

**Resolution 6-A**

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-B**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the City Attorney to enter into an agreement with LiRo Engineers, Inc. for the design and construction management services for the reconstruction and repair of Stone Seawall located at Morgan Park for an amount not to exceed \$83,560.

Budget Lines: H5110-52260-1837

**Resolution 6-C**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into an Independent Contractor Agreement with Lois Morton to provide Sing Along Musical Performances from Around the World for the Senior Center Adult Day Program for (8) Sessions at a rate of \$50 / Session, for a total of \$400 for the year; effective retroactively from October 1<sup>st</sup>, 2020 through December 31<sup>st</sup>, 2020.

Budget Line: A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)

**Resolution 6-D**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into an Independent Contractor Agreement with Kyriaco “Charlie” Pappas to provide Seasonal Musical Performances for the Senior Center Adult Day Program for (8) Sessions at a rate of \$50 / Session, for a total of \$400 for the year; effective retroactively from October 1<sup>st</sup>, 2020 through December 31<sup>st</sup>, 2020.

Budget Line: A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)



**Resolution 6-E**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**WHEREAS**, the Purchasing Agent was authorized to advertise for an RFP of Engineering Services for Morgan Park Bathhouse; and

**WHEREAS**, Westar Construction Group Inc., 6800 Jericho Turnpike, Suite 120W Syosset, NY 11791, was the chosen proposal; and

**WHEREAS**, it is in the best interest of the City to accept such a proposal; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Purchasing Agent is hereby authorized to accept the proposal of Westar Construction Group Inc., 6800 Jericho Turnpike, Suite 120W Syosset, NY 11791, in the amount of: \$247,000.

Budget Line: H7140-52240-2033

**Resolution 6-F**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes Chief William Whitton to attend NYSSA Leadership Summit, in Lake George, New York, at a cost of \$264.00.

Budget Line: A3120-55442

**Resolution 6-G**

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 Robert Henner, 26 15<sup>th</sup> Avenue, Sea Cliff, New York 11579, in the amount of \$3,000.

Budget Line: MS1930-55995

**Resolution 6-H**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to grant an event permit to Glen Cove Rotary Club to hold a Drive In Movie at Pryibil Beach on Saturday, October 24, 2020 from 7:00 pm to 9:00 pm.

**Resolution 6-I**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of Eastern Star Cruises, Inc., 23 Oakledge Drive, East Northport, New York 11731, and enter into a contract for the operation of recreational water services at Glen Cove Ferry Terminal from October 1, 2020 to March 31, 2021 in the amount of \$4,000 and an annual contract in the amount of \$15,000 with a three year renewal.

Budget Line: CT5710-42410

**Resolution 6-J**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Ordinance amendments to sections 168-65, 168-67 and 168-72 of the Code of Ordinances of the City of Glen Cove regarding the Landlord Registry.

**Resolution 6-K**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes Local Law 01-2020: an amendment to section § C2-10 of the City of Glen Cove City Charter to update and reflect the actual job responsibilities of the Purchasing Agent.

**Resolution 6-L**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept a donation of landscaping services from I Love Glen Cove Golf Course for the removal of tree stumps from the City of Glen Cove Municipal Golf Course.



Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**RESOLUTION OF THE GLEN COVE COUNCIL CERTIFYING THE LOCAL ADJUSTMENTS TO THE ADJUSTED BASE PROPORTIONS OF THE HOMESTEAD AND NON-HOMESTEAD CLASSES FOR THE CITY OF GLEN COVE FOR TAX PURPOSES PURSUANT TO ARTICLE 19 OF THE REAL PROPERTY TAX LAW**

WHEREAS, by Local Law No. 1-2001, the Glen Cove City Council adopted the provisions of Section 1903 of the Real Property Tax Law relating to the establishment and certification of the local adjustments to the adjusted base proportions of the homestead and non-homestead classes; and

WHEREAS, the homestead locally adjusted base proportion of the City of Glen Cove for the assessment roll of 2020 and the tax year 2021 has been determined to be 74.625980 percent pursuant to Section 1903 of the Real Property Tax Law; and

WHEREAS, the non-homestead locally adjusted base proportion of the City of Glen Cove for the assessment roll of 2020 and the tax year 2021 has been determined to be 25.374020 percent pursuant to Section 1903 of the Real Property Tax Law; and

NOW, THEREFORE, BE IT RESOLVED, that the Glen Cove City Council does hereby certify as follows:

1. The locally adjusted base proportion for the homestead class shall equal 74.625980 percent for the assessment roll of 2020 and the tax year 2021;
2. The locally adjusted base proportion for the non-homestead class shall equal 25.374020 percent for the 2020 assessment roll and the tax year 2021.

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the City Attorney to settle a claim filed with 21<sup>st</sup> Century Insurance to receive funds in the amount of \$16,118.58.

**Resolution 6-O**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

*Whereas*, the Purchasing Agent was authorized to advertise for bids for the 2020 Roads and Drainage Improvements, and

*Whereas*, Stasi Industries, Inc. , 303 Winding Rd., Old Bethpage NY 11804 submitted the lowest responsible bid, and

*Whereas*, it is in the best interest of the City to accept such low bid; and

*Now, therefore*, be it resolved, that the Purchasing Agent may award the bid to Stasi Industries, Inc. for a contract price not to exceed \$1,196,347.50 for the Roads and Drainage Improvements for the following roads, pending the submission of a Vendor Qualification Form and Certificate of Insurance

Albin Street

Carpenter Street Extension

Charles Street

Circle Drive

Dartmouth Drive

Fourth Street

Old Tappan road

Willets Road

St. Andrews Lane

Budget Line: H5110-52260-2009

**Resolution 7-A**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the title for the appointments to the Auxiliary Police as stated on resolution 7C from the September 22, 2020 be hereby amended to reflect the official title of the positions as Crossing Guard.

Budget Line: A3310-51120

**Resolution 9-A**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, t that the daily rate of pay for Crossing Guard AnnMarie Petrizzo be hereby increased to \$50 per day effective October 14, 2020.

Budget Line: A3120-51120

# Public Hearing 2-A



**LOCAL LAW 02 - 2020**  
**A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN**  
**GENERAL MUNICIPAL LAW § 3-c.**

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

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

To override the limit on the amount of real property taxes that may be levied by the City of Glen Cove pursuant to General Municipal Law § 3-c, and to allow the City of Glen Cove to adopt a City budget for Fiscal Year 2021 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-c.

**Section 2: Authority.**

This Local Law is adopted pursuant to subdivision 5 of the General Municipal Law § 3-c, which expressly authorizes the City Council to override the tax levy limit by the adoption of a Local Law approved by a vote of sixty percent of the City Council.

**Section 3: Tax Levy Limit Override.**

The City Council of the City of Glen Cove, County of Nassau, is hereby authorized to adopt a budget for Fiscal Year 2021 that requires a real property tax levy in excess of the limit specified in General Municipal Law § 3-c.

**Section 4: Severability.**

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

**Section 5:** This local law shall take effect upon being filed in the Office of the New York Secretary of State

# Public Hearing 2-B





**ORDINANCE TO AMEND CHAPTER 168, ARTICLE IX OF THE  
CITY OF GLEN COVE CITY CODE OF ORDINANCES  
REGARDING THE LANDLORD REGISTRY**

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

Sec. 168, Article IX; Sections 168-65, 168-67 and 168-72 of the Code of Ordinances of the City of Glen Cove, as to heretofore amended, shall be and the same are hereby amended, to read as follows:

(Underlined text is to be added and struck through text is to be deleted)

**Sec. 168-65. Registration of rental dwellings; applicability.**

- A. Every owner of a one-family dwelling unit or a two-family dwelling unit in the City of Glen Cove, as defined in this chapter, who is engaged in rental occupancy of such premises shall have a duty to and must register their premises, on an application form available from the Building Department of the City of Glen Cove, within 30 days after the adoption of this Section. ~~t of an application form which shall be delivered by the Building Department Administrator (BDA) of the City of Glen Cove through ordinary United States mail, based on the records of the City of Glen Cove Assessment Department, except as provided herein.~~
- B. It shall be unlawful and a violation of this article for any person or entity who owns or operates a dwelling unit within the City of Glen Cove to maintain, use, lease, rent or suffer or permit occupancy as a rental occupancy after the effective date of this chapter without having registered said dwelling with the Building Department, except as provided herein.
- C. For the purposes of this article “rental occupancy” shall mean the occupancy or use of a dwelling unit by one or more persons as a home or residence under an arrangement whereby the occupant(s) thereof pay rent for such occupancy or use. There shall be a rebuttable presumption that any occupancy of a dwelling unit is a rental occupancy if the owner of such dwelling unit does not reside in said dwelling unit. The term “residential rental premises” shall be interchangeable with the term “rental occupancy.”
- D. For the purposes of this article “rent” shall mean a return to the owner or lessor of money, property or other valuable consideration for use or occupancy of a dwelling unit.
- E. For the purposes of this article the definitions contained in Part 1 and Part 2 of this chapter shall be applicable.
- F. This article shall not apply to hotels and motels when operating for their intended purpose within the meaning of state law and local zoning laws; hospitals, congregate care housing for seniors, assisted living for seniors, nursing homes and similar living arrangements; apartment houses, registered multiple dwellings, garden apartments, public housing owned

and operated by governmental agencies; registered boarding houses and registered rooming houses.

**Sec. 168-67. Registry form and filing.**

- A. It shall be the responsibility of the owner of each residential rental premises which is subject to the provisions of this chapter to timely file a registry application form with the Building Department for each premises, accompanied with a fee, which may be set by Resolution of the City Council from time to time, which form shall require the following information:
- (1) The name, address and telephone number of the owner of record of the residential rental premises intended for rental occupancy.
  - (2) The street address and Tax Map description of the premise containing the dwelling unit(s).
  - (3) A description and location of the premises, including number of rooms, exits and stories, bathrooms and kitchens, and a sketch of each floor layout with dimensions, as well as lot size drawn to scale, and a description and location of off street parking spaces available on the premises.
  - (4) Designation of an agent for notification and service of process where required by this chapter.
  - (5) A statement of the owner attesting to the truth of matters asserted in the application and that to the best of the owner's knowledge no violations of city laws or state laws exist on the premises being registered.
  - (6) The application shall state the registration fee(s) as set by City Council Resolution from time to time.
  - (7) Such additional information as the BDA deems appropriate to the carrying out of the requirements and intent of this chapter.
- B. The application shall be reviewed by the BDA or his designee for adequacy. Should the BDA determine that said application is incomplete, defective or untruthful for any reason, said application shall be marked "rejected" and returned to the filer. A rejected application shall not be deemed to comply with the filing provisions of this chapter.
- C. It shall be the responsibility of each owner to timely notify the Building Department whenever the information provided in the registry application has become outdated or for any reason is no longer accurate.
- D. Every approved application shall be valid for two years and shall be given a registry number by the BDA which shall be valid for two years from the date of issuance. A copy

of the approved application with the approval stamp of the BDA, in original ink, issued to the property owner after satisfactory inspection of residential occupancy, shall be necessary to rent any residential premises in the City of Glen Cove.

**Sec. 168-72. Penalties for offenses.**

Any person or entity that shall violate any of the provisions of this article or who fails to comply with any of the requirements thereof shall be guilty of a violation, punishable by:

- A. On the first offense: A fine of not less than \$1,000 and not exceeding \$2,000 or by imprisonment for a period not to exceed 15 days, or both, upon conviction of a first offense. [Amended 7-23-2019]
- B. On the second offense: A fine of not less than \$2,000 nor more than \$3,000 or by imprisonment for a period not to exceed 15 days, or both, for a conviction of the second of two offenses, both of which were committed within a period of five years. [Amended 7-23-2019]
- C. On the third offense or any offense thereafter: A fine of not less than ~~\$3,000~~ \$5,000 nor more than ~~\$5,000~~ \$15,000 or by imprisonment for a period not to exceed 15 days, or both, for a conviction of the third of three offenses, all of which were committed within a period of five years.

# Resolution 6-A





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

BUDGET TRANSFER FORM

DEPARTMENT: Police

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3120-55411	Travel		\$10,000.00
A3120-55409	Fees		\$10,000.00
A3120-55438	Contractual		\$3,000.00
A3120-55446	Safety		\$2,200.00
A3120-55416	Telecommunications		\$2,156.90
A3120-52250	<del>Equipment Purchase</del> VEHICLES	\$27,356.90	

Reason for Transfer:

To cover difference for purchase of new vehicle from insurance proceeds

Department Head Signature: [Signature]

Date: 9/28/2020

City Controller Approval: [Signature]

Date: 9/28/20

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

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

# Resolution 6-B







August 25, 2020

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

Re: Reconstruction and Repair of Stone Seawall  
at Morgan Park  
City of Glen Cove, NY

Dear Mr. Saulino:

We are pleased to submit a proposal to provide engineering services for the subject project. The scope of work includes: perform a comprehensive hands on condition inspection of the Stone Seawall at Morgan Park, prepare a summary of findings and develop recommendation for repairs including estimate of probable construction costs for the work required to achieve a State of Good Repair for the rehabilitated Seawall. Dependent on the available construction budget, plans and contract specifications for bidding for the repair work deemed to be the highest priority will be prepared.

The Stone Seawall is a gravity type retaining wall consisting of a combination of large cut rock pieces and infill with smaller stone. The wall joints are mortared and the wall includes stone piers at a uniform spacing. The known details of construction are only that which can be ascertained from observation as there are no available record documentation. The date of the original wall construction is not known (likely early 1900's). In May 2007 at the request of the City of Glen Cove DPW, members of the Bowne (now LiRo) civil structural team did a comprehensive assessment of the Morgan Park Seawall and pathway. The stone seawall had numerous defects which Bowne identified, including; missing, loose and dislodged stones, gaps in the mortar joints as well as severe subsidence on the path abutting the back of the seawall. A contract (City of Glen Cove Bid No. 07-0800) was prepared by the Bowne engineering team. The bid contained three Options of varying quantities ranging from complete restoration and repair to correcting the most critical defects. The construction would entail stone replacement, whether new or retrieved, joint preparation and various repair types. This repair work was completed in 2008. In August 2010 Bowne was tasked to prepare another contract (City of Glen Cove Bid No. 2010-012) for bidding for seawall repairs. This contract was titled Phase 2, which included repair work not done as part of the 2007 contract, as well as additional defects which were identified. This project was bid and awarded in October 2010, but no work was done.

LiRo acquired Bowne assets including engineering files in 2018. Several Bowne staff members familiar with the project are now with LiRo.

In the ensuing years the Seawall has continued to experience further damage requiring repair as it has been battered by Superstorm Sandy as well as other extreme weather events. The wall is located along the shoreline of Hempstead Bay and retains the Morgan Park path on the landside. Portions of higher ground in Morgan Park slope towards the steep embankment abutting the path and rain water runs off to the path. While there are no storm water drainage structures along the path the Stone Seawall has openings at the level of the



path that provides an outlet for rain runoff. In some instances, the path pavement has subsided in the vicinity of these openings and water ponding on the path along the Seawall has resulted.

The engineering fees included herein reflect the work necessary to determine the condition of the Stone Seawall as required to ascertain the types and extents of repairs needed to be performed in conjunction with a Construction Contract that would be publicly bid. The initial effort of the project will focus on conducting an extensive examination of the exposed surfaces of the Stone Seawall and recording observed conditions with photos and notes. Having ascertained the deficiencies of the Seawall we will perform research and contact product manufacturers as necessary to determine appropriate methods for remedying the defects that need to be addressed. A summary Report will be prepared to present the findings of the inspection, describe the repair methods that can be employed and provide recommendations for the scope and extent of work to be included in a Construction project along with budgetary estimates of construction costs. After the City has reviewed and accepted the recommendations and established the budget available for construction, the next aspect will involve the preparation of plans, specifications and an estimate of construction costs to reflect the work necessary to undertake the repairs to the Morgan Park Seawall. The materials prepared as required to take public bids will be packaged and provided to the City so that the project can be advertised for bids. The preparation of applications for permitting the project with jurisdictional agencies will be performed during the design phase as required. During the bidding process we will provide assistance as necessary and after receipt of bids we will perform an evaluation and provide a Recommendation of Award letter as warranted. The breakdown of costs for each project Phase as described above is as follows:

Performance of condition inspection and Preparation of Findings Report with Recommendations and Budgetary Cost Estimate	\$47,270
Preparation of plans and specification Contract Documents for Bidding and Permitting	\$32,600
Bid phase	<u>\$3,690</u>
Total Engineering	\$83,560

Engineering Services shall be in accordance with LiRo's On-Call Consultant Agreement with the City and by City Resolution 6-E dated March 24, 2020. Compensation shall be at 3.0 times the direct salary for Engineering and Surveying services as well as reimbursement for approved out-of-pocket expenses at direct cost. Maximum rate for professional services will be \$195 per hour.

We look forward to your acceptance of our proposal. Please do not hesitate to contact the undersigned should you have any questions.

Sincerely,

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





## ENGINEERING SERVICES FOR MORGAN PARK SEAWALL PROJECT

for the City of Glen Cove

8/25/2020

### STAFFING TABLE

TASK	Title	*Hourly rate	Hours	Multiplier	Total	
CONDITION INSPECTION	Technical Staff	\$35	80.0	3.0	\$8,400.00	
	Senior Engineering Technician	\$55	80.0	3.0	\$13,200.00	
					\$21,600.00	\$21,600.00
DEVELOP REPAIR OPTIONS AND ESTIMATING	Technical Staff	\$35	30.0	3.0	\$3,150.00	
	Senior Engineering technician	\$55	28.0	3.0	\$4,620.00	
	Senior Engineer	** \$65	20.0	3.0	\$3,900.00	
					\$11,670.00	\$11,670.00
REPORT & RECOMMENDATIONS	Technical Staff	\$35	24.0	3.0	\$2,520.00	
	Senior Engineering technician	\$55	40.0	3.0	\$6,600.00	
	Senior Engineer	** \$65	24.0	3.0	\$4,680.00	
					\$13,800.00	\$13,800.00
					Subtotal LiRo Fee	\$47,070.00
	Printing costs (out of pocket)					\$200.00
					<b>TASK TOTAL</b>	<b>\$47,270.00</b>
CONTRACT DOCUMENTS AND ESTIMATING	Technical Staff	\$35	80.0	3.0	\$8,400.00	
	Senior Engineering technician	\$55	64.0	3.0	\$10,560.00	
	Senior Engineer	** \$65	28.0	3.0	\$5,460.00	
					\$24,420.00	\$24,420.00
PERMITTING	Technical Staff	\$35	16.0	3.0	\$1,680.00	
	Senior Engineering technician	\$55	24.0	3.0	\$3,960.00	
	Senior Engineer	** \$65	12.0	3.0	\$2,340.00	
					\$7,980.00	\$7,980.00
					Subtotal LiRo Fee	\$32,400.00
	Printing costs (out of pocket)					\$200.00
					<b>TASK TOTAL</b>	<b>\$32,600.00</b>
BID	Technical Staff	\$35	10.0	3.0	\$1,050.00	
	Senior Engineering technician	\$55	16.0	3.0	\$2,640.00	
					\$3,690.00	\$3,690.00
					<b>TASK TOTAL</b>	<b>\$3,690.00</b>

\* Average Rate for Category

\*\* Maximum Rate per Agreement

# Resolution 6-C



## **INDEPENDENT CONTRACTOR AGREEMENT**

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

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516.759.9610

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

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

Name: Lois Morton

Type Entity: ( ☒ ) Sole Proprietorship ( ☐ ) Partnership ( ☐ ) Corporation

Address: 10 High Oaks Court

City/State/Zip: Huntington, NY 11743

Business Telephone: 631.427.8352

Email: \_\_\_\_\_

3. WORK TO BE  
PERFORMED

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

Sing Along Music Performances from Around the World  
(May be Live or Virtual)

4. TERMS OF  
PAYMENT

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

(8) Sessions @ \$50 per Session

Dates: October 1<sup>st</sup>, 2020 – December 31<sup>st</sup>, 2020

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 October 1<sup>st</sup>, 2020  
and shall terminate on December 31<sup>st</sup>, 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**

Lois Morton

Firm/Individual Name

\_\_\_\_\_  
Signature

Independent Contractor  
Title

\_\_\_\_\_  
Date

# Resolution 6-D



## **INDEPENDENT CONTRACTOR AGREEMENT**

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

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516.759.9610

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

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

Name: Kyriaco "Charlie" Pappas

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

Address: 15 Smith Street

City/State/Zip: Glen Head, NY 11545

Business Telephone: 516.676.3653

Email: \_\_\_\_\_

3. WORK TO BE  
PERFORMED

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

Seasonal Music Performances  
(May be Live or Virtual)

4. TERMS OF  
PAYMENT

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

(8) Sessions @ \$50 per Session

Dates: October 1<sup>st</sup>, 2020 – December 31<sup>st</sup>, 2020



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 October 1<sup>st</sup>, 2020  
and shall terminate on  
December 31<sup>st</sup>, 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**

Kyriaco "Charlie" Pappas

Firm/Individual Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

# Resolution 6-E





MUNICIPAL ENGINEERING SERVICES  
CIVIL + SITE + STRUCTURAL DESIGN  
BUILDING AND SITE INSPECTION

September 30, 2020

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

Re: Restoration of Morgan Park Bath House  
    BID #2020-003 - Recommendation for Award of Contract

Dear Mr. Saulino:

On September 23, 2020 at 11:00 AM, the City of Glen Cove Purchasing Agent opened and read aloud ten (10) contractor bids relating to the above-referenced project. The following tabulates the submitted firms and their respective bid submission.

FIRM NAME	BID BOND (YES/NO)	BID AMOUNT
Westar Construction Group	YES	\$247,000.00
Saw Restoration Corp.	YES	\$294,000.00
W.J. Northridge Construction Corp.	YES	\$329,000.00
TDI Construction Inc.	YES	\$349,368.00
Preferred Construction Corp.	YES	\$424,000.00
Stalco Construction, Inc.	YES	\$443,620.00
Mega Painting & Contracting, Inc.	YES	\$450,000.00
Patriot Organization, Inc.	YES	\$454,000.00
Loduca Associates	YES	\$598,800.00
Olympic Contracting Corp.	YES	\$1,061,000.00

The project is for the restoration of the Morgan Park Bath House. Scope of the project includes structural reinforcement of existing timber framing and steel lintels, rough and finish carpentry, plumbing, and electrical modernizations per Newport Engineering plans and specifications.

The lowest bidder, Westar Construction Group Inc., submitted a bid for \$247,000. All proper insurances, bonds and references have been submitted.

Our review included an analysis of their bid proposal and associated requirements of successful bid submission including; 10% bid bond and signing of the applicable corporate sheets within the bid book. Newport performed a background check based upon their provided references. Based upon the interview results and review of their required bid documents, Newport finds they have extensive experience working with similar municipal projects, recently completing Village of Stewart Manor Bathroom Renovation project. Westar has also been awarded to perform construction work on the Glen Cove Fire Department Kitchen Modernization project in the City of Glen Cove in December 2019, which is currently under construction; therefore, they're fully aware of the City's procedural regulations.

Based on the information above, Newport Engineering recommends award of contract to Westar Construction Group Inc. and finds them to be competent to fulfill the project requirements.

If you should have any questions, please contact me.

Very truly yours,

*Nicholas DeSantis*

Nicholas J. DeSantis, PE  
Principal Engineer

Cc: D. Belyea, V. Martinez, r. Graziosi, Y. Quiles

# Resolution 6-G





## RELEASE OF CLAIMS

**To all to whom these Presents shall come or may Concern,  
Know Ye That**

**ROBERT HENNER**, residing at 26 15th Avenue, Sea Cliff, NY 11579, as  
RELEASOR,

in consideration of the sum of **THREE THOUSAND DOLLARS (\$3,000.00)**,

received from **CITY OF GLEN COVE and GLEN COVE INDUSTRIAL  
DEVELOPMENT AGENCY**,

receipt whereof is hereby acknowledged, releases and discharges

**CITY OF GLEN COVE, GLEN COVE INDUSTRIAL  
DEVELOPMENT AGENCY, his/her/their/its agents, servants and/or  
employees, as RELEASEES,**

the RELEASEES, RELEASEES' heirs, executors,  
administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums  
of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies,  
agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and  
demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR,  
RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or  
hereafter can, shall or may, have for, upon, or by reason of the injury sustained by Robert Henner  
on or about August 30, 2015.

The words "RELEASOR" and "RELEASEE" include all releasors and releasees under this  
RELEASE.

RELEASOR agrees to hold harmless RELEASEE and RELEASEE'S insurer and counsel  
from any and all liens, known or unknown, including but not limited to Medicare and/or Medicaid.

This RELEASE may not be changed orally.

**In Witness Whereof**, the RELEASOR has hereunto set RELEASOR'S hand and seal  
on the date set forth below.

**In presence of**

  
ROBERT HENNER

SWORN TO BEFORE ME THIS 4<sup>th</sup>  
DAY OF AUGUST, 2020.

  
NOTARY PUBLIC

**JOHN J. GIUFFRE**  
Notary Public - State of New York  
No. 02GI4928830  
Qualified in Nassau County  
Term Expires April 4, 20\_\_\_\_



# Resolution 6-H





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

**EVENT PERMIT**

NAME OF APPLICANT Rotary Club of Glen Cove  
ADDRESS OF APPLICANT 6 Bridle Lane, Glen Cove New York 11542  
NAME OF EVENT TO BE HELD Movie Night – Car Cinema  
DATE(S) OF EVENT October 24, 2020  
TIME(S) OF EVENT 7:00 PM – 9:00 PM  
LOCATION OF EVENT Prybil Beach Parking Lot (Second half)  
NAME & ADDRESS OF OWNER OF PREMISES City of Glen Cove

EVENT SPONSER IS: For Profit \_\_\_\_\_ (\$25.00 fee) Non-Profit ☒

DATE: 10/1/2020

SIGNED: [Signature]  
Applicant For G.C. Rotary

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Owner of Property

\* \* \* \* \*

PERMIT APPROVED ON: \_\_\_\_\_

City Clerk

PERMIT NO.: \_\_\_\_\_

\* \* \* \* \*

Following is a breakdown of the costs for traffic control for this event. Donations to the City of Glen Cove to cover these costs are appreciated.

\_\_\_\_\_ Traffic Patrol Officers @ \_\_\_\_\_ hours on duty x \$ \_\_\_\_\_ average salary

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2020

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Ali Sulita <b>PHONE (A/C, No, Ext):</b> 1-833-3ROTARY <b>E-MAIL ADDRESS:</b> rotary@ajg.com <b>FAX (A/C, No):</b> 630-285-4062														
<b>INSURED</b> All Active US Rotary Clubs & Districts Rotary Club of Glen Cove, NY #5058 ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Lexington Insurance Company	19437														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	015375594	7/1/2020	7/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			015375594	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

## CERTIFICATE HOLDER

City of Glen Cove  
9 Glen Street, Glen Cove NY 11542  
  
Rotary Club of Glen Cove (District 7255)  
P.O Box 469, Glen Cove, NY 11542  
Movie Night - Fund Raiser

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

# Resolution 6-I







Submission of a Request for Proposal: RFP No. 2020-011  
The City of Glen Cove for the Ferry Terminal Facilities  
Submitted by: Eastern Star Cruises, Inc.  
Owners: Nicholas P. and Laurie S. Kutschera  
Date: August 12, 2020

Due to the continued national public health crisis resulting from COVID-19 and the implementation of safety measures necessary to follow social distancing requirements to deter future outbreaks, Eastern Star Cruises, Inc. anticipates 2 possible scenarios for the resumption of business operations out of the Glen Cove Ferry Terminal which is dependent on the region's ability to ease social isolation and permit social gatherings of more than 50 people without triggering a renewed spread of the virus.

1. Return to Glen Cove in October 2020
2. Return to Glen Cove in Spring of 2021

If operations do indeed resume, the business generated by the Eastern Star would continue to provide complementary use and additional revenue for the City by:

1. **Enhancing** the new ferry terminal building with the continued addition of an upscale private luxury yacht for charter;
2. **Offering the residents** of Glen Cove, and the surrounding communities, access to dinner and tour boat cruise services;
3. **Maximizing opportunities** of the ferry terminal by providing recreational and weekend service aboard a private luxury yacht for hire;
4. **Fostering economic development** along the City's waterfront by utilizing local purveyors to source provisions for cuisine, beverage and ice distributors, bakeries, musicians, florists, photographers, linens/dry-cleaning, and additional staffing. In addition, there are many occasions that our guests would like to continue their celebrations by visiting local hospitality establishments, thereby adding to the local economy.

#### **1. Description of Organization and Type of Business.**

Eastern Star Cruises was incorporated in 1997 in Suffolk County, New York. It is the culmination of a three-year restoration and rebuild of a neglected wooden hulled vessel into one of the tri-state areas premier charter yachts. Eastern Star offers three to four-hour private luxury yacht charters departing Long Island's north shore and also services Connecticut including Greenwich, Stamford and Norwalk. In addition to owner-operators, Captain Nick and Laurie Kutschera, the Eastern Star employs a warm and attentive staff to ensure each private charter is a once in a lifetime experience! Working in partnership, with Captain Nick at the helm and Laurie orchestrating events from the office, the Eastern Star has enjoyed a stellar reputation in the charter yacht industry for over 23 years





with successful events in ports from Nantucket, Massachusetts to the British Virgin Islands.

Motor Yacht Eastern Star offers elegant accommodations on her main deck, with contemporary furnishings, rich mahogany and brass details. Her fully carpeted upper dining deck includes lounge areas, an additional mahogany bar, palm trees, ambient lighting and a state-of-the-art sound system. Elegant menus, prepared onboard using the freshest ingredients, are beautifully presented by her executive chef and served by friendly professional staff. Passengers may select a casual brunch or lunch cruise or opt for a cocktail reception, bountiful buffet, or a formal sit-down dinner while watching the sunset over Long Island Sound. Our event coordinator will assist with the many details of each cruise: tour guides, live entertainment, music, floral arrangements, balloons, specialty linens and custom invitations are just a few of the many options available to enhance each private function. Quality and excellence are the hallmarks of what we continue to strive for with each charter.

**2. A detailed description of the Eastern Star's proposed continued use at the Ferry Terminal Facilities.**

Eastern Star Cruises, Inc. is a full-service private luxury yacht that provides exceptional service with a selection of menu options for every taste, style and budget. Eastern Star specializes in private yacht charters for both personal and corporate events, such as: weddings, birthdays, anniversaries, reunions, graduations, sweet sixteen's, bar and bat mitzvahs, employee appreciation, team building, business milestone celebrations, and more — any occasion where exceptional service, cuisine, and attention to detail are paramount. We propose to continue using the Ferry Terminal Facilities to pick-up and drop-off passengers embarking on three to four-hour cruises in the Long Island Sound. We will work in a positive collaboration with the commuter ferry operations in scheduling our clients' events.

**3. Background of the Eastern Star's business, history, locations, hours, schedule; bios of its principals; and any relevant experience leasing waterfront properties for the use proposed for the Ferry Terminal Facilities.**

Originally hailing from New York City, as owner-operators of Eastern Star Cruises, Inc., Captain Nick and Laurie Smollett Kutschera lovingly designed, rebuilt, and coordinated the private luxury yacht Eastern Star's classic decor, making it both an elegant and enjoyable place for the entertainment of clients, guests, family and friends. Nick has held a US Coast Guard Masters License 200GT for over 30 years. Laurie has a background in graphic design and is a published children's book author/illustrator. Prior to spending the 2019 season at the Glen Cove Ferry Terminal, the Eastern Star had been home berthed at Chelsea Piers on the Hudson River and West 23<sup>rd</sup> Street in New York City for over 16 years. The Kutschera's, now residents of East Northport, recently relocated this classic beauty, closer to home, to the heart of the north shore of Long Island. Currently,



due to COVID-19, the vessel is docked in Albany, New York and has the expectation of returning to the Glen Cove Ferry Terminal as her homeport to resume the charter business once large gatherings are permitted. Personally, Nick and Laurie look forward reestablishing a shared positive future with the City of Glen Cove and hold a strong belief that the classic styling of the Eastern Star is a perfect fit in the revitalization of Glen Cove's waterfront.

**4. Approximate number and roles of employees, both current and anticipated at the Ferry Terminal Facilities.**

Motor yacht Eastern Star is Coast Guard certified for up to 10 marine crew members. Nick Kutschera/Captain, First Mate, Deck Hand, and from 1-7 servers depending on the group size. Captain Nick is licensed to officiate weddings.





**5. Proposed vessel: dimensions (length, width, draft, freeboard), capacity, shadow area, drawings, a summary narrative, etc.**

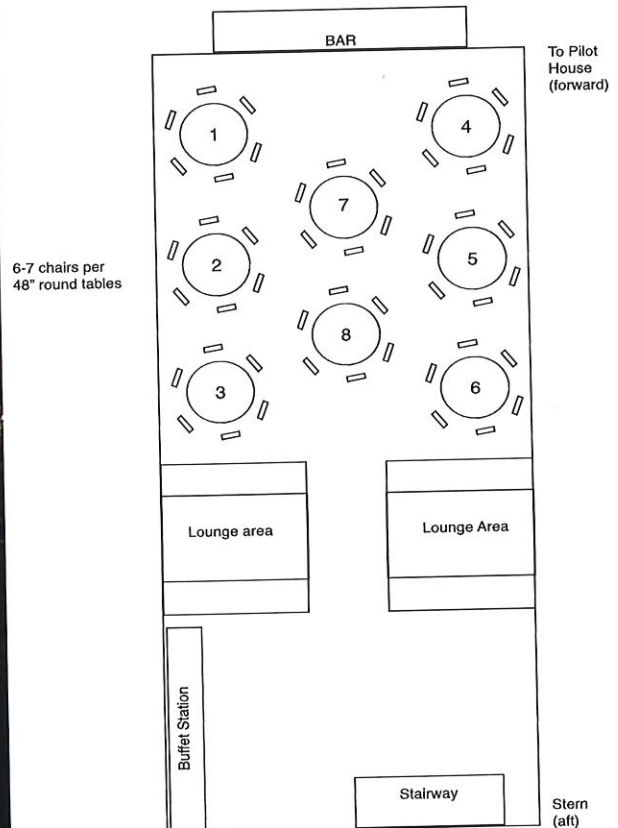
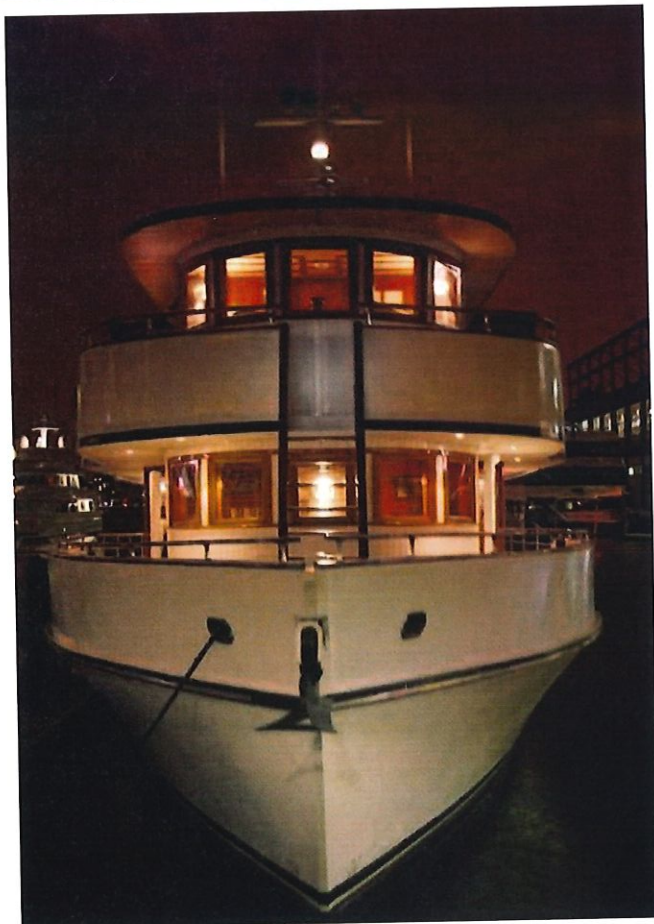
Motor yacht Eastern Star is 85' long with a 5.5' draft and 22' beam. She is Coast Guard certified to accommodate up to 80 passengers and 10 crew.

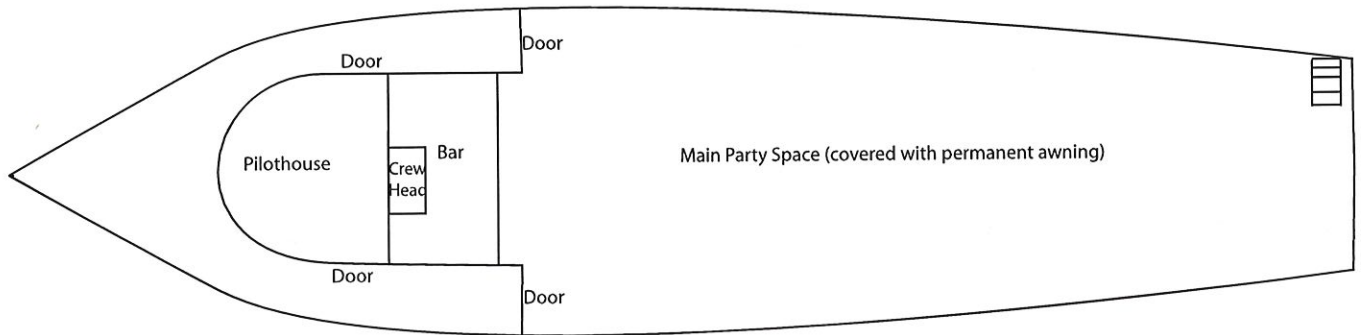




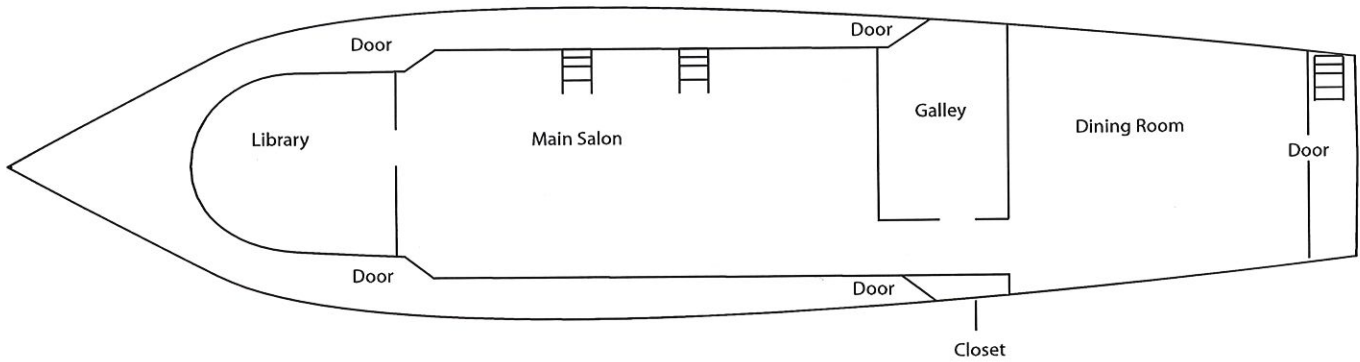




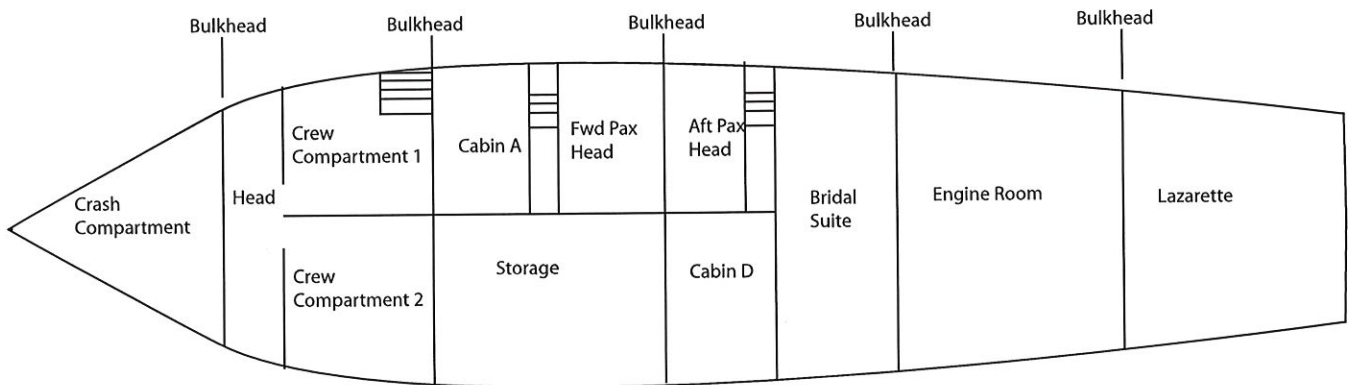




Upper Deck



Main Deck



Lower Deck





**6. Infrastructure and utility requirements, including electric, water, gas, and other.**

Eastern Star would require access to 100 amp electric service, one active water spigot and garbage pickup or access to on-site container. Please note: The stray electrical current issue at the dock must be addressed and rectified by the City.

**7. Requirements or requests you may have beyond the Terminal Facilities including, but not limited to: floating landing access, security, upland space, storage, or parking.**

Eastern Star would continue to require the use of a floating dock with appropriate security lighting and a locked gate to deter entrance directly onto the vessel during off-hours, and if available, requests 200 square feet of storage. Depending on the occasion of each charter, client guest count would require on average 30-40 parking spots.

**8. Approximate timeline for commencement of operations.**

Dependent on the easing social distancing requirements.

**9. Proposed funding sources, including debt and equity sources for the operations.**

Eastern Star Cruises, Inc. would not require debt service for funding as revenue is generated via fee for yacht services.

**10. The proposed term of the lease and rent to be paid to the City of Glen Cove.**

1. Contract term October 1, 2020 – March 31, 2021 with rent of \$4,000.00
2. Annual contract term April 1, 2021 – March 31, 2022 with 3-year renewal.  
Proposed annual rent is \$15,000.00, commensurate with private marina dockage rates, and shall be paid on a monthly basis April through September at a rate of \$2,000.00 per month and October through March at a rate of \$500.00 per month

**11. Current insurance limits, and proposed insurance limits (if different than current).**

An Ocean Marine insurance policy is held with Endurance American Insurance Company – Certificate #52-80551 with Hull amount \$1,000,000 and P&I in the amount of \$1,000,000 will have both The City of Glen Cove and the Glen Cove Ferry Terminal named as additional insured. Please see Page 9.

Insurance Broker: Island Wide Marine Agency, Inc.

555 West Granada Boulevard, Suite G-2  
Ormond Beach, FL 32174

Contact: Linda Longo, Underwriting Manager  
[linda@maritimecoverage.com](mailto:linda@maritimecoverage.com)

**12. An indication of who will oversee daily operations, [anticipated point of contact].**

Nicholas Kutscera, President and Captain  
23 Oakledge Drive, East Northport, NY 11731  
[eaststar@optonline.net](mailto:eaststar@optonline.net) Cell Phone: 516.660.0078



# Eastern Star

DISTINCTIVE CORPORATE AND PRIVATE CUSTOM YACHT CHARTERS

## CERTIFICATE OF INSURANCE

Issued Date: September 19, 2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

### PRODUCER:

Island Wide Marine Agency  
555 West Granada Blvd., Suite G-2  
Orlando Beach, FL 32174  
386-671-7701

### INSURED:

Eastern Star Cruises, Inc.  
23 Oakledge Dr.  
East Northport, NY 11731

### COMPANIES AFFORDING COVERAGE

Company A	Endurance American Insurance Company
Company B	
Company C	
Company D	

### COVERAGES

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

Coverage	Company	Policy#	Effective Date	Expiration Date	Limit
Protection & Indemnity	A	OTW10003239604	AUG 21 19	AUG 21 20	1,000,000
Excess Protection & Indemnity					
Hull, Machinery & SRCC					
Dock Liability	A	OTW10003239604	AUG 21 19	AUG 21 20	1,000,000

### SPECIAL ITEMS

Vessel Name: "EASTERN STAR" Official #519467

This certificate is issued to serve as Proof of Insurance.

### CERTIFICATE HOLDER:

Eastern Star Cruises, Inc.  
23 Oakledge Dr.  
East Northport, NY 11731

**CANCELLATION:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative





# Eastern Star

DISTINCTIVE CORPORATE AND PRIVATE CUSTOM YACHT CHARTERS

Form **W-9**  
(Rev. October 2017)

Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**Eastern Star Cruises, Inc.**

Business name, if different from above

Check appropriate box: ☐ Individual sole proprietor ☒ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (disregarded entity, Corporation, Partnership) ☐ Exempt payee  
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**23 Oakledge Drive**

City, state, and ZIP code  
**East Northport, NY 11731**

Requester's name and address (optional)  
**City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542**

List account numbers here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your Social Security number (SSN). However, for a married alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
or  
Employer identification number  
**11 3360209**

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

*Laura Skutscera*

Date ▶

*July 15, 2020*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



*Eastern Star*

DISTINCTIVE CORPORATE AND PRIVATE CUSTOM YACHT CHARTERS

Nicholas P. Kutschera

Nicholas P. Kutschera – President

8/12/20

Date

Laurie S. Kutschera

Laurie S. Kutschera – Vice President

8/12/20

Date

# Resolution 6-M





16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

WORKSHEET FOR CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPPL  
FOR THE 2020 ASSESSMENT ROLL

Approved Assessing Unit	City of Glen Cove	2805000	CERTIFICATION
Name of Portion	City of Glen Cove	2805000	
Reference Roll	2019		
Levy Roll	2020		

DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTITY CHANGES, EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

	(A) Total Assessed Value on the Reference Roll (Assessor Report) (Without RS 8) (Without RS 5)	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll (Assessor Report)	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll (Assessor Report)	(D) Net Assessed Value of Physical and Quantity Changes (B-C)	(E) Surviving Total Assessed Value on the Reference Roll (A-C)
Class					
Homestead	3,819,826,529	8,354,100	3,189,000	5,165,100	3,816,637,529
Nonhomestead	419,350,430	8,399,500	71,000	8,328,500	419,279,430

	(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll (Assessor Report)	(G) Total Assessed Value of Equalization Decreases between the Reference Roll and Levy Roll (Assessor Report)	(H) Net Equalization Changes (F-G)	(I) Change in Level of Assessment Factor (HEI)+1
Class				
Homestead	0	7,019,050	(7,019,050)	0.998161
Nonhomestead	20,140	902,000	(881,860)	0.997897

COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

	(J) Taxable Assessed Value on the Levy Roll (without RS 5)	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (JH)	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt From ORPTS	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (K+L)	(N) Taxable Assessed Value on the Reference Roll (From 6701 column G)	(O) Class Adjustment Factor (MN)
Class						
Homestead	3,763,589,844	3,770,524,088	0	3,770,524,088	3,757,233,779	1.003537
Nonhomestead	419,517,865	420,402,085	50,413,741	470,815,827	460,011,195	1.023488

COMPUTATION OF ADJUSTED BASE PROPORTIONS

	(P) Current Base Proportions (tax levy shares from 6701 Column O)	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P-O)	(R) Adjusted Base Proportions	(S) Prior Year ABP	(T) Percentage Change
Class					
Homestead	74.96620	75.262203	74.829880	74.254378	0.50%
Nonhomestead	25.003080	25.560347	25.374020	25.745824	-1.44%
Total	100.000000	100.852550	100.000000	100.000000	

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

*Gaye L. L.*  
signature  
City Clerk  
title  
10/2/2020  
date

09/09/20

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES  
16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

RP-6701

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND  
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE  
LEVY OF TAXES ON THE 2020 ASSESSMENT ROLL

CERTIFICATION

Approved Assessing Unit City of Glen Cove 280500  
Name of Portion City of Glen Cove 280500

DETERMINATION OF BASE PERCENTAGES

Section I	(A) 2001 Taxable Assessed Value	(B) 2001 Class Equalization Rate	(C) Estimated Market Value A/(B*100)	(D) 2001 Adjustment Factor Used	(E) Adjusted Market Value	(F) Base Percentages (E/sum of E)
Class					(C*D)	
Homestead	2,079,751,560	100.00	2,079,751,560	1.000000	2,079,751,560	81.589568
Nonhomestead	469,289,468	100.00	469,289,468	1.000000	469,289,468	18.410432
Total	2,549,041,028		2,549,041,028		2,549,041,028	100.000000

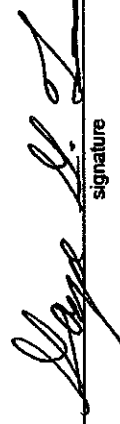
DETERMINATION OF CURRENT PERCENTAGES

Section II	(G) Prior Year Taxable Assessed Value Including Special Franchise	(H) Prior Year Class Equalization Rate	(I) Estimated Market Value G/(H*100)	(J) Current Percentages (I/sum of I)
Class				
Homestead	3,757,233,779	100.00	3,757,233,779	89.092140
Nonhomestead	460,011,195	100.00	460,011,195	10.907860
Total	4,217,244,974		4,217,244,974	100.000000

I, the clerk of the legislative body of the approved  
assessing unit identified above, hereby certify  
that the legislative body determined on \_\_\_\_\_  
base percentages, current percentages, and  
current base proportions as set forth herein for the  
assessment roll and portion as identified above.

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III	(K) Local Base Proportion for the 2001 Assessment Roll (initial tax shares)	(L) Updated Local Base Proportion	(M) Prospective Current Base Proportion Column (L) Prorated to 100.00	(N) Adjusted Base Proportion used for Prior Tax Levy	(O) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((M/N)-1*100)	(P) Maximum Current Base Proportion (N*1.01)	(Q) Current Base Proportions
Class		K*(L/F)	(L/sum of L)				
Homestead	70.000000	76.436853	81.133400	74.254376	9.26	74.996920	74.996920
Nonhomestead	30.000000	17.774478	18.866600	25.745624	-26.72		25.003080
Total	100.000000	94.211330	100.000000	100.000000			100.000000
					Ratio	CBPH to CPH	0.841790534

  
signature

City Clerk  
title

10/2/2020  
date

# Resolution 6-N





Toll Free: (800) 274-7865  
Fax: (855) 822-3139  
Email: myclaim@21st.com  
21st Century  
P.O. Box 258806  
Oklahoma City, OK 73125-8806

October 2, 2020

GLEN COVE CITY  
9 GLEN STREET  
GLEN COVE NY 11542

Delivered by email to: gkalnitsky@glencoveny.gov

RE:	Claim Number:	7000811576-1-4
	Insured:	S Velasquez Acosta
	Policy Number:	0005067121
	Loss Date:	12/10/2019
	Claimant:	- City of Glen Cove

Dear City of Glen Cove:

Per our discussion, please find enclosed the settlement release for your review regarding your claim for property damage. In order to settle your claim, we will need a signed copy of the release on file.

Please sign and return the release by mail to the address listed above, or by email to docs@bristolwest.com. You may also fax a signed copy of the release to (855) 822-3139. Please include your claim number on all correspondence.

If you have any questions or concerns, call me at (407) 547-4567. My scheduled office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time.

Sincerely,  
21st Century Centennial Insurance Company

Maryfrances Devine  
Subrogation Representative  
(407) 547-4567

COVID-19 Notice – In light of the national health emergency, I am currently working from home. I can be reached by telephone and e-mail; my phone number and email address have not changed. E-mail communications are preferred to avoid any potential delays caused by mailing. If you are unable to email and hard copies of communications are required, they may be sent to our National Document Center at P.O. Box 258806, Oklahoma City, OK 73125-8806. We are unable to receive deliveries at any location from FedEx, UPS or any other courier at this time, as our claims office locations have been temporarily closed.

Enclosure(s):



October 2, 2020

Toll Free: (800) 274-7865  
Fax: (855) 822-3139  
Email: myclaim@21st.com  
21st Century  
P.O. Box 258806  
Oklahoma City, OK 73125-8806

Claim Number: 7000811576-1-4

### RELEASE IN FULL OF ALL CLAIMS FOR PROPERTY DAMAGE

For and in consideration of the payment to City of Glen Cove, at this time for the sum of sixteen thousand one hundred eighteen dollars and fifty eight cents (\$16,118.58), receipt of which is acknowledged, I/we release and forever discharge Santos Velasquez Acosta, their principals, agents, heirs and representatives, from any and all rights, claims, demands, causes of action and damages of any kind, known or unknown, existing or arising in the future, resulting from or related to property damage arising from an accident that occurred on or about December 10, 2019 at or near Glen Cove, NY.

It is understood and agreed that this settlement is a compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasee(s) deny liability therefore and intend merely to avoid litigation and buy their peace. It is further understood that this is all the money or consideration the undersigned will receive from the above-described parties for any and all property damage claims as a result of this accident.

The undersigned hereby declare(s) and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not mere recital.

I/WE HAVE READ, UNDERSTOOD AND AGREED TO THE ABOVE:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company commits a fraudulent act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_

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

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

# Resolution 6-O







ROAD AND DRAINAGE IMPROVEMENTS 2020  
City of Glen Cove, BID # 2020-013R

Bid Opening, OCTOBER 5, 2020 AT 11:00 A.M.  
City Hall, 9 Glen Street, FIRST Floor Conference Room, Glen Cove, NY 11542  
BID OPENING SHEET

Start: 11:00 am  
End: 11:05 am

COMPANY NAME		BID BOND (YES/NO)	BID AMOUNT
1	JOHN MCGOWAN & SONS, INC.	Yes	1,215,285.00
2	PRATT BROTHERS, INC.	Yes	1,487,117.50
3	STASI INDUSTRIES, INC	Yes	1,200,147.50
4	LASER INDUSTRIES, INC.	Yes	1,349,920.00
5			
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13			