

Resolution 6-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute Change Order #1 as relates to the agreement between the City of Glen Cove and New York Power Authority for 297 additional LED fixtures and the necessary adjustments to the project allowances and fees. The cost of these lights will be \$292,940.25 and will be deferred by an additional 3 years of financing.

Resolution 6-B

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes City Clerk Tumminello to attend Nassau Suffolk Town Clerks Association Meeting on Wednesday, March 11, 2020 at Brookhaven Town Hall at 11:30AM, at a cost of \$63.70.

Fund Line: A1410-55442

Resolution 6-C

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes Resolution to authorize Emanuel Grella, Keith Simpson, Vincent Martinez, Frank Basile, and Eli Fazzolari to attend a 30 Hour training course for Safety Initiatives for site Supervisors. The training course is \$949.00 per person and will be given by OSHA from 8:30 a.m. to 4:00 p.m. in Hauppauge Monday through Friday, the week of April 27 to May 1, 2020.

Fund Line: A1490-55442
A5110-55442
A8160-55442

Resolution 6-D

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to submit payment to Business Automation Services, Inc., to provide licensing software and services/maintenance, in the amount of \$2,410 annually, effective April 1, 2020 through March 31, 2021.

Fund Line: A1410 55407

Resolution 6-E

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes Resolution to authorize Purchasing Agent to accept the bid of A.C. Schultes, Inc., 664 S. Evergreen Avenue, Woodbury Heights, New Jersey, 08097, in the amount of: \$123,126 for bids of the Redevelopment of Well 2S at the Seaman Road Station.

BID#2019-015

Fund Line: H8300-52260-1827

Resolution 6-F

Resolution offered by Mayor Tenke and seconded by: _____

RESOLUTION OF THE GLEN COVE CITY COUNCIL REFERRING A CONCEPT PLAN AND APPLICATION NARRATIVE FOR INCENTIVE BONUSES FOR THE VILLAS, LOCATED AT 135 GLEN COVE AVENUE, GLEN COVE, NEW YORK

WHEREAS, the Villas are located at 135 Glen Cove Ave., Glen Cove, New York more specifically described at Section 21, Block 244, Lot 55, 60, 61, 66 and Section 21, Block 38, Lots 152, 196 (1 Ralph Young Ave.), 202 (5 Ralph Young Ave) and 203 (8 Craft Ave) of the Nassau County Land and Tax Map; and

WHEREAS the Villas have submitted an application for a concept plan and application narrative for incentive bonuses to the Glen Cove City Council, in accordance with Chapter 280, Article XV, Section 280-73.3(H) of the Glen Cove City Code; and

WHEREAS Chapter 280, Article XV, Section 280-73.3(H-5) of the Glen Cove City Code provides “The City Council, upon receipt of a concept plan and application narrative shall forward the application to the Planning Board for recommendation on incentives, bonuses, conceptual site plan, and application for waiver of hillside protection provisions” (emphasis added); and

WHEREAS, in order to comply with New York State’s Open Meetings Law, the City Council must forward the above mentioned application at an open, public meeting and must do so by resolution; and

WHEREAS, Chapter 280, Article XV, Section 280-73.3(H-5) of the Glen Cove City Code mandates the referral of the above mentioned application narrative for incentive bonuses to the Planning Board of the City of Glen Cove upon receipt of same by the Glen Cove City Council; and

WHEREAS, the City Council and Mayor of the City of Glen Cove do not approve or disapprove of the application, expressly or impliedly, by virtue of the referral herein and expressly reverse all rights to consider the merits of the application if and when same is required by law; and

WHEREAS, the City Council and Mayor of the City of Glen Cove are not and have not made any determination, whatsoever, prior to the date of this resolution or by virtue of the passage of this resolution other than to refer the matter to the Planning Board as part of a ministerial mandate contained in the City Code; and

NOW, THEREFORE, BE IT RESOLVED, that the Glen Cove City Council hereby refers the above mentioned matter to the City of Glen Cove Planning Board in accordance with Section 280-73 (H – 5) for its report and recommendation; and

BE IT FURTHER RESOLVED, the Glen Cove City Council respectfully requests that the City of Glen Cove Planning Board include an opinion and recommendation on whether the application referred herein constitutes a new application or a modification to a pre-existing site plan.

Resolution offered by Mayor Tenke and seconded by: _____

**RESOLUTION APPOINTING A NEW YORK STATE DEPARTMENT OF
TRANSPORTATION (EBO) ADMINISTRATOR**

WHEREAS, the City of Glen Cove is required by the New York State Department of Transportation (NYSDOT) to have an Administrator appointed to access the Equitable Business Opportunities System (EBO); and

WHEREAS, the City is required to use New York State Department of Transportation Equitable Business Opportunities (EBO) system for capital projects and access to grant funding; and

WHEREAS, Ann Fangmann will administer the EBO System for NYSDOT projects within the City of Glen Cove; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council hereby designates Ann Fangmann as the New York State Department of Transportation Equitable Business Opportunities System (EBO) Administrator;
2. The Mayor is hereby authorized to execute any document necessary to effectuate this resolution.

Resolution 6-H

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the amendment of By-Laws of The Glen Cove Volunteer Emergency Medical Service Corps.

(see attached)

Resolution 6-I

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into on-call agreements with various professionals.

NAME OF CONTRACTOR	PURPOSE OF CONTRACT	COMPENSATION
Nelson & Pope	Contract Administration Civil/Site Design, Mechanical/Electrical, Roadway Design	Negotiated lump sum or Multiplier plus expense
deBruin Engineering	Civil/Site Eng., Mechanical/Electrical, Traffic Engineering, Water/Wastewater Eng.	Negotiated lump sum or Multiplier plus expense
Cameron Engineering & Associates, LLP	Civil/Site, Mechanical, Traffic, Water/Wastewater Engineering	Negotiated lump sum or Multiplier plus expense
Newport Engineering, P.C.	Civil Engineering, Mechanical Engineering,	Negotiated lump sum or Multiplier plus expense
Lizardo Engineering Associates, P.C.	Mechanical Engineering, Multi-discipline	Negotiated lump sum or Multiplier plus expense
D&B Engineers & Architect, P.C.	Architectural Planning & Design, Civil/Site Eng., Environmental Eng., Water/Wastewater Eng.	Negotiated lump sum or Multiplier plus expense
P.W. Grosser Consulting, Inc.	Civil/Site. Environmental, Water/Wastewater Engineering	Negotiated lump sum or Multiplier plus expense
Ensign Environmental Engineers, P.C.	Architectural Planning & Design, Civil/Site, Construction Management, Mechanical/Electrical Engineering	Negotiated lump sum or Multiplier plus expense
Nelson & Pope Voorhis, LLC	Environmental Engineering, Traffic Engineering	Negotiated lump sum or Multiplier plus expense
Lockwood, Kessler & Bartlett	Civil/Site, Environmental Engineering, Roadway Design, Structural Engineering	Negotiated lump sum or Multiplier plus expense
H2M Architects & Engineers	Civil/Site, Construction Management, Water/Wastewater, Structural Engineering	Negotiated lump sum or Multiplier plus expense

Resolution 6-J

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to extend a contract with Elm Consulting for management of the Glen Cove Golf Course for a fee of \$45,000 annually.

Fund Line: A7180-55438

Resolution 6-K

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes Resolution to authorize the Mayor to extend a contract with RC Golf Corp for services of a Golf professional and to offset his cost of leasing the driving range due to inaccessibility for the 2019 golf season.

Resolution 6-L

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to extend a contract with Cove Animal Rescue (C.A.R.) for operation of an animal shelter located at Shore Rd., Glen Cove, NY.

Resolution 6-M

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the closing of School Street, (from Highland Road to Bridge St.) and Glen Street (from School Street to Pulaski Street) for the Glen Cove Street Fair and Music Festival, Saturday, May 23 and Sunday, May 24, 2020, effective 11:00 p.m. on Friday, May 22 for event set-up through event breakdown on Sunday, May 24th at 8 p.m.

Resolution 6-N

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Jack Morelli Music for Musical Performances for Special Occasions at the Glen Cove Senior Center from February 25th, 2020 through December 31st, 2020 for a total of \$5,300.00.

Circle of Friends Evening Programming \$850.00
Fund Line: A7030-55438 (reimbursed by NYSOFA)

Special Event Day Programming \$850.00
Fund Line: A7030-55439 (reimbursed by SAGE)

Special Event Day Programming \$3,600.00
Fund Line: A7030-55439 (City Funded)

Resolution 6-O

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes budget transfers and amendments as submitted and reviewed by the City Controller.

(See attached)

Resolution 6-P

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the claim of Angiolina Stanco, 32 South Ridge Drive, Glen Cove in the amount of \$924.49.

Resolution 6-Q

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby appoints Gaspare G. Tumminello, City Clerk as Registrar of Vital Statistics of the City of Glen Cove.

Resolution 6-R

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby appoints Gaspare G. Tumminello, City Clerk as Marriage Officer of the City of Glen Cove.

Resolution 6-S

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Youth Bureau Summer Program & the After 3 Summer Program to increase cost from \$450.00 to \$475.00.

Budget Line: A51120
A51123

Resolution 6-T

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into agreements with various professionals.

NAME OF VENDOR	PURPOSE	RECREATION A7140	COMPENSATION
The Magic of Amore	Jr. Basketball party	Youth activities 55433	Flat Fee \$ 375.00
Hollyrock Entertainment	Camp event 7/16/20	Day Camp expense 55436	Flat fee \$ 1,325.00
Hollyrock Entertainment	Camp event 8/5/20	Day Camp expense 55436	Flat Fee \$ 1,250.00
L.I. Childrens Museum	Camp trip 7/10/20	Day Camp expense 55436	12.00 per camper, plus cafeteria fee of \$ 50.00
L.I. Childrens Museum	Camp trip 7/17/20	Day Camp expense 55436	12.00 per camper, plus cafeteria fee of \$ 30.00
L.I. Childrens Museum	Camp trip 7/31/20	Day Camp expense 55436	12.00 per camper, plus cafeteria fee of \$ 30.00
Send in the Clowns	Camp event	Day Camp expense 55436	Flat Fee \$ 3,100.00
Splish Splash	Camp trip	Day Camp expense 55436	\$ 32.99 per person, plus parking fees of \$ 25.00 per bus
The Magic of Amore	Camp event	Day Camp expense 55436	Flat fee \$ 1,500.00
US Sports Institute	Camp event/Sports week	Day Camp expense 55436	2 coaches, \$ 2,400.00 total
United Skates	Camp trip	Day Camp expense 55436	\$ 12.00 per camper, \$ 13.00 per counselor
Extra Inning Umpires	Umpire services for GC Little League program	Baseball program Expense 55435	Initial payment per contract of \$ 5,000.00 Final payment after play-off And championship games

Resolution 6-U

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to increase the film rates as indicated:

Film Rates	Current Amount	Proposed Amount
Feature Films	\$1,500	\$3,000
TV Shows	\$1,500	\$3,000
Commercials	\$750	\$1,500
Still Photography	\$250.00	\$500.00
Additional Parking	\$1,000.00	\$1,000
Set Up	\$0.00	1/2 of film rate
Breakdown	\$0.00	1/2 of film rate
Videos/Music	\$500.00	\$750 - \$1,000
Public Service Announcements	\$0.00	\$1,500
Documentaries	\$0.00	\$1,500
HS/College Student - Waiver	Waived with proof	Waived with proof

Resolution 6-V

Resolution offered by Mayor Tenke and seconded by: _____

GCGC GREENS FEES 2019

	18 Hole	9 Hole
MEMBER Rates Weekend	\$31	\$21
MEMBER Rates Weekday	\$25	\$18
Senior/Junior Rates	\$19	\$14
Guest Rates Weekend	\$52	\$32
Guest Rates Weekday	\$42	\$27

**GCGC GREENS
FEES 2020**

	18 Hole	9 Hole
MEMBER Rates Weekend	\$33	\$23
MEMBER Rates Weekday	\$27	\$20
Senior/Junior Rates	\$21	\$16
Guest Rates Weekend	\$54	\$34
Guest Rates Weekday	\$44	\$29

Resolution offered by Mayor Tenke and seconded by: _____

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED MARCH 10, 2020, AUTHORIZING CITY-WIDE INFORMATION TECHNOLOGY INFRASTRUCTURE UPGRADES, INCLUDING ACQUISITION OF RELATED EQUIPMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$575,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF \$575,000 BONDS OF SAID CITY 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 of Glen Cove, in the County of Nassau, New York (herein called the "City") is hereby authorized to upgrade City-wide Information Technology infrastructure, including acquisition of related equipment. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$575,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of \$575,000 bonds of the City 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.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$575,000 are hereby authorized to be issued to finance the appropriation referred to herein.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 32 and 108 of the Law, is five (5) years.

(b) The proposed maturity of the bonds authorized by this ordinance will not exceed five (5) years.

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 published in Glen Cove, New York, 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.

Resolution 7-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby appoints Karen Valvis as Secretary to the City Attorney at an annual salary of \$70,000 effective March 11, 2020.

Budget Line A1420-51101

Resolution 7-B

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby appoints the following as seasonal employees, with Department of Public Works, as indicated:

Agency	Name	Position Status	Title	Hourly Rate	Effective Date	Budget Line
PW - Sanitation	Jose A. Diaz Hernandez	Seasonal	Laborer	\$12.50	3/11/2020-11/30/2020	A8160-51120
PW - Sanitation	Roosevelt Frazier Jr.	Seasonal	Laborer	\$12.50	3/11/2020-11/30/2020	A8160-51120
PW - Roads	Thomas Arena	Seasonal	Laborer	\$12.50	3/11/2020-11/30/2020	A5110-51120
PW - Roads	Victor Miranda	Seasonal	Laborer	\$12.50	3/11/2020-11/30/2020	A5110-51120
Beautification	Keith Brussel	Seasonal	Laborer	\$12.50	3/11/2020-11/30/2020	A5110-51121

Resolution 7-C

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby appoints the following as seasonal employees, with Youth Bureau, as indicated:

Name	Status	Title	Hourly Rate	Effective Date	Budget Line
Mike Messineo	Seasonal	Laborer	\$13.00	3/31/2020-11/30/2020	A7050-51120
Mackenzie Messineo	Seasonal	Laborer	\$10.00	3/31/2020-11/30/2020	A7050-51120
Micheal Ferguson	Seasonal	Laborer	\$10.00	3/31/2020-11/30/2020	A7050-51120
Miranda Weiser	Seasonal	Laborer	\$9.00	3/31/2020-11/30/2020	A7050-51120
Gisselle Salinas	Seasonal	Laborer	\$9.00	3/31/2020-11/30/2020	A7050-51120
Maria Gutierrez	Seasonal	Laborer	\$9.00	3/31/2020-11/30/2020	A7050-51120
Allyna James	Seasonal	Laborer	\$9.00	3/31/2020-11/30/2020	A7050-51120

Resolution 7-D

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby appoints David Jimenez as Director of the Building Department at an annual salary of \$120,000 effective March 11, 2020.

Budget Line: A3620-51101

Resolution 9-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that that the City Council hereby increase Giuseppe Sicuranza, David J. Caso and John M. Pacini to \$13.00 per hour.

Budget Line: A5720-51120

Resolution 6-A





**NY Power
Authority**

ANDREW M. CUOMO
Governor

JOHN R. KOELMEL
Chairman

GIL C. QUINIONES
President and Chief Executive Officer

February 21, 2020

City of Glen Cove
Public Works Supervisor
9 Glen St
Glen Cove, NY 11572

RE: NYPA – City of Glen Cove LED Street Lighting (ES-ESN-0807)
Change Order # 1

Dear Mr. Graziosi:

As requested by the City of Glen Cove, attached is Change Order #1 which includes the addition of 297 additional LED fixtures to the project scope. This includes 13 cobra heads and 284 post top decorative fixtures.

The project costs and financing terms have been adjusted accordingly.

The change order is in the amount of **\$292,940.25** and includes the cost of material and labor for the 297 additional LED fixtures and the necessary adjustments to the project allowances and fees.

If you have any question or comments, please contact me at 914-287-3275.

Sincerely,

A handwritten signature in black ink, appearing to read "Palwinder Singh", written over a horizontal line.

Palwinder Singh
Project Engineer
New York Power Authority

CC: R. Solomon; R. Shankar



Guth ♦ DeConzo

CONSTRUCTION MANAGEMENT, INC.

February 14, 2020

Mr. Palwinder Singh
New York Power Authority
123 Main Street
White Plains, New York 10601

Re: Change Order Request 01 – Additional Fixtures

Dear Mr. Palwinder,

At the request of the City of Glen Cove, Guth DeConzo has submitted two separate cost proposals detailing the cost of 297 additional fixtures. These fixtures will be a replacement of the 297 existing outdated LED fixtures.

The 297 Philips fixtures and photocells will be purchased using the NYPA agreement with Philips/Signify. These fixtures consist of 13 cobra heads and 284 post top decorative. The cost of each fixture is pre negotiated under this agreement and Guth DeConzo purchases with full advantage. Please reference the attached Philips Purchase Order in the amount of \$171,726.00.

The installation of the 297 fixtures including procuring and installing fuse and fuse holders is utilizing the already bid and agreed upon unit pricing from Welsbach Electric. These unit prices were provided as a result of the original bid process and approved by NYPA and the City of Glen Cove in the ICIC. Please reference the attached Welsbach Electric Purchase Order in the amount of \$21,132.00.

The savings for the 297 LED fixtures is \$9,772. Please reference the attached savings table.

An independent cost estimate has not been included with this change order due to the fact both elements come from pre-negotiated costs within this contract and the NYPA Purchasing agreement with Philips.

We have reviewed the costs and determined that all costs meet contractual obligations and are reasonable and expected. The work in this request will impact the completion date of this project due to the lead time of receiving fixtures from Philips.



Guth ♦ DeConzo
CONSTRUCTION MANAGEMENT, INC.

August 22, 2019
Page 2

As such, Guth DeConzo Construction Management, Inc. recommends approval of Change Order 01 in the amount of \$192,858.00.

If you have any questions or comments, please contact me at your convenience.

Sincerely,

Kristine Hartmann
Construction Manager

c: attachments



**NY Power
Authority**

OWNER
NYP
ENGINEER

X
X
X (Cover Letter)

Change Order

123 Main Street
White Plains, NY 10601

DATE: 2/13/2020

Energy Efficiency Program

NYP WBS #: ES-ESN-0807

PROJECT:	City of Glen Cove LED Street Lighting	OWNER :	City of Glen Cove
PROJECT ADDRESS:	9 Glen St Glen Cove, NY 11542	CONTACT:	Rocco Graziosi Public Works Supervisor 9 Glen St Glen Cove, NY 11572
CHANGE ORDER #:	1	Change in Construction Cost:	\$273,454.45
		Change in Available Contingency:	\$19,485.80
		Net Project Cost Change:	\$292,940.25

PROJECT SUMMARY

	Initial CIC	CIC After Previous COs	Net Change This CO	Current CIC After All COs
Construction Costs				
Material & Labor	\$442,708.00	\$442,708.00	\$192,858.00	\$635,566.00
Brewster & Pulaski Parking Garage	\$67,688.00	\$67,688.00	\$0.00	\$67,688.00
GC/Subcontractor Bonds	\$1,002.87	\$1,002.87	\$2,000.00	\$3,002.87
Allowances	\$29,400.00	\$29,400.00	\$0.00	\$29,400.00
Contingency	\$54,079.89	\$54,079.89	\$19,485.80	\$73,565.69
Subtotal	\$594,878.76	\$594,878.76	\$214,343.80	\$809,222.56
Other Costs				
Abatement Design & Monitoring	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
Hazardous Waste Disposal	\$5,000.00	\$5,000.00	\$10,000.00	\$15,000.00
Audit, Design & Construction Mgmt	\$80,308.63	\$80,308.63	\$28,936.42	\$109,245.05
IC/CM Bonds	\$0.00	\$0.00	\$0.00	\$0.00
NYP Project Mgmt & Admin.	\$85,648.42	\$85,648.42	\$31,660.03	\$117,308.45
Material Handling	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Other Costs	\$175,957.06	\$175,957.06	\$70,596.45	\$246,553.51
Interest During Construction (IDC)	\$13,850.77	\$13,850.77	\$8,000.00	\$21,850.77
Total Project Cost	\$784,686.58	\$784,686.58	\$292,940.25	\$1,077,626.83

NOT VALID UNTIL SIGNED BY THE OWNER AND NYP

Owner	NYP
City of Glen Cove 9 Glen St Glen Cove, NY 11572	New York Power Authority 123 Main Street White Plains, NY 10601 PS 2/21/2020
By:	By:
Date:	Date: 2/21/20



**NY Power
Authority**

OWNER
NYPA
ENGINEER

☒
☒
☒ (Cover Letter)

Change Order

123 Main Street
White Plains, NY 10601

DATE: 2/13/2020

NYPA WBS #: ES-ESN-0807

Energy Efficiency Program

PROJECT: City of Glen Cove LED Street Lighting	OWNER : City of Glen Cove						
PROJECT ADDRESS: 9 Glen St Glen Cove, NY 11542	CONTACT: Rocco Graziosi Public Works Supervisor 9 Glen St Glen Cove, NY 11572						
CHANGE ORDER #: 1	<table><tr><td>Change In Construction Cost:</td><td>\$273,454.45</td></tr><tr><td>Change In Available Contingency:</td><td>\$19,485.80</td></tr><tr><td>Net Project Cost Change:</td><td>\$292,940.25</td></tr></table>	Change In Construction Cost:	\$273,454.45	Change In Available Contingency:	\$19,485.80	Net Project Cost Change:	\$292,940.25
Change In Construction Cost:	\$273,454.45						
Change In Available Contingency:	\$19,485.80						
Net Project Cost Change:	\$292,940.25						

1) Brief Description of Change Order

1. Phillips, procure necessary material for the replacement of 284 decorative fixtures and 13 cobra head fixtures.
2. Welsbach Electric, cost of removing 297 existing fixtures and replacing with new LED fixtures.
- 3-8. Adjustment in project cost resulting from additional scope as specified in item 1 and 2. The scope of this change order was not included in the original contract. This was additional scope that was requested by the customer. The revised project cost is reflective of the additional scope.

2) Scope of Work

See Attached for Details

3) Equipment and Materials

See Attached for Details

4) Equipment and Materials

See Attached for Details

ES-ESN-0807

Owner

Owner

Total Project Summary
New York Power Authority - Energy Services Program
City of Glen Cove LED Street Lighting

ES-ESN-0807

May 25, 2017

Project Cost: CO #1

Construction Costs:	\$635,566.00	
Brewster & Pulaski Parking Garage:	\$67,688.00	
Payment, Performance Bonds, and Bid:	\$3,002.87	
Allowance: Infrastructure Replacement	\$25,900.00	
Allowance: Tree Trimming:	\$3,500.00	
Subtotal:	\$735,656.87	
Contingency: 10.0%	\$73,565.69	
Subtotal:	\$809,222.56	
Abatement Design & Monitoring:	\$5,000.00	
Hazardous Waste Disposal Cost:	\$15,000.00	
Subtotal:	\$20,000.00	
Material Handling Cost:	\$0.00	
Audit, Design & Construction Mgt:	\$109,245.05	(See Note # 1)
Performance Bond by Implementation Contractor:	\$0.00	
Other (SPECIFY HERE):	\$0.00	
NYPA Project Mgt. & Administrative:	\$117,308.45	(See Note # 2)
Subtotal:	\$226,553.51	
Subtotal:	\$1,055,776.06	
Interest During Construction (IDC):	\$21,850.77	(See Note #4)
Total Project Cost:	\$1,077,626.83	

Estimated Energy Savings

<u>Estimated Electrical:</u>	<u>Estimated Fuel:</u>	<u>Fuel Savings</u>	<u>MMBtu</u>	<u>Cost Savings</u>
kWh Savings: 558,711	Natural Gas:	0 Thm	0.0	\$0.00
kWh Cost Savings: \$78,708.34	Oil Savings:	0 gal	0.0	\$0.00
Monthly kW Savings: 124.1	Steam:	0 lbs	0.0	\$0.00
kW Cost Savings: \$2,000.16	Water:	0 Kgal	0.0	\$0.00
Total Electrical \$80,708.50			0.0	\$0.00
Total Energy Savings: \$80,708.50	Maint. Savings: \$26,290.00	Est. Total Savings:		\$106,998.50

Simple Payback

Total Project Cost With IDC:	\$1,077,626.83
Estimated Rebates & Incentives:	\$0.00
Net Project Cost	\$1,077,626.83
Total Amount Saved:	\$106,998.50
Simple Payback:	10.07

Project Financing

TOTAL AMOUNT FINANCED:	\$1,077,626.83	(Rebates & Incentives Not Included)
Interest Rate:	4.00%	(See Note # 4)
Years Financed:	13.0	
Number of Payments:	156	
Annual Debt Service to NYPA:	\$106,441.45	
Monthly Debt Service to NYPA:	\$8,870.12	
Total Project Cost after Financing:	\$1,383,738.81	
Total Annual Savings:	\$106,998.50	
Payback With Financing:	12.93	
Annual Cash Flow:	\$557.05	

Notes:

1. Audit, Design, & Construction Mgt represents a cost of 13.50% of the direct Construction Costs and Asbestos Abatement and are applied to contingency to provide budget estimates. Final costs will exclude unused contingency and will be calculated at end of project based on final material and labor costs and applicable abatement costs.
2. NYPA Project Mgt. & Administrative represents a fee of 12.50% of all project except Material Handling and IDC Costs.
3. Interest During Construction (IDC) is estimated based on 4.00% interest rate.
4. The interest rate is variable and is estimated at 4.00%, a long-term conservative estimate. The variable interest rate is adjusted on Jan 1 annually.

Total Project Summary
New York Power Authority - Energy Services Program
City of Glen Cove LED Street Lighting

ES-ESN-0807

Enter ICIC Summary Page Date Here

Project Cost: Initial CIC

Construction Costs:	\$442,708.00	
Brewster & Pulaski Parking Garage:	\$67,688.00	
Payment, Performance Bonds, and Bid:	\$1,002.87	
Allowance: Infrastructure Replacement:	\$25,900.00	
Allowance: Tree Trimming:	\$3,500.00	
Subtotal:	\$540,798.87	
Contingency: 10%	\$54,079.89	
Subtotal:	\$594,878.76	
Abatement Design & Monitoring:	\$5,000.00	
Hazardous Waste Disposal Cost:	\$5,000.00	
Subtotal:	\$10,000.00	
Material Handling Cost:	\$0.00	
Audit, Design & Construction Mgt:	\$80,308.63	(See Note # 1)
Performance Bond by Implementation Contractor:	\$0.00	
Other (SPECIFY HERE):	\$0.00	
NYPA Project Mgt. & Administrative:	\$85,648.42	(See Note # 2)
Subtotal:	\$165,957.06	
Subtotal:	\$770,835.81	
Interest During Construction (IDC):	\$13,850.77	(See Note #4)
Total Project Cost:	\$784,686.58	

Estimated Energy Savings

Estimated Electrical:	Estimated Fuel:	Fuel Savings	MMBtu	Cost Savings
kWh Savings: 491,757	Natural Gas:	0 Thm	0.0	\$0.00
kWh Cost Savings: \$68,936.34	Oil Savings:	0 gal	0.0	\$0.00
Monthly kW Savings: 107.7	Steam:	0 lbs	0.0	\$0.00
kW Cost Savings: \$2,000.16	Water:	0 Kgal	0.0	\$0.00
Total Electrical \$70,936.50			0.0	\$0.00
Total Energy Savings: \$70,936.50	Maint. Savings:	\$26,290.00	Est. Total Savings:	\$97,226.50

Simple Payback

Total Project Cost With IDC:	\$784,686.58
Estimated Rebates & Incentives:	\$0.00
Net Project Cost	\$784,686.58
Total Amount Saved:	\$97,226.50
Simple Payback:	8.07

Project Financing

TOTAL AMOUNT FINANCED:	\$784,686.58	(Rebates & Incentives Not Included)
Interest Rate:	4.00%	(See Note # 4)
Years Financed:	10.0	
Number of Payments:	120	
Annual Debt Service to NYPA:	\$95,334.84	
Monthly Debt Service to NYPA:	\$7,944.57	
Total Project Cost after Financing:	\$953,348.42	
Total Annual Savings:	\$97,226.50	
Payback With Financing:	9.81	
Annual Cash Flow:	\$1,891.66	

Notes:

1. Audit, Design, & Construction Mgt represents a cost of 13.50% of the direct Construction Costs and Asbestos Abatement and are applied to contingency to provide budget estimates. Final costs will exclude unused contingency and will be calculated at end of project based on final material and labor costs and applicable abatement costs.
2. NYPA Project Mgt. & Administrative represents a fee of 12.50% of all project except Material Handling and IDC Costs.
3. Interest During Construction (IDC) is estimated based on 4.00% interest rate.
4. The interest rate is variable and is estimated at 4.00%, a long-term conservative estimate. The variable interest rate is adjusted on Jan 1 annually.

Existing Street Lighting Schedule									
Fixture Code	Existing Luminaire Description	Fixture Qty	Annual Hours of Operation	Fixture Power (W)	Total Power (kW)	Total Energy Use (kWh)	Demand Cost (\$)	Energy Cost (\$)	
CH/HPS100	100W High Pressure Sodium Cobra Head	2	4090	138	0.28	1,229	\$	155	
CH/HPS50	50W High Pressure Sodium Cobra Head	4	4090	66	0.28	1,229	\$	155	
CH/HPS70	70W High Pressure Sodium Cobra Head	7	4090	95	0.67	2,720	\$	397	
DP/HPS70	70W High Pressure Sodium Decorative Post Top	272	4090	7,235	25.84	105,685	\$	15,425	
PT/HPS70	70W High Pressure Sodium Post Top	12	4090	380	1.14	4,663	\$	683	
Total		297		7804	28.19	115,777	\$	16,825	

Proposed Street Lighting Schedule									
Fixture Code	Existing Luminaire Description	Fixture Qty	Annual Hours of Operation	Fixture Power (W)	Total Power (kW)	Total Energy Use (kWh)	Demand Cost (\$)	Energy Cost (\$)	
NCH/LED35/3K2-Philips RFS	LED Cobra Head 35w, 3K, Type 2M, 4310LM	13	4090	105	0.46	1,851	\$	272	
NDPT/LED40/3K14-Spring City AGS	LED Decorative Post Top, 40w, Type 4	272	4090	3000	10.88	44,489	\$	6,485	
NPT/LED37/3K14-Philips VXC61	LED Post Top, 37w, 3K, Type 3, 2857LM	12	4090	160	0.48	1,963	\$	287	
Total		297		3265	11.82	48,323	\$	7,053	

Additional Decorative Street Lighting Savings									
Measure Description	Existing Demand Cost (\$)	Proposed Demand Cost (\$)	Existing Energy Cost (\$)	Proposed Energy Cost (\$)	Energy Savings (\$)	Total Savings (\$)			
Additional Decorative Street Lights	\$-	\$-	\$-	16,105	6,791	9,324			
Additional Cobra Head Street Lights	\$-	\$-	\$-	773	272	448			
Total	\$-	\$-	\$-	16,825	7,063	9,772			

City of Glen Cove Change Order #01 Material Cost				
Type	Manuf/Model #	QTY	Cost Per Fixture	Total Cost
A1	Philips- RFS-35W16LED3K-G2-R2M-UNV-DMG-RCD	13	\$ 77.00	\$ 1,001.00
D3	Hadco- TownView LED Post Top	284	\$ 450.00	\$ 127,800.00
Node	Standard Photocell	13	\$ 25.00	\$ 325.00
ADAPT	Decorative Adapter	284	\$ 150.00	\$ 42,600.00
Grand Total				\$ 171,726.00

City of Glen Cove Change Order #01 Labor Cost

Item	Bidders			
	Base Bid	Welsbach Electric		
		Quantity	Unit Price	Total
Unit Price #1: One for One Replacement Cobra Head on Wood Pole w fuse/fuseholder		13	\$ 80.00	\$ 1,040.00
Unit Price #2: One for One Replacement Decorative on Alum/Steel Pole		284	\$ 63.00	\$ 17,892.00
Unit Price #3: Wood Pole Rewire		0	\$ 32.00	\$ -
Unit Price #4: Aluminum Pole Rewire		20	\$ 52.00	\$ 1,040.00
Unit Price #5: Installation of new arm >9'		0	\$ 165.00	\$ -
Unit Price #6: Installation of new arm <9'		0	\$ 160.00	\$ -
Unit Price #7: Remove and Replace Aluminum Pole		0	\$ 780.00	\$ -
Unit Price #8: Remove and Replace Decorative Pole		0	\$ 580.00	\$ -
Unit Price #9: Update Registry w GPS		290	\$ 4.00	\$ 1,160.00
Total Bid				\$ 21,132.00

Street Name	Type	Quantity
Andover Pl	Decorative	3
Barry Dr	Decorative	3
Beech Ct	Decorative	2
Birch Pl	Decorative	2
Broadfield Pl	Decorative	5
Brookdale Rd	Decorative	1
Bryce Ave	Decorative	5
Buckeye Rd	Decorative	1
Burns Ave	Cobra Head	4
Cedar Swamp Rd	Decorative	2
Charles St	Decorative	8
Chestnut St	Decorative	1
Circle Dr	Decorative	8
Cleveland Pl	Decorative	1
Daniel Dr	Decorative	5
David Ct	Decorative	1
Deasy Ln	Decorative	3
Dosoris Ln	Decorative	4
Douglas Dr	Decorative	3
Edwards Ln	Decorative	10
Elm Ave	Decorative	13
Flower Ln	Decorative	2
Francis Ct	Decorative	2
Gaffney St	Decorative	1
Glen Keith Rd	Decorative	5
Gruber Dr	Decorative	4
Helen Pl	Decorative	5
Henry Dr	Decorative	4
High Pine	Decorative	8
Hook Gate Rd	Decorative	1
Inwood Rd	Decorative	6
Jerome Dr	Decorative	6
Jerry Ln	Decorative	5
Karen Dr	Decorative	5
Larch Pl	Decorative	2
Laurie Pl	Decorative	2
Leuce Pl	Decorative	4
Lincoln Pl	Decorative	4
Low Pine	Decorative	5
Manning Rd	Decorative	3
Mark Ct	Decorative	1
Matthews Heights	Cobra Head	2
Mercadante Pl	Decorative	3
Murray Ct	Decorative	1
Nancy Ct	Decorative	2
New Woods Rd	Decorative	1

North Yew	Decorative	2
Park Manor Ct	Decorative	3
Perdue Rd	Decorative	5
Phillips Rd	Decorative	5
Pine Pl	Decorative	3
Poplar Pl	Decorative	2
Redwood Path	Decorative	2
Rellim Dr	Decorative	7
Reynolds Rd	Decorative	7
Richard Ct	Decorative	1
Ridge Rd	Decorative	6
Seaman Rd	Decorative	3
Sherman Rd	Decorative	6
Sherwood Rd	Decorative	7
South Ridge Dr	Decorative	7
South Yew	Decorative	2
Spruce Ln	Decorative	2
Star Ln	Decorative	3
Stillman Rd	Decorative	5
Stuart Dr E	Decorative	4
Stuart Dr W	Decorative	4
Susan Ct	Decorative	1
Taft Pl	Decorative	3
Timber Rd	Decorative	11
Tulane Rd	Decorative	4
Valentine Ave	Decorative	3
Verplank Rd	Decorative	1
Victoria Ln	Cobra Head	7
Viola Dr	Decorative	5
Willits Rd	Decorative	7
TOTAL		297

HADCO

by Signify

Urban

TownView

TVPC/TVPR

Post top and arm mount luminaire



The Hadco TownView LED post top luminaires were designed to eliminate the compromises of performance, comfort, style options and value when choosing the right lighting solution for residential street and pedestrian area. The horizontal lens option reduces glare to enhance a sense of security with increased visual comfort. TownView offers design flexibility with a variety of style options, lumen packages, a range of control options and more at exceptional value.

Project: _____
 Location: _____
 Cat.No: _____
 Type: _____
 Lamps: _____ Qty. _____
 Notes: _____

Ordering guide: Luminaire

example: TVPC-S3-S-32-G1-7-3S-730-A-N-R7-N-SPI-T-N-N-BKS

Series	Mounting	Roof option	LED module	Generation	Drive current	Distribution	Color temp.	Voltage	Integral Controls ³
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TVPC TownView with visual comfort panels	A ¹ Arm Mt	S Square Roof	16 16 LEDs	G1 Gen 1	5 530 mA	25 Type 2 Short	730 3000K (70 CRI)	A 120-277 Volt	DA ⁵ 4 Hrs 25% Reduction
TVPR TownView with vertical ribbed panels	L4 Large Post Top Filter 4" (tool less entry)	C ¹ Curved Roof	32 32 LEDs	G1 Gen 1	7 700 mA	35 Type 3 Short	740 4000K (70 CRI)	J 480V	DB ⁵ 4 Hrs 50% Reduction
	L3 Large Post Top Filter 3" (tool less entry)		48 48 LEDs	G1 Gen 1	9 900 mA	3W Type 3 Wide	827 ² 2700K (80 CRI)	K 347V	DC ⁵ 4 Hrs 75% Reduction
	S2 Small Post Filter 2-3/8"				1 1050 mA	5 Type 5			DD ⁵ 6 Hrs 25% Reduction
	S3 Small Post Filter 3"					2H Type 2 House-side shield			DE ⁵ 6 Hrs 50% Reduction
	S4 Small Post Filter 4"					35H Type 3 Short House-side shield			DF ⁵ 6 Hrs 75% Reduction
						3WH Type 3 Wide House-side shield			DG ⁵ 8 Hrs 25% Reduction
									DH ⁵ 8 Hrs 50% Reduction
									DJ ⁵ 8 Hrs 75% Reduction
									DL ^{4S} DALI (default: logarithmic)
									SRD ^{4S} SR Driver
									CLO ⁵ Constant light output
									AST ⁵ Adjustable startup time
									OTL ³ Over the life (default: L70 hrs)
									S ¹⁰ FAWS Field adjustable wattage selector
									N None

Ordering guide (continued)

Receptacle	Sensor Receptacle ⁶	Surge Protection	Term Block	Decorative Option	Bird Guard	Finish ⁹
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
R7 7 Pin toolless rotatable standard - no photocell	N None	SP1 Parallel 10kV standard	T Terminal Block	L ⁶ Ladder Rest	N None	BKS Black Smooth
PHB ⁷ 7 Pin toolless rotatable standard - with photocell		SP2 Parallel 20kV	N None	N None		WHS White Smooth
PH9 7 Pin toolless rotatable standard - with shorting cap						BZS Bronze Smooth
PHX ⁸ 7 Pin toolless rotatable standard - with long life photocell						GNS Green Smooth
						BK Black Texture
						WH White Texture
						BZ Bronze Texture
						GN Green Texture

Footnotes see page 2.



TVPC/TVPR TownView

Post top and arm mount luminaire

Ordering Guide: Arm mount

Must be ordered as a separate line item (if Arm Mount option is chosen for fixture).

Code	Mount	Width	Options	Finish
TV	A	55	S	
TV TownView	A Arm Mount	55 55.5" wide	S Decorative Scroll	BKS Black Smooth WHS White Smooth BZS Bronze Smooth GNS Green Smooth BK Black Texture WH White Texture BZ Bronze Texture GN Green Texture

Only available with Square roof

Footnotes

- Only S Square roof available with A Arm Mount
- Consult factory for Information and lead time
- Only pick one option from the Control list - for multiple control options consult the factory
- This option requires more information contact factory
- Only available with 120-277 V
- Ladder rest option not available with Arm Mount
- Not available with 347V
- Order a TVLN (no panel version if you want the SR Receptacle option) Or consult factory to review sensor compatibility with panels.
- When any finish other than BKS or BK is selected cupola will be metal and painted to match finish. Cupola supplied with BKS or BK finish option may be used with Interact City Astro-Clock node. If using Interact City with other finishes, cupola must be removed and Astro-Clock node is not required.
- Position 10 is open for receptacle control, must use one or the other not BOTH.
- SR Receptacle only available with 32 LED (receptacle is mounted in the middle of the boards) and SRD Driver is required if you choose this receptacle

Dimensions: Arm mount

TVPx-A-S

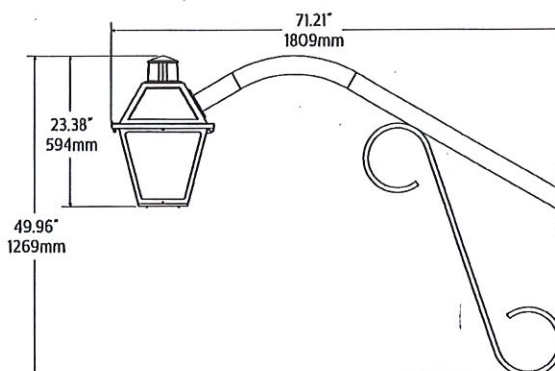
Arm: Made of aluminum tubing

Decorative Element: Bent aluminum decorative channel scroll mechanically assembled.

Mounting Plate: Made of aluminum, mechanically fastened to the pole.

EPA Values

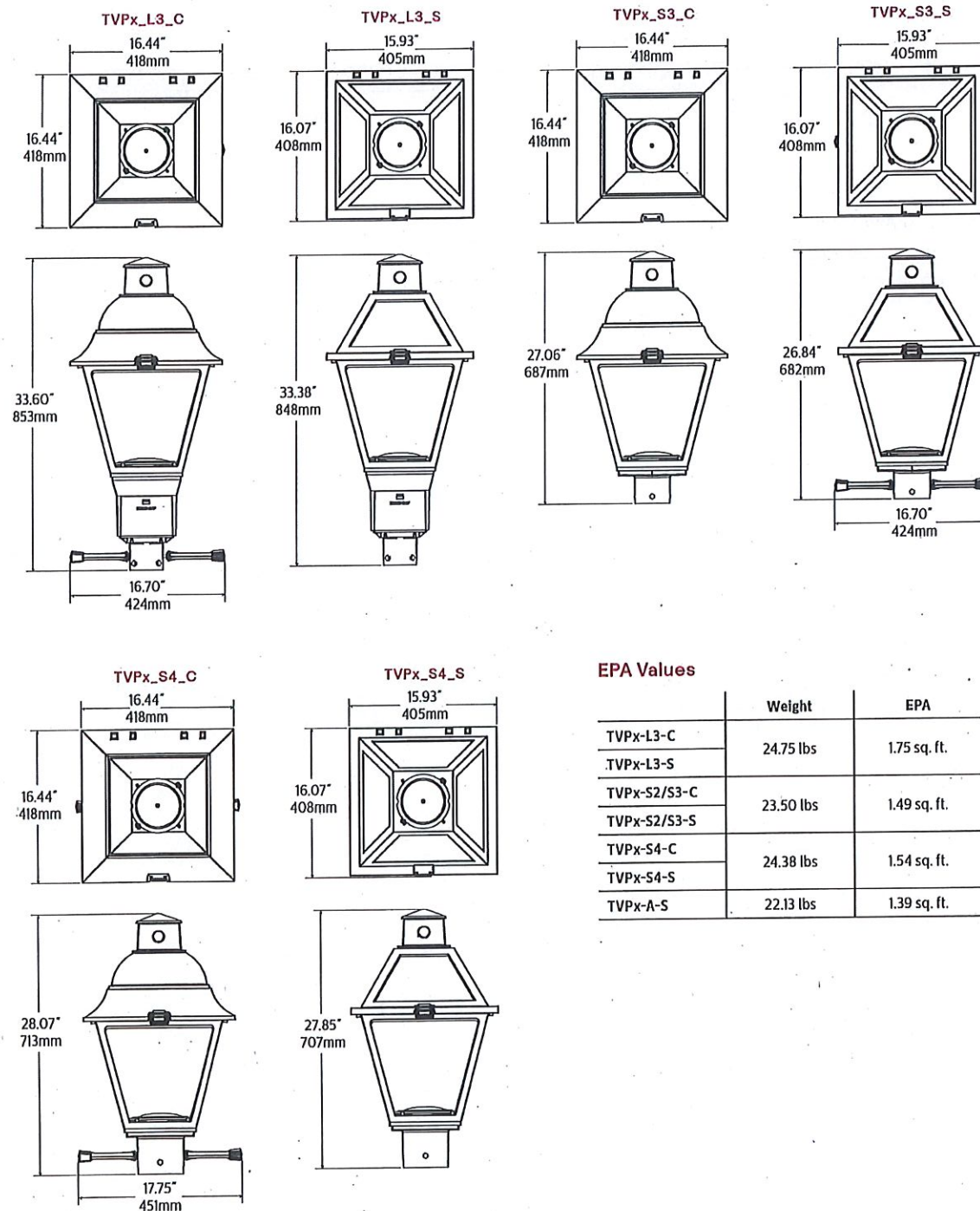
	Weight	EPA
TVPx-A-S	14 lbs	1.98 ft².



TVPC/TVPR TownView

Post top and arm mount luminaire

Dimensions: Luminaire



EPA Values

	Weight	EPA
TVPx-L3-C	24.75 lbs	1.75 sq. ft.
TVPx-L3-S		
TVPx-S2/S3-C	23.50 lbs	1.49 sq. ft.
TVPx-S2/S3-S		
TVPx-S4-C	24.38 lbs	1.54 sq. ft.
TVPx-S4-S		
TVPx-A-S	22.13 lbs	1.39 sq. ft.

TVPC/TVPR TownView

Post top and arm mount luminaire

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L70 is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L70 hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L70 Hours	L70 per TM-21	Lumen Maintenance % at 60,000 hrs
25°C	up to 1050 mA	>100,000 hours	>54,000 hours	>96%

Field Adjustable Wattage (FAWS) Multiplier Chart

FAWS Position	Typical Delivered Lumens Multiplier	Typical System wattage
1	0.31	0.28
2	0.53	0.50
3	0.62	0.58
4	0.70	0.67
5	0.78	0.75
6	0.83	0.81
7	0.89	0.87
8	0.92	0.91
9	0.96	0.95
10	1.00	1.00

Note: Typical value accuracy +/- 15%

LED Lumen values - TVPC (Visual Comfort Panels)

Ordering Code	LED qty.	System Current (mA)	Color Temp.	Avg. System Wattage (W)	Type 25			Type 35			Type 3W			Type 5		
					Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
TVPC-16-G1-5-x-730	16	530	3000	29	2,621	91	B1-U2-G1	2,788	96	B1-U2-G1	2,779	96	B1-U2-G1	2,930	101	B1-U2-G1
TVPC-16-G1-7-x-730	16	700	3000	38	3,316	87	B1-U2-G1	3,527	93	B1-U3-G1	3,516	92	B1-U3-G1	3,707	97	B1-U3-G1
TVPC-16-G1-9-x-730	16	900	3000	49	4,069	83	B1-U3-G1	4,328	89	B1-U3-G1	4,314	88	B1-U3-G2	4,548	93	B1-U3-G1
TVPC-16-G1-1-x-730	16	1050	3000	57	4,586	81	B1-U2-G1	4,878	86	B1-U3-G1	4,862	85	B1-U3-G1	5,126	90	B1-U3-G1
TVPC-32-G1-5-x-730	32	530	3000	53	5,103	96	B1-U3-G1	5,342	100	B1-U3-G1	5,390	101	B2-U3-G2	5,617	105	B1-U3-G2
TVPC-32-G1-7-x-730	32	700	3000	70	6,443	92	B2-U3-G2	6,744	96	B2-U3-G2	6,805	97	B2-U3-G2	7,091	101	B1-U3-G2
TVPC-32-G1-8-x-730	32	800	3000	80	7,170	89	B1-U3-G1	7,505	93	B1-U3-G1	7,572	94	B1-U3-G2	7,892	98	B1-U3-G2
TVPC-32-G1-1-x-730	32	1050	3000	108	9,006	83	B2-U3-G2	9,427	87	B2-U3-G2	9,512	88	B2-U3-G2	9,913	91	B1-U3-G2
TVPC-48-G1-5-x-730	48	530	3000	81	7,780	96	B2-U3-G2	8,144	101	B1-U3-G2	8,217	102	B2-U3-G2	8,564	106	B1-U3-G2
TVPC-48-G1-7-x-730	48	700	3000	105	9,766	93	B2-U3-G2	10,223	98	B2-U3-G2	10,315	98	B2-U3-G2	10,750	103	B2-U3-G2
TVPC-16-G1-5-x-740	16	530	4000	29	2,882	99	B1-U2-G1	3,065	105	B1-U2-G1	3,055	105	B1-U2-G1	3,221	110	B1-U2-G1
TVPC-16-G1-7-x-740	16	700	4000	39	3,646	95	B1-U2-G1	3,878	101	B1-U3-G1	3,865	100	B1-U3-G1	4,075	106	B1-U3-G1
TVPC-16-G1-9-x-740	16	900	4000	49	4,473	90	B1-U3-G1	4,758	96	B1-U3-G1	4,743	96	B1-U3-G2	5,001	101	B1-U3-G1
TVPC-16-G1-1-x-740	16	1050	4000	58	5,042	88	B1-U2-G1	5,363	93	B1-U3-G1	5,345	93	B1-U3-G1	5,636	98	B1-U3-G1
TVPC-32-G1-5-x-740	32	530	4000	54	5,611	104	B1-U3-G1	5,873	109	B1-U3-G1	5,926	110	B2-U3-G2	6,176	114	B1-U3-G2
TVPC-32-G1-7-x-740	32	700	4000	71	7,083	100	B2-U3-G2	7,414	104	B2-U3-G2	7,481	105	B2-U3-G2	7,797	110	B1-U3-G2
TVPC-32-G1-8-x-740	32	800	4000	81	7,883	97	B1-U3-G1	8,251	102	B1-U3-G1	8,326	102	B1-U3-G2	8,677	107	B1-U3-G2
TVPC-32-G1-1-x-740	32	1050	4000	110	9,902	90	B2-U3-G2	10,365	95	B2-U3-G2	10,458	95	B2-U3-G2	10,899	99	B1-U3-G2
TVPC-48-G1-5-x-740	48	530	4000	82	8,554	105	B2-U3-G2	8,954	110	B1-U3-G2	9,034	111	B2-U3-G2	9,415	115	B1-U3-G2
TVPC-48-G1-7-x-740	48	700	4000	106	10,738	101	B2-U3-G2	11,240	106	B2-U3-G2	11,341	107	B2-U3-G2	11,819	112	B2-U3-G2

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at outdoorlighting.applications@philips.com. Consult DLC QPL to confirm your specific fixture selection is DLC approved.

Note: Some data may be scaled based on tests of similar but not identical luminaires.

TVPC/TVPR TownView

Post top and arm mount luminaire

LED Lumen values - TVPC (Visual Comfort Panels and House-side shield)

Ordering Code	LED qty.	System Current (mA)	Color Temp.	Avg. System Wattage (W)	Type 25H			Type 35H			Type 35WH		
					Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
TVPC-16-G1-5-x-730	16	530	3000	29	2,094	72	B0-U2-G1	2,322	80	B0-U2-G1	2,155	75	B1-U2-G1
TVPC-16-G1-7-x-730	16	700	3000	38	2,649	70	B1-U2-G1	2,938	77	B1-U2-G1	2,726	72	B1-U3-G1
TVPC-16-G1-9-x-730	16	900	3000	49	3,251	66	B1-U2-G1	3,605	74	B1-U3-G1	3,345	68	B1-U3-G1
TVPC-16-G1-1-x-730	16	1050	3000	57	3,664	64	B1-U2-G1	4,062	71	B1-U2-G1	3,770	66	B1-U3-G1
TVPC-32-G1-5-x-730	32	530	3000	53	4,018	75	B1-U3-G1	4,362	82	B1-U3-G1	4,291	80	B1-U3-G1
TVPC-32-G1-7-x-730	32	700	3000	70	5,073	72	B1-U3-G1	5,507	78	B1-U3-G1	5,417	77	B1-U3-G2
TVPC-32-G1-8-x-730	32	800	3000	80	5,645	70	B1-U3-G1	6,128	76	B1-U3-G1	6,028	75	B1-U3-G1
TVPC-32-G1-1-x-730	32	1050	3000	108	7,091	65	B1-U3-G1	7,698	71	B1-U3-G2	7,572	70	B1-U3-G2
TVPC-48-G1-5-x-730	48	530	3000	81	6,126	76	B1-U3-G1	6,650	82	B1-U3-G1	6,541	81	B1-U3-G2
TVPC-48-G1-7-x-730	48	700	3000	105	7,690	73	B1-U3-G2	8,348	80	B1-U3-G2	8,211	78	B1-U3-G2
TVPC-16-G1-5-x-740	16	530	4000	29	2,302	79	B0-U2-G1	2,553	87	B0-U2-G1	2,369	81	B1-U2-G1
TVPC-16-G1-7-x-740	16	700	4000	39	2,913	76	B1-U2-G1	3,230	84	B1-U2-G1	2,997	78	B1-U3-G1
TVPC-16-G1-9-x-740	16	900	4000	49	3,574	72	B1-U2-G1	3,963	80	B1-U3-G1	3,678	74	B1-U3-G1
TVPC-16-G1-1-x-740	16	1050	4000	58	4,028	70	B1-U2-G1	4,466	78	B1-U2-G1	4,145	72	B1-U3-G1
TVPC-32-G1-5-x-740	32	530	4000	54	4,418	82	B1-U3-G1	4,796	89	B1-U3-G1	4,718	87	B1-U3-G1
TVPC-32-G1-7-x-740	32	700	4000	71	5,577	79	B1-U3-G1	6,055	85	B1-U3-G1	5,955	84	B1-U3-G2
TVPC-32-G1-8-x-740	32	800	4000	81	6,207	76	B1-U3-G1	6,738	83	B1-U3-G1	6,628	82	B1-U3-G1
TVPC-32-G1-1-x-740	32	1050	4000	110	7,796	71	B1-U3-G1	8,464	77	B1-U3-G2	8,325	76	B1-U3-G2
TVPC-48-G1-5-x-740	48	530	4000	82	6,735	82	B1-U3-G1	7,312	89	B1-U3-G1	7,192	88	B1-U3-G2
TVPC-48-G1-7-x-740	48	700	4000	106	8,454	80	B1-U3-G2	9,178	87	B1-U3-G2	9,028	85	B1-U3-G2

LED Lumen values - TVPR (Vertical Ribbed Panels)

Ordering Code	LED qty.	System Current (mA)	Color Temp.	Avg. System Wattage (W)	Type 25			Type 35			Type 3W			Type 5		
					Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
TVPR-16-G1-5-x-730	16	530	3000	29	2,750	95	B1-U2-G1	2,940	102	B1-U2-G1	2,920	101	B1-U3-G1	3,096	107	B2-U3-G1
TVPR-16-G1-7-x-730	16	700	3000	38	3,479	91	B1-U2-G1	3,719	98	B1-U2-G1	3,694	97	B1-U3-G1	3,917	103	B2-U3-G1
TVPR-16-G1-9-x-730	16	900	3000	49	4,269	87	B1-U3-G1	4,564	93	B1-U3-G1	4,533	93	B1-U3-G1	4,806	98	B3-U3-G1
TVPR-16-G1-1-x-730	16	1050	3000	57	4,811	85	B1-U3-G1	5,144	90	B1-U3-G1	5,109	90	B1-U3-G1	5,417	95	B3-U3-G1
TVPR-32-G1-5-x-730	32	530	3000	53	5,380	101	B1-U3-G1	5,602	105	B1-U3-G1	5,611	105	B1-U3-G1	5,884	110	B3-U3-G2
TVPR-32-G1-7-x-730	32	700	3000	70	6,792	97	B2-U3-G2	7,071	101	B1-U3-G2	7,083	101	B1-U3-G2	7,428	106	B3-U3-G2
TVPR-32-G1-8-x-730	32	800	3000	80	7,558	94	B2-U3-G2	7,869	98	B1-U3-G2	7,882	98	B2-U3-G2	8,266	103	B3-U3-G2
TVPR-32-G1-1-x-730	32	1050	3000	108	9,494	88	B2-U3-G2	9,885	91	B2-U3-G2	9,901	91	B2-U3-G2	10,383	96	B4-U3-G2
TVPR-48-G1-5-x-730	48	530	3000	81	8,202	102	B2-U3-G2	8,539	106	B2-U3-G2	8,553	106	B2-U3-G2	8,970	111	B4-U3-G2
TVPR-48-G1-7-x-730	48	700	3000	105	10,296	98	B2-U3-G2	10,720	102	B2-U3-G2	10,737	102	B2-U3-G2	11,260	107	B4-U3-G2
TVPR-16-G1-5-x-740	16	530	4000	29	3,023	103	B1-U2-G1	3,232	111	B1-U2-G1	3,210	110	B1-U3-G1	3,404	116	B2-U3-G1
TVPR-16-G1-7-x-740	16	700	4000	39	3,825	99	B1-U2-G1	4,089	106	B1-U2-G1	4,062	105	B1-U3-G1	4,306	112	B2-U3-G1
TVPR-16-G1-9-x-740	16	900	4000	49	4,693	95	B1-U3-G1	5,018	101	B1-U3-G1	4,984	101	B1-U3-G1	5,284	107	B3-U3-G1
TVPR-16-G1-1-x-740	16	1050	4000	58	5,290	92	B1-U3-G1	5,655	98	B1-U3-G1	5,617	98	B1-U3-G1	5,955	104	B3-U3-G1
TVPR-32-G1-5-x-740	32	530	4000	54	5,915	110	B1-U3-G1	6,159	114	B1-U3-G1	6,169	114	B1-U3-G1	6,469	120	B3-U3-G2
TVPR-32-G1-7-x-740	32	700	4000	71	7,467	105	B2-U3-G2	7,775	110	B1-U3-G2	7,787	110	B1-U3-G2	8,166	115	B3-U3-G2
TVPR-32-G1-8-x-740	32	800	4000	81	8,310	102	B2-U3-G2	8,652	106	B2-U3-G2	8,666	107	B2-U3-G2	9,088	112	B3-U3-G2
TVPR-32-G1-1-x-740	32	1050	4000	110	10,438	95	B2-U3-G2	10,868	99	B2-U3-G2	10,886	99	B2-U3-G2	11,416	104	B4-U3-G2
TVPR-48-G1-5-x-740	48	530	4000	82	9,017	110	B2-U3-G2	9,389	115	B2-U3-G2	9,404	115	B2-U3-G2	9,862	121	B4-U3-G2
TVPR-48-G1-7-x-740	48	700	4000	106	11,319	107	B2-U3-G2	11,786	111	B2-U3-G2	11,805	111	B2-U3-G2	12,379	117	B4-U3-G2

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at outdoorlighting.applications@philips.com. Consult DLC OPL to confirm your specific fixture selection is DLC approved.

Note: Some data may be scaled based on tests of similar but not identical luminaires.

TVPC/TVPR TownView

Post top and arm mount luminaire

LED Lumen values - TVPR (Vertical Ribbed Panels and House-side shield)

Ordering Code	LED qty.	System Current (mA)	Color Temp.	Avg. System Wattage (W)	Type 2SH			Type 3SH			Type 3WSH		
					Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
TVPR-16-G1-5-x-730	16	530	3000	29	2,210	76	B1-U2-G1	2,457	85	B1-U2-G1	2,265	78	B1-U3-G1
TVPR-16-G1-7-x-730	16	700	3000	38	2,796	73	B1-U2-G1	3,108	82	B1-U2-G1	2,865	75	B1-U3-G1
TVPR-16-G1-9-x-730	16	900	3000	49	3,431	70	B1-U3-G1	3,814	78	B1-U3-G1	3,516	72	B1-U3-G1
TVPR-16-G1-1-x-730	16	1050	3000	57	3,866	68	B1-U3-G1	4,299	76	B1-U3-G1	3,963	70	B1-U3-G1
TVPR-32-G1-5-x-730	32	530	3000	53	4,265	80	B1-U3-G1	4,610	86	B1-U3-G1	4,476	84	B1-U3-G1
TVPR-32-G1-7-x-730	32	700	3000	70	5,385	77	B1-U3-G1	5,820	83	B1-U3-G1	5,651	80	B1-U3-G2
TVPR-32-G1-8-x-730	32	800	3000	80	5,992	75	B1-U3-G1	6,476	81	B1-U3-G1	6,288	78	B1-U3-G2
TVPR-32-G1-1-x-730	32	1050	3000	108	7,527	69	B2-U3-G2	8,135	75	B2-U3-G2	7,899	73	B2-U3-G2
TVPR-48-G1-5-x-730	48	530	3000	81	6,502	80	B1-U3-G2	7,028	87	B1-U3-G2	6,824	84	B1-U3-G2
TVPR-48-G1-7-x-730	48	700	3000	105	8,162	78	B2-U3-G2	8,822	84	B2-U3-G2	8,566	82	B2-U3-G2
TVPR-16-G1-5-x-740	16	530	4000	29	2,430	83	B1-U2-G1	2,701	92	B1-U2-G1	2,490	85	B1-U3-G1
TVPR-16-G1-7-x-740	16	700	4000	39	3,074	80	B1-U2-G1	3,418	89	B1-U2-G1	3,150	82	B1-U3-G1
TVPR-16-G1-9-x-740	16	900	4000	49	3,772	76	B1-U3-G1	4,193	85	B1-U3-G1	3,866	78	B1-U3-G1
TVPR-16-G1-1-x-740	16	1050	4000	58	4,251	74	B1-U3-G1	4,726	82	B1-U3-G1	4,357	76	B1-U3-G1
TVPR-32-G1-5-x-740	32	530	4000	54	4,690	87	B1-U3-G1	5,068	94	B1-U3-G1	4,921	91	B1-U3-G1
TVPR-32-G1-7-x-740	32	700	4000	71	5,920	83	B1-U3-G1	6,398	90	B1-U3-G1	6,213	88	B1-U3-G2
TVPR-32-G1-8-x-740	32	800	4000	81	6,588	81	B1-U3-G1	7,120	88	B1-U3-G1	6,914	85	B1-U3-G2
TVPR-32-G1-1-x-740	32	1050	4000	110	8,276	76	B2-U3-G2	8,944	82	B2-U3-G2	8,685	79	B2-U3-G2
TVPR-48-G1-5-x-740	48	530	4000	82	7,149	88	B1-U3-G2	7,727	95	B1-U3-G2	7,502	92	B1-U3-G2
TVPR-48-G1-7-x-740	48	700	4000	106	8,974	85	B2-U3-G2	9,699	92	B2-U3-G2	9,418	89	B2-U3-G2

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at outdoorlighting.applications@philips.com. Consult DLC QPL to confirm your specific fixture selection is DLC approved.

Note: Some data may be scaled based on tests of similar but not identical luminaires.

Specifications

Housing

Roof and Cage: Two Style options
C: Curved Roof and S: Square Roof. Tool-less latch made of stainless steel allows for quick access inside of the hinged roof to locate the driver, surge protector and optional FAWs (field adjustable wattage solution). Roof and Cage made of 360 low-copper die-cast, aluminum alloy. Decorative Cupola on top of roof covers the 7 pin NEMA socket.

Panels: Two panel options made of U.V. Stabilized Acrylic.

C: Visual Comfort panels help to eliminate glare and pixelization and give a soft glow at night
R: Vertical Ribbed panels, for a clear look during the day and performance at night

All panels have tool-less removal for ease of cleaning or replacement. (exception for arm mount)

Fitter: Two fitter options. L: Large Utility Fitter with tool-less door to access the terminal block and wiring. Available in 3" or 4"

Or S: Small Fitter. Small fitter available in 2" 3/8, 3" or 4". Large 4" fitter uses a secondary adaptor to achieve 4" opening.

Light Engine

Composed of 4 main components: LED Module / Optical System / Heat Sink / Driver. Electrical components are RoHS compliant, IP66 sealed light engine LEDs tested by ISO 17025-2005 accredited lab in accordance with IESNA LM-80 guidelines, extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan.

LED Module

Composed of high-performance white LEDs. Color temperature as per ANSI/NEMA bin 2700 Kelvin nominal (2725 ±145K) CRI 80 min, 3000 Kelvin nominal (3045K ±/- 175K) or 4000 Kelvin nominal (3985K ±/- 275K), CRI 70 Min. 75 Typical. Other CCT/CRI also available, consult factory.

Heat Sink

Made of die cast aluminum optimizing the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device). Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +40°C / +104°F.

Optical System

Composed of high performance UV stabilized optical grade polymer refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. System is rated IP66. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Type 2S, 3S, 3W and Type 5 Street side indicated. House side shield optional (can be field installed) 2SH: Type 2 with House Side Shield, 3SH: Type 3 short with house side shield, 3WH: Type 3 Wide with House side shield

TVPC/TVPR TownView

Post top and arm mount luminaire

Specifications (continued)

Driver:

Driver comes standard with 0-10V dimming capability. High power factor of 95%. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277, 347 and 480 VAC rated for both application line to line or line to neutral, Class I, THD of 20% max. Maximum ambient operating temperature from 40°F (4°C) to 130°F (55°C). Certified in compliance to UL1310 cULus requirement (dry and damp location). The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

Integrated Features

R7*: Tool less rotatable receptacle with 7 pins enabling dimming and additional functionality (to be determined), can be used with a twist lock Interact City node or photoelectric cell or a shorting cap.

SP1: Surge protection device tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with DOE MSSLC Model Specification for LED Roadway Luminaires Appendix D Electrical Immunity High test level 10kV/10kA.

SP2: Optional 20kV / 10kA surge protection device that provides extra protection beyond the SP1 10kV/10kA level.

NEMA Labels: Installed NEMA label, ANSI C136.15-2015 compliant. Consult factory for other labeling needs.

Please note that these integrated features always come with the luminaire.

* Use of photoelectric cell or shorting cap is required to ensure proper illumination.

Driver and Luminaire Options

Dimming Options:

DA: 4 Hrs 25% reduction

DB: 4 Hrs 50% reduction

DC: 4 Hrs 75% reduction

DD: 6 Hrs 25% reduction

DE: 6 Hrs 50% reduction

DF: 6 Hrs 75% reduction

DG: 8 Hrs 25% reduction

DH: 8 Hrs 50% reduction

DJ: 8 Hrs 75% reduction

DL: Pre-set driver compatible with the DALI control system. Logarithmic standard

SRD: Sensor Ready Driver including SR communication (used for dimming and other functionalities), 24V auxiliary supply and a logical signal input (LSI) connected to the top NEMA twist lock receptacle and bottom TLRSR receptacle, if this option included/ chosen. This configuration is compatible with Interact City controllers.

AST: Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.

CLO: Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.

OTL: Pre-set driver to signal end of life of the LED module(s) for better fixture management.

FAWS: Field Adjustable Wattage Selector, pre-set to the highest position, can be easily switched in the field to the required position. This reduces total luminaire wattage consumption and reduces the light level – see the FAWS multiplier chart for more details.

Note: It is not recommended to use FAWS with other dimming or controls; if you do, set the switch to position 10 (maximum output) to enable the other dimming or controls. Switching FAWS to any position other than 10 will disable the other dimming or controls.

PH8: 7 Pin Toolless rotatable standard - with photocell. Photocell has dimensional limits: 3" dia x 2" tall (for non black finishes only)



PH9: 7 Pin Toolless rotatable standard - with shorting cap



PHX: 7 Pin Toolless rotatable standard - with long life photocell. Photocell has dimensional limits: 3" dia x 2" tall (for non black finishes only)



SR: Sensor ready receptacle located on the heat sink between two LED boards. Cannot be combined With 16 or 48 LED's or horizontal lens. Contact factory for use with panel TVP options.



L: Decorative Ladder Rest. Ships in the box, install on site



2H,
3SH,
3WH: House side shield option



TVPC/TVPR TownView

Post top and arm mount luminaire

Specifications (continued)

Luminaire Useful Life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool, Philips Advance data and LED manufacturer LM-80/TM-21 data, expected to reach 100,000 + hours (72W32LED and 108W48LED at 700mA) or 94,500 hours (108W32LED and 160W48LED at 1050mA) with >L70 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion.

Wiring

18AWG wire, 6" (15mm) minimum extending from luminaire.

Optional Terminal block

Terminal block connector 600V, 85A for use with #14-2 AWG wires from the primary circuit, located inside the housing. Due to the inrush current that occurs with electronic drivers, recommend using a 10Amp time-delay fuse to avoid unwanted fuse blowing (false tripping) that can occur with normal or fast acting fuses. Fuses and holders by others or consult factory

Hardware

All non-ferrous fasteners prevent corrosion and ensure longer life. All seals and sealing devices are made and/or lined with EPDM silicone rubber.

Finish

Color in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with 1 mils / 24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard. The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

BKS:	Black Smooth
WHS:	White Smooth
BZS:	Bronze Smooth
GNS:	Green Smooth
BK:	Black Texture
WH:	White Texture
BZ:	Bronze Texture
GN:	Green Texture

LED products manufacturing standard

The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards to eliminate ESD events that could decrease the useful life of the product.

Vibration Resistance

S2, S3, S4 Fitter and A Arm Mount Meets the ANSI C136.31, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications (Tested for 3G over 100,000 cycles).

Certifications and Compliance

cETL listed to Canadian safety standards for wet locations. Manufactured to ISO 9001:2008 Standards. UL8750 and UL1598 compliant. ETL listed to U.S. safety standards for wet locations. cETL listed to Canadian safety standards for wet locations. LM80 & LM79 tested. Listed on the DesignLights TM Consortium (DLC) Qualified Products List (QPL). ANSI C136 standards: .2, .3, .10, .14, .15, .22, .25, .31, .37, .41.

Service Tag

Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away. For more details visit: philips.com/servicetag

Limited Warranty

5 year standard warranty. Options available for extended warranties – contact factory. See signify.com/warranties for details and restrictions.

Brackets and Poles

Visit the website for pole and post top bracket options.



Resolution 6-B



NASSAU SUFFOLK TOWN CLERKS ASSOCIATION MEETING

Hosted by Donna Lent
Town Clerk, Town of Brookhaven

Where: Brookhaven Town Hall
1 Independence Hill
Media Room – 2nd floor
Farmingville, NY 11738
Phone # (631) 451-6920

When: **Wednesday, March 11, 2020**
11:30 AM – Lunch
Presentations & Business Meeting to Follow
Cost: \$20 per person

Guest Speaker:
Gary Martinez and Chris Squillacioti
New York State Department of Health
Bureau of Vital Records

Please RSVP: Donna Lent
townclerk@brookhavenny.gov - (631) 451-6920
By Wednesday, March 4, 2020



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

TRAINING REQUEST FORM

GCF-11 (1/20)

Submit this form to the City Clerk upon authorization of the Department Head for approval by the City Council.

Plan ahead: City Council approval can take two to three weeks (or longer during summer months).

Upon approval by the City Council, a copy of this form with City Clerk authorization must accompany all associated purchase order request forms, vouchered invoices and travel reimbursement requests when submitted to the Finance Department.

Date: 03/04/2020

Your Name: Gaspare Tumminello

Department: Clerk's Office

Class Requested: Town Clerks Association Meeting

Date(s) of Class(es): 03/11/2020

Cost of Class: \$20.00

Other Costs Associated with Class:

Airfare:

Car Service:

Hotel:

Meals:

Rental Car:

Parking:

Gas/Mileage: 76 Miles X .575 = \$43.70

Tolls:

Total Estimated Cost of Class: \$63.70

Department Head Signature: *Jim Dwyer* 3/4/20

FOR CITY CLERK USE ONLY

Date of Resolution:

Resolution Number:

City Clerk Signature:

Resolution 6-C



Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencoveny.org



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

Phone: (516) 676-2000
Fax: (516) 759-6791
www.glencove-li.us

TRAINING REQUEST FORM

Date: 2/10/2020
Your Name: Emanuel Grella Department: DPW - Roads
Class Requested: OSHA 30hr. Cost of Class: \$949.00
Date(s) of Class(es): 4/27/2020 - 5/1/2020 5 days

Costs Associated with Class:

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

Total Estimated Cost of Class plus Expenses:

FUND LINE: _____

Department Head Signature: _____

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

Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencoveny.org



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

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

TRAINING REQUEST FORM

Date: 2/10/2020
Your Name: Keith Simpson Department: DPW Roads
Class Requested: OBHA 30hr Cost of Class: \$949.00
Date(s) of Class(es): 4/27/2020 - 5/1/2020

Costs Associated with Class:

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

Total Estimated Cost of Class plus Expenses:

FUND LINE: _____

Department Head Signature: _____

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

Timothy Tenke
Mayor
Sandra Clarson
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sclarson@cityofglencoveny.org



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www.glencove-ny.us

TRAINING REQUEST FORM

Date: 2/10/2020
Your Name: Vincent Martinez Department: DPW-Admin.
Class Requested: OSHA 30hr. Cost of Class: \$949.00
Date(s) of Class(es): 4/27 - 5/1/2020 5 days.

Costs Associated with Class:

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

Total Estimated Cost of Class plus Expenses:

FUND LINE: _____

Department Head Signature: _____

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

Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencoveny.org



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

TRAINING REQUEST FORM

Date: 2/10/2020
Your Name: Frank Basile Department: DPW - Garage
Class Requested: OSHA 30hr. Cost of Class: \$ 949.00
Date(s) of Class(es): 4/27/2020 - 5/1/2020

Costs Associated with Class:

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

Total Estimated Cost of Class plus Expenses:

FUND LINE: _____

Department Head Signature: _____

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

Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencoveny.org



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

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

TRAINING REQUEST FORM

Date: 3/3/2020
Your Name: Eli Fazzolari Department: Water
Class Requested: OBHA 30-Hour Cost of Class: \$949.00
Date(s) of Class(es): 4/27/2020 - 5/1/2020

Costs Associated with Class:

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

Total Estimated Cost of Class plus Expenses:

FUND LINE: _____

Department Head Signature: _____

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

Resolution 6-D





Business Automation Services, Inc
661 Plank Road
Clifton Park, NY 12065
Phone 518-371-6869

DATE	INVOICE #
2/20/2020	APR20-39

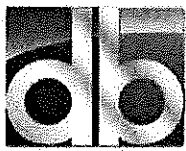
BILL TO
Mr. Gasper Tumminello City Clerk City of Glen Cove City Hall, 9 Glen Street Glen Cove, NY 11542

DUE DATE
3/15/2020

SOFTWARE & SERVICES	AMOUNT
The BAS Clerk Licensing System: Annual Software Support/Maintenance Fee (for the period 4/1/20 - 3/31/21)	2,410.00
<div>Please Note: payment is expected to be received prior to the start of your new service period. This will allow us sufficient time for processing of your check. Thank You.</div>	
Thank you for your business.	Total Due \$2,410.00

Resolution 6-E





**D&B ENGINEERS
AND
ARCHITECTS, P.C.**

330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

Board of Directors

Steven A. Fangmann, P.E., BCEE
President & Chairman

Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

William D. Merklin, P.E.
Senior Vice President

February 21, 2020

Louis Saulino, P.E., Director
City of Glen Cove Water Department
9 Glen Street
Glen Cove, NY 11542

Re: City of Glen Cove
Redevelopment of Well 2S at the Seaman Road Station
Bid No. 2019-015
D&B No. 5119

Dear Mr. Saulino:

On February 14, 2020, the following bidder's proposal was opened and read aloud at City of Glen Cove City Hall, Glen Cove, New York.

A.C. Schultes\$123,126.00

Based upon our review of the proposal and the qualifications of the apparent low bidder, D&B Engineers and Architects, P.C. recommends that the City of Glen Cove award this work to A.C. Schultes in the amount of \$123,126.00.

Upon Notice of Award, the awarded contractor shall be requested to provide all specified insurance and bonds. Conformed copies of the contract documents will be compiled and delivered to your office for execution of the contract with your legal counsel.

If you have any questions or would like to discuss the project in further detail, please feel free to contact me at (516) 364-9890 Ext. 3007.

Very truly yours,

William D. Merklin, P.E.
Senior Vice President

WDM/KDt/kb

cc: J. Ingram (CGC)
M. Colangelo (CGC)
D. O'Connor (CGC)
K. Dirr (D&B)

♦5119\WDM20Ltr-01

Resolution 6-H



**BY-LAWS
OF
THE GLEN COVE VOLUNTEER
EMERGENCY MEDICAL SERVICE CORPS**
REVISED ~~SEPTEMBER 26th, 2017~~ FEBRUARY 13th, 2020

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ARTICLE I: CORPS OFFICERS, ELIGIBILITY, ELECTIONS, VACANCIES & DUTIES

SECTION 1. CORPS OFFICERS

The officers of the Corps shall consist of Chief Officers, Line Officers, Administrative Officers, and Trustees. The term of office of Chief Officers, Line Officers, and Trustees is two years. The term for all other officers is one year.

- A. Chief Officers. The Chief Officers of the Corps shall be a Chief, 1st Assistant Chief, and a 2nd Assistant Chief.
- B. Line Officers. The Line Officers of the Corps shall be a Captain and no more than three (3) Lieutenants. Line Officers are appointed at the discretion of the Chief of the Corps and must meet the eligibility criteria outlined in Article 1, Section 2B.
- C. Administrative Officers. The Administrative Officers shall be an Administrative Manager, Secretary, and a Treasurer.
- D. Trustees. Two members of the Corps shall serve as members of the Board of Trustees.

No member may hold more than one Chief Officer or Line Officer position at the same time. A member may hold multiple Administrative Officer Positions and may serve as a Chief Officer or Line Officer and an Administrative Officer. A Trustee may hold any position so long as it does not conflict with any of the above requirements.

SECTION 2. ELIGIBILITY

No one shall be eligible to be a candidate for a Chief Officer or Line Officer position unless they are a permanent full time member in good standing as defined by the Policies & Procedures of Glen Cove EMS, certified as an EMT-B or higher, and have taken an approved Officers Training Course. In order to remain in office, Chief and Line Officers must remain as full-time members in good standing, and maintain, at minimum, an EMT-B Certification.

- A. Chief Officers. No one shall be eligible for the office of Chief of the Corps who is not a full time member and has not served as a Chief or an Assistant Chief. No one shall be eligible for the office of Assistant Chief who has not served as a Chief, Assistant Chief, or Captain.
- B. Line Officers. No one shall be eligible to be appointed as a Line Officer who is not a full time member and has not successfully completed the Officers Training Course. No one shall be eligible to be appointed to the office of Captain who has not served as Lieutenant. No one shall be eligible to be appointed to the office of Lieutenant who has not served as an Administrative Officer.
- C. Administrative Officer. No one shall be eligible for an administrative office who has not been a ~~permanent~~ member for at least one year by the time they take office. Part-Time and Full Time members are eligible for any administrative office.

| D. Trustees. No one shall be eligible for the office of Trustee who has not been a ~~permanent~~-member for at least five years by the time they take office.

SECTION 3. NOMINATIONS

Nominations ~~for the Department Election of for all~~ officers shall take place at the regular October meeting of the Corps. Nominations for Chief Officers and Trustees shall take place in the year preceding the January in which the Mayor takes office. Nominations for Administrative Officers shall take place annually. A person does not have to be present to be nominated, but at the time of nominations must have shown intent, in writing to the Corps, in order to be nominated in their absence. Nominations for the Department Election may only take place after the October meeting if a quorum was not present at the October meeting. ~~No nominations for any office shall be accepted after the October meeting unless a quorum was not present at the October meeting.~~

SECTION 4. ELECTIONS

- A. Elections. Elections for Officers and Trustees shall take place at the regular November meeting of the Corps from 1900-2030 hours.
- B. Absentee Ballots. Absentee Ballots shall be accepted if placed in a sealed envelope, and then placed inside a second sealed envelope which shall have the seal signed by the absent member. The absent member may then either hand deliver it to a Chief or Trustee, or send it via certified mail to EMS Headquarters. All absentee ballots must be received prior to the meeting in which the election is held.
- C. Write-In Candidates. Votes for write-in candidates shall be accepted provided that the write-in candidate meets all the requirements for said office. All write-in votes for a non-qualified candidate shall be deemed invalid but shall be counted in the total votes cast.
- D. Election Committee. The current Board of Trustees shall act as the election committee and shall see that the election is carried out in a proper manner. At least two (2) members of the Board of Trustees shall be present at all elections and shall serve as the election committee. They shall be responsible for counting and validating the votes. At the time of elections, the Officers shall provide the election committee with a roll-call sheet containing all members eligible to vote and all members who are eligible to hold office. This committee shall have each member sign a roll-call sheet at the time they cast their ballot.
- E. Election Results. For all offices except Trustee, the winner shall be the candidate that receives a simple majority of the votes cast. Simple majority is defined as having one more vote than the next candidate. In the event of a tie, or if a write-in candidate has simple majority and does not accept the position, or if no candidate receives a simple majority of the votes cast, the election shall be suspended for two weeks (fourteen days), at which time a special meeting shall be called – as per Article IV, Sec. 2 C – to continue the Department election with the remaining candidates. In the event a candidate is elected to more than one Chief Office, The candidate shall accept only one Chief Officer position and the election for the other(s) shall be suspended for two weeks (fourteen days), at which time a special meeting shall be called – as per Article IV, Sec. 2 C – to continue the regular election with the remaining eligible candidates. A write-in candidate for the continuation of the regular election shall only be accepted if that write-in candidate tied for the most votes in the original election.
- ~~E-F.~~ For the office of Trustee, the two candidates that receive the most votes shall win the election. In the event of a tie for the second office for Trustee, the election shall be suspended for two weeks (fourteen days) at which time a special meeting shall be called – as per Article IV, Sec. 2 C – to continue the election. Absentee ballots shall be permitted at the special meeting. If another tie results, the same procedure shall be repeated until the second Trustee is elected.

~~F.G.~~ Voter Eligibility. No member may cast a vote for an Officer, Trustee or for any By- Law revision unless they are a Full Time or Part Time member in good standing and have served as permanent member for a total of eight of the last twelve months preceding the election. Up to six months of a permanent member's probationary time may be included in the eight-month requirement if served during said twelve-month period.

~~G.H.~~ Terms. The newly elected and appointed Officers and Trustees shall take office at 0001 hours on the January 1st following the election, and shall serve until their successors take office. Said Officers and Trustees shall take the oath of office at the Installation Dinner which follows their selection.

~~H.I.~~ Special Election. Special Elections may be called by the Chief of the Corps whenever a vacancy arises with more than half of the term remaining in the vacated position. Nominations for the Special Election shall take place at the next regular meeting after the position is known to be vacant. The election must be held no sooner than seventy-two (72) hours after the nomination in the event a Special Meeting is called for the purpose of election, but not later than after the following regularly scheduled meeting. Absentee Ballots may be cast for the Special Election but must adhere to all rules outlined in Article I, Sec. 4 B.

Serve as advisor to the local Planning Board, Zoning Board of Appeals, Examining Board of Plumbers and Urban Renewal agencies;

[Amended 6-28-2016 by L.L. No. 9-2016]

- c. Provide to the Mayor quarterly reports of all activities of the Department and all inspectors, in addition to any reports directed to be made to the Mayor; and
- d. Make recommendations to the Mayor for the hiring of a Building Inspector and sufficient Assistant Building Inspectors as warranted by the workload and within allocated resources whereby each of these inspectors may act for and in place of Plumbing Inspectors, Fire Inspectors and/or Multiple Residence Inspectors.

D. This section shall take effect upon its filing with the Office of the Secretary of State.

§ C2-16 Housing authority; created, organized, powers, duties.

A municipal housing authority to be known as the "Glen Cove Housing Authority" is hereby created and established for the City of Glen Cove, in the County of Nassau, New York for the accomplishment of any or all of the purposes specified in Article eighteen of the Constitution of the State of New York. It shall constitute a body corporate and politic, be perpetual in duration and consist of five members. It shall have the powers and duties now or hereafter conferred by the Public Housing Law upon municipal housing authorities. It shall be organized in the manner prescribed by and be subject to the provisions of the Public Housing Law, and the authority, its members, officers and employees and its operations and activities shall in all respects be governed by the provisions of the Public Housing Law.

§ C2-17 Boards, commissions and agencies.

[Amended 6-28-2016 by L.L. No. 10-2016]

- A. There is hereby continued the Youth Council, the Recreation Commission, the Board of Ethics, the Grievance Board, the Examining Board of Plumbers, the Planning Board, the Commission for Conservation of the Environment, the Commission on Architecture and Urban Design, the Zoning Board of Appeals, the Senior Citizens Advisory Council, the Harbor and Waterfront Development and Conservation Commission, and the Municipal Golf Course Commission.
- B. The City Council may from time to time abolish or establish such other boards, commissions and agencies as provided in this Charter and any general or special law.

§ C2-18 Volunteer fire departments.

- A. The City of Glen Cove Volunteer Fire Department shall continue to consist of the following companies:
 - (1) Pacific Engine and Hose Company No. 1.
 - (2) Hook and Ladder Company No. 1.
 - (3) Chemical Engine Company No. 1.
 - (4) Engine and Hose Company No. 4.
- B. The purpose and objectives of the Department shall be:
 - (1) To maintain a volunteer organization to extinguish fire and to protect the lives and property of the residents of the city from destruction and damage by fire;

- (2) To perform any other service in the line of fire duty when called upon by the Mayor for aid or assistance; and
- (3) To render service in case of accident, public disaster or other emergencies in which their services may be required.

C. The Department and its Companies shall have all the powers and duties conferred upon it or them by all general and special laws and shall have the power to adopt and amend a Constitution and Bylaws for the organization, operation and discipline of the Department, which shall be subject to approval, amendment or revocation by the City Council. The Mayor shall generally exercise supervision over the Fire Department, shall have the powers to appoint five members to the Board of Fire Commissioners from outside the Department, to approve or disapprove the election of officers of the Department and the officers and new members of the various Companies and to approve or disapprove the removal of new members on probation. The Constitution and Bylaws of the Department shall specify the manner in which the powers of the Mayor shall be exercised.

D. Membership; meetings.

- (1) The Board of Fire Commissioners shall consist of five members from outside the Department membership and one member from each of the Companies. The Fire Chief and his or her Assistant Chiefs shall be ex officio members of the Board.
- (2) The members from outside the Department shall be appointed by the Mayor within one month of assuming his or her office. The Mayor shall appoint one of the outside members as Chairperson of the Board who shall vote only in case of a tie.
- (3) The member of each Company shall be elected on the third Monday of December preceding the January in which the Mayor takes office.
- (4) The members of the Board shall hold office during the term of office of the Mayor or until his or her successor has been appointed and qualifies.
- (5) The Board shall hold such meetings and fix such rules for their government as they may deem proper.
- (6) The Board shall have the power to instigate any investigation regarding the affairs of the Department or Companies or the conduct of any member of the Department which might reflect discredit to the Department, and to examine the books and records of the Department, of any Company or any officer thereof and to summon in writing, stating reasons, any member of the Department to appear before them if such appearance is in judgment of the Board in the best interests of the Department.

§ C2-19 (Reserved) ^[1]

[1] *Editor's Note: Former § C2-19, Department of Code Enforcement; powers; duties, added 4-14-2009 by L.L. No. 2-2009, was repealed 1-29-2015 by L.L. No. 1-2015.*

§ C2-20 Department of Personnel; powers; duties.

[Added 4-14-2009 by L.L. No. 3-2009]

- A. There shall be a Department of Personnel, the head of which shall be the Personnel Officer.
- B. The Personnel Officer shall be appointed by the Mayor with the consent of the Council, subject to the provisions of the Civil Service Law, and shall be under the direction and supervision of the Mayor.
- C. The Personnel Officer shall:

Resolution 6-J





February 28, 2020

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

Re: Municipal Lease/Purchase Financing Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to the City of Glen Cove the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the City of Glen Cove would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a Phones, Server, Infrastructure Project, IT Room Cooling, Electrical Upgrades. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Glen Cove
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital & it's assigns
EQUIPMENT:	Phones, Server, Infrastructure Project, IT Room Cooling, Electrical Upgrades
EQUIPMENT COST:	\$568,923.60
DOWN-PAYMENT:	\$0
AMOUNT FINANCED:	<u>\$568,923.60</u>
TERM:	<u>5 Years</u>
ANNUAL LEASE PAYMENTS:	\$126,129.18
FIRST PAYMENT DUE:	2 Months from Lease Commencement
PURCHASE OPTION:	\$1.00
PRICING:	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by and the transaction closes/funds prior to March 31st, 2020. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$250 paid to Lessor at closing

DOCUMENTATION:

Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

TITLE / INSURANCE:

Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS:

This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

**SOURCEWELL CONTRACT:
#032615-NCL**

NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
NCL's Sourcewell Contract # is 032615-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Katie Vangsness - (866) 763-7600
kvangsness@lscfinancial.com

ACCEPTANCE

As a duly authorized agent of the City of Glen Cove, I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: _____
NAME: _____ TITLE: _____
PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOU OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

Resolution 6-J



PROFESSIONAL CONSULTING AGREEMENT

AGREEMENT made as of this 1 day of January, 2019, by Elm Consulting Group Ltd., 31 Dosoris Way, Glen Cove, New York 11542 (hereafter referred to as "Consultant"), and the City of Glen Cove, a municipal corporation in the County of Nassau and State of New York (hereafter referred to as the "City"), 9 Glen Street, Glen Cove, New York 11542;

WHEREAS, the City and Consultant desire to enter into an agreement for the performance by Consultant of professional services in connection with certain activities being conducted in the City, specifically, to manage the City's municipal Golf Course operations including facilities and activities; to administer concessionaire contracts and ensure that contract provisions are met; to oversee facilities maintenance activities; and to do related work as hereafter more particularly stated;

NOW, THEREFORE, in consideration of the obligations hereafter set forth, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** Consultant shall be under the supervision and be directly responsible to the Mayor of the City. Consultant shall regularly report and consult with the Mayor or his/her designee, with regard to the services it renders pursuant to this Agreement and shall execute and carry out any directives given by the Mayor in connection with the duties to be performed by it under this Agreement. Consultant shall use its best efforts, in accordance at least with prevailing minimum area standards for same, to perform professional services and other related duties, including the rendering of such progress and final reports in such form and content as may be requested in writing from time to time by the City, including but not limited to the following:

Golf Course Duties

- A. Oversee and manage, in cooperation with the Golf Professional and the Greens Keeper, Golf Course functions, outings, tournaments, activities, operations and maintenance.
- B. Develop standards of quality for Golf Course staff and ensure the development and implementation of goals and objectives for the Golf Course.
- C. Assist in negotiating concessionaire contracts; administer contracts and review revenues and expenditures and ensure that contract provisions are being met for pro-shop, restaurant and related activities.
- D. Review all maintenance activities in cooperation with the Greens Keeper for Golf Course maintenance.
- E. Review work orders, prioritize work and review work in progress and upon completion, ensure that work meets accepted standards and requirements; resolve contract problems.
- F. Plan and implement, upon approval and in cooperation with the Greens Keeper and Golf Professional, short- and long-term renovation of course grounds and facilities; analyze alternatives and determine whether such renovation should be done by City or by a contractor.
- G. Participate in the development of specifications for capital improvements.
- H. Provide for training and development Golf Course staff.
- I. Resolve public concerns and complaints regarding Golf Course facilities and functions; confer with concessionaires regarding their services and ensure that standards are set for maximum public participation and enjoyment.
- J. Prepare and administer the Golf Course's budget, including appropriate budgetary controls.

K. Ensure compliance of Golf Course activities with applicable codes, regulations and guidelines.

L. Review Golf Course charges and fees and ensure that they are appropriate in the current market.

M. Enforce on-site City ordinances regarding the safe and proper use of Golf Course facilities.

N. Coordinate facilities and course maintenance activities with the Greens Keeper and staff of other City departments.

O. Coordinate and oversee the design and renovation of Golf Course facilities and grounds with Greens Keeper and staff of other City departments.

P. Prepare and direct the maintenance of accurate records, files and reports related to the work of the Golf Course.

Under this Agreement, Consultant shall at all times act as an independent professional contractor and not as an employee of the City, and shall have no authority to act as an agent or representative of the City or to enter into any financial or other contractual commitment on behalf of the City without the prior written approval of same granted in accordance with law. This Agreement shall be effective from January 1, 2018 to December 31, 2018 unless sooner terminated as provided hereafter.

2. **DUTIES OF THE CITY:** City will furnish Consultant for his sole use and occupancy reasonable office space at the Golf Course for the operation of its business.

3. **PAYMENT:**

(a) Fee Paid. The City shall pay Consultant Annual fee of \$45,000.00 which shall be payable in equal installments of \$ 3,750.00 per month appropriated for services performed hereunder during the term of this Agreement. Payment for fractional periods shall be pro-rata.

(b) Rendition of Invoices. Payment of fees will be made upon the submission by Consultant to the City Controller of invoices in the form

prescribed by the City. Such invoices shall specify in detail the periods for which fees are claimed and the services performed.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective from January 1, 2019 to December 31, 2019 unless sooner terminated as provided hereafter. This Agreement shall be effective for the period provided. It may be terminated with or without cause, for any reason whatsoever, at any time by either party by giving thirty (30) days written notice to the other.

5. **CONFLICTS OF INTEREST:** Consultant represents that neither he nor his firm is now performing, nor will perform during the period of effectiveness of this Agreement, any consulting or other services for any person, firm or corporation which results or might result in a conflict of interest between Consultant and the City, directly or indirectly, Consultant agrees promptly to disclose any and all such conflicts, of interest in writing to the City, giving full particulars.

6. **TITLE TO DATA AND PROPERTY PRODUCED BY CONSULTANT:** Consultant agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analyses, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the City and Consultant, consultant shall not have the right to sell, disclose or make same available to third parties without the prior written consent of the City.

7. **CONFIDENTIALITY:** Consultant agrees to treat and maintain as confidential, and not to disclose to any third party or to use for his own benefit, reproduce or have reproduces, any information or other such document or data obtained, learned or produces as a result of the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not unreasonably be refused, and to both require and furnish copies to the City of an identical covenant executed by all agents, employees, or subcontractors of Consultant participating in the rendering of the services hereunder.

8. **INSURANCE AND INDEMNITY:** Consultant shall, at its own cost and expense, procure insurance for the term of this Agreement to protect Consultant from claims under the Workers Compensation

Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect Consultant and the City from any claims for damages to property and for personal injuries, including death, which" may arise from the services provided by Consultant or anyone directly or indirectly employed by Consultant. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and shall name the City of Glen Cove as an "additional insured".

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

Consultant shall pay all lawful costs and charges incurred by Consultant in the performance of services hereunder, whether or not reimbursed to Consultant by the City, including, but not limited to, salaries and wages of Consultant's employees (the latter in accordance with applicable minimum wage laws), and shall procure and maintain such Disability and Unemployment insurance as required by law.

9. **COMPLIANCE WITH LAWS** : Consultant agrees to comply with all New York laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.


10. **COMPLETE AGREEMENT: GENERAL PROVISIONS**: This Agreement is hereby deemed to be complete, take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto, All notices by either party to the other required or permitted hereunder shall be effective if sent by ordinary mail to the other party at the address first above written, unless a different address be sooner specified in writing and this Agreement may not be assigned or transferred by Consultant without prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

THE CITY OF GLEN COVE


By Timothy Terke - Mayor 01/09/19

ELM CONSULTING GROUP LTD


By John Grella

Resolution 6-K



AGREEMENT

This agreement entered into at Glen Cove, New York as of January 1, 2016 by and between the City of Glen Cove, hereinafter referred to as "CITY," and RC Golf Corp., hereinafter referred to as "PROFESSIONAL."

Whereas, the CITY is desirous of engaging the services of a golf professional, and,

Whereas, the PROFESSIONAL is a qualified "golf professional" experienced in golf, operation of pro shops, driving ranges, teaching of golf, proper organization and conducting of golf tournaments and outings; and

Whereas, the PROFESSIONAL is desirous of undertaking the duties of the golf professional of the CITY,

Now, therefore, the parties, in consideration of the mutual covenants and agreements herein contained, agree as follows:

I. Term

The CITY hereby engages the services of the PROFESSIONAL as its CITY golf professional for the golf facility operated by it at Lattingtown Road, Glen Cove, New York 11542, hereinafter referred to as the "GOLF COURSE") for a term of one year (12 months), commencing January 1, 2016 and ending December 31, 2016.

II. Duties of the PROFESSIONAL

A. The PROFESSIONAL, except as may otherwise be set forth herein, shall devote his full time, attention and energies to the performance of duties as golf professional at the GOLF COURSE during the term of this agreement. He further agrees to utilize his best efforts and time to advance the interests of the CITY and the GOLF COURSE. He shall perform his duties to the best of his abilities with the understanding that the nature of his duties and responsibilities hereunder are such that his physical presence at the GOLF COURSE is critical to the performance of his obligations under this Agreement and require that he spend substantially all of his normal working hours at the GOLF COURSE.

B. In cooperation with Elm Consulting and/or the Golf Course Administrator (collectively "MANAGER"), the PROFESSIONAL shall conduct all golf tournaments and shall initiate and promote golf activities for members, CITY residents, non-residents, guests, visitors, golf officials and tournaments/outings.

C. The PROFESSIONAL shall cooperate with members, CITY residents, nonresidents, guests, visitors, golf officials and tournaments/outings and the Mayor and CITY Council and render professional advice, opinions, assistance and services as required.

D. The PROFESSIONAL shall maintain a credit rating with suppliers and manufacturers and others so as not to discredit the reputation or name of the CITY.

E. The PROFESSIONAL shall supervise, direct and train a staff of employees, including assistant professionals, so as to perform duties and meet requirements for sales, rentals and services that are, in the opinion of the CITY and the PROFESSIONAL, necessary.

F. The PROFESSIONAL shall operate and maintain a golf shop for repairs, handling, storage, sales and services related to golf equipment/accessories.

G. The PROFESSIONAL shall operate the driving range for the benefit of the public at hours set by the PROFESSIONAL, to be constrained within the hours from sunrise to sunset (except as modified by Terms of Section 3 C. below), seven days per week for the duration of the season.

H. The PROFESSIONAL shall supply golf balls at its own cost and expense for the driving range

I. The PROFESSIONAL shall provide free golf balls for each participant at every golf outing. For the purposes of this Agreement, a golf outing shall be defined as a round of golf to be played by a group of golfers numbering twenty four or more people which has been sanctioned, approved or solicited by the CITY or MANAGER,.

J. The PROFESSIONAL shall be permitted to operate its own summer golf camp at fees commensurate with the charges of other municipal golf courses within Nassau County, New York.

K. The PROFESSIONAL shall arrange to have E-range software installed herein and shall receive a credit for and honor all prepaid golf cards presented for credit from prior golf seasons. Either party shall be entitled to a full and certified audit upon request.

L. The Professional shall provide complimentary golf balls for all groups awarded a certificate for free play by the Mayor.

M. The PROFESSIONAL will cooperate and work closely with the GOLF COURSE Manager, Mayor and other CITY employees, consultants and other concessionaries.

N. The PROFESSIONAL agrees to be available at reasonable times and with reasonable notice to attend meetings with the Mayor and the Golf Course Manger, as well as with the CITY Council, to discuss areas both within the realm of the PROFESSIONAL'S duties and those for the benefit of the CITY.

III. Duties of the CITY

The CITY agrees:

- A. To be responsible for the salaries and supervision of the personnel, maintenance staff and other employees who shall manage the golf course, with the exception of the driving range pursuant to the terms and conditions set forth in Paragraphs D, E and F of this Section.
- B. To encourage all tournaments/outings, members, CITY residents, non residents, guests, visitors and golf officials to purchase prize requirements from the golf pro shop.
- C. To furnish to PROFESSIONAL and maintain for his use and sole occupancy all necessary facilities, for the operation of his business, as set forth herein, including, but not limited to, areas on the GOLF COURSE premises for the golf shop and the driving range operation. The parties agree that nothing contained herein shall require the CITY to maintain night lighting for the purpose of operating the driving range herein, however the CITY shall put forth its best effort to provide such night lighting, in order to maximize the availability of the driving range for the benefit of the public. PROFESSIONAL agrees to reimburse the City for the cost of maintaining the consumable components of the lights for the driving range herein. Upon use by PROFESSIONAL Lights are to run a cost of \$2.00 per hour for each pole in use.
- D. To furnish and maintain facilities to store, house and maintain the required golf equipment necessary to the facilities subject to this agreement.
- E. To furnish and maintain both practice areas and driving range as necessary for the PROFESSIONAL to conduct his lessons and golf camp as well as those of his assistant professionals.
- F. To maintain the lawn at the driving range, and to maintain the fixed equipment and personal property and machinery associated with operation of the driving range, which equipment, personal property and machinery is specifically enumerated in Schedule A, attached hereto. The shed adjacent to the driving range shall be shared by city and Professional herein.
- G. The CITY shall indemnify, defend and hold harmless PROFESSIONAL against any and all claims, suits, liabilities and damages, including reasonable attorneys fees and costs, resulting from the use of the golf course by the members or general public, except, however, for loss, damages or injuries due to the negligence of the Professional or any of its agents, servants or employees.

IV. Compensation

The PROFESSIONAL shall pay the CITY for the use of the driving range, the sum of \$15,000.00 per year, said sums which shall be payable in six (6) equal monthly installments as follows:

May1, 2014-----\$2,500.00

June 1, 2014-----\$2,500.00

July 1, 2014 -----\$2,500.00

August 1, 2014-----\$2,500.00

September 1, 2014----\$2,500.00

October 1, 2014 -----\$2,500.00

The PROFESSIONAL shall be compensated the sum of \$500.00 directly by the outing organization (the "Outing Fee") for every golf outing/tournament held at the golf course in accordance with Section II, paragraph I of this agreement.

The PROFESSIONAL shall be entitled to all revenues generated or collected by the ball dispenser machines, whether such revenue is transacted in cash or by credit card or token and shall be credited for all e-range credits redeemed and utilized by golfers from prior seasons. The PROFESSIONAL shall have sole and exclusive access and control of the ball dispenser machines.

V. Independent Contractor Status

During the term of this agreement, the PROFESSIONAL shall be under the supervision and directly responsible to the Mayor of the CITY. PROFESSIONAL shall regularly report and consult with the Mayor, or his designee, with regard to the services he renders pursuant to this Agreement and shall execute and carry out any directives given by the Mayor in connection with the duties to be performed by him under this Agreement.

It is the express understanding of the parties that this Agreement does not constitute an employer-employee arrangement. PROFESSIONAL is an independent contractor, and covenants that he will conduct himself consistent with said status. PROFESSIONAL will neither hold himself, or any of his agents or employees, out as, or claim to be, an employee of the CITY by reason hereof, and shall not make any claim, demand or application to and for any right of privilege applicable to an employee of the CITY, including, but not limited to, health insurance, worker's compensation coverage, unemployment benefits, social security coverage, or retirement or pension membership of credit.

VI. Concessions

PROFESSIONAL shall be given exclusive rights to and a concession to operate the "pro-shop" located at the GOLF COURSE with the obligation upon the PROFESSIONAL to maintain a proper stock to adequately serve the members, CITY residents, non-residents, guests, visitors, golf officials and tournaments/outings. Failure to maintain proper stock shall be deemed a breach of this Agreement! It is expressly understood and agreed by the parties hereto that all inventory and proceeds from the sale of the said inventory are the sole and exclusive property of PROFESSIONAL. This exclusive concession is pursuant to the following terms:

A. The "pro-shop" shall be open not later than one-half hour after the GOLF COURSE opens and should remain open until the GOLFCOURSE closes.

B. It is understood and agreed that PROFESSIONAL shall repair and maintain the fixed equipment and personal property for the operation of the pro shop. Equipment and property shall consist of display counters, shelves *and* personal phones. The CITY shall repair and maintain the buildings for use by the PROFESSIONAL.

C. Any additional fixed equipment not deemed necessary by the CITY, but desired by PROFESSIONAL, may be purchased by PROFESSIONAL, who shall make prompt and full payment of the same. Such fixed equipment so purchased by PROFESSIONAL, including the terms of purchase, shall first be approved by the CITY, before being delivered or installed on the GOLF COURSE or in the pro shop; and the installation shall be subject to inspection and approval by the CITY. Title to all fixed equipment shall immediately vest in the CITY. Before such fixed equipment is installed, PROFESSIONAL shall exhibit to the CITY a paid, receipted, bill for the same or letter from the supplier providing such equipment that the CITY has no obligation and responsibility for payment of the same.

D. PROFESSIONAL agrees to supply and maintain, at his own cost and expense, all additional expendable equipment and such other equipment necessary for the proper operation of the concession. Such equipment must be approved by the CITY before it is delivered to the GOLF COURSE premises, and an inventory of same furnished to the CITY. The title to such equipment supplied or purchased by PROFESSIONAL shall remain in PROFESSIONAL, and such equipment shall be removed by him at the termination of this Agreement, except as hereinafter provided. Upon PROFESSIONAL'S failure to remove same, the CITY may cause it to be removed and harbored at the sole cost and expense of PROFESSIONAL, and the CITY shall have a lien thereon for the cost and expense of such removal and storage until paid.

E. PROFESSIONAL warrants and agrees that all material or supplies sold pursuant to this Agreement shall be of good, merchantable quality and shall be sold at the current, fair market prices of such articles. PROFESSIONAL shall submit to the CITY, on request, a list or schedule of the articles to be offered for sale pursuant to this Agreement, and the CITY reserves the right to disapprove such items as the CITY may consider not appropriate for public sale in the pro shop. PROFESSIONAL agrees to include in the schedule and keep on hand for sale, at the request of the CITY, additional articles offered for sale at like prices outside the GOLF COURSE for which there is public demand.

F. PROFESSIONAL agrees that at all times free access will be given to representatives of the CITY or of the Department of Health, for inspection purposes.

G. PROFESSIONAL and any qualified assistant designated by him shall have the exclusive right to give golf lessons at the GOLF COURSE. Charges for such lessons shall be fixed by the PROFESSIONAL and shall be commensurate with the charges of other municipal golf courses within Nassau County, New York. PROFESSIONAL shall have unlimited use of *any and all* booths at the range and range balls for giving said lessons as such unlimited use for his staff to practice. PROFESSIONAL and his assistants shall have reasonable personal use of and access to the golf course and golf carts at reasonable times and at no charge. In regard to his role as the "golf professional," PROFESSIONAL agrees to be present, in person or through a qualified assistant, at the GOLF COURSE for five (5) days per week, plus Monday tournament /outings, plus be present in person or through a qualified assistant at any time there is a tournament or days when the course is being rented to organizations for outings. On those days PROFESSIONAL is not personally present at the GOLF COURSE in his capacity as the "golf professional," he must have a qualified representative/assistant to maintain a presence at the GOLF COURSE. Any expenses associated with said representative's / assistant's presence at the GOLFCOURSE, including salary, if any, shall be paid by PROFESSIONAL. The above attendance schedule shall apply during the "golfing season" which is defined for the purposes of this Agreement to be from May 1 through October 31.

H. PROFESSIONAL assumes all risk in the operation of the pro shop and use of driving range by PROFESSIONAL and/or his assistants, and agrees to comply with all Federal, State and local laws, rules and regulations and all rules, regulations and ordinances of the CITY, affecting said premises in regard to all matters, and especially in the sale, use and storage of athletic equipment, clothing and sports merchandise, and the limitation of parts of the premises to special uses, and hereby covenants and agrees to indemnify and save harmless the CITY and its officers and employees from any kind and all claims, suits, losses, damages or injury to person or property of whatsoever kind and nature, whether directly or indirectly arising out of the operation of the pro shop or the range by PROFESSIONAL and/or his assistants or the carelessness, negligence, or improper conduct of PROFESSIONAL or any servant, agent or employee or PROFESSIONAL, which responsibility shall not be limited to the insurance coverage provided therein and shall hold the CITY harmless from any claims arising out of any violation of law ordinances and regulations, and from any and all claims for loss, damages or injury to persons or property of whatever kind or nature, inclusive of reasonable attorneys' fees, arising from the operation of the pro shop and use of the driving range by PROFESSIONAL and/or his assistants except, however, for loss, damages or injuries due to the negligence of the CITY or any of its agents, servants or employees.

I. PROFESSIONAL shall, at his own cost and expense, procure insurance for the term of this agreement, from companies licensed to do business in the State of New York, to protect PROFESSIONAL from claims under the Workman's Compensation Law, and shall also procure such public liability insurance as will protect PROFESSIONAL and the CITY from any and all claims for damages to property and for personal injuries, including death, which may arise from PROFESSIONAL'S contemplated actions hereunder and the actions of anyone directly employed by PROFESSIONAL in connection therewith. All policies shall be delivered to the

CITY with full premiums paid before the commencement of any operations under the Agreement, and all policies shall be subject to the prior written approval of the CITY as to adequacy and form protection. In connection therewith, all liability policies: (i) shall provide limits of One Million (\$1,000,000.00) Dollars for one person and One Million (\$1,000,000.00) Dollars for more than one person injured or killed in any one accident, and property damage in limits of One Million (\$1,000,000.00) Dollars; (ii) shall name the CITY as an "additional insured" with respect to this operation; and (iii) shall contain an endorsement that such insurance may not be cancelled except upon thirty (30) days prior written notice to the CITY.

J. The PROFESSIONAL shall be permitted to operate its own golf camp during the summer months.

K. The PROFESSIONAL shall supervise all golf activities in connection with outside tournaments and outings and shall provide the participants with adequate services as may be required. The PROFESSIONAL shall charge a \$500 tournament/outing fee for each tournament/outing played at the GOLF COURSE with no minimum charge required to paid in the pro-shop .

L. The CITY shall use reasonable efforts to include golf course email notifications to its members, a section or column dedicated to promotion of the pro shop and driving range concessions, the language of such section or column to be submitted by PROFESSIONAL and approved by CITY or MANAGER, such approval not to be unreasonably withheld.

VII. Tournament Play and Meetings

The PROFESSIONAL shall have the right and is expected to represent the CITY in various golf competitions to be agreed upon by the PROFESSIONAL and the Mayor. He shall submit his proposed tournament schedule (exclusive of events during his vacation periods) for prior approval by the Mayor which approval, in his sole discretion, the Mayor may deny. In the event is approved and he qualifies, he shall have the right to play in the event.

VIII. Termination

This agreement will terminate upon the happening of any of the following events:

A. Upon its normal termination if not renewed.

B. Upon the death of the PROFESSIONAL.

C. Upon the physical disability of the PROFESSIONAL. Said disability shall be such as will incapacitate the PROFESSIONAL for an aggregate of three (3) months during the working period of this agreement. After such period the CITY can elect to terminate this agreement within thirty (30) days after notice is delivered to the PROFESSIONAL.

D. Upon written notice by the CITY of termination for good and sufficient cause. Such good and sufficient cause shall include, but not be limited to, the following:

1. Dishonesty detrimental to the best interests of the CITY.
2. Continuing inattention or negligence of duties.
3. Serious illegal or immoral conduct.
4. The City notifying PROFESSIONAL of the City's intent to contract with a third party to administer and manage the GOLF COURSE, such contracting to commence no earlier than April 1, 2016. Notice to PROFESSIONAL of CITY's intention to enter into such contract shall be no less than 90 days prior to commencement of the golf season which shall be deemed May 1, 2016 for this agreement.

In the event of termination of this agreement, the PROFESSIONAL shall be paid his compensation to and including the month of death or, in the event of disability, shall be paid to the last day of a month in which termination occurs.

The PROFESSIONAL or his representative shall be responsible for all outstanding debts and obligations of the PROFESSIONAL. An escrow fund in the amount of \$5000.00 shall be established for the payment of any such unpaid debts and obligations submitted to the City or the PROFESSIONAL'S successor in interest subsequent to the termination date of this agreement. The escrow fund shall be held by the City for a period of one hundred and twenty (120) days from the termination date. Upon the expiration of the one hundred and twenty (120) day period the balance of the escrow fund, without interest, shall be remitted to the PROFESSIONAL.

IX. End of Term

PROFESSIONAL at the expiration or sooner termination of this Agreement shall quit and surrender the pro shop and any rights to the driving range and all property thereon belonging to the City in a good condition as when taking possession thereof, reasonable wear and tear and damage by the elements excepted.

X. Breach

A. In the event that either party claims that the other is guilty of a substantial breach of any of the provisions of this agreement, a conference will be called between the parties and every reasonable effort shall be made to reach an amicable solution. At said conference, either party shall be entitled to have representatives present.

B. Either party shall have 30 days within which to correct any activity or conduct claimed by the other to have constituted a substantial breach of the agreement.

C. In the event that either party notifies the other in writing within said 30-day period of its denial of said substantial breach, then the dispute shall be submitted for arbitration under and pursuant to the rules of the American Arbitration Association.

D. In the event that either party shall, within said 30-day period, fail to correct the activity claimed to constitute a substantial breach of this agreement, or to notify the other party in writing of its denial of said substantial breach of this agreement, then this agreement shall cease and terminate as of the expiration of said 30-day period.

XI. Notice

Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by registered or certified mail, in the case of the PROFESSIONAL to his residence at 1 Beach 105 Street, Rockaway Park, New York 11694, and in the case of the CITY to its principal office located at 9-13 Glen Street, Glen Cove, New York 11542.

XII. Construction

This agreement shall be controlled by the laws of the State of New York and no defense given or allowed by the laws of any other state or country shall be interposed in any action herein unless such defense is also given or allowed by the laws of the State of New York.

XIII. Severability

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

XIV. Waiver

Failure to insist upon strict compliance with any terms, covenants or conditions of the agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

XV. Waiver or modification

Any waiver, alteration or modification of any of the provisions of the agreement, or cancellation or replacement of this agreement, shall not be valid unless in writing and signed by the parties.

XVI. Benefit and assignment

This agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns.

XVII. Entire agreement

This agreement contains the entire agreement between the parties and may not be amended or modified except by a subsequent agreement in writing. It supersedes any prior written agreement the parties hereto with respect to the subject matter hereof. All the parties hereto acknowledge and agree that no alleged representations, warranty, guaranty, letter or agreement, verbal or collateral, express and/or implied, not expressly set forth herein, unless attached hereto as an

exhibit or schedule, shall have any legal effect whatsoever. This Agreement and its provisions, exhibits, and schedules merge any prior agreements, if any, of the parties and is the complete and entire agreement.

XVIII. No Assignment, Subcontract or Sublet

PROFESSIONAL shall not assign, subcontract, or sublet this Agreement hereby made, or any interest therein, or consent, allow or permit any other person or party to use the premises, buildings or spaces, or perform any services covered by this Agreement; nor shall this Agreement be transferred by operation of law without prior approval in writing being obtained from the City. Any agreement or contract for assignment, subcontracting, or subletting this Agreement must incorporate all pertinent terms of this agreement, and a copy must be submitted to the City for approval.

XIX. Further Assurances

Each party shall execute, acknowledge, verify and deliver any and all further document and/or affidavits requisite or appropriate to effectuate the provisions and purpose of the Agreement.

XX. Counterparts

The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

XXI. Waiver of Jury Trial

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

XXII. Venue

In the event of any dispute hereunder, any action or proceeding which any party shall commence shall be brought in the Supreme Court of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

CITY of Glen Cove

By

(CITY)

(Date)

RC Golf Corp.

By:

(Professional – as President)

(Date)

Resolution 6-L



AGREEMENT

AGREEMENT ("Agreement"), effective as of the _____ day of _____, 2015, made by and between the CITY OF GLEN COVE, a Municipal Corporation with its office located at City Hall, 9 Glen Street, Glen Cove, New York 11542 (hereinafter referred to as "City"), and COVE ANIMAL RESCUE, a New York not-for-profit corporation with offices located at 40 Shore Road, Glen Cove, New York 11542 (hereinafter referred to as "CAR") (together, the "Parties").

WITNESSETH

WHEREAS, the City has established and operates an animal shelter located at 40 Shore Road, Glen Cove, New York (hereinafter, the "Shelter") and owns the building commonly known as "The City of Glen Cove Municipal Animal Shelter" (the "Premises") and The City has passed various ordinances prohibiting the running at large of dogs, livestock and other animals and promoting the health, safety and welfare of the residents of the City; and

WHEREAS, CAR is willing to assume the responsibilities of operating the Shelter for the City herein; and

WHEREAS, the City deems it in the best interests of the City and its residents to turn over and delegate to CAR the management and control of the Shelter; and

WHEREAS, accordingly, the City and CAR mutually desire to enter into an agreement whereby CAR shall provide such services to the City.

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

1. **Scope of Services:**

A. CAR is hereby assigned, authorized, delegated and empowered to take over the operation, management and control of the Shelter, to house all dogs and cats (hereinafter after referred to as animals) lawfully coming into its custody and control as a result of its lawful operation of the Shelter, to appropriately place or to humanely euthanize, cremate or otherwise dispose of such animals as lawfully come into its control, and to assist City officials and employees in the enforcement of the City's animal control ordinances, subject to the terms and conditions contained herein. A copy of the animal control ordinance is annexed hereto as Exhibit "A".

B. For the convenience of the public, CAR shall maintain suitable office hours at the Premises for the purpose of transacting business in connection with the duties under the Agreement, including for the purpose of receiving animals and accepting applications for the redemption of impounded animals. Office hours shall be maintained as set forth in Exhibit "C" attached hereto and made a part hereof. In connection therewith,

CAR may reasonably increase and/or adjust said hours and in such event, will provide a list of said changes to the Deputy Mayor or their designee as the need arises. However, in no event may CAR reduce the cumulative number of hours the Shelter is open per week to less than 40 hours.

C. CAR shall maintain proper shelter and care for all animals for which the City is responsible, with the capacity of the Shelter to remain at the present level but not greater than 15 dogs and 120 cats and the parties agree that no expansion from the present capacity shall occur without the mutual agreement in writing of the Parties hereto.

D. CAR shall appoint and hire agents and employees for the operation of the Shelter. Upon the execution of this Agreement, CAR shall provide the City with a statement of its processes for hiring, terminating and disciplining its employees and a statement of its procedure for handling complaints from City residents concerning its employees and the operation of the Shelter. The Shelter shall also provide the City with any changes to such policies. CAR shall be solely responsible for the recruitment, hiring and/or terminating of all staff and/or volunteers, including, but not limited to all trainers, evaluators and veterinary personnel.

2. **Term:**

The term of this Agreement shall be for Five (5) years,

commencing on March 1, 2015, the date CAR takes possession of the Shelter, and ending on February 28, 2020 (the "Term"). Provided CAR is in compliance with the terms of this agreement, CAR shall have an option to renew for One (1) additional Five (5) Year term. Notwithstanding the Terms of this Agreement, the City and CAR shall each be entitled to terminate this Agreement for due cause at any time upon Thirty (30) days prior written notice to cure or terminate.

Cause shall be defined as a material breach of parties agreement which results in the failure to follow or adhere to any statute, rule or ordinance imposed by law herein or the failure to provide financial disclosure to the City in accordance with the parties agreement.

In the event that either party has failed to cure the violation or enter into a written agreement extending the time to cure its defect, the Agreement will automatically terminate on Five (5) days prior written notice after the expiration of the Thirty (30) day cure period. The Parties will not unreasonably withhold consent to extend the time to cure. In the event of an early termination, CAR shall be entitled to payment only for services actually rendered prior to said termination, with no further obligation on behalf of the City. The Parties, by mutual agreement and based on the needs and resources of the parties, may reduce or increase the operational monthly subsidy if it is

determined that the financial resources for CAR to maintain its operation has changed herein.

3. **Payment:**

The City shall pay CAR the sum of \$ 89,934.36 per year effective March 1, 2015, payable monthly on the first day of the month in equal monthly installments of \$ 7,494.53. CAR must submit a claims voucher with an attached invoice to be signed by the Mayor or Deputy Mayor, and such signature will not be unreasonably withheld and submitted to the City Controller for payment no later than the third Friday of each month. CAR shall be entitled to terminate this agreement for failure to pay upon Five (5) days notice to cure or terminate.

4. **Independent Contractor:**

It is the express understanding of the Parties that this Agreement does not constitute an employer/employee arrangement. CAR is an independent contractor and covenants that it will conduct itself consistent with said status. CAR (nor its agents or employees) will neither hold itself, or any of its agents or employees, out as or claim to be an employee of the City by reason hereto, and shall not make any claim, demand or application to or for any right or privilege applicable to an employee of the City including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social

security coverage, or retirement or pension membership or credit. Nothing in this Agreement shall be interpreted to result in the reduction or elimination of medical insurance coverage or medical benefits which any employee of CAR receives by virtue of being a retiree of the City or a pensioner of the New York State Retirement System.

5. **Shelter Equipment:**

It is expressly recognized by the Parties hereto that CAR took physical possession and control of the Shelter and Premises, together with all animals, equipment, fixtures, appliances, furniture and machinery appurtenant thereto. In connection therewith, an inventory of all items, which were turned over to CAR's possession is attached hereto and made a part hereof as Exhibit "B". In the event CAR vacates the Premises, pursuant to this Agreement or otherwise, all items of equipment, appliances, furniture and machinery in said inventory shall be returned to the City in their present condition, normal wear and tear excepted, along with any animals present in the Shelter at the time. The parties agree that any and all equipment purchased by CAR for the operation and the maintenance of the Shelter shall remain the property of the City, which shall not be removed and shall be surrendered with the Premises to the City upon termination of this Agreement.

6. **Exclusive Occupancy:**

CAR shall be entitled to exclusive occupancy of the Premises currently in use as the Shelter; provided, however, it is expressly recognized that a Landlord/Tenant relationship is not created hereunder. In addition, the City shall be responsible for providing adequate heat, electricity, water, trash removal, sewer and/or cesspool, one-local telephone line service, fire and burglar alarms if any, rodent extermination, and structural repairs, including the roof, plumbing, heating, ventilation and electrical systems. Additional telephone lines will be the exclusive responsibility of CAR. CAR shall be responsible for maintaining the Premises in a neat and clean condition. Upon vacating the Premises upon the termination of this Agreement, the Premises shall be returned to the City in its present condition, normal wear and tear excepted.

The City shall have the absolute right to re-locate the Shelter to comparable premises upon a minimum of Ninety (90) days prior written notice to CAR. All costs and expenses concerning said relocation shall be paid by the City herein, which shall include reimbursing CAR for any unpaid capital improvements that it made to the facility herein.

7. **Responsibilities and Authority:**

A. The City shall be responsible for any repairs or improvements to the Premises, which may be mandated by the Agriculture and Market Law or which shall be reasonable for the

safety of persons or animals. Except as otherwise provided for herein, CAR shall be responsible to achieve compliance in a timely fashion with regard to any violation or notice of violation served upon CAR by any governmental agency having jurisdiction over animal welfare. The parties shall cooperate with each other in a timely fashion in achieving compliance with respect to their obligations under this Agreement. Each of the Parties hereto shall be responsible for any penalties or fines, reasonable attorney's fees or cost incurred by or imposed against the other Party due to the first Party's failure to timely comply with its obligations hereunder. CAR is not authorized to have repairs or improvements made which are the City's obligations without first receiving the prior written approval of the Director of Public Works or Deputy Mayor herein. CAR shall notify the City and the City shall notify CAR immediately upon receipt of any notice of violation.

B. It is expressly understood and agreed by CAR that its employees and agents will not be deputized and will not be authorized to enforce any rules, regulations, ordinances or laws except as specifically enumerated herein. The City, through its authorized agents, will enforce all animal control ordinances. CAR shall be responsible for receiving dogs injured from public places. The City will be responsible for cremation costs of all dead animals. CAR may accompany the Police Department to enter

private property at the request of the Police Department. CAR's authority is limited to receiving dogs, including strays, boarding them for such time until they are claimed, adopted or otherwise disposed of in accordance with applicable Federal, State and local laws, rules and regulations, and processing applications for the placement of adoptable animals in accordance with all applicable laws, rules and regulations.

The City will be responsible for the inoculation of Shelter personnel against rabies or any other emerging public health threat to which it may be reasonably anticipated that said personnel who might be exposed to during the performance of their duties.

The City will be responsible under Agriculture and Market Law for providing emergency medical care to animals injured for which an owner cannot be found.

CAR shall be wholly and solely be responsible for the cost of feeding and providing general care for all animals in the Shelter Premises, including all veterinary costs (such as spaying/neutering and inoculations), but excepting animals injured/hit by cars for which the City is responsible under State law; provided, however, nothing herein shall be construed to require CAR to spay/neuter, inoculate or provide veterinary CAR for animals that come into its care or possession. CAR shall be entitled to keep adoption donations collected by them. CAR shall

provide and be responsible for any and all supplies used in the operation of the Shelter with the exception of paper goods, which the City will provide. All licensing fees shall be forwarded to City within 45 days of receipt.

CAR shall maintain all records and documents required by either New York State or Nassau County, and shall submit such records as are required to the City or any proper authority in a timely fashion. The Parties agree that the City shall have, on demand, the right to inspect all adoption records for all animals. The parties agree that upon termination of this agreement, all animal adoption and medical/inoculation records for all animals shall be delivered to the City. The City shall, as an accomodation to CAR, store said records.

CAR agrees to manage its operations and finances in a manner that keeps it solvent and will not seek any additional funding from the City unless it is determined that the operational needs of CAR are not being met under the terms of this Agreement. CAR shall have the right to undertake improvements to the Premises, subject to the approval of the City herein. If CAR terminates the Agreement for cause, then CAR shall be entitled to the unamortized portion of the cost of approved improvements with no improvement having an amortization period greater than Five (5) years. If the City terminates for cause, CAR shall have no right to recover the cost of unamortized improvements.

The City shall provide a vehicle suitable in the discretion of the City and the Shelter for the transportation of animals and conveyance of food and supplies for the use by CAR in its operation of the Shelter. Said vehicle shall be for exclusive use in operating the Shelter and shall be used for official business only. The City shall be responsible for maintenance and repair of the vehicle, and will provide a comparable replacement vehicle in the event the vehicle must be replaced. The Director of Public Works shall make all decisions as to the repair and replacement of the vehicle. The vehicle will have working air conditioning and heat, and shall be in a safe and dependable operating condition. The City will insure, register and inspect the vehicle. CAR is responsible for arranging regular maintenance of the vehicle with the Director of Public Works. The City will also provide one tank of fuel per week, which fuel shall be available at the Department of Public Works yard. The parties agree, that upon termination of this agreement, said vehicle is to be returned to the City in its present condition, normal wear and tear excepted.

8. **Accountability:**

CAR shall report directly to the Mayor of the City or his designee. The Director of the Shelter or their designee agrees to attend all meetings with the City as the need arises. CAR shall provide City with a monthly report containing the following

information:

- 1) Animal Statistics (Type);
- 2) Number of animals;
- 3) Length of stay;
- 4) Strays / Dangerous dogs;
- 5) Adoptions; and
- 6) Feral TNR.

9. **Insurance:**

CAR shall, at its sole cost and expense, procure insurance for the Term of this Agreement from a company licensed to do business in the State of New York, to protect CAR from claims under the Workers Compensation Law, or comply with the provisions of said Law as a self insurer, and shall also procure such public liability insurance as will protect CAR and the City from any claims for personal injuries, including, without limitation, death, which may arise from the services provided by CAR or anyone directly or indirectly employed by CAR. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence, and shall name the City of Glen Cove as an "additional insured".

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the written prior approval of the City for adequacy form and protection.

10. **Hold Harmless and Indemnification Obligations:**

To the extent not caused by CAR, the City will hold CAR

harmless and indemnify CAR for any violations of any environmental laws, rules, regulations, statutes, ordinances, resolutions and the like, including, but not limited to Federal, State, City, local or administrative proceedings for any environmental conditions existing at Shelter and the Shelter property. The City shall indemnify, defend and hold CAR harmless from any and all claims, judgments, damages, penalties, fines, reasonable attorney's fees, costs and liabilities as a result of the aforesaid violations.

11. **Financial Records:**

It is intended that all funds raised by CAR be used for the purposes of Animal Welfare set forth in this Agreement. Accordingly, the City requires that CAR employ financial management systems that reasonably safeguard its financial resources. Financial records should be developed and maintained in a way that is accessible, understandable and transparent.

CAR must submit to the City a financial management plan and financial records format. The adequacy of this plan shall be considered as a factor in determining whether to approve CAR's request for funding hereunder. The plan and financial records format must take into account all anticipated income and expenditure line items derived from CAR and associated organizations. This information must be submitted to the City at least Ninety (90) days prior to the approval of funding under

this the Agreement for the upcoming year.

CAR shall provide their previous year's financial records and Federal Tax Return, if required by the Internal Revenue Service regulations, to the City by March 15 of each year that this Agreement is in effect. The financial records shall be in a format approved by the City Comptroller. These documents are to be compiled by a certified public accounting firm (company of CAR's choice) at the time of submission. The City also reserves the right to call for a review of any of CAR's financial records during the term that the Agreement is in place including, but not limited to, the financial audits of the previous year's financial activities.

12. **Environmental Notice Obligations:**

CAR must immediately notify the City of any environmental notices, violations, and claims. The City's Building Department Director or its Director of Public Works may inspect the Shelter for environmental and/or public health violations on a regular basis and during regular business hours. CAR will, at the City's cost and expense, cooperate with the City by complying with any and all orders, consent orders, or cease and desist orders and any environmental or public health laws, rules, regulations and directives for the applicable Federal, State, County and local regulatory agency upon being notified of the same by the City or the governing regulatory agency.

13. **Notice:**

Whenever notice is required to be given under the terms and provisions of this Agreement to either Party, it shall be by certified or registered mail, return receipt requested, postage prepaid to the address set forth below with an additional copy sent to their respective attorneys or to such other or further address as either Party may specify to the other, all by notice in accordance with this paragraph. Said notices shall be effective Three (3) business days after being so mailed.

For the City of Glen Cove:
Director of Public Works City of Glen Cove
9 Glen Street
Glen Cove, NY 11542
Telephone number: (516) 676-4402
Fax number: (516) 676-3104

With a copy to:
Charles G. McQuair, Esq.
Charles G. McQuair & Associates, P.C.
325 Glen Cove Avenue, Sea Cliff, NY 11579
Telephone number: (516) 759-5101
Fax number: (516) 759-5102

For CAR:

Elizabeth T. Geiger
7 Harbor Lane
Glen Head, New York 11545

With a Copy to:
CAR-Executive Director
40 Shore Road
Glen Cove, New York 11542

14. **Assignment:**

This Agreement is non-assignable by CAR except with the express written consent of the City herein.

15. **Miscellaneous:**

A. This Agreement shall be interpreted in accordance with the Laws of the State of New York.

B. If any of the provisions of this Agreement shall be held unenforceable by a court of competent jurisdiction, such invalidity shall not affect any other provisions which can be given effect without the invalid provisions, and to this end, the provisions of the Agreement are intended to and shall be deemed severable, all of which shall be liberally construed to effect the provisions of this Agreement.

C. The failure of either party, in any one or more instances, to insist upon full performance of any of the terms, covenants or conditions of this Agreement or to exercise any right to terminate this Agreement, shall not be deemed a waiver of such provisions. No waiver, by either party at any time or with respect to any right or any condition or requirement contained in this Agreement shall be deemed a waiver at any other time or with respect to any other right or any other condition or requirement or as a waiver of estoppel to exercise any present or future right to terminate this Agreement, nor shall such waiver be valid unless in writing and signed by an authorized officer of the City and CAR at which time the other Party's obligation with respect to future performance of the same and all other terms, covenants and conditions shall continue in full force and effect.

D. This Agreement is intended by the parties hereto as the final and exclusive expression of the agreement between them, superseding any and all prior or contemporaneous agreements or understandings, oral or written, between the parties hereto. This Agreement may only be modified by a writing executed by all parties.

E. This Agreement is not binding upon either party unless and until both parties have duly executed the same.

F. The Parties hereto acknowledge that this Agreement embodies the entire understanding of the Parties and that any

modification hereto will have no effect unless in writing and fully executed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

CITY OF GLEN COVE

COVE ANIMAL RESCUE

By: Reginald Spinello,
Mayor

VERIFICATION

STATE OF NEW YORK,
COUNTY OF NASSAU, ss.

On the _____ day of _____, 2015 before me, the undersigned notary public, personally appeared Reginald Spinello, personally known to me or proved 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,
COUNTY OF NASSAU, ss.

On the_____ day of_____2015 , before me, the undersigned notary public, personally appeared,_____ personally known to me or proved 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Resolution 6-N



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: Jack Morelli Music

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

Address: 64 Academy Lane

City/State/Zip: Levittown, NY 11756

Business Telephone: 631.335.2390

jackmorellimusic@gmail.com

3. WORK TO BE
PERFORMED

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

(17) Musical Performances for Special Occasions at various rates, for a total of \$5,300.00.

Dates of Service: February 25th, 2020 - December 31st, 2020

4. TERMS OF
PAYMENT

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

Upon completion of performance, IC shall submit Invoice for service and GCSC will Voucher for Payment with the City.

-
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 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.
11. TERM OF
AGREEMENT
- This agreement shall become effective on February 25th, 2020
and shall terminate on December 31st, 2020

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 (CONSULTANT)**

Jack Morelli Music
Firm/Individual Name

Signature

Independent Contractor
Title

Date

Resolution 6-O





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

BUDGET TRANSFER FORM

GCF-1 (7/08)

DEPARTMENT: SENIOR CENTER

BUDGET YEAR: 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7035-42706	Donations & Grants- SAGE	\$-7,440.00	
A7036-42706	Donations & Grants- SAGE		\$-7,440.00
A7035-54324	General Supplies	\$6,000.00	
A7036-54324	General Supplies		\$6,000.00
A7035-55420	Repairs & Maintenance	\$4,500.00	
A7036-55420	Repairs & Maintenance		\$4,500.00
A7035-55438	Contractual Services	\$6,810.00	
A7036-55438	Contractual Services		\$6,810.00
A7035-55439	Contractual Programs	\$7,560.00	
A7036-55439	Contractual Programs		\$7,560.00

Reason for Transfer:

To transfer funds allocated to incorrect Fund Lines.

Department Head Signature:

Christine Rice

Date: 2/28/2020

City Controller Approval:

Michael J. ...

Date: 3/2/20

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET AMENDMENT FORM

GCF-1 (8/19)

Department: FINANCE

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A1310-41093	DUPLICATE TAX BILL REVENUE	10,000	
A1310-51101	ANNUAL SALARIES		7,250
A1310-55442	TRAINING		2,750

Reason for Amendment:

TO INCREASE DUPLICATE TAX BILL REVENUE ESTIMATE
BASED ON INCREASED FEES AND ESTABLISHMENT
OF NEW FEES AS PER ADOPTED RESOLUTION 6-P
DATED FEBRUARY 25, 2020

Department Head Signature:  Date: MARCH 2, 2020

City Controller Approval:  Date: MARCH 2, 2020

City Council Approval-Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: WATER

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
F8300-55940	Contingency		43,100
F8300-55422	REPAIRS	43,100	

Reason for Transfer:

to cover the repair costs for water main repairs (28 this year)

Department Head Signature: _____

Date: 3/4/20

City Controller Approval: _____

Date: 3/4/20

City Council Approval – Resolution Number: _____

Date: _____

Resolution 6-P



CLAIMS SERVICE BUREAU

OF NEW YORK INC.

SERVING CITY OF GLEN COVE

P.O.BOX 805

LYNBROOK, NEW YORK 11563

FAX (516) 593-2486

(516) 593-2440

February 24, 2020

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

Attn: Gregory Kalnitsky – City Attorney

RE: Insd. : City of Glen Cove
 Clmt. : Angiolina Stanco
 D/L : 01/08/20
 Our File #: SIR64419
 Claim #: AL20-2708

Dear Mr. Kalnitsky:

This will act as our initial report in the above captioned matter.

TYPE OF CLAIM:

Claimant's vehicle was parked when it was struck by a City of Glen Cove owned vehicle resulting in property damage.

TIME, DATE & PLACE OF OCCURRENCE:

The incident occurred on January 8, 2020, a Wednesday, at approximately 2:18 p.m.
The incident occurred while the claimant's vehicle was parked on Glen Street 600' west of the intersection of Pulaski Street in Glen Cove, New York.

City of Glen Cove

Clmt.: Stanco

02/24/20

-2-

POLICE REPORT:

According to the police report, the insured operator William Basdavanos was driving a City of Glen Cove bus and due to the fact that the street was narrow, the insured operator struck the claimant's parked vehicle resulting in damages.

According to the police report, the insured operator was given the only contributing factors of "reaction to other vehicle uninvolved and passing too closely".

ASSIGNED MACH 1 ADJUSTERS:

Upon receipt of the Notice of Claim and estimate for the damages to the claimant's vehicle, we assigned Mach 1 Adjusters to inspect the damages and work with the shop to get an agreed price.

Please note the estimate provided by the claimant indicated the total damages of \$1,467.26. However, Mach 1 was able to negotiate an agreed price with the body shop, Ultimate Auto Body of Glen Cove, New York for a total of \$924.49.

REQUEST FOR PAYMENT:

At this time, we are requesting that the City of Glen Cove issue a payment directly to Angiolina Stanco at 32 South Ridge Drive, Glen Cove, New York 11542. Please make the payment in the amount of \$924.49 which represents a full settlement in regards to the property damage claim by Ms. Stanco against the City of Glen Cove as a result of the incident on January 8, 2020.

FURTHER HANDLING:

At this time, we will place on file on an extended diary awaiting ample time for the City of Glen Cove to issue the payment to the claimant.

City of Glen Cove

Clmt.: Stanco

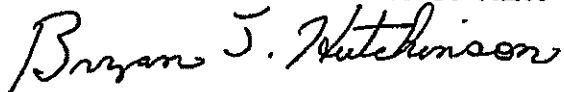
02/24/20

-3-

In the meantime, if you should have any questions regarding this request, please feel free to contact the undersigned.

Very truly yours,

CLAIMS SERVICE BUREAU OF NEW YORK INC.

A handwritten signature in cursive script that reads "Bryan T. Hutchinson".

BY: Bryan T. Hutchinson, Ext. 1009

BTH/am

(enc.)

[File Number: SIR064419]

PROPERTY DAMAGE ONLY RELEASE

For the sole and only consideration of Nine Hundred Twenty Four Dollars & 49/100 [\$924.49], the receipt of which is hereby acknowledged, we discharge any and all property damage claims which Angiolina Stanco who resides at 32 South Ridge Drive, Glen Cove, New York 11542 paid by The City of Glen Cove and William Basdavanos for his/her heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations for property damage suffered by us arising from an automobile accident which occurred on or about the 8th day of January, 2020.

We hereby acknowledge and agree that it is the purpose and intent of this instrument to constitute a full and final settlement of all property claims we may have arising from the said accident, up to and including, the date hereof.

We understand that the parties hereby released admit no liability of any sort by reason of said accident and that said payment and settlement in compromise is made to terminate further controversy respecting all claims for property damages, and we have heretofore asserted or that we or our personal representative might hereafter assert because of the said accident.

This Release expressly reserves to all other rights to pursue legal remedies against the other, except as to the property damage of Angiolina Stanco.

By: Angiolina Stanco (L.S.)
[Please Sign]

Angiolina Stanco (L.S.)
[Please Print]

STATE OF NY)
COUNTY OF NASSAU) ss.:

On 2/27, 2020, before me personally came and appeared ANGIOLINA STANCO to me known and known to be the Corporation described in and who executed the foregoing instrument, and who duly acknowledged to me that they executed same.

Luigi Andreotti
Notary Public

LUIGI ANDREOTTI
Notary Public, State of New York
Qualified in Nassau County
No. 01AN6045307
My Commission Expires July 31, 2028 27

City of Glen Cove

GLEN COVE, NEW YORK 11542

CLAIMS VOUCHER

CLAIMANT/VENDOR Angiolina Stanco

ADDRESS 32 South Ridge Drive

DATE _____

Glen Cove, New York 11542

DEPARTMENT _____

CITY PURCHASE ORDER NO.	INVOICE DATE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Claim #: SIR064419 Property Damage Claim Insd.: City of Glen Cove Clmt.: Angiolina Stanco D/L : 01/08/20		\$924 49

Claimant/Vendor Certification

I, Angiolina Stanco certify being the creditor named; that this claim for \$ 924.49 is true and correct; that the items, services and/or disbursements charged are just, reasonable and were properly rendered and performed for the City of Glen Cove as stated; that this claim is justly due and no part has been paid, offset or satisfied; that taxes, from which the City of Glen Cove being a municipality is exempt, are not included; and that the amount claimed is actually due.

FOR CITY HALL USE ONLY

FOOTINGS & EXTENSIONS VERIFIED

BY: _____

DATE: _____

01/30/20

Date

Angiolina Stanco
Claimant/Vendor Signature

Title

I hereby certify that I have verified the above computation; that the above claim does not exceed the unincumbered balance against the appropriations to which it is properly chargeable, after such appropriations have been charged with all outstanding liabilities; that I have examined this claim and audit and approve this claim for payment.