

6-A – Resolution

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)

6-B – Resolution

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 Almendra G. Tinoco, 22 Rose Avenue, Glen Cove, New York 11542, in the amount of \$950.

Budget Line: MS1930-55995

Resolution offered by Mayor Tenke and seconded by: _____

WHEREAS, the City of Glen Cove (“City”) City Council authorized the Mayor to accept the proposal of Lockwood, Kessler and Bartlett (“LKB”) and execute a professional services agreement in an amount not to exceed \$180,000 for professional design, engineering and inspection services for the Rehabilitation of the East Island Bridge Tidal Gates and Dosoris Pond Project (“Project”) as City Resolution 6E on October 23, 2018; and

WHEREAS, the City entered into and executed on May 10, 2018 Contract # DEC01-C00520GG-3350000 with New York State Department of Environmental Conservation (“NYSDEC”) for financial assistance for this project as authorized by Glen Cove City Council Resolution 6B on June 27, 2017; and

WHEREAS, the professional design and engineering services for the Rehabilitation of East Island Bridge Tidal Gates and Dosoris Pond Project, as well as construction, are funded through the above stated NYSDEC contract, with \$695,160.00 in State funding and \$173,790.00 in local City match and approximately \$130,210.00 in additional City contributions; and

WHEREAS, LKB prepared the bidding and permitting documents for the Project that were ultimately accepted by the NYSDEC and other permitting agencies; and

WHEREAS, the Project was let with three (3) bids received and opened on September 30, 2020; and

WHEREAS, after careful review and evaluation of the bids by the City Department of Public Works, Glen Cove Community Development Agency the Purchasing Agent and LKB (“Project Team”), in addition to multiple negotiation attempts with the lowest bidder, it was determined that the lowest bid was substantially over-budget; and

WHEREAS, with due deliberation and consideration the Project Team has determined that the Project will need to be re-bid and re-approved by the NYSDEC and others; and

WHEREAS, the professional services needed to achieve the above goals are beyond the scope and budget of LKB’s original agreement with the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the change order of LKB, having an office at 1 Aerial Way, Syosset, NY 11771, in an amount not to exceed \$16,000.

Budget Line: H5110-52260-2031

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that Retention and Disposition Schedule for New York Local Government Records (LGS-1), issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

BE IT FURTHER RESOLVED, that in accordance with Article 57-A:

(a) only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein; and

(b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

6-E – Resolution

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 (including virtually) for Special Occasions at the Senior Center from January 1st, 2021 through December 31st, 2021 for a total of \$2,000.

Budget Line: A7030-55439 Contractual Programs (SAGE Funded)

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 Maria Campanella to provide Tai Chi instruction (including virtually) for the Senior Center Adult Day Program for (12) Sessions at a rate of \$75 / Session, for a total of \$900.00 for the term of January 1st, 2021 – December 31st, 2021.

Budget Line: A7035-55439 Contractual Programs (SAGE Funded)

6-G – Resolution

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 Carol Rodriguez to provide Dance Therapy (including virtually) for the Senior Center Adult Day Program for (12) Sessions at a rate of \$50 / Session, for a total of \$600.00 for the term of January 1st, 2021 – December 31st, 2021.

Budget Line: A7035-55439 Contractual Programs (SAGE Funded)

6-H – Resolution

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 Charlie Pappas to provide Music Therapy (including virtually) for the Senior Center Adult Day Program for (24) Sessions at a rate of \$50 / Session, for a total of \$1,200.00 for the term of January 1st, 2021 – December 31st, 2021.

Budget Line: A7035-55439 Contractual Programs (SAGE Funded)

Resolution offered by Mayor Tenke and seconded by: _____

WHEREAS, the City of Glen Cove Purchasing Agent and the City of Glen Cove Department of Public Works (“DPW”) released a publicly advertised Bid for the Improvements to the Brewster Street Parking Garage (the “Project”) seeking a construction Contractor; and

WHEREAS, after the professional evaluation of nineteen (19) bids, Blink Contractors, LLC (the “Contractor”) was determined to be the lowest responsible bidder at a total bid amount of \$198,229.25; and

WHEREAS, with due deliberation and consideration of the Purchasing Agent, DPW, Glen Cove Community Development Agency (“CDA”) and Project Engineer, Hirani Engineering with the concurrence of the City Council, have determined and concluded it is in the best interest of the City to accept their bid; and

WHEREAS, the City entered into and executed on May 1, 2018 a Grant Disbursement Agreement for \$500,000 in financial assistance with the Dormitory Authority of the State of New York (“DASNY”) for the Project as authorized by Glen Cove City Council Resolution 6B on April 24, 2018.

WHEREAS, the City has appropriated a construction budget of \$450,000 for the Project; and

WHEREAS, the City, in consultation with the Director of DPW, desires to award the Project to the Contractor at the low bid amount of \$198,299.25, with a provision that authorizes the Director of DPW to approve Change Orders for future work (to be determined) in an amount not to exceed \$251,700.75, for an overall not to exceed value of \$450,000 in contract work to the Contractor; and

WHEREAS, the Contractor has confirmed their understanding of the plans and specifications to DPW and the Project Engineer and has agreed to honor the unit prices from their bid for any potential Change Order work; and

WHEREAS, the City, in consultation with the DPW Director, City Attorney and others, desire the inclusion of the above provision in order to increase the quantities for waterproofing and concrete deck repair work to cover additional areas of needed repair in the Brewster Street Garage, while holding to the maximum authorized grant funded amount.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby is authorized to accept the bid of Blink Contractors, LLC having an office at 805 Albin Avenue Suite B, Lindenhurst, NY 11757 and authorizes the Mayor to execute an agreement with Blink Contractors, LLC in the amount of \$198,229.25, provided that Blink furnishes the required insurance documentation in accordance with the bid, with a provision that authorizes the Director of DPW to approve Change Order work consistent with the unit bid prices submitted in Blink Contractors, LLC bid, up to a not to exceed overall contract value of \$450,000.

Budget Line: H5110-52260-2029, H1490-52260-1753

6-J – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to ratify the Memorandum of Agreement dated December 22, 2020 between the City of Glen Cove and the Glen Cove City Police Benevolence Association and authorize the Mayor to execute a new Collective Bargaining Agreement between the City of Glen Cove and the Glen Cove City Police Benevolence Association effective January 1, 2021 through December 31, 2025.

Budget Line: TBD

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 N.S. Auto Sales, Inc., D/B/A North Shore Honda, to lease the entire third floor of the municipal parking garage located on Pulaski Street for the exclusive right to use this space for the storage of automobiles. The agreement has a five (5) year term with one (1) optional renewal for an additional five (5) years at the mutual consent of the City. A single payment in the amount of \$276,000 (equating to \$23,000 per month) would be made for the first year of the lease and then paid in monthly installments for lease years two through five at the monthly rate of \$23,460, \$23,929, 24,408 and \$24,896, respectively which provides for 2% annual escalations.

Budget Line: A1310-42410

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to bind a municipal liability insurance policy with U.S. Specialty Insurance Company for certain coverages including general liability, law enforcement, public officials, employment practices, auto liability and excess liability at a quarterly premium of \$53,833 effective January 13, 2021.

Budget Line: A1910-55950

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an annual service agreement retroactive to January 1, 2021 with North Shore Golf Car Service, Inc. for the maintenance of 61 golf cars at the annual rate of \$8,540 payable in two installments of \$4,270 due March 1, 2021 and August 1, 2021.

Budget Line: A7180-55438

8-A – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the following persons are hereby appointed to the Glen Cove Community Development Agency:

Name	First Appointment	Current Term Start	Current Term End
Vincent C. Hartley	6/2007	1/1/2021	12/31/2021
Anthony Jimenez	1/2014	1/1/2021	12/31/2021
Francine Koehler	1/2020	1/1/2021	12/31/2021
Koorosh Leibowitz	1/2021	1/1/2021	12/31/2021
Rev. Roger C. Williams	4/2019	1/1/2021	12/31/2021
Dr. Danielle Willis	1/2015	1/1/2021	12/31/2021

8-B – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the following persons are hereby appointed to the Glen Cove Local Economic Assistance Corporation:

Name	First Appointment	Current Term Start	Current Term End
Timothy Tenke	1/2018	1/1/2021	12/31/2021
Vincent C. Hartley	9/2014	1/1/2021	12/31/2021
James J. Cappiello	2/2017	1/1/2021	12/31/2021
Joseph Gioino	1/2018	1/1/2021	12/31/2021
David Jimenez	1/2021	1/1/2021	12/31/2021
John Tetta	1/2018	1/1/2021	12/31/2021

Resolution 6-A





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

BUDGET TRANSFER FORM

GCF-1 (7/08)

DEPARTMENT: FIRE 3410

BUDGET YEAR: 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3410-55420	REPAIRS & MAINTANCE		18,000 00
A3410-52230	EQUIP REPLACEMENT	18,000.00	

Reason for Transfer:

TO PURCHASE NEW TURNOUT GEAR FOR DEPT 24 SETS

Department Head Signature: _____

Date: 12/31/20

City Controller Approval: _____

Date: 1/5/21

City Council Approval – Resolution Number: _____

Date: _____



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
A3120-54320	Utilities		\$4,000.00
A3120-55443	Technical Services		\$3,000.00
A3120-51152	Equipment Allowance		\$800.00
A3120-55438	Contractual Services		\$1,500.00
A3120-55409	Collection Fees		\$5,000.00
A3120-55420	Repairs & Maintenance	\$14,300.00	

Reason for Transfer:

To cover shortfall for vehicle maintenance/repairs

Department Head Signature: _____

Date: 12/29/20

City Controller Approval: _____

Date: 12/30/20

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: DPW - SANITATION

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A8160-55438	CONTRACTUAL SERVICES	\$7,200	
A8160-51120	PART-TIME HOURLY		\$7,200

Reason for Transfer:

TO TRANSFER FUNDS FROM UNEXPENDED FUND LINE
TO COVER BUDGET FUND LINE SHORTFALL

[RELATED TO STOP PROGRAM COSTS WHICH WILL BE REIMBURSED BY NEW YORK STATE]

Department Head Signature:

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glen Cove, c=US
Date: 2021.01.06 10:48 -05'00'

Date: January 5, 2021

City Controller Approval:

Date: January 5, 2021

City Council Approval – Resolution Number: _____

Date: _____

Resolution 6-B



GENERAL RELEASE

KNOW THAT ALMENDRA TINOCO, Claimant in the matter entitled *Tinoco v. City of Glen Cove*, in consideration of the payment of NINE HUNDRED AND FIFTY DOLLARS (\$950) from the CITY OF GLEN COVE, does hereby release and discharge the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE, from all claims, 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 I, ALMENDRA TINOCO, ever had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of this RELEASE, including, but not limited to, all claims for attorney's fees, expenses, and costs.

CLAIMANT agrees and acknowledges that this GENERAL RELEASE constitutes a knowing and voluntary waiver of all rights or claims ALMENDRA TINOCO has or may have against the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE.

Claimant ALMENDRA TINOCO states: I have read this GENERAL RELEASE in its entirety, I fully understand its terms, and I have been given time to consider its contents. I understand that the only promises made to me to sign this GENERAL RELEASE are those stated herein. I have been given the opportunity to

consult legal counsel of my choice before signing this GENERAL RELEASE. I sign this GENERAL RELEASE knowingly and voluntarily.

This Release is contingent on the approval from the City of Glen Cove's City Council. Additionally, this Release may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this Release this 21st day of

December, 2020.


Almendra Tinoco

STATE OF NEW YORK)

SS:

COUNTY OF Nassau)

On December 21, 2020, 2020, before me personally came ALMENDRA TINOCO, to me known, and known to me to be the individual described in, and who executed, the foregoing RELEASE, and duly acknowledged to me that she executed the same.



MARIA G FAMIGLIETTI
Notary Public - State of New York
No. 01FA5027292
Qualified in Nassau County
My Commission Expires May 09, 2022

Resolution 6-C





Lockwood, Kessler & Bartlett, Inc.
One Aerial Way · Syosset, NY 11791
516.938.0600 www.lkbinc.com

December 14, 2020

Mr. Lou Saulino, P.E., Director DPW
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: Rehabilitation of East Island Bridge
Re-Bid Proposal

Dear Mr. Saulino

Pursuant to your request, below is our scope of work and estimated fee, to perform the services required to revise and rebid the contract documents. This work has been requested because the low bid price for this project significantly exceeds the available project funds.

PART I – SCOPE OF WORK

1. **Task 12A Revised Scope**— LKB will review the original Feasibility Study, the CFA Application, and the NYSDEC Grant Description, and will visit the project site to reassess the needs and requirements of the project. Based upon this review, LKB will make recommendations on reducing the project scope with the goal of obtaining a new bid price within the available funding. LKB will meet with and support the City of Glen Cove in their liaison with the NYSDEC in order to obtain their agreement on the new scope.
2. **Task 12B Revised Final Bid Package** - Once the new scope is established, LKB will revise the plans, specifications and estimates to reflect the reduced scope and finalize the documents for a new bid.
3. **Task 12C Rebid Support**— LKB will attend a preconstruction meeting, answer questions during the bid process, assist the City with addendums, and perform the bid analysis after receipt of the bids.

PART II – FEE

The requested fee required to complete the above tasks is equal \$16,000. The hours and rates are shown in the attached staffing table.

If you are in agreement with this proposal, please provide us with a purchase order to proceed. We look forward to working with you on this project and hope that we can continue to be of service to you in the future.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.



Wayne T. Culver, P.E.
Project Manager

STAFFING TABLE
Rehabilitation of East Island Bridge Tide Gates and Dosoris Pond
LOCKWOOD KESSLER AND BARTLETT, INC.

Job Title	Phases			Total Hours	Hourly Rate	Direct Tech. Labor
	12A	12B	12C			
Project Manager	4	6	8	18	\$65.00	\$1,170.00
Senior Engineer	16	16	12	44	\$55.00	\$2,420.00
Engineer	12	10	8	30	\$45.00	\$1,350.00
CAAD Technician	0	8	0	8	\$38.00	\$304.00
Landscape Architect	4	4	2	10	\$45.00	\$450.00
Total	36	44	30	110		\$5,694.00

Fee @ 2.8 x DTL = \$15,943.20
Use \$16,000.00

Phases

Task 12A - Revised Scope

Task 12B - Revised Final Bid Package

Task 12C - Rebid Support

Resolution 6-E



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:

(8) Musical Performances for Special Occasions at a rate of \$250 / Event; to include either (1) Hour In-Person Performance or (1.5) Hour Virtual Performance. Dates of Service: January 1st, 2021- December 31st, 2021

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 January 1st, 2021
and shall terminate on December 31st, 2021

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.

***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-F



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: Maria Campanella

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

Address: 58 Tallmadge Trail

City/State/Zip: Miller Place, NY 11764

Business Telephone: _____

Email: _____

3. WORK TO BE
PERFORMED

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

Tai Chi Instruction

4. TERMS OF
PAYMENT

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

(12) Sessions at \$75 / Session for \$900.00

Dates: January 1st, 2021 – December 31st, 2021

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 January 1st, 2021
and shall terminate on
December 31st, 2021

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.

***AGENCY:**

City of Glen Cove, Glen Cove Senior Center
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR**

Maria Campanella

Firm/Individual Name

Signature

Independent Contractor
Title

Date

Resolution 6-G



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: Carol Rodriguez

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

Address: 77 Mountain Avenue

City/State/Zip: Bayville, NY 11709

Business Telephone: _____

Email: _____

3. WORK TO BE
PERFORMED

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

Dance Therapy

4. TERMS OF
PAYMENT

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

(12) Sessions at \$50 / Session for \$600.00

Dates: January 1st, 2021 – December 31st, 2021

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 January 1st, 2021
and shall terminate on
December 31st, 2021

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.

***AGENCY:**

City of Glen Cove, Glen Cove Senior Center
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR**

Carol Rodriguez

Firm/Individual Name

Signature

Independent Contractor
Title

Date

Resolution 6-H



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: 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:

Music Therapy

4. TERMS OF
PAYMENT

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

(24) Sessions at \$50 / Session for \$1,200.00

Dates: January 1st, 2021 – December 31st, 2021

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.

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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.

***AGENCY:**

City of Glen Cove, Glen Cove Senior Center
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR**

Charlie Pappas

Firm/Individual Name

Signature

Independent Contractor
Title

Date

Resolution 6-I



Background: – the Brewster Street Garage has significant rehabilitation issues. Through the efforts of Ann Fangmann (CDA) a State Grant was awarded to the City circa 2017 for concrete deck rehabilitation in the amount of \$250,000. The CDA with the assistance of DPW was able to complete construction repairs to the third level of the southside garage structure in 2019.

Current: Subsequent to the initial Grant, CDA was able to secure a second State Grant in the amount of \$500,000. (\$50,000 for professional services and \$450,000 for construction) for additional concrete deck rehabilitation. The Grant Disbursement Agreement (GDA) was received and signed in 2018. Following this agreement signing the City solicited for professional services and a Committee selected the firm Hirani Engineering and Land Surveying P.C. to provide design and contractor oversight. The design plans and specifications were completed in 2019 and after delays related to COVID, the project was advertised for bidding in the fall of 2020. The focus of this improvement is the concrete decks on the upper levels of the northside and southside garages.

Nineteen contractors submitted bids with prices ranging from a low bid of \$198,229.25 to just over a million dollars. The low bid contractor, Blink Contractors LLC (Blink) , was vetted by our consultant, and then asked to a meeting to ensure their understanding of the plans and specifications, and confirm that they were comfortable with unit prices for waterproofing and other related concrete deck repair items. A letter of recommendation to award the project to Blink was received by our consultant dated December 23, 2020.

The resolution to be adopted for the Jan. 12, 2021 meeting will therefore include the recommendation for the Purchasing Agent to award the current Brewster Street garage contract to Blink in the amount noted.

The resolution will also include a provision for the City Council approval of committing the remainder of the Grant authorized funds to this contract. The contract has provisions to increase the quantities for waterproofing and concrete deck enhancements as requested by the Director of Public Works. Payment for additional work is pursuant to the unit bid prices of the contractor. This is customary with similar State and County projects.

Resolution 6-J




MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this 22 day of December, 2020, by and between the negotiating committees for the City of Glen cove ("City") and the Glen Cove City Police Benevolent Association ("PBA").

WHEREAS, the City and the PBA have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a collective bargaining agreement that expires on December 31, 2020 ("CBA"); and

WHEREAS, the City and the PBA have arrived at a tentative agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the PBA hereby stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by the PBA and the City Council.
2. The signatories below ~~and any members of the parties' respective negotiating committees~~ agree to recommend and support this Agreement for ratification. 
3. Duplicate originals of this document have been furnished to representatives of both the City and the PBA.
4. All proposals not covered herein made by either the City or the PBA during the course of negotiations or discussions shall be deemed dropped.
5. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of by whom it was drafted.
6. The provisions of the prior CBA shall be carried forward, except as modified below.
7. Unless otherwise noted, all dates involving the length of the successor CBA shall be conformed to the duration of the negotiated CBA.
8. Unless otherwise noted, all changes shall be prospective from the date of full/final ratification of this Agreement.
9. The duration of the successor CBA shall be from January 1, 2021 through December 31, 2025.
10. Term of Agreement (Article 3) – replace the phrase "January 1, 2013 through December 31, 2020" with "January 1, 2021 through December 31, 2025."

11. Wages (Article 5) –

- a. Effective January 1, 2023, an increase of 2% for all steps, title designations, and ranks.
- b. Effective January 1, 2024, an increase of 3% for all steps, title designations, and ranks.
- c. Effective January 1, 2025, an increase of 3% for all steps, title designations, and ranks.

12. Insurance (Article 15) –

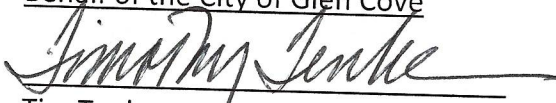
- a. Replace “December 31, 2020” with “December 31, 2025” in the first paragraph of Section 1.
- b. Replace “December 31, 2020” with “December 31, 2025” in the first paragraph of Section 2.

13. Negotiations for a Successor Agreement (Article 28) – replace “June 1, 2020” with “June 1, 2025”

14. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

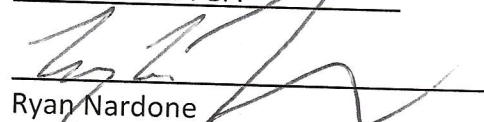
IN WITNESS WHEREOF, this Agreement is executed this 22 day of December, 2020.

Agreed and Accepted on
Behalf of the City of Glen Cove



Tim Tenke
Mayor

Agreed and Accepted on
Behalf of the PBA



Ryan Nardone
President

Resolution 6-K



Resolution 6-L



HCC Public Risk New York

Quote Date: December 29, 2020
Quote for: **CITY OF GLEN COVE**
Policy Term: **01/15/2021 - 01/15/2022**
Payment Plan: **Annual**
Company: **U.S. Specialty Insurance Company**

General Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate

Subject to \$250,000 Occurrence / \$ Aggregate SIR Including 100% Claims Expense

Limited Reporting

Sexual Abuse Endorsement \$1,000,000 / \$1,000,000

Damage to Premises Rented to you \$1,000,000 **Subject to General Liability Deductible or Self-Insured**

Retention

Medical Payments \$10,000

Cemetery Professional - No Coverage

Pesticide or Herbicide \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Nurses Professional Liability - No Coverage

Failure of Dam, Reservoir, Levee, Dike Coverage - Included

EAST ISLAND BRIDGE TIDAL GATES DOSONS POND GLEN COVE

Emergency Response Operations - Included

Sewer Backup Liability - Included

Special Events: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)

Fireworks Liability: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage (Additional Premium will apply)

Employee Benefits - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate

Subject to \$250,000 Occurrence / \$ Aggregate SIR Applies to 100% Claims Expense

Limited Reporting

Claims Made Retro Date: 12/30/2020

Liquor Liability - Coverage limited to Host Liquor

Public Officials Wrongful Acts Liability - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Subject to \$250,000 Occurrence / \$ Aggregate SIR - Applies to 100% Claims Expense

Limited Reporting

Claims Made Retro Date: 12/30/2020

Non-Monetary Damage \$25,000 Per Suit / \$50,000 Per Policy Limit

Subject to Deductible or SIR

Private Property Use Restriction Sublimit \$1,000,000 per Occurrence / \$1,000,000 Aggregate - Defense inside Limit

Subject to Public Officials Wrongful Acts Deductible or SIR

HCC Public Risk New York

Employment Practices Liability Insurance - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Subject to \$250,000 Occurrence / \$ Aggregate SIR - Applies to 100% Claims Expense

Limited Reporting

Claims Made Retro Date: 12/30/2020

Non-Monetary Damage \$25,000 Per Suit / \$50,000 Per Policy Limit

Subject to Deductible or SIR

Wage & Hour Defense Coverage - \$100,000

Subject to Deductible or SIR

Non-Employment Related Harassment - Medium Hazard

Subject to Deductible or SIR

Law Enforcement Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Subject to \$250,000 Occurrence / \$ Aggregate SIR - Applies to 100% Claims Expense

Limited Reporting

Non-Monetary Damage - No Coverage

Excess Liability

Coverage applies to General Liability, Employee Benefits, Public Officials Wrongful Acts, Employment Practices, Law Enforcement, Auto Liability

Excludes Uninsured Motorist and Underinsured Motorist Coverage

Subject to \$10,000,000 per Occurrence / \$10,000,000 Aggregate

Excludes Zoning, Regulation, and Permissive Use of Property

Pollution Exclusion Exception - Pollution with Potable Water and Hostile Fire

Dam, Reservoir, Levee, Dike: Subject to \$10,000,000 per Occurrence / \$10,000,000 Aggregate

Locations: EAST ISLAND BRIDGE TITAL GATES - DOSONS POND GLEN COVE

Employers Liability

Carrier: SAFETY NATIONA

Subject to: \$1,000,000 Each Accident for Injury

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

Property - No Coverage

Automobile

Based on 166 vehicles - Schedule on file with Company

Subject to \$1,000,000 Liability Limit

Subject to \$250,000 Occurrence / \$ Aggregate SIR

Limited Reporting

Emergency Vehicle Endorsement - Standard Form

Fellow Employee Coverage

Full Coverage Window Glass - PPT Only

Fleet Coverage

\$1,000,000 Uninsured Motorist Coverage limit

\$10,000 Medical Payments

Hired and Non Owned Automobile Liability

\$35,000 Hired Auto Physical Damage Amount

Subject to \$100 Comprehensive Deductible and \$1,000 Collision Deductible

Mandatory Personal Injury Protection - Included

Additional Personal Injury Protection - \$100,000

HCC Public Risk New York

Monthly Work Loss - \$2,000
 Additional Death Benefit - \$3,000
 Optional Basic Economic Loss \$25,000
 Mutual Aid Limit \$1,000,000
 Physical Damage per schedule on file with company
 Physical Damage – No Coverage

Inland Marine - No Coverage

EDP - Limited to coverage provided under Property Extensions

Crime - No Coverage

Annual Package Premium	\$	213,553.00
New York Fire Insurance Fee:	\$.00
Motor Vehicle Fee:	\$	960.00
Total Annual Premium:	\$	214,513.00

****Note: Terrorism option and optional quoted premiums are not included in installment plan premiums.**

****Note: Mold, Fungi & Bacterial Exclusion Included**

****Note: All SIR's Include Loss, Loss Adjustment Expense and Supplementary Payments**

****Note: Failure of any Dam, Levee or Dike Exclusion Included**

Limited Terrorism coverage and pricing subject to the Terrorism Risk Insurance Act as amended in 2015.

TRIA DOES NOT APPLY TO AUTO LIABILITY, AUTO PHYSICAL DAMAGE, CRIME, EMPLOYEE
BENEFITS, PUBLIC OFFICIALS WRONGFUL ACTS LIABILITY OR LAW ENFORCEMENT

U.S. Specialty Insurance Company, Additional premium for limited terrorism coverage (not included in above package quote):

CASUALTY LIMITED TERRORISM COVERAGE (ACT OF 2015)	\$828
PROPERTY LIMITED TERRORISM COVERAGE (ACT OF 2015)	NA

Optional Quotes and Premium:

Supplemental Spousal Liability: Additional Premium: \$3,599

Quote is subject to currently valued loss runs.

NOTE: The following forms need to be signed and returned prior to binding coverage:

- ~ Application Declaration
- ~ Uninsured Motorist Form
- ~ Supplemental Spousal Liability Form
- ~ Terrorism Form
- ~ Regulation 107 Form

HCC Public Risk New York

Special Conditions:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claims for each such violation.

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 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, 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 insurance 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

NOTICE: These policy forms and the applicable rates are exempt from the filing requirements of the New York State insurance department. However, such forms and rates must meet the minimum standards of the New York Insurance law and regulations.

QUOTE GOOD FOR 30 DAYS ONLY ENTIRE QUOTE SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.



TOKIO MARINE
HCC

Applicant Name: **CITY OF GLEN COVE - NASSAU**
Policy Effective Date: 12/30/2020
Application Number: T006010096400

Tokio Marine HCC Public Risk APPLICATION DECLARATION

After complete investigation and inquiry, to the best of applicant's knowledge and belief, no principals, partners, directors, officers, employees, or insurance managers have knowledge of any act, error, omission, fact, incident, situation, unresolved job dispute, accident, or any other circumstance that is or could be the basis for a claim under this proposed insurance policy.

Report knowledge of all such incidents to your current carrier prior to your current policy expiration. The proposed insurance being applied for will not respond to incidents about which you had knowledge prior to the effective date of the policy nor will coverage apply to any claim or circumstance identified or that should have been identified in this application.

The applicant has read the foregoing and understands that completion of this Application does not bind the Underwriter or other party to provide coverage. It is agreed, however, that this Application is complete and correct to the best of applicant's knowledge and belief and that all particulars which may have a bearing upon acceptability as an insurance risk have been revealed. It is understood that this Application shall form the basis of the contract should the Underwriter approve coverage and should the applicant be satisfied with the Underwriter's quotation.

It is further agreed that, if in the time between submission of this Application and the requested date for coverage to be effective, the applicant becomes aware of any information which would change the answers furnished in response to any question of this Application, such information shall be revealed immediately in writing to the Underwriter.

Signature of authorized official: _____ Date _____

Print name of authorized official: _____

Title of authorized official: _____

Client Name: **CITY OF GLEN COVE**
Application #: T006010096400
New York - HCC Public Risk

1/7/2021 11:45:50 PM

U.S. SPECIALTY INSURANCE COMPANY

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the Terrorism Risk Insurance Act is scheduled to terminate, or the expiry date of the policy, whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. **HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, INCLUDING BUT NOT LIMITED TO, AN EXCLUSION FOR NUCLEAR EVENTS. PLEASE READ IT CAREFULLY.** UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS USD100 BILLION, YOUR COVERAGE MAY BE REDUCED

ACCEPTANCE or Rejection of Terrorism Coverage

<input type="checkbox"/>	I hereby elect to purchase coverage for certified acts of terrorism, as defined under the Terrorism Risk Insurance Act, for a prospective premium of <u>\$828</u> USD, plus any applicable tax. (Please check the box to the left and initial if this is your election)
<input type="checkbox"/>	I hereby reject this offer of coverage and elect to have coverage for certified acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from certified acts of terrorism. (Please check the box to the left and initial if this is your election)

Policyholder/Applicant's Signature

U.S. Specialty Insurance Company

Insurance Company

Print Name

12/30/2020 - 12/30/2021

Policy Number

CITY OF GLEN COVE

Date

Insured Name

NEW YORK REQUIRED NOTICE OF AVAILABILITY OF SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Applicant/Named Insured: CITY OF GLEN COVE
Company: U.S. Specialty Insurance Company

New York law permits you to make certain decisions regarding Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured (SUM) Motorists Coverage. This document describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured (SUM) Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

A. Uninsured Motorists Coverage

Uninsured Motorists Coverage provides insurance protection to an insured for damages which the insured or the insured's legal representative is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Your motor vehicle liability insurance policy includes Uninsured Motorists Coverage applicable to motor vehicle accidents that occur within the State of New York at limits of at least \$25,000 per person/\$50,000 per accident, unless you elect to purchase Supplementary Uninsured/Underinsured (SUM) Motorists Coverage described below.

B. Supplementary Uninsured/Underinsured Motorists Coverage

For additional protection under your policy, Supplementary Uninsured/Underinsured (SUM) Motorists Coverage is available. SUM Coverage can provide protection at higher limits than are available under Uninsured Motorists Coverage and provides protection with respect to automobile accidents that occur both in and out of New York State.

C. Basics Of SUM Coverage

You should consider purchasing Supplementary Uninsured/Underinsured (SUM) Motorists Coverage in order to protect against the possibility of an accident involving another motor vehicle whose owner or operator was negligent and who:

1. May have no insurance whatsoever; or
2. Even if insured, is only insured for third party bodily injury at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third parties.

By purchasing SUM Coverage, which cannot be purchased in an amount exceeding the amount of third party liability coverage purchased, the policyholder and any insured under the policy can:

1. Be protected for bodily injury to themselves, up to the limit of the SUM Coverage purchased; and
2. Receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.

The maximum amount payable under the SUM Coverage shall be the policy's SUM limit reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.

D. Examples

The following examples (using the per person limits) illustrate the proper application of SUM Coverage:

1. Example One

Insured's Bodily Injury Damages	\$ 300,000
Insured's Liability Limit	\$ 500,000
Insured's SUM Limit	\$ 250,000
Other Motor Vehicle Liability Limit	\$ 25,000

Note:
In this example, the insured has purchased the maximum amount of SUM Coverage that must be offered by the insurer, provided that the insured has purchased bodily injury liability limits of at least \$250,000. Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle, and \$225,000 (\$250,000 minus \$25,000) under the SUM Coverage, for a total recovery of \$250,000. However, in the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect \$250,000 in SUM Coverage from the insured's own insurer.

But, if the owner or operator of the other motor vehicle was not negligent, the insured would receive no SUM payments.

2. Example Two

Insured's Bodily Injury Damages	\$ 100,000
Insured's Liability Limit	\$ 25,000
Insured's SUM Limit	\$ 25,000
Other Motor Vehicle Liability Limit	\$ 25,000

Result:
Insured recovers \$25,000 from the negligent other motor vehicle owner or operator. But the insured receives nothing under the SUM Coverage, which equals the mandatory uninsured motorists coverage, since the other owner or operator's vehicle did not have less liability insurance than the insured's vehicle. If the insured's liability and SUM limits were both \$50,000, the insured would collect another \$25,000 in SUM Coverage from the insured's own insurer.

3. Example Three

Insured's Bodily Injury Damages	\$ 60,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 50,000

Result:
Insured recovers \$50,000 from the other negligent motor vehicle owner or operator and \$10,000 under the SUM Coverage, which is the difference between the amount of the insured's SUM Coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.

4. Example Four

Insured's Bodily Injury Damages	\$ 150,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 25,000

Result:
Suppose the insured and the other motor vehicle owner or operator were each 50 percent at fault for the accident, then the insured's total recovery would be \$75,000, in light of comparative negligence of the parties involved in the accident. The insured would recover \$25,000 from the other negligent motor vehicle owner or operator and \$50,000 under the SUM Coverage.

On the other hand, if the other motor vehicle owner or operator was totally at fault for the accident, the insured would recover \$25,000 from the negligent motor vehicle owner or operator and would then receive \$75,000 in SUM Coverage from the insured's own insurer. Had the insured purchased liability and SUM limits of \$150,000 or more, the SUM recovery would then be \$125,000.

If you elect to purchase **SUM Coverage**, please initial and select a SUM limit.

(Initials) _____	I select the following SUM Limits:
	\$ _____ per person, _____ per accident
	OR
	\$ _____ per accident

I hereby **decline** to purchase the SUM Coverage. Please initial the box below if you elect to reject SUM coverage.

(Initials) _____	I hereby decline to purchase Supplementary Uninsured / Underinsured Motorists Coverage. I understand that I have statutory limits for any losses resulting from Uninsured/Underinsured Motorists Coverage.
----------------------------	--

_____	_____
Applicant's/Named Insured's Signature	Date

U.S. Specialty Insurance Co.	CITY OF GLEN COVE - NASSAU
Insurance Company	Policy Number
	Insured Name

SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE

New York State law requires that upon written request of an insured, and upon payment of the premium, an insurer issuing or delivering a policy that satisfies the requirements of Article 6 of the New York Vehicle and Traffic Law shall provide Supplemental Spousal Liability Insurance coverage.

Supplemental spousal liability insurance provides bodily injury liability coverage under a motor vehicle insurance policy to cover the liability of an insured spouse because of the death of or injury to his or her spouse, even where the injured spouse must prove the culpable conduct of the insured spouse.

This coverage is included within the policy's bodily injury liability limits and does not increase the amount of those limits. For example:

Insured's bodily injury policy coverage limit: \$100,000/300,000

Insured's bodily injury damage claim paid to spouse: \$75,000

Insured's bodily injury policy coverage limit available to all other claimants subject to a maximum of \$100,000 per person; \$225,000 per accident.

This example assumes the spouse and other claimants involved in the accident have a right to sue the insured for economic loss or for non-economic loss (i.e. pain and suffering) sustained as a result of a "serious injury" as defined in Section 5102 (d) of the Insurance Law. It must also have been shown that there was negligence on the part of the insured.

The additional premium for Supplemental Spousal Liability coverage is \$3,599

If you do not elect to purchase this coverage and do not remit the additional premium, Supplemental Spousal liability coverage is not included in your motor vehicle insurance policy.

_____	I hereby request Supplemental Spousal Liability coverage.
_____	I hereby reject Supplemental Spousal Liability coverage.

Coverage is generally described here. Only the policy provides a completed description of coverages and limitations.

	<u>U.S. Specialty Insurance Company</u>
Authorized Signature of the Insured	Insurance Company
	12/30/2020 - 12/30/2021
Print Name	Policy Number
	CITY OF GLEN COVE
Date	Insured Name

Special Events: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK - REGULATION 107 ACKNOWLEDGEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LAW ENFORCEMENT LIABILITY COVERAGE FORM**

The following statement shall be attached to, and made a part of, the policy:

This will acknowledge that the Insured is aware that in the event we expend funds for damages or legal defense cost on behalf of the insured, we will be reimbursed for such expenditures up to the amount of the deductible or self-insured retention shown in the Declarations; however, legal defense cost charged against the deductible or self-insured retention will not exceed 100% of such deductible or self-insured retention, and we will assume any legal defense cost over this amount in regard to such deductible or self-insured retention.

SIGNATURE OF INSURED

DATE

Authorized Representative

Resolution 6-M



CONTRACT PROPOSAL

This contract is to begin **JANUARY 1, 2021** by and between **NORTH SHORE GOLF CAR SERVICE INC.,** hereinafter referred to as the **CONTRACTOR** and **THE CITY OF GLEN COVE, MUNICIPAL GOLF COURSE** hereinafter referred to as **THE CITY.**

WITNESSETH:

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

DURATION OF CONTRACT:

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

COMMISSION:

The City agrees to pay \$8,540.00 per year in two payments of \$4,270.00 due March 1st 2021, with like amount August 1st 2021

49 - Club Car Precedent Gas Powered	\$140.00 per year
12 - Club Car DS-G Gas Powered	\$140.00 per year

STIPULATIONS OF CONTRACT

1. The contractor agrees to perform annual service, which includes the replacement of all oils, filters, plugs and the inspection of all batteries, cables, controls, brakes and connections and their replacement, if necessary. Also, all cars will be pressured washed, cleaned and waxed. This service is to be performed during off season in 2021.
2. The **49- Club Car Precedent** as well as the **12- Club Car DS Model Cars** the City will be charged separately for brakes, batteries, springs, starter/ generators drive or driven clutches, rear differentials, engine overhauls and carburetors at labor rate of \$95.00 per hr. plus parts
3. The contractor agrees to respond with a mechanic within 24 hours to any request for service or maintenance.
4. The contractor agrees to furnish only authorized Club Car parts.
5. The contractor agrees to provide service and maintenance for 61 Club Car Gas Powered golf cars which are solely used for Golf
6. The contractor agrees to keep in full force for the term of this contract:
 - A. Workmen's Compensation and Employee's Liability
 - B. Comprehensive General Liability
 - C. Comprehensive Automobile Liability
(with amounts no less than \$1000.000).
7. The City agrees to supply and install all fuel that is needed for Club Cars.
8. The City agrees to repair or replace any tire or wheel assemblies that are needed.
9. The City agrees to purchase any additional parts or accessories that are not covered under this service agreement from the contractor.
10. The City agrees that any mechanical or cosmetic repairs due to fire, theft, acts of vandalism, accidents or acts of God will be performed by the contractor at the rate of \$95.00 per hour, plus parts.
11. The City agrees that any cosmetic repairs i.e. body panel dents, broken canopies and torn seats, during the term of this contract are not the responsibility of the contractor. If the City feels these repairs are necessary, a separate agreement will be made.

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

NORTH SHORE GOLF CAR SERVICE, INC. CONTRACTOR

By:  President

Address:

220 Glen Cove Avenue
Glen Cove, New York 11542

THE CITY OF GLEN COVE
MUNICIPAL GOLF COURSE

THE CITY

By: _____

Title: _____

Address:

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