6 A

Schedule I

2022 Capital Improvement Plan

A	В	C	D	E	<b>F</b> PPU
	Estimated	Amount of		Period of	Section
	Maximum	Bonds	Grant	Probable	11.00 a
Project Description (object or purpose)	Cost	Authorized <sup>(1)</sup>	Funds	Usefulness	Reference
DPW – ADMIN.					
Lighting system improvements	\$11,282	\$11,282		10	13
Planning for Parking Garage	Ψ11,202	Ψ11,202		10	15
Improvements	50,000	50,000		5	62
Parking Garage improvements	28,380	28,380		15	12(a)(2)
DDW D01D0					
DPW - ROADS	1 200 000	1 200 000		1.5	20(-)
Road and drainage improvements Acquisition of heavy duty vehicles	1,300,000	1,300,000		15 15	20(c) 28
Various Community Improvement	328,206	328,206		13	20
Projects	150,000	150,000		5	35
Beautification improvement projects	25,000	25,000		5	35
1	, , , , , , , , , , , , , , , , , , , ,	,			
POLICE DEPARTMENT					
Acquisition of police patrol vehicles	351,873	351,873	250,000	3	77
Acquisition of police pick-up truck	60,000	60,000		15	28
Acquisition of police patrol car radios	75 751	75 751		-	100 0 20
and computers Acquisition of license plate readers	75,754	75,754		5 5	108 & 32 32
Police Headquarter building	36,604	36,604		3	32
improvements	135,719	135,719	95,714	15	12(a)(2)
Acquisition of emergency generator	30,000	30,000	55,711	10	13
	660 St \$100 T. 100553	and the same of			
FIRE DEPARTMENT					
Acquisition of equipment	25,000	25,000		5	32
Firehouse building improvements	75,000	75,000		15	12(a)(2)
Acquisition of replacement generator Acquisition of turnout gear	60,000	60,000	250,000	10	13 32
Acquisition of turnout gear	250,000	250,000	250,000	5	32
FIRE DEPARTMENT DISPATCH					
Acquisition of radios	17,000	17,000		10	25
EMS/AMBULANCE CORPS				_	
EMS emergency equipment	114,715	114,715		5	32
Acquisition of vehicle EMS communications system	62,500	62,500		3	77
upgrades	68,888	68,888		10	25
apgrados	00,000	00,000		10	43

A	В	$\mathbf{C}$	D	E	<b>F</b> PPU
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized <sup>(1)</sup>	Grant Funds	Period of Probable Usefulness	Section 11.00 a Reference
1 Toject Description (object or purpose)	Cost	71411011204	1 dilas	Obolamoss	2010101100
HARBOR PATROL					
Acquisition of vehicle	51,000	51,000		3	77
Acquisition of radios	42,401	42,401		10	25
Acquisition of infrared thermal					
cameras	13,918	13,918		5	32
SENIOR CENTER					
Building improvements	578,000	578,000		15	12(a)(2)
Planning for building improvements	32,000	32,000		5	62
Various building improvements	24,000	24,000	24,000	15	12(a)(2)
Replacement of walk-in refrigerator	40,000	40,000	·	5	32
PARKS					
Acquisition of beach sand	10,000	10,000		5	35
Park Improvements	300,000	300,000		15	19(c)
City Stadium Park Improvements	25,000	25,000		15	19(c)
Acquisition of equipment	11,563	11,563		5	32
TATEODM A TION TECHNOLOGY					
INFORMATION TECHNOLOGY	14,600	14,600		5	32
Security system improvements	25,000	25,000		5	32 & 108
Cyber security improvements	25,000	23,000		3	32 to 100
ANIMAL SHELTER					
Animal Shelter facility improvements	57,920	57,920		15	12a(2)
GOLF COURSE					
Acquisition of golf carts	31,000	31,000		5	32
Driving Range rehabilitation and					
course improvements	280,000	280,000		15	54
CDA					
Planning for future City-wide					
improvements	75,000	75,000	56,250	5	62
WATER DEPARTMENT					
Water system improvements	1,000,000	1,000,000	1,000,000	40	1
Planning for water system		_			
improvements	<u>50,000</u>	<u>50,000</u>		5	62
TOTAL CAPITAL PLAN 2022	<u>\$5,917,323</u>	<u>\$5,917,323</u>	<u>\$1,675,964</u>		

6 E

#### EXTRACT OF MINUTES

Meeting of the City Council of the

City of Glen Cove, in the

County of Nassau, New York

May 24, 2022

\* \* \*

A regular meeting of the City Council of the City of Glen Cove, in the County of Nassau, New York, was held at the City Hall, Glen Cove, New York, on May 24, 2022.

There were present:	Hon. Pa	ımela Paı	nzen	beck, Mayo	or; and			
Councilpersons:								
There were absent:								
Also present:	Tina Pe	mberton,	City	Clerk				
	*	*	*					
		offered	the	following	ordinance	and	moved	its

adoption:

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED MAY 24, 2022, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$5,917,323, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSES, AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,917,323 TO FINANCE SAID APPROPRIATION

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

Section 1. The City Council of the City is hereby authorized to construct, acquire or undertake the various projects as described in **column A of Schedule I**, attached hereto and made a part hereof, at the estimated maximum costs indicated in **column B of said Schedule I**. The estimated total cost of such projects, including preliminary costs and costs incidental thereto and the financing thereof, is \$5,917,323 and said amount is hereby appropriated for such purposes. The plan of financing includes the issuance of bonds of the City in the principal amount of not to exceed \$5,917,323 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. Any grants and/or other funds received on account of any of the projects and referred to in **column D of said Schedule I** are hereby

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

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$5,917,323 are hereby authorized to be issued in the principal amounts indicated in **column C of said Schedule I** for each of the respective objects or purposes indicated in **column A of said Schedule I**, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance the appropriation referred to herein.

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

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

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

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

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

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

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such ordinance, or a summary thereof, are not substantially complied with,

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

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

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

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

\*\*\*\*\*\*

Schedule I
2022 Capital Improvement Plan

A	В	C	D	E	<b>F</b> PPU
	Estimated Maximum Cost	Amount of Bonds Authorized <sup>(1)</sup>	Grant Funds	Period of Probable Usefulness	Section 11.00 a Reference
Project Description (object or purpose)	Cost	Authorized	Tuito		
DPW – ADMIN.					
Lighting system improvements Planning for Parking Garage	\$11,282	\$11,282		10	13
Improvements	50,000	50,000		5	62
Parking Garage improvements	28,380	28,380		15	12(a)(2)
DPW - ROADS	1 200 000	1,300,000		15	20(c)
Road and drainage improvements	1,300,000 328,206	328,206		15	28
Acquisition of heavy duty vehicles Various Community Improvement	328,200	320,200			
Projects Projects	150,000	150,000		5	35
Beautification improvement projects	25,000	25,000		5	35
1					
POLICE DEPARTMENT		0.51.050	250.000	2	77
Acquisition of police patrol vehicles	351,873	351,873	250,000	3 15	28
Acquisition of police pick-up truck	60,000	60,000		1.5	20
Acquisition of police patrol car radios	75,754	75,754		5	108 & 32
and computers	36,604	36,604		5	32
Acquisition of license plate readers	30,004	30,004			
Police Headquarter building improvements	135,719	135,719	95,714	15	12(a)(2)
Acquisition of emergency generator	30,000	30,000	,	10	13
Addustion of emergency generator	,	•			
FIRE DEPARTMENT				~	22
Acquisition of equipment	25,000	25,000		5	32
Firehouse building improvements	75,000	75,000		15 10	12(a)(2) 13
Acquisition of replacement generator	60,000	60,000	250,000	5	32
Acquisition of turnout gear	250,000	250,000	250,000	3	32
FIRE DEPARTMENT DISPATCH					
Acquisition of radios	17,000	17,000		10	25
11040101000 02 100010	-				
EMS/AMBULANCE CORPS		114515		5	32
EMS emergency equipment	114,715	114,715		5 3	77
Acquisition of vehicle	62,500	62,500		ر	f
EMS communications system upgrades	68,888	68,888		10	25
upgrades	00,000	00,000			

A	В	C	D	E	<b>F</b> PPU
Duringst Description (chiege or number)	Estimated Maximum Cost	Amount of Bonds Authorized <sup>(1)</sup>	Grant Funds	Period of Probable Usefulness	Section 11.00 a Reference
Project Description (object or purpose)	Cost	Hamonibod			
HARBOR PATROL					
Acquisition of vehicle	51,000	51,000		3	77
Acquisition of radios	42,401	42,401		10	25
Acquisition of infrared thermal				5	32
cameras	13,918	13,918		5	32
SENIOR CENTER					
Building improvements	578,000	578,000		15	12(a)(2)
Planning for building improvements	32,000	32,000		5	62
Various building improvements	24,000	24,000	24,000	15	12(a)(2)
Replacement of walk-in refrigerator	40,000	40,000		5	32
PARKS					
Acquisition of beach sand	10,000	10,000		5	35
Park Improvements	300,000	300,000		15	19(c)
City Stadium Park Improvements	25,000	25,000		15	19(c)
Acquisition of equipment	11,563	11,563		5	32
INFORMATION TECHNOLOGY					
Security system improvements	14,600	14,600		5	32
Cyber security improvements	25,000	25,000		5	32 & 108
ANIMAL SHELTER					
Animal Shelter facility improvements	57,920	57,920		15	12a(2)
GOLF COURSE					
Acquisition of golf carts	31,000	31,000		5	32
Driving Range rehabilitation and	280,000	280,000		15	54
course improvements	200,000	200,000			
CDA					
Planning for future City-wide	75,000	75,000	56,250	5	62
improvements	75,000	75,000	20,220	<u>-</u>	
WATER DEPARTMENT		1 000 000	1 000 000	40	1
Water system improvements	1,000,000	1,000,000	1,000,000	40	1
Planning for water system	50,000	50,000		5	62
improvements	<u>30,000</u>	<u> </u>			
TOTAL CAPITAL PLAN 2022	<u>\$5,917,323</u>	<u>\$5,917,323</u>	<u>\$1,675,964</u>		

#### **CLERK'S CERTIFICATE**

I, TINA PEMBERTON, City Clerk of the City of Glen Cove, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Glen Cove duly called and held on May 24, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

	IN WITNESS WHEREOF,	I have hereunto set my hand and affixed the
		corporate seal of said City of Glen Cove this
		day of May, 2022.
(SEAL)	)	City Clerk

6I

# CITY OF GLEN COVE

## Vehicle Use & Procedure Policy

**Scope:** All City Personnel Excluding Those Covered by Police Department and/or Harbor Patrol Vehicle Use Policies

**Purpose:** To establish guidelines for the operation of City of Glen Cove motor vehicles by City employees and to assure the vehicles are operated in a safe, appropriate manner for the benefit of City residents.

#### **Municipal Vehicles**

It is the policy of the City of Glen Cove to authorize the utilization of vehicles for use by certain officials and designated personnel in the performance of their employment responsibilities, either during the work shift or on a twenty-four (24) hour on-call basis. City vehicles are to be assigned solely to assist City personnel in the performance of their City responsibilities.

#### **Expense Reimbursement**

It is the policy of the City of Glen Cove to reimburse personnel for expenses they incur as a result of personal vehicle use, as set forth in Section J. Receipts and an Expense Reimbursement Control Form must be submitted in order for personnel to be reimbursed for such expenses. Expense reimbursement is for travel outside the City of Glen Cove. Personnel will not be reimbursed for use of personal vehicles within the City without advance approval from the Department Head or as specifically authorized by a collective bargaining agreement.

#### Criteria

City Vehicles may be issued only to personnel who travel between sites on a regular basis as part of their job function or, when approved by the Mayor, for 24-hour use.

#### **PROCEDURE**

### A. Garaging of Vehicles

All municipal vehicles, except those authorized for twenty-four (24) hour use, shall be garaged at the end of each day in assigned municipal parking lots. No vehicles, except those authorized for twenty-four (24) hour use, are to be driven home at the end of the workday.

# B. Assignment of Municipal Vehicles

- 1) Department heads shall be responsible for the assignment of municipal vehicles based upon an employee's job responsibilities. Department Heads should assign such vehicles in a manner consistent with departmental workload and personnel function.
- 2) Assigned drivers must report any vehicle accident to their supervisor or department head immediately and provide the City Clerk with a police accident report within thirty days of the accident.
- 3) Assigned drivers must provide their driver licenses, to be entered into the DMV's License Event Notification System (LENS), and their Motor Vehicle Records, including any moving violations within the prior three years and any license suspensions or revocations.
- 4) Department Heads are responsible for assuring that vehicles are properly maintained and routinely washed.
- 5) Department Heads are responsible to the Mayor for a full accounting of all municipal vehicle usage. The assignment of vehicles may be rescinded at the Mayor's sole and absolute discretion.
- 6) All original titles for City vehicles be held by the City Clerk.

# C. Assignment of Municipal Vehicles for 24-Hour Use (Vehicle Approved for Commuting Purposes)

- 1) The assignment of vehicles for twenty-four (24) hour use will be made by the Mayor and will only be considered for personnel who require a vehicle for the ordinary and necessary discharge of their job functions every day, throughout the day. Employees assigned a vehicle for 24-hour use will necessarily utilize such vehicle for commuting to and from their homes. Criteria to be used in determining eligibility for 24-hour vehicle use, include:
  - officially designated on-call status;
  - · requirement for frequent emergency availability; and
  - emergency or other equipment contained in the vehicle (communication devices alone do not qualify); and

• other such criteria as the Mayor find appropriate.

Such assignment may be rescinded by the Mayor at the Mayor's sole and absolute discretion.

- 2) When commuting, the assigned vehicle use is limited to direct travel to and from the employee's residence and workplace. The vehicle shall not be utilized for travel outside a direct commuting route, for personal reasons or for any commercial use.
- 3) Personnel who are assigned vehicles for 24-hour use shall maintain a weekly mileage log detailing miles traveled, broken out by date and purpose (e.g. commuting, inter-site travel, etc.), to be submitted to their immediate supervisor or department head each month.
- 4) GPS or other position tracking devices may be installed in any municipal vehicles and may be used to verify monthly mileage logs and the work-related nature of vehicle use.
- 5) Whenever a person assigned a vehicle for 24-hour service, no longer has such assignment, the authorization for 24-hour use shall be reevaluated.
- 6) Personnel assigned municipal vehicles for 24-hour use will be given a copy of this policy and will be required to sign a confirmation of receipt and an agreement of compliance.
- Personnel authorized to commute in a City vehicle may be subject to imputed income regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely commuting to and from work) to be income for the purposes of income taxation. The Finance Department shall be responsible for determining any taxable benefit for all personnel assigned City vehicles for 24 hour use, based on documentation provided by the various department heads, to include schedules of affected employees and their mandatory weekly mileage logs prepared pursuant to Paragraph C(3).

## D. Operation and Maintenance of Vehicles

All personnel are required to adhere to the following minimum rules of operation of municipal vehicles:

 Rules of the Road: All traffic, driving and road regulations are to be strictly observed, excepting emergency, construction and sanitation vehicles as required in the performance of their duties.

- 2) Use of Safety Restraints: Seat belts, shoulder harness, and other restraints shall be worn at all times vehicle is in motion, by driver and all passengers.
- 3) Passengers must remain safely seated inside a vehicle while in operation, with the exception of passengers of vehicles designed to carry passengers externally, in which case passengers must follow all safety recommendations of the vehicle manufacturer. In no case shall drivers permit passengers to ride externally while a vehicle is in operating in reverse.
- 4) Cell phone use during the operation of a City vehicle, unless in accordance with New York State Vehicle and Traffic Law requirements, is strictly prohibited. While operating municipal vehicles, employees' communications shall be limited to work-related communications and personal cases of emergency.
- 5) Texting while operating a City vehicle is strictly prohibited and cause for disciplinary action including dismissal.
- 6) Use of Controlled Substances: Use of alcohol, drugs, or prescription medications which violates the New York State Vehicle and Traffic Law is strictly prohibited and cause for disciplinary action including dismissal.
- 7) Use of any tobacco products is forbidden in City vehicles.
- 8) The transportation of firearms, weapons or explosives is forbidden in any City vehicle unless such items are directly related to the job function of the driver.
- 9) The Department of Public Works is responsible for ensuring the performance of vehicle maintenance.
- 10)All vehicles must be locked when not occupied and in use.
- 11) No signage other than as approved by the Mayor and relating to vehicle purpose, or as mandated by regulation, may be affixed to the vehicle. Bumper stickers are strictly prohibited.
- 12) Gasoline is supplied exclusively through the City facility for City-owned vehicles except authorized long-distance travel or authorized local travel when the City facility is closed.
- 13) City vehicles may be operated only by the City personnel assigned such vehicles. Operation by other than the assigned personnel may be cause for disciplinary action or dismissal.

- herein. Picking up or dropping off family and friends at school, work, etc. is prohibited.
- Personnel who operate municipal vehicles shall have a valid New York State motor vehicle operator's license of the class required for the specific vehicle being operated.
- 3) Vehicles should contain only those items for which the vehicle is designed. The City shall not be liable for the loss or damage of any personal property transported in the vehicle.
- 4) Personnel are expected to keep municipal vehicles clean, and to report to their supervisor any malfunction or damage.
- 5) Personnel who are assigned vehicles on a 24-hour basis are expected to park such vehicles in safe locations and lock them.
- 6) All personnel are expected to operate vehicles in a safe, courteous, and legal fashion as representatives of the City of Glen Cove.
- 7) Personnel who incur parking or other non-moving violation fines in municipal vehicles will be personally responsible for their payment unless the payment of such fines by the City is approved by the Mayor. Moving violation tickets are the responsibility of the cited individual, including red light camera and school bus camera violations.
- 8) Personnel who are issued citations for any offense while using a municipal vehicle must notify their supervisor immediately when practicable, but in no case more than twenty-four (24) hours later. Failure to provide such notice will be grounds for disciplinary action. The City reserves the right to require completion of a safe driving course by any personnel authorized, or prospectively authorized, to use a municipal vehicle at any time during employment.
- 9) Any personnel assigned a municipal vehicle who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether or not such charge involves the use of a municipal vehicle, shall notify his/her supervisor immediately when practicable, but in no case later than twenty-four (24) hours. Conviction for such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.
- 10) No personnel may use a municipal vehicle for travel more than 20 miles from the City of Glen Cove or for out of state use without advance approval of the Mayor. Department Heads may establish such procedures to monitor and record such use as they deem appropriate.

# E. Emergency Medical Response Vehicles

All EMS vehicles, equipment, and assigned technicians will be in compliance with Article 30 NYS Code, Parts 800.23 and 800.26. The responsibility for assuring such compliance resides with the Department Head.

#### F. Fire Chief Vehicles

Authorized Operators: The City Fire Chief shall be the principal operator of the Chief's vehicle. The Chief may authorize another active member of the Fire Department, the EMS or other fire departments to use said vehicle solely in furtherance of firematic/EMS duties and support thereof. Any operator of this vehicle must be an active member in good standing of the Fire Department or EMS, hold a valid and current operator's license issued by the New York State Department of Motor Vehicles and be fully familiar with and capable of the operation of any equipment affixed to the vehicle (radios, 4-wheel drive, snow plow, etc.).

During times of more than 24-hours absence from the City, the Chief may designate a Fire Department/ EMS Officer to assume his duties during such absence, including authorizing use of the Chief's vehicle. In the case where no person is designated to fill in during the Chief's absence, the vehicle should be parked at the main fire/EMS station at 8 – 10 Glen Cove Ave., Glen Cove, NY.

**Authorized Passengers:** Any current member of the Fire Department/EMS, City personnel, and those members of outside fire/EMS agencies assisting the Fire Department/EMS may ride in the Chief's vehicle during emergencies or firematic/EMS duties and support as needed. Courtesy rides may be given to victims of incidents where there is no other way of transport. Distance to be dropped off will be at the discretion of the Chief.

Invited family members (to include the Chief's wife, husband, significant other and/or children) may ride in the Chief's vehicle with the Chief. However, arrangements shall be made in advance for the transportation of any non-fire/EMS passengers if at any time the Chief must respond to an emergency.

# G. General Vehicle Use Regulations

Municipal vehicles may only be used for legitimate municipal business.

1) Municipal vehicles shall not be used to transport any individual who is not directly or indirectly related to municipal business. Passengers shall be limited to City employees and individuals who are directly associated with City work activity (committee members, consultants, contractors, etc.) Family members and friends shall not be transported in City vehicles except as permitted under paragraph F

#### H. Reporting of Accidents

Whenever a municipal vehicle is involved in an accident, or subject to damage, or in the event a personal vehicle is damaged during an approved, work-related trip, the personnel operating the vehicle is required to immediately notify his/her immediate supervisor or department head. The employee shall be responsible for obtaining a police accident report and filing it with the City Clerk if the accident took place outside Glen Cove City limits.

# I. Registering and Insuring a Vehicle

The Finance Department and Department of Public Works shall coordinate all municipal vehicle insurance, trade-ins, and auctions. Vehicle registrations are to be coordinated by the respective Departments.

# J. Expense Reimbursement – Personal Vehicles

- 1) Expense reimbursement is intended for work-related travel outside the City of Glen Cove. Personnel will not be reimbursed for the use of a personal automobile within the City without advance approval of the Mayor or unless specifically authorized by a collective bargaining agreement.
- When personnel are authorized to use a personal automobile for work-related travel, they shall be reimbursed at a rate established by the IRS standard mileage rate in effect on the date of travel. In addition to the mileage rate, the City will reimburse personnel authorized to travel outside the City, driving personal or municipal vehicles, for tolls and reasonable parking expenses evidenced by written receipts. Personnel will not be reimbursed for tolls which they would normally pay during their normal commute to and from work. In order to be reimbursed for personal automobile use, personnel shall complete the Travel Expense Form. This form should be submitted to the Department Head for approval prior to submission to the Controller for payment.
- 3) Personnel who are authorized to use personal vehicles for work related travel are required to show proof to their Department Head auto liability insurance coverage of:

Bodily Injury: \$100,000/\$300,000 (per person/per accident)

• Property Damage: \$50,000

#### K. Special Circumstances

This policy is intended to provide a basic framework governing the use of personal and municipal vehicles in the City of Glen Cove, and, as such, cannot contain procedures governing every situation that might arise. Personnel seeking clarification of or exemption from the provisions of this policy should contact the

Mayor who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

#### L. Sanctions

Failure to comply with any provisions of this policy may result in disciplinary action up to and including removal of City vehicle privileges, suspension, and/or termination from City service. All costs incurred by the City as a result of a violation of this policy are to be reimbursed by the personnel responsible for such violation.

# M. Non-supersedure of Existing Agreements

Notwithstanding any provision herein, this policy shall not supersede the terms of the Collective Bargaining Agreement between the City and the CSEA.

#### N. Acknowledgment

Within 90 days of the adoption or any subsequent amendment of this policy, and during the hiring of new employees, all covered employees will be provided and must acknowledge receipt of a complete copy of this policy.

## **Acknowledgment of Receipt**

I hereby acknowledge receipt of a complete copy of the City of Glen Cove Municipal Vehicle Use Policy adopted by the City Council on [DATE]. I hereby agree not to operate any municipal vehicle for personal use and to abide by the provisions of this policy:

Read, signed and agreed to:	
(Print Personnel Name)	
(Personnel Signature)	(Date)
(Mayor's Signature)	(Date)



105 SWEENEYDALE AVE. BAY SHORE, NY 11706 OFFICE (631) 691-2381 • FAX (631) 598-8280

Proposal #22-664R1



May 11, 2022

Rocco Graziosi City of Glen Cove 9 Glen Street Glen Cove, NY 11542 rocco@glencoveny.gov

Project Name	City of Glen Cove- Concrete Remediation at Morgan Park
Requirements Contract	ES BOCES Concrete, Asphalt & Related Site Work 2019-049-1011R
Project Cost	\$ 174,211.00

Thank you for allowing the LandTek Group, Inc. the opportunity to provide you with the following proposal for concrete remediation work at Morgan Park. This proposal is based on the ES BOCES Concrete, Asphalt & Related Site Work 2019-049-1011R.

#### Scope of Work

- Furnish and install temporary fence at the top and lower perimeter of construction area.
- Hammer concrete and dispose existing collapsed stairs. Sawcut and remove adjacent asphalt.
- Sawcut and salvage existing bluestone treads.
- Remove and dispose (2) trees.
- Remove and repair buried, damaged drainage pipe. Approx. 20'
- Furnish and install 10" thick concrete footing. Approx. 62' L x 6' W x 10"
- Furnish and install structural, reinforced concrete wall. Approx. 60' L x 8' H x 12"
- Furnish and install (1) mat of #5 rebar 12" O.C. for footing and wall.
- · Backfill existing wall with select fill.
- Form and pour reinforced concrete steps to match existing layout.
- Furnish and install 5' concrete landing at top and bottom of steps.
- All concrete to be 4000 PSI pump mixes in accordance to A.C.I.
- (2) Concrete pump truck mobilizations due to limited access.
- Salvage existing collapsed railing and reinstall to match original layout.
- Reinstall salvaged bluestone masonry treads.
- Prepare fine grade and furnish RCA adjacent to new stairs.
- Furnish and install asphalt pavement adjacent to new stairs and up to new retaining wall. Compacted 2"
   Top, Type 7.
- Furnish and install topsoil and seed restoration.
- General clean up and demobilization.

# "Building Champions from the Ground Up"

#### **Exclusions:**

- Excavation or removal of contaminated and/or unsuitable soils.
- Hazardous materials/asbestos abatement.
- All guardrail work including but not limited to new, reinstall or modifications.
- Drainage work other than listed above.
- All irrigation work.
- All electrical work.
- Bond & OCP insurance
- Sales tax Owner to provide tax exempt certificate
- Permits and/or Inspection fees.
- Private mark out.
- All Testing.
- Architectural and/or engineering fees.
- Nighttime or weekend works
- Construction delays due to Covid-19 related closures and/ or work stoppages, including that of material suppliers
- Any items of work not specifically included in this proposal shall not be the responsibility of LandTek

Thank you again for your interest in the LandTek Group, we look forward to working with you. If you should have any questions, please feel free to contact me.

Sincerely,

The LandTek Group, Inc.

Joel Fonseca Project Manager

Phone: (631) 691-2381

Email: Jfonseca@landtekgroup.com

ZONE 5 - Western Suffolk - Townships of Smithtown, Huntington and Babylon

	EstimatedUs		HOM		l Init		Total
Line	age	Item Description / Classification UOM Unit		Unit	Total		
		Concrete Work					
21	80	Cement Concrete Flatwork - NEW - 6" Thick	SF	\$	7.75	\$	620.00
23	372	Cement Concrete Flatwork - NEW - 10" Thick	SF	\$	7.50	\$	2,790.00
		Total Concrete Flatwork				\$	3,410.00

		Additional Labor and Materials			
		In the event the services of a laborer are needed for any of the above specifications, please			
- 1		indicate the hourly rate of such laborer. Vendors must present certified payroll in accordance			
40	600	with prevailing wage requirements along with all invoices for payment.	per hour	\$ 250.00	\$ 150,000.00
		This bid contemplates that the Cooperative Program participants and ESBOCES will reimburse			
		contractor for its certified cost plus % of all parts and materials utilized in connection with			
		repair and/or replacement of equipment for any of the above specifications. Please indicate the			
		Certified Cost Plus % of such materials.	% Cost		
41	18,910		Plus	10%	\$20,801.00
		TOTALS:			\$ 174,211.00

# CHASE, RATHKOPF & CHASE, LLP ATTORNEYS AT LAW

48 FOREST AVENUE GLEN COVE, NEW YORK 11542

TELEPHONE: (516) 671-5880 TELECOPIER: (516) 671-0740

JOHN M. CHASE LESTER H CHASE (1910-2010) DAREN A RATHKOPF (1933-2022) E-MAIL: JMCHASE@CHASERATHKOPF.COM

66

-Of Counsel-HENRY C. DECSI, JR.,CPA RICHARD S. PRISCO TIP HENDERSON

May 17, 2022

Hon. Pamela Panzenbeck City Hall City of Glen Cove 9 Glen Street Glen Cove, NY 11542

Re: Chase, Rathkopf & Chase, LLP Special Counsel Engagement

Dear Mayor,

Thank you for the opportunity to submit this proposal to provide special legal services to the City of Glen Cove (the "City") as hereinafter described.

It is our customary practice, and it is now required by the Office of Court Administration, that we provide our clients with a retainer letter which describes the terms of our relationship.

This letter will set forth the scope of the services Chase, Rathkopf & Chase, LLP ("CRC") will render for or on the City's behalf, the way our fees for those services will be determined, the extent to which the City will be responsible for our fees and expenses, our billing practices, and provisions for arbitration in the event of any fee dispute. Should the City ask us to represent it in other matters, those representations will be subject to separate retainer letters.

Scope of Representation. We have been requested by the City to review, update and revise the City's zoning regulations. Accordingly, our services to the City shall include the review and analysis of the City's existing zoning code and master plan and recommendations to the City for updates and revisions of the code to ensure it consistently reflects the City's intended purposes; preparation of any and all ordinances and/or local laws as required to implement such updates and revisions; and overseeing the adoption of such local laws including the preparation of any notices and other procedural requirements required by NYS or other applicable laws. Our services shall also include the necessary legal research and legal advice to the City and preparation for and attendance at all conferences, meetings, and hearings as required by the City. Generally, the proposed updates and revisions to the zoning code will focus primarily on the inconsistent and

May 17, 2022 Re: Chase, Rathkopf & Chase, LLP Special Counsel Engagement Page 2

contradictory provisions in the code as set forth in our letter to the City dated August 23, 2021, and any additional updates and revisions we feel should be considered beyond those we recommended in our letter.

The most efficient and cost-effective method for updating and revising the zoning code is to compile all the desired revisions and updates and adopt one recodification of the entire zoning code. This process, of course, will take considerable time to complete. However, if sooner or more immediate partial revisions are sought, we will accommodate such requests while noting this process may prove more costly due to some duplication of time spent coordinating the entire recodification. We estimate the recodification of the City's zoning code as herein contemplated shall be completed on or about January 1, 2023.

Fees, Expenses and Billing Practices. We will charge for our legal services based upon hourly billing rates for time spent by the attorneys and legal assistants who work on the matter. For matters within the scope of this retainer, we will apply our reduced public service attorney billing rate of \$350 per hour and legal assistants at a rate of \$125 per hour. In view of our ongoing relationship and in consideration of prompt payment of our statements for services rendered, we will waive our customary requirement for an advance retainer payment.

We will submit statements of amounts due for our services on a monthly or periodic basis shortly after services are rendered. Our statements itemize the services performed by date, time dedicated and the professional performing the services, and will include the City's customary claim form. Statements which show a balance due to the firm are due upon receipt. Please review our periodic statements on receipt and contact us if you have any questions or issues with matters involving the statement. This allows us to cooperatively, and in a timely manner, address issues that may arise.

In addition to our fees for legal services, you are also responsible to pay or reimburse all expenses incurred on your behalf, including printing, photocopying, scanning, filing fees, express delivery charges, court reporter and transcript fees, reasonable travel expenses, long distance telephone calls, computer-assisted research, conferencing expenses, experts, or consultants (who will not be retained without your prior consent) including such expenses incurred from third party vendors. You will be billed for such expenses at the actual cost incurred by us, however, you acknowledge your responsibility to pay the fees and expenses of such third parties. You further agree that, if necessary and at our request, you will contract directly for their services.

Consent to Our Firm Holding Your Information. We maintain a database of client contact information which we keep confidential and which we do not share with anyone else. We also keep confidential other personal data that you may share with us from time to time. We need you to confirm that you consent to us holding your information for the purpose of our firm providing legal services to you. Protecting your personal data, your confidential information and your privacy is extremely important to us. By signing this letter, you consent to our firm holding your information. If at any time you wish to

May 17, 2022 Re: Chase, Rathkopf & Chase, LLP Special Counsel Engagement Page 3

withdraw your consent, please advise us by e-mail addressed to John M. Chase, Esq. at jmchase@chaserathkopf.com.

Record, Retention and Disposition. Unless otherwise agreed, our representation will terminate upon completion of our services and sending our statement for any outstanding fees and expenses. At your request, we will return documents and other materials you have supplied to us in connection with this matter subject to any retaining or charging liens. At the conclusion of this matter, we will retain our own records, hardcopy and electronic, relating to your representation (including accounting and time records, attorney work product, etc.) in accordance with our records retention policy. For various reasons, including administrative and storage convenience and expense, we reserve the right to dispose of any documents or materials that we retain within a reasonable time after the termination of our representation and in accord with the firm's applicable retention periods and applicable standards of attorney conduct.

<u>Client's Right to Arbitrate Fee Disputes.</u> CRC makes every effort to bill fairly and clearly for fees and expenses, and to represent client interests zealously and diligently. Nevertheless, you should know that if a fee dispute ever arises in this matter, you may have the right to elect to resolve the dispute through arbitration pursuant to Part 137 of the Rules of the Chief Administrator. A copy of Part 137 will be provided upon request and will be provided in the event a dispute over fees should arise.

<u>Termination of Engagement:</u> Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will release you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination.

<u>Client Responsibilities:</u> In order for us to provide quality legal representation, you agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. Please bear in mind that if we do not obtain such cooperation and information, the quality of our representation may suffer and your cost of receiving services may increase (due to additional time required on the matter). We will, of necessity, be relying on the completeness and accuracy of the information you provide to us when performing our services on your behalf.

If you agree to these terms, please affix your signature on behalf of the City to a copy of this letter at the space provided below and return it. Your signature to this retainer shall constitute a representation that you are authorized by the City Council to execute this letter on behalf of the City. Upon receipt of the signed retainer letter, we will proceed with our representation in this matter.

May 17, 2022 Re: Chase, Rathkopf & Chase, LLP Special Counsel Engagement Page 4

We are delighted to have the opportunity to work with you and appreciate your confidence in us.

Very truly yours,

CHASE, RATHKOPF & CHASE, LLP

John M. Chase

CITY OF GLEN COVE

By: Pamela Panzenbeck, Mayor

### **Tina Pemberton**

From:

Tip Henderson

Sent:

Saturday, May 14, 2022 12:28 PM

To:

Tina Pemberton

Subject:

Retainer agreement

Follow Up Flag:

Flag for follow up

Flag Status:

Flagged

Tina. Please put on the agenda retainer agreement with Chase Rathkopf & Chase to recodify the city zoning code. I'll have the agreement Tuesday morning as I will be out Monday.

Sent from my iPhone

# 6

#### AMENDMENT NO. 2

THIS AMENDMENT, (together with any schedules, appendices, attach 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 City Hall, 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQHS21000037 between the County and the Contractor, executed on behalf of the County on April 13, 2021 as amended by Amendment No. 1 CLHS21000060, executed on behalf of the County on 12/15/21, (collectively, the "Original Agreement"), the Contractor performs certain services for the County in connection with, services/programs 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, 2021 through September 30, 2022 (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 Five Thousand Four Hundred Fifty and 00/100 dollars (\$5,450.00) (the "Maximum Amount"); and

WHEREAS, the parties are desirous increasing the Maximum Amount of the Original Agreement by One Hundred Fifty Thousand Fifty and 00/100 dollars (\$150,050.00), amending the scope of Services, and amending the budget contained in the Original Agreement.

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

- 1. <u>Services</u>. The scope of services under this Amendment is to include and shall encompass the continuation and expansion of goods and services as contemplated, intended and set forth in attachment A of the original agreement.
- 2. <u>Maximum Amount.</u> The Maximum Amount in the Original Agreement shall be increased by One Hundred Fifty Thousand Fifty and 00/100 dollars (\$150,050.00), 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 One Hundred Fifty Five Thousand Five Hundred and 00/100 Dollars (\$155,500.00) (the "<u>Amended Maximum Amount</u>").

- 3. <u>Budget</u>. 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 "<u>Amended Budget</u>").
- 4. <u>Full Force and Effect</u>. 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.

[Remainder of Page Intentionally Left Blank.]

5. 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:

# PLEASE EXECUTE IN <u>BLUE</u> 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









11 North John Street Pearl River, NY 10965 PH: (845) 735-4000 FX: (845) 735-4008

No. N407R1

www.rhombusenterprises.com Info@rhombusenterprises.com

TO:

**City of Glen Cove** 

9 Glen Street

Glen Cove, NY 11542

DATE:

May 13, 2022 **PHONE:** 516-320-7823 ibelfiore@glencoveny.gov

ATTN:

Jenna Belfiore

RE:

**Football Scoreboard Installation** 



Scope of Work:

Outlined below is our proposal for the physical installation for the City of Glen Cove Little League scoreboard and wireless radio at 4 Morris Ave Glen Cove, NY

- Demolish & Dispose of Existing Display
  - Remove and dispose two (2EA) existing scoreboards off site Previously removed
- Structural Steel Support Structure
  - Display 1:
    - Drill new shaft footings, two (2EA)
    - Direct embed new w shape beams in concrete footers
    - Prime and paint steel beams
  - Display 2:
    - Mount new scoreboard to existing steel columns
    - No modifications to existing structure. Integrity by owner.
- Display Installation
  - Base:
    - Install new scoreboard, (1 EA) Nevco 3621-ETN, 20x8
    - Install new scoreboard, (1 EA) Non-backlit ID, 5x4
    - Install new scoreboard, (1 EA) Decorative Arch Truss, 20x4
    - Install new scoreboard, (1EA) MC-20mm-C-SS-4x10
- Electrical Scope
  - Owner must have primary power to base of structure in form of disconnect/panel/safety switch. Secondary power tie-in from disconnect to scoreboard by Rhombus.
  - Install new wireless receivers at scoreboard.



#### **Notes/Bid Qualifications:**

- 1. Prices include GL and WC insurance to standard limits.
- 2. Preliminary bid proposal based upon current scope of work.
- 3. All permanent mounting hardware to be supplied by Nevco
- 4. This proposal must be accepted in its entirety to hold the unit prices noted.
- 5. Full access must be provided by the owner to allow for installation & erection equipment.
- 6. Protection of the athletic fields and or surfaces by others.
- 7. On site security/night watchman by others. Rhombus shall not be responsible for stolen equipment that has been delivered to the work site.
- 8. NY PE stamped structural design to be provided by others, if required. Final pricing to be revisited.
- 9. Permits, if required, have not been included in this proposal, and are not the responsibility of Rhombus.
- 10. This work is to be completed by September 2022. Else, labor escalations shall apply.
- 11. One mobilization, normal business hours M-F 7 AM-5PM.
- 12. Disposal of excavated material by others or on-site.
- 13. Rock Excavation is excluded. Quotation has been developed without the benefits of soil data or borings.
- 14. Dewatering is excluded as water table is unknown without boring or test pits.
- 15. Disposal of contaminated/hazardous material is excluded.
- 16. Payment Terms:
  - i. 50% deposit at time of order or PO issued
  - ii. Balance due upon completion

City of Glen Cove
Itemized Proposal Breakdown:

COII	IIZCa i roposai si cakacii		
No.	Description	3	Total
1	New scoreboard installation as per scope of work	\$	9,000.00
Тах	Add tax, if applicable.		
	Total:	\$	9,000.00

This proposal may be withdrawn if not accepted within 60 days. Prices are valid for the above referenced project only.

Thank you for your quote request. I am available for discussion at (845) 735-4000.

mank you for your quote requests 2 am	, ,
Very truly yours,	
Erik Clouse Rhombus Sign Erectors	Accepted By (Print):
	Authorized Signature:
	P.O. No.:

By signing this proposal, Rhombus is authorized to start work as per the conditions indicated above.

# New York State

# Low Income Household Water Assistance Program

# Do you need help paying for overdue water and wastewater bills?

The Low Income Household Water Assistance Program (LIHWAP) can help.

LIHWAP is a drinking water and wastewater emergency assistance program funded through new federal resources. Benefits are based on the amount of unpaid water and wastewater bills owed by applicants. This assistance is targeted at low income households and income guidelines will mirror that of the Home Energy Assistance Program.

LIHWAP benefits are based on the actual amount of drinking water and/or wastewater arrears, up to a maximum of \$2,500 per drinking water or wastewater provider, or \$5,000 if drinking water and wastewater services are combined, per household. Benefits are paid directly to the household's drinking water and/or wastewater vendor(s).

#### Eligibility and benefits are based on:

- income,
- household size,
- household includes a U.S. citizen, U.S. national, or qualified alien, and
- amount owed to drinking water and/or wastewater provider(s).

#### Primary applicants must provide:

- Proof of identity
- Proof of residence
- Documentation of earned and unearned income
- A drinking water, wastewater, or combined drinking water and wastewater bill listing their permanent and primary residence
- A valid Social Security Number (SSN)
  - SSNs of additional household members will be requested

For more information, visit https://otda.ny.gov/LIHWAP





# NEW YORK STATE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM VENDOR AGREEMENT

This Agreement ("Agreement") shall govern the purchase of water services from the Water Service Provider (Vendor) on behalf of households eligible for the Low Income Household Water Assistance Program (LIHWAP). Federal funds awarded under LIHWAP shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services. If funding is available, the New York State Office of Temporary and Disability Assistance (NYS OTDA) will evaluate providing bill assistance to eligible households to reduce the household's cost for drinking water and wastewater services. This Agreement is a contract between NYS OTDA and the Vendor for the provision of direct vendor payments to assist low income households with drinking water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to federal laws and regulations in addition to issued federal and State guidance in relation to the Low Income Household Water Assistance Program.

In order to receive LIHWAP payments on behalf of eligible households, the Vendor agrees and assures to NYS OTDA to abide by the below listed provisions contained in this agreement. Drinking water and/or wastewater service benefits paid directly to Vendors will be issued through the NYS Office of the State Comptroller (NYS OSC).

- Households receiving assistance from LIHWAP shall not be treated adversely on the basis of receipt of such assistance under applicable provision of the LIHWAP Supplemental Terms and Conditions 11h under Federal LIHWAP Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260).
- 2. Vendors will not discriminate, either in the costs of goods supplied or the services provided, against the household on whose behalf LIHWAP payments are made.
- 3. The Vendor understands that payment and satisfaction of any claims under LIHWAP will be made by NYS OTDA, through the NYS OSC. The Vendor further understands that they must comply with all applicable requirements of the Consolidated Appropriations Act of 2021 (CAA) and the American Rescue Plan Act of 2021 (ARPA), as well as all applicable policy determinations and directives of the NYS OTDA. The Vendor may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
- 4. The Vendor agrees to accept all LIHWAP benefits authorized on behalf of residential customers and without imposing any conditions precedent. "Residential customer" is defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 14.2(b)(18).
- The Vendor agrees to continue, establish or reestablish service for LIHWAP authorized residential customers and maintain such service for such LIHWAP authorized residential customer for ninety (90) calendar days after receipt of each LIHWAP benefit authorized and received on behalf of residential customers.

- 6. The Vendor agrees that arrears are charges for which payment has not been made more than 20 calendar days after payment was due. A payment is considered to be made on the date when it is received by the Vendor or one of its authorized agents. Payment is due whenever specified by a Vendor on its bill, as long as the date is not before the bill is hand-delivered to the customer, or less than three (3) calendar days after the bill is mailed.
- 7. Vendors may not transfer or cash-out LIHWAP benefits to recipients. Unexpended funds due to account closing and/or incorrect payments and funds that are unable to be credited to a recipient's account must be returned to NYS OTDA no later than thirty (30) business days after discovery, or September 30<sup>th</sup> of the current program year, whichever comes first, or upon request by NYS OTDA. A LIHWAP Vendor Refund Form must accompany all refunds. The vendor must contact NYS OTDA for a copy of this form at: <a href="https://www.nys.upon.com/nys.upo
- 8. The Vendor cannot apply LIHWAP payments to commercial accounts for non-residential services. LIHWAP payments must only be applied to LIHWAP authorized residential customer accounts.
- 9. The Vendor shall maintain an accounting system and supporting fiscal records adequate to audit for a period of not less than three program years (current year plus three years) and will otherwise verify the proper disbursement of LIHWAP funds. The Vendor shall allow NYS OTDA representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
- 10. The Vendor shall permit and cooperate with federal and/or State audits and/or investigations undertaken in accordance with the CAA, and ARPA, and also any State and/or county investigations undertaken to ensure program integrity.
- 11. The Vendor shall treat all information relative to LIHWAP and, in particular, information relating to recipients, as confidential information, and shall not use any information so obtained in any manner except as necessary to the proper discharge of their obligation and the securement of their rights hereunder. The Vendor further agrees to protect all confidential information in accordance with all applicable federal and State laws, rules and regulations. The Vendor further agrees to abide, at a minimum, by the requirements set forth in Attachment 1, the OTDA Security and Confidentiality Terms.
- 12. The Vendor agrees to continue or restore service for the minimum time periods outlined in this agreement when notified by NYS OTDA that a LIHWAP benefit will be issued on behalf of an eligible household and vendor acknowledges acceptance of LIHWAP benefits. The time period begins from the date of the earliest notification by NYS OTDA.
- 13. The Vendor agrees to clearly identify the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP on household statements, receipts, or accounts.
- 14. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in LIHWAP.
- 15. The Vendor agrees to take corrective action in the time frame specified by NYS OTDA if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance. The vendor understands that failure to implement corrective actions may result in the immediate disqualification from participation in LIHWAP.
- 16. This Agreement shall remain in effect unless superseded by another Agreement or terminated by either party. A written agreement must be submitted thirty (30) business days in advance of the effective date to replace, modify or terminate the agreement.

17. Vendor agrees that any modification to this agreement must be reviewed and agreed to by NYS OTDA. Vendor agreement modification must be made in writing and submitted to NYS OTDA through <a href="mailto:NYSLIHWAP.vendor@otda.ny.gov">NYSLIHWAP.vendor@otda.ny.gov</a> .					
■ Check here to hereby declare to the New York State Office Assistance (NYS OTDA) that you, the vendor or vendor's reprbind such vendor, that you have read and understand the about an author submit this Vendor Agreement on behalf of the vendor that the vendor will comply with and abide by the Vendor Agreement in the New York State Low Income Household Water Agreement.	resentative, have the authority to ove, and that it is your intention to lor to NYS OTDA, and further agree reement while participating as a				
Vendor or Vendor's Representative name PAMELA PANZENBECK, MAYOR					
Vendor or Vendor's Representative signature					
vendor or vendor's Representative signature					
Vendor Business Name CITY OF GLEN COVE					
Address 9 GLEN STREET, GLEN COVE NY 11542					
Vendor TIN 11-6000350					
Vendor Type:					
× Drinking Water					
Wastewater Combined Drinking Water/Wastewater					
Primary Contact MICHAEL A. PICCIRILLO					
Phone (516) 676-2789  Email MPICCIRILLO@GLENCOVENY.GOV					
FAX					
Casandan, Contact					
Secondary ContactPhone					
Email					
FAX					

# New York State Low Income Household Water Assistance Program

# Do you need help paying for overdue water and wastewater bills?

The Low Income Household Water Assistance Program (LIHWAP) can help.

LIHWAP is a drinking water and wastewater emergency assistance program funded through new federal resources. Benefits are based on the amount of unpaid water and wastewater bills owed by applicants. This assistance is targeted at low income households and income guidelines will mirror that of the Home Energy Assistance Program.

LIHWAP benefits are based on the actual amount of drinking water and/or wastewater arrears, up to a maximum of \$2,500 per drinking water or wastewater provider, or \$5,000 if drinking water and wastewater services are combined, per household. Benefits are paid directly to the household's drinking water and/or wastewater vendor(s).

Eligibility and benefits are based on:

- income,
- household size,
- household includes a U.S. citizen, U.S. national, or qualified alien, and
- amount owed to drinking water and/or wastewater provider(s).

#### Primary applicants must provide:

- Proof of identity
- Proof of residence
- Documentation of earned and unearned income
- A drinking water, wastewater, or combined drinking water and wastewater bill listing their permanent and primary residence
- A valid Social Security Number (SSN)
  - SSNs of additional household members will be requested

For more information, visit https://otda.ny.gov/LIHWAP



6

# City of Glen Cove

**Contract No. 2021-004** 



# **BEACH CONCESSIONS**

# MUSKETA COVE BAIT & TACKLE SHOP D/B/A HOOKED AND BATTERED

18 Franklin Avenue Glen Cove, NY 11542 (516) 234-9420 musketatackle@gmail.com John De Jesus, Owner

#### **AGREEMENT**

This Agreement (this "Agreement") made effective as of the 1<sup>st</sup> day of June, 2022, is by and between Musketa Cove Bait & Tackle Shop, Inc, d/b/a Hook and Battered. (the "Concessionaire"), a New York corporation, having an office at 18 Franklin Avenue, Glen Cove, New York 11542, and the City of Glen Cove (the "City" or the "Landlord"), a municipal corporation of the State of New York having its principal offices at City Hall, 9 Glen Street, Glen Cove, New York 11542 (the "City" together with the Concessionaire are hereinafter referred to as the "Parties").

The Parties agree to the following:

- 1. <u>LOCATION</u>. The City hereby leases to the Concessionaire, and the Concessionaire hereby leases from the City those concession stands located at: (1) Morgan Memorial Park, Germaine Street, Glen Cove, New York; and (2) Pryibil Beach, East Beach Road, Glen Cove, New York (the "Premises").
- 2. <u>TERM.</u> The term of this Agreement (the "Term") shall commence on June 1, 2022 and terminate on September 6, 2022.
- 3. <u>RENT.</u> Concessionaire hereby agrees to pay \$500 per month per location to the City from May 1 through Labor Day.
- 4. OPERATION. All concession buildings are permitted to operate during the hours of 9:00 a.m. to 9:00 p.m. seven days a week.
  - a. All concessions must be closed by 9:00 p.m. each night. During City sponsored concerts or hosted events, the Concessionaire may remain open until completion of the event. However, rules of the event coordinators must be adhered to.
  - b. No alcoholic beverages or tobacco products may be sold at the concession stands.
  - c. Concessionaire must comply with all federal, state, and local laws while operating its business. Additionally, the Concessionaire must obtain and maintain throughout the Term of the Agreement, all permits, licenses and other authorizations required in connection with the operation of its business.
  - d. Concessionaire must possess a Nassau County Food Service Certification.
  - e. The Concessionaire shall maintain the area around the concession in a clean and safe manner and is subject to violations being imposed. City owned receptacles or outdoor furniture on the patio areas may be used. The

Concessionaire may provide chairs, tables, umbrellas and other outdoor furniture for its patrons but only with prior approval of same from the City. The City shall not be held responsible for damage to or loss of any items provided by the vendor.

- f. While in operation, the Concessionaire shall post a price list for all items being sold at the site of each concession.
- g. Signs are permitted with the approval of the City. Drawings of proposed signs, including dimensions, colors, and wording, shall be submitted to the City for its approval prior to construction and installation at such concession location.
- h. THIS AGREEMENT DOES NOT PROVIDE CONCESSIONAIRE WITH AN EXCLUSIVE RIGHT OF SALE AT EITHER CONCESSION SITE
- 5. NO ASSIGNMENT AND NO SUBLETTING. Concessionaire shall not, without Landlord's prior written consent, assign, encumber or otherwise transfer this lease or any interest in the lease, by operation of law or otherwise. Concessionaire shall not sublet, license or permit others to occupy all or any part of the Premises, and any assignment, encumbrance, transfer, sublet, occupancy or license agreement, shall be void *ab initio* if not in accordance with Lease. The transfer or issuance (by one or more related or unrelated transactions) of ownership interests of Concessionaire resulting in John DeJesus' ownership interest in Concessionaire becoming less than 50%, shall be considered an assignment of this lease which requires Landlord's consent. Concessionaire shall not permit any advertising or circulars regarding availability of the Premises for sublease or assignment.
- 6. <u>INDEMNIFICATION</u>. To the fullest extent permitted by law, Concessionaire shall defend and indemnify the City, its councilmembers, officers, and employees, from and against all claims and liabilities, regardless of the nature or type that arise out of, pertain to, or relate to this Agreement, unless arising out of the City's affirmative or negligent conduct. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, loses, damages, penalties, fines, and judgments against the City; associated investigation and administrative expenses incurred by the City; defense costs, including but not limited to reasonable attorneys' fees; court costs; and cost of alternative dispute resolution.

Additionally, Concessionaire shall be obligated to defend the City, its councilmembers, officers and employees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender of the claim to Concessionaire in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Concessionaire are responsible for the claim does not relieve Concessionaire from its separate and distinct obligation to defend under this

Lease. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Concessionaire asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

7. INSURANCE. During the Term, Concessionaire shall maintain in force adequate workers' compensation insurance, commercial general liability insurance, errors and omissions insurance, and other forms of insurance, in each case with insurers reasonably acceptable to the City, with policy limits sufficient to protect and indemnify the City and its affiliates, and each of its officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from Concessionaire's acts, or omissions of the acts, or commissions of its agents, contractors, servants, or employees. The City shall be listed as additional insured with waiver of subrogation under such policies, and Concessionaire shall forward a certificate of insurance verifying its placement, which certificate shall indicate that such insurance policies may not be canceled without written notification to the City and for thirty (30) days thereafter.

Concessionaire will provide the City copies of the following policies:

a. Commercial general Liability Coverage:

i. Per Occurrence:

\$1,000,000

ii. Aggregate:

\$2,000,000

b. Workers Compensations Coverage (Statutory):

i. Employer's Liability

\$100,000/\$100,000/\$500,000

ii. NYS Disability Coverage:

Statutory

- 8. <u>TERMINATION</u>. The City may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice to the Concessionaire. The City may terminate this Agreement, effective immediately, upon written notice to the Concessionaire if the Concessionaire materially breaches this Agreement and such breach is incapable of cure; or with respect to a material breach capable of cure, the Concessionaire does not cure such breach within five (5) business days after receipt of written notice.
- 9. <u>MISCELLANEOUS</u>. All notices, requests consents, claims, demands, waivers and other communications hereunder (each a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the head of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally

recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice; and (b) the party giving the Notice has complied with the requirements of this Section.

This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived only by written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

This Agreement, or any section thereof, shall not be construed against any Party due to the fact that said Agreement, or any section thereof, was drafted by said Party.

This Agreement may be executed in multiple counterparts and by electronic [or facsimile] signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

The City of Glen Cove

By\_\_\_\_\_\_Name: Pamela Panzenbeck

Title: Mayor

Musketa Cove Bait & Tackle Shop Inc,

d/b/a Hooked and Battered

Name: John De Jesus

Title: President

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# ABATEK CORP.

46-32 53<sup>rd</sup> Avenue Maspeth, NY 11378

Phone: (718) 326-4757

Fax: (718) 326-2553

# PROPOSAL FOR ASBESTOS REMOVAL AND DISPOSAL AT:

Glen Cove Golf Course 109 Lattingtown Road Glen Cove, NY

### Prepared for:

Glen Cove DPW

#### SCOPE OF WORK

Setting up personal and waste decontamination units, plasticizing of openings, i.e. windows, doors and vents with two layers of six mil poly plastic for proper removal and disposal of approximately 2,200 SF of asbestos membrane and 100 SF of tar from the main, flat roof, as per Cashin Associates, P.C.'s '*Test Pre-Demolition Asbestos Survey*' dated 01/18/22. Double bagging of generated for its further disposal by the transportation company.

#### **COMPLIANCE**

Abatek Corp. complies with all applicable safety guidelines for handling and disposal of asbestos containing materials in accordance with OSHA, and NYS DOL regulations.

#### **AGREEMENT**

Abatek, Corp. agrees to provide all labor, material, tools and equipment for proper removal and disposal of waste and successful completion of the above referenced project for the lump sum of:

Labor, material, NYS DOL & NYC DEP filing fees, and waste disposal

\$24,700.00

#### **PAYMENT TERMS**

TBD prior to signing contract agreement.

## ADDITIONAL COSTS paid by Glen Cove DPW if not provided by the Owner

Water, electricity, independent third party air monitoring, hoist, scaffolding, security and any delays resulting in increased costs not caused by Abatek, Corp.

AGREED AND ACCEPTED BY:

DATE: 05/02/2022

ABATEK CORP.

GLEN COVE DPW



The Lords of 52<sup>nd</sup> Street LLC.

Phone: (631) 935-3780

March 16,2022

RE: The Lords of 52nd Street

Event Details: Glen Cove Morgans Park Location: Germaine Street, Glen Cove NY

Date: July 4, 2022

Time: TBD

The following is a contract between Pamela Panzenbeck( Mayor Of Glen Cove) and The Lords of 52<sup>nd</sup> Street, LLC. for the performance of The Lords of 52nd Street. The terms of this contract consist of the following:

\$7500

- The Lords of 52nd Street Compensation-\$8500-1.
- To provide sound, stage, and lights per attached rider.
- 11. To initial all pages of attached rider and abide by all terms unless different above. III.

#### The Lords of 52nd Street LLC. Agrees;

- To perform July 4 2022(1) 90 min set with encore.(approx 2 hours)
- To supply backline (instruments) 11.
- To supply all ground transportation. III.

In the event of severe weather, related situations or personal emergency situations where by The Lords of 52nd Street cannot appear on the above date mentioned, both parties agrees to reschedule this appearance at the same fee and terms as above, at a date and time convenient for both parties.

This contract will become valid and legally binding with the signatures of both The Lords of 52<sup>nd</sup> Street, LLC and Pamela Panzenbeck.

Andrew Gilmartin The Lords of 52nd Street Management Date:\_ Pamela Panzenbeck Mayor of Glen Cove NY 9 Glen Street, Glen Cove, NY 11542

# The Lords of 52<sup>nd</sup> Street

# TOURING ARTIST RIDER

LOCIULO			
Artist Rider Requirements			
This rider attached hereto and made part of the contrac	t dated:		
By and between: ANDREW GILMARTIN (Ma	nager) "The Lords of 52 <sup>nd</sup> Street" ("Artist / Agent")		
City of Glan Cove			
(He einafter referred to as "Veni	ue / Buyer / Purchaser")		
This agreement may not be changed, modified or alter both parties hereto. In case of conflict in terms, this rid	ed except by instrument in writing signed by er shall prevail.		
Purchaser understands that the items requested below show for Purchaser.	are necessary, so Artist can provide the best		
If Purchaser has any questions, or for some reason ca should contact Artist Manager or Artist Booking Agenc	nnot provide any of the following items, he/she y immediately.		
Artist Booking Agency	<u> Artist Management</u>		
Mohawk River Promotions			
Attn: Richard Voris	Attn: Andrew Gilmartin		
Direct: (518) 858-8290 Cell	Direct: (631) 935-3780 Cell		
Email: mohawkriverpromotions@gmail.com Email: anjegil@yahoo.com			
Purchaser initial:			

# THE LORDS OF 52nd STREET LLC.

# The Lords of 52<sup>nd</sup> Street

# TOURING ARTIST RIDER

Artist Rider Requirements

#### <u>Advertising</u>

- A. **BILLING:** "Venue/Buyer" agrees to bill said "Artists" as the Headlining act, in all promotion, advertising and marquee information. "Venue" further agrees that no act shall appear in bigger, bolder or larger type, font or lettering than said "Artists."
- B. Buyer shall only use photographs and promotional materials supplied by the Artist or Artist's Agency.

#### **Merchandising**

- A. Artists reserve the right to sell tour souvenirs at **no cost** to the Artists. The name, photographs, or likeness of the Artists may not be used in **or** on any other program, souvenir, **book**, poster, pamphlet, or any other material or merchandise without consent of Artist.
- B. Two (2) concessions tables to be placed at least two (2) hours prior to show, at best location (near entrance.) Artists shall have permission from the building and promoter for a meet and greet and to sign autographs to the general public after the show is completed.

#### Hotel / Lodging:

Artist will require 9 single king, non smoking hotel rooms.

Hotel must be a "brand name" 3.5 star minimum grade hotel. Hotel should be located no more than 15 minutes from venue. All rooms to be non smoking. All rooms to be checked in by artist tour manager only.

#### Audio & Video Recording:

There will be NO Audio or Video Recording during Artist performance without prior approval from Artist. This includes but not limited to Venue Staff.

Purchaser	initial:	
Purchaser	mitial:	 

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#### SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") made as of May 17th 2022 is executed on behalf of the City of Glen Cove (hereinafter referred to as the "City"), a municipal corporation duly organized and validly existing under the laws of the State of New York (the "State"), with offices at 9 Glen Street, New York 11542 and CREATIVE ADVERTISING CONCEPTS, INC. (hereinafter referred to as "CAC" or "Contractor"), a business corporation duly organized and validly existing under the laws of the State of New York, having its principal place of business at 74 West Park Avenue, Long Beach, New York 11561 (the City and CAC are hereinafter referred to, jointly, as the "Parties", and each is, severally, a "Party").

#### WITNESSETH:

WHEREAS, the City owns various parks as listed and described in Exhibit A (the "City Properties") at which it would like to install sunscreen dispensers that will dispense free SPF 30 sunscreen lotion to the public (the "Dispensers") from Memorial Day through Labor Day (the "Sunscreen Program"); and

WHEREAS, the Contractor has offered to solicit a sponsor (the "Sponsor") to donate free Dispensers and sunscreen to the City to be installed on City Properties; and

WHEREAS, the Contractor has requested from the City the ability to maintain the Dispensers on City Properties; and

WHEREAS, pursuant to a duly-adopted Resolution of the Common Council, the City has been authorized to execute this Agreement; and

WHEREAS, the Contractor is willing to abide by and carry out the terms and conditions of this Agreement.

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

#### 1. <u>PROVISION AND MAINTENANCE OF SUNSCREEN DISPENSERS;</u> <u>SPONSORSHIP</u>

(a) The current sponsor is "Glen Cove Hospital Northwell Health" for the 2022-2024 season. Contingent on acquiring a Sponsor to fund the program, the selection of such Sponsor is subject to change and requires the prior approval of the City Mayor (the "Mayor"). Contractor shall supply to the City with a minimum of ten (10) dispensers to be installed at City Properties. Any

changes to the location of the Dispensers on the City Properties, including adding Dispensers, moving Dispensers, or removing Dispensers, are subject to the sole discretion of the City. Prior to implementation of the Sunscreen Program, the Contractor shall submit design concepts illustrating the proposed Dispensers, the approval of which is subject to the sole discretion of the Mayor. The dimensions and design of the Dispensers shall be subject to the prior written approval of the Mayor prior to the installation of any Dispensers. Dispensers shall be accurately labeled for their contents and shall be in compliance with all United States laws, United States Food and Drug Administration Rules and Regulations, New York State laws, and all other applicable laws, rules and regulations.

- (b) Except as otherwise provided in subsection (c) below, the Contractor shall retain sole responsibility for the procurement of sunscreen, in regard to the purchase of sunscreen and sunscreen dispensers, and all maintenance, administrative and operational activities associated with the Sunscreen Program, including, but not limited to:
  - i. All Dispensers shall be maintained and cleaned on a regular basis of not less than every 7 days;
  - ii. The Contractor shall complete repairs of a Dispenser within twenty-four (24) hours of receiving such a request by phone, fax, email or other method of communication agreed upon, in writing by the parties. Contractor is responsible for ensuring the functionality of all Dispensers, including their repair whenever City should discover repair is needed; and
  - iii. CAC shall procure sunscreen lotion that provides UVA and UVB protection, which is rated by the United States Food and Drug Administration as having a sun protection factor ("SPF") of 30 or higher. All sunscreen must be hypoallergenic and water resistant. CAC must strictly comply with all applicable labeling requirements required for the provision and/or distribution of sunscreen lotion, including any standard disclaimers regarding the correct uses, and hazards of misuse of the sunscreen. Such labeling must be prominently displayed on each Dispenser along with a complete listing of the ingredients.
- (c) The City shall be responsible for refilling and wiping down of the Dispensers periodically during daytime operations as needed. The City agrees that during the term of this Agreement the Dispensers provided under this Agreement shall be filled and refilled only with the sunscreen lotion provided by the Contractor. CAC agrees to supply the City with an adequate amount of sunscreen lotion to keep the dispensers filled. The City has agreed to install Dispensers at the beginning of each season. Costs associated with the Sunscreen Program, including those actions performed by CAC staff for the maintenance and repair of the Dispensers and sunscreen and for promotional events or materials support of the Sunscreen Program, shall be borne by the Contractor.

- (d) CAC shall comply with all applicable federal and state laws, and all other applicable laws and regulations pertaining to its obligations under this Agreement.
- (e) CAC, in performing this Agreement, shall not discriminate against any worker, employee, or applicant for employment because of race, creed, color or national origin.
- (f) The Parties acknowledge that the Contractor and the Sponsor will enter into a Sponsorship Agreement under which CAC is to receive payments from the Sponsor in exchange for sponsorship of the Sunscreen Program. Materials recognizing the Sponsor's sponsorship of the Sunscreen Program may be placed on the Dispensers and Dispenser Frames including the Sponsor's name/logo (the "Sponsorship Materials"). CAC hereby warrants that it is authorized to use, display and reproduce the Sponsor's logos, trademarks, and trade names in connection with the Sunscreen Program, and that it is authorized to allow the City to use, display, and reproduce the Sponsor's logos, trademarks, and trade names in connection with the same. Such Sponsorship Materials shall be installed, maintained and removed by the Contractor at its sole cost and expense. The display, content and placement of the Sponsorship Materials on the Dispensers shall be subject to the prior written approval of the Mayor. In addition to the Sponsorship Materials, the Parties agree to engage in promotional events coordinated to promote the Sunscreen Program and the important message of skin cancer prevention. The City agrees that CAC may replace the Sponsor with another sponsoring partner (or "Alternative Sponsor") which shall be subject to the Mayor's approval. CAC will provide the Mayor with notice thirty (30) days prior to CAC entering into an agreement with an Alternative Sponsor.
- (g) The City will provide the Sponsor with a minimum of two (2) opportunities at City events and venues to provide education and information regarding the important message of skin cancer prevention. The date, time and location of each such opportunity will be subject to the prior approval of the Mayor. The City will also work with CAC and the Sponsor to create a minimum of three (3) Facebook posts on the City's Facebook page highlighting and supporting the Sunscreen Program. All such posts will be subject to the prior approval of the Mayor.
- (h) A sign shall be placed on each Dispenser recognizing the participation of the City in placing such Dispenser on the City Properties. The City and the Contractor shall each take reasonable efforts to promote the use of the Dispensers by means of recognition on websites, social media and other marketing media controlled by the parties.
- (i) This Agreement shall commence on May 17th 2022 (the "Commencement Date") and shall terminate on September 30th 2024, subject to earlier termination and revocation. The Mayor and CAC may agree to renew the Term of this Agreement for up to three (3) additional years at the discretion of the City.
- (j) The City shall not be liable for any loss or damage to the Sunscreen Dispensers, loss or theft of any machinery, equipment, supplies, and other personal property of Contractor or Contractor's employees or agents. The City shall have no duty or liability to protect or insure property of the

Contractor. The Contractor hereby releases the City, its officials, officers, employees from any and all liabilities related to damage, loss or theft of machinery, equipment, supplies, and other personal property of Contractor or Contractor's employees or agents.

#### 2. COMPLIANCE WITH LAW

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

#### 3. ASSIGNMENT; AMENDMENT; WAIVER

- (a) This Agreement and the rights and obligations of either party hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended or (iii) waived, without the prior written consent of the Mayor and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- (b) the Contractor shall remain responsible for the full performance of each of these obligations under this Agreement.
- (c) the City shall remain responsible for the full performance of each of these obligations under this Agreement.

# 4. LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY; CONFLICTS; CONSTRUCTION

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- (c) Unless the application of this sub-clause will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either Party as drafter.

#### 5. INDEMNIFICATION

- (a)To the fullest extent permitted by law, the Contractor:
  - (i) shall be solely responsible for and shall indemnify and hold harmless the City, and its officers, employees, agents, and servants (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages (collectively "Losses"), including Losses attributable to acts or omissions of the Contractor or Contractor's Agents arising out of or in connection with this Agreement, the placement of the Dispensers on City Properties, the use thereof and of the sunscreen dispensed from the Dispensers, the maintenance of the Dispensers, and all other activities involving the Dispensers, including Losses incurred in connection with any investigation, litigation or other proceeding, or preparing a defense to or prosecuting the same; except, however, that the Contractor shall not be held liable when an occurrence results solely from the negligence of the City. The Contractor shall provide liability insurance listing the City as an additional insured as provided herein.
  - (ii) At the Contractor's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more of the Indemnified Parties and which arise out of the negligent performance of the Contractor, its Sponsors, or its subcontractors, in connection with this Agreement, and the Contractor shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith; and
- (iii) shall cause the Contractor's agents, to cooperate with the City in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with this Agreement.
- (b) Nothing in this Section or elsewhere in this Agreement shall create or give to third parties any claim or right of action against the City beyond that which legally exist regardless of the provisions of this Agreement.
- (c) The Contractor's indemnification obligation hereunder shall survive the expiration or termination of this Agreement.

(d) Any sunscreen dispenser and/or lotion supplier will hold Creative Advertising Concepts Inc. and any participating organization or municipality, including the City, harmless and save its officials, employees and agents harmless from any claims, demands, damages, lawsuits; including but not limited to a breach of contract (including attorney fees), injury of any person or property that may result from use of such sunscreen or sunscreen dispenser and its equipment. The sunscreen dispenser and/or lotion supplier shall protect and defend CAC and the City in any lawsuit, including attorney fees and all fees associated with defending such possible litigation.

#### 6. REPAIRS, MAINTENANCE AND UTILITIES

It is understood by the Contractor that the Contractor shall be responsible for keeping the Dispensers in a neat, orderly, working and safe condition at all times and shall repair Dispensers in accordance with Section 1 above. Any work performed by the Contractor shall be performed in a good and workmanlike manner.

#### 7. INSURANCE

Contractor agrees to procure and maintain, and shall cause its contractors and subcontractors to procure and maintain, with a New York State admitted carrier holding an "A" rating from AM Best Company or equivalent, the following insurance policies during the term of this Agreement and furnish certificates of insurance evidencing its procuring of said policies:

- (a) Commercial General Liability Insurance from a New York State admitted carrier covering the liability of the Contractor including Contractual insurance defending, indemnifying and holding harmless the City, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of TWO MILLION (\$2,000,000.00) DOLLARS and each occurrence of ONE MILLION (\$1,000,000.00) DOLLARS. The City shall be named an additional insured in such policy.
- (b) Workers' Compensation Insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to the State Workers' Compensation Law.
- (c) Disability Benefits Insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law ' 220 (8).
- (d) The City shall be entitled to thirty (30) days' advance written notice of the cancellation or termination of any and all policies listed above at (a) through (c).

### 8. TERMINATION AND CANCELLATION

- (a) The City may terminate this Agreement at any time, for any reason, including, but not limited to, reasons relating to the public interest of the City, failure of the Contractor to comply with any term or condition of this Agreement or with any law or regulation which is applicable to the Contractor or this Agreement, or due to the existence of any health or safety emergency which may cause loss of life or damage to property.
- (b) If the City decides to terminate this Agreement, the City shall notify Contractor of its intent to terminate, in writing, at least thirty (30) days before the date of termination. The City shall allow the Contractor an opportunity to resolve the reason for revoking the agreement within the 30 days.
- (c) Termination by Contractor. In the event the Sponsorship Agreement between CAC and the Sponsor is terminated by the Sponsor, the Contractor shall undertake all reasonable efforts to locate an Alternative Sponsor. Where the Contractor is unable to find an Alternative Sponsor after a good faith search the Contractor may terminate this Agreement by giving not less than thirty (30) days written notice to the City, specifying the reasons for termination and the effective date of termination.
- (d) Vacating City Properties upon Termination or Cancellation. Upon the expiration, termination or cancellation of this Agreement, the Contractor shall quietly and peacefully remove its property, including the Dispensers, from City Properties and cause the removal of all persons and property therefrom without damage to City property and without recourse to any action or proceeding at law or in equity, and on failure to do so after 15 days of written notice to remove, the Contractor agrees that the City, by its officers, employees and agents, may cause such property to be removed and disposed of at its option.

#### 9. NOTICES

Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a Party's employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) if the sponsor Counsel at their address and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

#### 10. ENTIRE AGREEMENT

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

#### 11. HEADINGS

The headings of the Sections of this Agreement are for purposes of identification only and are not intended to limit the terms hereof or proscribe the rights and responsibilities of the City or the Contractor provided for herein.

## 12. CONSENT TO JURISDICTION AND VENUE; GOVERNING LAW

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non convenient. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of the State of New York, without regard to the conflict of law provisions thereof.

- 13. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one (1). The place of arbitration shall be in Nassau County, New York. New York law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 14. Force Majeure: At anytime during the program period if the City, for any reason, cancels or revokes the Sunscreen Program agreement with CAC or if at anytime during the program period CAC is not able to secure equipment /supplies for program execution and it can not be remedied, CAC will notify the sponsor as soon as reasonably practical upon learning of the City's cancelation or inability to secure equipment or supplies. CAC shall not be considered in breach of this contract to the extent that the performance of their respective obligations is prevented by an event of Force Majeure that arises after the contract effective date. Force Majeure includes, but is not limited to, what is described herein, along with weather, governmental actions, pandemic effects, wartime and union strikes.

# 15. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

(a) The undersigned representative of the City hereby represents and warrants that the undersigned is an officer, director or agent of the City with full legal rights, power and authority to sign this Agreement on behalf of the City and to bind the City with respect to the obligations enforceable against the City in accordance with its terms.

(b) The undersigned representative of the Contractor hereby represents and warrants that the un-
dersigned is an officer, director or agent of the Contractor with full legal rights, power and au-
thority to sign this Agreement on behalf of the Contractor and to bind the Contractor with respect
to the obligations enforceable against the Contractor in accordance with its terms.

#### 16. EXECUTORY CLAUSE

Notwithstanding any other provision of this Agreement: Approval and Execution. The City shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required City approvals have been obtained, including, if required, approval by the Common Council, and (ii) this Agreement has been executed by the Mayor of Recreation and Parks.

17. MERGER All understandings and agreements previously had between the parties are merged into this Agreement which fully and completely contains the entire terms of the Agreement. Both the Contractor and the City have entered into this Agreement after full investigation and neither party has relief upon any statement or representation not embodied within this Agreement.

	Date:	
Ву:		
City of Glen Cove		
City of Gien Cove		
	Data	
	Date:	
By:		
Creative Advertising Concepts Inc.		

Exhibit A

Sunscreen dispenser locations: 10x units

Pryibil Beach - 2x units

Glen Cove Golf Course and Joseph Stanco Park - 2x units

Morgan Memorial Park - 2x units

Crescent Beach - 2x units

John Maccarone Memorial Stadium 2x units



1-888-926-2766

# Start Date: 05/09/22 Rep Name: Rep Phone:

	,		1
1	0	1	-

# BEVERAGE SERVICE AGREEMENT

C2346889		Jenn	na C. Belfiore	
Account #		Conta	act Name	
City of Glen Cove - DPW Y	ard - Mechanic Shop			
Account Name		Room		Floor#
9 Glen Street Glen Cove N	Y 11542		759.9610	Ext#
Billing Address		Tele #	#	EXI#
100 Morris Avenue				
Shipping Adress		Fax#		
Glen Cove	NY 11542	Numb	ber of Employees	
City	State Zip			
EQUIPMENT:				
Quanity	Stock	Description (Include # of thermoses/g	glass pots)	Rental Fee, Lease Terms, or Purchase Price
4	TPLBPO1SHS	Oasis™ Atlantis Water Cooler, Ho	ot/Cold, White, 38 11/16"	\$0.99 (Rockland County BID 18-094)
1	TI EBI OTOTIO			
Outlement agrees to purchas	e all product used in assoc	iation with the equipment listed above fr	rom W.B. Mason, includir	g; coffee, sweeteners,
creamers, cocoas, teas, cups	nankins cutlery plates	and paper towels.		
creamers, cocoas, teas, oup	tided evetomors	grees to the coffee pricing and minimum	n monthly purchase as de	escribed below.
In consideration of the equip	ment provided, customer a	grees to the conce prioring and riminion	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
OOFFEE DRICING	<b>.</b>			
COFFEE PRICING	7.	P. free		Minimum Monthly Purchase
Description		Price \$4.49 (Rockland County BID 18	8-094)	12+
BLZ-H2O5G		44.49 (Nockland County Ele 1	0 00 17	
				-
Coffee prices may fluctuate wit	h market.			
	1			
DEMO	]	to a section for up to five (5) day	e at no charge. After that, b	rewers will be invoiced subject to the terms ice rental.
Brewers installed for demonstra	ation purposes may remain a se Agreement. In the event the	at there are no agreed upon terms, brewers	s will be charged at a list-pri	ice rental.
	1			
RENTAL [ ✓ ]	the aguinment in this Bever	age Service Agreement for a monthly rental	fee listed above plus sales	tax. At the end of the initial period, this
W.B. Mason agrees to provide	enew for successive 1-year p	eriods unless written notice is received from	the customer 30 days prior	to expiration for the agreement.
LEASE-PURCHASE				
to provide	the aguinment in the Bevers	ge Service Agreement for the terms listed a	above. Customer will be bille	ed for the first month, last month, and a
vv.B. Mason agrees to provide	on receipt of equipment. Upo	n completion of the purchase period, owner	rship of the above mentione	d equipment shall transfer to the customer.
	1	•		
SALE L	the equipment listed in this	Beverage Service Agreement, as listed about	ve, plus installation and sale	es tax. W.B. Mason will provide warranty
service for all equipment subje	ect to the terms of the specific	manufacturer warranty. W.B. Mason ackno	owledges no additional warr	anties.
WAIVER OF LIABILITY-	W.B. MASON—LIMITE	D WARRANTY—Although under	and is agreeing to perf	form certain
the Customer with the	equipment listed in tr	nis Beverage Service Agreement a rm filter changes on equipment o	on a scheduled basis.	conduct
installation and deinsta	allation services, perfo	essary on a needed basis, the Cus	stomer hereby ackno	wledges, confirms
	THE ADDITIONAL AS HEL	Cooding of a fielded basis, the ear		701 (889) 338)

and agrees:

<u>Limited Warranty-Rental Agreement</u>. WB Mason is not the manufacturer of any of the products being provided by W.B. Mason to the Customer under this Beverage Service Agreement, including without limitation, coffee brewers, coffee equipment, water coolers, filters, and any and all equipment to be utilized by W.B. Mason when performing any preventative maintenance and repairs hereunder and therefore, W.B. Mason cannot make and is not making any representations or warranties of any

kind, nature or description to the Customer relative thereto or in connection therewith, provided however W.B. Mason will, to the extent that it is able to do so, pass through to Customer any manufacturer's warranty (if any) covering the any products or services in lieu of any other express or implied warranties from W.B. Supplier with respect to the products and/or services. WB Mason reserves the right to apply and/or change a rental fee on any equipment provided after the initial year of the agreement.

Waiver of Liability-W.B. Mason--Water Damage. That (a) it is the policy of WB Mason to install equipment only with the available water lines provided by or to the customer;(b) having coffee brewers, coffee equipment and/water coolers in Customers facility including offices can cause and result in from time to time, in unintentional water leaks, water seepage, accidental discharges or overflows, and other deteriorating conditions, sudden accidents and/or events, resulting in physical damages to the Customers facility including offices and/or location (collectively "Water Damages")(c) the Customer acknowledges that having coffee brewers, coffee equipment and water coolers located in Customers facility offices and/or location involves the risk of the Customer incurring or suffering Water Damages as a result thereof and that W.B. Mason does not assure nor make any representation to Customer that Water Damages will not take place at the Customers facility, offices and/or location or to its contents pursuant thereto; (d) that Customer hereby represents it is willing to accept all such risk and to protect W.B. Mason from all such claims for Water Damages that may be made either by Customer or by others. Therefore, except in instances where it is determined that any such Water Damages at the Customers facility offices or location, results from, or is caused by, W.B. Mason's gross negligence or willful misconduct, (i) Customer hereby releases W.B. Mason, its servants, agents and employees from any and all claims for Water Damages that the Customer may suffer or sustain now or in the future as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (ii) Customer agrees that neither the Customer nor its agents, servants or employees will make a claim, sue or otherwise assert rights against W.B. Mason, its servants, agents or employees relative to or in connection with any Water Damages are incurred or alleged to have been incurred or sustained by the Customer as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iii) that Customer agrees to defend and hold harmless W.B. Mason, its servants, agents or employees from all claims, suits, judgements, damages losses, and expenses including reasonable legal fees and costs, arising directly or indirectly, in whole or in part, from any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iv) that W.B. Mason shall not be responsible or liable to the Customer, or its affiliates, agents, shareholders, members, partners, directors, officers or employees for any Water Damages of any kind, nature or description directly or indirectly suffered, claimed, or incurred by Customer pursuant to and in connection with this Beverage Service Agreement, including without limitation and all losses, claims, demands, suits, or actions, any judgements for damages on account of or by reason of bodily injury, including death, any damage to property and from all costs and expenses incurred in connection with any such claim for Water Damages, including without limitation attorney's fees and disbursements caused by or directly or indirectly arising out, or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement. In the event the equipment provided by W.B. Mason to the Customer is a pressure type, the Customer agrees to shut off all

In the event the equipment provided by W.B. Mason to the Customer is a pressure type, the Customer agrees to shut off all water at the valves leading to pressure cooler/equipment whenever the Customer leaves its facility, office and/or location unattended.

Indemnification and Hold Harmless. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless W.B. Mason, its affiliates shareholders, members, partners, directors, officers, agents servants, employee and agents from and all losses, damages (including without limitation or restriction Water Damages as defined above) claims, demands, suits, or action (collectively a "Claim") or judgments for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such Claim, including without limitation, attorneys fees and disbursements caused by or directly or indirectly arising out of or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement, including" (a) any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; (b) the failure of W.B. Mason failure provide products, complete any work or perform any services required to be done by W.B. Mason hereunder (c) the negligent or wrongful conduct of W.B. Mason or any of its subcontractors relative to any products provided by W.B. Mason to the Customer hereunder any work done, or services performed by W.B. Mason for the Customer during the term of this Agreement including W.B. Mason or any subcontractors respective agents, servants or employees (d) W.B. Mason failure to comply with any applicable law rules or regulation or permit in connection with any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; but excepting from the foregoing to the extent any such Claim or breach or violation is caused by or results from any gross negligence or intentional misconduct by W.B. Mason and (e) any Claim or judgment for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such Claim, caused directly or indirectly from act, omission, negligence or conduct of the Customer hereunder or any breach by Customer of any representation, warranty covenant or obligation made by Customer to W.B. Mason under this Beverage Service Agreement. Except as otherwise provided herein, the Customer shall at its own cost and expense defend any such Claim which may be asserted or commenced against W.B. Mason by reason of or in connection with of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers indemnity and hold harmless obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement.

Commercial General Liability Insurance. The Customer agrees to secure and keep in full force and effect throughout the term of this Beverage Services Agreement commercial general liability insurance including contractual liability (to specifically include coverage for the Damage Caused by Water and the Indemnification and Hold Harmless articles set forth above in this Beverage Service Agreement, Products and Completed Operations Liability Broad Form Property Coverage, written a on an occurrence form with combined bodily injury and property damages limits of liability of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

W.B. Mason Branch Manager (Signature)	Customer (Signature)
Print Name Johnston Digitally signed by Ben Johnston	Print Name
Ben Johnston  DN: cn=Ben Johnston, 0=W8 Mason Co, our=Sales.  minit ben Johnston Britanson.com, 1=W5  W.B. Mason Account Executive (Signature) 2021,09:08 16:32:30-0490	OCS Specialist (Signature)
Print Name	Print Name
Sales Representative:	
Customer Service Representative:	



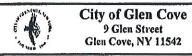
# City of Glen Cove 9 Glen Street Glen Cove, NY 11542

## BUDGET AMENDME



Department: FINANCE (ARPA)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)		
A1310-43002	OTHER FED AID - ARPA	\$198,911			
A1310-54365	ARPA GOVT SERVICES		\$198,911		
Reason for Amendme	ont.				
TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA)					
FUNDS TO THE FOLLOWING CITY PROJECTS:					
MORGAN PARK COLLASPED STEPS REMEDIATION [LANDTEK \$174,211]					
GLEN COVE MUNICIPAL GOLF COURSE CLUBHOUSE [ABATEK \$24,700]					
Department Head Signature:Date: MAY 16, 2022					
City Controller App	1:1/1/10	Date: M	AY 16, 2022		
	oval–Resolution Number:	Date:			



#### BUDGET AMENDMENT FORM

GCF-1 (7/1/8)

Department:	Pol	ice
Department		

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST, REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)	
A3120-42665	Sale of Equipment	\$10,000.00		
A3120-52230	Equipment Replacement		\$10,000.00	
1 de la constante de la consta				
· · · · · · · · · · · · · · · · · · ·	AND THE RESIDENCE AND THE RESI			
Reason for Amendme	nt:		~~~	
Sale of two R	leising Submachine guns with	magazines an	d accessories	
$\sim$ $\sim$				
Department Head Signature: Date: 5/16/2022				
City Controller Approval: Date: 5/16/08				
City Council Approval–Resolution Number: Date:				



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

## BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: EMERGENCY MANA

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A8760-42680	INSURANCE RECOVERIES	\$270,830.65	
A8760-55955	HURRICANE IDA DAMAGES		\$270,830.65
	-		
	•		
Reason for Amendme	nt:		
TO ACC	EPT INSURANCE PROCEE	DS FROM COM	IMERCIAL
PROPERTY	INSURANCE CARRIER RE	LATED TO CIT	Y PROPERTY
DAMAGES F	RESULTING FROM THE IM	PACTS OF HUI	RRICANE IDA
	·		
Department Head S	ignature: Michael A. Piccirillo Objiatly signed by Michael Grant A. Piccirillo Obj. 101-Michael A. Piccirillo Obj. 101-Michael A. Piccirillo Obj. 101-Michael Grant Gran	A. Procheo a, a, our-City of Glan gencovery, grov, cruss -04/00" Date:	Y 16, 2022
City Controller App	rovat: with file	Date: MA	Y 16, 2022
City Council Approv	val–Resolution Number:	Date:	



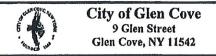
# City of Glen Cove 9 Glen Street Glen Cove, NY 11542

# **BUDGET AMENDMENT FORM**

GCF-1 (7/08)

Department: Youth Services and Re

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7050-43581	OCFS-Legislative Grant	\$22,500.00	(DECREASE)
A7050-51120	Part-Time Salaries		\$10,000.00
A7050-55411	Travel		\$ 5,500.00
A7050-55448	Comprehensive Youth Pacarets		\$ 7,000.00
Reason for Amendmen	*•		
	ew grant funding for period 1/	/1-12/31/2022 f	rom OCFS.
Funds are beir	ng allocated to above expens	e lines as per c	ontract terms.
Department Head Sig City Controller Appro	1:////	Date: 5/13	3/22
City Council Approva	I–Resolution Number:	Date:	



### BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department:

**Senior Center** 

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)	
A7030-43800	FFCRA	\$150,050.00		
A7030-52220	Equipment		\$150,050.00	
-				
			8	
	·			
Reason for Amendment: To accept additional funding from Nassau County FFCRA Contract #CQHS21000037 and expensed in accordance with Award specifications.				
Department Head S	ignature: Cheirdine Ric	Date: 5	119/22	
City Controller Approval: Luich Controller Approval: 5/20/23				
City Council Appro	val–Resolution Number:	Date:		



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#### Glen Cove Police Department

Michael Miller 516-330-9448 mmiller@glencovepd org

Submitted on: 5/16/2022 Valid through: 5/31/2022 Submitted by: Steve Lynk

ScheduleAnywhere Service	Number of Employees	Cost Per Month	Cost Fer Year
Option 1  Monthly Billing - Requires credit card on file  Includes unlimited telephone and email access to support technicians  Includes all maintenance, upgrades and updates  Billed monthly	56	\$140 00	\$1,680.00
Option 2  1-year Agreement  - Includes unlimited telephone and email access to support technicians  - Includes all maintenance, upgrades and updates  - Invoiced annually (30 days prior to annual renewal date)	56	\$126 00	\$1,512.00
Optional Services	Quantity	CHARLES	Cost
Annual cost of dashboard Annual cost of self scheduling One-time online training and consulting - \$150 per hour One-time import of employee information - \$1 per employee	56 56 0 56		\$336.00 \$336.00 \$0.00 \$56.00

All prices in U.S. funds

For questions, please contact:

Steve Lynk, Account Executive 3330 Fiechtner Drive SW, Suite 200 Fargo, ND 58103 USA

Phone: 1-800-874-8801 x 131

Fax: 701-893-7145

Internet www.scheduleanywhere.com Email slynk@scheduleanywhere.com







#### ScheduleAnywhere License Agreement

This Software License Agreement ("Agreement") is entered into as of 5/31/2022 ("Effective Date"), by and between TimeClock Plus, LLC, a Delaware limited liability company with its principal place of business located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP") and Customer. This Agreement supersedes all prior agreements and understandings (whether written or oral) between TCP and Customer with respect to the subject matter hereof.

Company Name ("Customer"): Glen Cove Police Department

Street Address: One Bridge Street

City: Glen Cove

State: NY

ZIP Code: 11542

Country: USA

CUSTOMER SHALL NOT ALTER OR AMEND THIS AGREEMENT IN ANY MANNER WITHOUT WRITTEN CONSENT OF TCP. ANY ALTERATIONS OR AMENDMENTS WITHOUT SUCH CONSENT WILL VOID THIS AGREEMENT AND LICENSE TO USE THE SOFTWARE.

Under this Agreement, Customer agrees to purchase a license to access a web-based, employee scheduling service from TCP called ScheduleAnywhere ("ScheduleAnywhere"), which is hosted by TCP and located at <a href="https://www.scheduleanywhere.com/">https://www.scheduleanywhere.com/</a>.

Therefore, the parties agree as follows:

#### 1. Term

The initial term of this Agreement shall begin on the Effective Date and will continue through the date below. After the initial term, this Agreement will have automatic one (1) year renewal periods thereafter, unless either party prior to such renewal anniversary date exercises a 30-day written notice of termination.

Date (the "Term"):5/30/2023

#### 2. License Fees & Taxes

During the Term, Customer is licensed to use ScheduleAnywhere for the following number of employees at the fees listed below:

Number of Active Employees (Maximum): 56

Annual License Fee: \$ 1,512.00

Annual License Fee for Each Additional Active Employee over Maximum: \$ 27.00

The above fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on TCP's net income. If TCP has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides TCP with a valid tax exemption certificate authorized by the appropriate taxing authority.

#### Training

TCP uses an online "train-the-trainer" method. Customer is responsible for identifying key personnel who will receive online ScheduleAnywhere training. Training sessions will be conducted using the GoToMeeting service, and offered during normal TCP office hours, which are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays). Training is available at the hourly cost listed below. TCP and Customer will agree upon a training schedule.

Online Training Cost per Hour:

#### Upgrades & Support

All upgrades are included in the cost of ScheduleAnywhere and are automatically uploaded to the



# Schedule Anywhere

ScheduleAnywhere server. Whenever the Customer accesses ScheduleAnywhere, the Customer will be using the latest version of TCP's ScheduleAnywhere scheduling software. TCP will provide unlimited telephone and e-mail support to a designated single point of contact designated by Customer. TCP technical support hours are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays).

5. <u>Employee Import</u>

If an import of employees is requested by Customer, TCP and Customer will agree on a timeline for a one-time import of employees. TCP can import employee names, positions, contact info, etc. into ScheduleAnywhere. TCP will provide Customer with the required format for importing. The cost for the optional import is based upon the number of employees imported.

6. Terms of Service

Customer agrees to use ScheduleAnywhere in accordance with the terms of service located at <a href="https://www.scheduleanywhere.com/site/terms.aspx">https://www.scheduleanywhere.com/site/terms.aspx</a>.

7. Payment Terms

All Customer invoices will be paid according to the payment terms below. Payments to TCP must be made in U.S. dollars by check, credit card or by wire. If Customer chooses to pay by credit card, it must provide TCP valid credit card information. TCP will charge Customer's credit card the amount set forth in Section 2. If for some reason TCP is unable to charge Customer's credit card, Customer is still liable for any and all charges incurred and must pay TCP the amount due.

Payment Terms: Net 30

SHOULD CUSTOMER NOT REMIT PAYMENTS TO TCP IN ACCORDANCE WITH THIS AGREEMENT, TCP, AT ITS SOLE DISCRETION, MAY TERMINATE CUSTOMER'S ACCESS TO SCHEDULEANYWHERE UNTIL PAYMENT HAS BEEN RECEIVED.

8. <u>Billing Contact Information</u>

If billing contact is different than the person executing this Agreement, complete the required information below. Otherwise, TCP will submit invoices to the person executing this Agreement.

Billing Contact Name:

Billing Contact Address:

Billing Contact Phone Number:

Billing Contact Email:

Purchase Order Number:

Submit PDF Invoice to A/P Email:

9. Late Fees

In the event Customer does not pay an invoice or bill within the terms specified in Section 7, TCP reserves the right to assess a service charge of 18% per annum (or 1.5% per month) to cover administrative costs resulting from non-payment of services.

IN WITNESS WHEREOF, the authorized representatives hereto have executed this Agreement as of the Effective Date.

TCP: TimeClock Plus, LLC

Signed:

Signed: What Miles Signed: Name: Derek McIntyre

Name:

Title: COO

Title:

Customer: Glen Cove Police Department

UBB

#### LisaMarie Marconi Court Reporter Glen Cove, NY Scarlet224@icloud.com

April 2022

Hon. Pamela Panzenbeck City of Glen Cove 9 Glen Street Glen Cove, NY 11542

#### Re: Rate Agreement Letter for Court Reporting Services Effective May 1, 2022

Dear Mayor Panzenbeck:

I write to you for your consideration of a proposed increase in court reporting rates which would be effective beginning May 1, 2022. I appreciate my relationship with the City of Glen Cove.

Given that I have not increased my rate since 2006, I propose an appearance rate increase from \$150.00 to \$175.00 and a per page rate increase from \$5.50 per transcribed page to \$5.85 per transcribed page. My suggested rate increase will be in effect for all my local government clients. This rate would also be in effect for any substitute court reporters designated to work in the City in my absence. I feel that this rate increase is modest given the increased cost for travel expenses and due to inflation.

I would be happy to discuss any questions regarding my proposed rate increase with you. I look forward to continuing my relationship with the City. Please signify your agreement by signing the letter below and returning it to me at your earliest convenience.

	Respectfully submitted,	
	By: LisaMarie Marconi, Court Reporter	
Agreed by: City of Glen Cove		
y: Hon. Pamela Pani	zenheck. Mayor	

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# INDEPENDENT CONTRACTOR 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 Youth Services and Recreation
	Address: 128B Glen Street
	City/State/Zip: Glen Cove, NY 11542
	Telephone: 516-671-4600
2. IDENTITY OF	
INDEPENDENT	The Independent Contractor (hereafter "IC") is identified as
CONTRACTOR	
	Name: Supreme Martial Arts, Inc.
	Type Entity: () Sole Proprietorship () Partnership (x) Corporation
	Address: 17 Greenwood Drive
	City/State/Zip:North Babylon, NY 11703
	Business Telephone: 516-532-2361
	Email: suprememartialarts@protonmail.com
3. WORK TO BE	AGENCY desires that IC perform, and IC agrees to perform
PERFORMED	the following work:
	Martial Arts Instruction
4. TERMS OF PAYMENT	AGENCY shall pay IC according to the following terms and conditions: IC shall be paid
	\$125.00/hour, 2 days per week, 2 hours per day

For Youth Bureau 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 AGENCY 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 AGENCY 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 & WORKER'S COMPEN-SATION 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. 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.

	Log #: Date:
11. TERM OF AGREEMENT	This agreement shall become effective onIuly 5, 2022 and shall terminate onAugust 5, 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 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.

For Youth Bureau Use

in writing by agreement of the parties.

17. AMENDMENTS

This agreement may be supplemented, amended, or revised only

AGENCY:		
City of Glen Cove Youth So	weiges and Recreation	
Agency N		
	Mayor	
Signature	Title	Date
INDEPENDENT CONTRACT	OR	
Supreme Martial Arts / And	rew Goldberg	
'irm/Individual Name		
. 1	,	, ,
Andrew Doldbry Signature	Independent Contractor	5/17/2022 Date
Signature	Title	· pate

For Youth Bureau Use Log #:\_\_\_\_\_ Date:\_\_\_\_

#### **Supreme Martial Arts**

Sensei Andrew Goldberg 17 Greenwood Dr North Babylon, NY 11703 Phone: (516) 532-2361



QUOTE

DATE: QUOTE # CUSTOMER ID 5/19/2022 002 1010

#### BILL TO:

City of Glen Cove Glen Cove Youth Bureau - After 3 128B Glen St Glen Cove, NY 11542

Glen Cove, NY 11542 Phone: (516) 671-4600

DESCRIPTION	HOURS	RATE	AMOUNT
Martial Arts Instruction provided by Sensei Andrew Goldberg Wednesday, July 6 <sup>th</sup> , 2022 12:45 PM to 2:45 PM	2.0	\$125.00	\$250.00
Martial Arts Instruction provided by Sensei Andrew Goldberg Thursday, July 7 <sup>th</sup> , 2022 12:45 PM to 2:45 PM	2.0	\$125.00	\$250.00
Martial Arts Instruction provided by Sensel Andrew Goldberg Wednesday, July 13 <sup>th</sup> , 2022 12:45 PM to 2:45 PM	2.0	\$125.00	\$250.00
Martial Arts Instruction provided by Sensei Andrew Goldberg Thursday, July 14 <sup>th</sup> , 2022 12:45 PM to 2:45 PM	2.0	\$125.00	\$250.00
Martial Arts Instruction provided by Sensei Andrew Goldberg Wednesday, July 20 <sup>th</sup> , 2022 12:45 PM to 2:45 PM	2.0	\$125.00	\$250.00
Martial Arts Instruction provided by Sensei Andrew Goldberg Thursday, July 21 <sup>st</sup> , 2022 12:45 PM to 2:45 PM	2.0	\$125.00	\$250.00
Martial Arts Instruction provided by Sensei Andrew Goldberg Wednesday, July 27 <sup>th</sup> , 2022 12:45 PM to 2:45 PM	2.0	\$125.00	\$250.00
Martial Arts Instruction provided by Sensei Andrew Goldberg Thursday, July 28 <sup>th</sup> , 2022 12:45 PM to 2:45 PM	2.0	\$125.00	\$250.00
Martial Arts Instruction provided by Sensei Andrew Goldberg Wednesday, August 3 <sup>rd</sup> , 2022 12:45 PM to 2:45 PM	2.0	\$125.00	\$250.00
Martial Arts Instruction provided by Sensei Andrew Goldberg Thursday, August 4 <sup>th</sup> , 2022 12:45 PM to 2:45 PM	2.0	\$125.00	\$250.00
Make all checks payable to: Supreme Martial Arts		TOTAL DUE:	\$2,500.00

Michael A. Piccirillo Controller mpiccinllo@glencoveny.gov



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



# TRAINING REQUEST FORM

Date: May 11, 2022		a princip communication to the control of the contr
Your Name: PO Marcello Zuccaro	Department: Police	
Class Requested: Bike School	Cost of Class: \$874.80	) (Travel)
Date(s) of Class(es): 5 days on one of the	ne following weeks: June 7,	June 13 or June 2
Costs Associated with Class:		
Airfare:	Car Service:	
Hotel:	Meals:	
Rental Car:	Parking:	
Gas:		
Mileage:		
Tolls:		
Total Estimated Cost of Class plus Expe	enses: \$ 874.80	
FUND LINE: <u>A3120-51140</u>		
	1	
Department Head Signature:	XX 4/	

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

Michael A. Piccirillo Controller mpiccinllo@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.glencoveny.gov

# TRAINING REQUEST FORM

Date: May 11, 2022		
Your Name: PO Mat	t Meli	Department: Police
Class Requested: Bik		Cost of Class: \$874.80 (Travel)
		he following weeks: June 7, June 13 or June 20
Costs Associated wit	<u>h Class:</u>	Car Service:
Hotel:		Meals:
Rental Car:		Parking:
Gas:		
Mileage:		
Tolls:		

Total Estimated Cost of Class plus Expenses: \$874.80

FUND LINE: A3120-51140

Department Head Signature:

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

Michael A. Piccirillo Controller mpiccinilo@giencoveny gov

Tolls:



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.glencoveny.gov

TRAINING REQUEST FORM Date: May 11, 2022 Your Name: PO Greg Denk Police Department: Cost of Class: \$874.80 (Travel) Class Requested: Bike School Date(s) of Class(es): 5 days on one of the following weeks: June 7, June 13 or June 20 Costs Associated with Class: Car Service: Airfare: Meals: Hotel: Parking: Rental Car: Gas: Mileage:

Total Estimated Cost of Class plu	s Expenses: \$ 874,80
FUND LINE: A3120-51140	
10110	
Department Head Signature:	ZI. XXXX

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

Michael A. Piccirillo Controller mpiccirillo@glencoveny.gov

Tolls:



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

TRAINING PEOIIEST FORM

Phone (516)676-2000 Fax (516)759-6791

www.glencoveny.gov

# BA # B B A # B B A # B B A # B B A # B B A # B B A B A B B B A B B B A B B B A B B B A B B B B A B B B B B A B	
Date: May 11, 2022	
Your Name: PO Matt Grabowski	Department: Police
Class Requested: Bike School	Cost of Class: \$669.00 (Travel)
	of the following weeks: June 7, June 13 or June 20
Costs Associated with Class:	
Airfare:	Car Service:
Hotel:	Meals:
Rental Car:	Parking:
Gas:	
Mileage:	

Total Estimated Cost of Class plus Expenses: \$ 669.00

FUND LINE: A3120-51140

Department Head Signature:

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

Michael A. Piccirillo Controller 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.giencoveny.gov

## TRAINING REQUEST FORM

Date: May 11, 2022	
Your Name: PO Derek Valance	Department: Police
Class Requested: Bike School	Cost of Class: \$669.00 (Travel)
Date(s) of Class(es): 5 days on one of the	e following weeks: June 7, June 13 or June 20
Costs Associated with Class:	
Airfare:	Car Service:
Hotel:	Meals:
Rental Car:	Parking:
Gas:	
Mileage:	
Tolls:	
Total Estimated Cost of Class plus Expe	nses: \$ 669. <del>0</del> 0
FUND LINE: A3120-51140	
Department Head Signature:	T D W/

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





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.glencoveny.gov

THE CITY CONTROLLER

#### TRAINING REQUEST FORM Date: May 11, 2022 Your Name: PO Kristen DeMetropolis Police Department: Cost of Class: \$1,486.68 (Travel) Class Requested: Bike School Date(s) of Class(es): 5 days on one of the following weeks: June 7, June 13 or June 20 Costs Associated with Class: Car Service: Airfare: Meals: Hotel: Parking: Rental Car: Gas: Mileage:

Total Estimated Cost of Class plus Expenses: \$ 1,486.68

FUND LINE: A3120-51140

Tolls:

Department Head Signature:

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

Michael A. Piccirillo Controller mpiccirillo@glencoveny.gov







## TRAINING REQUEST FORM

Date: May 2, 2022		
Your Name: Jenna Belfiore	Department:	Finance/Purchasing
Class Requested: Local government Procurment	Cost of Class	s: \$595.00
Date(s) of Class(es): June 7th, 8th, 9th, an	d 14th, 15th, 16	th
Costs Associated with Class:		
Airfare:	Car Service:	
Hotel:	Meals:	*
Rental Car:	Parking:	
Gas:		
Mileage:	4	
Tolls:		
Total Estimated Cost of Class plus Expens	ses: \$ 595.00	
FUND LINE: A1310-55442		
Department Head Signature: Michael A. F	PICCIFIIIO Digitally signed by DN: cn=Michael A. Cove, email=mpicc Date: 2022.05.10	Michael A. Piccirillo Piccirillo, o, ou=City of Glen cirillo@glencoveny.gov, c=US 18:51:50 -04'00'

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





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



TRAINING	REQUEST FORM
Date: May 12, 2022	
Your Name: John Testa	Department: Harbor Patrol
Class Requested: IACP Annual Conference	Cost of Class: \$425
Date(s) of Class(es): Oct 14-18, 2022	
Costs Associated with Class:	
Airfare: \$500	Car Service:
Hotel: ~ \$1,000.00	Meals: \$310
Rental Car:	Parking:
Gas:	
Mileage:	
Tolls:	

Total Estimated Cost of Class plus Expenses: \$ 22.35 .00

FUND LINE: A5720-55442 & A 5720-55441

Department Head Signature:

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



#### CITY OF GLEN COVE

9 Glen Street, Glen Cove, NY 11542 (516) 676-3345

### **EVENT**

#### **PERMIT**

NAME OF APPLICANT	Kevin J Shine		PHONE	
ADDRESS OF APPLICANT:	· · · · · ·		IL:	
NAME OF EVENT TO BE H	ELD: Swim Across An	nerica, Sound to Cove S	Swim	
DATE(S) OF EVENT Sund	ay, July 31, 2022			
TIME(S) OF EVENT 6:00A	м to 11:00AМ			
LOCATION OF EVENT Pry	ribil Beach			
NAME & ADDRESS OF OW	/NER OF PREMISES <u>(</u>	Glen Cove		
Swim Across America - 8508 Pa	rk Rd. #389, Charlotte, N	IC 28210		
EVENT SPONSOR IS: DATE:05/09/22	FOR PROFIT	(\$25.00) NON-PROD SIGNED: SIGNED:		
INCLUDE A COPY OF CITY OF GLEN COVE	CERTIFICATE OF ADDITIONALLY	F LIABILITY INST INSURED FOR \$1	URANCE NAN ,000,000 PER	AING THE INCIDENT.
PERMIT APPROVED ON: _ PERMIT NO				
Following is a breakdown of Event Permit Traffic Patrol Office Per hour =	ers @hours on	duty x \$		)FOEIVE
				MAY 1 0 2022



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



### **EVENT PERMIT**

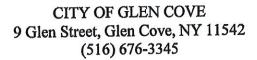
NAME OF APPLICANT Marsha Silverman for the City of Glen Cove PHONE
ADDRESS OF APPLICANT
E-MAIL_MSilverman@glencoveny.gov
NAME OF EVENT TO BE HELD Glen Cove Pride Flag Raising
DATE(S) OF EVENT Thursday, June 2, 2022
TIME(S) OF EVENT 5:30PM
LOCATION OF EVENT Bridge St. / Village Square
NAME & ADDRESS OF OWNER OF PREMISES City of Glen Cove
EVENT SPONSOR IS: FOR PROFIT (\$25.00) NON-PROFIT X  Check Payable to: The City of Glen Cove
DATE: 5/12/22 SIGNED: Marsh Silver APPLICANT  DATE: OWNER OF PROPERTY
DATE: SIGNED:OWNER OF PROPERTY
AND
THE CITY OF GLEN ADDITIONALY INSURED FOR \$1,000,000 PER INCIDENT.
* Need a podium set up w/ microphone * loguested Street closure: 5:00-6:13 PM
**Reed a podium set up w/ microphone  F THE EVENT IS A ROAD RACE OR PARADE  NCLUDE A MAP OF THE RACE COURSE OF PARADE ROUTE  NCLUDE A MAP OF THE RACE COURSE OF PARADE ROUTE  ROTH Side of Bridge St. from  Glen St. to Post office Parking to the course of t
PERMIT APPROVED ON: CITY CLERK PERMIT #

Call the City Clerk @516-676-3345 For a breakdown of the costs for traffic control for this event. Payment is due prior to issuance of the Event Permit. Payable to: The City of Glen Cove

Traffic Potrol Officers @ hours on duty x \$

average salary per hour \$







#### **EVENT PERMIT**

NAME OF APPLICANT Glen Cove Downtown Management Association PHONE
ADDRESS OF APPLICANT30A Glen Street, Suite 200, Glen Cove, NY 11542
E-MAIL_info@glencovedowntown.org
NAME OF EVENT TO BE HELD Glen Cove Downtown BID Wellness Day
DATE(S) OF EVENT June 25, 2022
TIME(S) OF EVENT 9 a.m. to 6 p.m.
LOCATION OF EVENT Village Square
NAME & ADDRESS OF OWNER OF PREMISES
XEVENT SPONSOR IS: FOR PROFIT (\$25.00) NON-PROFIT Check Payable to: The City of Glen Cove
DATE: 5522 SIGNED: APPLICANT
DATE: SIGNED: OWNER OF PROPERTY
INCLUDE A COPY OF CERTIFICATE OF LIABILITY INSURANCE NAMING: THE CITY OF GLEN ADDITIONALY INSURED FOR \$1,000,000 PER INCIDENT.
IF THE EVENT IS A ROAD RACE OR PARADE
INCLUDE A MAP OF THE RACE COURSE or PARADE ROUTE
PERMIT APPROVED ON:CITY CLERK PERMIT #
Call the City Clerk @516-676-3345 For a breakdown of the costs for traffic control for this event. Payment is due prior to issuance of the Event Permit. Payable to: The City of Glen Cove
Traffic Patrol Officers @hours on duty x \$average salary per hour \$

# Created with Scanner Pro



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



## **EVENT PERMIT**

NAME OF APPLICANT	A A	PHONE_	
ADDRESS OF APPLICANT			
E-MAIL_sgtripp@glencover	ny.gov		
NAME OF EVENT TO BE	HELD <u>National Nigh</u>	at Out	
DATE(S) OF EVENTA	ugust 2, 2022		
TIME(S) OF EVENT 6:	00 p.m. – 9:00 p.m.		
LOCATION OF EVENT _B	ridge Street		
NAME & ADDRESS OF O'	WNER OF PREMISE	S Glen Cove Police Department	
EVENT SPONSOR IS:	Check Payable to: The C	N A	
DATE: 5-9-2022		APRLICANT	_
DATE:	SIGNED:	OWNER OF PROPERTY	
INCLUDE A COPY OF CER THE CITY OF GLEN ADDI	TIFICATE OF LIA	BILITY INSURANCE NAMIN D FOR \$1,000,000 PER INCIDI	G: ENT.
IF THE EVENT IS A ROINCLUDE A MAP OF THE RA			
INCLUDE A MAIN OF THE ICE			
PERMIT APPROVED ON: _	CI7	TY CLERK	PERMIT #
Call the City Clark @516 676	5-3345 For a breakdow	yn of the costs for traffic control f	For this event. Payment is due

Call the City Clerk @516-676-3345 For a breakdown of the costs for traffic prior to issuance of the Event Permit. Payable to: The City of Glen Cove

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



### **SIGN PERMIT**

NAME OF APPLICANT _	Susan Tripp
ORGANIZATION	Glen Cove Police Department
NAME OF EVENT	National Night Out
ADDRESS _	Bridge Street
PHONE NUMBER	516-676-2004
E-MAIL ADDRESS	Sgtripp@glencoveny.gov
NO. OF SIGNS (20 maximum)	20
DATE SIGNS ERECTED (Two week limit)	Monday, May, 16, 2022 July 19, 2022  Monday, June 6, 2022 August 4, 2022
DATE SIGNS REMOVED (within 48 hours after the event)	Monday, June 6, 2022 August 4, 2022
DATE RESOLUTION APPROVED _	
SIGN DIMENSIONS _ (maximum 20 inches x 20 inches)	20 x 20
PERSON RESPONSIBLE FOR	R REMOVING SIGNS:
ALL SIGNS TO BE REMOVED BY)	DPW
NAME	
ADDRESS	
PHONE NUMBER	CELL
E-MAIL ADDRESS	
DATE: 5-9-2022	SIGNED Suice Applicant
PERMIT APPROVED ON:	City Clerk



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



EVENT PERMIT
NAME OF APPLICANT Jon Gabriel Rach PHONE
ADDRESS OF APPLICANT 335 Can beg, Street, Glen Cove
E-MAIL_
NAME OF EVENT TO BE HELD Christe Procession
DATE(S) OF EVENT Sunday, June 19, 2022
TIME(S) OF EVENT
LOCATION OF EVENT ' See attached Route
NAME & ADDRESS OF OWNER OF PREMISES SOM Sabuel Rach, Cun Ke
Pastor, St Patrick Church, 335 Glen Street
EVENT SPONSOR IS: FOR PROFIT (\$25.00) NON-PROFIT Check Payable to: The City of Glen Cove
DATE: 5/19/2022 SIGNED: Myse Colangelo
DATE: 5/19/2022 SIGNED: Dem Gabriel Rach, Can Reg
OWNER OF PROPERTY St Patricks
NCLUDE A COPY OF CERTIFICATE OF LIABILITY INSURANCE NAMING:
THE CITY OF GLEN ADDITIONALY INSURED FOR \$1,000,000 PER INCIDENT.
F THE EVENT IS A ROAD RACE OR PARADE
NCLUDE A MAP OF THE RACE COURSE or PARADE ROUTE
CUTY OF EDIV
PERMIT APPROVED ON:CITY CLERKPERMIT #
Call the City Clerk @516-676-3345 For a breakdown of the costs for traffic control for this event. Payment is due

prior to issuance of the Event Permit. Payable to: The City of Glen Cove

hours on duty v \$



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

6 MM

# GARVIES POINT EVENT PERMIT

NAME OF APPLICANT: Allisan Basdavanas PHONE:				
ADDRESS OF APPLICANT: 1-31 101 000 01 1-100				
NAME OF EVENT TO BE HELD: 2nd Birthday  DATE OF EVENT: 6/26/22 TIME OF EVENT: 11 am - 1 pm EVENT LOCATION: Pavillion Near Playground				
DATE OF EVENT: 6/26/22 TIME OF EVENT: 11 am - 1 pm EVENT LOCATION: Pavillion Near Playground				
NAME & ADDRESS OF OWNER OF PREMISIS:				
IF THE EVENT IS A ROAD RACE OR A PARADE - INCLUDE A MAP OF THE RACE CORSE OR PARADE ROUTE				
EVENT SPONSOR IS: FOR PROFIT [ ] \$25.00 FEE NON-PROFIT [ ] Check Payable to: Glen Cove IDA				
DATE: SIGNED:APPLICANT				
DATE: SIGNED: ADDRESS:				
OWNER OF PROPERTY				
Maintain commercial general liability insurance for claims resulting from the event, which policy shall name the following as additional insured on a primary and non-contributory basis (include a copy of certificate of liability insurance. Evidencing the below parties and as additional insured.)				
1. City of Glen Cove				
2. Glen Cove Industrial Development Agency				
3. Glen Cove Local Economic Development Corporation 4. RXR Glan Isle Partners LLC				
5. The Garvies Point Master Association Inc. (The "Master Association") and any Member, Manager and Officer of the Master Association.				
Limits of insurance must be at least \$2,000,000 per occurrence and general aggregate, or limits of liability insurance actually maintained, whichever is greater.				
PERMIT APPROVED ON: CITY CLERK PERMIT #				
Please call the City Clerk @ 516-676-3345 FOR A BREAKDOWN OF THE COST FOR TRAFFIC CONTROL FOR THIS EVENT. PAYMENT IS DUE PRIOR TO ISSUANCE OF THE EVENT PERMIT				
Payable to: The City of Glen Cove				
Traffic Patrol Officers @ Hours on duty X \$Average salary per hour \$				