty Company	42552														
INSURER B: State Insurance Fund of New York															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 781968521

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Social Service <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CFY ML 10000022-04	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CFY AU 10000018-04	5/15/2021	5/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		CFY UM 10000019-04	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	H8322166	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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## RESOLUTION 6I



**Timothy Tenke**  
*Mayor*  
**Michael A. Piccirillo**  
*Controller*  
[mpiccirillo@glencove-ny.gov](mailto:mpiccirillo@glencove-ny.gov)

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

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

### TRAINING REQUEST FORM

Date: November 12, 2021

Your Name: William Whitton

Department: Police

Class Requested: School Shooting Prevention Leadership Cost of Class: \$300

Date(s) of Class(es):

#### Costs Associated with Class:

Airfare: \$525.00

Car Service:

Hotel: \$1,200.00

Meals: \$245

Rental Car: \$400

Parking:

Gas:

Mileage:

Tolls:

Total Estimated Cost of Class plus Expenses: \$2,670

FUND LINE: A3120-55411 Travel & A3120-55442 Training

Department Head Signature:

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



## RESOLUTION 6I



**Timothy Tenke**  
*Mayor*  
**Michael A. Piccirillo**  
*Controller*  
[mpiccirillo@glencoveny.gov](mailto:mpiccirillo@glencoveny.gov)

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

Phone: (516) 676-2000  
Fax: (516) 759-6791  
[www.glencove-nj.us](http://www.glencove-nj.us)

### TRAINING REQUEST FORM

Date: November 12, 2021

Your Name: **Christopher Ortiz** Department: **Police**

Class Requested: School Shooting Prevention Leadership Cost of Class: **\$300**

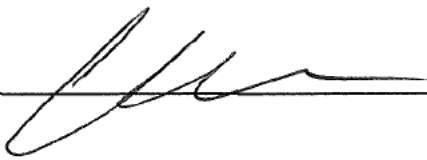
Date(s) of Class(es): **[REDACTED]**

#### Costs Associated with Class:

Airfare: <b>\$525.00</b>	Car Service:
Hotel: <b>\$1,200.00</b>	Meals: <b>\$245</b>
Rental Car:	Parking:
Gas:	
Mileage:	
Tolls:	

Total Estimated Cost of Class plus Expenses: **\$2,270**

FUND LINE: **A3120-55411 Travel & A3120-55442 Training**

Department Head Signature: 

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

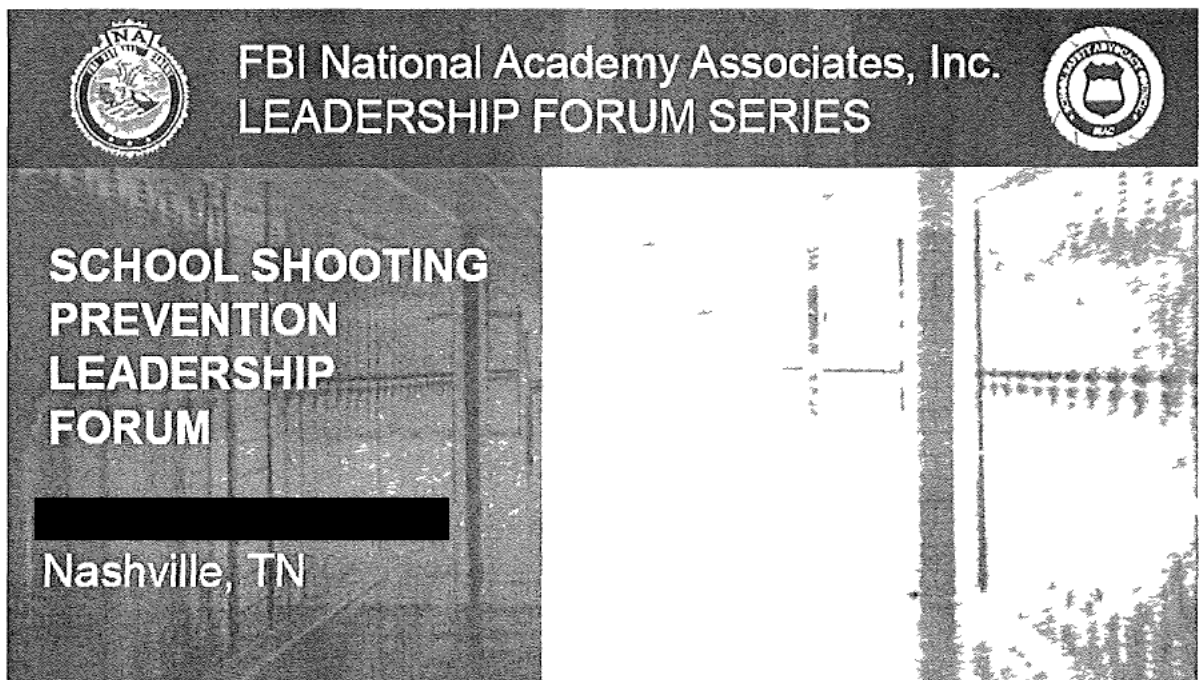


**Maureen Pappachristou**

---

**From:** Chris Ortiz  
**Sent:** Wednesday, November 10, 2021 9:47 AM  
**To:** Maureen Pappachristou  
**Subject:** FW: School Shooting Prevention Leadership Forum

**From:** FBI National Academy Associates, Inc. <do-not-reply@fbinaa.org>  
**Sent:** Monday, November 8, 2021 12:01 PM  
**To:** Chris Ortiz <cortiz@glencovepd.org>  
**Subject:** School Shooting Prevention Leadership Forum



## **School Shooting Prevention Leadership Forum**

Each day law enforcement and school districts across the United States are responsible for protecting our almost 133,000 schools and 63 million students, faculty, and staff. This 2-day, Leadership Forum is presented as a partnership between the FBI National Academy Associates (FBINAA) and the School Safety Advocacy Council. The Forum will provide the attendees with the knowledge, skills, and resources needed to improve the overall security of their community's schools while developing a coordinated plan for crisis response.



## RESOLUTION 6I



### Critical Concerns:

- Review of school security trends & threat concerns
- Lessons learned: A review of past incidents
- The dynamics of active assailant situation
- Multi-agency response: Coordinating law enforcement, fire, EMS, and schools
- Understanding and conducting a school security survey & assessment
- Building capacity; Conducting Drills and Exercises

### Keynote Speakers:

- Chief Timothy Enos, Sarasota County Schools Police Department
  - *School Shootings: Leading the Way in the New Normal*
- Special Agents John Skillestad & Karen Favors
  - *FBI Violence Reduction Unit/Active Shooter Team*
- Curtis Lavarello, Executive Director SSAC
  - *School Crisis and Safety Assessments*
- Sean Burke, President SSAC
  - *Be Prepared and Aware*

---

### Who Should Attend

Law enforcement commanders; school administrators; school resource officers; fire/ems officials; school security directors

### Location

Embassy Suites - Poplar Ballroom

820 Crescent Centre Drive

Franklin, TN 37067





## RESOLUTION 6J



**Timothy Tenke**  
*Mayor*  
**Michael A. Piccirillo**  
*Controller*  
[mpiccirillo@glencoveny.gov](mailto:mpiccirillo@glencoveny.gov)

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

Phone: (516) 676-2000  
Fax: (516) 759-6791  
[www.glen Cove-li.us](http://www.glen Cove-li.us)

### TRAINING REQUEST FORM

Date: 11/05/2021

Your Name: Rocco Graziosi

Department: Public Works

Class Requested: NYSDEC Erosion & Sediment Control On Cost of Class: \$250

Date(s) of Class(es): December 14, 2021

#### Costs Associated with Class:

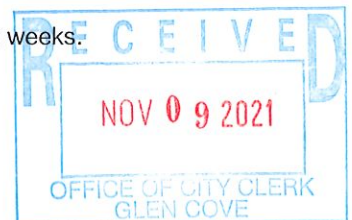
Airfare:	Car Service:
Hotel:	Meals:
Rental Car:	Parking:
Gas:	
Mileage:	
Tolls:	

Total Estimated Cost of Class plus Expenses: \$250

FUND LINE: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

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





## RESOLUTION 6J



8, 2021	Sponsor - Essex County Soil and Water Conservation District Location - ZOOM Time - 8:00 AM - 12:00 PM	Contact webpage address: <a href="http://www.essexcountyswcd.org">www.essexcountyswcd.org</a> *Pre-registration required by December 6, 2021
14, 2021	Sponsor - Warren County Soil and Water Conservation District Location - ZOOM Time - 12:00 PM - 4:00 PM	Contact telephone number: (518) 623-3119 Contact e-mail address: <a href="mailto:jim99@nycap.rr.com">jim99@nycap.rr.com</a> , <a href="mailto:nrowell123@nycap.rr.com">nrowell123@nycap.rr.com</a> Contact webpage address: <a href="http://www.warrenswcd.org">www.warrenswcd.org</a> *Pre-registration required Day before training date.
2022	Natural Resource Center 7413 County House Road Arlington, NY 12004	315-704-6204



# Michel & Associates

Via Hand

September 27, 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: Landscape Architecture/Site Planning Services  
Macarone Ball Field Storage Bins, Glen Cove, NY

Dear Mr. Saulino:

Pursuant to our recent conversations and meetings regarding the plan for concrete storage bins at the Macarone Ball Field. Our services will focus on the initial site design and preparing a budget cost estimate for the construction of the storage bins. The scope of services are outlined below.

## **Scope of Services:**

1. **Research/Data Collection:**
  - a. **Research** – the firm will research the relevant information necessary for the construction of the storage bins and comply with codes and regulations.
  - b. **Site Visits** - we will also visit the site, meet with you, and Manny Grella to survey and measure existing conditions.
  - c. **Base Map** – basic infield measurements, mapping of site visits, Michel & Associates will prepare a base Site Plan suitable for preparing design studies and construction documents.

Landscape Architecture  
126 Glen Street, Glen Cove, New York 11542

Site Planning  
516-676-0072



## RESOLUTION 6K



Mr. Louis Saulino, P.E.

-2-

September 27, 2021

2. **Design Phase:**

- a. **Design Plans** – Michel & Associates will prepare alternate design plans for the Storage Bin Area, indicating the size and uses of each area.
- b. **Cost Estimate** - upon review and approval of design plan, the firm will prepare cost a estimate accounting for the construction costs of grading, materials, etc.

3. **Construction Documents** – prepare construction documents including:

- a. **Site Plan** – prepare site plan to include layout, dimensions, materials, pitches, etc.
- b. **Details** – prepare details, information and sections for construction of walls and pavements.

3. **Construction Administration:**

- a. **Bidding** – assist in bidding process
- b. **OPTION #1** – prepare bid specifications for public bidding of project.

3. **Meetings** – the firm will meet with Glen Cove Administration up to 3 times to discuss and revise plans. .

4. **Compensation** – Fees for services outlined above shall be on a flat fee basis. Fees shall be invoiced at the following milestones:

- a. **Fees** – shall be a flat fee of \$2,975(two thousand nine hundred & seventy five dollars).
- b. **Fee Milestones :**

Completion of Design Plans	\$1,200
Completion of Construction Documents	1,375
Bid Administration	400
OPTION # 1	



## RESOLUTION 6K



Mr. Louis Saulino, P.E.

-3-

September 27, 2021

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

Respectfully,

Michael A. Michel, ASLA  
Principal  
Michel & Associates

Accepted: \_\_\_\_\_

Dated: \_\_\_\_\_

:cb

p21 24 CoGCMacarone Pk bins 0927 21.1



# Michel & Associates

Via Hand

October 29, 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: Landscape Architecture/Site Planning Services  
Head of the Creek Park, Charles Str., Glen Cove, NY

Dear Mr. Saulino.:

Pursuant to our recent conversations and meetings regarding the site development at Head of the Creek Park. Our services will focus on the initial site design and preparing a budget cost estimate for the preparation and installation of the park area. The scope of services are outlined below.

## **Scope of Services:**

### **1. Research/Data Collection:**

- a. **Research** – the firm will research the relevant information necessary for the reconstruction of the dog park and play ground areas to meet the parks' needs and comply with codes and regulations.
- b. **Site Visits** - we will also visit the site for the survey of existing conditions including: size, materials, existing vegetation, etc.
- c. **Base Map** – Michel & Associates will prepare, based on documents provided by the GCDPW and field measurements a Base Plan suitable for preparing interim studies indicating the existing conditions and topography and review meetings.

Landscape Architecture  
126 Glen Street, Glen Cove, New York 11542

Site Planning  
516-676-0072





Mr. Louis Saulino, P.E.

-2-

October 29, 2021

2. **Design Phase:**

- a. **Concept Design Plans** – Michel & Associates will prepare alternate design sketch plans for the Head of the Creek Park.
  - b. **Cost Estimate** - the firm will prepare cost estimates accounting for the construction costs of grading, materials, planting, etc. Upon review and discussion of design alternates, the firm will prepare a final Site Plan incorporating all of the design revisions, comments, etc., of items proposed in design plans. Cost estimate will include grading, proposed hardscape, landscape, etc.
  - c. **Construction Documents** – will be structured such that the project can be completed by one Contractor representing all trades, divided into related parts and phases and/or different contractors. Michel & Associates shall prepare:
    - I. **Site Plan** – indicating general layout, dimensions, materials, project limits, etc.
    - II. **Grading Plan** – plan indicating the pitch, slopes, elevations of surfaces, erosion control, etc.
    - III. **Landscape Plan** – indicating proposed planting, lawn areas, botanical names, quantities, etc.
    - IV. **Site Details** – individual details/sections, notes etc., of materials and construction of areas – pavements, benches, etc.
    - V. **Bid Documents & Specifications** – written description of proposed work, means, methods, etc. We will coordinate our documents with CGDPW.
  - d. **Colored Rendering** – the firm will prepare color rendered site plan of the design plans as necessary for meetings and presentations.
3. **Meetings** – the firm will meet with Glen Cove DPW up to 3 times to discuss and revise plans.



## RESOLUTION 6L



Mr. Louis Saulino, P.E.

-3-

October 29, 2021

4. **Compensation** – Fees for services outlined above shall be a flat fee of \$4,900 (four thousand nine hundred dollars), in 3 three parts:

- |    |                                    |         |
|----|------------------------------------|---------|
| a. | <b>Design Phase</b>                | \$2,000 |
| b. | <b>Construction Documents</b>      | 1,400   |
| c. | <b>Bid Documents</b> (if required) | 1,500   |

5. **Fee Milestones :**

Design Phase	\$ 2,000
Completion of Construction Documents	1,400
Bid Documents (if required)	1,500

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

Respectfully,

Michael A. Michel, ASLA  
Principal  
Michel & Associates

Accepted: \_\_\_\_\_

Dated: \_\_\_\_\_

:cb



**Your Child Care Stabilization Grant Application has been approved A-14099**

nyocfs@public.govdelivery.com <nyocfs@public.govdelivery.com>

Wed 11/17/2021 11:45 AM

To: Carolina Guastella <CGuastella@glencoveny.gov>

 New York State

**KATHY C. HOCHUL**  
Governor

**Sheila J. Poole**  
Commissioner

Dear Glen Cove After 3 Landing,

Your Child Care Stabilization Grant Application for Glen Cove After 3 Landing has been approved A-14099. You should receive your first payment within 30 days of your application submission date of 11/17/2021 11:44 AM. If you have any questions about the status of your application please call 1-844-863-9319, visit our Help Center at [www.ocfs.ny.gov/programs/childcare/stabilization](http://www.ocfs.ny.gov/programs/childcare/stabilization) , or contact your local Child Care Resource and Referral agency Child Care Council of Nassau at 516-358-9250 ext 128 AND [businesshelp@childcarenassau.org](mailto:businesshelp@childcarenassau.org).

Sincerely,

New York Office of Children and Family Services



**Your Childcare Stabilization Grant Application: A-14099 has been received!**

nyocfs@public.govdelivery.com <nyocfs@public.govdelivery.com>

Wed 11/17/2021 11:45 AM

To: Carolina Guastella <CGuastella@glencoveny.gov>

 New York State

**KATHY C. HOCHUL**  
Governor

**Sheila J Poole**  
Commissioner

Thank you for your application! We have received your Child Care Stabilization Grant Application A-14099. It is currently processing. You will receive an email from nyocfs@public.govdelivery.com once your application has been processed.

Sincerely,

New York Office of Children and Family Services



**Your Childcare Stabilization Grant Application: A-14098 has been received!**

nyocfs@public.govdelivery.com <nyocfs@public.govdelivery.com>

Wed 11/17/2021 11:35 AM

To: Carolina Guastella <CGuastella@glencoveny.gov>

 **New York State**

**KATHY C. HOCHUL**  
Governor

**Sheila J Poole**  
Commissioner

Thank you for your application! We have received your Child Care Stabilization Grant Application A-14098. It is currently processing. You will receive an email from nyocfs@public.govdelivery.com once your application has been processed.

Sincerely,

New York Office of Children and Family Services



## OCFS Child Care Stabilization Grant - A-14099

### 1: GENERAL APPLICANT INFORMATION

CHILD CARE PROGRAM NAME	COUNTY/BOROUGH	ADDRESS
Glen Cove After 3 Landing	Nassau	60 Mc Loughlin Street
CITY	STATE	ZIP CODE
Glen Cove	NY	11542
MAILING ADDRESS	MAILING CITY	MAILING STATE
128B Glen Street	Glen Cove	NY
MAILING ZIP CODE	FACILITY ID	PERMIT NUMBER
11542	433589	
LEGAL BUSINESS NAME	DBA	OPERATOR/DIRECTOR NAME
Glen Cove After 3 Landing		Tsirkas, Spiro K.
OPERATOR/DIRECTOR CONTACT EMAIL	PHONE NUMBER	OPERATOR/DIRECTOR RACE
cguastella@glencoveny.gov	(516) 671-4600	White
MODALITY	OPERATOR/DIRECTOR ETHNICITY	OPERATOR/DIRECTOR GENDER
SACC	Not Latino	Male





## 2: OPERATIONAL STATUS

DO YOU HAVE ANY HEAD START, EARLY HEAD START, OR PUBLICLY-FUNDED PRE-K FUNDING SUPPORTING YOUR PROGRAM?

No

WHAT IS THE CURRENT STATUS OF YOUR PROGRAM?

Open

DO YOU CURRENTLY HAVE ANY CHILDREN IN CARE WHO ARE RECEIVING CHILD CARE SUBSIDY THROUGH THE LOCAL SOCIAL SERVICES DISTRICT AS OF THE DATE OF THIS APPLICATION?

Yes

PLEASE INDICATE NUMBER OF CHILDREN IN CARE RECEIVING CHILD CARE SUBSIDY THROUGH THE LOCAL SOCIAL SERVICES DISTRICT, AS OF THE DATE OF THIS APPLICATION

3

## 3: CHILD COUNT INFORMATION

WHAT IS THE LICENSED/REGISTERED/PERMITTED CAPACITY OF YOUR PROGRAM AS NOTED ON YOUR LICENSE/REGISTRATION/PERMIT? FOR LEGALLY-EXEMPT GROUP PROGRAMS, THIS IS THE NUMBER OF CHILDREN WHO ARE ENROLLED WHO RECEIVE SUBSIDY

50

PROVIDER STATEMENT: MY ESTIMATED CURRENT MONTHLY EXPENSES ARE

2158.00

IF YOU NEED ASSISTANCE IN CALCULATING YOUR CURRENT MONTHLY EXPENSES, PLEASE REACH OUT TO YOUR LOCAL CCR&R.

Child Care Council of Nassau

99 Quentin Roosevelt Blvd, Suite 201 Garden City, New York 11530

[businesshelp@childcarenassau.org](mailto:businesshelp@childcarenassau.org)

516-358-9250 ext 128

## 4: OPTIONS FOR USE OF FUNDS

GRANT FUNDS MUST BE USED FOR ONE OR MORE OF THE PURPOSES BELOW. PLEASE MARK WHICH CATEGORIES YOU WILL SUPPORT WITH THE FUNDING RECEIVED FROM THE GRANT (PLEASE CHECK ALL THAT APPLY. SELECT AT LEAST ONE FROM THE LIST BELOW):

- Personnel costs, benefits, premium pay, and recruitment and retention.
- Personal protective equipment, cleaning and sanitation supplies and services, or training.
- Professional development related to health and safety practices.
- Purchases of or updates to equipment and supplies to respond to COVID-19.
- Goods and services necessary to maintain or resume child care services.
- Mental health supports for children and employees.

PLEASE INDICATE IF YOU PLAN TO USE FUNDS FOR ANY EXPENSES BEFORE MARCH 11, 2021

No

## 5: ESTIMATED GRANT AWARD AMOUNT

TOTAL ESTIMATED STABILIZATION GRANT AMOUNT

\$43700.00

EXPECTED PAYMENT MONTH	STATUS	PAYMENT AMOUNT
November	APPROVED	\$7283.33
December	PENDING RECERTIFICATION	\$7283.33
	TOTAL AMOUNT	\$14566.67

Estimated Grant Award Amount is based on information provided at the time of application. Changes in application information, including capacity or status, may impact final grant award amount and/or monthly award amounts.

The total grant amount will be paid out over six monthly payments, assuming no changes in application details or facility status.

The payment dates are tentative pending monthly verification that there have been no changes to your program's status. Changes in status could impact monthly and overall grant payment amounts. Payment dates are the dates of payment processing, providers should expect their funds within 14 days of successful payment processing.

**6: PAYMENT INFORMATION**LEGAL NAME OF CHILD CARE  
PROGRAM

Glen Cove After 3 Landing

DBA

LEGAL ENTITY

Unincorporated Association

SFS VENDOR ID

1100100813

TAX IDENTIFICATION TYPE

EIN

TAX ID/SSN/FEDERAL ID NUMBER

\*\*\*\*\*

WHAT IS YOUR ROLE IN PROGRAM

Director

PLEASE SPECIFY YOUR ROLE  
HEREWHAT IS YOUR PREFERRED  
PAYMENT METHOD FOR RECEIPT  
OF THE GRANT FUNDS?

ACCOUNT TYPE

PROGRAM PHYSICAL SITE  
ADDRESS60 Mc Loughlin Street Glen  
Cove NY 11542

MAILING ADDRESS

128B Glen Street Glen Cove  
NY 11542

ROUTING NUMBER

CONFIRM ROUTING NUMBER

ACCOUNT NUMBER

RE-ENTER ACCOUNT NUMBER

PAYMENT ATTESTATION

Yes

PAYMENT AUTHORIZATION SFS

Yes

PAYMENT AUTHORIZATION BANK

No

BUSINESS NAME (ENTER EXACTLY  
AS IT APPEARS ON YOUR  
ACCOUNT)

ACCOUNT HOLDER FIRST NAME

ACCOUNT HOLDER LAST NAME



## 7: PROVIDER ATTESTATIONS

### Final Attestation Terms and Conditions:

- I will promptly notify the Office of Children and Family Services (OCFS) of any changes to information provided in this application, including, but not limited to,
  - the closure of my child care program,
  - my legally exempt group program is no longer serving families with subsidies
  - my child care program will not open by September 20, 2021, or within thirty days of application, if currently closed, whichever is later.
- I understand that if my child care program permanently closes during the grant period, I must return all unspent funds and am no longer eligible to receive any additional grant payments. The grant application period terminates November 30, 2021, and funding can be used until 9/30/23 as long as the program is open and serving children, or enrolled and serving families
- I agree that my program will follow all OCFS regulations and New York State Department of Health guidance, and New York City Department of Health and Mental Hygiene regulations if applicable, and maintain good standing (as defined in the Statement of Grant Opportunity) and, to the greatest extent possible, implement policies in line with guidance from the Centers for Disease Control and Prevention (CDC) (available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/child-care-guidance.html>).

### Allowable uses of the Child Care Program Stabilization Funding

- Personnel costs, including payroll, salaries, similar employee compensation, employee benefits, retirement costs, educational costs, child care costs; and supporting staff expenses in accessing COVID-19 vaccines
- Rent (including under a lease agreement) or payment on any mortgage obligation, utilities, or insurance; also may include late fees or charges related to late payments
- Facility maintenance or improvements, defined as minor renovations, including outdoor learning spaces/playgrounds, and minor improvements to address COVID-19 concerns
- Personal protective equipment, cleaning and sanitization supplies and services, or training and professional development related to health and safety practices
- Purchases of or updates to equipment and supplies to respond to COVID-19
- Goods and services necessary to maintain or resume child care services



- Mental health supports for children and employees
- Health and safety trainings for staff, including but not limited to CPR, First Aid, and medication administration

This includes the reimbursement of expenses incurred from January 31, 2020 as long as they were related to the COVID-19 public health emergency, in the categories above, and were not funded through other grant programs.

- OCFS or its agents may monitor this application and use of funds to ensure the accuracy of the information that I have provided and the proper use of funds.
- I understand that at any time, I may be asked to produce records for verification purposes upon audit of any Child Care Stabilization funds.
- I agree to provide information and supporting documents as requested.
- I agree to provide, for audit purposes, access to the child care facility for which this application is submitted, information and documentation related to the application and use of funds, and access to interview child care staff members in connection with this application and the use of funds received.
- I must retain supporting documentation for a period of three years and promptly submit it to OCFS upon request.
- I understand that providing false or inaccurate information on this application or improper use of funds will result in the return or repayment of funds. I agree to repay funds as required
- I agree that the operating expenses included in the application are accurate for my child care program
- I agree to report the use of funds received to OCFS or its agents upon request.
- I agree I will not reduce salary or benefits to employees of my child care program for the duration of the grant. For each employee of the child care program, I agree to pay at least the same amount in weekly wages and maintain the same benefits (such as health insurance and retirement, if applicable) for the duration of this child care stabilization grant. I agree to prevent any involuntarily furlough of employees from the date of application submission through the duration of the grant period.
- I agree to provide relief from copayments and tuition payments for the families enrolled in my child care program, to the extent possible, and prioritize such relief for families struggling to make either type of payment.
- I agree that I cannot use child care stabilization to pay for expenses expressly covered by another external source, e.g., the Paycheck Protection Program (PPP), or to supplant other federal or state funds.



## RESOLUTION 6M



- I must spend all Child Care Stabilization funds by September 30, 2023.
- I have read and agree to the terms and conditions and am an authorized person to submit this application. I understand and consent to be contacted regarding this application via the email and / or via text message to the telephone number on file.

Are you a Head Start/Early Head Start/ publicly-funded Pre-K provider?

No

Signature

Signature Date

Spiro K Tsirkas

11/17/2021





**Your Child Care Stabilization Grant Application has been approved A-14102**

nyocfs@public.govdelivery.com <nyocfs@public.govdelivery.com>

Wed 11/17/2021 11:49 AM

To: Carolina Guastella <CGuastella@glencoveny.gov>

 New York State

**KATHY C. HOCHUL**  
Governor

**Sheila J. Poole**  
Commissioner

Dear Glen Cove After 3 Middle School,

Your Child Care Stabilization Grant Application for Glen Cove After 3 Middle School has been approved A-14102. You should receive your first payment within 30 days of your application submission date of 11/17/2021 11:49 AM. If you have any questions about the status of your application please call 1-844-863-9319, visit our Help Center at [www.ocfs.ny.gov/programs/childcare/stabilization](http://www.ocfs.ny.gov/programs/childcare/stabilization), or contact your local Child Care Resource and Referral agency Child Care Council of Nassau at 516-358-9250 ext 128 AND [businesshelp@childcarenassau.org](mailto:businesshelp@childcarenassau.org).

Sincerely,

New York Office of Children and Family Services



**Your Childcare Stabilization Grant Application: A-14102 has been received!**

nyocfs@public.govdelivery.com <nyocfs@public.govdelivery.com>

Wed 11/17/2021 11:49 AM

To: Carolina Guastella <CGuastella@glencoveny.gov>

 **New York State**

**KATHY C. HOCHUL**  
Governor

**Sheila J Poole**  
Commissioner

Thank you for your application! We have received your Child Care Stabilization Grant Application A-14102. It is currently processing. You will receive an email from nyocfs@public.govdelivery.com once your application has been processed.

Sincerely,

New York Office of Children and Family Services



## OCFS Child Care Stabilization Grant - A-14102

### 1: GENERAL APPLICANT INFORMATION

CHILD CARE PROGRAM NAME	COUNTY/BOROUGH	ADDRESS
Glen Cove After 3 Middle School	Nassau	1 Forest Ave. Robert Finley Middle School
CITY	STATE	ZIP CODE
Glen Cove	NY	11545
MAILING ADDRESS	MAILING CITY	MAILING STATE
128 B Glen Street	Glen Cove	NY
MAILING ZIP CODE	FACILITY ID	PERMIT NUMBER
11542	428201	
LEGAL BUSINESS NAME	DBA	OPERATOR/DIRECTOR NAME
Glen Cove After 3 Middle School		Tsirkas, Spiro K.
OPERATOR/DIRECTOR CONTACT EMAIL	PHONE NUMBER	OPERATOR/DIRECTOR RACE
cguastella@glencoveny.gov	(516) 671-4600	White
MODALITY	OPERATOR/DIRECTOR ETHNICITY	OPERATOR/DIRECTOR GENDER
SACC	Not Latino	Male



## 2: OPERATIONAL STATUS

DO YOU HAVE ANY HEAD START, EARLY HEAD START, OR PUBLICLY-FUNDED PRE-K FUNDING SUPPORTING YOUR PROGRAM?

No

WHAT IS THE CURRENT STATUS OF YOUR PROGRAM?

Open

DO YOU CURRENTLY HAVE ANY CHILDREN IN CARE WHO ARE RECEIVING CHILD CARE SUBSIDY THROUGH THE LOCAL SOCIAL SERVICES DISTRICT AS OF THE DATE OF THIS APPLICATION?

No

PLEASE INDICATE NUMBER OF CHILDREN IN CARE RECEIVING CHILD CARE SUBSIDY THROUGH THE LOCAL SOCIAL SERVICES DISTRICT, AS OF THE DATE OF THIS APPLICATION

## 3: CHILD COUNT INFORMATION

WHAT IS THE LICENSED/REGISTERED/PERMITTED CAPACITY OF YOUR PROGRAM AS NOTED ON YOUR LICENSE/REGISTRATION/PERMIT? FOR LEGALLY-EXEMPT GROUP PROGRAMS, THIS IS THE NUMBER OF CHILDREN WHO ARE ENROLLED WHO RECEIVE SUBSIDY

225

PROVIDER STATEMENT: MY ESTIMATED CURRENT MONTHLY EXPENSES ARE

10062.00

IF YOU NEED ASSISTANCE IN CALCULATING YOUR CURRENT MONTHLY EXPENSES, PLEASE REACH OUT TO YOUR LOCAL CCR&R.

Child Care Council of Nassau

99 Quentin Roosevelt Blvd, Suite 201 Garden City, New York 11530

[businesshelp@childcarenassau.org](mailto:businesshelp@childcarenassau.org)

516-358-9250 ext 128

## 4: OPTIONS FOR USE OF FUNDS

GRANT FUNDS MUST BE USED FOR ONE OR MORE OF THE PURPOSES BELOW. PLEASE MARK WHICH CATEGORIES YOU WILL SUPPORT WITH THE FUNDING RECEIVED FROM THE GRANT (PLEASE CHECK ALL THAT APPLY. SELECT AT LEAST ONE FROM THE LIST BELOW):

- Personnel costs, benefits, premium pay, and recruitment and retention.
- Personal protective equipment, cleaning and sanitation supplies and services, or training.
- Professional development related to health and safety practices.
- Purchases of or updates to equipment and supplies to respond to COVID-19.
- Goods and services necessary to maintain or resume child care services.
- Mental health supports for children and employees.

PLEASE INDICATE IF YOU PLAN TO USE FUNDS FOR ANY EXPENSES BEFORE MARCH 11, 2021

No

## 5: ESTIMATED GRANT AWARD AMOUNT

TOTAL ESTIMATED STABILIZATION GRANT AMOUNT

\$147200.00

EXPECTED PAYMENT MONTH	STATUS	PAYMENT AMOUNT
November	APPROVED	\$24533.33
December	PENDING RECERTIFICATION	\$24533.33
	TOTAL AMOUNT	\$49066.67

Estimated Grant Award Amount is based on information provided at the time of application. Changes in application information, including capacity or status, may impact final grant award amount and/or monthly award amounts.

The total grant amount will be paid out over six monthly payments, assuming no changes in application details or facility status.

The payment dates are tentative pending monthly verification that there have been no changes to your program's status. Changes in status could impact monthly and overall grant payment amounts. Payment dates are the dates of payment processing, providers should expect their funds within 14 days of successful payment processing.

**6: PAYMENT INFORMATION**

LEGAL NAME OF CHILD CARE PROGRAM	DBA	LEGAL ENTITY
Glen Cove After 3 Middle School		Unincorporated Association
SFS VENDOR ID	TAX IDENTIFICATION TYPE	TAX ID/SSN/FEDERAL ID NUMBER
	EIN	*****
WHAT IS YOUR ROLE IN PROGRAM	PLEASE SPECIFY YOUR ROLE HERE	WHAT IS YOUR PREFERRED PAYMENT METHOD FOR RECEIPT OF THE GRANT FUNDS?
Director		Paper Check
ACCOUNT TYPE	PROGRAM PHYSICAL SITE ADDRESS	MAILING ADDRESS
	1 Forest Ave. Robert Finley Middle School Glen Cove NY 11545	128 B Glen Street Glen Cove NY 11542
ROUTING NUMBER	CONFIRM ROUTING NUMBER	
ACCOUNT NUMBER	RE-ENTER ACCOUNT NUMBER	
PAYMENT ATTESTATION	PAYMENT AUTHORIZATION SFS	PAYMENT AUTHORIZATION BANK
Yes	No	Yes
BUSINESS NAME (ENTER EXACTLY AS IT APPEARS ON YOUR ACCOUNT)	ACCOUNT HOLDER FIRST NAME	ACCOUNT HOLDER LAST NAME





## 7: PROVIDER ATTESTATIONS

### Final Attestation Terms and Conditions:

- I will promptly notify the Office of Children and Family Services (OCFS) of any changes to information provided in this application, including, but not limited to,
  - the closure of my child care program,
  - my legally exempt group program is no longer serving families with subsidies
  - my child care program will not open by September 20, 2021, or within thirty days of application, if currently closed, whichever is later.
- I understand that if my child care program permanently closes during the grant period, I must return all unspent funds and am no longer eligible to receive any additional grant payments. The grant application period terminates November 30, 2021, and funding can be used until 9/30/23 as long as the program is open and serving children, or enrolled and serving families
- I agree that my program will follow all OCFS regulations and New York State Department of Health guidance, and New York City Department of Health and Mental Hygiene regulations if applicable, and maintain good standing (as defined in the Statement of Grant Opportunity) and, to the greatest extent possible, implement policies in line with guidance from the Centers for Disease Control and Prevention (CDC) (available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/child-care-guidance.html>).

### Allowable uses of the Child Care Program Stabilization Funding

- Personnel costs, including payroll, salaries, similar employee compensation, employee benefits, retirement costs, educational costs, child care costs; and supporting staff expenses in accessing COVID-19 vaccines
- Rent (including under a lease agreement) or payment on any mortgage obligation, utilities, or insurance; also may include late fees or charges related to late payments
- Facility maintenance or improvements, defined as minor renovations, including outdoor learning spaces/playgrounds, and minor improvements to address COVID-19 concerns
- Personal protective equipment, cleaning and sanitization supplies and services, or training and professional development related to health and safety practices
- Purchases of or updates to equipment and supplies to respond to COVID-19
- Goods and services necessary to maintain or resume child care services



- Mental health supports for children and employees
- Health and safety trainings for staff, including but not limited to CPR, First Aid, and medication administration

This includes the reimbursement of expenses incurred from January 31, 2020 as long as they were related to the COVID-19 public health emergency, in the categories above, and were not funded through other grant programs.

- OCFS or its agents may monitor this application and use of funds to ensure the accuracy of the information that I have provided and the proper use of funds.
- I understand that at any time, I may be asked to produce records for verification purposes upon audit of any Child Care Stabilization funds.
- I agree to provide information and supporting documents as requested.
- I agree to provide, for audit purposes, access to the child care facility for which this application is submitted, information and documentation related to the application and use of funds, and access to interview child care staff members in connection with this application and the use of funds received.
- I must retain supporting documentation for a period of three years and promptly submit it to OCFS upon request.
- I understand that providing false or inaccurate information on this application or improper use of funds will result in the return or repayment of funds. I agree to repay funds as required
- I agree that the operating expenses included in the application are accurate for my child care program
- I agree to report the use of funds received to OCFS or its agents upon request.
- I agree I will not reduce salary or benefits to employees of my child care program for the duration of the grant. For each employee of the child care program, I agree to pay at least the same amount in weekly wages and maintain the same benefits (such as health insurance and retirement, if applicable) for the duration of this child care stabilization grant. I agree to prevent any involuntarily furlough of employees from the date of application submission through the duration of the grant period.
- I agree to provide relief from copayments and tuition payments for the families enrolled in my child care program, to the extent possible, and prioritize such relief for families struggling to make either type of payment.
- I agree that I cannot use child care stabilization to pay for expenses expressly covered by another external source, e.g., the Paycheck Protection Program (PPP), or to supplant other federal or state funds.



## RESOLUTION 6M



- I must spend all Child Care Stabilization funds by September 30, 2023.
- I have read and agree to the terms and conditions and am an authorized person to submit this application. I understand and consent to be contacted regarding this application via the email and / or via text message to the telephone number on file.

Are you a Head Start/Early Head Start/ publicly-funded Pre-K provider?

No

Signature

Spiro K Tsirkas

Signature Date

11/17/2021

7 AM



## RESOLUTION 6M



### Child Care Stabilization Grant Application has been approved A-14098

nyocfs@public.govdelivery.com <nyocfs@public.govdelivery.com>

Wed 11/17/2021 11:35 AM

To: Carolina Guastella <CGuastella@glencoveny.gov>

 New York State

KATHY C. HOCHUL  
Governor

Sheila J. Poole  
Commissioner

Dear Glen Cove After 3 Connolly,

Your Child Care Stabilization Grant Application for Glen Cove After 3 Connolly has been approved A-14098. You should receive your first payment within 30 days of your application submission date of 11/17/2021 11:35 AM. If you have any questions about the status of your application please call 1-844-863-9319, visit our Help Center at [www.ocfs.ny.gov/programs/childcare/stabilization](http://www.ocfs.ny.gov/programs/childcare/stabilization), or contact your local Child Care Resource and Referral agency Child Care Council of Nassau at 516-358-9250 ext 128 AND [businesshelp@childcarenassau.org](mailto:businesshelp@childcarenassau.org).

Sincerely,

New York Office of Children and Family Services

Contact Kenser



Child Care Stabilization Grant  
Office of Children and Family Services

KATHY HOCHUL  
Governor

Sheila J. Poole  
Commissioner

## OCFS Child Care Stabilization Grant - A-14098

### 1: GENERAL APPLICANT INFORMATION

CHILD CARE PROGRAM NAME	COUNTY/BOROUGH	ADDRESS
Glen Cove After 3 Connolly	Nassau	100 Ridge Drive
CITY	STATE	ZIP CODE
Glen Cove	NY	11542
MAILING ADDRESS	MAILING CITY	MAILING STATE
128 B Glen Street	Glen Cove	NY
MAILING ZIP CODE	FACILITY ID	PERMIT NUMBER
11542	433597	
LEGAL BUSINESS NAME	DBA	OPERATOR/DIRECTOR NAME
Glen Cove After 3 Connolly		Tsirkas, Spiro K.
OPERATOR/DIRECTOR CONTACT EMAIL	PHONE NUMBER	OPERATOR/DIRECTOR RACE
cguastella@glencoveny.gov	(516) 671-4600	White
MODALITY	OPERATOR/DIRECTOR ETHNICITY	OPERATOR/DIRECTOR GENDER
SACC	Not Latino	Male



## 2: OPERATIONAL STATUS

DO YOU HAVE ANY HEAD START, EARLY HEAD START, OR PUBLICLY-FUNDED PRE-K FUNDING SUPPORTING YOUR PROGRAM?

No

WHAT IS THE CURRENT STATUS OF YOUR PROGRAM?

Open

DO YOU CURRENTLY HAVE ANY CHILDREN IN CARE WHO ARE RECEIVING CHILD CARE SUBSIDY THROUGH THE LOCAL SOCIAL SERVICES DISTRICT AS OF THE DATE OF THIS APPLICATION?

No

PLEASE INDICATE NUMBER OF CHILDREN IN CARE RECEIVING CHILD CARE SUBSIDY THROUGH THE LOCAL SOCIAL SERVICES DISTRICT, AS OF THE DATE OF THIS APPLICATION

## 3: CHILD COUNT INFORMATION

WHAT IS THE LICENSED/REGISTERED/PERMITTED CAPACITY OF YOUR PROGRAM AS NOTED ON YOUR LICENSE/REGISTRATION/PERMIT? FOR LEGALLY-EXEMPT GROUP PROGRAMS, THIS IS THE NUMBER OF CHILDREN WHO ARE ENROLLED WHO RECEIVE SUBSIDY

50

PROVIDER STATEMENT: MY ESTIMATED CURRENT MONTHLY EXPENSES ARE

2158.00

IF YOU NEED ASSISTANCE IN CALCULATING YOUR CURRENT MONTHLY EXPENSES, PLEASE REACH OUT TO YOUR LOCAL CCR&R.

Child Care Council of Nassau

99 Quentin Roosevelt Blvd, Suite 201 Garden City, New York 11530

[businesshelp@childcarenassau.org](mailto:businesshelp@childcarenassau.org)

516-358-9250 ext 128

## 4: OPTIONS FOR USE OF FUNDS



GRANT FUNDS MUST BE USED FOR ONE OR MORE OF THE PURPOSES BELOW. PLEASE MARK WHICH CATEGORIES YOU WILL SUPPORT WITH THE FUNDING RECEIVED FROM THE GRANT (PLEASE CHECK ALL THAT APPLY. SELECT AT LEAST ONE FROM THE LIST BELOW):

Personnel costs, benefits, premium pay, and recruitment and retention.

Personal protective equipment, cleaning and sanitation supplies and services, or training.

Professional development related to health and safety practices.

Purchases of or updates to equipment and supplies to respond to COVID-19.

Goods and services necessary to maintain or resume child care services.

Mental health supports for children and employees.

PLEASE INDICATE IF YOU PLAN TO USE FUNDS FOR ANY EXPENSES BEFORE MARCH 11, 2021

No

## 5: ESTIMATED GRANT AWARD AMOUNT

TOTAL ESTIMATED STABILIZATION GRANT AMOUNT

\$43700.00

EXPECTED PAYMENT MONTH	STATUS	PAYMENT AMOUNT
November	APPROVED	\$7283.33
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	TOTAL AMOUNT	\$14566.67

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**6: PAYMENT INFORMATION**LEGAL NAME OF CHILD CARE  
PROGRAM

Glen Cove After 3 Connolly

DBA

LEGAL ENTITY

Unincorporated Association

SFS VENDOR ID

1100100813

TAX IDENTIFICATION TYPE

EIN

TAX ID/SSN/FEDERAL ID NUMBER

\*\*\*\*\*

WHAT IS YOUR ROLE IN PROGRAM

Director

PLEASE SPECIFY YOUR ROLE  
HEREWHAT IS YOUR PREFERRED  
PAYMENT METHOD FOR RECEIPT  
OF THE GRANT FUNDS?

ACCOUNT TYPE

PROGRAM PHYSICAL SITE  
ADDRESS100 Ridge Drive Glen Cove NY  
11542

MAILING ADDRESS

128 B Glen Street Glen Cove  
NY 11542

ROUTING NUMBER

CONFIRM ROUTING NUMBER

ACCOUNT NUMBER

RE-ENTER ACCOUNT NUMBER

PAYMENT ATTESTATION

Yes

PAYMENT AUTHORIZATION SFS

Yes

PAYMENT AUTHORIZATION BANK

No

BUSINESS NAME (ENTER EXACTLY  
AS IT APPEARS ON YOUR  
ACCOUNT)

ACCOUNT HOLDER FIRST NAME

ACCOUNT HOLDER LAST NAME



## 7: PROVIDER ATTESTATIONS

### Final Attestation Terms and Conditions:

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- Personnel costs, including payroll, salaries, similar employee compensation, employee benefits, retirement costs, educational costs, child care costs; and supporting staff expenses in accessing COVID-19 vaccines
- Rent (including under a lease agreement) or payment on any mortgage obligation, utilities, or insurance; also may include late fees or charges related to late payments
- Facility maintenance or improvements, defined as minor renovations, including outdoor learning spaces/playgrounds, and minor improvements to address COVID-19 concerns
- Personal protective equipment, cleaning and sanitization supplies and services, or training and professional development related to health and safety practices
- Purchases of or updates to equipment and supplies to respond to COVID-19
- Goods and services necessary to maintain or resume child care services

- Mental health supports for children and employees
- Health and safety trainings for staff, including but not limited to CPR, First Aid, and medication administration

This includes the reimbursement of expenses incurred from January 31, 2020 as long as they were related to the COVID-19 public health emergency, in the categories above, and were not funded through other grant programs.

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- I agree to provide, for audit purposes, access to the child care facility for which this application is submitted, information and documentation related to the application and use of funds, and access to interview child care staff members in connection with this application and the use of funds received.
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- I agree that the operating expenses included in the application are accurate for my child care program
- I agree to report the use of funds received to OCFS or its agents upon request.
- I agree I will not reduce salary or benefits to employees of my child care program for the duration of the grant. For each employee of the child care program, I agree to pay at least the same amount in weekly wages and maintain the same benefits (such as health insurance and retirement, if applicable) for the duration of this child care stabilization grant. I agree to prevent any involuntarily furlough of employees from the date of application submission through the duration of the grant period.
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- I agree that I cannot use child care stabilization to pay for expenses expressly covered by another external source, e.g., the Paycheck Protection Program (PPP), or to supplant other federal or state funds.



## RESOLUTION 6M



- I must spend all Child Care Stabilization funds by September 30, 2023.
- I have read and agree to the terms and conditions and am an authorized person to submit this application. I understand and consent to be contacted regarding this application via the email and / or via text message to the telephone number on file.

Are you a Head Start/Early Head Start/ publicly-funded Pre-K provider?

No

Signature

Spiro K Tsirkas

Signature Date

11/17/2021



**FEE SHARING AGREEMENT**

This FEE SHARING AGREEMENT (“Agreement”) made as of November \_\_, 2021 is entered into by and among THE PLANNING BOARD OF THE CITY OF GLEN COVE, THE CITY COUNCIL OF THE CITY OF GLEN COVE, GASPARE TUMINELLO (in his individual and professional capacity), and GREGORY KALNITSKY (in his individual and professional capacity) (all collectively referred to as “the City”); and 135 GLEN COVE AVE. CORP., and LIVINGSTON DEVELOPMENT CORP., (collectively referred to as “Livingston” and, together with the City, the “Parties”, and each separately, the “Party”).

**WHEREAS**, the Parties recognize there is a common interest, as well as common questions of law and fact, relative to: (i) the appeal titled *Roni Epstein v. Planning Board of the City of Glen Cove, City Council of the City of Glen Cove, 135 Glen Cove Ave. Corp., Livingston Development Corp., Gaspare Tuminello and Gregory Kalnitsky* (N.Y. App. Div.) (Dkt. No. 2021-08203) (hereinafter, the “Appeal”); and/or (ii) any action, proceeding or inquiry (whether commenced prior or subsequent to this Agreement) concerning the events alleged in or arising from the Appeal; and

**WHEREAS**, the Respondent parties to the Appeal are each represented by their own counsel, each of whom is a Party to this Agreement, and each pursuant to a separate retainer agreement between each respective Party and its counsel; and

**WHEREAS**, the Parties believe that participation in this Agreement is necessary to effectuate the best defense of the Parties and/or their respective clients or to otherwise facilitate the rendition of legal services; and

**WHEREAS**, the City Respondents believe that their interest will be best served by the appointment of Chase, Rathkopf, and Chase LLP (hereinafter “Chase”) to prepare and file an





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answer, briefs and/or memoranda of law in response to the Petition on behalf of the City of Glen Cove Planning Board in the Appeal, and, subject to the approval of the City Council, any fees incurred to be split equally amongst the City and Livingston; and

**ACCORDINGLY**, the undersigned Parties agree as follows:

1. Subject to the approval of the City Council, all fees incurred by Chase, Rathkopf and Chase in the Appeal shall be split equally between the City and Livingston. Chase shall present its invoices for legal service rendered to the City in the Appeal on a monthly basis in accordance with its existing retainer agreement with the City. The City shall present said invoices to Livingston upon receipt and Livingston shall reimburse the City for fifty percent (50%) of the invoice amount within thirty (30) days of receipt.

2. This Agreement may be terminated by any Party, as to such Party only, for any reason, upon ten (10) days' written notice to the other Parties.

3. This Agreement does not create or impute any attorney-client relationship between any Party and any counsel for any other Party except to the extent that communications are protected by the work product doctrine and/or any other applicable privilege or protection. Each Party and/or undersigned counsel acknowledges that it continues to represent itself and/or its respective client(s) for whom that lawyer or law firm is listed as counsel herein and nothing herein shall obviate, nullify or negate said attorney-client relationship.

4. This Agreement shall be interpreted according to and governed by substantive New York law.

5. Nothing in this Agreement shall be construed as a release or relinquishment of any rights or claims which any Party may have against any other Party or any other person. Nothing in this Agreement shall be construed to modify any rights, contracts, or agreements between the



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Parties which may exist now or in the future.

6. This Agreement is not intended to create any rights in any person not a party to this Agreement.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement shall become effective when one or more counterparts have been signed on behalf of each Party and delivered to counsel for the other Parties. For purposes of the foregoing, a facsimile or electronic signature of a signed counterpart shall constitute an original, and delivery of a facsimile or electronic signature shall be effective.

**IN WITNESS WHEREOF**, the signatories hereto have executed and delivered this Agreement as of the date and year first written above.

[Signature Page to Follow]



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Dated: Glen Cove, New York  
November \_\_, 2021

By: \_\_\_\_\_  
Tim Tenke  
Mayor

Dated: Glen Cove, New York  
November \_\_, 2021

### LIVINGSTON RESPONDENTS

By: \_\_\_\_\_  
Name: Daniel Livingston  
Title: President