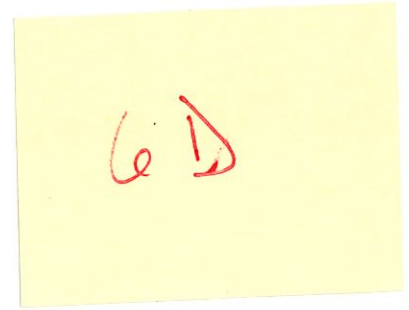


**MASTER AGREEMENT**  
**between**  
**BUSPATROL AMERICA, LLC**  
**and**  
**CITY OF GLEN COVE**  
**for a**



**SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

This Master Agreement (the "Agreement") is hereby made and entered into by and between BusPatrol America, LLC with its principal place of business at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079 ("BusPatrol" or "Contractor"), and City of Glen Cove, a municipal corporation with its principal offices located at 9 Glen Street, Glen Cove, NY 11542 ("City").

**RECITALS**

**WHEREAS**, on August 6, 2019, the Governor of the State of New York signed into law amendments to the New York Vehicle and Traffic Law that authorize a New York county, city, town or village, by local law or ordinance, to install and operate photo violation monitoring systems on school buses for the purpose of recording violations; and

**WHEREAS**, pursuant to Section 1174-a of the New York Vehicle and Traffic Law, the governing body of a county, city, town or village located within a county is authorized and empowered to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with section eleven hundred seventy-four of the Vehicle and Traffic Law when meeting a school bus marked and equipped as provided in subdivisions twenty and twenty-one-c of section three hundred seventy-five of this chapter and operated in such county, city, town or village, in accordance with the provisions of such Section 1174-a; and

**WHEREAS**, pursuant to and in accordance with Section 1174-a, the Local Law establishes a fine of \$250 for a first violation, \$275 for a second violation committed within 18 months of the first violation, \$300 for a third violation or subsequent violation committed within 18 months of the first violation, and an additional \$25 penalty for each violation for the failure to respond to a notice of liability within the prescribed time period; and

**WHEREAS** pursuant to and in accordance with such Section 1174-a, the City Council on June 14, 2022 adopted Local Law 04-2022 authorizing the City to install and operate school bus photo violation monitoring systems on school buses within the City (collectively with Section 1174-a, "the Law" or "the Stop Arm Law"); and

**WHEREAS**, the City has entered or will enter an agreement with the Glen Cove City School District ("Participating School District") authorizing the City to contract with BusPatrol to install camera systems on school buses by the City, in order to use video monitoring of vehicles passing school buses to impose civil or other penalties on vehicle owners for violating any of the aforesaid provisions of law; and

**WHEREAS**, BusPatrol is able to provide an innovative, turn-key, and comprehensive school bus camera system to protect students when riding school buses on customary routes; and

**WHEREAS**, pursuant to New York's "piggybacking" law, Section 103(16) of the New York General Municipal Law, the City "may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities"; and

**WHEREAS**, the City has determined that the Master Agreement between BusPatrol and Dutchess County, New York, dated September 24, 2021, ("Dutchess County Agreement") expressly permits "Cooperative Purchasing/Piggybacking," is for the same or similar services as the City desires from BusPatrol, is for the same or better pricing, and otherwise meets the criteria under Section 103(16) and the City's procurement Policy & Procedures; and

**WHEREAS**, BusPatrol agrees to enter into an Agreement with the City under the terms and conditions set forth in the Dutchess County Agreement, except as expressly modified herein; and

**WHEREAS**, the City represents that it has the authority, in accordance with the Local Law, to enter into this Master Agreement with BusPatrol on behalf of the Participating School Districts, to establish the terms and conditions upon which the City may elect to allow BusPatrol to install, maintain and operate school bus photo monitoring systems within the City, and does hereby award such Master Agreement to BusPatrol; and

**WHEREAS**, pursuant to the Local Law, the City has authorized BusPatrol to process violations as authorized by such Section 1174-a; and

**WHEREAS**, the City has reviewed the business and financial terms of this Agreement and confirms that the said terms and conditions are beneficial to the public interest and enhanced safety and security for the children and community at large; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are expressly incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and BusPatrol agree as follows:

The foregoing recitals are true and correct and form an integral part of this Agreement and are contractual.

## **AGREEMENT**

- A. COOPERATIVE PURCHASING/PIGGYBACKING.** This Agreement is entered into pursuant to the piggybacking authority in Subdivision 16 of Section 103 of the New York General Municipal Laws and the Cooperative Purchasing/Piggybacking provision within the Dutchess County Agreement. Accordingly, all the terms, conditions, covenants and representations contained herein and in the Dutchess County Agreement and any amendments thereto, except as modified by this document, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein. The terms and conditions of this Agreement shall supersede any inconsistent terms and conditions set forth in the Dutchess County Agreement.

**B. DELETIONS.** For purposes of this Agreement, the Dutchess County Agreement is expressly modified as follows:

1. All references to "Dutchess County" or "County" are hereby deleted.
2. Section 38.0, "Severance Pay," is hereby deleted.
3. Attachment C, "OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESS/BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is hereby deleted in its entirety.

**C. ADDITIONS.** For purposes of this Agreement, the Dutchess County Agreement is expressly modified by adding:

1. All references to "Dutchess County" and "County" are hereby replaced with "City of Glen Cove" or "City."
2. Section 1, "Definitions," is modified to incorporate the following additional definitions:

**1.0 DEFINITIONS**

- 1.19 "Contested Violation" means a Notice of Violation issued through the BusPatrol system that is challenged by the owner of the vehicle before a Local Court in a Participating Municipality in accordance with Section 1174-a of the NY VTL, and that results in payment of any fines or penalties directly to the Local Court.
  - 1.20 "Local Court" means the court or traffic violations bureau having jurisdiction over traffic infractions where the violation occurred.
  - 1.21 "Non-Contested Violation" means a Notice of Violation issued through the BusPatrol system that is not challenged by the owner of the vehicle and is paid directly to BusPatrol.
  - 1.22 "Program Revenue" means (a) 100% of the fines and penalties from Contested collected by Local Courts, plus (b) 100% of fines and penalties from Non-Contested Violations collected by BusPatrol.
3. Section 4, "SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES," is modified to incorporate the following additional responsibilities:

**A. RESPONSIBILITIES OF BUSPATROL.** BusPatrol agrees to provide the following services, as more fully described in Exhibit A:

\*\*\*

- xvii. Establish a bank account at an FDIC member (insured) bank for the collection and processing of Program Revenues, which account may be managed by BusPatrol or a third party payment processor, as well as a payment processor account and payment gateway;

4. Section 5, "Payment," is removed and following terms are added:

**5.0 PAYMENT.** All payments to be made to Contractor and City shall be paid from Program Revenues, which shall be collected and distributed as follows:

5.1 Collection And Disbursement of Revenues From Non-Contested Violations.

- 5.1.1 All fines and penalties collected by BusPatrol for Non-Contested Violations shall be deposited into the dedicated BusPatrol bank account established by Contractor pursuant to Article 4.
- 5.1.2 100% of the fines and penalties collected from Non-Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments and Program Administrative Expense called for in Article 5.3.
- 5.1.3 BusPatrol will disburse Program Revenues from the dedicated BusPatrol account within 5 days of City's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.2 Collection And Disbursement of Revenues From Contested Violations.

- 5.2.1 All fines and penalties from Contested Violations will be collected by the Local Court in the Participating Municipality where the Violation is adjudicated.
- 5.2.2 City shall work with the Local Court to ensure that all fines and penalties from Contested Violations are transferred to the City, to be disbursed as Program Revenues.
- 5.2.3 100% of the fines and penalties collected from Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments and Program Administrative Expense called for in Article 5.3.
- 5.2.4 City will disburse Program Revenues to BusPatrol within 10 days of City's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.3 Payment Amounts. Program Revenues shall be used to pay the following amounts to compensate Contractor for the installation, maintenance and use of the BusPatrol Systems in accordance with Section 1174-a(1-b) of the New York State Vehicle and Traffic Law:

5.3.1 Revenue Share Payments.

- 5.3.1.1 All Program Revenues shall be disbursed 45% to the Contractor ("Contractor's Revenue Share") and 55% to City ("City's Revenue Share").

5.3.2 Program Administrative Expense.

- 5.3.2.1 On the first day of each month, City shall invoice Contractor for payment of a fixed monthly amount equal to the agreed-upon Program Administrative Expense, as established by the Parties in accordance with this Article 5.3.
- 5.3.2.2 For purposes of this Article 5.3. "Program Administrative Expense" equals an agreed-upon fixed monthly amount to reimburse City for the salary and benefits of one (1) full time City employee to directly administer and support the Stop Arm Program. In addition, Program Administrative Expense will

include any expense incurred by the City for labor or materials resulting from the administration of the Stop Arm Program, which will be documented by the City and mutually agreed upon with Contractor.

5.3.2.3 The City agrees to confer with Contractor regarding the required level of administrative support needed to carry out the Stop Arm Program, and to determine whether Contractor can provide an alternative means of providing the required administrative support, at the Contractor's expense. The parties will also confer to adjust the amount of the Program Administrative Expense established in this Article 5.3 in the event of any changes in the level of administrative support required, including but not limited to changes in the number of buses deployed or volume of Violations issued, or any material increase or decrease in City's actual cost of administering or supporting the Stop Arm Program.

5.3.2.4 City agrees to comply with any reasonable request by Contractor for documentation supporting such Program Administrative Expense.

5.4 Monthly Revenue Report, Invoicing and Payment. Within 15 days following the end of each month, BusPatrol shall submit a report (the "Revenue Reconciliation Report") and accompanying invoice to City for review and approval, to authorize payment of the amounts called for in this Article 5. At a minimum, the monthly Revenue Reconciliation Report shall include the following supporting information:

5.4.1 Total number and gross revenue from Contested Violations collected by Local Courts and transferred to the City during the previous month, to be disbursed as Program Revenue;

5.4.2 Total number and gross revenues from Non-Contested Violations collected by Contractor during the previous month, to be disbursed as Program Revenue;

5.4.3 Total amount of Contractor's 45% share of Program Revenue and City's 55% share of Program Revenue; and

The Parties agree to work in good faith to reconcile any discrepancies in the amounts payable to any Party that are identified in the monthly Revenue Reconciliation Report.

5.5 Payment, Disbursement of Program Revenues.

5.5.1 BusPatrol will disburse revenues collected from Non-Contested Violations from the dedicated BusPatrol account to the City and BusPatrol within 5 calendar days of City's approval of a monthly Revenue Reconciliation Report and accompanying invoice.

5.5.2 All amounts payable to BusPatrol under this Agreement shall be paid from Program Revenues. In no event shall the City bear any expense associated with the administration of this program if Program Revenues over the entire term of this agreement (including any

extension thereof) are insufficient to cover the amounts owed to BusPatrol.

5. *Attachment B, Attachment C, OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESS/BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is replaced with the following:*

**ATTACHMENT B  
OPT-IN AGREEMENT TO PARTICIPATE IN THE CITY OF GLEN COVE/  
BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

<p><b>Participating School District Name:</b> _____</p> <p><b>BusPatrol Solutions To Be Implemented:</b> (select one):</p> <p><input type="checkbox"/> BusPatrol External Enforcement Solution</p> <p><input type="checkbox"/> BusPatrol Internal Student Safety Solution</p> <p><b>Total No. of School Buses:</b> _____</p> <p><b>Agreed-Upon Installation Start Date:</b> _____</p> <p><b>Participating School District Point of Contact:</b> _____</p>
---

**WHEREAS**, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis; and

**WHEREAS**, the City is authorized by Section 1174-a of the New York State Vehicle and Traffic Law and Local Law 04-2022 to enter into an agreement with the Glen Cove City School District for the installation and operation of outward facing school bus photo violation monitoring systems on school buses owned or operated by within the school district or privately owned and operated for compensation under contract with the school district; and

**WHEREAS**, the City has entered into an agreement with BusPatrol to acquire, on behalf of the Glen Cove City School District, a turn-key, web-based school bus photo violation monitoring system that can be used to capture images of vehicles operated in violation of VTL Section 1174, issue citations to the owner of such vehicle when approved by an authorized Municipal Technician, and collect fines from the owner of such vehicle as authorized by Section 1174-a; and

**WHEREAS**, the Glen Cove City School District desires to enter into this agreement to authorize the City, through its contractor BusPatrol, to install and operate of outward facing school bus photo violation monitoring systems on school buses operated within the Glen Cove City School District as authorized by Section 1174-a and Local Law 04-2022;

**NOW**, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **Purpose**. This "Opt-In Agreement" constitutes a formal, binding agreement between the Glen Cove City School District ("GCSD"), the City of Glen Cove ("City") and BusPatrol America LLC ("BusPatrol"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the GCSD or privately owned and operated for compensation under contract with GCSD in accordance with Section 1174-a of the New York State Vehicle and Traffic Law and [ Local Law 04-2022 (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by GCSD (the "BusPatrol System").
2. **Authorization**. The Parties' execution of this Opt-In Agreement will serve as authorization for the City, through its contractor BusPatrol, to install and operate the BusPatrol System identified above on school buses owned and operated by the district or privately owned and operated for compensation under contract with such district.
3. **Payment**. In accordance with the Stop Arm Laws and the Master Agreement between City and BusPatrol ("Master Agreement"), the City will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on school buses owned and operated by GCSD or privately owned and operated for compensation under contract with GCSD, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the GCSD jurisdictional boundaries as provided by separate contract between the City and GCSD. GCSD will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System
4. **Responsibilities of the Parties:**
  - a. **BusPatrol**. BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.
  - b. **City**. The City is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
    - i. Arranging for qualified Enforcement Technicians to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
    - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
    - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
  - c. **GCSD**. GCSD is responsible for:
    - i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the City and BusPatrol). If GCSD does not own and operate the buses customarily used on the



routes in its district, then GCSD shall enter into an agreement with the private owner(s) and operator(s) of those buses to allow BusPatrol to install and operate its equipment on such buses, at no cost to BusPatrol. If GCSD does not enter into such agreement with the private owner(s) and operator(s), or if any private owner or operator fails to provide BusPatrol will access to school buses, the City or BusPatrol, at its option, may terminate the Opt-In Agreement with GCSD;

- ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by GCSD or its third-party bus operator(s), as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
  - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format, if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
  - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
  - v. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
  - vi. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of GCSD on all matters relating to this Opt-In Agreement and GSD's use of and participation in the school bus school bus photo violation monitoring systems;
  - vii. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from internal non-enforcement cameras installed under Option B are only accessed by authorized personnel from GCSD.
5. **License, Restricted Use.** BusPatrol grants to GCSD a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. GCSD shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

GCSD agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. GCSD will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System or cause any other person to do any of the foregoing.

6. **Reporting.** GCSD, acting by and through the Superintendent of Schools of such District, or his or her designee, shall provide any report required of the District,



pursuant to Section 1174-a of the Vehicle Traffic law or Local Law 04-2022, to the State or any official thereof. BusPatrol and City agree to work with GCSD to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.

7. **Restrictions on Access to Enforcement Data.** In accordance with the State and Local Law and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:

- a. Pursuant to Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to (i) prevent GCSD from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems; (ii) provide for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems; and (iii) provide for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the City for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
- b. BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to this local law or (ii) upon final disposition of a notice of liability issued pursuant to this local law.

8. **Restrictions on Access to Internal Camera Data.** The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant to this agreement shall be made available only to GCSD, and shall not be made available to the City or any third party except as explicitly authorized by the GCSD. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such internal non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by GCSD or required by law.

9. **Changes.** Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.

10. **Term, Termination.**

- a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be

agreed between the parties provided New York State has extended or not eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.

- b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and City is terminated in accordance with the terms of said Master Agreement.
  - c. This Opt-In Agreement may also be terminated by GCSD, the City or BusPatrol by providing 30 days prior written notice to the other parties.
  - d. In the event of a termination, GCSD shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by GCSD or its third-party bus operator, to allow BusPatrol to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
14. **Non-Assignment.** This Agreement may not be assigned by GCSD without prior written consent of the City and BusPatrol. The City shall be relieved of all liability and obligations consistent with the New York State General Municipal law Section 109 in the event of such unauthorized assignment.
15. **Executory.** All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover BusPatrol's expenditures to install and operate the BusPatrol System, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the City or GCSD for the payment of any such unpaid costs, expenses or fees.
16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

City:

9 Glen Street  
Glen Cove, N.Y. 11542  
(516) 676-2000  
<email>

BusPatrol America LLC:

Jean Souliere  
8540 Cinder Bed Road, Suite 400  
Lorton, Virginia 22079

(703) 338-0208  
jean@buspatrol.com

Glen Cove City School District :

154 Dosoris Lane  
Glen Cove, N.Y. 11542  
<tel>  
<email>

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the Supreme Court, County of Nassau, State of new York as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **Rules Of Construction.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship
22. **Counterparts; Signatures Transmitted By Electronic Means.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

23. **Entire Agreement.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BUSPATROL:**

By: \_\_\_\_\_  
Name: Jean F. Souliere  
Title: CEO, BusPatrol America LLC  
Date: \_\_\_\_\_

**CITY:**

By: \_\_\_\_\_  
Name: Pamela Panzenbeck  
Title: Mayor  
Date: \_\_\_\_\_

**PARTICIPATING SCHOOL DISTRICT:**

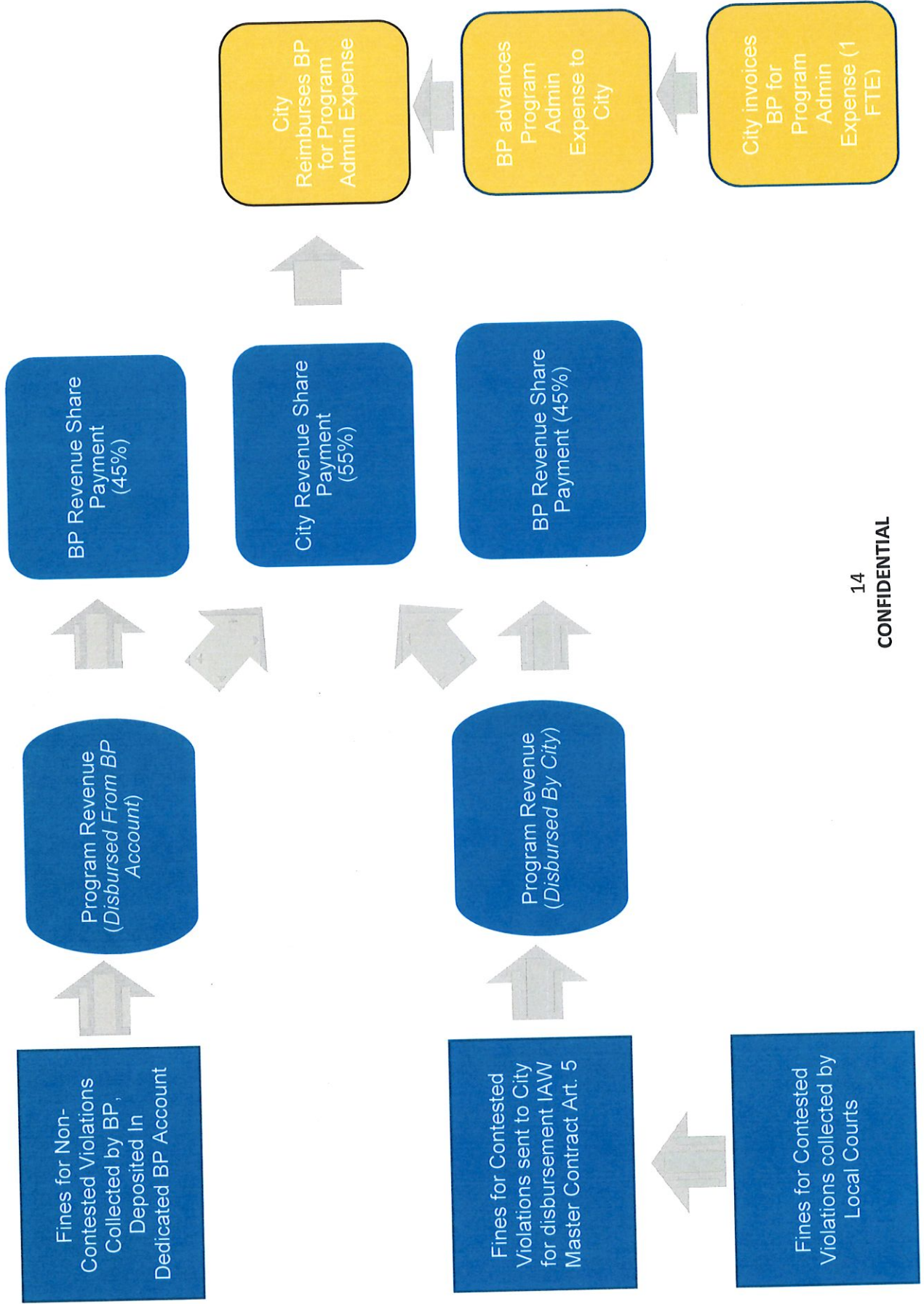
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Attachment C, "REVENUE RECONCILIATION AND DISBURSEMENT PROCESS," is replaced in its entirety with the following,*

CONTINUE TO NEXT PAGE

# ATTACHMENT C REVENUE RECONCILIATION AND DISBURSEMENT PROCESS

The following flowchart illustrates the monthly flow of funds to be performed in accordance with Article 5 of the Agreement.



6. [FURTHER ADDITIONS TBD]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement for a School Bus Safety Camera Program between BusPatrol and City, effective as of the date of the first Notice of Violation (the "Effective Date").

**BUSPATROL:**

By: \_\_\_\_\_  
Name: Jean F. Souliere  
Title: CEO, BusPatrol America LLC  
Date: \_\_\_\_\_

**CITY OF GLEN COVE:**

By: \_\_\_\_\_  
Name: Pamela Panzenbeck  
Title: Mayor  
Date: \_\_\_\_\_

(END)



**CITY OF GLEN COVE**

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

**Purchase Order**

Fiscal Year 2022

Page: 1 of 1

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

Purchase Order #

**220363 - 000****Vendor**

220213  
VANCE COUNTRY FORD  
COUNTRY FORD-MERCURY, INC.  
VANCE COUNTRY FORD  
5400 S DIVISION/ P.O. BOX 1600  
GUTHRIE, OK 73044

**Ship To**

3120  
CITY OF GLEN CO  
POLICE DEPARTM  
1 BRIDGE STREET  
GLEN COVE, NY 1  
Email: maureenp@glencovepd.org  
Phone: (516) 676-1000

**6E**

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
(405) 282-3800						POLICE DEPARTMENT			
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
08/08/2022		220213						POLICE DEPT	
ITEM #	DESCRIPTION / PART #			QTY	UOM	UNIT PRICE	EXTENDED PRICE		
1	2022 FORD INTERCEPTOR UTILITY K8A AS PER QUOTE 220802 YONKERS CONTRACT #RFB-YBD-6824 GL Account: H3120 - 52250 - 2209			5.0	EACH	\$39,418.57	\$197,092.85		
2	UP-FIT PARTS AS PER QUOTE #220802 DUTCHESS CONTRACT #RFB-DCP-08-22 GL Account: H3120 - 52250 - 2209			5.0	EACH	\$17,291.84	\$86,459.20		
3	HOURS OF LABOR AS PER QUOTE #220802 LABOR WESTCHESTER CONTRACT #5689BPS WC GL Account: A3120 - 52250 GL Account: H3120 - 52250 - 2209			245.0	EACH	\$115.76	\$28,361.20		
GL SUMMARY									
A3120 - 52250						\$10,817.52			
H3120 - 52250 - 2209						\$301,095.73			

I certify that the items listed above were received & checked by me on date indicated. All items checked were received in good condition & conformed with specifications, except as otherwise noted.

**Purchase Order Total****\$311,913.25**

Department Copy

PETER A. BEE\*  
RICHARD P. READY  
PETER M. FISHBEIN †  
JAMES R. HATTER  
KENNETH A. GRAY  
WILLIAM C. DeWITT  
ANDREW K. PRESTON\*\*

OF COUNSEL

EDWARD P. RA

\* ALSO ADMITTED IN FL  
\*\* ALSO ADMITTED IN NJ  
† DECEASED

**BEE READY FISHBEIN HATTER & DONOVAN, LLP**

**B R F H & D**

ATTORNEYS-AT-LAW

SENIOR ASSOCIATES

\*\*STEPHEN L. MARTIR  
DEANNA D. PANICO

ASSOCIATES

PETER OLIVERI, JR.  
RHODA Y. ANDORS  
THEODORE GORALSKI  
MORGAN A. CLINE  
JASON P. BERTUNA  
\*\*CHRISTOPHER J. NEUMANN  
ANTHONY C. VASSALLO

July 7, 2022

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

Attention: Tip Henderson, Corporation Counsel

**Re: Legal Representation – Special Counsel**

Dear Mr. Henderson:

It was a pleasure to speak to you last week.

This correspondence shall confirm our firm's availability to represent the City in a number of pending litigations (Article 78's) related to Tax Certiorari/Scar Proceedings, and any other matter that you assign to us.

As you are aware, our firm has a broad background in municipal law, where we represent a number of municipalities in the areas of Tax Certiorari, Labor, Land Use and General Counsel.

For such representation and assistance with these litigation matters, our firm will charge our reduced "municipal" rate, which is currently \$300.00 per hour of attorney time. We bill in minimum of ¼ hour increments.

We look forward to working with you and appreciate the opportunity to work with the City in these matters. If this proposal is acceptable, please sign the duplicate copy of this letter and return it to our office, and we will proceed with the representation.

*Page 2*

Please feel free to contact me with any questions.

Very truly yours,

  
Kenneth A. Gray

Agreed to and accepted:

City of Glen Cove

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





MAIN OFFICE  
10 SEA CLIFF AVE.  
GLEN COVE, NY 11542  
T: 516-671-3232 (8AM-5:00PM)  
T: 516-674-1553 (AFTER HOURS)  
FAX: 516-671-3239

NEW YORK CITY  
199-02 32ND AVENUE  
FLUSHING, NY 11358  
T: 718-634-3500

maccaroneplumbing.com

Pete DiMaggio  
Glen Cove Police Department  
1 Bridge st  
Glen Cove NY, 11542  
pdimaggio@glencovepd.org

PH: 516-580-0699  
Quote # 21-2577

## Price Quote

6 H

DATE: July 26, 2022  
FROM: Adner Reynoso  
PROJECT: Basement Ejector Pump stations  
INCLUDES: All required labor, materials and equipment to complete the following:

Maccarone Plumbing is proposing to install the following equipment listed after reviewing the existing basement conditions.

The proposed equipment has been engineered by Applied Heat Transfer Manufacture Representatives to ensure the equipment is designed to handle future flooding conditions.

Existing house trap and along with sanitary piping located in pit will be reconfigured and modified to accommodate new pump system discharge piping. This will include check valve system, Backwater valve to protect the existing sanitary system and all necessary related fittings.

Furnish and install (1) service sink and ejector pump in room next to stairs for future sanitary purposes.

### **DUPLEX SUMP PUMPS (Main Pit)**

Duplex system consisting of:

(2) WEIL 300 GPM at 15ft, 3HP, 208/3/60, (1) 2613-4 Submersible quick removal, (2) Discharge elbow, (2) Sliding bracket, (2) Flat guide pipe bracket, (1) Mounting plate, (1) 4" discharge flange kits, (1) 2616-4 one isolation & two check valve kit, (1) 8194P duplex PLC Panel dual power feeds, (1) 8262 Level transducer w/ two back-up float, (1) 1" Mounting, (1) Flush valve, 1.5 Year parts only warranty. Start up by Manufacture.

Note: Cover not provided, 4 Lead time (in weeks)

### **DUPLEX SUMP PUMPS (Back Room Pit)**

Duplex system consisting of:

(2) WEIL 300 GPM at 15ft, 3HP, 208/3/60, (1) 2613-4 Submersible quick removal, (2) Discharge elbow, (2) Sliding bracket, (2) Flat guide pipe bracket, (1) Mounting plate, (1) 4" discharge flange kits, (1) 2616-4 one isolation & two check valve kit, (1) 8194P duplex PLC Panel dual power feeds, (1) 8262 Level transducer w/ two back-up float, (1) 1" Mounting, (1) Flush valve, 1.5 Year parts only warranty. Start up by Manufacture.

Note: Cover not provided, 4 Lead time (in weeks)

### **DUPLEX SUMP PUMPS (Pit Next To Stairs)**

Duplex system consisting of:

(2) WEIL 300 GPM at 15ft, 3HP, 208/3/60, (1) 2613-4 Submersible quick removal, (2) Discharge elbow, (2) Sliding bracket, (2) Flat guide pipe bracket, (1) Mounting plate, (1) 4" discharge flange kits, (1) 2616-4 one isolation & two check valve kit, (1) 8194P duplex PLC Panel dual power feeds, (1) 8262 Level transducer w/ two back-up float, (1) 1" Mounting, (1) Flush valve, 1.5 Year parts only warranty. Start up by Manufacture.

Note: Cover not provided, 4 Lead time (in weeks)



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FAX: 516-671-3239

NEW YORK CITY  
199-02 32ND AVENUE  
FLUSHING, NY 11358  
T: 718-634-3500

[maccaroniplumbing.com](http://maccaroniplumbing.com)

**PRICE: 111,772.40**

- All labor per City Of Glen Cove Contract # 2021-002 Plumbing Contract

**EXCLUDES:**

- Overtime
- Restoration
- Anything not listed above
- Permit Fee's
- Electrical wiring

**PLEASE NOTE THE FOLLOWING:**

- 1) This quotation is valid for 30 days.
- 2) Our pay structure is as follows 50% down contract signing, 50% upon completion.
- 3) If you find this quotation acceptable please sign and date below and return to our office.
- 4) We accept the following credit cards Amex, MasterCard and Visa.

Very Yours Truly,

Adner Reynoso

ACCEPTED (signature) \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

If you have any questions about this proposal or, have difficulty reading this transmission,  
please contact Adner Reynoso at (516) 671-3232 – ext: 138.

## Bid Breakdown: City of Glen Cove PD 21-2577

[illegible]

<b>Materials</b>	\$8,255.22
Sanitary pipe & Domestic Plumbing	
Pumps and Equipment	\$76,861.36

**SUB TOTAL: \$85,116.58**

5% Markup on material of \$	\$4,255.82
-----------------------------	------------

<b>TOTAL LABOR MATERIAL AND EQUIPMENT</b>	<b>\$111,772.40</b>
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**APPLIED HEAT TRANSFER**

# SUBMITTAL

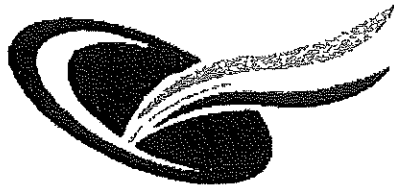
260 West 35th Street, Suite 501  
New York, NY 10001  
O: 646-916-3750  
F: 845-618-1568

<b>Prepared</b>	<b>MACCARONE</b>	<b>Date:</b>	<b>12.06.2021</b>
<b>For:</b>	<b>PLUMBING</b>		
<b>Project</b>	<b>GLEN COVE POLICE</b>	<b>Job No:</b>	<b>AHT-2014</b>
<b>Name:</b>	<b>DEPARTMENT</b>		
<b>Engineer:</b>	<b>NONE</b>	<b>Drawing date:</b>	<b>NONE</b>

Applied Heat Transfer, Inc is pleased to quote the following equipment for your consideration on the above referenced project.

PRODUCT NAME	TAG	DESCRIPTION	QTY	SELL PRICE
		<b>DUPLEX SUMP PUMP PACKAGE</b>		
WEIL		300 GPM AT 15 FT, 3 HP, 208/3/60	2	
		2613-4 SUBMERSIBLE QUICK REMOVAL	1	
		DISCHARGE ELBOW	2	
		SLIDING BRACKET	2	
		FLAT GUIDE PIPE BRACKET	2	
		MOUNTING PLATE	1	
		4 IN. DISCHARGE FLANGE KITS	1	
		<b>2616-4 ONE ISOLATION &amp; TWO CHECK VALVE KIT</b>	1	
		8194P DUPLEX PLC PANEL DUAL POWER FEEDS	1	
		8262 LEVEL TRANSDUCER W/ TWO BACK-UP FLOAT	1	
		1" MOUNTING PIPE	1	
		CONCRETE PIT BY OTHERS		
		FLUSH VALVE	1	
		1.5 YR PARTS ONLY WARRANTY		
		4 WK LEAD TIME		
		START-UP		
		<b>DUPLEX SUMP PUMP PACKAGE</b>		
WEIL		300 GPM AT 15 FT, 3 HP, 208/3/60	2	
		2613-4 SUBMERSIBLE QUICK REMOVAL	1	
		DISCHARGE ELBOW	2	
		SLIDING BRACKET	2	
		FLAT GUIDE PIPE BRACKET	2	
		MOUNTING PLATE	1	
		4 IN. DISCHARGE FLANGE KITS	1	
		<b>2616-4 ONE ISOLATION &amp; TWO CHECK VALVE KIT</b>	1	





**APPLIED HEAT TRANSFER**

# SUBMITTAL

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		8194P DUPLEX PLC PANEL DUAL POWER FEEDS	1	
		8262 LEVEL TRANSDUCER W/ TWO BACK-UP FLOAT	1	
		1" MOUNTING PIPE		
		CONCRETE PIT BY OTHERS		
		FLUSH VALVE	1	
		1.5 YR PARTS ONLY WARRANTY		
		4 WK LEAD TIME		
		START-UP		
		<b>DUPLEX SUMP PUMP PACKAGE</b>	1	
WEIL		300 GPM AT 15 FT, 3 HP, 208/3/60	2	
		2613-4 SUBMERSIBLE QUICK REMOVAL	1	
		DISCHARGE ELBOW	2	
		SLIDING BRACKET	2	
		FLAT GUIDE PIPE BRACKET	2	
		MOUNTING PLATE	1	
		4 IN. DISCHARGE FLANGE KITS	1	
		<b>2616-4 ONE ISOLATION &amp; TWO CHECK VALVE KIT</b>	1	
		8194P DUPLEX PLC PANEL DUAL POWER FEEDS	1	
		8262 LEVEL TRANSDUCER W/ TWO BACK-UP FLOAT	1	
		1" MOUNTING PIPE	1	
		CONCRETE PIT BY OTHERS		
		FLUSH VALVE	1	
		1.5 YR PARTS ONLY WARRANTY		
		4 WK LEAD TIME		
		START-UP		

# WEIL



## 4-Inch Submersible Wastewater Pump

# 2519

Heavy duty pump for commercial and industrial applications  
Pump clear water, gray water, effluent and wastewater with solids up to 3-mch diameter

Disch. Size 4 Inch  
Disch. Type ANSI  
Solids Max. 3 Inch  
Mounting Style 2613 Removal

### Pump

Case - Cast Iron  
Impeller - Cast Iron  
Stainless Steel Hardware

### Motor

#### Double Seal - Tandem

- Upper - Carbon against Ceramic
- Lower - Silicon Carbide against Silicon Carbide

#### Air-Filled Hermetically Sealed

Shaft - Stainless Steel Series 300

Motor Shell - Cast Iron

Insulation - Class F

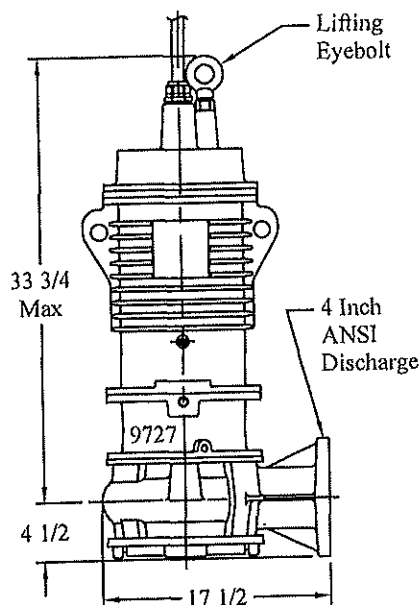
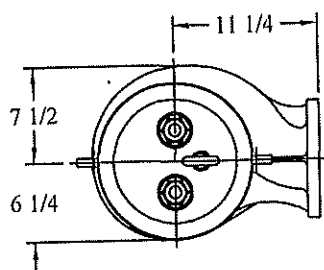
Ball Bearings - 2 - Double Sealed

Power Cable Length - 25 ft

Three-phase motor

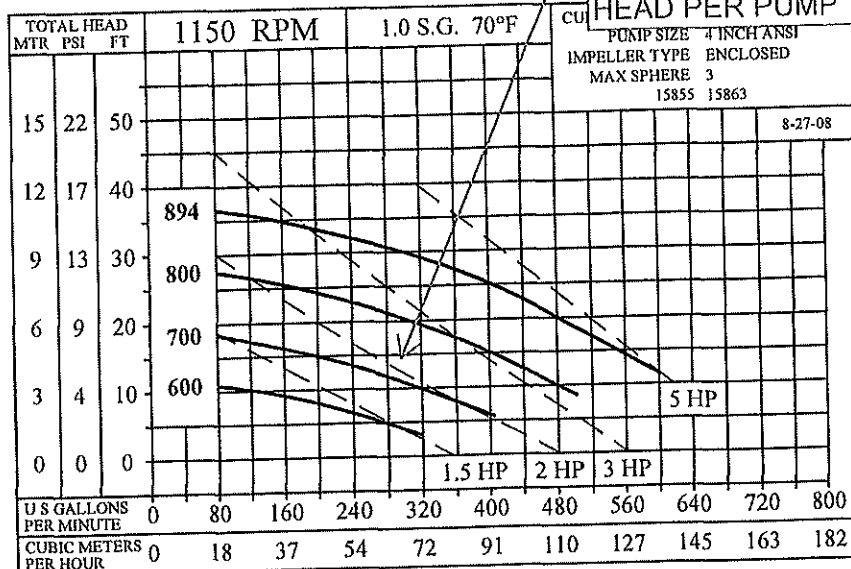
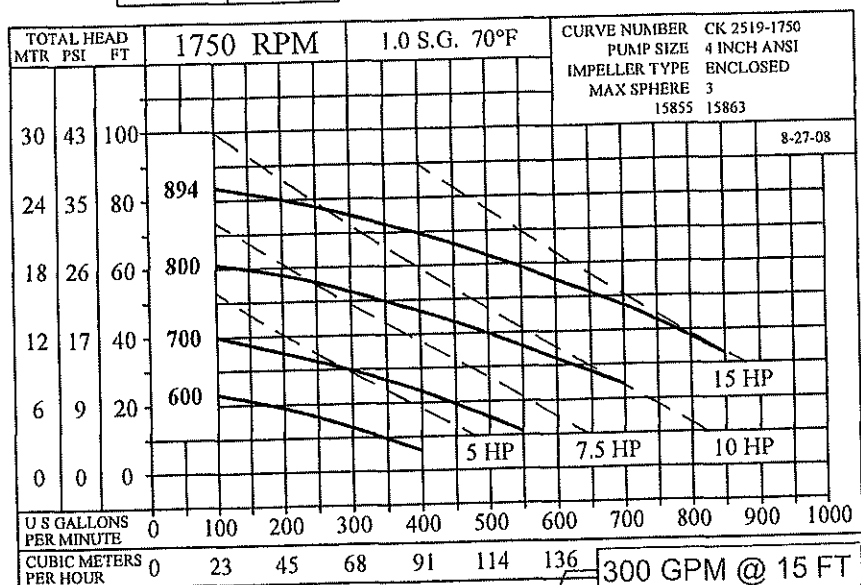
- 1150 and 1750 RPM
- 60 Hz, 208-230 or 460 volts

THREE DUPLEX SUMP PUMP SYSTEMS  
SIX PUMPS TOTAL (2 PER PIT)



Flow - To prevent solids from settling out	
Discharge Pipe Size Dia Inches	Minimum Flow GPM
3	50
4	90
6	200

Capacities - Wet Wells		
Dia or Side Inches	Gallons per Foot of Depth	
	Round	Square
48	94	120
60	147	187
72	212	269



SN-2519-A-2



Replaces SN-2519, July 1, 2015

SN-2519

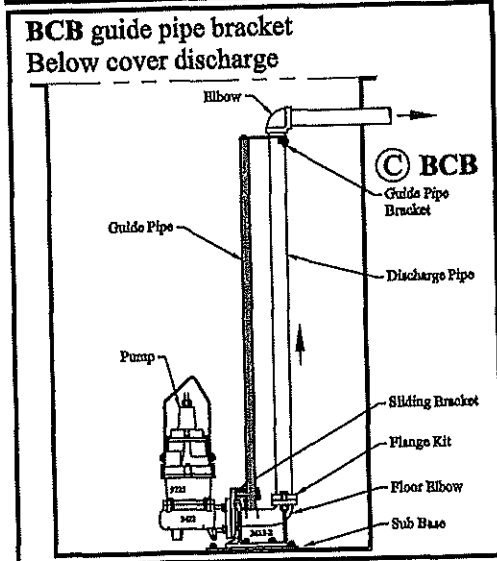
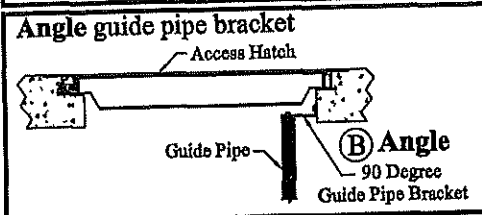
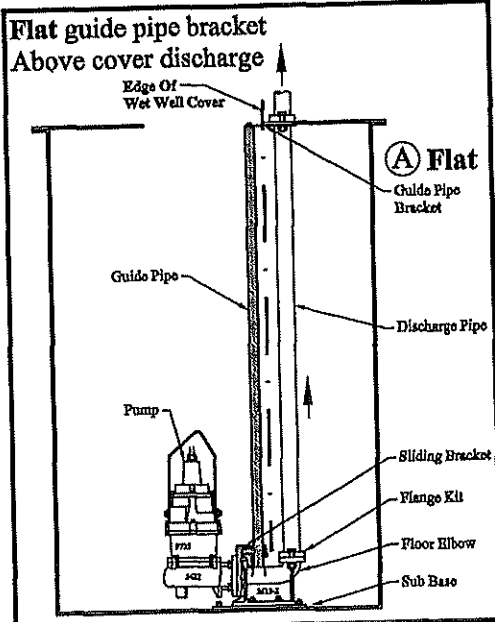
JANUARY 1, 2019

# 2519

# WEIL

## 4 Inch Removal System

# 2613-4



### Discharge Flange Kit - For Floor Elbow

Includes - Flange, Gasket and Hardware  
Weil = 2 bolt oval configuration

Order Number	Pipe Type	Flange Type
2613K204	Plain End	Weil
2613K104	Threaded	Weil
2613K106	Threaded	ANSI

### Intermediate Guide Pipe Bracket:

205.666.001 Intermediate Guide Pipe Bracket

### System Includes:

- Discharge Floor Elbow - one
- Sliding Bracket - one
  - Iron or Bronze for use with Explosion Proof Motor
- Guide Pipe Bracket - one
  - (A) - Flat (cover mount) - bolts to wet well cover or
  - (B) - Angle 90° (side mount) - bolts to vertical side wall or
  - (C) - BCB Bracket - Duplex or Simplex mounts to discharge pipe(s) - see pg 2 diagrams

### Not Included:

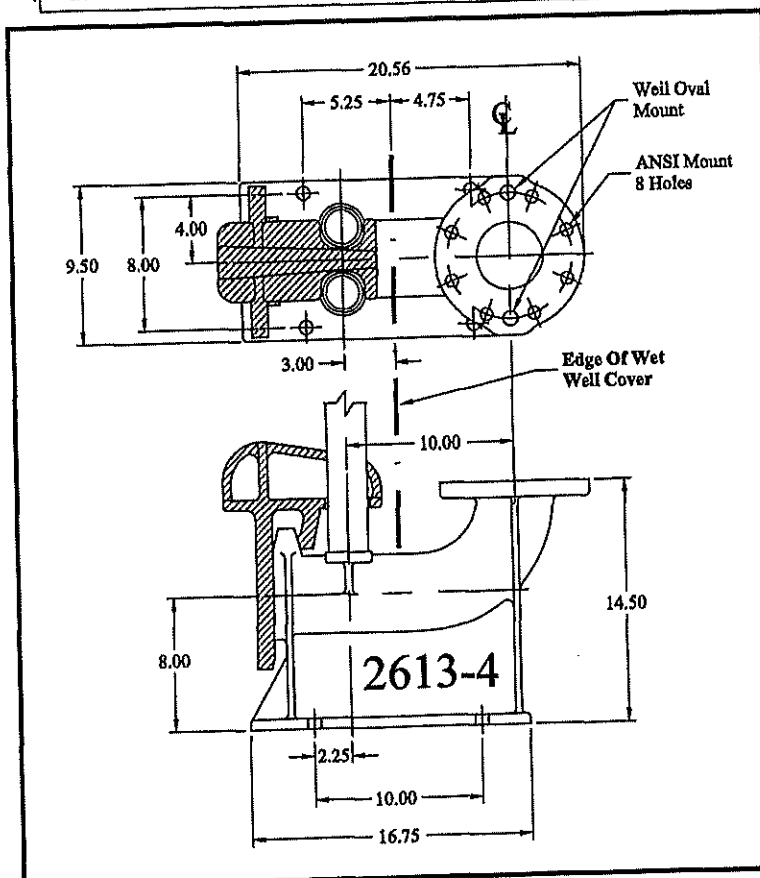
- Discharge Pipe, Guide Pipe - 2 inch schedule 40 & Flange Kit

### Options:

- Discharge Flange Kit for Floor Elbow
- Intermediate Guide Pipe Bracket
- Sub Base for Floor Elbow
- Level Control Lifting Assembly for BCB Duplex Bracket

### Removal System:

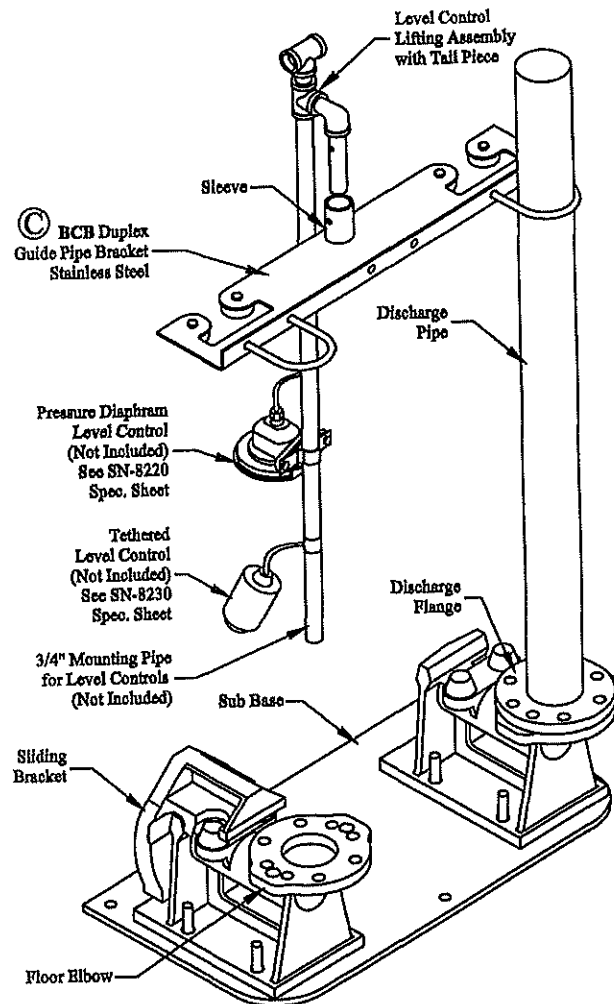
Simplex				
Order Number	Sliding Bracket	Guide Pipe Bracket	Mount Type	Wt Lbs
2613K1023	Iron	Flat	Cover	138
2613K5011	Iron	Angle	Side	138
2613K2023	Bronze	Flat	Cover	138
2613K6034	Bronze	Angle	Side	138
2613K3023	Iron	BCB	Pipe	138
2613K4023	Bronze	BCB	Pipe	138
Duplex - BCB System				
Order Number	Sliding Bracket	Guide Pipe Bracket	Mount Type	Wt Lbs
2613K7023	Iron	BCB	Pipe	276
2613K7033	Bronze	BCB	Pipe	276



FEBRUARY 1, 2015  
Repl. April 15, 2013

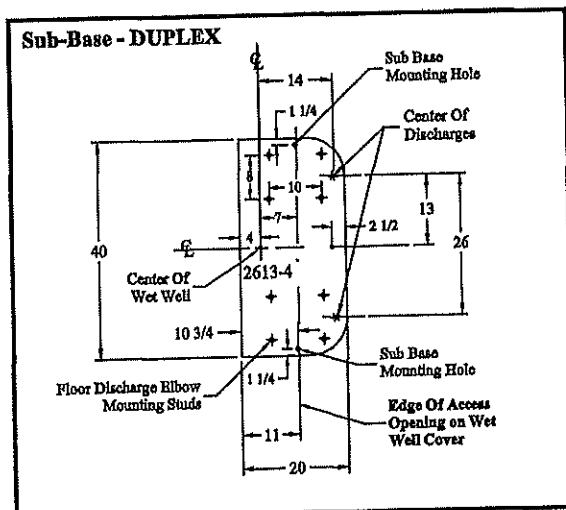
# 2613-4

### BCB - Duplex



### Sub Base for Simplex/Duplex Installations

Steel galvanized sub base with stainless steel studs is used to locate and install the 2613 discharge floor elbows in a wet well. Mounting locations match standard Weil 8804/8815 wet well covers. Three 9/16 holes for bolting to the wet well floor. Waterproof adhesive 3M Marine 5200 could be used instead of bolting.



Order Number	Style	Stud Size	Pump Size	Min. Wet Well Diameter
2613K604	Simplex	5/8"	7" case	30"
			9" case	42"
			12" case	48"
2613K503	Duplex	5/8"	7" case	48"
			9" case	54"
			12" case	60"

### Level Control Lifting Assembly (Duplex BCB systems only)

Does not include level control switches or mounting pipe.  
See SN-8220 and SN-8230

Order Number	Level Control Lifting Assembly with Tailpiece
2613K801	

# WEIL

## Duplex Wastewater Valve Assembly 2616-4

### 4-Inch ANSI - 4-Inch Solids

The 2616-4 Valve Assembly has the check valve and isolation valve requirements for a duplex pumping system combined into one unit.

The 2616-4 cast iron assembly consists of two check valves and one four-way isolation valve.

The check valve ball is ground to close spherical tolerances which assures positive sealing at low back pressures.

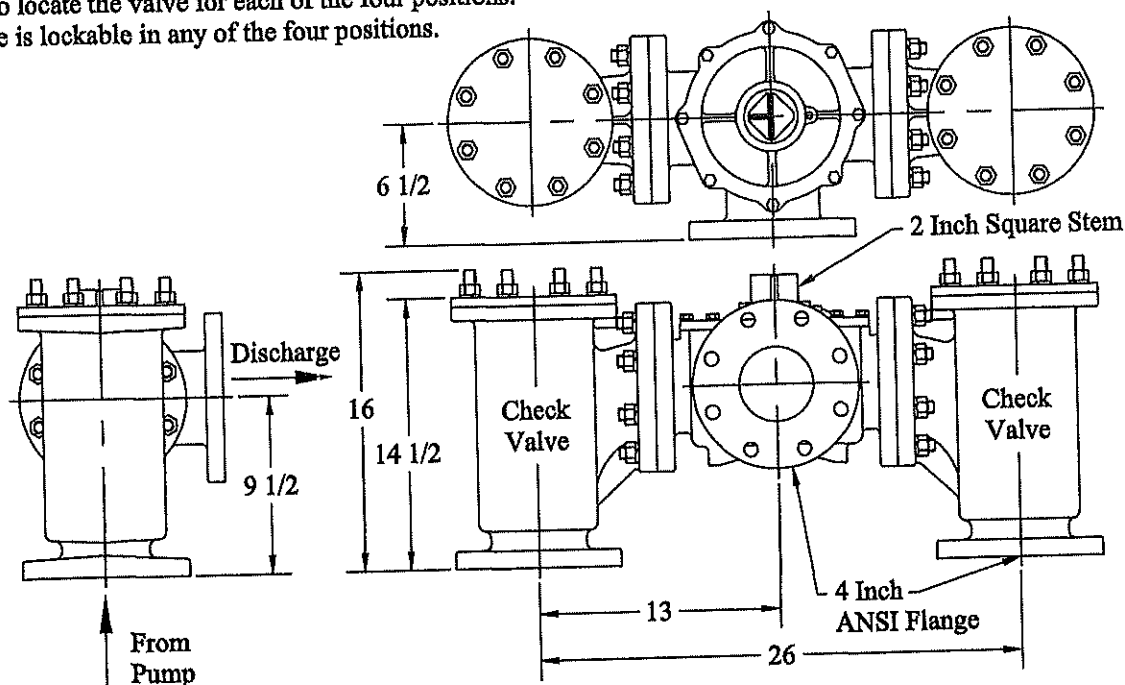
The low friction, easy to operate four-way valve is marked to locate the valve for each of the four positions. The valve is lockable in any of the four positions.

The assembly has standard ANSI B61 iron 125 PSI flanges and standard 26-inch spacing.

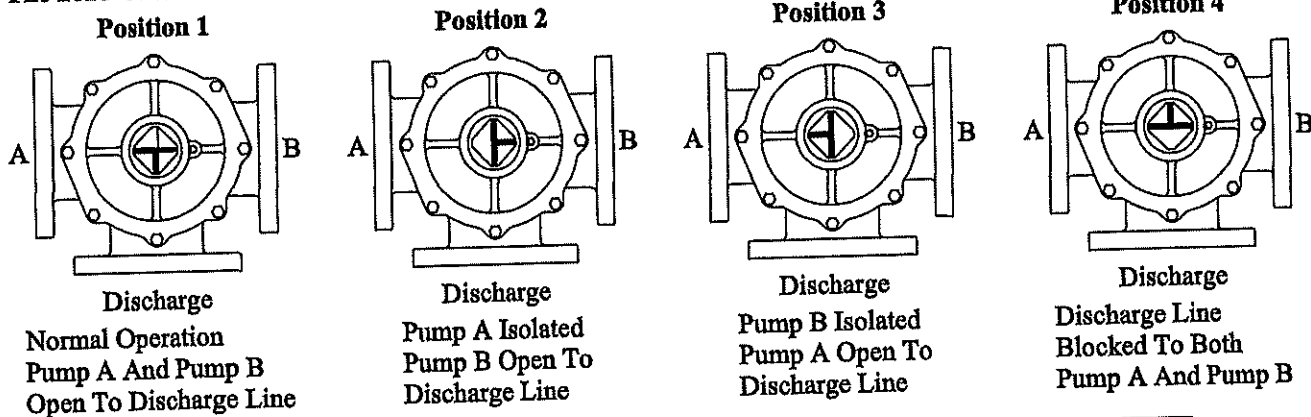
Use with submersible pumps and 2613 Removal System.

#### 2616-4 Includes

- 2 - 90 degree Ball Check Valves
- 1 - 4-way Isolation Valve
- 1 - Lockable Handle



The 2616-4 Isolation Valve has four positions:



Model	Disch.	Disch. Mount	Wt. Lbs.
2616K1023	4-Inch	90 degrees	385

SN-2616-4-A

X

Replaces SN-2616, Sept 1, 2003

SN-2616-4

JANUARY 16, 2008

2616-4

# WEIL

## Duplex Wastewater Valve Assembly 4-Inch ANSI - 4-Inch Solids

### 2616-4

In a typical duplex wastewater discharge piping arrangement the 2616 assembly replaces the following components:

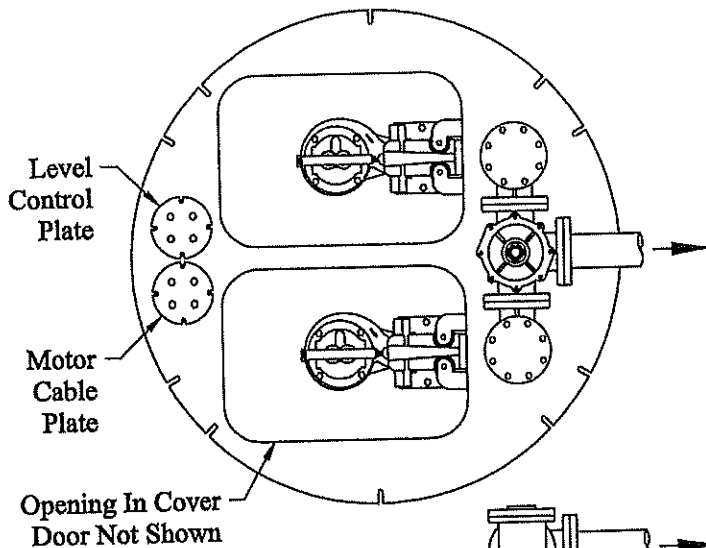
- \* 4 Elbows
- \* 1 Tee
- \* 2 Check Valves
- \* 2 or 3 Isolation Valves

A valve box compartment could be eliminated when the discharge is below cover.

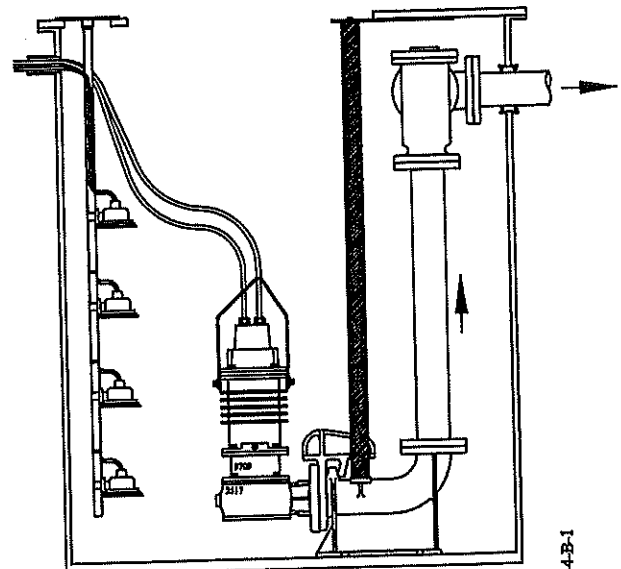
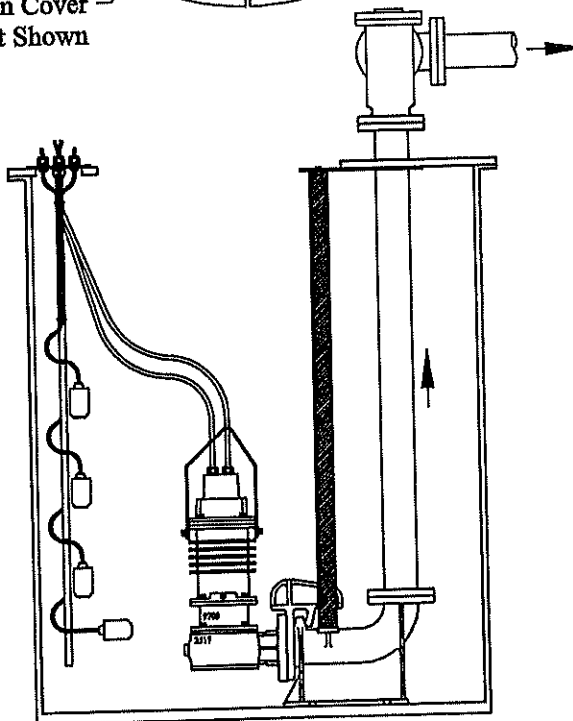
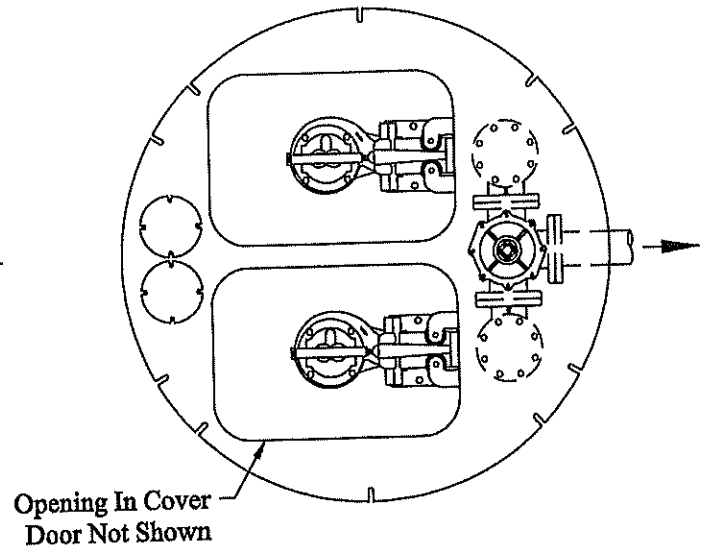
Field installation cost is greatly reduced. Space requirements are the same as two elbows and one tee.

Install check valves upright.  
Isolation valve may be rotated for discharge position.

**Above Cover Discharge**



**Below Cover Discharge**



# 2616-4

SN-2616-4-2

JANUARY 16, 2008

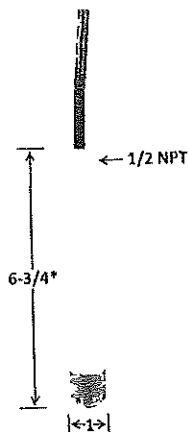
SN-2616-4-B-1

**Overview**

Compact & Ruggedly designed level transmitters for industrial and commercial wastewater applications. Manufactured for years of trouble free service in the harshest environments.

**Level Transmitter**

**Applications Include:** Sump, ground water, water tanks, and general clear water duty

**8262K1010 Standard Features Include:**

- 316 Stainless Steel Housing
- 20 ft polyurethane cable
- Piezoresistive Sensing Element
- Temperature Limit: 150° F (66° C)
- Max Pit Depth: 23 ft
- PVC Bullet Nose
- Power Requirement: 13-30V DC

Order Number	Cable Length
8262K1010A-20	20
8262K1010A-40	40
8262K1010A-60	60
8262K1010A-80	80
8262K1010A-100	100

**8262K1020 Includes features above plus:**

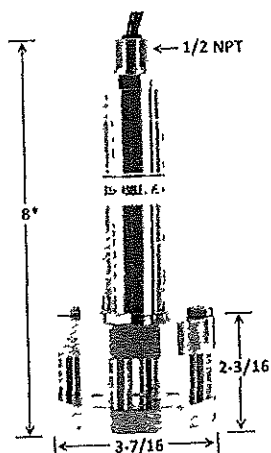
- UL approved intrinsically safe
- Temperature Limit: 176° F (80° C)
- Power Requirement: 10-28V DC
- \*Length: 7

Order Number	Cable Length
8262K1020A-20	20
8262K1020A-40	40
8262K1020A-60	60
8262K1020A-80	80
8262K1020A-100	100

**Notes:** Can be mounted to a pipe and/or suspended from wet well cover

**Level Transmitter with Base**

**Applications Include:** Sewage, sump, slurry, and general wastewater

**8262K2010 Standard Features Include:**

- 316 Stainless Steel Housing
- 20 ft polyurethane cable
- Piezoresistive Sensing Element
- Temperature Limit: 200° F (93° C)
- Max Pit Depth: 23 ft
- Sturdy base for wet well floor placement
- Power Requirement: 13-30V DC

Order Number	Cable Length
8262K2010A-20	20
8262K2010A-40	40
8262K2010A-60	60
8262K2010A-80	80
8262K2010A-100	100

**8262K2020 Includes features above plus:**

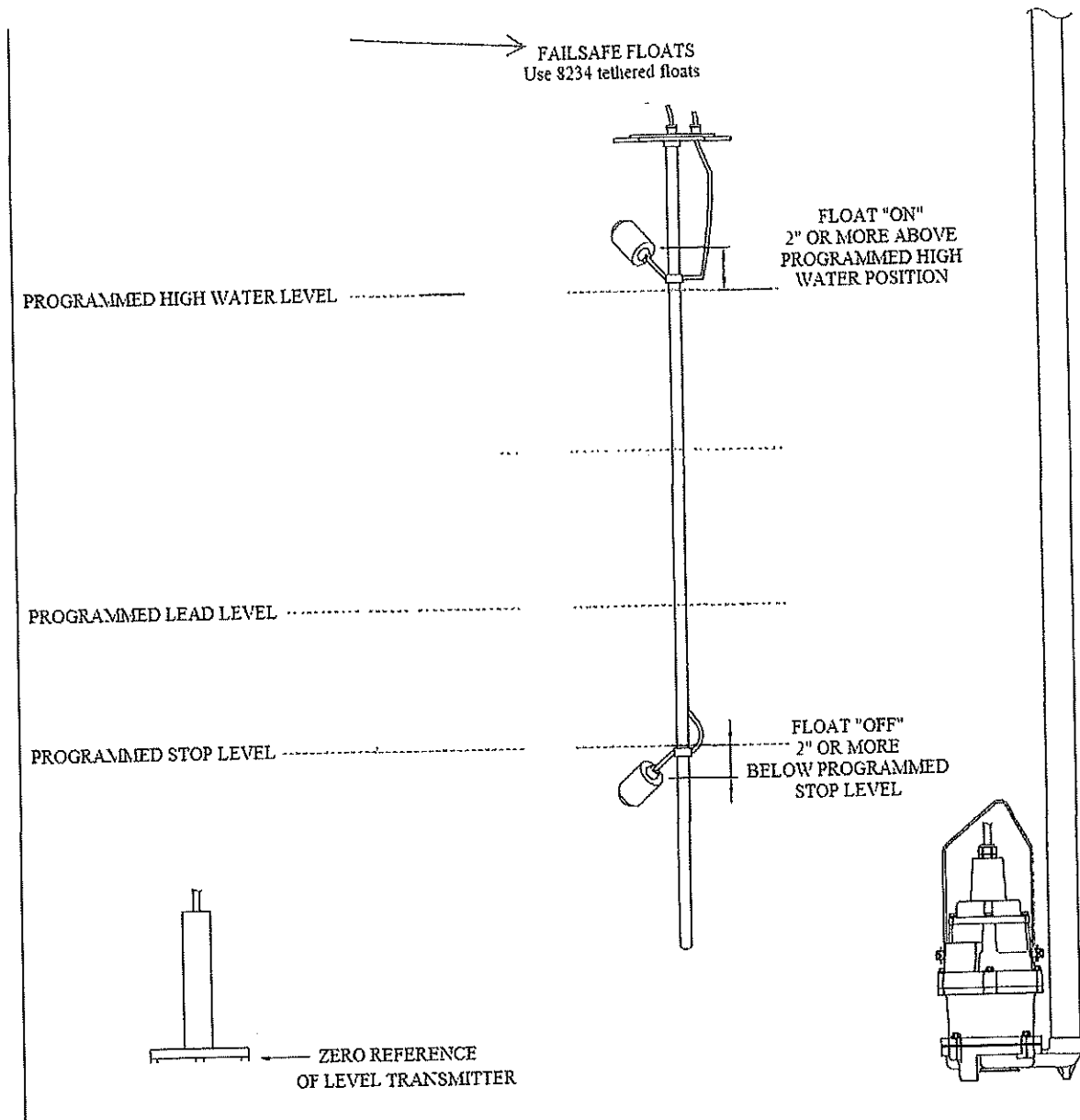
- UL approved intrinsically safe
- Temperature Limit: 176° F (80° C)
- Power Requirement: 10-28V DC
- \*Length: 8-3/32

Order Number	Cable Length
8262K2020A-20	20
8262K2020A-40	40
8262K2020A-60	60
8262K2020A-80	80
8262K2020A-100	100

**Notes:** Can be mounted to a pipe, suspended from wet well cover or positioned on basin floor



## 10 Failsafe float positioning



# FLUSH VALVES (3 INCLUDED)

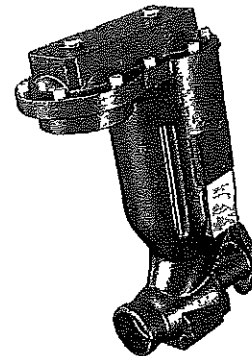
Data sheet  
WEIL FGX 40



## General features

Flushing valve constructed in cast iron, to be installed directly on the pump discharge pipe by means of a threaded coupling. This type of valve operates on the "Venturi" principle and does not require an electricity supply. A regulator allows the valve closure time to be set between 10 and 400 seconds, depending on pit size, pump power or the amount of sediment to be shifted.

- Cast iron body
- Epoxy paint for sea-water thickness 200 micron
- Hard-wearing low-noise rubber balls
- Connection to system by means of a diamond-shaped flange compatible with competitor models, or with a 1½" GAS threaded connection
- Closure time setting from 10 to 400 seconds
- Adjustable-direct to jet

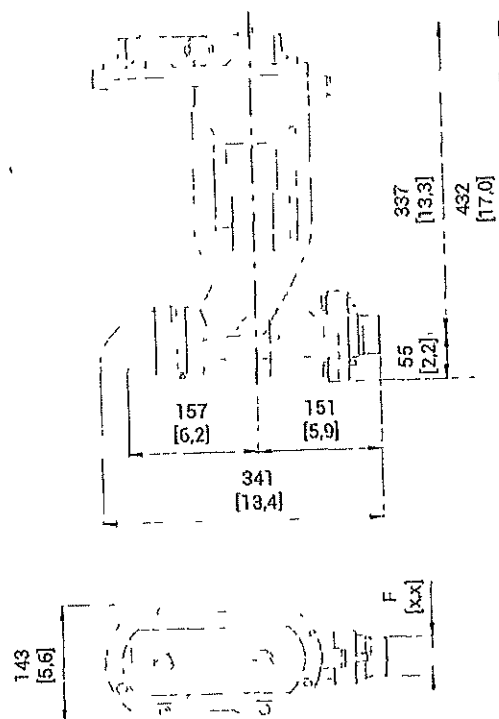


All product images are indicative only

## Accessory code

9004.001

## Dimensional drawing



## Technical characteristics

Inlet:	GAS 1½"
Weight:	35 lbs

# WEIL

## PLC Duplex Pump Control Panel

# 8194

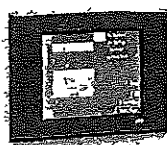
Duplex

Color Touchscreen

4X FRP Enclosure – U/L Label

### PLC Panel Features

- The 8194 PLC panel controls two pumps
- It is a deluxe, full featured panel that includes motor overload protection, a thru-the-door disconnect, general alarm dome light, and horn.
- The PLC features include color touchscreen and BMS communication via Modbus and isolated contacts
- Provides pump alternation
- The fiberglass reinforced polyester enclosure is rated Type 4X and provides protection against falling dirt, rain, sleet, snow, wind-blown dust, splashing water, hose-directed water and corrosion. Can be used where Type 1, 3, 3R, 4, 4X and 12 enclosures are specified.
- Enclosure Size – 20H x 16W x 8D
- Panel can operate on 50-60 Hertz power
- Level controls (Not Included) – use Tethered Floats or 8262 Level Transmitters
- Float fault detection for Tethered or Pressure Diaphragm floats
- The pressure transducer could be backed up with floats for fail safe operation



### PLC Panel Includes

- U/L Listed Label
- PLC with color touch screen
- Modbus communication
- Isolated contacts for high water, pump on, and motor overload
- Power supply for control circuit Transient surge voltage protection. Accepts a wide input voltage range.
- Four modes of pump operation:
  - Auto – Pump(s) cycle on and off via fluid level controls
  - Off – Turn pump(s) off.
  - Hand – Turn pump(s) on to drain a pit to stop level
  - Test – Momentarily turn on pump(s)
- Hour meter(s) – one per pump, re-settable
- Preventative Maintenance reminder
- Exercise feature – provides a brief run cycle for prolonged idle pumps
- One lockable panel disconnect, through-the-door with door interlock. The mechanical interlock prevents the door from being opened when the disconnect is in the ON position (Lock NOT included)
- Padlocking hasp on outer door (Padlock NOT included)
- Lockable pump disconnect(s). One for each motor (Lock NOT included)
- Motor overload protection – one per pump. Ambient compensated bi-metallic, (class 10), motor overload circuit protection. Instantaneous magnetic trip for short circuit protection. Single-phase protection for three-phase motors. Field adjustable within the full load amp range.
- Alternation, to optimize pump run times
- High water alarm, 95 dB horn with silence button on touchscreen
- General alarm feature with dome light and horn. General alarms include: overload, float fault, and high water
- Control terminal board numbered and wired
- Layout and schematic CAD diagrams are provided. Installer connections at terminal board are clearly marked.
- Failsafe On/Off Circuit (requires 2 floats)

### PLC Displays

- Current Transducer provides pump run status and amperage draw
- High water alarm and general alarm indication
- Pump(s) status icons for Off, Run and Disabled.
- Sump Tank level bar graph
- Lead pump display. Next pump to start on sequence alternation.
- Alarm history is date and time stamped
- Alarms have self-help diagnostics to assist fault troubleshooting

### Options

- Moisture sensor, temp limiter – includes isolated contacts (see below)
- ISR circuit for level control switches and MS/TL circuit (see below)
- Soft start (may require larger enclosure)
- Space Heater
- Bacnet communication (through gateway)
- Alternate enclosure styles including
  - Type 1, 4, 4DDDF – Steel
  - Type 4X, 4XDDDF – 304 Stainless Steel

#### Control Panel Selection Guide

- Determine Phase and Voltage
- Determine rated motor amps

Motor Protector Amp Range	Order Number		
	Single Phase 115 Volts	Single Phase 208 or 230 Volts	Three Phase 208, 230, 460 Volts
1.0 - 1.6	8194-L-016	8194-D-016	8194-T-016
1.6 - 2.5	8194-L-025	8194-D-025	8194-T-025
2.5 - 4.0	8194-L-040	8194-D-040	8194-T-040
4.0 - 6.3	8194-L-063	8194-D-063	8194-T-063
6.3 - 10.0	8194-L-100	8194-D-100	8194-T-100
10.0 - 16.0	8194-L-160	8194-D-160	8194-T-160
16.0 - 20.0	8194-L-200	8194-D-200	8194-T-200
20.0 - 25.0	8194-L-250	8194-D-250	8194-T-250
25.0 - 32.0	- -	- -	8194-T-320*
32.0 - 40.0	- -	- -	8194-T-400*
40.0 - 50.0	- -	- -	8194-T-500*

\*Larger Enclosure Required

- - Contact Factory for Pricing

### Options

**8100K7342D** moisture sensor/temperature limiter feature for duplex pumps with standard or explosion proof motor construction – audible and visual alarm with on screen fault indication

- Moisture sensor circuit can be set by user to either, alarm only or alarm plus pump shutdown
- Temp limiter circuit shuts pump down when over-temperature is sensed. The temp limiters automatically reset when the motor temperature returns to normal operating range.

**8100K7352D** same as 8100K7342D above plus Intrinsically Safe Relay (ISR) level control circuit option

- Use with 8234 tethered float switches (cannot be used with 8223 pressure diaphragm switches)
- Low voltage (DC) supply in compliance UL 698/913 requirements
- Larger panel enclosure
- Moisture sensor is a shutdown circuit that resets when fault is corrected

**How to order:** Specify the order number, system voltage and phase, pump motor HP, and any options

F.O.B. Cedarburg (Milwaukee), Wisconsin

X

Replaces July 15, 2015

SN-8194

FEBRUARY 1, 2019

# 8194

61

## COOPERATION AGREEMENT

**THIS COOPERATION AGREEMENT** (this "Agreement"), made as of the day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the **GLEN COVE HOUSING AUTHORITY**, a municipal housing authority organized and existing under the laws of the State of New York having its offices located at 140 Glen Cove Avenue, Glen Cove, New York 11542 (the "PHA"), and the **CITY OF GLEN COVE**, a municipal corporation having its offices at 9 Glen Street, Glen Cove, New York 11542 (the "City"). The PHA and the City are sometimes referred to individually herein as a "Party" and, collectively, as the "Parties".

### WITNESSETH:

**WHEREAS**, the PHA is a Municipal Public Housing Authority established pursuant to Section 444 of the New York Public Housing Law ("PHL") to provide low-rent housing for qualified individuals in accordance with federal and state law; and

**WHEREAS**, in order to carry out its purposes, the PHA is vested with broad powers pursuant to the PHL, including the authority to acquire, hold, and dispose of real and personal property, borrow money and issue bonds, enter into contracts and leases, and to generally do all things necessary or convenient to carry out its powers; and

**WHEREAS**, the PHA owns certain real property in the City of Glen Cove, County of Nassau located at 1-48 Kennedy Heights, 140 Glen Cove Avenue, 1-8 Mason Drive and 6,8,10, 12 and 14 Butler Street in Glen Cove, NY 11542 identified on the City of Glen Cove Assessment Roll and the Nassau County Tax Map as Section 21, Block 256, Lot 62;; Section 21, Block 256, Lot 100; and Section 23, Block 12, Lot 12, together and collectively the "Project Site"); and

**WHEREAS**, pursuant to Sections 3 and 52 of the PHL, the Project Site, as property of the PHA, is "a federal project" and exempt from any and all local and municipal taxes as a matter of law; and

**WHEREAS**, the City and the PHA have recognized the need to rehabilitate the existing affordable housing on the Project Site; and

**WHEREAS**, pursuant to the Rental Assistance Demonstration program ("RAD") as promulgated by the United States Department of Housing and Urban Development ("HUD"), specifically the RAD Section 18 Small PHA Blend for any PHA with 250 or fewer public housing units, the PHA intends to convert its existing housing portfolio located on the Project Site from HUD Section 9 public housing to HUD Section 8 housing (the "Project Facility", and together with the Project Site and all buildings, structures, and all ancillary and additional improvements located thereon, hereinafter collectively referred to as the "Project"); and

**WHEREAS**, the Parties acknowledge and agree that, pursuant to Section 52 of the PHL, the Project, as property of the PHA, is and shall remain exempt from any and all local and municipal taxes to the fullest extent provided by law; and

**WHEREAS**, by Resolution \_\_\_\_\_ dated \_\_\_\_\_ 2022, the City has recognized that the Project is entitled to exemption from all local and municipal taxes, including school taxes; and

**WHEREAS**, consistent with the foregoing, the Parties have agreed to enter into this Cooperation Agreement with respect to the Project, whereby the Parties acknowledge and agree that the Project shall receive the exemptions provided and authorized by Section 52 of the PHL.

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein, and in order to set in writing the terms of their agreement, the Parties do mutually covenant and agree as follows:

1. The Recitals are incorporated herein as if fully set forth below and are made a material part of this Agreement.

2. For the purposes of this Agreement, the following defined terms shall have the meanings set forth opposite each defined term:

(a) "Calendar Year" shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31;

(b) "Exemption Commencement Date" shall mean the first applicable Taxable Status Date following the Effective Date; and

(c) "Taxable Status Date" shall mean May 1st of each Calendar Year.

3. The Parties acknowledge and agree that the Project is currently exempt upon the assessment rolls of the City pursuant to Section 52 of the PI IL, and the PHA is obligated to make certain payments in lieu of taxes to the City pursuant to a certain Cooperation Agreement with the City (the "Prior Agreement"). Provided the City maintains the Project as exempt on the assessment rolls of the City, and the PHA remains in title to the Project property, commencing as of the Effective Date and continuing until the Exemption Commencement Date, the PHA shall pay to the City such amounts which otherwise would have been due under the Prior Agreement, at such times and in such manner as required by the Prior Agreement. Upon the PHA's conversion of its public housing units to HUD Section 8 project-based vouchers, the parties will replace the Prior Agreement and PILOT Payments (as hereinafter defined) as set forth in this Agreement.

4. Consistent with and pursuant to Section 52 of PHL, the Parties acknowledge that the Project shall, during the Term of this Agreement (as hereinafter defined), be assessed by the City as exempt upon the assessment rolls of the City prepared subsequent to the Effective Date of this Agreement, provided the PHA remains in title to the Project property, and no ad valorem taxes, special district or improvement district ad valorem assessments, or payments in lieu thereof, shall be assessed against the Project (the "Exemption").

5. The Parties intend the payment terms in this Agreement to be the same as those set forth in the Prior Agreement. Accordingly, for so long as the Exemption is not terminated or withdrawn by the City and the Project remains in title to the PHA and is used for the purposes of

public and affordable housing, the PHA shall pay annually to the City as payments in lieu of taxes the following amounts subject to the terms and conditions hereof:

(a) Commencing in the first full Calendar Year following the Exemption Commencement Date and continuing each Calendar Year thereafter throughout the Term hereof, the PHA shall pay to the City, on or before January 1 of each year, payments in lieu of taxes and special assessments ("PILOT Payments") an amount equal to the current 2022 calendar year PILOT payment of \$56,308.12, increased annually by two (2%) percent of the previous year's PILOT. Payments made in any given Calendar Year shall apply to the then current tax year of each Taxing Entity (as hereinafter defined).

(b) PILOT Payments may be apportioned by the City, in the City's sole discretion, among the various taxing entities having jurisdiction over the Project, including, without limitation, any county, city, school district or other political unit or units wherein the Project is located (each a "Taxing Entity", and collectively, the "Taxing Entities") in such proportions as may be determined by the City, in the City's sole discretion.

(c) The City agrees to provide the PHA and the Project all police services, fire services and non-bulk household residential garbage pick-up services provided by the City to any residential and commercial properties within the City and such other services provided to said properties that may be agreed upon.

(d) Any ad valorem special improvement district charges, special district charges or special assessments the PHA shall be required to make to any existing or newly formed special districts or special improvement districts for services or projects shall be credited against the PILOT Payments to be made hereunder. Any such credit shall be applied on the date which the PILOT Payment is due under this Agreement in the same Calendar Year in which any such special district or special improvement district charge is paid by the PHA.

6. If the PHA violates any provision of this Agreement, and such violation is not cured by the next Taxable Status Date, the City may terminate this Agreement after thirty (30) days' notice to the PHA of such intent to terminate; provided, however that if such violation cannot reasonably be cured by the next Taxable Status Date, then the PHA shall not be deemed to be in default if it shall commence such performance prior to such Taxable Status Date and thereafter diligently prosecutes the same to completion.

7. The PHA shall have all of the rights and remedies of a taxpayer with respect to any PILOT Payment, tax, service charge, special benefit, ad valorem levy, assessment, special assessment or service charge which the PHA is obligated to pay pursuant to this Agreement.

8. The PHA shall have all of the rights and remedies of a taxpayer with respect to any tentative or final assessment, change in assessment or denial or revocation of the Exemption, either in part or in whole, with respect to the Project by the City or other Taxing Entity having jurisdiction over the Project and likewise shall be entitled to protest before and be heard by the appropriate Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment, the

validity or amount of any tax equivalent provided for herein or the denial or revocation of the Exemption, either in part or in whole.

9. The term of this Agreement (the "Term") shall commence on the Exemption Commencement Date and shall continue for a period of thirty-five (35) years thereafter, unless otherwise terminated as provided herein. Upon mutual consent of the Parties the Agreement may be renewed for an additional thirty-five (35) years.

10. In the event this Agreement is terminated or the Project is declared to be subject to taxation, in whole or in part, by the Assessor or Board of Assessment Review of the City, an amendment to present law, resolution of the City or other legislative change, final judgment of a court of competent jurisdiction or any such other means, then the obligations of the PHA hereunder shall be null and void, including, without limitation, the payment of any PILOT Payments due hereunder.

11. If PILOT Payments are not made as provided herein, the City shall be entitled to pursue any and all remedies afforded to it at law or in equity.

12. Any notices made pursuant to or required under this Agreement will be in writing and will be served by personal delivery, or by prepaid, express mail (next day) via a nationally known courier service, or by prepaid, registered or certified mail, addressed to the respective parties at their addresses set forth below. Any such notice will be deemed to be given and effective: (i) if personally delivered, then on the date of such delivery; (ii) if sent via express mail (next day) then one (1) business day after the date such notice is sent; or (iii) if sent by registered or certified mail, then three (3) business days following the date such notice is deposited in the United States mail addressed as aforesaid. For purposes of this Agreement, "business day" shall be deemed to mean a day of the week other than a Saturday or Sunday or other holiday recognized by banking institutions of the State of New York. Copies of all notices shall be sent to the following:

If to the PHA:

Glen Cove Housing Authority  
140 Glen Cove Avenue  
Glen Cove, New York 11542  
Attn: Executive Director

With a copy to:

Taranto & Taranto, P.C.  
3 School Street, Suite 206  
Glen Cove, New York 11542  
Attn: Vincent P. Taranto, Esq.

If to the City:

City of Glen Cove  
9-13 Glen Street  
Glen Cove, New York 11542  
Attn: City Attorney



13. As of the Exemption Commencement Date, no Cooperation Agreement heretofore entered into between the City and the PHA shall be construed to apply to any Project or portion thereof covered by this Agreement.

14. This Cooperation Agreement may not be assigned by either Party, except the PHA shall have the right to assign it to a subsequent Lessee(s) or Owner(s) of the Project, which is/are exempt from any and all local and municipal taxes under State or Federal Law and provided the Project continues to be utilized as public and affordable housing facilities for persons of low income.

15. This Agreement shall inure to the benefit of, and shall be binding upon, the PHA and the City, and their respective successors and assigns, including, without limitation, subsequent Lessees or Owner(s) of the Project as provided herein.

16. This Agreement is intended by the Parties as the final, complete, and exclusive statement of the transactions evidenced by this Agreement. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be superseded by this Agreement, and no Party is relying on any promise, agreement, or understanding not set forth in this Agreement. This Agreement may not be amended or modified except by a written instrument describing such amendment or modification executed by the Parties.

17. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

18. This Agreement will be construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of laws or choice of law rules to the contrary.

19. The Parties acknowledge and agree that the Prior Agreement shall terminate as of the Exemption Commencement Date and thereafter shall be null and void and of no further force and effect.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**GLEN COVE HOUSING AUTHORITY**

By: Eric Wingate  
Title: Executive Director

**CITY OF GLEN COVE**

By: PAMELA PANZENBECK  
Title: Mayor

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

On the day of 28<sup>th</sup> of July in the year 2022, before me, the undersigned, personally appeared ERIC WINGATE, the Executive Director of the Glen Cove Housing Authority, a New York municipal housing authority, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

VINCENT KEITH TARANTO  
Notary Public, State of New York  
No. 02TAG103904  
Qualified in Nassau County  
Commission Expires January 12, 2024

On the day of \_\_\_\_\_ in the year 2022, before me, the undersigned, personally appeared PAMELA PANZENBECK, Mayor of the City of Glen Cove, a New York municipal corporation, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**LiRo Engineers, Inc.**

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

August 10, 2022

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

Re: Engineering Services for the Construction Phase of the 2021 Road Program  
Addendum No. 1

Dear Mr. Saulino:

We are requesting an increase of engineering fees for our existing road improvement project referenced above. As indicated in our last invoice with time to 6/3/22, we have expensed \$123,037.23 of our approved \$123,250.00 budget. Our total costs to 8/10/22 amount to approximately \$133,000 as we have continued to provide service to the City on this project.

In accordance with our meetings on 5/30/22 and 8/9/22, the City intends to extend the construction contract with Roadwork Ahead to include Crow Lane, Donahue Street, Kemp Ave., and Ralph W. Young Ave. and also extend our agreement to provide Construction Phase Services for those roads.

The major existing item remaining in the Roadwork Ahead Contract is drainage and road improvements on Rellim Drive. This delay is caused by issues with the Contractor obtaining the specified drainage pipe.

We are requesting \$63,390 to cover our anticipated fees for the above extra work and to complete our services for this project.

An outline of estimated costs exceeding our existing agreement are listed below.

**STAFFING TABLE**

<u>Task</u>	<u>Title</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Total</u>
Engineering	Engineer	\$210	12	\$2,520
	Snr. Engineering Technician	\$163	90	\$14,670
Inspection	Full-time Inspector	\$120	385	\$46,200
			<b>TOTAL</b>	<b>\$63,390</b>

Note that LiRo's cost for Construction Phase Services is dependent on the contractor's schedule and any unforeseen issues that might occur during construction.



Engineering Services shall be in accordance with the City of Glen Cove/LiRo On-Call Agreement.

We are therefore requesting the currently approved authorization of \$123,250.00 be increased to \$186,640.00.

Should you approve, please indicate your authorization below and return a signed copy to this office.

Please advise if you have any questions.

Sincerely,

Paul F. Stevens, P.E.  
Associate Vice President

\_\_\_\_\_  
Authorization

\_\_\_\_\_  
Date

6K

## 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, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516.759.9610

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

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

Name: John Nittoli

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

Address: 1900 Bushwick Avenue

City/State/Zip: Merrick, NY 11566

Business Telephone: 516.849.6847

3. WORK TO BE  
PERFORMED

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

(1) Musical Performances for our Circle of Friends Evening Programming  
at a rate of \$600 for (1) Event.

4. TERMS OF  
PAYMENT

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

\$600 total for (1) Event

Dates: September 14<sup>th</sup>, 2022

5. REIMBURSE-  
MENT OF  
EXPENSES

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

6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES

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

7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES

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

8. FRINGE BENEFITS &  
COMPEN-  
SATION

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

9. WORK PRODUCT  
OWNERSHIP

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

10. CONFIDENTIALTY

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

11. TERM OF  
AGREEMENT

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

12. TERMINATION  
WITHOUT CAUSE

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

13. TERMINATION  
WITH CAUSE

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

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

14. NO AUTHORITY  
TO BIND CLIENT

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

15. ENTIRE  
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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



For Senior Center Use

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

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

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

Mayor  
Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONTRACTOR**

John Nittoli

Firm/Individual Name

John Nittoli  
Signature

Independent Contractor  
Title

8/5/22  
Date

6L

## 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, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

### 2. IDENTITY OF INDEPENDENT CONTRACTOR

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

Name: Gro Girl / Lauren Ferris

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

Address: 46 Lawrence Street

City/State/Zip: Greenlawn, NY 11740

Business Telephone: 516.353.4520

Email: gardengate@optonline.net

### 3. WORK TO BE PERFORMED

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

Horticultural program for the Adult Day Program at the Senior Center.

### 4. TERMS OF PAYMENT

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

\$600.00 total for contract term to be paid in monthly payments of \$150.00

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

5. REIMBURSE-  
MENT OF  
EXPENSES

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

6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES

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

7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES

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

8. FRINGE BENEFITS &  
COMPEN-  
SATION

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

9. WORK PRODUCT  
OWNERSHIP

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

10. CONFIDENTIALTY

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

11. TERM OF  
AGREEMENT

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

12. TERMINATION  
WITHOUT CAUSE

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

13. TERMINATION  
WITH CAUSE

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

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

14. NO AUTHORITY  
TO BIND CLIENT

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

15. ENTIRE  
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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

For Senior Center Use

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

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

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center

Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor

Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONSULTANT**

Gro Girl / Lauren Ferris

Firm/Individual Name

  
Signature

\_\_\_\_\_  
Independent Contractor  
Title

8/9/22  
Date