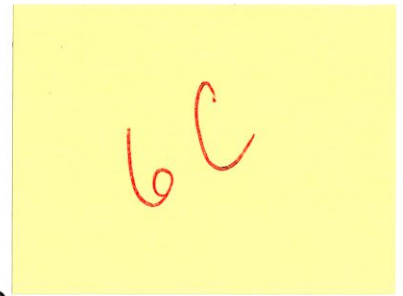


**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF GLEN COVE
AND CSEA, LOCAL 1000 AFSCME, AFL-CIO**



This Memorandum of Agreement entered into by and between the City of Glen Cove (hereinafter the "City") and the CSEA, Local 1000 AFSCME, AFL-CIO (hereinafter "CSEA"), and is subject to the approval of the City Council.

WHEREAS, the City and the CSEA entered into a collective bargaining agreement effective January 1, 2020 through December 31, 2024, which agreement was evidenced by a Memorandum of Agreement dated August 23, 2021 (hereinafter the "MOA"); and

WHEREAS, the MOA provided that a previous collective bargaining agreement entered into by the parties effective January 1, 2015 through December 31, 2019, was "carried forward except as modified" in the MOA; and

WHEREAS, paragraph 20 of the MOA modified the collective bargaining agreement effective January 1, 2015 through December 31, 2019, to allow certain CSEA employees listed in the Appendix to paragraph 20 of the MOA, to add "up to a maximum award of eleven days per employee" of vacation time to be distributed over the years 2021, 2022, 2023 and 2024 as set forth in the chart found in the Appendix to paragraph 19 of the MOA; and

WHEREAS, on December 30, 2021, the City and CSEA entered into a second Memorandum of Agreement to allow those listed employees in the Appendix to paragraph 20 of the MOA, who would, on December 31, 2021, lose the additional days awarded them for 2021, an additional period of time during which they might utilize those additional vacation days, which additional period of time ran from January 1, 2022 through March 31, 2022; and

WHEREAS, the Memorandum signed by the parties on December 30, 2021, incorrectly set forth that the listed employees were permitted to carry over their 2021 additional time up through March 31, 2022, whereupon all "employees will be permitted to carry-over up to 60 vacation days into the following month" thereby depriving some CSEA employees of vacation time earned from January 1, 2022 through March 31, 2022 as well as the additional days afforded them by the MOA for 2022;

NOW, THEREFORE, IT IS HEREBY STIPULATED and AGREED, by and between the City and the CSEA, as follows:

1. the December 30, 2021 Memorandum of Agreement is hereby rescinded and voided *ab initio*;
2. the CSEA employees listed in the Appendix to paragraph 20 in the August 23, 2021 MOA, who, on January 1, 2022, accumulated sixty (60) days of vacation time, not including the additional vacation days afforded them in the Appendix to paragraph 19 of the MOA for the year 2021, have until March 31, 2022, to utilize those additional days;
3. the CSEA employees listed in the Appendix to paragraph 20 in the August 23, 2021 MOA, will receive additional vacation days in the years 2022, 2023 and 2024 as set forth in the Appendix to paragraph 19 of the MOA; and
4. on December 31st of 2022, 2023 and 2024, all CSEA employees may carry over no more than sixty (60) vacation days as of January 1st of 2023, 2024 and 2025.

By way of example, CSEA employees hired in 2006 who accumulated 60 days of vacation time as of December 31, 2021, have until March 31, 2022, to utilize the four (4) additional vacation days afforded them for 2021 per the Appendix 19 schedule in the MOA, or they lose them. In 2022, those 2006 employees will receive an additional two days per the Appendix 19 schedule for 2022 and any vacation days they might accumulate during 2022, but on December 31, 2022, they may carry over into 2023 no more than sixty vacation days. On January 1, 2023, those 2006 employees may add to their total of vacation days accumulated, the additional two days per the Appendix 19 schedule for 2023 and any vacation days they might accumulate during 2023, but on December 31, 2023, they may carry over into 2024 no more than sixty vacation days. On January 1, 2024, those 2006 hired employees may add to their total of vacation days accumulated, the additional two (2) days per the Appendix 19 schedule and any vacation days they might accumulate during 2024, but on December 31, 2024, they may carry over into 2025 no more than sixty vacation days. At this point, the 2006 hired employees will have benefitted from the ten (10) additional vacation days afforded them by the MOA.

This Memorandum of Agreement shall be retroactive to December 31, 2021.

Dated: Glen Cove, N.Y.
April , 2022.

Pamela Panzenbeck, Mayor

Ralph Comitino, CSEA President

FBS PARKING ENFORCEMENT MANAGEMENT SERVICES AGREEMENT

This FBS Parking Enforcement Management Services Agreement was made and entered into on _____ between THE CITY OF GLEN COVE, a municipal corporation with offices at 9 Glen Street, Glen Cove, NY 11542 (Hereafter referred to as "City") and FUNDAMENTAL BUSINESS SERVICE, INC., 14 FRONT STREET, HEMPSTEAD, NY 11550 (Hereafter referred to as "FBS"). **WHEREAS**, FBS, has been selected to perform these services, now therefore **IT IS MUTUALLY AGREED: BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. **TERM & TERMINATION.** The term of this agreement will commence on the date above written and will continue for a period of Three (3) years, unless extended or terminated as described below:

a) The term of this agreement may be extended for an additional three (3) years by mutual agreement of both parties by both parties giving written notice to the other, expressing agreement to an extension, within sixty (60) days of the end of the term.

b) This agreement shall terminate upon breach by either party but only after: i) the non-breaching party gives the breaching party written notice with thirty (30) days to cure; and ii) the breaching party fails to cure the breach within such timeframe.

2. FBS shall transcribe all records and information contained therein of parking tickets/summonses/informations from original or copy issued for violation of parking ordinances and located at City offices. FBS shall also transcribe all tickets/summonses/informations issued electronically or non-electronically for violation of parking ordinances.

3. The City agrees to cooperate with FBS, in providing access to the aforesaid information, including the information regarding the payment of all summonses.

4. FBS shall obtain from the Department of Motor Vehicles the name, address and vehicle registration numbers from the information provided by the City, including license plate numbers, as found on the aforesaid tickets/summonses.

5. FBS shall engage in lawful skip tracing procedures, if determined by FBS to be necessary or appropriate, to locate delinquent violators.

6. FBS shall notify all aforesaid violators of the outstanding tickets/summonses, on a form that has been approved by the City prior to transmission.

7. FBS shall forward copies of all correspondence received from violators or other sources which result from the aforesaid notification and shall notify the City of Glen Cove and the Department of Motor Vehicles of the results of said correspondence and compliance or lack thereof.

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8. FBS shall maintain account files that reflect the amount of fines remitted by defendants to the City during the term of this agreement and shall provide a monthly fine remittance report to the City by or before the 15th of each month showing fine remittances for the previous month.

9. FBS shall repeat notification to delinquent violators by six (6) additional notices as set forth herein on forms approved by the City at thirty (30) day intervals, unless payment is sooner made.

10. FBS shall provide a warning to all delinquent violators that failure to respond to the aforesaid six (6) notices may result in the entry of a civil judgment.

11. FBS, on behalf of and at the direction of the City of Glen Cove, shall prepare notices for civil default judgments for docketing by the appropriate City officials in certain instances where violators fail to respond to the aforesaid six (6) notices, as directed by the City.

12. FBS shall provide all responding violators with information regarding all outstanding summonses, including summons number, date and type of violation, license plate number and amount of fine.

13. FBS, on behalf of and at the direction of the City of Glen Cove, shall notify the Department of Motor Vehicles of scofflaws with three (3) or more unanswered violations in an eighteen (18) month period in accordance with NYS VTL.

14. FBS agrees to devote reasonable best efforts to recover the full amount of the accounts placed for collection through persistent and diligent activity which shall be at all times legal and ethical and in compliance with applicable Government (Federal, State and Local) rules and regulations including without limitation, the Federal Fair Debt Collection Practices Act. FBS shall endeavor to maintain and preserve the violator's good will toward the City.

15. FBS shall maintain all records in relation to this agreement and perform services as required herein at and from its own business premises. At all times that FBS holds City records or data in its possession FBS shall protect the confidentiality and security of such records and data as required by applicable federal, state, and local law.

16. All fines remitted in response to the efforts of FBS shall be remitted directly to the City. In no instance shall FBS engage in the service of, or be considered in any way, to be the escrowee of the City.

17. The parties further agree that all correspondence to be sent to scofflaws and violators shall be subject to the prior approval of the City.

18. FBS agrees to hold the City harmless and indemnify against any liability imposed upon the City as a result of acts committed by FBS, in violation of this agreement and of the Fair Debt Collection Act and all applicable Federal, State and Local regulations in regard to debt collections. The City of Glen Cove agrees to hold FBS harmless and indemnify against any liability imposed upon FBS as a result of erroneous or incorrect information transmitted by the City to FBS and actions taken by FBS in reliance thereon.

19. It is understood that FBS' relationship to the City is that of an independent contractor and not its employee or agent. Any arrangements made by FBS with outside agents or attorneys shall be solely FBS' responsibility and shall in no way constitute or incur additional obligation on the part of the City, unless otherwise stated herein.

20. Compensation

A. Core Services. In exchange for FBS services described in the body of this Agreement and for the City's use during the term of this Agreement of all no-cost items identified in Exhibit A annexed hereto and incorporated herein, FBS shall be compensated on a contingent basis and shall be entitled to:

Interval/Age from Issuance	Fee Contingent	Cost
0-33 Days	0	No Fee
34-60 Days forward	29%	Based on Monies Collected

All costs of operation incurred by FBS in furtherance of the services enumerated in this Agreement shall be borne solely by FBS, excluding statutory court and filing fees and fees imposed by the Department of Motor Vehicle directly upon the City, which shall be borne solely by the City. The compensation due FBS shall be based upon a percentage of that actually collected and not upon the face amount of the summons/ticket. FBS shall submit invoices and be compensated pursuant to customary City billing procedures.

B. Other Programs, Services, Software, and Equipment. FBS also shall be compensated the amount of the "Total Client Cost" identified in Exhibit A, if applicable.

21. In addition to the FBS services described in this agreement, FBS agrees to supply (IF APPLICABLE) software and equipment contained in Exhibit "A" annexed hereto. The provisions of this agreement, together with Exhibit A, identifies all FBS services, software, and hardware included under this agreement. If the City desires additional services, software, or hardware from FBS, the parties may amend this agreement to identify the scope, cost, and terms of such additional items.

22. NOTICE. Notice shall be delivered to the address first written above. Notice is effective upon delivery unless notice is delivered by mail, in which case notice is effective 3 days after mailing.

23. Upon expiration or termination of this agreement:

- a) FBS shall provide to City all accounts and related records;
- b) City shall return all property and discontinue use of all software and intellectual property owned or furnished by FBS, including all items referenced in this agreement and Exhibit A; and
- c) City will be responsible to FBS for fees due as a result of the collection efforts of FBS but shall incur no other liability as a result of termination or cancellation.

24. All equipment and hardware and software provided by FBS during the course of this agreement shall remain the property of FBS or the entity which licenses its use. All intellectual property provided by FBS during the course of this agreement shall remain the property of FBS or the entity which licenses its use. All right, title and interest in and to any technical information of either party which is provided to the other party in the course of the provision of services with FBS Clients or any portion thereof, including all ideas, concepts, software, interfaces, designs, text, graphics, animation, audio and/or digital video components, and all other component materials that are created by or for either party to this Agreement, including without limitation, any patents, copyrights, trademarks, trade secrets, and other intellectual or industrial property rights therein, shall remain the exclusive property of the providing party. All patents and other intellectual property and related rights in and to all inventions made and technical information developed jointly by the parties in the course of performance under this agreement shall be jointly owned by the parties and each party shall have the right to grant licenses to any third party for such jointly owned property without accounting to the other party. Both parties hereby grant to the other a non-exclusive limited license to use the intellectual property of the other as needed to perform obligations under this Agreement.

25. Backups of all City records are retained in such a manner that all records are fully recoverable. This is achieved using a combination of image copies, incremental backups, differential backups, transaction logs, or other techniques. The frequency of backups is determined by the volatility of data; the retention period for backup copies is determined by the criticality of the data. At a minimum, backup copies are retained for 30 days. At least three versions of City Records are maintained. One fully recoverable version of all City records will be stored in a secure, off-site location. An off-site location may be in a secure space in a separate facility. The practice of taking backup media to the personal residence of staff persons is not acceptable. All City Record information is stored on network

file servers to allow for backup. City Record information located directly on FBS workstations, laptops, or other portable devices should be backed up to networked file server drives.

Required backup documentation includes identification of all critical data, programs, documentation, and support items that would be necessary to perform essential tasks during a recovery period. Backup and recovery processes are reviewed and updated regularly to account for new technology, business changes, and migration of applications to alternative platforms. Recovery procedures are tested on an annual basis.

26. Included in this agreement, AS AN OPTION TO THE CITY, is an online public payment service offered by FBS under the name "ParkingTicket Assist" (located online at www.parkingticketassist.com), which is a public-facing portal, maintained by FBS. ParkingTicket Assist facilitates online electronic credit and debit card payments from defendants/violators, while interfacing with the CaseTrax database for current violator information.

During this agreement, IF REQUESTED BY THE CITY, ParkingTicket Assist will interface with the backend card payment processing provider "AllPaid" (see www.allpaid.com). THE CITY HAS THE OPTION TO DESIGNATE ALLPAID AS THE CITY CARD PAYMENT MERCHANT SERVICE PROVIDER AND UNDER SUCH OPTION AUTHORIZES FBS TO INTERFACE WITH ALLPAID, THROUGH PARKINGTICKET ASSIST, TO FACILITATE ONLINE CARD PAYMENTS.

ParkingTicket Assist: 1) enables ticket look-up and payment selection by a defendant/violator; 2) forwards data describing the payment amount and corresponding tickets to AllPaid (the designated card payment processing provider); 3) receives payment confirmation or rejection data back from AllPaid; and 4) updates the City's CaseTrax case records to reflect payments processed by AllPaid. Separate from AllPaid, FBS does not collect or store card payment account numbers or other card information on FBS-controlled systems and does not serve as the City's card payment processing provider. Moreover, FBS does not serve as an escrow agent for the City in connection with the processing of card payments. FBS merely facilitates online payments by connecting defendants/violators to the designated card payment processing provider and updating the City's CaseTrax case records accordingly, to reflect payments made and processed.

To engage AllPaid as the City's card payment processing service provider, the City must enter into AllPaid's separate agreement (currently known as a "Participation Agreement"), which contains all covenants, representations, warranties, and disclaimers between the City and AllPaid. As the City's merchant services provider, AllPaid deposits ACH payments directly to designated City bank accounts. FBS is not a party to AllPaid's Participation Agreement. Moreover, FBS is not responsible for and has no

control over the systems or acts of AllPaid. FBS does not charge any additional fees for the City to use its ParkingTicket Assist portal; however, transactional convenience fees are charged by AllPaid to violators who use the service, as described in the agreement between the City and AllPaid. Exhibit B, annexed hereto and incorporated herein, includes AllPaid's Online Payment Convenience Fee Table, IF APPLICABLE.

THE CITY HEREBY AGREES TO HOLD FBS HARMLESS AND INDEMNIFY FBS AGAINST ANY LIABILITY IMPOSED UPON FBS AS A RESULT OF ANY ACTS OF THE CITY'S DESIGNATED CARD PAYMENT PROCESSING PROVIDER.

27. This agreement sets forth all of the terms and conditions of the agreement and may only be changed by a writing executed by both parties, except as otherwise provided herein.

28. This agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have read the foregoing and have caused their duly authorized Representatives to enter into this Agreement, effective as of the date first written above.

Fundamental Business Service, Inc.

By: _____

(signature)

Printed

Name: Dennis J. Farrell

Title: President

Date Signed: _____

3/29/2022

City of Glen Cove

By: _____

(signature)

Printed

Name: Pamela D. Panzenbeck

Title: Mayor

Date Signed: _____

OPTIONAL:

Approved as to form:

By: _____

(signature)

Printed

Name:

Title:

Date Signed: _____

FUNDAMENTAL BUSINESS SERVICES, INC.

EXHIBIT A - Additional Hardware Software & Equipment

Item Name	Item Description	Qty	Total Client Cost (\$)
Section 1. PILOT PROJECT COMPONENTS			
The following components are provided as a Pilot Project, at no additional cost to the City, for the purpose of allowing the City to test this technology to see if it works satisfactorily for the issuance of electronic Parking Violations.			
Hardware	Panasonic Toughpad FZ-N1 Rugged Handheld Mobile Computer	2	\$ -
Hardware	Seiko Printer MP-B30	2	\$ -
Software / Custom Build	Locations Table	1	\$ -
Software / Custom Build	Violations Table	1	\$ -
Software / Custom Build	Officers (users)	1	\$ -
Setup, Installation Training		1	\$ -
Maintenance and Support		1	\$ -
TOTAL CLIENT COST			\$ -



Municipal Engineering & Infrastructure
Civil/Site/Structural Design
Building & Site Inspections



March 30, 2022

Mr. Louis Saulino, PE
Director of Public Works
City of Glen Cove
9 Glen Street
Glen Cove NY 11542

Re: On-Call Engineering Services
Morgan Park Upper Bath House Modernization – Evaluation Phase

Dear Mr. Saulino:

Newport Professional Engineering, PC is pleased to provide the following scope of services relating to the above-captioned project.

Based on my July 12, 2021 project review meeting with DPW/Parks Representatives and follow up site inspection of March 29, 2022, the scope of our project is to evaluate current condition and preparation of engineering narrative of present condition with supporting photographs.

Per our initial understanding, the following outlines a series of tasks *Newport PE* will provide;

I. SITE INSPECTION & EVALUATION PHASE

- a) Field inspect existing timber roof framing components and stone constructed façade and note present structural condition;
- b) Field inspect and coordinate CCTV inspection with In-House Plumbing Contractor/CCTV (Titan) of existing galvanized sanitary plumbing and main waste line to exterior house trap;
- c) Field inspect existing electrical and point of connection;

71 West Main Street, Suite 5
Oyster Bay, New York 11771
Tel: 516.922.2672
Fax: 516.922.2686
www.newportpe.com

- d) Field inspect existing on-site drainage methodology and point of connection;
- e) Field inspect existing incoming water service and distribution within the building;
- f) Prepare engineering letter report on present condition and preparation of initial anticipated construction budget for Capital Planning.

II. FEES & PAYMENT TERMS

For the Scope of Services identified above Ia-f- The Engineering Fee would be performed on a Not to exceed basis of \$ 12,000.00;

Thank you for considering Newport Professional Engineering, P.C. for this project.

Very truly yours,

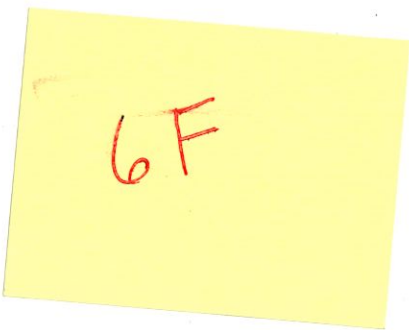
Nicholas DeSantis

Nicholas J. DeSantis, P.E.
Principal Engineer



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000



April 1, 2022

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

**Re: City of Glen Cove – Water Department
Proposal – Engineering
Replacement of Leech Circle Elevated Water Storage Tank
H2M Letter Proposal No.: LP220180**

Dear Mr. Saulino:

H2M architects + engineers (H2M) is pleased to present the City of Glen Cove (GLCV) with this proposal for professional services to prepare an engineering design report to evaluate options for the replacement of the 250,000 gallon Leech Circle elevated water storage tank.

Based on the age and condition of the existing elevated tank, it is nearing the end of its expected useful service life. The cost to rehabilitate the tank and significantly extend the service life is expected to be more than \$2 million. In addition, the community has grown substantially in the years since the tank was originally constructed. So, prior to undertaking this project, it is prudent to evaluate replacement options and determine if the tank at its current capacity can continue to adequately serve the community. Furthermore, water demands have increased, so it is important to perform an analysis of the operating capacity of the system and determine if an adequate storage capacity is being maintained.

The engineering design report will:

- Evaluate the need for water storage.
- Calculate the volume of water storage necessary to meet the City's demands.
- Evaluate the advantages and disadvantages of various types and styles of storage tanks.
- Evaluate the topography and gradient of the City's water system to identify potential sites.
- Review the City's distribution system to assess its adequacy to support potential storage tank locations and identify potential upgrades to support tank operation at that location.
- Evaluate existing and proposed cellular operations and revenue streams.
- Establish overall design parameters including preliminary design of the new storage tank.
- Provide a discussion of various regulatory and permitting needs associated with the recommended site, including but not limited to SHPO, Building Department, DOH, SEQRA, FAA. Note a SEQRA review is not included at this time but will need to be addressed once a site and tank style are selected.
- Provide a cost opinion for the recommended storage tank.
- Provide a preliminary project schedule for design, permitting, and construction.



We will submit the engineering report to the Nassau County Department of Health for review and approval. This will include responding to any comments, making any necessary revisions and making resubmission as required.

We propose to perform the professional services described above with the City/H2M On-Call Services Agreement for a not to exceed fee of \$38,500, inclusive of expenses. Any permit fees from the Nassau County Department of Health will be paid by the City. Upon authorization from the City, we will commence work. We anticipate completing the report within 12 weeks of authorization to proceed. H2M proposes this work in accordance with the terms and conditions of the City's 2022 on call engineering agreement.

Should you have any questions or require any additional information, please feel free to contact our office.

Very truly yours,

H2M architects + engineers

A handwritten signature in blue ink, appearing to read 'J. Todaro', written over the company name.

Joseph J. Todaro, P.E., LEED AP^{BD+C}
Vice President | Department Manager

JJT:slj

66

CONTRACT PROPOSAL

This contract is to begin **JANUARY 1, 2022** by and between **NORTH SHORE GOLF CAR SERVICE INC.**, hereinafter referred to as the **CONTRACTOR** and **THE CITY OF GLEN COVE, MUNICIPAL GOLF COURSE** hereinafter referred to as **THE CITY**.

WITNESSETH:

It is understood the no verbal understanding not incorporated in this document is to be conceded as binding upon either but it is agreed that should it be found expedient and proper by both to alter, add, or omit any portion of this contract during its existence, that it may be altered or changed only by mutual written agreement, signed by the proper authorized officer of each respective party and that such changes do not invalidate the balance of the contract.

DURATION OF CONTRACT:

This contract shall be in force for a period of **12 months**, from the beginning date of this contract.

COMMISSION:

The City agrees to pay \$10,950.00 per year in two payments of \$5,475.00 due March 1st 2022, with like amount August 1st 2022

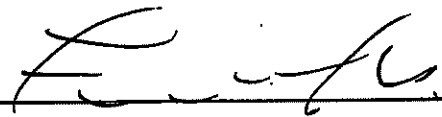
51 - Club Car Precedent Gas Powered	\$200.00 per year
10 - Club Car Precedent Gas Powered (purchased 2021)	\$75.00 per year

STIPULATIONS OF CONTRACT

1. The contractor agrees to perform annual service, which includes the replacement of all oils, filters, plugs and the inspection of all batteries, cables, controls, brakes and connections and their replacement, if necessary. Also, all cars will be pressured washed, cleaned and waxed. This service is to be performed during off season in 2022.
2. **The 61- Club Car Precedent**
the City will be charged separately for brakes, batteries, springs, starter/ generators drive or driven clutches, rear differentials, engine overhauls and carburetors at labor rate of \$95.00 per hr. plus parts
3. The contractor agrees to respond with a mechanic within 24 hours to any request for service or maintenance.
4. The contractor agrees to furnish only authorized Club Car parts.
5. The contractor agrees to provide service and maintenance for 61 Club Car Gas Powered golf cars which are solely used for Golf
6. The contractor agrees to keep in full force for the term of this contract:
 - A. Workmen's Compensation and Employee's Liability
 - B. Comprehensive General Liability
 - C. Comprehensive Automobile Liability
(with amounts no less than \$1000.000).
7. The City agrees to supply and install all fuel that is needed for Club Cars.
8. The City agrees to repair or replace any tire or wheel assemblies that are needed.
9. The City agrees to purchase any additional parts or accessories that are not covered under this service agreement from the contractor.
10. The City agrees that any mechanical or cosmetic repairs due to fire, theft, acts of vandalism, accidents or acts of God will be performed by the contractor at the rate of \$95.00 per hour, plus parts.
11. The City agrees that any cosmetic repairs i.e. body panel dents, broken canopies and torn seats, during the term of this contract are not the responsibility of the contractor. If the City feels these repairs are necessary, a separate agreement will be made.

IN WITNESS WHEREOF, the parties hereto, authorize their proper officers to execute this agreement, on the day and year first above written.

NORTH SHORE GOLF CAR SERVICE, INC. CONTRACTOR

By:  President
Address: 3/28/22

220 Glen Cove Avenue
Glen Cove, New York 11542

**THE CITY OF GLEN COVE
MUNICIPAL GOLF COURSE**

THE CITY

By: _____

Title: _____

Address:

The City of Glen Cove
Municipal Golf Course
Lattingtown Road
Glen Cove, New York 11542

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



Craig Johansen
President
cjanker57@hotmail.com

Denis O'Regan
Vice President
denisoregan3@aol.com

PROPOSAL

March 15, 2022

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

Re: Duck Pond Road – Water Department

Dear Mr. Martinez,

Supply and install the following ATS as per quote.

Remove existing ATS and dispose of.

(1 each): Automatic Transfer Switch, ZTGSE, ZTGSE0A00120F General Purpose Commercial and Industrial Automatic Transfer Switch 1200 A, 4 Pole, 277/480 V, 3 phase, 4 wire, 60 Hz (ZVC70) ZTGSE - Open Transition Operation Utility to Generator-Auto Transfer Application 1200 Amp -1200AF/1200AT Service Entrance WCR-50kA@480V Utility Main Breaker NEMA 1 Enclosure (ZECOCCEC) Destination - North America Region, United States Meets NEC requirements for use as Service Entrance Equipment. Fully Approved for UL891, UL1008, UL 1449 (with SPD feature). ISO 9001 certified manufacturing plant Option Package: Standard Package-Open Transition (MSTD0SE) Standard Package - Open Transition - Utility to Generator Auto Transfer Aux Contact-Source 2-Emergency position-Qty-1 (A3) Aux Contact-Source 1-Normal position-Qty-1 (A4) Microprocessor activated calibration feature (CAL) Exerciser timer, with or without load (CDT/P) Engine start relay - S.P.D.T. (E) Event log of last under 16 frequency events (EL/P) under frequency sensor Source 2-Emerg (JIE) Frequency indication-on the controller (K/P) LED Source 2 (Emergency) position indication (L1) LED Source 1 (Normal) position indication (L2) LED Source 1 (Normal) source availability indication (L3) LED Source 2 (or Emergency) source availability indication (L4) Engine start timer-adjustable up to 10s (P1) Peak shave/remote load test/area protection-Relay S.P.D.T. – specified voltage displayed below (Q2) under voltage sensing-single-phase Source 2-emergency (R2E) In Phase Monitor between source 1-

Vinny Martinez, City of Glen Cove
Duck Pond Road – Water Department
March 15, 2022 – Page 2

Normal and Source 2-Emergency to allow transfer-with enable/disable (R50) Microprocessor activated Commit/no commit on transferring to emergency source-with enable/disable (S13/P) Retransfer to normal adjustable time delay (T) Engine stop/cool adjustable cool down time (U) Voltage imbalance between phases-applies to 3-phase only (VI) Adjustable time delay on transfer to emergency source (W) Bypass transfer time function-soft switch in controller (YEN/P) Test Switch – maintained Programmable in microprocessor (6/P) Remote Load Test (Q2-120V) ***Special order item not returnable***

(2 each): Zenith Start Up *Special Order item not returnable* 16-22 Weeks Lead Time

Materials Include: Switch (ATS), 500 mcm copper conductors, lugs, mounting hardware.
= \$29,654.00

Zenith start up by United – 2@ \$2,312.50 = **\$4,625.00**

Labor and materials = **\$20,250.00**

Total: \$54,529.00



Dennis O'Regan
Vice President

Accepted/Date
City of Glen Cove

DO/eg

NOTE: Due to the volatile metals market, proposals will only be honored up to 7 days from the date of the proposal.



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Acting Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice/Purchase Order

Grantee/Contractor: Glen Cove Police Department	Date: 12/9/21
Program Name: PRIDE Program	Award Amount¹: \$8,000
Contact Name and Title: Lt. Peter DiMaggio	GMS Project ID #: LG21-1072-D00
Email: pdimaggio@glencovepd.org	Purchase Order #: T103821
	DCJS #: LG21103821
Additional Information: Funding will be used to proactively combat gang violence through the continued funding of the PRIDE program and anti-gang education in local school districts.	

Grant Questions
Nicholas Koster Criminal Justice Program Representative NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-0002 or nicholas.koster@dcjs.ny.gov

Congratulations on your award! DCJS looks forward to working with you on this important project.

¹Award is contingent upon the approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

DIVISION OF CRIMINAL JUSTICE SERVICES

AID TO LOCALITIES 2021-22

Senate Adds

1 For services and expenses of Center for		
2 Family Representation (CFR)	15,000	NEW
3 For services and expenses of Center for		
4 Family Representation (CFR)	20,000	NEW
5 For services and expenses of Center for		
6 Family Representation (CFR)	20,000	NEW
7 For services and expenses of Center for		
8 Safety and Change Inc.	24,000	60090
9 For services and expenses of Central Family		
10 Life Center Inc.	250,000	60026
11 For services and expenses of Common Justice	10,000	NEW
12 For services and expenses of Common Justice	20,000	NEW
13 For services and expenses of Cornell Univer-		
14 sity - Criminal Justice Employment Initi-		
15 ative	100,000	60042
16 For services and expenses of Elite Learners		
17 Inc.	40,000	60083
18 For services and expenses of Elmcot Youth		
19 and Adult Activities Inc.	156,666	60069
20 For services and expenses of Family Justice		
21 Center Forensic Medical Unit	100,000	NEW
22 For services and expenses of Family Resi-		
23 dence and Essential Enterprise Inc. (FREE)	15,000	NEW
24 For services and expenses of Family Services		
25 of Westchester Inc.	4,000	60086
26 For services and expenses of Father's Alive		
27 In The Hood (F.A.I.T.H) Inc.	20,000	60071
28 For services and expenses of Father's Alive		
29 In The Hood (F.A.I.T.H) Inc.	10,000	60070
30 For services and expenses of Father's Alive		
31 In The Hood (F.A.I.T.H) Inc.- SNUG	10,000	NEW
32 For services and expenses of Fearless!	65,000	NEW
33 For services and expenses of Firemen's Asso-		
34 ciation of the State of New York	250,000	39758
35 For services and expenses of Friends of		
36 Island Academy Inc.	90,000	60059
37 For services and expenses of Girls Vow Inc.	150,000	60057
38 For services and expenses of Glen Cove		
39 Police Dept.	8,000	NEW
40 For services and expenses of Glendale Civil-		
41 ian Observation Patrol	5,000	NEW
42 For services and expenses of Good Shepherd		
43 Services B.R.A.G. program	30,000	NEW
44 For services and expenses of Good Shepherd		
45 Services	4,000	60087?
46 For services and expenses of Greenburger		
47 Center for Social and Criminal Justice	100,000	60003
48 For services and expenses of Gun Violence		
49 Research Institute	250,000	60033
50 For services and expenses of Her Justice.	50,000	39769?
51 For services and expenses of Her Justice -		
52 Immigrant Access to Justice.	100,000	NEW

SFY 2021-22
NEW YORK STATE SENATE
INITIATIVE FORM

Legally Incorporated Name of Organization: Glen Cove Police Dept.

Federal Employer Identification Number (EIN): 11-6000350

New York State Charities Registration Number: 15-44-56

Location of Project: One Bridge Street, Glen Cove NY 11542

County/Counties Served Nassau

Description of Project

Funding will be used to proactively combat gang violence through the continued funding of the PRIDE program and anti-gang education in local school districts

Funding Level: \$8,000

Requested State Agency to Administer Program: Division of Criminal Justice Services

Program Contact Information

Name: Peter DiMaggio

Title: Lieutenant

Address: One Bridge Stree

City: Glen Cove

State: NY

Zip: 11542

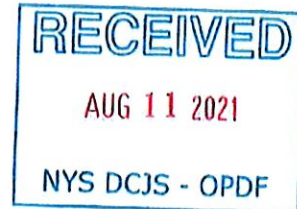
Phone: (516) 676-1893

Ext:

Fax: (516) 672-1893

Email: pdimmaggio@glencovepd.org

Senator(s): Gaughran

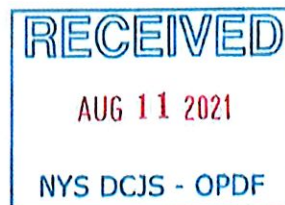




DAVID FRIEDFEL
SECRETARY TO THE
SENATE FINANCE COMMITTEE
ROOM 423 CAPITOL
ALBANY, NY 12247

August 05, 2021

Jeff Bender
Deputy Commissioner
New York State Division of Criminal Justice Services
Office of Program Development and Funding
80 South Swan Street
Albany, NY 12210



Dear Mr. Bender,

Attached is a new State Fiscal Year 2021-22 Senate Majority Initiative Form for \$8,000 for services and expenses related to Glen Cove Police Dept. . The funds for this project were appropriated in S2503-C, Chapter 53 of the Laws of 2021 on page 90, line(s) 38-39.

Please coordinate the processing of this form and expedite the application and contract process with the organization indicated as soon as possible.

If you have any questions or need further information, please contact Donovan Borington of Senate Finance at (518) 455-2473, boringto@nysenate.gov.

Sincerely,

David Friedfel

Cc Robert Mujica (DOB)

Inc. attachment



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

BUDGET AMENDMENT

6J

Department: CAPITAL FUND

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H8300-43580-1827	NYS GRANT (WATER INFRASTRU	\$214,128.05	
H8300-52260-1827	SEAMANS ROAD WELL REHAB		\$214,128.05

Reason for Amendment:

**TO ACCEPT GRANT REIMBURSEMENT PROCEEDS FROM
NYS ENVIRONMENTAL FACILITIES CORPORATION (EFC)**

RELATED TO SEAMAN'S ROAD WATER SYSTEM IMPROVEMENTS

[NYS WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT PROGRAM PROJECT #18637]

[REIMBURSEMENTS RECEIVED TO DATE \$2,250,000 OF \$3,000,000 TOTAL GRANT AWARD]

Department Head Signature: Michael A. Piccirillo Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glen Cove, c=US
Date: 2022.03.04 09:00:00 -0500 **Date:** APRIL 8, 2022

City Controller Approval:  **Date:** APRIL 8, 2022

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



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

BUDGET AMENDMENT FORM

GC-1 (7/08)

Department: Auxiliary

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A3310-42680	Insurance Recovery	6,429.56	
A3310-52250	Vehicle		\$6,429.56

Reason for Amendment:

Accident insurance recovery; purchase vehicle from Sands Point

Acc CC2022-4077

Department Head Signature: LT. Patrick Lyell Date: 4-4-2022
City Controller Approval: [Signature] Date: 4/4/22
City Council Approval-Resolution Number: _____ Date: _____



Inc. Village of Sands Point
P.O. Box 188
Sands Point, NY 11050
Attn: Accounts Receivable
ATTN: Leah Trapani
(516)883-3044 Ext: 106

INVOICE #

12-00275

ACCOUNT ID: CITY0005 PIN: 480480

INVOICE DATE: 03/28/22

DUE DATE: 03/28/22

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

6K

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		SALE OF VEHICLES POLICE		
1.0000	PD-VEHIC	SALE OF VEHICLES POLICE 2017 Ford Explorer 1FM5K8AR0HGB33545	5,000.000000	5,000.00
			TOTAL DUE:	<u>\$ 5,000.00</u>

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

Inc. Village of Sands Point
P.O. Box 188
Sands Point, NY 11050
Attn: Accounts Receivable

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

INVOICE #: 12-00275
DESCRIPTION: SALE OF VEHICLES POLICE
ACCOUNT ID: CITY0005 PIN: 480480
DUE DATE: 03/28/22
TOTAL DUE: \$ 5,000.00



Tanner Consulting Group

603 Stanford Court • Valley Springs, CA 95252 • Phone: (209) 772-2233 • Fax: (209) 772-2230
E-Mail: tannerconsulting@aol.com - Web: www.tannerconsulting.com

LM

Date: April 5th, 2022

Mr. John Grella
Director of Golf
Glen Cove Golf Course
109 Lattingtown RD.
Glen Cove, NY 11542
516.317.3225
JohnGrella@glencoveny.gov

Dear Mr. Grella,

We have prepared a proposal for our services. I would like to assure you Tanner Consulting Group has the extensive experience and excellent technical background needed for your Golf Ball Trajectory Study and necessary plan for the Driving Range at Glen Cove Golf Course. Our expertise covers all aspects of ball containment systems including planning, budgeting, and design. We pride ourselves on being able to offer innovative designs and safety solutions.

TCG offers a well-coordinated project from start to finish. Our designs will be done in C.A.D. to provide you with the most accurate plans available. Site information will be compiled using the most current topographic site plan and other data you can provide for us. Additionally, all of our work will be done in strict accordance with the Uniform Plumbing Codes, National Electrical Codes, Municipal Codes and Ordinances, and State and County Health Codes. Upon completion of your design, we will assist your structural engineer create all necessary structural calculations and stamped plans needed for the permitting process of this project.

I believe this proposal addresses your requirements and provides the planning basis for a successful project. If you have any questions, don't hesitate in calling me at (209) 772-2233. I look forward to hearing from you soon.

Best Regards,



Dave Tanner
Tanner Consulting Group



PROPOSAL

Date: April 5th, 2022

Mr. John Grella
Director of Golf
Glen Cove Golf Course
109 Lattingtown RD.
Glen Cove, NY 11542
516.317.3225
JohnGrella@glencoveny.gov

Glen Cove Golf Course

Proposal for Ball Trajectory Study with services to include the following:

1. TCG will create a 3-D site plan utilizing site plans and topographic supplied by you and available satellite image.
2. We will add our Golf Ball Trajectory Study for the Driving Range at Glen Cove Golf Course utilizing players level agreed upon.
3. We will discuss findings and provide recommended improvement plans that will include: Plan View, Elevations, Isometric Views, and include our Projected Ball Trajectory Chart.

Tanner Consulting Group will utilize a current topographic map or site plan provided by you and any available satellite imagery.

Our fee structure for the above-mentioned items is as follows:

- | | |
|--|---------------|
| a. Base Map Preparation | \$1450 |
| b. Ball Trajectory Study and Netting Plan | \$2950 |
| c. Printing and Shipping (No charge to e-mail PDF files) | \$260 per set |

If additional services are required, TCG will provide and bill at our hourly rate of \$145 per hour. Services that need to be provided by outside engineering firms will be passed through at our cost. Any necessary travel expenses will be billed in advance. Additional ball trajectory studies for this site would cost \$1,650 if needed.

Name: _____ Date: _____

PRINT

Signature of

Acceptance: _____ Title: _____

Please send a signed copy of this proposal, our New Account Information sheet, and any site information to: Tanner Consulting Group – 603 Stanford Court, Valley Springs, CA 95252 Fax: (209) 772-2230 e-mail:

tannerconsulting@aol.com



NEW ACCOUNT INFORMATION

Name of
Company: _____

Project Contact
Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail: _____

Billing
Address: _____

Billing Contact Name: _____ Phone: _____

Billing Fax: _____ Email: _____

Shipping
Address: _____

Send Signed Copy of Proposal, New Account Information and any Site Information to:

TANNER CONSULTING GROUP
603 Stanford Court
Valley Springs, CA 95252

E-mail: tannerconsulting@aol.com
Website: www.tannerconsulting.com



Glen Cove Vol EMS LP15 V1 V2 ProCare

Quote Number: 10495416

Remit to:

Stryker Medical

Version: 1

Prepared For: CITY OF GLEN COVE VOLNTR EMS
Attn: Christopher Demetropolis
cdemetropolis@glencoveny.gov
(516) 369-4569

Rep:

P.O. Box 93308
Chicago, IL 60673-3308

Email:

Dennis Ellard
dennis.ellard@stryker.com

Phone Number:

Quote Date: 02/22/2022

Expiration Date: 05/23/2022

Delivery Address

Name: CITY OF GLEN COVE VOLNTR
EMS

Account #: 1123741

Address: 8 GLEN COVE AVE

GLEN COVE

New York 11542-2807

End User - Shipping - Billing

Name: CITY OF GLEN COVE VOLNTR
EMS

Account #: 1123741

Address: 8 GLEN COVE AVE

GLEN COVE

New York 11542-2807

Bill To Account

Name: CITY OF GLEN COVE

Account #: 1294745

Address: 9 GLEN ST

GLEN COVE

New York 11542-2798

ProCare Products:

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
1.0	78000008	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage	6	07/08/2022	07/07/2023	\$1,637.10	\$9,822.60

ProCare Total: \$9,822.60

Price Totals:

Estimated Sales Tax (0.000%): \$0.00
Freight/Shipping: \$0.00
Grand Total: \$9,822.60

Comments:

LIFEPAK 15 S/N 39605735 41489477
41489578 41490048 41489998 41489758

Prices: In effect for 90 days

Terms: Net 30 Days



Glen Cove Vol EMS LP15 V1 V2 ProCare

Quote Number: 10495416

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: CITY OF GLEN COVE VOLNTR EMS

Rep: Dennis Ellard

Attn: Christopher Demetropolis

Email: dennis.ellard@stryker.com

cdemetropolis@glencoveny.gov

Phone Number:

(516) 369-4569

Quote Date: 02/22/2022

Expiration Date: 05/23/2022

Contact your local Sales Representative for more information about our flexible payment options.

AUTHORIZED CUSTOMER SIGNATURE

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at https://techweb.stryker.com/Terms_Conditions/ProCare/ProCare-PRODUCT_SERVICE_PLAN_AGREEMENT_3-1-2021.pdf. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.



June 2020

LIFEPAK® 15 monitor/defibrillator service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market, which limits the service support available for this product. Service on the LIFEPAK 15 with Part Numbers beginning with v15-5 or v15-7 are unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - If a component has failed on your device, your local Sales Representative should be contacted for support.
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only.
 - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections.
 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability.

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

Stryker does not contract nor provide service parts to any third-party service providers, but instead has a dedicated ProCare Service team who is the only approved service provider for our products.

As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

We thank you for your business and continued partnership. We are committed to providing high-quality, clinically supported products so that you can be confident in the care you are providing to your communities. Please contact your local Stryker sales representative if you have additional questions or to discuss trade-up and flexible financing options for our current LIFEPAK 15 device.

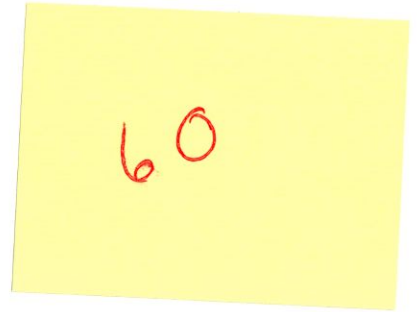
Copyright © 2020 Stryker. GDR 3344126_A

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



ALTA EQUIPMENT GROUP
845 South 1st Street Ronkonkoma, NY 11779
(631) 253-2600 PHONE (631) 822-1442 FAX
www.hilousa.com



Date: 3/15/22

City of Glen Cove Emergency Medical Services
9 Glen Street
City Hall – EMS
Glen Cove, New York 11542
Attn: Christopher DeMetropolis, EMS Supervisor
Station: 516-676-0331
M. 516-369-4569
CDeMetropolis@glencoveny.gov

Door Preventive Maintenance Service Contract # 25291 for 8 Glen Cove Ave Glen Cove, NY

The undersigned dealer agrees to perform a lubrication and maintenance inspection on 2 Doors. Starting 3/22, and approximately every 180 days thereafter. At least 2 bays must be made clear at time of PM service. This agreement shall remain in force until cancelled by either party in writing 30 days prior.

The service on the doors will be performed at a mutually agreed working hours between 7:30 a.m. and 3:30 p.m. The PM services will be billed at a flat fee of **\$125.00 per door, per visit**. Any repairs requiring replacement parts will be suggested to the supervisor in charge prior to any installation. Any parts replacements additional to the PM services will be furnished on a time and material basis and will be billed at our regular service rate plus the price of the parts.

Price per PM Service: \$250.00
Plus applicable taxes

Door PM Service Includes:

- Inspect Door Operator
- Inspect and Lube Door Tracks and Rollers
- Inspect and Adjust Spring Tension on Door
- Inspect and Adjust Door Height Limits

Accepted by,

Glen Cove EMS

Tommy Riekkinen,
Dock & Door Sales

Dated: _____

65

CONSULTANT AGREEMENT

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

1. IDENTITY OF AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Parks & Recreation

Address: 9 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 676-3766

Program : Tennis

2. IDENTITY OF INDEPENDENT CONTRACTOR IC"

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

Name: Christopher MacDonald

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

Address: 4 Harwood Drive West

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-312-5427

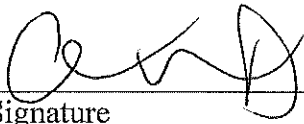
Social Security or Employer Identification Number: 081-70-7916

License Number and Expiration Date, if any: N/A

3. WORK TO BE PERFORMED AGENCY desires that IC perform and IC agrees to perform the following work: Tennis lessons for ages 5 – 16. Lessons to be held at Stanco Park Courts for eleven weeks, four nights per week, beginning June 13 through August 18 2022,
-
-
-
4. TERMS OF PAYMENT AGENCY shall pay IC according to the following terms and conditions: IC shall be paid \$ 165.00 per day for a maximum of 28 days for regular sessions and \$ 330.00 per day for double sessions during full week camp.
- IC will invoice AGENCY for every two-week period of work. Invoice will be processed and paid on the next City Council warrant following the invoice date.
5. REIMBURSEMENT 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 All equipment, tools and materials to facilitate these lessons will be supplied by the IC.
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 Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in, any employer pension, health, or other fringe benefit plan of the AGENCY.
9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT This agreement shall become effective on June 13, 2022 and shall terminate on August 18, 2022.
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 days' 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.

INDEPENDENT CONTRACTOR (CONSULTANT)

Christopher MacDonald
Firm/Individual Name


Signature

Consultant
Title

4/5/22
Date

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. **NON-WAIVER** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **NO AUTHORITY TO BIND CLIENT** IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
16. **DECLARATION BY INDEPENDENT CONTRACTOR** IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.
17. **HOW NOTICES SHALL BE GIVEN** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
18. **ASSIGNABILITY** This agreement may not be assigned, in whole or in part, by IC without prior written approval by the City of Glen Cove's Director of Parks & Recreation, which may be withheld in the Agency's sole discretion.
19. **CHOICE OF LAW** In the event of any dispute hereunder, any action or proceeding which any party may commence shall be brought in the Supreme Court of the State of New York, County of Nassau, or the United States District Court, Eastern District of New York.
20. **ENTIRE AGREEMENT** This is the entire agreement of the parties and cannot be changed or modified orally.
21. **SEVERABILITY** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. **AMENDMENTS** This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

AGENCY:

City of Glen Cove Parks & Recreation
Agency Name

Signature

Mayor
Title

Date