



ORDINANCE 6/2021
ORDINANCE AMENDING SECTION 265-30 OF THE CITY CODE OF ORDINANCES
REGARDING REMOVAL AND STORAGE OF VEHICLES

BE IT ORDAINED:

The City Council hereby makes the following amendments to the Glen Cove City Code of Ordinances, to be effective immediately upon adoption:

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

Sec. 265-30 Notice of removal.

~~It shall be the duty of the City to ascertain to the extent possible the owner of the vehicle or the person having the same in charge and to notify him of the removal and disposition of such vehicle and of the amount which will be required to redeem the same.~~

- A. Upon seizure of a vehicle as provided in this article, the City shall, as soon practicable, ascertain the identity of the parties with property interests in the seized vehicle (the “Interested Parties”). The Interested Parties to be ascertained shall include the following four categories of persons (to the extent they exist for a given vehicle):
- i. The person in possession at the time of seizure;
 - ii. The registrant of the vehicle;
 - iii. The titled owner of the vehicle;
 - iv. Any lessor of the vehicle; and/or
 - v. Any lienholder of the vehicle.
- B. Within 10 days of the seizure of a vehicle as provided in this article, the City shall notify all Interested Parties of the seizure by certified mail, return receipt requested, a Notice of Seizure sent to the Interested Parties as follows:
1. The address used for an individual Interested Party shall be that listed on the individual’s driver’s license, registration documents, or such other address as reasonably calculated to give the lessor and/or lienholder notice of the seizure.
 2. The address used for the lessor and/or other lienholder (as applicable) of the vehicle shall be the address identified on the vehicle’s title document, the vehicle’s lease contract, and/or the vehicle’s retail installment contract, and/or or such other address as reasonably calculated to give the lessor and/or lienholder notice of the seizure.
- C. The Notice of Seizure shall state that Interested Parties shall have the option to commence a proceeding, which must be commenced within 21 days from the time the Notice of Seizure is sent to all Interested Parties. The requested proceeding shall be held under the exclusive jurisdiction of the Glen Cove City Court, 13 Glen Street, Glen Cove, New York to determine the respective rights of the City and the Interested Parties in the vehicle. The Notice of Seizure shall also include the following information:
1. The make, model and vehicle identification number (“VIN”) of the seized



- vehicle;
2. A statement that the purpose of the proceeding is to determine the legality of the seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle, and determine the rights of possession in the vehicle at issue.
- D. The Proceeding shall be conducted before a neutral decision maker at the Glen Cove City Court, who shall review the legality of the seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle, and determine the rights of possession in the vehicle at issue.
- E. If no Interested Party requests a Proceeding or appears at the Proceeding, all Interested Parties will be deemed in default. In the event of a default, the City Attorney shall conduct a post-default review of the seizure to determine the legality of the seizure, the appropriateness of any fees and expenses charged in relation to the seizure and storage of the vehicle. Following post-default review, the City may take such further actions as are called for by its laws or other policies and procedures, including the imposition of fees, seeking forfeiture or otherwise disposing of the vehicle.
- F. In the event it is determined at a Proceeding that a lessor or lienholder is entitled to take possession of a seized vehicle, the lessor or lienholder shall, prior to a lessor or lienholder retrieving a vehicle pursuant to disposition, a notice to the driver or registrant of the vehicle informing them that their failure to retrieve the vehicle within 10 days will result in turnover of the vehicle to the lessor or lienholder, as applicable. Such a vehicle will not be turned over to a lessor or lienholder until the lessor or lienholder provides satisfactory proof of a lessor or lienholder's right to take possession of a vehicle. Such proof shall be in the form of an affidavit from an appropriate custodian of records of the lessor or lienholder stating the reason(s) the lessor or lienholder has a current right to take possession of the vehicle and attaching the lease document or retail installment contract.
1. Notwithstanding anything in this Section to the contrary, the City may reasonably request the Affidavit of Right described in Section F to include the following:
 - i. An agreement by the lessor or lienholder to reasonably cooperate with the City should a driver or registrant later make claims against the City related to the City's turnover of the vehicle to the lessor; and/or
 - ii. An agreement to release the City for its conduct in towing the vehicle.
 2. Satisfactory proof of a lessor's or lienholder's right to take possession of the vehicle shall not include any of the following:
 - i. A requirement that the lessor or lienholder pay the City any fees, except those that may be imposed by a written disposition as a result of the Retention Hearing;
 - ii. An agreement not to return the vehicle to a driver, registrant, lessee or debtor (as applicable).



ORDINANCE 7/2021
ORDINANCE AMENDING SECTION 265-46 OF THE CITY CODE OF ORDINANCES
REGARDING VEHICLES AND TRAFFIC SCHEDULES

BE IT ORDAINED:

The City Council hereby makes the following amendments to the Glen Cove City Code of Ordinances, to be effective immediately upon adoption:

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

Sec. 265-46 Schedule XIV: Parking Prohibited Certain Hours

In accordance with the provisions of § 265-18, no person shall park a vehicle between the times specified upon any of the following described streets or parts thereof:

Name of Street	Side	Hours/Days	Location
Alvin Street* [Added 2-28-2012]	East	4:00 a.m. to 6:00 a.m./All	From a point 20 feet south of Landing Road to a point 61 feet south therefrom
Alvin Street* [Amended 8-25-1998; 2-28-2012; repealed 5-27-2014]			
Barbara Lane	Both	6:00 p.m. to 6:00 a.m./All	Entire length
Birch Bark Lane	Both	10:00 p.m. to 6:00 a.m./All	Entire length
<u>Brewster Street Garage</u>		<u>2:00 a.m. to 6 a.m./All</u>	<u>Entire garage except for leased spaces</u>
Carney Street [Added 2-27-2001]	South	9:00 p.m. to 7:00 a.m.	Parking area for 79 Hazel Street
Cedar Swamp Road [Amended 5-25-2004; 3-8-2011]	West	11:00 p.m. to 6:00 a.m./All	From a point 32 feet south of Carney Street to a point 250 feet south therefrom
Cedar Swamp Road [Added 3-22-2010]	West	11:00 p.m. to 6:00 a.m./All	From a point 20 feet north of Grove Street to a point 150 feet therefrom
Cedar Swamp Road [Added 3-22-2010]	West	11:00 p.m. to 6:00 a.m./All	From a point 230 feet north of Grove Street to a point 260 feet therefrom



PUBLIC HEARING 2B



Name of Street	Side	Hours/Days	Location
Chadwick Street [Added 10-8-2002]	South	8:00 a.m. to 8:00 p.m./All	From a point 90 feet east of Glen Cove Avenue to a point 66 feet therefrom
Chadwick Street	South	8:00 a.m. to 5:00 p.m./Monday through Saturday	From a point 192 feet east of Glen Cove Avenue to a point 70 feet east therefrom
Coles Street	Both	All/Saturday, Sunday and holidays, from May 30 through Labor Day	From Carpenter Street to Mechanic Street
Dosoris Creek Parking area	—	11:00 p.m. to ___/All	Entire parking area
East Avenue	East	9:00 a.m. to 4:00 p.m./School days	From a point 234 feet north of Southridge Drive to a point 24 feet north therefrom
East Avenue	West	9:00 a.m. to 4:00 p.m./School days	From a point 234 feet north of Southridge Drive to a point 28 feet north therefrom
Edgehill Road [Added 5-11-2004]	North	All/Monday through Saturday	From Walnut Road to a point 108 feet east therefrom
Forest Avenue	South	10:00 a.m. to 4:00 p.m./Saturday and Sunday	From a point 122 feet east of Bryce Avenue to a point 88 feet east therefrom
Forest Avenue [Repealed 7-24-2012]			
Garvies Point Road [Amended 4-11-2000; repealed 4-12-2016]			
Garvies Point Road [Added 4-12-2016]	Both	From 11:00 p.m. to 6:00 a.m./All days; all vehicles are prohibited except authorized vehicles with boat trailers and stickers	Entire length
Garvies Point parking lot [Amended 4-11-2000; repealed 4-12-2016]			
Garvies Point parking lot [Added 4-12-2016]	Entire lot	From 11:00 p.m. to 6:00 a.m./All days; all vehicles are prohibited except authorized vehicles with boat trailers and stickers	Entire lot
Germaine Street	East	All/Saturday, Sunday and holidays from May 30 to Labor Day	From Landing Road to McLoughlin Street



PUBLIC HEARING 2B



Name of Street	Side	Hours/Days	Location
Glen Cove Yacht Club parking lot	—	9:30 p.m. to 4:00 a.m./All	Entire lot
Hazel Street [Added 2-27-2001]	East	9:00 p.m. to 7:00 a.m.	Parking area for 79 Hazel Street
Highland Road [Amended 10-27-1998]	North	All/Monday, Wednesday, Friday and Sunday	From Stuart Drive to Walnut Road
Highland Road [Amended 10-27-1998]	South	All/Tuesday, Thursday and Saturday	From a point 203 feet east of Highland Mews east for 1,670 feet
Highland Road	South	All/Tuesday, Thursday and Saturday	From a point 36 feet east of Franklin Avenue to a point 764 feet east therefrom
Inwood Road [Added 12-9-2008]	Both	7:00 a.m. to 4:00 p.m./School days	From Timber Road for 308 feet around the dead end
Jackson Street	Both	All/Saturday, Sunday and holidays, May 30 through Labor Day	Entire length
John Street	Both	All/Saturday, Sunday and holidays, May 30 through Labor Day	Entire length
Knights of Columbus parking lot	—	2:00 a.m. to 6:00 a.m./All	Entire lot
Landing Road*	South	9:00 p.m. to 6:00 a.m./All	From Alvin Street to Raymond Street
Landing Road	South	All/Saturday, Sunday and holidays, May 30 through Labor Day	From Carpenter Street to Germaine Street
Landing Road	South	All/Saturday, Sunday and holidays, May 30 through Labor Day	From Red Spring Lane west to a point 66 feet west of Northfield Road
Landing Road	South	9:00 p.m. to 6:00 a.m./Wednesday, Thursday and Sunday	From a point 34 feet east of Crescent Beach Road to a point 126 feet east therefrom
Landing Road*	South	10:00 p.m. to 6:00 a.m./All	From a point 76 feet west of Ellwood Street east for 158 feet
McLoughlin Street	Both	All/Saturday, Sunday and holidays, May 30 through Labor Day	From Carpenter Street west to the end of the street
McLoughlin Street	South	8:00 a.m. to 5:00 p.m./School days	From a point 120 feet east of Carpenter Street east for 55 feet
Mechanic Street	Both	All/Saturday, Sunday and holidays, May 30 through Labor Day	From McLoughlin Street to Landing Road
Morris Avenue City Stadium Parking Lot	—	1:00 a.m. to 6:00 a.m./All	Entire lot



PUBLIC HEARING 2B



Name of Street	Side	Hours/Days	Location
[Added 3-12-2002]			
Murray Court	Both	9:00 p.m. to 7:00 a.m./All	Entire length
Nassau Avenue [Repealed 12-8-2009]			
Pulaski Street Garage		2 a.m. to 6 a.m./ All	Entire garage except for leased spaces
School Street	South	5:00 p.m. to 12:00 a.m./Monday through Friday	From a point 14 feet east of Cove Street to a point 68 feet east therefrom
Shore Road [Added 5-13-2003]	North	5:00 p.m. to 2:00 a.m./Friday, Saturday and Sunday, May 15 through Labor Day	From a point 1,520 feet west of Glen Cove Avenue to a point 520 feet west therefrom
Spencer Place	Both	9:00 p.m. to 6:00 a.m./All	From Barry Drive west for 120 feet
St. Andrews Lane	North	8:00 a.m. to 8:00 p.m./Monday, Wednesday and Friday	From Walnut Road to Elliot Place
St. Andrews Lane	North	8:00 a.m. to 8:00 p.m./Monday, Wednesday and Friday	From a point 50 feet east of Walnut Road to a point 320 feet east therefrom
St. Andrews Lane	South	8:00 a.m. to 8:00 p.m./Tuesday and Thursday	From Walnut Road to Elliot Place
St. Andrews Lane	South	8:00 a.m. to 8:00 p.m./Tuesday and Thursday	From a point 82 feet east of Walnut Road to a point 282 feet east therefrom
Third Street	North	6:00 a.m. to 6:00 p.m./Friday, Saturday and Sunday	From a point 154 feet east of Cedar Swamp Road to a point 106 feet east therefrom
Village Square [Amended 11-23-1999]	Both	5:00 a.m. to 7:00 a.m./Friday	Entire length (for sweeping)
Village Square [Amended 11-23-1999]	South	9:00 a.m. to 12:00 noon/Monday, Wednesday and Friday	From a point 96 feet west of Bridge Street to a point 45 feet west therefrom (for dumpster removal)
Whitney Circle	Both	7:00 p.m. to 7:00 a.m./All	Entire length

***An asterisk after the street name indicates a tow-away zone in the location indicated.**



RESOLUTION 6A



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

BUDGET TRANSFER FORM

DEPARTMENT: INSURANCE

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1910-55950	UNALLOCATED INSURANCE	\$53,005	
A9010-57168	HEALTH & DENTAL INSURANCE		\$53,005

Reason for Transfer:

TO RE-ALLOCATE BUDGETED FUNDS BETWEEN
INSURANCE RELATED APPROPRIATED EXPENSES
TO COVER COMMERCIAL LIABILITY PREMIUM

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: 2021.06.03 10:59:19 -04'00'

Date: JUNE 3, 2021

City Controller Approval:

Date: JUNE 3, 2021

City Council Approval – Resolution Number: _____

Date: _____



RESOLUTION 6A



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

BUDGET TRANSFER FORM

DEPARTMENT: VARIOUS

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1680-55438	CONTRACTUAL SERVICES	\$25,500	
A1680-51101	ANNUAL SALARIES		\$25,500
	(OUTSOURCED IT SERVICES)		
A1989-51156	TERMINATION PAY	\$17,350	
A3120-51101	ANNUAL SALARIES		\$8,125
A1990-55940	CONTINGENCY		\$9,225
	(TERMINATION PAY SHORTFALLS)		
A5142-51140	OVERTIME	\$38,150	
A1990-55940	CONTINGENCY		\$38,150
	(SNOW REMOVAL SHORTFALL)		

Reason for Transfer:

TO RE-ALLOCATE UNEXPENDED BUDGET TO PROVIDE
BUDGET AVAILABILITY TO VARIOUS DEPARTMENT FUND LINES

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: 2021.06.08 08:11:30 -04'00'

Date: JUNE 8, 2021

City Controller Approval:

Date: JUNE 8, 2021

City Council Approval – Resolution Number: _____

Date: _____



RESOLUTION 6B



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

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: CAPITAL FUND

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H8300-43580-1827	NYS GRANT (WATER INFRASTRU	\$150,798.59	
H8300-52260-1827	SEAMANS ROAD WELL REHAB		\$150,798.59

Reason for Amendment:

TO ACCEPT GRANT REIMBURSEMENT PROCEEDS FROM

NYS ENVIRONMENTAL FACILITIES CORPORATION (EFC)

RELATED TO SEAMAN'S ROAD WATER SYSTEM IMPROVEMENTS

[NEW YORK STATE WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT PROGRAM PROJECT #18637]

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: 2021.06.08 17:08:19 -0400

Date: JUNE 8, 2021

City Controller Approval:

Date: JUNE 8, 2021

City Council Approval-Resolution Number:

Date:

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the City of Glen Cove, having its principal office at 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

1. Term. This Agreement shall commence on January 1, 2022 and terminate on December 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Ten Thousand Dollars (\$10,000.00) per Agreement year, for a total sum of Fifty Thousand Dollars (\$50,000.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor



RESOLUTION 6C



and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information,



and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's disclosure form(s), if applicable, any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have



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participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance



RESOLUTION 6C



carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.



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(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions



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thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).



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(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

[Remainder of Page Intentionally Left Blank.]



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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The City of Glen Cove

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK



Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions



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or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction



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recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.



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As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation



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- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



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Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:



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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 20__.

Notary Public



RESOLUTION 6D



This **GRANT DISBURSEMENT AGREEMENT** includes
all exhibits and attachments hereto and is made on the terms and by the parties listed below
and relates to the project described below:

**DORMITORY AUTHORITY OF THE STATE OF
NEW YORK ("DASNY"):**

515 Broadway
Albany, New York 12207
Contact: Karen Hunter
Phone: (518) 257-3177
E-mail: grants@dasny.org

THE GRANTEE:

City of Glen Cove
City Hall
9 Glen Street
Glen Cove, NY 11542
Contact: Hon. Timothy Tenke
Phone: (516) 676-2004
Email: ttenke@cityofglencoveny.org

THE PROJECT:

Improvements to the Seaman Road Station
Public Drinking Water Supply Facility

PROJECT LOCATION:

Seaman Road Station

PROJECT ADDRESS:

86 Seaman Road, Glen Cove, NY

GRANT AMOUNT:

\$250,000

FUNDING SOURCE:

State and Municipal Facilities Program
("SAM")

For Office Use Only:**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

08/02/19

EXPIRATION DATE OF THIS AGREEMENT:

3 YEARS FROM DASNY EXECUTION DATE

Project ID: 19225
FMS#: 135129
GranteeID: 187
GrantID: 20283



1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or



b) Payment on Invoice

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
 - d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
 - e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
 - f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.
6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.



- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and
 - iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will



conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
- i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
 - viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.



- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or



unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.



City of Glen Cove
Improvements to the Seaman Road Station Public Drinking Water Supply Facility
Project ID 19225

This agreement is entered into as of the latest date written below:

GRANTEE: CITY OF GLEN COVE

(Signature of Grantee Authorized Officer)

(Printed Name and Title)

Date: _____

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(Signature of DASNY Authorized Officer)

(Printed Name)

Date: _____

DASNY OFFICE USE ONLY	
GRANTS ADMIN REVIEW	FINAL LEGAL REVIEW
APPROVED FOR LEGAL REVIEW:	APPROVED FOR SIGNATURE:
DATE:	DATE:

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

City of Glen Cove
Improvements to the Seaman Road Station Public Drinking Water Supply Facility
Project ID 19225

USE OF FUNDS	TIMELINE		SOURCES					Total
	Anticipated Dates**		DASNY Share	In-Kind/Equity/Sponsor		Other Sources		
Project Description*	Start	End	Amount	Source Name	Amount	Entity Name	Amount	
Improvements to the Seaman Road Station Public Drinking Water Supply Facility			\$250,000	City of Glen Cove	\$1,935,000	NYS EFC 2018 WIIA	\$3,000,000	\$5,185,000

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.



EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant
Improvements to the Seaman Road Station Public Drinking Water Supply Facility
Project ID 19225*

Ladies and Gentlemen:

I have acted as counsel to City of Glen Cove (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York or, is duly organized and validly existing under the laws of another jurisdiction. The Grantee is authorized to do business and is in good standing in the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

Approved – Legal Opinion attached

*****Instructions – Grantee's Attorney will choose appropriate response . If "Approved as to form" is checked, the Attorney will DocuSign form. If "Approved – Legal Opinion attached" is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.***



EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

- 1) You are acknowledging the following regarding the included Grantee Questionnaire:
 - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
 - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.


DASNY
DASNY OFFICE USE ONLY
GQ Review

 DS
 VB

10/30/2020

Grant Programs
Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1. Grantee (Legally Inc. Name): City of Glen Cove
2. Federal Employer ID No. (FEIN): 11-6000350
3. Website Address: www.glencove-li.us
4. Business E-mail Address: ttenke@glencoveny.gov
5. Principal Place of Business Address: 9 Glen Street, Glen Cove NY 11542
6. Telephone Number: 516-676-2004
7. Type of Entity (Please select appropriate response):
 - a) County
 - b) ☒ City
 - c) Town
 - d) Village
 - e) Public Benefit Corporation
 - f) Fire District
 - g) School District
 - h) Soil or Water Conservation District
 - i) State University or City University of New York (including Community Colleges)
 - j) Public Library
 - k) BOCES
 - l) Other Please Specify: _____



SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Municipal Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership of a Related Party.
2. "Authorized Officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.
3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.
4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.
6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant? Yes No ☒

If answer is "Yes", Please explain:



2. Has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors to provide goods or services in connection with any Grant-Funded Project as a condition of receiving a Grant? Yes No x

If answer is "**Yes**", Please explain:

3. Does the Grantee have a conflict of interest policy? Yes x No

- a) If "**Yes**", will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's conflict of interest policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee's conflict of interest policy? Yes x No

If answer is "**No**", Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No x

If the answer is "**Yes**", please provide details:

**SECTION III: DUE DILIGENCE QUESTIONS**

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? *Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.*
- Yes x No

If the answer is "**No**", will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant-Funded Project? If the answer is "**No**", please explain:

2. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:
- a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No x
 - b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No x
 - c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No x
 - d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No x
 - e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No x
 - f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No x
 - g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? Yes No x



RESOLUTION 6D



- | | |
|---|----------------------|
| h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct? | Yes No x |
| i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease? | Yes No x |
| j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? | Yes No x |
| k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? | Yes No x |
| l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? | Yes No x |
| m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? | Yes No x |
| n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of: | |
| - Unemployment insurance or workers' compensation coverage or claim requirements | Yes No x |
| - A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? | Yes No x |

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

- | | |
|--|----------------------|
| 3. During the past three (3) years, has the Grantee <u>failed</u> to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? | Yes No x |
|--|----------------------|

If "Yes", indicate the years the Grantee fails to file the requested information and the current status of the matter:



4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No ☒

If "Yes", please provide details and what has been done to rectify the weakness or non-compliance(s). If a Corrective Action Plan was required, please provide details:

**RESOLUTION 6D****CERTIFICATION**

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by:

Timothy Tenke

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Signature of Authorized Officer

Timothy Tenke

Printed Name of Authorized Officer

Mayor

Title of Authorized Officer

10/2/2020

Date Signed

DocuSigned by:

Michael Piccirillo

E667D31A2CCF45D...

Signature of Authorized Officer

Michael Piccirillo

Printed Name of Authorized Officer

Controller

Title of Authorized Officer

10/29/2020

Date Signed

EXHIBIT D: Disbursement Terms

City of Glen Cove
Improvements to the Seaman Road Station Public Drinking Water Supply Facility
Project ID 19225

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

**EXHIBIT E: Payment Requisition Form and Dual Certification**

City of Glen Cove
Improvements to the Seaman Road Station Public Drinking Water Supply Facility
Project ID 19225

For Office Use Only:**FMS#:** 135129**GranteeID:** 187**GrantID:** 20283Payment Request # For work completed between / / and / / **THIS REQUEST:**

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$	250,000			

- * Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

**EXHIBIT E: Payment Requisition Form and Dual Certification****DUAL CERTIFICATION**

This certification must be signed by two Authorized Officers of the City of Glen Cove, for Project # 19225.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # _____ attached hereto in the amount of \$ _____ for which City of Glen Cove, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and City of Glen Cove (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of City of Glen Cove. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
 - ☐ Readable copies of both front and back of canceled checks.
 - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - ☐ Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
 DASNY
 515 Broadway
 Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant
 Improvements to the Seaman Road Station Public Drinking Water Supply Facility
 Project No. 19225*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR		
2)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
OR		
3)	<input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose . The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at (____)_____.



RESOLUTION 6D



Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____

Title: _____



**EXHIBIT F****NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT**

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.



NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer (“AAO”)

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;



- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise (“WBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.



RESOLUTION 6E



CITY OF GLEN COVE CDA HOUSING CHOICE VOUCHER PROGRAM NY-121 ADMINISTRATIVE PLAN FY 2020-2024 FIVE-YEAR PLAN

***RE-AMENDED 5/14/2021
HUD/FHEO APPROVED 5/26/2021***



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5/27/21



The Glen Cove Housing Choice Voucher Program serves a community of approximately 27,000 residents. However, the need for affordable housing in the community is great and the demand for the program is high.

Eligibility for a housing voucher is determined by the Glen Cove Housing Choice Voucher Program based on the total annual gross income and family size and is limited to US citizens and specified categories of:

Non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or the metropolitan area in which the family chooses to live. By law, The Glen Cove Housing Choice Voucher Program must provide 75 percent of its voucher to applicants whose incomes do not exceed 30 percent of the area median income. Median income levels are published by HUD. Glen Cove Housing Choice Voucher Program can provide you with the income limits for Nassau County and family size.

During the application process, the Glen Cove Housing Choice Voucher Program will collect information on family income, assets, and family composition. The Glen Cove Housing Choice Voucher Program will verify this information with other local agencies, your employer and bank, and will use the information to determine program eligibility and the amount of the housing assistance payment.

If the Glen Cove Housing Choice Voucher Program determines that your family is eligible, the Glen Cove Housing Choice Voucher Program will put your name on a waiting list, unless it is able to assist you immediately. Once your name is reached on the waiting list, the Glen Cove Housing Choice Voucher Program will contact you and issue to you a housing voucher.

Local preferences and waiting list:

Since the demand for housing assistance often exceeds the limited resources available to HUD and the local housing agencies, long waiting periods are common. In fact, the Glen Cove Housing Choice Voucher Program may close its waiting list when it has more families on the list than can be assisted in the near future.

The Glen Cove Housing Choice Voucher Program has established local preferences for selecting applicants from its waiting list. The Glen Cove Housing Choice Voucher local preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of the applicant family.

Selecting Applicants

- Families selected for participation in the Section 8 Program are taken from the Waiting List by local preference, starting with the earliest date on accepted preliminary applications. Priority is given to those families with a local preference using the preference system described later in this section so that no family without a local preference is selected before a family with a local preference, admissions of singles that are elderly, disabled, or displaced and families whose head or spouse is elderly or disabled have preference over admissions of singles that are not elderly disabled or displaced.
- When funding is available and assistance can be provided, families on the Waiting List are contacted in writing to inform them of the availability of funding and requested to complete a Tenant Information Form, Authorization Form, and a Citizenship Declaration Form and return the forms to the program office in the envelope provided within fourteen days. Families that do not respond to this letter are removed from the waiting list and given no further consideration. Letters returned as undeliverable because the family has moved and not left a forwarding address are treated the same as families that do not respond.
- Disabled applicants are not removed from the Waiting List until personal contact is made with the disabled person by a program manager to insure that a disabled person is not denied the opportunity to qualify for rental assistance solely due to their disability.
- Public Housing residents may apply when Section 8 list is open. Selections from the waiting list must result in compliance with income targeting requirements. Seventy-five percent of families who are initially leased up during the fiscal year must have incomes below thirty percent of area median (extremely low income) as published by HUD.



- Applicants must be at least 21 years of age and are required to produce a current criminal background check from Nassau County Police Department or other State / Federal Law Enforcement Agency. Applicants with felony drug convictions will not be able to participate in this program until at least three years from time of their release or conviction and the time they are called from the waiting list. Applicants convicted of child molestation will be barred from participation in this program.

Preferences

- Preference in assigning applicants to the waiting list will be based on the date and time of application and/or lottery.
- Preferences are ranked using a residency preference based on the City of Glen Cove and/or Nassau County residency preference area, defined as the City of Glen Cove and/or Nassau County where the Section 8 Program is authorized to operate a rental assistance program in accordance with the following system:

First Preference

- *Applicants who claim a residency preference based on a head of household or spouse who resides or works in the City of Glen Cove and/or Nassau County at the time of application.*

Second Preference

- *Applicants claiming a disability and receive Social Security Disability or Supplemental Security Income benefits who resides or works in the City of Glen Cove and/or Nassau County at time of application.*
- *Applicants claiming a classification as a victim of domestic violence, dating violence, sexual assault, or stalking, that can be documented and who resides or works in the City of Glen Cove and/or Nassau County.*

Third Preference

- *Applicants claiming a veterans or disabled preference without SSD or SSI benefits that live and/or works in the City of Glen Cove and/or Nassau County at the time of application.*
- *Applicants claiming a homeless preference based on displacement by governmental action that resides or works in the City of Glen Cove and/or Nassau County at the time of application.*

Fourth Preference

- *Applicants claiming a family preference of two or more persons, not elderly, disabled or displaced and not leasing in place that resides or works in the City of Glen Cove and/or Nassau County at the time of application.*

Single Person

- Single persons will be given equal preference with all other persons
- The City of Glen Cove does not exercise its discretionary power to assist non-preference families through local preferences, nor does it verify preferences as a requirement for placement on the waiting list. Verification of preferences is delayed until occupancy consideration.

Closing the Waiting List

- When the City of Glen Cove closes its entire waiting list, or any part of its waiting list, public notice concerning the closing of the entire list, or any part of the entire list, will be placed in the daily newspaper used by the Glen Cove Community Development Agency for official notices, and in any weekly newspaper of general circulation.
- Public notice will not be used as the primary vehicle used to notify special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix 1 of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove, and Department of Housing and Urban Development requirements.

Reopening the Waiting List

- When the City of Glen Cove opens or reopens its entire waiting list, or any part of its waiting list, public notice that families may apply for assistance will be placed in the daily newspaper used by the City of Glen Cove for Official notices, and in any weekly newspaper of general circulation.
- The public notice will state where and when to apply and state any limitations on who may apply for available slots in the program.



- Public notice will not be used as the primary vehicle used to attract special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix I of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove and Department of Housing and Urban Development requirements.
- When the City of Glen Cove closes its entire waiting list, or any part of its waiting list, public notice concerning the closing of the entire list, or any part of the entire list, will be placed in the daily newspaper used by the City of Glen Cove for official notices, and in any weekly newspaper or general circulation.
- Public notice will not be used as the primary vehicle used to notify special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix I of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove and Department of Housing and Urban Development requirements.

Single Waiting List

- A single waiting list is used for the voucher program. Additions to the waiting list are always accepted and the City of Glen Cove does not anticipate the need to suspend accepting or processing new preliminary applications or adding new applicants to the waiting list. However, should the need arise to close the waiting list, or any part of the waiting list, procedures already stated in this Administrative Plan will be followed.

Issuing or Denying Vouchers - Terms, Extensions and Suspensions

Issuing or Denying Vouchers

- As part of the selection process, families on the Waiting List are contacted and told that they will be awarded a voucher if their eligibility as stated in their preliminary application can be verified.
- Families that are income eligible, qualify as a family under this administrative plan, and are citizens or nationals of the United States, or eligible non-citizens, are given oral briefings and offered a certificate or voucher.
- Restrictions on Student Eligibility: Eligibility of Students for Assisted Housing under Section 8 of the U.S. Housing Act of 1937. Section 327 requires that if an individual is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for assistance under section 8 of the United States Housing Act of 1937 (section 8 assistance), or the student's parents are, individually or jointly, ineligible for assistance, no section 8 assistance can be provided to the student.
- Families must submit to or supply proof of a criminal background check for all family members who have reached the age of eighteen (18) years. This Agency prohibits admission to the program any applicant for three years from date of eviction if a household member has been evicted from federally assisted housing for drug-related criminal activity. This Agency also prohibits admission if any household member is currently engaging in illegal use of a drug. This Agency also prohibits admission if it determines that it has reasonable cause to believe that a household member's illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This Agency prohibits admission if a household member has ever been convicted of drug related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing. This Agency enforces HUD mandatory prohibitions for any member of household is subject to a lifetime registration requirement under a State sex offender registration program. This Agency has established a three-year period before the admission decision during which an applicant must not to have engaged in drug-related criminal activity: violent criminal activity: or other criminal activity which may threaten the health safety of the owner, property management staff or PHA staff.



- Families will be issued a Voucher if one is available. Families will be issued in chronological order while waiting for a Voucher. Families must remain on the list and must reapply if they wish to obtain rental assistance in the future.
- Vouchers are issued until available funding is utilized. Projections of the number of each that may be issued is based on a financial projection model that Uses past program experience and Annual Contributions Contract Reserve to determine the number vouchers that may be issued over a five-year period, given available funding. The projection model is checked each quarter to determine if adjustments are required.
- Vouchers are issued based on family size or unit size if the unit they choose to occupy is smaller than subsidy standards stated elsewhere in this Administrative Plan. Families may be issued smaller Vouchers than size unit they would normally occupy, as long as the standard of two persons per living / sleeping area is not exceeded.
- Families may also choose to occupy larger units than indicated by the subsidy standards in this Administrative Plan only in emergency cases, and where there is no known abuse of housing subsidy such as unauthorized persons occupying said units, but the maximum subsidy will always be limited to the Fair Market Rent or Payment Standard applicable to the size unit approved by this Agency.

Terms

- Vouchers issued shall be valid for a period of 60-days. All families will be notified thirty days prior to the expiration of their Certificates or Voucher to determine if they have found a suitable unit, or if they require assistance in finding such a unit.

Extensions

- Extensions will be granted on Vouchers, not to exceed a total of an additional 60-days if the family can demonstrate that it has actively attempted to find a suitable dwelling unit.
- Such demonstration shall include names and addresses of owners who have been contacted and reasons why potential dwelling units have been rejected. Unless such extensions have the effect of denying other families' access to rental assistance, extensions will normally be granted until Voucher holders are able to secure suitable housing.
- Vouchers issued to persons with disabilities will automatically be extended at the holder's request to the full 120-day period allowable under HUD regulations.

Suspension

- The term of a voucher will be suspended from the time when the family submits a request to this agency for approval to lease a unit, until the time when this agency approves or denies the request, provided that each such suspension does not exceed thirty days. No more than three such suspensions will be authorized for a certificate or voucher holder, unless this agency finds extenuating circumstances warranting such suspension.

Special Purpose Funding

- Special purpose funding, funding for specified families, or a specified category of families issued by HUD will always follow directives issued by HUD at the time funding is provided. If required and acceptable to this agency the contents of this Administrative Plan will be amended at the time special funding is provided.

Definition of a Family and Definition of Continuously Assisted

Definition of a Family

- The definition of family and the family's eligibility for assistance and placement on the waiting list is based on eligibility and occupancy criteria established by the U.S. Department of Housing and Urban Development as well as this agency's policies. Eligible families and individuals that may be placed on the Waiting List, in addition to meeting preliminary income and all other preliminary eligibility criteria, must be one of the following:

A disabled person or family whose head or spouse or sole member is disabled person or family;



An elderly person or family whose head or spouse or sole member is at least sixty-two years of age;

Two or more persons sharing residency as a family irrespective of age; A single person of any age who is an expectant mother, or in the process of securing legal custody of a minor; A single person of any age.

- A **disabled person** is defined as a person who is under a disability as defined in section 223 of the Social Security Act, or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, or a disabled person having a physical or mental impairment which (1) is expected to be of long-continued and indefinite duration, (2) substantially impedes his or her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions.
- A **displaced family** is a family that has been displaced by government action and is required to move by the Federal Government, a State Government, or a local government, or a family that is required to move due to a disaster that is declared or formally recognized by the Federal Government.
- A **homeless family** includes any individual or family who currently lives in substandard housing where substandard is defined as involving a unit that is:
 - a) Dilapidated and does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or has one or more critical defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure or does not have operable indoor plumbing.
 - b) Does not have a usable flush toilet inside the unit for the exclusive use of a family
 - c) Does not have a usable bathtub or shower inside the unit for the exclusive use of a family
 - d) Does not have electricity, or has inadequate or unsafe electrical service, or
 - e) Does not have a safe or adequate source of heat, or
 - f) Should, but does not have a kitchen, or
 - g) Has been declared unfit for habitation by an agency or unit of government
 - h) A homeless family is also defined as a family that lacks a fixed, regular, and adequate nighttime residence and has a primary nighttime residence that is:
 - a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), or
 - an institution that provides a temporary residence for individuals intended to be institutionalized, or A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings

A homeless family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

Continuously Assisted Family

- A family that has been continuously assisted under the 1937 Housing Act will be placed on the waiting list or assisted using the low-income limits published by the Department of Housing and Urban Development.
- A family will be considered continuously assisted if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program. If a continuously assisted family's assistance is temporarily interrupted for a period exceeding sixty days before changing programs and being admitted to the agency's program, such interruption will cause that family to lose their status as a continuously assisted family.



- A family continuously assisted can transfer their section 8 voucher member is on the section 8 household, as a remaining household member.

Use and Occupancy of Unit

- The Family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- A family may-not add other adults to household not currently being assisted without permission of this Agency.
- When a family removes an adult member from their household this Agency will adjust the voucher size to match the new household composition.

Exceptions

- Exceptions for unassisted family members require a documented medical emergency which designate the assisted family as last resort housing. Court-awarded custody of a child / and or Foster child care and certified live-in aides.

Encouraging Participation by Owners of Suitable Units Located Outside Areas of Low Income or Minority Concentration

- Contact with owners, brokers, property managers, and associations of these groups encouraging participation by owners of suitable units located outside any areas of low income or minority concentration will initially be made through a community-wide information program.
- While there are significant low income or minority population concentrations within this housing agency's jurisdiction, there are income eligible minorities in the housing market area and special efforts will be required to attract these groups to the program and inform them of the availability of housing opportunities in areas outside of impacted areas.
- Paid advertisements and press releases, stressing the advantages to owners who participate in the program, will be placed in the daily newspaper used by this agency for official notices. and in any weekly newspaper of general circulation. Advertisements and press releases will appear at the start of the application period and throughout the program as required. Advertisements will also be placed in the classified sections of local newspapers, if necessary, in an attempt to encourage more owners to participate in the program. All advertisements will comply with Advertising Guidelines for Fair Housing, of the Department of Housing and Urban Development.
- Press releases will be issued, at the start of the application period, and during the program as required, and distributed through the media list. Press releases will stress the advantages to owners who participate in the program and will conform with Advertising Guidelines for Fair Housing of the Department of Housing and Urban Development.
- In order to interest owners in participating in the program, information concerning potential rehabilitation of existing units through lease-secured loans or rent increases will be provided and discussed with local banks, as necessary.
- This Agency does not pay real estate brokers fees or security deposits for any program participants.

Assisting a Family that Claims Illegal Discrimination Has Prevented the Family from Leasing a Suitable Unit

- Assistance will be provided when a family alleges that illegal discrimination is preventing that family from finding a suitable unit. In such cases, families will be counseled on their rights, and where required. will be referred to appropriate local, county or state human rights organizations for additional assistance and resolution of the alleged discrimination.
- Applicants or participants claiming to have been subjected to discrimination because of race, color, religion, sex, disability, familial status, or national origin in search for housing, or in the housing they currently occupy



A Statement of our Agency's Policy on Providing Information about a Family to Prospective Owners

- An agency administering Section 8 is not subject to federal Freedom of Information Act (FOIA) and Privacy Act requirements. The decision whether to release or deny release of program information generally rests in the discretion of the housing agency, subject to any restrictions under State or local law concerning disclosure of information obtained pursuant to the family's verification release or consent. A family's rental history concerning prior good standing as to timely tenant payments or problems such as damages is not privileged.

Disclosure of Certain Information Prohibited

- Information acquired by this agency or by an officer or employee of this Agency shall be for the exclusive use and information of this Agency in the discharge of its duties under NY Code- Section 159 and shall not be open to the public nor be used in any court in any action or proceeding pending therein unless this Agency is a party or complaining witness to such action or proceeding. This Agency requires a court order to release confidential personal information

Disapproval of Owners - Mandatory Denial

- This agency will not approve rental from the owner, if directed so by HUD, when the owner has been the subject of equal opportunity enforcement proceedings, as follows:
 - a) The Federal Government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending.
 - b) A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- In all cases of mandatory denial, this agency must be presented with appropriate documentation by HUD or another agency concerning disapproval of owner.

Discretionary Denial

- This agency may, on a case-by-case basis, deny or delay approval to lease a unit from an owner for any of the following grounds:
 - a) The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.
 - b) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
 - c) The owner has engaged in drug-trafficking.
 - d) The owner has a history or practice of noncompliance with the HQS for units leased under the tenant- based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
 - e) The owner has a history or practice of renting units that fail to meet State or local housing codes The owner has not paid State or local real estate taxes, fines, or assessments.

Subsidy Standards

- Applicants that are expected to meet the family eligibility and income requirements of the Section 8 Program are placed on the waiting list by preference, date, and time of application. Size of unit is established for each applicant according to the following occupancy standards:
 - a) Non-spousal adults are not placed in the same bedroom.
 - b) Minors of different sex are not placed in the same bedroom.
 - c) Two minors of same sex are placed in same bedroom.
 - d) Documented single expectant mothers expecting their first child are given one-bedroom vouchers. Mothers may

- e) Persons securing legal custody of a minor or minors are provided with additional bedrooms to house the minor or minors.
- f) Bedrooms are provided for required care persons.
- g) Elderly or non-elderly couples with medical documentation are given two bedrooms.
- h) Single persons who are either age 62 or older, disabled, or displaced are always assigned one bedroom or smaller units.

Family Absence from the Dwelling Unit

- A family may be absent, meaning that no member of the family is residing in the unit, from its assisted unit for brief periods, but the family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, or for any reason. If a family is evicted for gross violation of the lease agreement, the family must satisfy any court ordered judgments before continuation of HAP assistance. If these obligations are not met and the family is unplaced for 180 days, the Voucher will expire and return to this Agency for reissue to families on the waiting list.
- Housing assistance payments will terminate if the family is absent for longer than the maximum period of 180 consecutive, and the HAP contract and assisted lease also terminate at that time.
- The assisted family must cooperate with this agency and supply any information or certification requested to verify that the family is residing in the unit, or relating to family absence from the unit.
- Assisted families must promptly notify this agency of any planned absence from the unit exceeding 30 consecutive days and supply any information requested by this agency on the purposes of such family absences. Absences exceeding 30 days that are not reported or not consistent with the policies of the Section 8 program may lead to termination of assistance.
- Visitors are limited to a maximum of thirty consecutive days. Visitors exceeding that time limit will be considered members of the tenant family and cause the tenant family to be recertified.

How to Determine Who Remains in the Program if a Family Breaks Up

- If the adult members of an assisted family separate, this agency will assign the assistance to an eligible family member as follows:
 - a) Assistance will remain with family members remaining in the original assisted unit if no minor children are members of the assisted family, the member of family remaining in the unit is not guilty of any violent criminal activity or drug abuse activity, and the member of the family remaining assisted unit is eligible for assistance under the regulations of the Section 8 program and this administrative plan.
 - b) Assistance will remain with the family member caring for minor children, an elderly person, or disabled family member if the member of family remaining in the unit is not guilty of any violent Criminal activity or drug abuse activity, and the member of the family remaining in the assisted unit is eligible for assistance under the regulations of the Section 8 program and this administrative plan.
 - c) Family members forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household will be given first consideration in assigning assistance.
 - d) If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, this agency will be bound by the court's determination of which family members continue to receive assistance in the program.

Informal Review Procedures for Applicants and Participants

- Appeals arising out of actions and determinations made through this agency's Section 8 Program will be adjudicated under informal review procedures for applicants. Informal meetings for applicants that have been

denied a preference, informal review procedures for applicants who they lack eligible non-citizen status, and under informal hearing participants are given prompt written notice of an action or determination by this agency that is subject to appeal, a brief statement of the reasons for the action or determination, provided with instructions on how to initiate an appeal, and given a time limit for initiating an appeal.



Timing for Informal Reviews, Hearings, and Meetings

- Informal reviews, informal meetings, and informal hearings must be requested by affected parties within ten days of the receipt of the notification of the action or determination reached by this agency, except that informal hearings related to non-citizens must be requested by affected parties within fourteen days of the receipt of the notification of the action or determination reached by this agency. Upon request of the affected party, this deadline may be extended for an additional ten days. No extensions will be allowed after the second ten-day or fourteen-day period.
- Requested informal reviews, informal meetings, and informal hearings will be conducted within ten days of the request of the affected applicant or tenant, subject to the availability of said applicant or tenant, and a decision rendered in writing within ten days following the conclusion of the review or hearing. Each of these deadlines may be extended an additional ten days if required.

Conducting Informal Reviews, Hearings, and Meetings

- Informal reviews and informal meetings will be conducted by any staff person or persons designated by this agency, other than a person who made or approved the decision under review or a subordinate of such person. At their own expense, applicants may be represented by a lawyer or other representative. The person who conducts the review or meeting will regulate the conduct of the review in accordance with this agency's review procedures. This agency and the applicant will be given the opportunity to present evidence and may question any witnesses. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- Informal hearings will be conducted by a professional arbitrator designated and compensated by this agency. At their own expense, participants may be represented by a lawyer or other representative. The person who conducts the hearing will regulate the conduct of the hearing in accordance with this agency's hearing procedures. This agency and the participant will be given the opportunity to present evidence and may question any witnesses. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Granting of Informal Reviews, Hearings, and Meetings

- Applicants wishing to participate in the Section 8 Program will be given an opportunity for an informal review to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) Determination of a family's gross income for purposes of qualifying that family for placement on the waiting list.
 - b) Determination of a family's placement on the waiting list and bedroom size.
 - c) Determination to disqualify or remove a family from the waiting list for any reason.
- Applicants wishing to participate in the Section 8 Program will be given an opportunity for an informal meeting to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) A determination of denial of a federal preference related to eviction as a result of a drug-related crime. A determination of denial of a federal preference that cannot be verified.
 - b) Applicants wishing to participate in Section 8 Program will be given an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the case of ineligible non-citizens that have failed INS primary and secondary verification procedures.

- Participants in the Section 8 Program will be given an opportunity to make decisions relating to the individual circumstances of the family ; and this agency's rules, in the following cases:



- A determination of the amount of the Total Tenant Payment or Tenant Rent (not including determination of this agency's schedule of Utility Allowances for Families in this agency's Section 8 program).
- A decision to deny or terminate assistance on behalf of the participant.
- A determination that a participant family has a Voucher for a larger number of bedrooms than appropriate under this agency's standards, and this agency's determination to deny the family's request for an exception from the standards.
- In the case of an assisted family that wants to move to another dwelling unit with continued participation in this agency's program, a determination of the number of bedrooms entered on the Certificate or Voucher under the standards established by this agency.

Denial of Informal Reviews, Hearings, and Meetings

- An opportunity for an informal review will not be offered in the following cases:
 - To review discretionary administrative determinations by this agency, or to consider general policy issues or class grievances.
 - To review the selection and offering assistance to a family from the waiting list.
 - To review this agency's determination that a unit does not comply with this agency's housing quality standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing, including all services, maintenance and utilities required under the lease, or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.
 - To review a decision by this agency to exercise any remedy against the Owner under an outstanding Contract, including tile termination of housing assistance payment to the owner.
 - To review this agency's decision not to approve a family's request for an extension of the term of the certificate or voucher issued to an assisted family that wants to move to another dwelling unit with continued participation in this agency's Section 8 program.

Final Decision in Informal Reviews, Hearings, and Meetings

- The person who conducts the informal review, meeting, or hearing will issue a written decision, briefly stating the reasons for the decision. Factual determinations relating to the individual circumstances of the applicant or participant shall be based on the evidence presented at the review, meeting, or hearing.
- A copy of the decision will be furnished to the participant, this agency will not be bound by an informal review, meeting, or hearing decision concerning a matter not requiring an opportunity for an informal review, meeting, or hearing, or contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- If this agency determines that it is not bound by a decision, this Agency shall promptly notify the participant of the determination. and of the reasons for the determination.

Special Policies Concerning Special Housing Types in the Program

- This Agency has adopted no special policies concerning special housing, types in the program since no special housing types are in its program.

Policies Concerning Payments by a Family to our Agency of Amounts the Family Owes our Agency

- Families owing this agency any amounts for any reason such as unreported income will be required to repay and sign an agreement to periodic (monthly) or in full repayment. Families must satisfy the full amount owed before being allowed to move to a new unit or submit a new Request for Lease Approval in this agency's



- Families not meeting the agreed too periodic repayments for any period in excess of thirty days will have their assistance terminated and be prohibited from participating in this agency's program until full reimbursement has been made.
- Families owing this agency any amounts for any reason will not be able to use Portability to port out to any other agency until all unpaid amounts have been satisfied.
- Families repaying this agency must make payments to CDA\Section 8 fiscal officer by or before the first of each month prior to release of HAP payments.
- Repayment periods may not exceed 12 months.

Policies Concerning Termination of Assistance without a Review or Hearing Required

- This Agency may deny or terminate assistance, at its discretion and at any time, if any participant or member of the family engages in any illegal activity in violation of, 24 Code of Federal Regulations Part 982, State, Local or municipal laws.

Policies Concerning Assistance to Non-citizens

- Section 214 of the Housing and Community Development Act of 1980, as amended, generally prohibits HUD from providing housing assistance to aliens unless they meet certain residency qualifications.

Eligibility of Non-citizens

To be eligible for housing assistance, non-citizens must fall into one of the following categories:

- a) Lawfully admitted for permanent residence;
- b) Lawfully admitted for temporary resident status as special agricultural workers;
- c) Granted refugee or asylum status or granted conditional entry because of persecution or fear of persecution on account of race, religion or political opinion, or because of being uprooted by national calamity;
- d) Granted parole status by the Attorney General;
- e) Lawfully present because the Attorney General withheld deportation because of a threat to life or freedom;
- f) Granted amnesty for temporary or permanent residence.

Policies Concerning Minimum Rent

- The Minimum Rent Policy pertains to families with no income. The minimum tenant's share of rent for all participants in this Agency's rental assistance program is \$50.00 per month. Exceptions for the minimum payment of rent may be made due to extenuating circumstances at the discretion of the Agency.

Minimum Rent Hardship Exceptions

- Lost eligibility / awaiting determination for Federal, State or Local Assistance Programs except TANF payments due to failure of participants to fulfill public assistance requirement and would be evicted as a result of requirement.
- Loss of employment due to circumstances beyond participants control (laid-off).

Portability

- Program rules allow a family to gain admission to the voucher program in one area and then use that assistance to lease a unit in another area.

- An assisted family may lease a unit anywhere in the jurisdiction (the initial PHA). Also, the family generally may use the voucher PHA, in the same metropolitan statistical area (MSA) as the initial PHA but in a different state, in an (MSA) adjacent to the (MSA) of the initial PHA but in a different state, or in the jurisdiction of a PHA anywhere in the country that is administering a tenant-based program. However, if neither the head of household nor spouse resided in the jurisdiction of the initial PHA when applying for assistance, the family has no right to lease a unit outside of the initial PHA's jurisdiction for twelve months, though it may go outside of the jurisdiction with the approval of the initial PHA and the PHA in the area to which the family is moving (the receiving PHA).
- The family must meet the income requirements for the area in which it initially leases a unit. If the family moves to another area and transfers between the certificate and voucher programs, it must be income-eligible for the new program in the area where it leases an assisted unit. No re-determination of income eligibility is required after a move if the family remains in the same program.

Portability Procedures

- The portability procedures for the tenant-based assistance program provide for a sharing of responsibilities between the initial and receiving PHA. The initial PHA will be responsible for determining whether the family is income-eligible for the area where the family wants to lease a unit. The initial PHA must tell the family how to contact and request assistance from the receiving PHA, and the initial PHA must notify the receiving PHA to expect the family.

Tenant's Right to Move

- An assisted family may move to a new unit if the family is in good standing with this Agency (not owing any monies to landlord or Agency), the assisted lease for the old unit has terminated; the owner has given the tenant a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family; or the family has given notice of termination of the lease.
- A family may move one or more times with continued assistance, either within the jurisdiction of the initial PHA or to the jurisdiction of another PHA. A PHA may establish policies that prohibit any move during the first year of assisted tenancy or more than one move by a family during any one-year period. These policies may apply both to moves within the PHA's jurisdiction and to moves outside of that jurisdiction.

Administration by Initial PHA

- The initial PHA must administer assistance for a moving family if the unit to be leased is located within the same state, the same PHA, or an adjacent PHA and no other PHA with a tenant-based assistance program has jurisdiction over the area. To allow the initial PHA to continue to administer the assistance in areas outside of its jurisdiction, federal law and regulations on portability preempt any jurisdictional limits under state and local law. The initial PHA may use another PHA, a private management entity, or another contractor or agent to help administer assistance outside of its jurisdiction.

Administration by Receiving PHA

- When a family moves outside of the jurisdiction of the initial PHA, the receiving PHA must issue a certificate or voucher to the family if it operates a tenant-based assistance program. If there is more than one such PHA with jurisdiction in the area to which the family is moving, the initial PHA may choose the receiving PHA.
- The receiving PHA generally has the option of issuing the family either a certificate or voucher. However, if the family initially received a certificate or voucher and is ineligible for admission to the other program in the receiving area, the receiving PHA must continue assistance under the same program if it is administering such a program.
- The receiving PHA must determine the appropriate family unit size for the incoming family. The term of the certificate or voucher issued to the family may not expire before the expiration date of any voucher or certificate issued by the initial PHA, and the receiving PHA will determine whether to extend the term. The family must submit a request for lease approval to the receiving PHA during the term of the certificate or voucher issued by that PHA.
- The receiving PHA will perform all program administrative functions, such as reexaminations of income and

family composition. Either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance.



RESOLUTION 6E



Billing

- The receiving PHA may absorb the incoming family into its tenant-based assistance program, using funds under its consolidated ACC. or it may bill the initial PHA for housing assistance payments and administrative fees. HUD may transfer funding for the incoming family to the receiving PHA from the initial PHA's ACC., provide additional funding to the initial or receiving PHA, or require the receiving PHA to absorb the incoming family.

Reasonable Rent

- This Agency has adopted a policy that a rent reasonable document will be included in the tenant file for each subsidized unit. The form will document the gross and comparable rents for that unit. Owners requesting increases at recertification must meet all Housing Quality Standards for contract renewal.
- Owners requesting increases over the Payment Standard must provide tenants with amenities that take into consideration the location, size, type, quality, and age of the unit as well as other services, maintenance and utilities provided by the owner.
- This Agency will maintain a rent log taken from local newspapers on a quarterly basis showing the rents requested by local realty agents and private rental units advertised for rent.
- Landlords are requested to note comparable rents they would have in multi-family units.
- Owners with one unit can be compared to local listing for similar units found in local advertisements for rent.

Housing Quality Standards

- This Agency will inspect all new units before any contracts will be issued.
- All section 8 units will be inspected at least once each year before the annual recertification date, units may also be inspected for special and supervisory purposes.
- All units must pass a general health and safety review as outlined in our HUD or Happy Software inspection booklets.
- Failed inspections will lead to HAP abatement until all necessary repairs are made.
- Landlords with a history of failing units and non-responsive attention can be barred from future program participation.
- Tenants in failing units with non-responsive landlords will be required to relocate to suitable units that will pass inspection.
- Non-responsive landlords will not receive abated HAP payments if tenants are forced to move due to failing status of unit.

Homeownership option

- This Agency does not offer homeownership option. All families interested in this program are referred to Nassau County consistent with Consolidated Plan as required by HUD as a Reasonable Accommodation for Disabled participants currently receiving assistance.
- Homeownership assistance may be used to purchase existing housing, not to purchase a unit under construction or a unit with a Section 8 project-based subsidy.
- Homeownership assistance may be used to purchase any Public Housing conversions, offering private ownership to eligible low-income families. There is a mandatory employment provision for interested families.

- Section 8 Program participants will also be eligible for rental assistance at any Public Housing conversions to private ownership.

Policies Concerning Upfront Income Verification (UIV) (EIV) (TASS) / System PHA Security Procedures

- The City of Glen Cove has incorporated the (EIV) security procedures version 1.2 January 2005.

This Agency will safeguard (EIV) system data:



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- Program staff with access to (EIV) system have user ID and Password.
- The user ID identifies the PHA and tenant information that the user is authorized to access.
- Passwords are encrypted, and the password file is protected from unauthorized access.
- Program staff will shield or bar unauthorized persons from viewing documents containing private data.
- This Agency has locked outer office doors and locked metal file cabinets, and secure computer and equipment areas.
- There is restricted use of printers, copy machines and facsimile machines, etc.
- This Agency will determine who shall have access to (EIV) system data and maintain a record of all users who have approved access, including the date the access was granted and the date access was terminated.
- All (EIV) data will be shredded as soon as it has served its purpose.
- Reviews will be conducted periodically to determine if users still have a valid need to access the (EIV) data.
- All access rights are modified or revoked as appropriate.
- This Agency will maintain a key control log to track the inventory of keys available for secure buildings and file cabinets, the number of keys issued and to whom the keys are issued.
- This Agency uses (EIV) tools to obtain all household income for program participants.
- This Agency will use (EIV) data and other third party means to establish income. Any discrepancy will be investigated to verify income.
- This Agency will make all determinations as to (EIV) system data, tenant supplied documentation and third-party verifications to establish household income.
- This Agency will require all unreported income to be repaid in full or through additional TTP increase over a specified period of time to repay the debt.
- This Agency will require all program participants to sign a repayment agreement; failure to repay or agree to sign a repayment agreement will result in termination and/or criminal charges relating to fraud.
- This Agency will safeguard all tenant data from casual view or interception, any staff members who fail to protect documents or access to computer screens will be given written warning to be placed in their personnel file, a second instance could lead to further disciplinary action including suspension or termination of employment with this Agency.
- This Agency will address any breach of security that results in criminal use of EIV data by contacting the Nassau County District Attorney's Office or HUD inspector General Office for prosecution.

Policies Concerning Assistance to Disaster-Affected Families for Voucher Programs

- This Agency may use existing vouchers to assist either displaced public housing or voucher participants affected by federally declared disasters.



- The families of federally declared disasters who are Section 8 tenants in another jurisdiction will receive preference over the other waiting list place holders.
- New applicants to public housing and voucher programs must meet the Federally declared disaster preference and be income eligible.
- This Agency will not issue vouchers above our existing voucher resources or allocation.

Policies Concerning Tenant Responsibility

- Families are responsible to find suitable housing that is appropriate to their voucher size whenever possible. Any fees associated in securing this housing is the tenant's responsibility and is not reimbursable.
- Families must comply with terms and conditions of the Tenancy Addendum for Section 8 tenant Based Assistance as well as specific term of your lease with your landlord if applicable.
- Tenant portion of rent is due the first of each month not to exceed the first week of each month.
- Report any requests for "side payments to this office immediately any side agreements may be viewed by this Agency as fraud by all parties involved.
- Report all deficiencies or problems associated with housing unit to landlord in writing with a copy to this Agency.
- All utilities must be in tenants name unless the owner has a service contract for oil that requires the owner to maintain the bill in the owner's name; a receipt from the owner to the tenant will be acceptable. Water bills also may be in owner's name to keep from having liens placed on the property a receipt from the owner to tenant for paid water bills is acceptable.
- Families must cooperate with the recertification process, failure to report all household income, including child support, disability or unemployment, may result in loss of your housing subsidy or repayment to this Agency of 30% of all unreported gross income.
- This Agency requires complete copies of all tax returns filed by any members of your household.
- Please note that persons claimed on your returns must be authorized members of your household. Exceptions as noted in the tax codes, no exceptions for individuals receiving federal subsidy in other subsidized households.
- Criminal background checks are required for all persons 18 years of age or older that are added to the household or who have been arrested in the household during the annual recertification period. These fees are reimbursable.
- Families are required to permit scheduled inspections of the entire dwelling unit.
- Families receiving housing subsidy cannot offer housing to anyone not on their authorized household. No unauthorized individuals may reside in your unit, any visits of more 30 days are considered to be a violation of the Tenancy Addendum and could result in termination proceedings.
- Illegal drug or criminal activity is strictly prohibited and will result in termination of your assistance. Please note that the head of household will be held responsible for any criminal activity by any household member or guest. The head of household is held responsible to be aware of any criminal activity in the subsidized unit.
- Provide your landlord with at least a 30-day written notice of your desire to move with a copy to the Section 8 office.
- This Agency will not issue a new HAP contract on your behalf unless you have paid all sums TTP due your landlord.

Policies Concerning the Process for Establishing and Revising Payment Standards



- This Agency uses a Payment Standard that is equal to 100 per
- This Agency reserves the right to increase the Payment Standard to 110 percent of Fair Market Rent. The use of the higher Payment Standard is based on Rent Reasonableness and/or other special amenities such as location, size, type, quality or distinctions such as single-family homes, handicap access, etc.
- Any increase in the Payment Standard above 110 percent can only be obtained from the HUD Regional Office.
- Families seeking Payment Standards above 110 percent must fulfill the requirements as set forth by HUD Regional Office.
- This Agency will determine the size of the unit to which a family is eligible.
- The Fair Market Rent and the Payment Standard are adjusted by the number of bedrooms in the unit, with higher payments allowed for each additional bedroom. The family has the option to pay additional rent above the amount of the Payment Standard up to 40 percent of gross family income at initial lease-up, with the approval of this Housing Agency.
- This Agency has the authority to refuse to allow a tenant to rent a unit if the rent is considered too high even though the tenant is willing to paying the excess rent.
- Families are prohibited from entering into any agreements with landlords to pay additional money for rent (side payments) not approved by this Agency as a part of the housing contract. Collusion to defraud could result in termination and/or criminal charges to all parties involved.

Process for Recertification

- Recertification notices are sent out 90 days prior to annual renewal date.
- Families are required each year to recertify with this Agency and to submit all documentation requested in order to comply with HUD regulations.
- Current is defined as what is actual income or loss at present, the time frame of documents should be within 6 months of date of action, or within calendar year for things that do not change.
- Documentation of all current income sources in your household, three (3) current consecutive pay stubs.
- Families must provide documentation of all child support payments, petitions, or letters of arrears.
- Families must provide copies of tax returns each year. Families must file tax returns if required by law.
- Families must provide copies of all utility bills which they pay. They are required to be in the name of the head of household to receive a utility allowance except as noted to oil and water, under certain circumstances, where receipts are accepted due to issues of service contracts and property liens.
- Families must provide proof of college enrollment, if applicable to any member of your household. Income from full time students is not counted as household income. Income from household members in the military is also excluded.
- Families may provide statements covering 50 weeks of childcare cost maximum of \$5000 for each child up to the age 13 if parents are working or in school.
- All household members over eighteen (18) years of age must show documentation as their status as a student or all income if working, if not working must document all attempts to work and or any medical reasons why they are unable to work. Parents may make periodic declarative statements as to the inability of their child to find employment and what methods are being used to find employment.

- Heads of households who are elderly or disabled may submit which they are not reimbursed.



- This Agency will verify all income using third party verification, EIV, The Work Number and other data bases.

Policies Concerning Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA)

- This Agency would give anyone on our waiting list a first priority for voucher issuance that has been determined to be a victim of domestic violence. As a member of the Nassau County Consortium with Consolidated Plans, any inquiries from outside our waiting list would be referred to Nassau County.
- This Agency has worked with Nassau County and New York City Housing Agencies in finding available housing units and absorbing domestic violence victims into our program.
- This Agency is also a member of the Inter Agency Council of Glen Cove, whose primary mission is to provide mutual support among community agencies to direct families and individuals to services such as the Emergency Hot Line for
- Domestic violence.

Procedures Concerning Limited English Proficient (LEP) Requirements

- The City Council adopted a Title VI Plan for the City of Glen Cove on June 26, 2018 that included a four-factor LEP analysis as follows that is followed by the Section 8 Housing Choice Voucher Program for its LEP constituents.
- The HCV Program staff analyze annually via a four-prong process:
 - a) The number or proportion of people with limited English proficiency in the service area who may be served by the City of Glen Cove.
 - b) The frequency with which people with limited English proficiency come in contact with City of Glen Cove services.
 - c) The nature and importance of services provided by the City of Glen Cove to the LEP population.
 - d) The interpretation services available to the City of Glen Cove and overall cost to provide LEP assistance.

It should be noted that since the adoption of the LEP Plan, in addition to on-site translation services by bilingual staff, the Agency has added a Google Translate icon on its website to translate documents posted on-line into a multitude of languages as well as purchased a translating device that allows staff conversation to be translated into a multitude of languages and vice versa if a non-English speaking constituent is in need of translation/communication services not readily available in-house.

The GCCDA HCV Program Takes “Affirmative Measures” to Ensure Equal Opportunity and Affirmatively Further Fair Housing

Glen Cove Housing Choice Voucher Program takes the following affirmative measures to ensure equal opportunity and affirmatively further fair housing:

When a participant or applicant reports that they have been discriminated against by a landlord or a real-estate agent, The Agency will follow any one or more of the following procedures:

- Inform them to fill out the HUD Form 903 Online Complaint. (see attached) Visit on-line form: https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint
- Refer them to report the incident to Nassau County Division of human rights or to the Long Island Housing Services. (See attached) Visit on line: <https://www.nassaucountyny.gov/414/Human-Rights-Commission>
- Handout a Fair Housing Rights Guide for Long Island pamphlet (supplied by Long Island Housing Services, Inc. (See attached)
- Refer them to Nassau, Suffolk Law Services. (See attached) Visit on line: <https://www.nslawservices.org/>
- Agency will contact landlords and rental agents on behalf of tenant complaints to get an understanding of complaint and remedy. This could include the banning of landlord participation and or filing complaint to HUD inspector general.
- HUD Fair Housing Resources that can be found in further detail on the following website: <https://www.hud.gov/fairhousing>
- City of Glen Cove Fair Housing Policy and Procedure to file a grievance that can be found in further detail on the City's website as follows: <https://glencoveny.gov/ordinances-resolutions/>



Glen Cove CDA Housing Choice Voucher Program

City of Glen Cove Community Development Agency

Language Assessment

Four-Factor Analysis

In order to determine the estimated needs of Limited English Proficient (LEP) persons in the jurisdiction of the City of Glen Cove, the Glen Cove CDA Housing Choice Voucher Program conducted the following analysis:

Factor 1 – Number or proportion of LEP persons served or encountered in the eligible service area

The Glen Cove CDA Housing Choice Voucher Program obtained information from the U.S. Census Bureau's Quick Facts: Census.gov: Glen Cove NY website as recommended by HUD in order to gather data about the jurisdiction's overall population, as well as the population of LEP persons within the jurisdiction and the primary languages spoken. This data indicated the following:

Total population 5 years and over	27,166
Total LEP population 5 years and over	43.7%
Spanish speaking LEP population 5 years and over	25.8%
Relevant Asian languages and Pacific Islander language speaking LEP population 5 years and over	5.3%
Other Indo-European language speaking LEP population 5 years and over	12.6%
Other language speaking LEP population 5 years and over	0.9%

The above data demonstrates that more than two-thirds of the jurisdiction's LEP population is Spanish speaking, and that the only other language is other relevant Asian languages and Pacific Islander language speaking LEP that meets the 5%- or 1,000-person threshold for requiring written translation of vital documents. While both the Indo-European and relevant Asian languages and Pacific Islander language speaking LEP population is close to or exceeds the threshold, the Glen Cove CDA Housing Choice Voucher Program has conducted further research using the American Community Survey Estimates for 2019 (from the US Census Bureau), and found the following data:



- **11.3% or 2,915 Spanish speakers speak English “less than very well”**
- **2.6% or 659 speakers of “Indo-European languages” speak English “less than very well”**
- **1.4% or 365 speakers of Relevant Asian languages and Pacific Islander languages” speak English “less than very well”**
- **.3% or 87 speakers of “Other languages” speak English “less than very well”**

The above represents the number of speakers in each category that would not be able to understand English. Someone may speak another language but are still able to speak and understand English which is why the above data has been added to further describe the understanding of English as “less than very well.” Using the above (more detailed) statistics, Spanish is the only language that would meet the threshold for requiring translation of vital documents.

The Glen Cove CDA Housing Choice Voucher Program also completed an informal, in-office survey to determine how many LEP persons visited or called the office, and what was their primary language, over a one-month period. This informal survey revealed that while there was significant number of Spanish-speaking LEP persons contacting the Glen Cove CDA Housing Choice Voucher Program, there were no LEP persons who spoke languages other than Spanish and Italian.

In addition, the Glen Cove CDA Housing Choice Voucher Program is part of the City of Glen Cove, which has conducted Customer Service survey in the last four years. The surveys were available in the City Clerk’s office for anyone to complete. The City of Glen Cove did not receive any comments indicating a lack of availability of LEP assistance.

Fact 2 – Frequency of contact with the program

Through past experiences, the Glen Cove CDA Housing Choice Voucher Program determine that on average, there are 2-3 Spanish speaking LEP persons contacting the Glen Cove CDA Housing Choice Voucher Program on a daily basis for information or assistance. Because of this, the Glen Cove CDA Housing Choice Voucher Program is committed to maintaining bilingual staff serving in both reception and case management. The Glen Cove CDA Housing Choice Voucher Program bilingual management staff in order to resolve higher level concern of Spanish speaking LEP persons.

Contacts with LEP persons who speak other languages are infrequent.

Fact 3 – Importance of service, information, program, or activity

The services provided by the Glen Cove CDA Housing Choice Voucher Program are important as they relate to a client’s needed for or continued provision of affordable housing.



Factor 4 - Costs versus resources and benefits

Because the Glen Cove CDA Housing Choice Voucher Program has Spanish speaking staff, it is cost effective for the Glen Cove CDA Housing Choice Voucher Program to provide Spanish language translation of all vital documents and many others that while not vital, may be beneficial to a client.

The Glen Cove CDA Housing Choice Voucher Program will utilize any documents provided by HUD in languages other than English.

The Glen Cove CDA Housing Choice Voucher Program will seek to retain the services of a professional interpretation service to provide oral interpretation in languages other than Spanish as needed.

Glen Cove CDA Housing Choice Voucher Program

City of Glen Cove Community Development Agency

Language Assistance Plan

- **Introduction**

The Glen Cove CDA Housing Choice Voucher Program is committed to providing equal opportunity housing in a non-discriminatory manner, and in complying fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. This includes complying with Title IV of the Civil Rights Act of 1964 to ensure meaningful access to programs and activities by Limited English Proficient (LEP) persons.

The purpose of this Language Assistance Plan (LAP) is to identify how the Glen Cove CDA Housing Choice Voucher Program will ensure its methods of administration will not have the effect of subjecting LEP persons to discrimination because of their national origin, and to ensure LEP persons have full access to all program services.

- **Who is LEP?**

For the purposes of this LAP, anyone whose primary language is not English, and has a limited ability to read, write, speak, or understand English may be LEP.



The Glen Cove CDA Housing Choice Voucher Program will not identify anyone as LEP; the beneficiaries of the services and activities must identify themselves as LEP (Federal Register Vol. 72, No. 13, January 22, 2007).

- **Identification of Languages Needs Within the Jurisdiction**

It was determined through review of the U.S. Census Bureau for the City of Glen Cove, as recommended by the U.S. Department of Housing and Urban Development (HUD), that Spanish was the only language to meet the 4 factor analysis criteria (1 – Number or proportion of LEP persons served or encountered in the eligible service area; 2 – Frequency of contact with the program; 3 – Importance of service, information, program or activity; 4 - Costs versus resources and benefits) requiring translation of vital documents, this was supported by the volume of encounters with LEP persons where virtually all were Spanish speaking. According to Census data, there are 25.8% Spanish-speaking persons over the age of five years in Glen Cove who speaks English less than very well. Guidance provided by HUD states that written translations of vital documents should be provided for each eligible LEP language group constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be serviced or likely to be affected or encountered. The Glen Cove CDA Housing Choice Voucher Program has determined that because there are more than 1,000 Spanish-speakers in Glen Cove who speak English less than very well, the Glen Cove CDA Housing Choice Voucher Program will translate vital documents into Spanish.

The next largest LEP populations were persons who speak Italian languages and identified themselves as speaking English “less than well”. This is a population of 2.6% Other Indo-European Languages, which is less than 5% of the population of 27,166 of people over the age of five years, and less than 1,000 people. In addition, this number is a combination of many different languages, which signifies that when each individual language is separated from this group, the percentage of LEP persons in this language group is even less than 5%. The Glen Cove CDA Housing Choice Voucher Program has determined that because there is less than 5% or 1,000 people in other Relevant Asian languages or Pacific Islanders languages, it will not translate vital documents into these languages. However, the Glen Cove CDA Housing Choice Voucher Program will provide oral interpretation as needed to LEP persons requesting such services.

Other language groups in Glen Cove had few LEP persons and therefore did not meet the threshold to require written translation of vital documents into those languages. The Glen Cove CDA Housing Choice Voucher Program will provide oral interpretation as needed to LEP persons requesting such services.



- **Written Translation**

As stated above in Section III, the Glen Cove CDA Housing Choice Voucher Program has determined that because there are more than 1,000 Spanish-speakers in Glen Cove who speak English less than very well, the Glen Cove CDA Housing Choice Voucher Program will translate vital documents into Spanish. As of the date of the creation of this LAP, Spanish is the only language into which vital documents will be translated. This is subject to change upon review of the LAP as discussed below.

A. Vital Documents

HUD has defined “vital documents” to be those documents that are critical for ensuring meaningful access or awareness of rights or services, by beneficiaries or potential beneficiaries generally and LEP persons specifically. In general, the Glen Cove CDA Housing Choice Voucher Program will attempt to translate all letters sent to program applicants and participants to Spanish. However, the following is a list of documents the Glen Cove CDA Housing Choice Voucher Program has determined to be vital and has committed to translating into or providing HUD-approved version in Spanish:

Already Translated or Have Translations Provided by HUD

Housing Choice Voucher, including Family Obligations
Letter of Informal Hearing
Informal Hearing Procedures
Informal Hearing Result
Instructions on Moving After Receiving/Giving Notice to Move
Notification of Pro-ration of Assistance Based on Non-Eligible Household Members
Repayment Agreement
Denial of Unit
Notification of Social Security Number Discrepancy
Proposal of Termination of Program Participation
Letter Confirming Voluntary Termination
Brochure Explaining Rights Under the Americans with Disability Act
Brochure Explaining Family Self-Sufficiency Program
Brochure Explaining Housing Choice Voucher Home Ownership Program
Family Obligations Checklist
Authorization to Release Information with Privacy Act Statement
Brochure Regarding Housing Discrimination
Family Self-Sufficiency Contract
Request for Tenancy Approval

To Be Translated

Brochure Explaining Waiting List



- **Oral interpretation**

The Glen Cove CDA Housing Choice Voucher Program will make every effort to provide oral interpretation for all its clients who have identified themselves as LEP and request services.

A. Bilingual Staff. City of Glen Cove Public Works employee who is a native Spanish speaker and Building Dept. employee who is a native Italian speaker. Glen Cove CDA Housing Choice Voucher program employee who is a native Italian speaker. These employees all work during normal business hours in the same building.

The Glen Cove CDA Housing Choice Voucher Program employs bilingual, Spanish-speaking staff in several positions, including program management, to ensure there are sufficient personnel available to assist Spanish-speaking LEP persons when needed. Currently the Glen Cove CDA Housing Choice Voucher Program has a full-time Spanish-speaking staff. In addition, as part of the City of Glen Cove, the Glen Cove CDA Housing Choice Voucher Program has access to other bilingual City employees, including Spanish-speaking staff, as well as staff who speak Italian.

The Glen Cove CDA Housing Choice Voucher Program staff, as well as other City of Glen Cove bilingual employees, must take and pass a competency test in the other language in order to be designated as a bilingual person. This test includes being required to answer questions in the other languages as in an interview setting, serve as an interpreter in a role-play scenario and to translate written documents from English to the foreign language and from the foreign language to English. The current Program Administrator for the Glen Cove CDA Housing Choice Voucher Program will receive training on professional interpretation.

A. Interpretation Services-Glen Cove Housing Choice Voucher Program has a long-standing relationship with La Fuerza Unida (a non-profit organization who acts to improve the social, economic, and cultural condition of the Hispanic-Americans in the City of Glen Cove. This organization is very well capable to translate the English language to Spanish and vice versa when requested of them. They are available during normal business hours or by appointment.

When there is not a Glen Cove City staff person who speaks the LEP person's primary language, the Glen Cove CDA Housing Choice Voucher Program will seek interpretation through a professional interpreter service.

In the event that the LEP person's primary language is not widely spoken and the Glen Cove CDA Housing Choice Voucher Program is unable to locate a suitable interpreter through a professional interpreter service, the Glen Cove CDA Housing Choice Voucher Program may resort to other methods such as seeking community volunteers. As a last resort in case where the Glen Cove CDA Housing Choice Voucher Program is unable to find an acceptable interpreter within a time frame to effectively assist the client, the Glen Cove CDA Housing Choice Voucher



Program may use an online translation website such as Google Translate in order to communicate via a designated in-office computer. The Glen Cove Housing Choice Voucher Program may also use a translation device (pocket-talk) which is capable of translating numerous languages including Spanish.

B. Informal Interpreters

The Glen Cove CDA Housing Choice Voucher Program will generally discourage the use of family members or other informal interpreters, will allow the use of an interpreter of the LEP person's choosing (including family members or a professional interpreter at the LEP person's own expense) when the LEP person rejects the Glen Cove CDA Housing Choice Voucher Program free language assistance services. The Glen Cove CDA Housing Choice Voucher Program will document the offer and the LEP person's subsequent rejection.

- **Outreach**

1. **La Fuerza Unida** (*a non-profit organization who acts to improve the social, economic, and cultural condition of the Hispanic-Americans in the City of Glen Cove*).
2. **Glen Cove Senior Center** (is dedicated to enriching the lives of senior citizens in the City of Glen Cove)
3. **Inter-Agency council** (represents local service organizations and religious institutions)
4. **EOC – Economic opportunity council**
5. **AHLIA-Association of Long Island Housing Authorities**

The Glen Cove CDA Housing Choice Voucher Program will conduct outreach in a method that is inclusive of LEP persons identified through its bi-annual analysis. All Public Notices and marketing advertisements, such as notification of the availability of waiting list applications, shall be published in Spanish as well as English, and the Glen Cove CDA Housing Choice Voucher Program will publish these in local Spanish media. The Glen Cove CDA Housing Choice Voucher Program may also participate in community-sponsored events, where they may make presentations through community organizations to target LEP persons and ensure they are aware of the availability of LEP assistance.

For clients, reception service is provided in Spanish, flyers and other communications posted in the lobby are translated into Spanish, and interviews and program briefings are conducted in Spanish. Brochures, advertising and other available programs within the organization are also available in Spanish.

For clients who are LEP but are not Spanish-speaking, the Glen Cove CDA Housing Choice Voucher Program Receptionist has a document created by the US Census Bureau translated into 38 different languages to use as a tool to identify the client's primary language. The Glen Cove CDA Housing Choice Voucher Program will also seek translation of a notice announcing the



availability of primary language assistance into as many languages as possible to be posted in the lobby. Until this is achieved, the Glen Cove CDA Housing Choice Voucher Program will post the notice in English.

- **Staff Training**

The Glen Cove CDA Housing Choice Voucher Program will provide a copy of this LAP to all existing staff. The Glen Cove CDA Housing Choice Voucher Program will also provide training as to its contents and what is required of them under its policies through a PowerPoint presentation and oral instructions. This training shall include the types of services available to clients and how to access them. New employee will receive this LAP and the same training as part of their orientation.

- **Monitoring and Updating of This LAP**

The Glen Cove CDA Housing Choice Voucher Program will review/revise this LAP on an as needed basis, but no less than every two years to ensure the populations of the various language groups within the jurisdiction and their needs are reflected in the provision of primary-language services. At that point, the Plan will be reviewed to determine if the existing LEP services are sufficient to meet the needs of LEP clients.

Events that will be considered indicators of the need for a review of the LAP and will also be utilized to identify the need for LEP assistance in other languages include but not limited to LEP populations within the jurisdiction encountered or affected; frequency of encounters with LEP population; and continued availability of existing resources and the addition of new resources.

5/21/2021 ac-fm



RESOLUTION 6E



U.S. Department of Housing and Urban Development
Newark Field Office – Region II
One Newark Center
Newark, NJ 07102-5260
Telephone: (973) 622-7900

May 26, 2021

Fred Moore, Program Administrator
City of Glen Cove
Community Development Agency
9 Glen Street
Glen Cove, NY 11542

Dear Mr. Moore:

Subject: Status of Public Housing Agency Plan (PHAP)
City of Glen Cove Community Development Agency (CDA)
Public Housing Agency Plan Civil Rights Review

The Region II Office of Fair Housing and Equal Opportunity (FHEO), U.S. Department of Housing and Urban Development (HUD) conducted a Front-End Review of the City of Glen Cove CDA (the PHA or Recipient) FY2020 Public Housing Agency Plan (PHAP) Five-Year and Annual Plan submission. The purpose of the Civil Rights Review is to determine if the Recipient is in compliance with 24 CFR §§1.4, 8.4, 903.2(d)(2), 903.7, 903.11, 903.15, and 906.206.

Based on the review of the additional documents and information submitted in response to the PHAP Plan Review by FHEO, it has been determined that the four (4) Recommendations were appropriately addressed and are therefore being closed.

The Recommendations were addressed as follows:

1. Limited English Proficiency

Based on data found on Census.gov, Hispanics comprise over 25% and Asians comprise 5% of the population in the City of Glen Cove, both exceeding or meeting the 1,000 or 5% minimum threshold for LEP requirements under Executive Order 13166. As a result, the Recipient was required to conduct the Four Factor Analysis and develop a Language Assistance Plan (LAP) to ensure that LEP persons have meaningful access to the Recipient's Housing Choice Voucher (HCV) program. FHEO staff provided technical assistance and guidance to help the PHA conduct the Four Factor Analysis and develop an LEP/LAP. FHEO has reviewed the Recipient's LEP/LAP and, as such, it is approved. The Recommendation has been addressed and is closed.

2. Housing Choice Voucher Program

The Recipient was required to submit the following information related to its Housing Choice Voucher (HCV) Program:

- a. Demographic data for applicants and program beneficiaries.
- b. The racial characteristics of low- and very-low income families in the jurisdiction in which the PHA is located.
- c. How the PHA addresses the housing needs of its HCV program applicants.
- d. Information regarding the need for affordable housing in the jurisdiction

FHEO has reviewed the following additional documents submitted by the PHA: Household Composition Report (includes demographic data of residents), Family Composition Report (includes demographic data of individuals on the waiting list), Attachment 3 (Racial characteristics of low and very low-income families in the jurisdiction), Attachment 4 (describes how the PHA addresses the housing needs of its program participants and describes the need for affordable housing in the jurisdiction). The Recommendation has been addressed and is closed.

3. Local Residency Preference

A review of the 2019 ACS 5-Year Estimates Census Data reveals that the City of Glen Cove has a population of 27,232 comprised of 54.7% White, 8% Black, 5.3% Asian, and 25.8% Hispanic individuals.

Nassau County has a population of 1,356,509 residents comprised of 60% White, 11.1% Black, 9.6% Asian, and 16.9% Hispanic individuals.

FHEO noted by using only the City of Glen Cove as the area for the residency preference, the PHA cannot achieve a diverse pool of applicants or program recipients, and that a local residency preference for current residents of the City could also have a disparate impact on income qualified minorities who live in Nassau County. As a result of FHEO's guidance, the Recipient expanded its Residency preference to include Nassau County. The Recommendation has been addressed and is closed.

4. Affirmatively Furthering Fair Housing

The Recipient was asked to provide additional information and details on what affirmative measures it takes to ensure equal opportunity and affirmatively further fair housing. The Recipient indicated that it takes the following affirmative measures:

When an HCV participant or applicant reports that they have been discriminated against by a landlord or real-estate agent, the PHA will follow any one or more of the following procedures:

- Inform aggrieved person to fill out the HUD Form 903 Online Complaint
- Refer them to report the incident to Nassau County Division of Human Rights or to the Long Island Housing Services



RESOLUTION 6E



- Provide copy of the Fair Housing Rights Guide for Long Island pamphlet
- Refer them to Nassau, Suffolk Law Services
- Contact landlords and rental agents on behalf of the tenant/complainant to get an understanding of complaint and remedy. This could include banning the landlord from HCV participation and/or filing a complaint with HUD's Inspector General.

While the Recommendation has been addressed and is being closed, the Recipient is hereby advised that landlords found to have engaged in discriminatory acts should also be referred to HUD's FHEO office.

Conclusion

In summary, FHEO has determined that the four (4) concerns listed in the Recommendations section of the PHA Plan Review were addressed. As of this date, the City of Glen Cove CDA has satisfactorily submitted required documentation and information. Therefore, FHEO has determined that the PHA has addressed all of the recommendations identified in the PHA Plan Review. The Recipient appears to be in compliance with 24 CFR §§1.4, 8.4, 903.2(d)(2), 903.7, 903.11, 903.15, and 906.206. The PHA Plan Review is now complete and, therefore, closed as of the date of this letter.

Under the Freedom of Information Act (5 U.S.C. §552), it may be necessary to release this letter and related documents upon written request. The Department will seek to protect, to the extent provided by law, personal information which, if released, could constitute an unwarranted invasion of privacy.

This Office appreciates the cooperation and support of staff at the City of Glen Cove Community Development Agency regarding this matter. If further clarification regarding the closure of the review is necessary, or if you wish to request additional civil rights related technical assistance at any time in the future, please do not hesitate to contact Balenda Nelson-Gomes, Program Compliance Branch Chief, Regional Program Compliance Division, FHEO Region II. She can be reached by telephone at (202) 427-2740 or via email at Balenda.L.Nelson-Gomes@hud.gov.

Sincerely,

Tzeitel Andino-Caballero
Acting Regional Director, Program Compliance Division
Region II-Office of Fair Housing and Equal Opportunity

cc: Ann Fangmann, Executive Director, Glen Cove Housing Authority CDA
Fred Moore, Section 8 Program Administrator, Glen Cove Housing Authority CDA
Camille Byrne, Executive Assistant, Glen Cove Housing Authority CDA
Steve Savarese, Senior Portfolio Management Specialist, Public and Indian Housing



RESOLUTION 6E



Civil Rights Certification (Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Glen Cove CDA\Housing Choice Voucher Program

NY121

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Timothy Tenke

Signature

Title

Mayor

Date



**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Timothy Tenke, the Mayor
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Glen Cove CDA\ Section 8 Program
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

Nassau County
Local Jurisdiction Name
pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The Glen Cove CDA\ Housing Choice Voucher Program uses the Nassau Suffolk FY 2021 Fair Market Rents for Existing Housing. FY 2021 Nassau Suffolk Income Limits and Allowance for Tenant- Furnished Utilities and Other Services. Includes Nassau County residents in local preferences.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Timothy Tenke	Mayor
Signature	Date



RESOLUTION 6E



Certifications of Compliance with PHA Plans and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

PHA Certifications of Compliance with the PHA Plan and Related Regulations including Required Civil Rights Certifications

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or 2020 Annual PHA Plan for the PHA fiscal year beginning 3/31/2020, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.



RESOLUTION 6E



12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Glen Cove CDA\Housing Choice Voucher Program
PHA Name

NY121

PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2021

☒ 5-Year PHA Plan for Fiscal Years 2020 - 2025

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official

Timothy Tenke

Signature

Title

Mayor

Date



RESOLUTION 6F

**Brookville Electric**

2 Timber Rd
Glen Cove, NY 11542 US
516-759-9121
bve03@aol.com

Estimate

ADDRESS

Glen Cove Fire Department
10 Glen Cove Ave
Glen Cove, NY 11542

ESTIMATE #	DATE	
1475	05/26/2021	

ACTIVITY	QTY	RATE	AMOUNT
RE: Dispatcher Room Furnish and install four 4" - LED high hats Furnish and install new switch and dimmer. Furnish and install new switch leg for lights ACCEPTANCE-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance: _____ Signature: _____ Note: This proposal may be withdrawn by us if not accepted within 30 days.			\$990.00
TOTAL			\$990.00

Accepted By

Accepted Date



RESOLUTION 6G



A.Losee & Sons, Inc.

PROPOSAL

68 Landing Road
Glen Cove, NY 11542

Phone: 516-676-3060
Fax: 516-676-1520
Email: ajlosee@aloseeandsons.com

PROPOSAL# 1558
DATE: FEBRUARY 10, 2021

TO: PROJECT: CABINET
Glen Cove Fire Dept.
10 Glen Cove Ave
Glen Cove, NY 11542

Description	Total
Fabricate, finish, and install the following built-in cabinet as per plan and discussion with Justin	

Details are as follows:

- Includes shop drawings
- Approximately 82" wide x 42" high x 20" deep cabinet
- All interior of the cabinet to be black melamine
- All exterior of doors to be a flake board core with mica (color to match as close as possible to existing)
- All (6) doors to be slab style
- Adjustable shelving behind all doors
- Finished mica column on right side – left side to have filler scribed to wall
- Countertop to be a flakeboard core with mica (grey color TBD)- rounded corner on right side
- Backboard above countertop to be ¾" medex material- painted black (for mounting equipment)

\$5,800

(Doesn't include supply of decorative hardware--- installed by us---, electrical work, etc.)

Follow Us On Instagram! [@a.loseeandsons](https://www.instagram.com/a.loseeandsons)



RESOLUTION 6H



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

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

maccaron plumbing.com

City of Glen Cove
9 Glen Street
Glen Cove, NY 11542
mcolangelo@glencoveny.gov

PH: (516) 369-4991
Quote # 21-1068

PRICE QUOTE

DATE: May 20, 2021
FROM: John Maccarone
PROJECT: Water Service Repair
40 Valentine Ave
Glen Cove, NY 11542
PRICE: \$7,480.00

INCLUDES: All required labor, materials and equipment to complete the following:

- 1) All required markouts
- 2) New 1" water service from existing corporation to existing curb stop
- 3) New 1" curbstop
- 4) All saw cutting & removal of existing asphalt
- 5) All excavation & backfill
- 6) Permanent asphalt patch

EXCLUDES:

- Road opening permits
- Fees associated with inspection and/or connection
- Filing plans & associated fees
- Performance bond & payment bond costs
- Additional work due to utility interferences
- Additional work due to unknown buried facilities
- Furnish premium fill & remove unsuitable material
- Contaminated soil or buried hazardous materials
- Restoration other than backfill
- Water district tap & meter fees

PLEASE NOTE THE FOLLOWING:

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



RESOLUTION 6H



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

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

maccaroneplumbing.com

Very Yours Truly,

John Maccarone

ACCEPTED (signature) _____ PRINT NAME: _____ DATE: _____

General Terms and Conditions

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications or plans involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Acceptance of Proposal – I have read this document and accept the prices, specifications and conditions stated. I understand that upon signing, this proposal becomes a binding contract. You are authorized to do the work as specified. Payment will be made as outlined above. If collection becomes necessary all legal, investigative, court and attorney fee's will be paid by and personally guaranteed by the party accepting and signing this contract: All unpaid balances will be subject to interest at 1-1/2% per month.



RESOLUTION 61



ORCHID SEWER & WATER CONTRACTING CORP.
11 DENNIS STREET ■ GARDEN CITY PARK, NEW YORK 11040

Office: (516) 747-1311
Fax: (516) 746-2616

CHRISTOPHER R. FALBO, President

May 20, 2021

City of Glen Cove Water Dept.
Attn: Michael Colangelo
516.676.2297
mcolangelo@glencoveny.gov

Water And Sewer Lines
Installed And Repaired
County of Nassau
Consumer Affairs
Lic# H0602960000

Job: 84 Dosoris Way, Glen Cove

We propose to install (1) 3/4" K copper water service from new 3/4" curb stop at property line to water main on short side of road.

We will supply and install the necessary labor, materials, machinery, 3/4" K copper, road repair and (1) 3/4" curb stop with box.

We guarantee OUR labor and materials for one (1) year.

The price for the above work will be **\$7,400.00 (Seven Thousand Four Hundred Dollars)** with balance due the same day of the completion of our work.

Contractor cannot be held responsible for any sprinkler system in line with our work. To be replaced by others at owner's expense.

Contractor cannot be responsible for landscaping.

The owner hereby gives permission to the contractor to place a lien on the property if the bill is not paid in full, within 15 days upon completion of our work. Also, subject to 2% monthly service charge in addition to all legal and lien fees incurred.

If you wish to go ahead with the above proposed work, please sign one (1) copy and return with your deposit.

ACCEPTED: _____ DATE: _____

ORCHID SEWER AND WATER CONTRACTING CORP.

BY: Christopher Falbo
Christopher Falbo, President



RESOLUTION 6J



Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction.

22941-E

State/Entity's Contract #

Client Signature

Print Name

Title

Date

Email Address

Sales Information

Karey Carroll

karey.carroll@pb.com

Account Rep Name

Email Address

**RESOLUTION 6K****pitney bowes** 

The Pitney Bowes payment solution enrollment form for USPS Enterprise Payment Services

Now, you can pay for USPS® permit mail and other services through a prepaid deposit account or credit line at The Pitney Bowes Bank, Inc., Member FDIC. You can even pay for permit expenses and meter postage with the same account to enjoy the convenience of one monthly payment and one account to track your mailing related expenses.

Section 1: Contact information

Business name	Tax ID number	Customer account number
Address	City, State and Zip	
Account contact first name	Account contact last name	Phone number
		Email address (this will be your UserID for your account)

Section 2: Funding options

Credit Line (Purchase Power) information

Yes, I have an existing Purchase Power® account I want to use for permit and meter postage. Acct #

I want to open a new account (EasyPermitPostage®) just for my permit mail and other USPS services indicated below.

Prepaid deposit account (Reserve Account) information

Yes, I have an existing Reserve Account I want to use for permit and meter postage. Acct #

I want to open a new deposit account to fund my permit mail.

I understand that a new deposit account (Reserve Account) will be created for my Permit funding and I will not receive a combined monthly statement. My authorized signature below indicates acceptance of the Terms and Conditions provided for this account.

Please provide the following information and authorization to establish your Permit Reserve Account.

No, I do not want to use a credit line (Purchase Power account) to pay later.

I understand that if there are no pre-paid funds available my permit mail funding will be declined.

Please set this deposit account (Reserve Account) up to use the scheduled deposit option. We'll set up your account and initiate ACH Debit transactions from your bank account to your Postage By Phone Reserve Account. Amount of Deposit \$

Frequency: Monthly Weekly Semi-monthly Low-balance (Low-balance threshold) \$

Bank Routing Number:

Bank Account Number:

Section 3: Permit & PO Box information

I want to link the following USPS Permits or PO Box established with the USPS

Please indicate below the information regarding each of the permits you want linked to your account:

Permit number, city/state	Permit type (e.g. BRM)	Annual permit postage dollars	Permit CRID	USPS Business Mail Entry Unit zip code
---------------------------	---------------------------	----------------------------------	-------------	---

I have a PO Box established with the USPS already

P.O. Box # Location (City/State/Zip):



Section 4: USPS Enterprise Payment System

The undersigned Customer hereby authorizes Pitney Bowes Inc. to originate and establish a USPS Business Customer Gateway account and/or complete the establishment of a USPS Enterprise Payment Account on their behalf.

No, I do not have a USPS Business Customer Gateway account established. I consent to Pitney Bowes establishing it on my behalf.

Yes, my company currently has a USPS Business Customer Gateway account (BCG) established. Please answer the below questions about the existing BCG account.

- What is the Company Name as it shows on the BCG account?
- What is the address the BCG is set up under, Street Address, Apartment/Suite, City, State, ZIP Code?
- What is the Customer Registration Identification Number (CRID) (up to 15 digits)?
- Do you have an Enterprise Payment System (EPS) account? Yes No
 - If Yes, do you currently have permits linked to an EPS account? Yes No
 - If Yes, do you want to link the permits currently funded by Pitney Bowes to it, or would you prefer a separate EPS Account be created? Use Existing Account Create New Account
- What is the existing Enterprise Payment System Account Number to use:

Section 5: Authorized Signature

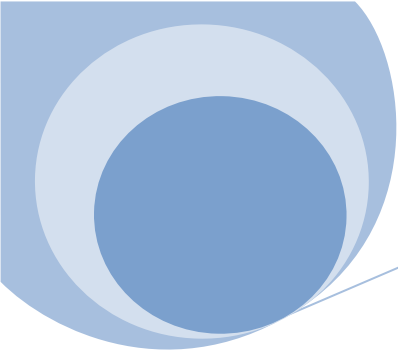
Principle if different from Account contact

Authorized signature

Date

Please fax this form back to 203 617 6597. A Pitney Bowes representative will contact you if there are additional questions.

Please note: Allow 15 days for your new account to be enabled assuming no additional information or action is required. Pitney Bowes will notify you by phone or email when this process is complete so you can begin using your account.



RESOLUTION 6L



**WEBSITE PROPOSAL
For
Nassau County Online Virtual Mapping Project**

**Version: 1
Dated: 6/4/2021**





The purpose of this proposal is to outline as clearly as possible our role as designers and developers for your website project. With your help, we will identify the Website's primary goals during the initial phase and do everything within our means to meet and exceed those goals. We will provide you with the benefit of all of our professional experience. It is our full intention to deliver a successful product and foster a long-term business relationship with you.

The following is a brief list of facts regarding our company, this proposal, and the project as a whole.

ABOUT US

TECHACS CORP. was conceptualized at the beginning of 2006 to provide complete marketing and web solution to organizations wanting to increase their presence in the market. We offer a wide range of technical and marketing expertise, including:

- Web Design
- Web Development
- Search Engine Optimization
- Local Directory Listing
- Social Media Management
- Business Branding Services
- Online Reputation Management

TECHACS CORP. is located in **Oceanside, New York**, with dedicated and experienced professionals, offering a wide range of Web and marketing-related solutions worldwide.

We have an experienced, hardworking, dedicated team to ensure that all of our web design and development work look as good as they work.

We are a small company but in-spite of that we with our **hard work, strong determination, and technical expertise** are destined to give out most service and satisfaction to our clients. Our main goal is to provide a turnkey marketing and web design services that will help grow your business.

We are computer and marketing consultants who offer dependable, reliable and affordable services.

This proposal includes:

- 30-day period of support, basic text and image changes and other minor adjustments. This is what we term as the "Break-in" period and we try to be extremely accommodating during this Stage as we understand certain issues and ideas can only arise after seeing the created project as a whole.
- We strive to offer the lowest price possible without sacrificing quality. It is always our goal to perform a project within a customer's stated budget and we make every attempt to outline a solution that fits both the customer's needs in terms of a site as well as budgetary restrictions.
- Pricing is outlined in section 7 of this document and includes a full breakdown with options.
- You will have an assigned project manager that will act as your chief liaison between you and our staff. Our head designer and developer, Juan Vides, will personally be designing and developing your site and will conduct all of the demos and mockup reviews. Your project manager will be your main point of contact between demos and reviews and as such you should direct all of your communications through the project manager.
- Please do not hesitate to contact us at with any questions or comments at any time before or during the project.

GOALS/OBJECTIVES

In order for us to build you a successful store/web site that meets your goals it is important for us to clearly identify those goals. You will be asked to evaluate your goals on this project and tell us a little bit about your company. We have basic goals and objectives for all of our websites and they are:

- Elegant, Attractive, Aesthetically pleasing visual experience
- To deliver a well designed, functional website in a timely fashion that meets your approval, is easy to use and clearly presented to the visitor - i.e. "user friendly"
- To build a website best suited to meet your defined goals which we will thoroughly outline at the onset

INCLUSIONS/SCOPE OF WORK

This is a list of the inclusions and the work to be performed for this project:

- Admin panel from where you have complete control of the Website. Through the control panel you can change the content, product, prices, categories, pictures etc. of the pages.
- Mockup Design Presented and Refined to your Satisfaction
- Programming
- Modifications as necessary to meet the original specifications as part of the evaluation period
- Search Engine Optimization of Pages (submissions not included)
- Social Networking Presence (**Facebook, Twitter**)
- Meta tag, Keyword and description.
-

Store Development Process

Below is our process for the project. The project is divided according to features, details and a schedule for each Stage is provided here briefly.

S.No.	Main Feature/Page	Sub Feature	Description
1	Template Design [Stage - 1]	Mapping Page	Designing the Mapping page as per your requirements, we would be creating a uniquely friendly and easy-to-use experience.
		Nassau County Branding	We will use the guidelines instructions of the Branding of Web and Style based on the Nassau county PDF Instruction document.
		Mockup Design of Mapping Page	Draft Revision Rounds Mockup – Concept Design layout.
		Strategy - Inputting data layout design	Plotting and data or points of interest
2	Theme Integration [Stage - 2]	Programming and Development of Mapping Page	Once the layout design is approved, we would be creating Mapping Project System. We will integrate the programming and design into a dynamic Content Management System structure.
		User-friendly virtual Map Section	Integration of header design and Navigation Menu with dropdowns. Applying Age-friendly technology / ADA compliance software
		Footer section	Integration of Footer Menu.
		Virtual Map Integration	We have to customize a user-friendly and easy-to-navigate virtual map with a data page. Programming and Plotting Points
		Data and Information	We would be customizing a more robust layout to program the points of interests and provide links to the sources of data and information
3	CMS Pages [Stage - 3]	CMS management	The Content Management System from the backend will handle the content part, and we will create other CMS pages for updates.
		Responsive Web coding / ADA Compliant	Making sure the Website works on all mobile devices and tablets. Compliant with AA & WCAG
		Google Analytics implementation	To view how much traffic the Website gets.
		Keyword Research	We will identify the keywords that are trending and generate more traffic.
		The transition of Virtual Map	We will do one-day staff training on how to update map and maintaining.
4	Testing [Stage - 4]	Quality Assurance	50 hours- testing/troubleshooting
5	Final Launch [Stage - 5]	Going Live!	
		Configuration	Configuring DNS and domain information

TIME AND PRICING

Below is our expected timetable for the project. The project is divided into phases, details and a schedule for each phase is estimated here briefly.

Main Feature	Resource Allocation	Time Frame	Price
Online Virtual Map	Senior Project Manager	4-6 Weeks	\$18,750.00
SEO & Marketing	Senior SEO Programmer	Not Included but available
Social Media Marketing	Social Media Expert	Not Included but available

The project pricing is based on our current understanding of the project needs as outlined in this proposal. Payment is expected prior to the commencement of each Stage. Below is a breakdown of the costs associated with this project.

Development Anticipated Costs

After initial marketing consultation we will set up your google webmaster tools accounts, verify your site, add sitemaps and direct xml feeds to google to optimize your site more fully and perform all of the initial necessary submissions to all of the major search engines. Service included - FEE WAIVED. INCLUDED

Stage	Description	Price
1.	First Payment [Stages 1 & 2]	\$9375.00
2.	Second Payment – [Stages 2 & 3]	\$9375.00

Quality Control

After each Stage our Quality Control Team will check the standards as per specifications you provide. INCLUDED

Payment Terms

Payment Terms are 4 parts deposit.

PLEASE NOTE: * A non-refundable initial deposit of the total cost of the project is due upon commencement of the project. *****

INCLUDED

Total Cost \$18,750.00

Maintenance and Hourly Rate

This agreement includes minor Application maintenance to regular Application Maintenance over a two-week period, including updating and making minor changes. The two-week maintenance period commences upon the date the Client's system is officially published to the Web, regardless of any other ongoing work. Changes requested by the Client beyond those limits will be billed at the hourly rate of \$50.00. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store,

and art, photo, graphics services, and helping Client or their agents learn how to use their own webpage editor. Complex technology specific programming charges (if any) are not included in this rate.

Additional Expenses

The cost given in this proposal is only for the services provided by TECHACS CORP, which does not include any other expense, **For Example:** Domain, Hosting or third-party component cost, data entry. If any external component or service out of scope would require the project, either Client will pay extra cost to TECHACS CORP, or the Client will buy the part or services to implement and use in the project.

Change Request

Any changes in the scope, designing or flow of work is not expected during the course of the project life cycle. If Client wish to have any modification or change in the live project, additional efforts would be considered as a separate project and billable amount will be charged extra. Any change request is accepted from Client via email or in written. On change request TECHACS CORP do not guaranty project completion within expected time.

PAYMENT METHODS:

✓ **Check:**

Please check payable to:

TECHACS Corp.

Send to:

2957 Roxbury Rd.

Oceanside, New York 11572

✓ **Credit Card:** MasterCard – Visa- American Express-Discover

- For payment via Credit Card visit our web site www.techacs.com click on 'Pay Us'

GUARANTEE

TECHACS CORP. guarantees a properly operating website or the development functionality for which you contract, and, your complete satisfaction. Any "glitches" inherent to the system we create, we will be promptly corrected, free of charge, to meet the agreed upon specifications. With respect to the design, look, and "feel" of your Website, we guarantee your complete satisfaction as well. Once again, our goal is to translate your vision into a "world class" design that brings your vision to an "online reality."



We want to sincerely thank you for the interest you have shown in TECHACS CORP. We believe we understand your needs in terms this project, but we also understand your needs regarding communication and service, combined with on-time delivery and proper functionality. We take great pride in our ability to create and deliver a system that not only meets, but by far, exceeds your expectations.

- **TECHACS CORP.** warrants that materials produced and delivered to the customer by **TECHACS CORP.** meets generally accepted industry standards as well **TECHACS CORP.** own extremely strict quality standards and specifications.

INPUT MATERIALS & CONTENT

- Most projects worked on by **TECHACS CORP.** require the customer to provide certain materials and/or content. Required materials/content for projects may include, but are not limited to, text copy, headline text, graphics, photos, audio, video, any other content element the customer would like included in the final product, and feedback where necessary.
- Customer input materials/content must be submitted in a clear and organized fashion. Customers should organize and compile the complete set of required input materials on their end and then submit all materials at once in a cohesive manner. Required input materials should not be submitted in a piecemeal fashion or spread out over a long period of time.
- All text content should be submitted in a digital format that allows **TECHACS CORP.** to copy and reuse the exact text content without transcription. Acceptable digital formats include plain text (.txt), text in the body of an email, text in a Microsoft Word document (.doc), or text in a Rich Text Document (.rtf).
- Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by **TECHACS CORP.** for search engine optimization purposes.

BILLING

- A 25% or 50% deposit is required at the start of all projects, unless otherwise specified.
- Full payment is due on completion of the customer's project, before delivery/publication of the completed project materials. We do not delivery/publish completed goods or services before payment is finalized. In cases where payment terms have been extended for a project the invoice billing cycle begins on the delivery/publication date for the project.
- Balances not paid within 30 days from their due date will accrue interest at a rate of 1.5% per month (18% per annum) and shall accrue daily.
- The customer is responsible for paying all collection costs for an invoice in the event that payment for that invoice is over 30 days past due and collection services are used. This includes any legal fees that may or may not be necessary.
- Should the customer's company become unable to pay any accrued balance with **TECHACS CORP.**, the principal officers of the customer's company shall be deemed liable for the entire balance.
- All fees are non-refundable.
- **The customer is responsible for paying all collection costs, including reasonable attorney's fees of 33 1/3%, for any past due invoice over 30 (thirty) days.**

DEADLINES

- Stated or estimated completion or due dates for projects are estimates and are not guaranteed. While we go out of our way to meet customer deadlines, **TECHACS CORP.** specifically disclaims liability for delays in delivery and any consequential damages or losses.
- Projects will be delayed by the customer's failure to provide all required materials/content on time. Required input materials/content should be provided at the start of the project, unless otherwise specified.
- Projects will be delayed by the customer's failure to provide feedback and/or decisions based on design mockups and working demos in a timely fashion.
- Projects will be delayed by the customer's failure to pay promptly upon project completion or invoice due date.

APPROVALS

- Certain portions of the design process require customer approval. Approval can be given in verbal, email or written form. These approvals are important since they establish the customer's desire to move forward with a specific design or functionality.
- When a screenshot design phase is undertaken, customer approval of a screenshot indicates that the customer wants to move forward with that specific overall design and layout. Changes to the overall design and layout for a project require extra time and work once coding has begun, so it is important for the customer to get all desired changes to the overall design and layout into the initial screenshot design phase and before coding begins. If changes to the overall design or layout are requested after screenshot approval **TECHACS CORP.** will provide an estimate for the extra time and cost required to make the change. In many cases the change requested requires little extra work and **TECHACS CORP.** will often execute the change free of additional charge, but customers should note that change requests requiring significant extra work to the overall design or layout after screenshot approval may require extra charges.
- It should be noted that changes or tweaks to the content (text, headlines, links, etc.) on a site can be easily made even after coding has started, so these types of changes do not have to be made before coding or before screenshot approval.

PRICING

- **TECHACS CORP.** reserves the right to modify pricing, specifications, packages, required materials, discounts, or special offers from our advertising, Website, or other company materials without obligation or notice.
- Price quotes and estimates are valid for 30 days unless otherwise specified.

LICENSE & INTELLECTUAL PROPERTY RIGHTS

- The customer represents and warrants to **TECHACS CORP.** that the customer and **TECHACS CORP.** are not, or will not be as a result of any work done for the customer by **TECHACS CORP.** in violation of any intellectual property rights of the customer or of third parties.

LIMITATION OF LIABILITY

- Work performed by **TECHACS CORP.** for a customer is performed at the sole risk of the customer. While we go out of our way to deliver high quality work, **TECHACS CORP.** specifically disclaims liability for damage or loss of any kind suffered by the customer, directly or indirectly, due to fire, theft, casualty, negligence, or any other reason.
- The customer agrees to indemnify and hold **TECHACS CORP.** harmless from and against any losses or damages incurred by the customer or any third party as a result of services or related to services provided for the customer by **TECHACS CORP.**
- Source materials/content provided to **TECHACS CORP.** by or on behalf of the customer will become the property of **TECHACS CORP.** unless otherwise noted. For example, if the customer provides a CD which includes necessary source materials, that CD becomes the property of **TECHACS CORP.** The CD may or may not be kept in storage by **TECHACS CORP.** Customers should never submit sole-copies or originals to **TECHACS CORP.** It is the customer's responsibility to keep their own copies or originals of any important source material.
- **TECHACS CORP.** has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's Website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, **TECHACS CORP.** does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.
- The Client understands that **TECHACS CORP.** are NOT liable for any copyright infringement, including but limited to, photos, texts, videos, and/or audio added before, during or after the development of the Website or any marketing campaign.
- The Client understands that **TECHACS CORP.** DO NOT USE any Getty Images. If the Client uses Getty Images on their Website, either intentionally or unintentionally, or if any Getty Images are found on the Client Website, either intentionally or unintentionally, the Client understands they are doing so at their own risk and agrees not to hold **TECHACS CORP.** liable.
- If the Client uses Getty Images on their Website, either intentionally or unintentionally, or if any Getty Images are found on the Client Website, either intentionally or unintentionally, the Client understands and agrees **TECHACS CORP.** are NOT responsible for any liability, including, but not limited to, lawsuits and/or monetary damages resulting from using Getty Images. The Client further agrees to hold **TECHACS CORP.** completely harmless for any such use of Getty Images as described above.
- The Client shall indemnify and save harmless **TECHACS CORP.**, and its agents and employees, against any and all claims and demands for damage resulting from the use of Getty Images, for any reason intentionally or unintentionally, of any person, firm, or individual, arising out of, or suffered while engaged in, or caused, in whole or in part, by the execution of the work; the Client shall well and truly defend **TECHACS CORP.** and shall pay all monies awarded for such damages or injuries as may be sustained, all costs including attorneys' fees, and shall obtain a full acquittance and release in favor of **TECHACS CORP.** and its agents and employees, except to the extent such liability results solely from the negligence of **TECHACS CORP.**, and/or **TECHACS CORP.** agents or employees.

FORCE MAJEURE

- **TECHACS CORP.** will not be held responsible for failing to perform its obligations under this agreement if such failure is caused by circumstances beyond the reasonable control of **TECHACS CORP.**, including, but not limited to, acts of God, equipment failures, and delays by subcontractors or suppliers.

APPLICABILITY OF AGREEMENT

- I understand that the fees must be paid in full and that if I fail to pay any part of the fee I AM RELEASING **TECHACS CORP.**, FROM ANY OBLIGATION TO CONTINUE TO PERFORM WORK ON THIS MATTER. _____ INITIAL HERE
- All business conducted with **TECHACS CORP.** shall be governed by these terms & conditions. This includes business conducted based on verbal agreements and agreements made by email. This also includes instances where the customer chooses not to formally submit a signed copy of **TECHACS CORP.**'s paperwork, such as the estimate form.

THANK YOU

We want to sincerely thank you for the interest you have shown in **TECHACS CORP.** We believe we understand your needs in terms this project, but we also understand your needs regarding communication and service, combined with on-time delivery and proper functionality. We take great pride in our ability to create and deliver a system that not only meets, but by far, exceeds your expectations.

We look forward to the opportunity to work with you on this project. We have outlined a clear plan for completing this project successfully in this proposal and if you have any questions regarding any of the information within this document or the standard agreement, please do not hesitate to contact us.

As an authorized representative and on behalf of his or her organization or business, the undersigned agrees to the terms of this agreement

Authorized Customer Signature:

Print Name _____ Date: _____

Authorized TECHACS CORP. Signature

Print Name _____ Juan Vides _____



RESOLUTION 6M



PROPOSAL

City Camera System Upgrade

City of Glen Cove

9-13 Glen Street
Glen Cove, NY 11542

Revision: 1
Modified: 5/14/2021



Presented By:

Telstar Integrated Solutions

10 Shore Road
Glen Cove, New York 11542
516-676-7700
www.telstarIS.com

telstar
INTEGRATED SOLUTIONS

Server Location



RESOLUTION 6M



Telstar will replace the 2 existing servers with 2 new 20 TB servers splitting up the existing 60 cameras onto two servers for redundant coverage.



2 Digital Watchdog P-Rack NVR - 20 TB

Blackjack series P-RACK network video recorder sever with 20 TB Hard Drive expandable up to 70 TB



60 Digital Watchdog Spectrum Licenses

Spectrum Licenses for Surveillance System

Server Location Total

\$21,920.00

Dispatch Desk

Telstar will replace the computer within the dispatch area to present 4 monitors with independent windows for various options of views.



1 Digital Watchdog DW-BJCLIENT2

Blackjack Client Workstation providing a high performance multi-monitor workstation for DW Spectrum operations capable of up to 4 monitor display.

Dispatch Desk Total

\$3,800.00

Camera Locations

Telstar will replace 18 exterior cameras as per the police departments request with 4 megapixel hd cameras to pick up better coverage around the city traffic areas.



18 Digital Watchdog DW-MV85WiATW

MEGApix Series 5 Megapixel IP Vandal Dome Camera with Varifocal Lens & Starlight Night Image

Camera Locations Total

\$11,075.00

City Camera System Upgrade



PROJECT SUMMARY

Grand Total:**\$36,795.00**

Client:

Date

Contractor: **Telstar Integrated Solutions**

Date

Payments should be received as follows: 50% deposit, 30% upon delivery of material, Balance due upon completion.


*Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.




Senior Center Wireless Solution

Prepared For:		Quote Information:	
Name:	Yelena Quiles	Quote #:	KD022379
Company:	City of Glen Cove	Created:	06/03/2021
Address:	9 Glen Street Glen Cove, NY 11542	Expires:	03/13/2021
Phone:	(516) 676-2108	Rep:	Kenneth Dominguez
Email:	yquiles@glencovecda.org	Email:	kdominguez@oceancomputer.com
		Phone:	732-493-1900

GSA Schedule GS-35F-303DA

231C - 3 YR Warranty	Item	Price	Qty	Ext. Price
SonicWall SonicWave 231c IEEE 802.11ac 1.24 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Ceiling Mountable, Wall Mountable	02-SSC-2103 	\$342.61	6	\$2,055.66
231C - 3 YR Warranty Subtotal				\$2,055.66

PoE Switch	Item	Price	Qty	Ext. Price
SonicWall Switch SWS12-10FPOE - 12 Ports - Manageable - 2 Layer Supported - Modular - 130 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Desktop - 12 Month Limited Warranty	02-SSC-2464 	\$342.61	1	\$342.61
SonicWall Service/Support - 3 Year Extended Service - Service - 24 x 7 Next Business Day - Carry-in - Exchange	02-SSC-4723	\$82.23	1	\$82.23
PoE Switch Subtotal				\$424.84

Configuration and Setup Services	Item	Price	Qty	Ext. Price
Ocean Computer Group, Inc. Professional Services - (2) SSID - Upto 8 Hours - note : Hours will be deducted from the block of hours available - \$ 1,320.00	INst	\$0.00	1	\$0.00

Quote Summary	Amount
231C - 3 YR Warranty	\$2,055.66
PoE Switch	\$424.84
Total	\$2,480.50

Sales tax is an estimate based on quoted date.
Pricing in this quote is valid for 30 days.



Senior Center Wireless Solution

Taxes, shipping, handling and other fees may apply.

A 15% restocking fee will be charged for any return items.

A 3% credit card processing fee will be added to the invoice for all credit card payments.

We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date



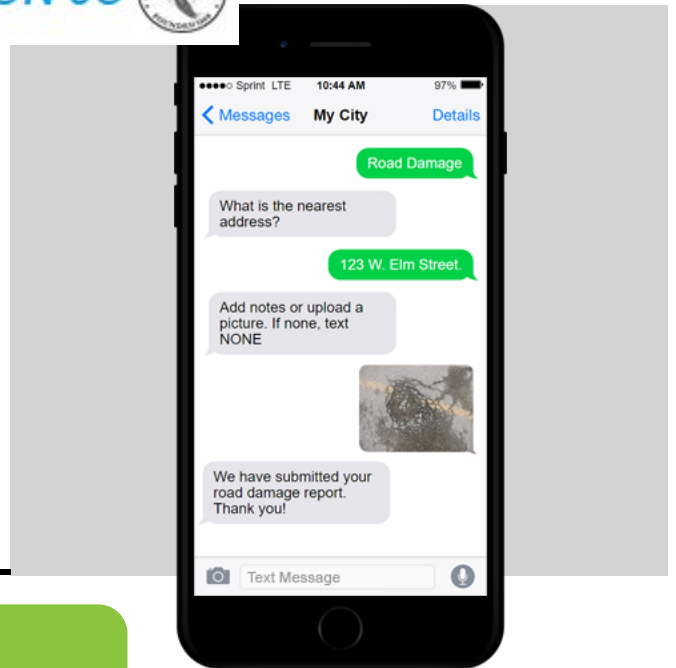
RESOLUTION 60



TextMyGov

TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-755-5126

Partnership Proposal



TextMyGov - Everyone Is Texting

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, **97% of smartphone owners text regularly.**

The technology analysts at Compuware reported **that 80 to 90% of all downloaded apps are only used once and then eventually deleted** by users.

TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer question, send links to their website, and provide details on garbage pickup, utility payment, city news, events, office hours, department locations and more. If your goal is to increase communication and reduce calls- You need TextMyGov.



Engage



RESOLUTION 60



TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report code violations, public works issues like potholes, sign down, drainage problems, tree trimming, sewer smell, and more. Agencies can engage citizens and ask specific guided questions regarding location, address, street name and more. If your goal is to engage with citizen and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a cities website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with the Freedom of Information Act (FOIA)- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street name, address, and allows the user to upload a photo. If your agency wants to track real request and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.



Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 8am-5pm MST.

Quote

This quote represents a subscription to TextMyGov with an initial TERM of 2 Year(s). The agreement is set to automatically renew after the initial TERM. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or view at www.TextMyGov.com/terms/.

Prepared for:

Glen Cove
9 Glen Street
Glen Cove, NY 11542

Prepared by:

Jerica Jensen
TextMyGov
P.O. Box 3784
Logan, UT 84323
jjensen@textmygov.com

Subscription Cost Breakdown

Package	Package Price	Billing
TextMyGov	\$6,225.00 \$4,625.00	Annual
Package includes:		
<ul style="list-style-type: none"> TextMyGov Web-Based Software Local Phone Number Short Codes (citizen opt-in outgoing messages) Unlimited Users Unlimited Departments Unlimited Support for Every User 75,000 Text Messages Per Year 10 GB Managed online data storage Additional text messages can be purchased for: (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000) 		
Implementation/Setup Fee	\$2,000.00 Waived	One Time
Total (First Year)		\$4,625.00
Total (Ongoing)		\$4,625.00

Notes

1. This is a two-year contract. After the initial two years, the contract can be cancelled by providing providing 60-day written notice.
2. After the initial two-year contract, the agreement will revert to a year to year.
3. Customer is required to put Text My Gov widget on the Agencies Web Home page
4. Discount on the annual rate is valid if contract is signed and returned on or before June 30, 2021.

5. The rate of \$4,625 is an annual rate which is invoiced each year. Any texts not used within a given year will roll over to the next.



RESOLUTION 60



Agreement Confirmation



RESOLUTION 60



Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Secondary Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

Agreement Signature

Name:

Title:

Date (Subscription Start):

Signature:

Bill To

City of Glen Cove
Robert Gillis
9 Glen Street
Glen Cove, NY 11542
Phone #: (516) 320-7838
rgillis@glencoveny.gov

Ship To

City of Glen Cove
Robert Gillis
9 Glen Street
Glen Cove, NY 11542
Phone #: (516) 320-7838
rgillis@glencoveny.gov

SALES AGREEMENT

CGC - Scale Infrastructure
Quote # KD021223 ver. 3
Tuesday, June 15, 2021
Pricing is valid for only 30 Days and subject to change

GOLD PARTNER

Scale Infrastructure		Price	Qty	Extended
GSA Contract Number GS-35F-303DA				
	3 Node All Flash, Cluster Usable Space- 11.5TB , Total Memory- 768GB - 5 Year Support	\$0.00	1	\$0.00
	Scale Computing HC1250D Hyper Converged Appliance	\$18,175.37	3	\$54,526.11
	SUP-4YR EXTENSION- HW&SW SLIC SCALECARE-QCARE5	\$27,791.00	1	\$27,791.00
	Scale Computing ScaleCare - Premium Install	\$885.00	1	\$885.00
	Scale Computing Ethernet Switch - 12 Ports	\$1,678.19	2	\$3,356.38
	PROMO HC3 MOVE POWERED BY DT SVCS WINDOWS/LINUX SERVERS ONLY - Unlimited 30 Days	\$0.00	1	\$0.00
Scale Infrastructure Subtotal				\$86,558.49

UPS		Price	Qty	Extended
GSA MAS Contract 47QTCA19D00MM				
	Tripp Lite UPS Smart 2200VA 1920W Rackmount AVR 120V / 230V Pure Sine Wave 3URM TAA GSA - 3U Rack/Tower - 4.50 Hour Recharge - 12 Minute Stand-by - 110 V AC, 220 V AC Input - 120 V AC Output - 4 x NEMA 5-15/20R, 4 x NEMA 5-15R - TAA Compliant	\$1,711.77	1	\$1,711.77
	Tripp Lite UPS SNMP / Web Management Accessory Card for SmartPro / SmartOnline UPS Systems - Remote monitoring and control via SNMP, Web or Telnet TAA GSA Compliant"	\$289.30	1	\$289.30
	Tripp Lite PDU Single Phase Basic 120V Outlets 13 5-15R 5-15P 15ft cord 1U RM - 13 x NEMA 5-15R - 15 - 1U 19" Rack-mountable	\$76.35	1	\$76.35
UPS Subtotal				\$2,077.42

Professional Services		Price	Qty	Extended
	Ocean Computer Group, Inc. Professional Services - Upto 40 Hours - note : Hours will be deducted from the block of hours available - \$ 6,600.00 note : Hours will be deducted from the block of hours available - \$ 6,600.00	\$0.00	1	\$0.00
Professional Services Subtotal				\$0.00



Summary		Amount
	Scale Infrastructure	\$86,558.49
	UPS	\$2,077.42
	Professional Services	\$0.00
	Total	\$88,635.91

The following terms and conditions shall apply to such purchase and sale:

I. Purchase Price, Payment, Taxes

1. For each Product delivered hereunder, the price shall be paid to Seller as follows, down payment, if applicable, upon execution of this Agreement by Purchaser, and the balance, upon delivery. There shall be added to such payment amounts equal to any taxes levied by any government agency. Any personal property taxes assessable on any Product(s) on or after the actual delivery shall be borne by Purchaser.
2. Purchaser agrees that if payment is not received by Seller within ten (10) days of the date due, Purchaser shall to the extent permitted by applicable law, pay in addition, on demand as an interest charge an amount equal to one and one-half percent (1.5%) of the amount then due for each thirty (30) days or portions thereof that final payment is not made. Such charge shall be in addition to any other remedies available under this contract or by law. Seller expressly reserves the right to pursue any and all such other remedies.

II. Shipping, Handling, Installation Costs

1. The Purchaser shall pay for all shipping, handling, and installation costs.
2. Seller shall not be liable for any failure or delay in furnishing the Product, materials or labor resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, war, hostilities, civil disturbance, strike, labor difficulties, Product breakdown, transportation contingencies, difficulty in obtaining parts, supplies or shipping facilities or delay of carriers.
3. Purchaser shall make available and agrees to pay for all costs associated with providing a suitable place of installation and the necessary electrical power, outlets and air conditioning required for operating the Product as defined in the Product Manufacturer's Installation Manual.

III. Title; Risk of Loss; Security Interest

Title to each Product or any part thereof sold separately or otherwise shall pass to the Purchaser upon acceptance of full payment hereof. Risk of loss shall pass to Purchaser upon delivery of the items listed in this agreement. Seller reserves title to the Product sold hereunder as security for the payment of the purchase price; provided that once Purchaser has paid the purchase price in full seller shall no longer have title to the Product sold hereunder. Should the Purchaser default in payment of any charges hereunder when due, Seller may remove and repossess any or all Product hereunder with or without notice or demand, in addition to exercising such other rights remedies as may be conferred on it by law in addition to forfeiture of all deposits prepaid to Seller. Purchaser agrees to execute all documents necessary to perfect Seller's interest. Seller agrees to execute all documents necessary to terminate such security interest once the purchase price as been paid in full.

IV. Warranties, Disclaimers

1. The Seller represents and warrants that, at the time each Product is delivered, the Seller will be the lawful owner of such Product, free and clear of any liens and encumbrances (other than those which may arise from this Agreement) and will have full right, power and authority to sell the same to the Purchaser.
2. The Warranties contained herein are made expressly in lieu of any other warranties, expressed or implied including any warranty of merchantability or fitness for a particular purpose, and of any other obligation or liability on the part of the Seller, whether the transaction is for Sale or Lease, including but not limited to special or consequential damages, arising out of or in connection with this Agreement.

V. Applicable Law

1. This Agreement shall be governed by the laws of New Jersey and constitutes the entire Agreement between the Seller and the Purchaser with respect to the purchase of the Product(s) superseding all prior correspondence between the parties (including, without limitation, any purchase orders submitted by the Purchaser to the Seller). Purchaser hereby consents to the institution and/or defense of any action or proceeding in connection with this Agreement in the Courts of the State of New Jersey. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment, or modification is in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.
2. In the event that the Seller retains an attorney to enforce collection of any amounts due from the Purchaser under the terms of this Agreement, the Purchaser agrees to pay the cost thereof, and including court costs. Purchaser further agrees to pay interest at the rate of 18% accruing on any balance due under this Agreement 30 days from default of any payment due hereunder in the event collection proceedings are instituted.
3. This Agreement shall not be assignable by the Purchaser (other than to any affiliate of the Purchaser) without the prior written consent of the Seller, and any attempted assignment without such consent shall be void.
4. This Agreement shall be executed by the Seller prior to being executed by the Purchaser, it shall become voidable, at the Seller's option 10 business days after the date of the Seller's execution thereof, unless the Seller shall have received by such date a copy thereof executed by an authorized representative of the Purchaser.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporation action to execute this Agreement.

Purchaser

By _____ Title _____ Date _____

PO # _____

OCEAN COMPUTER GROUP, INC.

By _____ Louis Tsotakos, President Date _____



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

April 12, 2021 – REV 2

Mr. Louis Saulino, P.E.
Director of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

**Re: Preparation of Request for Proposal (RFP) for
HVAC Repair Work at the City of Glen Cove Senior Center
Glen Cove, New York
H2M Proposal No.: LP210495**

Dear Mr. Saulino:

H2M architects + engineers (H2M) are pleased to provide this proposal to prepare a Request for Quote (RFQ) for HVAC Repair Work at the City of Glen Cove Senior Center. The RFQ will be used by H2M to solicit quotes from multiple contractors, with a goal of receiving a minimum of three (3) quotes to perform the requested service. The bid process will be a targeted bid in order to send the RFQ to qualified prevailing wage contractors experienced in work on commercial HVAC equipment. H2M will make a recommendation of award of the RFQ after review of all qualified bid responses.

SPECIFIC SCOPE OF WORK

Request for Quote (RFQ) Preparation

- Prepare a request for quote for the repair of air-cooled condenser number 3, (ACCU-3).
- The quote will require the service contractor to thoroughly diagnose the damage to ACCU-3 and to document their findings, in writing, for review the City and the engineer, prior to commencing any service work.
- The RFQ will include a standard bid form and rate schedule for the service contractor to follow to provide a basis to evaluate multiple bids.
- After reviewing the findings of the service technician, H2M will review available options for the repair, or replacement, of ACCU-3 and make recommendation to the City for final repairs.
- H2M will perform one (1) meeting at the site to review the scope of work with the contractor who is selected to perform the work.
- H2M will answer questions from contractors during the solicitation process.
- H2M will perform a final inspection of the installed work to ensure that repairs were performed adequately to industry standards.
- It is assumed that the equipment is repairable, or if it is determined that it cannot be economically repaired, and that a replacement is preferred, that the replacement will be in-kind. If any additional design is required for the replacement of the unit (associated mechanical work, controls, work, power, structural or architectural) a separate proposal for this work will be provided at that time.

Based on the aforementioned, H2M proposes to provide the following services:



TASK 1 – BIDDING AND SOLICITATION PHASE

1. Prepare a request for quote for the repair of air-cooled condenser number 3, (ACCU-3).
2. The quote will require the service contractor to thoroughly diagnose the damage to ACCU-3 and to document their findings, in writing, for review the City and the engineer, prior to commencing any service work.
3. Conduct pre-bid meeting with prospective bidders (budgeted as 1 meeting).
4. Solicit bids from prospective bidders.
5. Provide clarification of construction documents during the bidding phase.
6. Provide a review of low bid contractor qualifications.
7. Provide a detailed bid tabulation review and recommendations for award of contract.
8. Review and coordination with the Town legal counsel.

TASK 2 – CONSTRUCTION ADMINISTRATION PHASE

1. **Pre-Construction Conference:** Schedule and conduct a pre-construction conference with the Contractor and the Town. The purpose of the conference is to introduce the participants in the project and to familiarize the Contractor with the policies and procedures to be followed during the project. H2M will prepare and distribute meeting minutes.
2. **Contractor Payment Requisitions:** Receive and log all Contractor payment requisitions (budgeted as 1 requisition per month). Payment requisition pencil copies are to be reviewed and returned with comments indicating acceptability. Approved pencil copies are to be re-submitted for execution. Review relative percentage complete on work items; log inclusion of Town required voucher, certified payroll receipts, affidavits of payment of debts and claims. Transmit to Town for review of logged items and for issuance of payment to the Contractor.
3. **Contractor Submittals/Shop Drawings:** Receive and log all submittals made by the Contractor in accordance with the approved schedule of submittals. Submittals are to be reviewed and returned with a grade indicating level of acceptability. It will be acceptable for the Contractor to resubmit on any item two times following initial comment by A/E. Additional, delayed or late reviews requested by the Contractor are subject to be backcharged to the Contractor, by the Town, to cover additional A/E review time.
4. **Contractor Requests for Information:** Receive and log all RFI's submitted by the Contractor. RFI's are to be reviewed and returned with a response suitable to the request made by the Contractor. It will be acceptable for the Contractor to request information that is unclear or in conflict within the document set. Information requested by the Contractor that is clearly indicated within the documents is subject to be backcharged to the Contractor, by the Town, to cover additional A/E review time.
5. **Contractor Closeout Submittals:** Receive and log closeout submittals made by the Contractor. Submittals are to be reviewed and returned with a grade indicating level of acceptability. It will be acceptable for the Contractor to resubmit two times following initial comment by the A/E. Additional reviews requested by the Contractor are subject to be backcharged to the Contractor, by the Town, to cover additional A/E review time.
6. **Construction Observation:** Attend up to two(2) meetings with the Town and the Contractor to review the status of the project. Provide a punch-list inspection as part of those meetings for open items to be completed by the contractor. Provide a final inspection.



RESOLUTION 6S



REQUEST FOR QUOTE

CITY OF GLEN COVE

HVAC SYSTEM REPAIRS FOR THE GLEN COVE SENIOR CENTER

H2M PROJECT NO.: GLCV 20-03

H 2
M

BASE BID: Contract H – Heating, Ventilation and Air Conditioning

Note: The bidder is asked to use either black ink or typewriter (black ribbon) in completing this proposal form.

ITEM 1 – DIVISION 23 - PERFORM SYSTEM DIAGNOSTIC INSPECTION	
Description	Provide a cost, including all labor and material, for a qualified HVAC technician prepare an itemized list of deficiencies, with recommendations for repair, for the following HVAC equipment; Air Handler Unit (AHU-1) and associated air-cooled condensers (ACCU-1, ACCU-2 and ACCU-3).
Cost	<i>Twenty Five Hundred Dollars (\$ 2500⁰⁰)</i> Dollar Amount Written in Words

ITEM 2 – DIVISION 23 – EQUIPMENT REPAIR OF ACCU-3 (COMPRESSOR)	
Description	Provide a Unit Cost, per compressor, including all labor and material, to replace one(1) compressor of the existing air cooled condensing unit (ACCU-3). Existing Model RAWD-100CAZ by Rheem.
Cost	<i>Ninety Five Hundred Dollars (\$ 9500)</i> Dollar Amount Written in Words

TOTAL BASE BID (INCLUDING ITEMS 1-2)	
<i>Twelve Thousand Dollars (\$ 12000)</i> Dollar Amount Written in Words	



REQUEST FOR QUOTE

CITY OF GLEN COVE
HVAC SYSTEM REPAIRS FOR THE GLEN COVE SENIOR CENTER
H2M PROJECT NO.: GLCV 20-03

H 2
M

Each Prime Contractor is to provide full time site supervision for his or her staff, subcontractors and suppliers for the duration of this project. A qualified site supervisor must have the authority to represent and make decisions for his or her company with regards to the subject job, must be able to give guidance and direction to employees, subcontractors and suppliers, and must be knowledgeable about the work to be provided. **Site supervisor must be capable of effectively communicating with the Library and/or Architect, preferably able to speak fluently in English.**

It is the Contractor's responsibility to complete this project within the time period specified in this Contract. In the event that the Contractor fails to complete the project within the stated time period and the Owner, at its sole discretion, deems it necessary for the Architect to provide services beyond the Contract completion date, the cost of said services will be deducted from payments due the Contractor.

Bidder: MacCarone Plumbing
Bidder Address: 10 S. 5th Ave
Signed By: [Signature] Title: President
Date: 5-28-2021

Provide telephone number where the Contractor can accept a telephone message and provide a reasonable reply as soon as possible.

DAY: (516) 671 3232

NIGHT: (516) 671 - 3232

FAX: (516) 671 - 3239

Federal I.D. No. or Social Security No. : 11-324 3687



FEE SCHEDULE FOR BASE SERVICES AGREEMENT

Task 1 – Bidding and Solicitation Phase	Lump Sum Fee:	\$3,500.00
Task 2 – Construction Administration Phase	Lump Sum Fee:	\$2,000.00
Reimbursable Expenses	Lump Sum Fee:	\$200.00
TOTAL ESTIMATED FEE FOR BASE (LS) SERVICES:		\$5,700.00

REIMBURSABLE EXPENSES (ESTIMATED)

H2M recommends an allowance of \$200 and shall be reimbursed for all normal and customary out of pocket expenses required to complete the work on this phase of the project. Reimbursable expenses shall include the following:

1. Drawing and document reproduction and copies
2. Requested Express mail and delivery

SERVICES EXCLUDED

- Construction phasing shall be provided by contractor
- Permitting Phase (Town, County, etc.) services, review submissions, or permit fees
- Green building, LEED or rebate efforts
- It is assumed existing electrical service and panel boards have sufficient capacity for installation of additional mechanical equipment. No electrical service upgrades or distribution panels are required.
- Hazardous materials sampling / testing / abatement
- Special exception expediting and hearings
- Legal witness or testimony
- Survey services
- Additional utility mark outs
- Environmental studies / testing / reports / design
- Equipment start-up, testing and commissioning shall be provided by contractor
- As-builts shall be provided by contractor
- Any work not specifically outlined above

H2M will perform the services outlined here-in in accordance with the MSA dated January 2, 2021. Please return a signed copy of this correspondence as a notice to proceed.

The offer to perform the proposed services shall remain open for ninety (90) days from the date of the proposal shown above. Extensions of this proposal shall be in writing only.



We appreciate the opportunity to work with the City of Glen Cove on this project. If you have any questions or require further clarification prior to our meeting, please feel free to contact the undersigned at (631) 756-8000, extension 1512.

Very truly yours,

H2M architects + engineers

Philip D. Lanza, P.E.
Senior Project Engineer 2

Joseph A. Manzella, P.E., LEED AP
Vice President

Enclosure

PROPOSAL AGREED & ACCEPTED BY:

Signature: _____

Print Name: _____

Title: _____

Client: City of Glen Cove
Address: 9 Glen Street
Glen Cove, New York 11542

Date: _____



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

June 1, 2021

Mr. Louis Saulino, P.E.
Director of Public Works
Department of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

**Re: City of Glen Cove
Recommendation of Award
HVAC System Repairs for the Glen Cove Senior Center
H2M Project No.: GLCV2003**

Dear Mr. Saulino

On May 31, 2021, bids were received by the City of Glen Cove for the above referenced project. Three contractors were solicited: Maccarone Plumbing Inc., Premier Mechanical Services Inc. and HVAC Inc. Premier Mechanical Services Inc. and HVAC Inc. were both non-responsive. The low bidder for this contract is:

**Maccarone Plumbing Inc.
10 Sea Cliff Avenue
Glen Cove, New York 11542**

The Total Base Bid as submitted is **\$12,000.00**, which includes Items 1 and 2 in the bid tabulation sheet.

We have investigated the low bidder's qualifications and have found them to be a responsible and qualified bidder. They have successfully completed other projects of similar, and greater, size and complexity including a previous project that was performed at the Glen Cove Senior Center. Therefore, we recommend Maccarone Plumbing, Inc. to be awarded this bid in the amount of \$12,000.00. However, we strongly recommend that the City should set aside contingency funding to be used in the event that additional repair items are identified in Phase 1.

If you have any further questions regarding the above letter, please contact the undersigned at (631) 756-8000 extension 1512.

Very truly yours,

H2M architects + engineers

Phillip D. Lanza, P.E.
Senior Project Engineer

Enclosure

cc: John Maccarone – Maccarone Plumbing, Inc.
JAM, PDL – H2M



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

June 8, 2021

Mr. John Maccarone
President
Maccarone Plumbing Inc.
10 Sea Cliff Avenue
Glen Cove, New York 11542

**Re: City of Glen Cove
Recommendation of Award
HVAC System Repairs for the Glen Cove Senior Center
H2M Project No.: GLCV2003**

Dear Mr. Maccarone:

We are pleased to inform you that the City of Glen Cove has passed a resolution to award to you the above referenced contract.

The award is made in the amount of **\$12,000.00** for the Total Base Bid, which includes Items 1 and 2. We have enclosed a copy of the bid tabulation sheet for your information. Also, one CD containing the plans and specifications is enclosed for your use during construction and in obtaining your required bonds and insurance.

Conformed contract documents will be forwarded to the attorney for the City for contract signing. Please obtain your bonds and insurance and contact **Mr. Allen Smith, Esq.** at **(631) 727-3947**, so that the contract signing can be scheduled as soon as possible.

If you have any further questions regarding the above letter, please contact the undersigned at (631) 756-8000 extension 1512.

Very truly yours,

H2M architects + engineers

Phillip D. Lanza, P.E.
Senior Project Engineer

Enclosure

cc: Louis Saulino – City of Glen Cove
WHR – H2M

X:\HEMP (Town of Hempstead) - 10496\HEMP2007 HVAC Conservation and Waterways\03-Bid\Recommendation\21-0608 Premier Bid Award Ltr.doc



Board of Directors

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

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

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

June 11, 2021

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

Re: Proposal for Engineering Services
Preparation of NYSEFC/NYSDOH Engineering Reports
Duck Pond Wells 30, 31 and 32 Station and Nancy Court (Roxbury) Well Station

Dear Mr. Saulino:

In accordance with our On-Call Agreement and the City of Glen Cove's request, D&B Engineers and Architects (D&B) is pleased to submit this proposal to provide engineering services associated with the preparation of two (2) engineering reports to support grant funding applications for projects to address station upgrades. The grant funding would come through the Environmental Facilities Corporation (EFC) under the New York State Water Infrastructure Improvement Act (WIIA) for the Duck Pond Wells 30, 31 and 32 Station and the Nancy Court (Roxbury) Well Station.

The first engineering report for a grant application for Duck Pond Wells 30, 31 and 32 Station will address the increasing levels of Freon 22. This will include the design and construction of the necessary treatment facilities and related improvements to the site, including chemical, equipment, and structural modifications. The second engineering report for a grant application for Nancy Court (Roxbury) Well Station will cover design and construction of the necessary facility improvements related to well upgrades and electrical and structural modifications.

Historically, the State's net eligible grant funding for a project would be the lesser of \$3 million or 60% of the total eligible project cost. However, the State has yet to announce many details about the grant application or award processes for the next round. Note that, in the past, applicants that receive more than one grant award are limited to no more than \$3 million in disbursements per year. However, as previously noted, guidance for this year's applications has yet to be released by the EFC.

The following is a summary of the work required to prepare each of the complete applications for the two (2) projects:

1. D&B will support CDA as needed with the grant applications. City of Glen Cove's Community Development Agency (CDA) will prepare and submit all application materials and resolutions other than the items listed below.

Louis Saulino, P.E., Director
Department of Public Works
City of Glen Cove
June 11, 2021

2. D&B will prepare an Engineering Report in accordance with the required EFC outline (enclosed) including a project schedule and project budget for both the Duck Pond and Nancy Court facilities. It should be noted that while the report will be sufficient to support the grant application, it will subsequently need to be updated to be suitable as a Basis of Design Report (BODR) for submittal to the Nassau County Department of Health (NCDH). The Engineering Report prepared for the grant application will not be suitable to submit to NCDH as a BODR.
3. D&B will prepare other documents and forms required for the complete grant application:
 - Environmental Review
 - State Environmental Quality Review (SEQR) Documentation
 - State Historic Preservation Office (SHPO) Project Review Letter

If the City is approved for funding, additional forms and documentation will be required to close the financing. Preparation of these documents is not included in this proposal. A separate proposal will be submitted if funding is approved.

A. SCOPE OF WORK

The following major tasks will be included in the scope of this project for both stations:

- Discussions with the City to review the engineering report requirements and to obtain the required information.
- Coordination with CDA to provide all project application items/deliverables in order to meet the application submittal deadline.
- Preparation of draft Engineering Report and SEQRA and SHPO letters for review by the City.
- Discussions with the City to review comments on the draft Engineering Reports.
- Finalize the Engineering Reports and letters and provide to CDA for submittal to EFC/DOH.

B. FEE

The not-to-exceed fees for the work described above will be as follows:



D&B ENGINEERS AND ARCHITECTS

Louis Saulino, P.E., Director
 Department of Public Works
 City of Glen Cove
 June 11, 2021

Page 3

<u>Application Site</u>	<u>Not-to-Exceed Fee</u>
Duck Pond Wells 30, 31 and 32 Station	\$11,081.61
Nancy Court (Roxbury) Well Station	\$8,839.77
Total	\$19,921.38

The cost for reproduction, mileage and postage is included in the above.

We look forward to working with you on this project. We understand that time is of the essence as the submission deadline for listing new projects and updates to existing projects for the 2022 Intended Use Plan (IUP) is Friday, July 16, 2021. We are prepared to commence work immediately upon your authorization.

If you have any questions, or require additional information, please feel free to call me.

Very truly yours,

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

WDM/CTt/kb

Attachments:

Engineering Report Outline from EFC
 cc: Ann Fangmann (City of Glen Cove)
 C. Tuohy (D&B)
 PJ Connell (D&B)

♦PX10888\WDM061121LS-Ltr

ACCEPTED BY:

 Signature

 Date

 Name



RESOLUTION 6T



D&B ENGINEERS AND ARCHITECTS, P.C. - COST PROPOSAL Duck Pond and Nancy Ct EFC DOH Grant Funding MANHOOUR AND FEE SUMMARY

ON-CALL CONTRACT ALLOWABLE RATES

Max Allowable Rate = \$ 195.00 \$ 160.00
Allowable Multiplier = 3.0 2.3

Initials	Name	Base Rate	Design & Construction	Inspection
			Rate	Rate
WDM	Merklin, William D.	120.19	195.00	160.00
CT	Tuohy, Christina	72.12	195.00	160.00
KD	Dirr, Kurt	33.81	101.43	77.76
JZ	Zegers, John	66.37	195.00	152.65
PC	Connell, Peter	40.78	122.34	93.79

322

Summary of Fees (Design, Bidding and Construction Services Only)

Task	Description	STAFF NAME						NOT-TO-EXCEED FEES		
		WDM	CT	KD	JZ	PC	MB	Labor Cost	Expenses	Total Fee
1	Duck Pond	1.5	19.5	37.5	6	11	4	\$ 10,981.61	\$ 100.00	\$ 11,081.61
	TOTALS	1.5	19.5	37.5	6	11	4	\$ 10,981.61	\$ 100.00	\$ 11,081.61
	Billing Rate	\$ 195.00	\$ 195.00	\$ 101.43	\$ 195.00	\$ 122.34	\$ 141.81			
	Subtotals	\$ 292.50	\$ 3,802.50	\$ 3,803.63	\$ 1,170.00	\$ 1,345.74	\$ 567.24			

Summary of Fees (Design, Bidding and Construction Services Only)

Task	Description	STAFF NAME						NOT-TO-EXCEED FEES		
		WDM	CT	KD	JZ	PC	MB	Labor Cost	Expenses	Total Fee
1	Nancy Ct (Roxbury) Well Station	1.5	15.5	25.5	6	9	4	\$ 8,739.77	\$ 100.00	\$ 8,839.77
	TOTALS	1.5	15.5	25.5	6	9	4	\$ 8,739.77	\$ 100.00	\$ 8,839.77
	Billing Rate	\$ 160.00	\$ 160.00	\$ 77.76	\$ 152.65	\$ 93.79	\$ 108.72			
	Subtotals	240.00	2,480.00	\$ 1,982.96	915.91	844.15	434.88			

Total Fees \$ 19,921.37



NEW YORK
STATE OF
OPPORTUNITY.



RESOLUTION 6T



**Department
of Health**

**Environmental
Facilities Corporation**

Engineering Report Outline for New York State Assisted Drinking Water Infrastructure Projects

Effective October 1, 2020

For Projects Receiving Assistance Through the Drinking Water State Revolving Fund (DWSRF)
or Other State Assistance Requiring Approval by the New York State Department of Health.



Statement of Purpose

This document provides guidance to municipalities, consulting engineers and others interested in receiving Drinking Water State Revolving Fund (DWSRF) and other state financial assistance requiring an acceptable engineering report. This outline was created to promote the development of comprehensive engineering evaluations that communities can use to make informed decisions about infrastructure. Use of the outline may help to ensure that a submitted report satisfies DWSRF programmatic and technical requirements. While it is intended that all the items in the outline must be addressed for every project, the engineer's evaluation may determine that some elements of the outline do not apply to a project and can be stated as such.

After reviewing a submitted report, the New York State Department of Health (DOH) may determine that the report may need additional information before it can be found acceptable for funding purposes. In addition, a report determined to be acceptable for funding purposes may not contain the detailed technical information necessary for DOH to complete a technical review and approval of the proposed project, and a more detailed basis of design report may be required as the project progresses. DOH will advise prospective applicants if needed. While this outline has been prepared as guidance for applicants seeking New York State financial assistance, it may also be suitable for use for public water system infrastructure projects that are not being financed through the State.

Engineering Report Preparation Standards

Engineering reports shall be prepared, stamped, and dated by a New York State licensed Professional Engineer and developed in accordance with the following standards whenever practicable and as appropriate:

1. Recommended Standards for Water Works, Latest Edition - Policies for the Review, and Approval of Plans and Specifications for Public Water Supplies (commonly known as the 10 States Standards)
2. New York Codes, Rules and Regulations, Title 10, Part 5, Subpart 5-1
3. Applicable standards (latest edition) published by the American Water Works Association
4. Table B-3 of the New York State Design Standards for Intermediate Sized Wastewater Treatment Systems (March 5, 2014) if applicable for estimating water demand

There may be components described in the applicable standards that are pertinent to a project that are not addressed in this outline. The engineer preparing the report should ensure that applicable standards are addressed during the development of the report.

If seeking assistance from these federal agencies; Department of Agriculture – Rural Development, Environmental Protection Agency, Department of Homeland Security, and Housing and Urban Development, the engineering report may need to comply with the January 16, 2013 Engineering Report Interagency Memo (Bulletin 1780-2 found online at <http://www.rd.usda.gov/publications/regulations-guidelines/bulletins/water-and-environmental>)



Drinking Water Engineering Report Outline

Engineering reports must include a Table of Contents with page numbers, and the sections outlined below.

Table of Contents:

Executive Summary	1
Project Background & History	1
1. Site Information	1
2. Ownership & Service Area	1
3. Existing Facilities	2
4. Need for Project	2
5. Capacity Development.....	3
Alternatives Analysis	3
1. Description	4
2. Cost Estimate	4
3. Non-Monetary Factors	5
Summary and Comparison of Alternatives.....	5
Recommended and Selected Alternatives.....	5
Engineering Report Certification.....	5
Smart Growth	5
Maps and Figures.....	6

Appendix A - Capacity Development Evaluation Form

Appendix B - Examples of Short-Lived Assets

Appendix C - Smart Growth Assessment Form



Executive Summary

Provide a brief description of the purpose of the report, need for the project, evaluations conducted, recommended alternative, and proposed course of action.

Project Background & History

1. Site Information

Describe the area(s) under consideration and include the following:

- Location
- Geologic conditions (soil type, depth to bedrock and groundwater, slope if significant)
- Surface water features
- Environmental resources (potentially impacted areas, aquifers, species, etc.)
- Environmental justice areas potentially impacted
- Floodplain considerations (100-year flood elevation and highest flood of record, if known)

2. Ownership & Service Area

Describe the ownership of the facilities and area(s) being served or to be served. Include details of the following:

- Publicly or Privately-owned
 - Municipal, State, Federal, Water Authority, Water Works Corporation, Homeowners Association, Water Works Transportation Corporation, Native American Reservation, Commercial, Industrial, School, Other
- Water system management
 - Water system operators (name and certification level)
- Water district boundaries (existing and proposed)
 - Projects financed through New York State need to comply with the State's Smart Growth Act and therefore care should be taken when setting the boundaries if creating new or expanding existing water districts. Large areas of vacant lands should not be included if state funding will be sought for a project. District boundaries should be set to capture residences and businesses that will be within the district. For example, instead of using tax map boundaries that may include significant areas of vacant land, district boundaries could be set at some distance from center of the right always sufficient to capture homes and businesses that will be served.
- Outside users
 - Discuss any existing/required water purchase contracts between water supplies, and/or inter-municipal/private/industrial agreements
- Nearby agricultural or industrial land use activities
- Population trends and growth
 - U.S. Census or other data (include references) for the service area for at least the past 20 years or Period of Probable Usefulness (PPU) if available
 - Discuss any planned or anticipated development
 - Projected population over next 20 years in five-year intervals
- Historical and projected water use data
 - Type of use (i.e., residential, commercial, agricultural, industrial)
 - Equivalent Dwelling Units (EDUs)
 - Average and maximum day demands, including fire flow demand



- Peak hourly flow
- Percent of unaccounted water and estimated reduction of water loss as a result of the proposed project
- Adjacent or nearest public water systems
- Community involvement (support/opposition)

3. Existing Facilities

Provide overview of major system components and include the following:

- Location and layout
 - Map, site plan and schematic layout for existing facilities and treatment processes
 - Photographs of existing facilities
- General description & history
 - Purpose of system component
 - When component was constructed, renovated, expanded, or removed from service
 - Failure history and component limitations
 - History of damage due to storm or flood impacts
- Present condition
 - Adequacy of current facilities (source, conveyance, treatment, storage, disposal and security)
 - Source capacity
 - Description of watershed
 - Ground water – total and with largest producing well out of service. Include safe yield analysis.
 - Surface water – capacity during one in fifty-year drought or extreme drought of record, include consideration of multiple year droughts. Include safe yield analysis.
 - Table of design capacity and normal and peak operating capacity for each facility component
 - Raw water and finished water quality
 - Ability to meet treatment objectives
 - Monitoring parameters
 - Sampling requirements/frequency
 - Ability to maintain system pressure and required fire flows (if applicable)
 - Type and quantity of wastes generated and disposal ability
 - Energy consumption (include energy audit results if available)
 - Suitability for continued use
- Permit conditions (e.g., Water Withdrawal Permit limits, SPDES permit requirements)

4. Need for Project

Describe the need for the project. Include maps, photographs, or schematics as it relates to:

- Health, sanitation, and/or security
 - Water quality and quantity
 - Regulations
- Aging infrastructure
 - Loss of source capacity
 - Distribution system water loss
 - System pressure
 - Treatment or storage needs



- Inefficient design
- Safety concerns
- Reasonable growth
 - Future growth needs (provide supporting calculations)
 - Adequacy of revenue to meet future growth needs
- Water, energy, and/or waste considerations (include audits, if available)
- Suitability for continued use
- Storm & flood resiliency (sea level rise, storm surge, potential for flooding impacts, or other extreme weather event)
- Compliance with local, state and federal requirements. Discuss and provide copies of the following:
 - Notices of violation
 - Consent orders
 - Judicial orders
 - EPA orders
 - Sanitary survey
- Compliance with current design standards (i.e., Recommended Standards for Water Works, latest edition)

5. Capacity Development

DOH is required to ensure that all systems receiving DWSRF assistance have adequate technical, managerial, and financial capabilities to provide safe drinking water. Systems that lack adequate capacity may be determined as ineligible by DOH to receive DWSRF assistance unless the project to be financed corrects the technical, managerial, and financial deficiencies.

- For projects funded with DWSRF assistance, complete the Capacity Development Program Evaluation Form (Appendix A)

Alternatives Analysis

Conduct a comprehensive analysis of each feasible alternative, including a no-action alternative. All projects must also evaluate the possibility to interconnect to another public water system. If the system applying for DWSRF assistance decides not to pursue a possible interconnection alternative when such alternative exists and would address the scope of the project with respect to its priority health ranking, then a detailed justification satisfactory to DOH must be provided demonstrating that the interconnection is a technically, financially, or managerially disadvantageous option.

Briefly discuss any alternatives considered that were found to be technically infeasible.

As appropriate, the following alternatives should be evaluated:

- No action
- Repair or replacement versus new construction
- Regional consolidation and/or interconnection
- Shared services or partnership opportunities
- Technically feasible alternatives

For each alternative, the analysis should include the information outlined below.



1. Description

Describe how each alternative will resolve the identified need. Present the following information for each technically feasible alternative, as appropriate:

- Proposed preliminary design, design standards, sizing, and supporting calculations
- Impact on existing facility
 - Average and peak design flows
 - Change in system pressure
 - Change in required operator certification grade
 - Potential for change in water chemistry in the distribution system as a result of changes to water source or treatment, and means of addressing such change
 - Waste generated
- Location map and/or schematic drawing
- Land requirements
 - Current ownership
 - Land to be acquired
 - Lease or access agreement
 - Easements required
- Environmental impacts & mitigation measures
 - Potential State Environmental Quality Review (SEQR) concerns such as water quality and supply, noise levels, air quality, population growth, wetlands, floodplains, and other sensitive areas
 - Potential impacts (both positive and negative) on environmental justice areas
- Construction and site considerations
 - Subsurface rock
 - High water table
 - Access limitations
 - Flood prone areas
 - Availability of utility and communication infrastructure
- Permit requirements (new/proposed and existing)
- Identify the water & energy efficiency measures used in each alternative
 - Efficient water use, reuse, conservation, and energy efficient design, and/or renewable generation of energy
- Storm & flood resiliency (sea level rise, storm surge, potential for flooding impacts, or other extreme weather events)
- Schedule and constructability

2. Cost Estimate

Provide cost estimates for each alternative, including a breakdown of the following:

- Total project cost showing itemized construction, non-construction & contingency costs
 - Non-construction may include land/easement acquisition, legal, engineering, construction management, fiscal advisor, grant/loan administrator, etc.
- Annual operation and maintenance (O&M) costs (existing and proposed) considering the following:
 - Personnel
 - Administration
 - Water purchase
 - Waste treatment/disposal costs
 - Insurance
 - Energy cost (fuel or electric)



- Process chemical, monitoring & testing
- Short-lived asset maintenance and replacement (see Appendix B - Examples of Short-Lived Assets)
- Professional services
- Annual debt service resulting from each alternative

3. Non-Monetary Factors

Include discussion of all relevant non-monetary factors such as increased recreational opportunities, increased local employment, aesthetics, improved habitat, reduced carbon footprint, climate resiliency, standardization, personnel impacts, permit issues, or community objections.

Summary and Comparison of Alternatives

Provide a summary table of all feasible alternatives identifying any major differences, pros and cons, non-monetary factors, and costs.

- Provide a summary life cycle cost analysis for all technically feasible alternatives. A comprehensive life cycle cost analysis may be warranted for projects involving new infrastructure technologies. This analysis should convert capital, O&M, short-term assets, and salvage costs to present worth values. State the time period and the interest rate used in the evaluation.

Recommended and Selected Alternatives

Identify the recommended alternatives for consideration if more than one and the selected alternative including:

- Basis of selection
- Cost estimate
- Project schedule (including submittal of plans and specification, advertisement for bid, contract award, initiation of construction, substantial completion, final completion, startup)
- Next steps (including special studies, pilot tests, special coordination, community engagement)

Engineering Report Certification

All engineering reports must be signed and sealed by a professional engineer licensed to practice engineering in the state of New York.

Smart Growth

All projects funded through EFC must comply with the New York State Smart Growth Public Infrastructure Policy Act to the extent practicable. Provide a completed and signed Smart Growth Assessment form (Appendix C). A copy of the form in a fillable format is available at www.efc.ny.gov/SmartGrowth



Maps and Figures

Provide a series of maps, drawings, schematics, and/or figures that provide detailed information regarding the site, the project, and its impacts. For each figure, overlay with applicable information such as municipal boundaries, water district boundaries, floodplain elevations, topography, and environmental justice Areas. Include necessary map elements including, but not limited to, a north arrow, legend, and scale. Include:

1. Overall service area
 - a. Water District or service area boundaries
 - b. Sources
 - c. Tanks
 - d. Distribution mains
 - e. Pump stations
 - f. Treatment plant(s)
2. Existing project site
 - a. Site layout/overall schematic drawing
 - b. Hydraulic profile
 - c. Process flow diagram
3. Proposed improvements for each alternative
 - a. Sources
 - b. Water Mains (Identify type of improvement: new, repair, replace, line, etc.)
 - c. Storage Tanks
 - d. Pump stations
 - e. Treatment plant site(s)
 - f. Hydraulic profile
 - g. Process flow diagram



RESOLUTION 6T



Appendix A - Capacity Development Evaluation Form



CAPACITY DEVELOPMENT PROGRAM

TECHNICAL, MANAGERIAL, AND FINANCIAL EVALUATION CRITERIA FOR: COMMUNITY PUBLIC WATER SYSTEMS

SYSTEM NAME: _____

COUNTY: _____ **PWSID #:** _____

COMPLETED BY: _____ **DATE:** _____

Technical Capacity

A. System Infrastructure

1. Does the system have as-built plans, drawings, or maps of its facilities including source, treatment, storage, and distribution?

☐

Yes

☐

No

☐

Not Applicable

If the system lacks certain plans, please specify:

2. Does the system have exact location measurements of all main valves and service shut-offs?

☐

Yes

☐

No

☐

Not Applicable

3. Can the system's pumping, storage and distribution facilities meet current normal and peak demands and required distribution pressures?

☐

Yes

☐

No

☐

Not Applicable

4. Does the system have a water conservation plan?

☐

Yes

☐

No

☐

Not Applicable

5. Are all customers on the water system metered?

☐

Yes

☐

No

☐

Not Applicable

6. Is the system equipped with "master" meters that measure the amount of water the system produces or purchases for each source of water?

☐

Yes

☐

No

☐

Not Applicable



B. Source Water Evaluation

1. Does the system have a copy of its Source Water Assessment?

☐

Yes

☐

No

☐

Not Applicable

2. Has a yield analysis been done for the system's source?

☐

Yes

☐

No

☐

Not Applicable

3. Does the system have a description of the existing source-pumping capacity and the system's raw and finished water storage capacity?

☐

Yes

☐

No

☐

Not Applicable

4. For groundwater systems, does your system have a wellhead protection program in place?

☐

Yes

☐

No

☐

Not Applicable

C. Technical Knowledge

1. Has an evaluation of the water system facilities been conducted with respect to its ability to reliably meet current and proposed State and Federal drinking water regulations?

☐

Yes

☐

No

☐

Not Applicable

If system can't meet regulations, please specify:

2. Does the system have monthly water production records or treatment records that show daily and monthly water production for each source used by the system?

☐

Yes

☐

No

☐

Not Applicable

3. Has an evaluation been conducted to document the condition and remaining service life of existing facilities?

☐

Yes

☐

No

☐

Not Applicable

4. Has the system been cited within the past two years for failing to sample and report test results?

☐

Yes

☐

No

☐

Not Applicable

5. Has the system been cited within the past two years for operating deficiencies as a result of a sanitary survey or other inspection conducted by the DOH?

☐

Yes

☐

No

☐

Not Applicable



RESOLUTION 6T



6. If you answered "Yes" to Questions 4 or 5, has corrective action been taken to correct all deficiencies?

☐

Yes

☐

No

☐

Not Applicable

D. Certified Operators

1. Does the water system have a certified water operator(s) and designated an operator in responsible charge?

☐

Yes

☐

No

2. If the water system does not have a state-certified water treatment operator, or lacks the necessary number of operators to safely and reliably operate the system, does the system have a plan to acquire the services of a (additional) state-certified operator?

☐

Yes

☐

No

☐

Not Applicable

Managerial Capacity

A. Staffing and Organization

1. What type of training/continuing education did system personnel attend within the last two years (please specify)?

2. Who is responsible for policy and operational decisions for the water system (*name and title*)?

3. Who is responsible for ensuring compliance with state regulatory requirements (*name and title*)?

4. Who is responsible for approving expenditures (*name and title*)?

5. *For systems that contract for system operation or management:* Does the system have a valid (signed) contract that summarizes the duties and responsibilities the contractor must provide to the system?

☐

Yes

☐

No

☐

Not Applicable



B. Ownership

1. *If the system is under temporary ownership, has a future owner been found for the water system?*

☐

Yes

☐

No

☐

Not Applicable

If "Yes", who will the future owner be?

2. *For systems that use, but do not own, land or facilities that are essential to water system operation: Is there a valid long-term contract (i.e., lease) between the water system and the owner of the land or facilities essential to the operation of the system?*

☐

Yes

☐

No

☐

Not Applicable

3. *For systems with a single proprietor: Does the system have a contingency plan for continuing system operation in the event the owner becomes incapable of carrying out his/her responsibilities?*

☐

Yes

☐

No

☐

Not Applicable

C. Consolidation/Restructuring

1. Has the system examined the feasibility of:
- a) Incorporating with an existing water system in the immediate proximity?

☐

Yes

☐

No

☐

Not Applicable

- b) Selling ownership to an existing water system?

☐

Yes

☐

No

☐

Not Applicable

- c) Contracting for the management or operation of the system with an existing system or satellite management/operations agency?

☐

Yes

☐

No

☐

Not Applicable

D. Emergency/Disaster Response Plans

1. Has the system developed an Emergency Response Plan?

☐

Yes

☐

No

☐

Not Applicable

2. Does the Emergency Response Plan:

- a) Designate responsible personnel in the event of an emergency?

☐

Yes

☐

No

☐

Not Applicable



RESOLUTION 6T



b) Provide for emergency phone and radio capabilities?

☐

Yes

☐

No

☐

Not Applicable

c) Describe public and health department notification procedures?

☐

Yes

☐

No

☐

Not Applicable

3. Does the system have any emergency contract agreements under which it operates (e.g., emergency water interconnections and alternative sources)?

☐

Yes

☐

No

☐

Not Applicable

E. Water System Policies

1. Does the system have a *written* System Operations Manual or Policy?

☐

Yes

☐

No

☐

Not Applicable

F. Record Keeping

1. Does the system keep water utility records including: financial, regulatory, facility, operations and maintenance, data quality, Annual Water Quality Reports, and correspondence with the NYS Department of Health and/or local Health Departments (and where appropriate, the NYSPSC)?

☐

Yes

☐

No

☐

Not Applicable

Financial Capacity

A. Budget Projection – Revenues and Expenses

1. Does the system have a water budget?

☐

Yes

☐

No

☐

Not Applicable

2. Are the system's annual water revenues sufficient to cover the annual water expenses as well as anticipated capital improvements?

☐

Yes

☐

No

☐

Not Applicable

3. Are the system's water rates, when combined with other revenue sources, sufficient to cover all listed expenditures for the water system?

☐

Yes

☐

No

☐

Not Applicable



RESOLUTION 6T



4. Does the system retain budget information for at least two years?

☐

Yes

☐

No

☐

Not Applicable

B. Reserves

1. Does the system have a reserve account (or funds within a reserve account) dedicated to:

- a) Financing the emergency replacement of critical facilities in the event of their failure?

☐

Yes

☐

No

☐

Not Applicable

- b) The maintenance of cash flow in the event of an unexpected funding shortfall?

☐

Yes

☐

No

☐

Not Applicable

2. If the system has a reserve account, how does it determine the amount to put into the account?

____ Fixed Amount ____ Percentage of Revenues ____ Percentage of Expenses

____ Other (please specify) _____

3. If the system has a reserve account, what type(s) of reserve account(s) does it have?

____ Operation and Maintenance ____ Capital Projects ____ Debt Service

____ Other (please specify) _____

C. Capital Improvement Plan

1. How do you finance operation and maintenance costs (Check all that apply)?

____ Rates collected from ratepayers

____ Rental fees

____ Other business revenue

____ Personal capital

____ Surcharges

____ Reserve account

____ Other (Please specify) _____

2. How did you finance your LAST major repair or improvement?

____ Commercial bank loan

____ Bonds

____ DWSRF

____ Other State or federal loan/grant program

____ Surcharge

____ Personal Capital

____ Reserve Account

____ Revenue from other business

____ Other (Please specify) _____



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3. What options do you have for financing your NEXT major repair or improvement?

____ Commercial bank loan ____ Bonds
____ DWSRF ____ Other State or federal loan/grant program
____ Surcharge ____ Personal Capital
____ Reserve Account ____ Revenue from other business
____ Other (Please specify) _____

D. Water System Rates

1. Does the water system management review user fee, user charge, or rate system at least once every two years?

☐

Yes

☐

No

☐

Not Applicable

2. What is the frequency of billing (e.g., 12, 6, or 4 times per/year)? _____ times/year

3. Where applicable, what are the system's water rates?

4. What are rates based on?

____ Capital Improvement Plan and Annual Budget

____ Annual Budget Only

____ Cash on Hand

____ Last year's expenses

____ Not sure

____ Other (Please specify _____)

5. What was the date of the last rate increase? -

END OF DOCUMENT



Appendix B- Examples of Short-Lived Assets

<u>Source Relates</u> Pumps Pump Controls Pump Motors Telemetry Intake/Well Screens Water Level Sensors Pressure Transducers	<u>Distribution System Related</u> Residential and Small Commercial Meters Meter boxes Hydrants and Blow-offs Pressure Reducing Valves Cross Connection Control Devices Altitude Valves Alarms & Telemetry Vaults, Lids and Access Hatches Security Devices and Fencing Storage Reservoir Painting/Patching
<u>Treatment Related</u> Chemical Feed Pumps Altitude Valves Valve Actuators Water Level Sensors Pressure Transducers Air Compressor and Controls Pumps Pump Controls Pump Motors Chemical Feed Pumps Granular Filter Media Membranes Field & Process Instrumentation Equipment UV Lamps Back-up Power Generator Chemical Leak Detection Equipment Flow Meters SCADA Systems	



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Appendix C - Smart Growth Assessment Form



Smart Growth Assessment Form

This form should be completed by an authorized representative of the applicant, preferably the project engineer or other design professional.¹

Section 1 – General Applicant and Project Information

Applicant:

Project No.:

Project Name:

Is project construction complete? ☐ Yes, date:

☐ No

Please provide a brief project summary in plain language including the location of the area the project serves:

Section 2 – Screening Questions

A. Prior Approvals

1. Has the project been previously approved for Environmental Facilities Corporation (EFC) financial assistance? ☐ Yes ☐ No
2. If yes to A(1), what is the project number(s) for the prior approval(s)? Project No.:
3. If yes to A(1), is the scope of the previously-approved project substantially the same as the current project? ☐ Yes ☐ No

If your responses to A(1) and A(3) are both yes, please proceed to Section 5, Signature.

B. New or Expanded Infrastructure

1. Does the project involve the construction or reconstruction of new or expanded infrastructure? ☐ Yes ☐ No

Examples of new or expanded infrastructure include, but are not limited to:

- (i) The addition of new wastewater collection/new water mains or a new wastewater treatment system/water treatment plant where none existed previously;
- (ii) An increase of the State Pollutant Discharge Elimination System (SPDES) permitted flow capacity for an existing wastewater treatment system; and OR

¹ If project construction is complete and the project was not previously financed through EFC, an authorized municipal representative may complete and sign this assessment.



- (iii) An increase of the permitted water withdrawal or the permitted flow capacity for the water treatment system such that a Department of Environmental Conservation (DEC) water withdrawal permit will need to be obtained or modified, or result in the Department of Health (DOH) approving an increase in the capacity of the water treatment plant.

If your response to B(1) is no, please proceed to Section 5, Signature.

Section 3 –Smart Growth Criteria

Your project must be consistent will all relevant Smart Growth criteria. For each question below please provide a response and explanation.

1. Does the project use, maintain, or improve existing infrastructure?
☐ Yes ☐ No

Explain your response:

2. Is the project located in a (1) municipal center, (2) area adjacent to a municipal center, or (3) area designated as a future municipal center, as such terms are defined herein (please select one response)?

- ☐ Yes, my project is located in a municipal center, which is an area of concentrated and mixed land uses that serves as a center for various activities, including but not limited to: central business districts, main streets, downtown areas, brownfield opportunity areas (see www.dos.ny.gov for more information), downtown areas of local waterfront revitalization program areas (see www.dos.ny.gov for more information), areas of transit-oriented development, environmental justice areas (see www.dec.ny.gov/public/899.html for more information), and hardship areas (projects that primarily serve census tracts or block numbering areas with a poverty rate of at least twenty percent according to the latest census data).
- ☐ Yes, my project is located in an area adjacent to a municipal center which has clearly defined borders, is designated for concentrated development in the future in a municipal or regional comprehensive plan, and exhibits strong land use, transportation, infrastructure, and economic connections to an existing municipal center.
- ☐ Yes, my project is located in an area designated as a future municipal center in a municipal or comprehensive plan and is appropriately zoned in a municipal zoning ordinance
- ☐ No, my project is not located in a (1) municipal center, (2) area adjacent to a municipal center, or (3) area designated as a future municipal center.

Explain your response and reference any applicable plans:



3. Is the project located in a developed area or an area designated for concentrated infill development in a municipally-approved comprehensive land use plan, local waterfront revitalization plan, and/or brownfield opportunity area plan?

☐Yes ☐No

Explain your response and reference any applicable plans:

4. Does the project protect, preserve, and enhance the State's resources, including surface and groundwater, agricultural land, forests, air quality, recreation and open space, scenic areas, and significant historic and archaeological resources?

☐Yes ☐No

Explain your response:

5. Does the project foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development, and the integration of all income and age groups?

☐Yes ☐No

Explain your response:

6. Does the project provide mobility through transportation choices including improved public transportation and reduced automobile dependency?

☐Yes ☐No ☐N/A

Explain your response:

7. Does the project involve coordination between State and local government, intermunicipal planning, or regional planning?

☐Yes ☐No

Explain your response and reference any applicable plans:



8. Does the project involve community-based planning and collaboration?

☐Yes ☐No

Explain your response and reference any applicable plans:

9. Does the project support predictability in building and land use codes?

☐Yes ☐No ☐N/A

Explain your response:

10. Does the project promote sustainability by adopting measures such as green infrastructure techniques, decentralized infrastructure techniques, or energy efficiency measures?

☐Yes ☐No

Explain your response and reference any applicable plans:

11. Does the project mitigate future physical climate risk due to sea-level rise, storm surges, and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data, if applicable?

☐Yes ☐No

Explain your response and reference any applicable plans:

Section 4 – Miscellaneous

1. Is the project expressly required by a court or administrative consent order? ☐ Yes ☐ No

If yes, and you have not previously provided the applicable order to EFC/DOH, please submit it with this form.

Section 5 – Signature

By signing below, you agree that you are authorized to act on behalf of the applicant and that the information contained in this Smart Growth Assessment is true, correct and complete to the best of your knowledge and belief.

Applicant:	Phone Number:
Name and Title of Signatory:	
Signature:	Date:



RESOLUTION 6U



COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT

BETWEEN THE COUNTY OF NASSAU
AND

CITY OF GLEN COVE

AND

CITY OF GLEN COVE COMMUNITY DEVELOPMENT AGENCY

AMENDMENT NO. ONE

THIS AGREEMENT, dated as of _____ (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the “Agreement”), entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting on behalf of the Nassau County Office of Community Development having its principal office at 1 West St., Suite 365, Mineola, NY 11501 (the “OCD”), and (ii) the **City of Glen Cove**, a municipal corporation duly formed under the laws of the State of New York, (the “Subrecipient”), acting through its Mayor, having its office at 9 Glen Street, 3rd Floor, Glen Cove, New York 11542, and it’s agent, (iii) **The City of Glen Cove Community Development Agency**, a corporation duly formed under the laws of the State of New York and having its principal place of business at 9 Glen Street, Glen Cove, New York 11542 (the “CDA”).

WITNESSETH:

WHEREAS, the County has applied for and received Community Development Block Grant (hereinafter referred to as “CDBG”) funds from the United States Government under Title I of the Housing and Community Development Act of 1974 (the “CDBG Program”); and

WHEREAS, pursuant to County contract number CQHI19000022 between the County and the **City of Glen Cove**, executed on behalf of the County on December 9, 2019 (the “Original Agreement”), the Subrecipient performs certain activities for the County in connection with Community Development Block Grant Program, which activities are more fully described in the Original Agreement (see the “Activities”);

WHEREAS, the term of the Original Agreement was from September 1, 2019 and terminate on August 31, 2023 (the “Original Term”);

WHEREAS, the maximum amount that the County agreed to grant the Subrecipient for Activities under the Original Agreement and Amendment No. One is Four Hundred Fifteen Thousand Dollars (\$415,000.00) (the “maximum Amount”); and

WHEREAS, the County and the Subrecipient desire to amend the Exhibit A to add one new activity



RESOLUTION 6U



“PF&I: Recreational Center Upgrades,” “PF&I: Prybill Beach Fishing Pier ” in order to undertake eligible community development activities.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this as reflected in the Amended Exhibit A, attached hereto.

1. Budget. The budget referred to in **Exhibit A** annexed to the Original Agreement and any amendment thereafter is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the “Amended Budget”), which adds additional Activities and scopes of services.

2. Compliance With Law. Section 8 of the Original Agreement is hereby amended to add the following subsections:

(c) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Subrecipient shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a “County Representative”), including members of a County Representative’s immediate family, in connection with the performance by such County Representative of duties involving transactions with the Subrecipient on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Subrecipient shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(d) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Subrecipient has disclosed as part of its response to the County’s Business History Form, or other disclosure form(s), any and all instances where the Subrecipient employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Subrecipient shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

3. Payment Terms. Amounts paid by the County to the Subrecipient under the Amendment shall be on a reimbursement basis in accordance with the Original Agreement and shall not in the aggregate exceed the Maximum Amount.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment, including the Amended **Exhibit A**, shall remain in full force and effect and govern the relationship of the parties for the remaining term.

5. Executory Clause. Notwithstanding any other provision of this Amendment:



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(a) Approval and Execution. The County shall have no liability under the Original Agreement or this Amendment (including any extension or other modification of this Amendment) to any Person unless (i) all relevant and required County approvals have been obtained, including, if required approval by the County Legislature, and (ii) this Amendment has been executed by the County Executive (as defined in this Amendment) or the Chief Deputy County Executive.

(b) Availability of Funds. The County shall have no liability under the Original Agreement or this Amendment (including any extension or other modification of this Amendment) to any Person beyond funds appropriated or otherwise lawfully available for the Amendment, and, if any portion of the funds for this Amendment are from the State and/or Federal Governments, then beyond funds available to the County from the State and/or Federal Governments.



RESOLUTION 6U



IN WITNESS WHEREOF, the Subrecipient and the County have executed this Agreement as of the date first above written.

CITY OF GLEN COVE

By: _____

Name: Tim Tenke

Title: Mayor

Date: _____

CITY OF GLEN COVE CDA

By: _____

Name: Ann S. Fangmann, AICP

Title: Executive Director

Date: _____

NASSAU COUNTY

By: _____

Name:

Title:

Date: _____

PLEASE EXECUTE IN BLUE INK



PLEASE EXECUTE IN BLUE INK

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

On the ___ day of _____ in the year **20__** before me personally came **Tim Tenke** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **Mayor of the City of Glen Cove**, the municipal corporation described herein, and which executed the above instrument; and that he signed his name thereto by authority of the Board of Trustees.

NOTARY PUBLIC

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

On the ____ day of _____ in the year 20 before me personally came **Ann S. Fangmann,** to me personally known, who, being by me duly sworn, did depose and say she resides in the County of Nassau; that she is the **Executive Director of the City of Glen Cove Community Development Agency,** the public benefit corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto pursuant to a resolution adopted by the members of the City of Glen Cove Community Development Agency.

NOTARY PUBLIC

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

On the ____ day of _____ in the year 20____ before me personally
came _____ to me personally known, who, being by me duly sworn, did depose
and say that he/she resides in the County of Nassau; that he/she is the
_____ of the County of Nassau, the municipal corporation described herein
and which executed the above instrument; and that he/she signed his/her name thereto pursuant to Section
205 of the County Government Law of Nassau County.

NOTARY PUBLIC



RESOLUTION 6U



Exhibit A

Amendment # 1 Budget

The total budget under this contract is Four Hundred and Fifteen Thousand Dollars (\$415,000)

GC45-01	Administration	Funding to be used for salaries and benefits of CDA Agency staff, office supplies, and other related administrative expenses associated with project delivery costs of program staff to administer both municipal and public service agency programs on behalf of the City of Glen Cove. Funds will also be used for general program management, oversight, coordination, monitoring, and evaluation costs in carrying out the Community Development Block Grant Program.	\$58,000.00
GC45-02	Commercial Rehabilitation	Funds to be used to continue the Commercial Rehabilitation Program to include potential renovation of storefronts in the Downtown Central Business District, Garvies Point Urban Renewal Area and areas in the Brownfield Opportunity Area located along Sea Cliff Avenue and Cedar Swamp Road. The program is a matching grant. Funds may also be used for architectural services including feasibility, design, and oversight of projects and purchase and installation of signage, lighting, awnings and building materials such as windows and doors. The agency will continue its Sign Program and will reimburse an approved, eligible sign up to \$1,500.00 (not to exceed 50% of the total cost of the sign). The sign program is available to all businesses with a DUNS number in eligible census tract areas. Funding request includes salaries, benefits, expenses and project delivery costs of program staff. Approximately 2 businesses will be assisted.	\$40,000.00



RESOLUTION 6U



GC45-03	Disposition	<p>The Glen Cove CDA, acting as agent for the City of Glen Cove, anticipates disposition activities in the area known as The Orchard located in the Brownfield Opportunity Area (BOA) with respect to the Coles School property as well as a parcel of land owned by the City on Capobianco Street. In addition, a parcel currently housing the Glen Cove Child Day Care Center located on One Arterial Highway in the BOA study area is also being considered for disposition activities with relocation of the daycare in accordance with recommendations made in the DOS funded Step 3 BOA implementation phase of the Brownfield Opportunity Area (BOA) grant for the Orchard Neighborhood and the Sea Cliff Avenue Industrial Area. The Implementation Phase will carry out opportunities identified for economic development such as green space, transportation analysis, community uses, as well as transit-oriented development. Disposition of these parcels will remove blight and provide economic development. Tiegerman Schools has expressed interest in purchasing the front portion of the Coles School property to be utilized as a new location for their Middle School Program (Grades 6-9) for students with developmental disabilities. The total capacity of the Middle School Program is 156 students with approximately 75 staff members and students transported by mini bus to the school. The City would retain the rear portion of the property for community beneficial use, with continued analysis of alternatives ongoing as part of the BOA.</p> <p>The CDA also anticipates disposition activities at the south side of Glen Cove Creek at the former incinerator site which was demolished in 2017. This property, which includes a waste transfer station and compost pile still in use, is being evaluated for disposition and re-use under a NYSDOS EPF grant for additional recreational uses to compliment the adjacent 19-acre Maccarone Stadium and add</p>	\$60,000.00
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RESOLUTION 6U



		amenities including .6 miles of new public waterfront access, pathways, landscaping, parking, and signage to meet the needs of our residents. Disposition activities shall include, but not be limited to, survey work, title work, market study/research, legal fees, environmental assessments, and appraisals and other professional consultant fees. Requested funding includes salaries, benefits, expenses and project delivery costs of program staff.	
GC45-04	Acquisition Spot Blight	The Glen Cove CDA, acting as agent for the City of Glen Cove, anticipates acquisition activities in the Orchard Brownfield Opportunity Area (BOA) – including parcels along Capobianco Street - that will eliminate slum/blight and make way for prospective affordable housing projects to improve quality of life, eliminate code violations and foster transit-oriented development. The CDA is also evaluating options for the acquisition of 99 Glen Street, a blighted vacant property in the City’s Downtown Business District, which may include commercial/retail space, offices and/or housing. Requested funding includes title search, surveys, appraisals, professional consultant fees as well as salaries, benefits, expenses and project delivery costs of program staff.	\$45,000.00
GC45-05	Residential Rehabilitation - Single Family	The City will continue its residential rehabilitation program for seniors age 60+ and/or disabled-, low-, and moderate-income homeowners, to eliminate code violations and make other needed improvements to their homes. Projects are subject to a five-year, interest free forgivable Recapture Note and Mortgage. This note stipulates that if the homeowner sells the property within five years, the funds allocated to the project will be recaptured with applicable reductions on annual basis. Funding request includes salaries, benefits, expenses, and project delivery costs of program staff. Approximately two (2) homes will be rehabilitated.	\$32,000.00



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GC45-06A	PF&I – Pedestrian Improvements & ADA Downtown	<p>The City of Glen Cove is continuing a comprehensive effort to provide better pedestrian infrastructure in the Downtown and other highly trafficked areas in the City to meet ADA requirements and evaluate crosswalks for upgrades such as stamped concrete, thermoplastic markings, colored asphalt and other potential treatments/options. Signage and other related infrastructure such as sidewalks or speed bumps and LED lighting fixtures may also be evaluated and implemented. This project will have wide-ranging community benefits, including safer and more accessible streets for all users, especially for the City's senior and youth populations.</p> <p>PEDESTRIAN IMPROVEMENTS IN THE DOWNTOWN:</p> <ul style="list-style-type: none">• The Downtown includes the City's Senior Center and Youth Bureau, City Hall, senior assisted living complexes, and mixed-use retail/commercial/housing. The Downtown also includes two public parking garages (Brewster Street and Pulaski Street) with inoperable elevators that require evaluation. Pedestrian improvements in the downtown will be an area benefit focusing on handicap accessibility and increased visibility. Requested funding includes professional consultant fees and construction costs to get the elevators operational and LED lighting fixtures. Funding request will also be used toward staff salaries, benefits, expenses and project delivery costs of program staff.	\$60,000.00
GC45-06B	PF&I – Parking Improvements	Funds to be used for a City owned parking lot on Capobianco Street in the Orchard Neighborhood requires reconfiguration, as recommended in the BOA Step III Implementation Strategy for the Orchard Neighborhood & Sea Cliff Avenue Corridor. This parking lot project includes striping and the incorporation of green infrastructure drainage improvements. Funding request includes	\$40,000.00



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		professional consultant fees and construction costs consisting of paving, LED lighting, striping and/or plantings for the parking lot; engineering support services, such as preliminary and detailed design, utility and right-of-way evaluations, bid support, construction and construction management/ inspection; staff salaries, benefits, expenses and project delivery costs of program staff.	
GC45-06C	PF&I Opportunity Area Wayfinding Signage	Funds to be used to way-finding signage: Shore Road is on the City's municipal border and connects Sea Cliff to Glen Cove Avenue and the waterfront. Wayfinding Signage along this road will help pedestrians and motorists to access ball fields, parks and waterfront activities along the south side of Glen Cove Creek and the connectivity from the Western Gateway area and Glen Cove's Downtown. Funding request includes wayfinding signage, staff salaries, benefits, expenses and project delivery costs of program staff.	\$12,151.00
GC45-06D	PF&I – Boys & Girls Club Handicap Improvements	Handicap ramp at Glen Cove Boys & Girls Club. Glen Cove Boys & Girls Club serves over 600 youth and teens within its afterschool and summer program. They offer a variety of well-rounded, carefully designed and nationally corroborated curriculum and initiatives, all of which continue to bring about measurable changes in the lives of our members. The gymnasium within the facility is the biggest attraction for Glen Cove youth, families, and the community. Many of the club members and surrounding community residents come from low/moderate income households and for many the Club is a secure place to go to after school to participate in different activities and sports with friends, keeping them engaged and off the streets. Not only do current members utilize the lower level/gymnasium but so do many alumni and community groups. The club continues to host various events and fundraisers in our gymnasium such as their Annual Thanksgiving Dinner in this space, now going on its 19th year, attracting	\$11,000.00



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		<p>upwards of 450 people from the community. The dinner is sponsored by the support of local businesses and agencies. Another major focus of the Clubs responsibility is to serve as an official polling place for the City of Glen Cove, where voting takes place in the lower level. The Club opens its doors to local team leagues such as LI-Kick, Junior Leagues and Big Brothers Big Sisters, the Glen Cove Senior Center, and the TIEGERMAN School (formerly School for Language & Communication Development). The gym is also open to the staff of Northwell Health at Glen Cove Hospital to participate in various sporting events against the Club's members and staff. The gym is utilized in collaboration with our first responders, Glen Cove Volunteer Fire Department and Glen Cove Police Department through Club-wide member events such as Fire Prevention and Safety Week. All of these events and collaborative efforts are very popular to those within Glen Cove and the surrounding communities. A wheelchair accessible entry to the gymnasium with curb cut in parking lot will not only validate a commitment to our kids and the Club but will reinforce our dedication to the community. Funding request is to install a handicap ramp and curb cut from the Boys & Girls Club parking lot to the gymnasium entrance.</p>	
GC45-06E	PF&I - Prybil Beach Fishing Pier	<p>Funds to be used to renovate Pryibil Beach Fishing Pier by replacing the pier piling and replace the deck and rail. This is Glen Cove's primary public beach and is located on Eastland Drive in Glen Cove. Pryibil Beach has the only fishing pier in the City and is visited by thousands of residents of all ages and backgrounds each year. The beach entry is free of charge with only a nominal fee for a resident parking permit that is waived for low-income residents. The public service agencies that service low/moderate income residents and seniors (e.g., Child Day Care Center, Boys & Girls Club, Youth Bureau, Senior Center) who serve low/moderate</p>	\$6,849.00



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	<p>income families of Glen Cove enjoy this free public amenity through seasonal field trips. The Mayor hosts the City's Snapper Derby which attracts hundreds of youth each year and is a very popular event. The fishing pier at Pryibil Beach is open to residents of the City of Glen Cove at no charge. An annual City of Glen Cove fishing permit, obtained by showing proof of residency to the Parks & Recreation Dept., is required. A New York State Saltwater Fishing license is also required as the DEC does spot-check to ensure that catch size regulations are being followed. Users of the pier range from aspiring young anglers to resident senior citizens. Groups that use the pier on a regular basis include members of the Glen Cove Anglers Club and Matinecock Rod & Gun Club. The Glen Cove Senior Center sponsors group outings for their members to fish on the pier during the warm-weather months. The City of The Glen Cove Anglers Club also holds the annual Mayor's Snapper Derby, which is sponsored by the Glen Cove Parks & Recreation Dept and a host of local businesses. The pier is in a state of disrepair and potentially a hazardous condition. Improvements to the fishing pier will ensure the safety of all residents to use this free public amenity and the continuation of public events held at the pier on an annual basis. Funding request includes professional consultant fees to perform pier inspection of existing piles (underwater and exposed) as well as decking and railing on the popular pier. In addition, funding will incorporate preparation of plans and specifications for competitive bidding and bid phase services. The City anticipates funding construction of the project. Funding will also include staff salaries, benefits, expenses and project delivery costs of program staff. All city residents will benefit from this activity.</p>	
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RESOLUTION 6U



GC45-07A	PS - Glen Cove Boys and Girls Club @ Lincoln House - Summer Brain Gain	Summer Brain Gain is designed to enhance and reinforce literacy skills during the summer months in a fun, interactive learning program. This project-based learning is the guiding instructional approach for the Summer Brain gain curriculum incorporating five core program areas from Boys and Girls Clubs of America: Character and Leadership Development, Health and Life Skills, The Arts, Education and Career Development, Sports/Fitness/Recreation. The program will be offered to grades 1st through 8th during the summer program that runs from July through August, Monday through Friday 8:30AM to 5:30PM. Beneficiaries: 180 Youth. Funding will be used to offset the cost of educational based field trips (6 trips) to Aquarium, Zoo/Game Farm, Science Boat Excursions/Nature Walk, American Airpower Museum, Vanderbilt Museum/Planetarium, IMAX movies.	\$8,500.00
GC45-07B	PS - Glen Cove Senior Center Project Beacon	Expansion of Project Beacon – essential component of the vital services offered at the Glen Cove Senior Center to meet the rising needs of the senior population served. Membership is currently 1,800 and with an average new member enrollment rate of 18 people per month, they anticipate that the needs of this population will continue to expand. The continued slow growth of the economy coupled with seniors living longer and ongoing cuts to social service programs makes Project Beacon a very important program to continue community outreach with special emphasis on homebound seniors with innovative programming and support from community partnerships. The goal is to address issues such as housing, health challenges, financial and emotional need, counseling, referrals, information, education, and case assistance to those in need. Having a full-time social worker on staff provides the seniors with an advocate to help them navigate economic, psychological, and social issues as well as health care and housing which is crucial to	\$9,000.00



RESOLUTION 6U



		<p>the well-being of the senior population.</p> <p>Beneficiaries: Of the 1800 membership, the Senior Center anticipates 400 referrals in which estimated 260 clients will receive direct services through the program. The request for funding is to pay the salary of the social worker.</p>	
GC45-07C	PS - SAFE: Community Based Mental Health Counseling Program	<p>Expansion of the Community Walk-In Program to continue to address increasing community needs. The community at large continues to experience stressors such as unemployment, homelessness, addiction, and its related consequences. The number of referrals is growing since the closure of NS Hospital Behavioral Health Sciences Program in 2012. The Community Walk In service is needed to address a myriad of community-based issues to assist referrals with their feelings of hopelessness, depression, and frustration due to the economy, compounded by the shortage of community based chemical dependency and mental health services in the City. The evaluation and referral process is lengthy compounded by the additional time required by SAFE's Mental Health Counselor to find appropriate services outside the City.</p> <p>Anticipated Beneficiaries: 120 clients. Funding request consists of mental health counselor salary, supplies, and program materials.</p>	\$8,500.00
GC45-07D	PS - GC Child Day Care Center – Obesity Prevention	<p>Glen Cove Child Day Care Center will be reinstating the Healthy Hearts Program which was founded in 2015. The Healthy Hearts Program was initialized to emphasize a healthy lifestyle for the children and families of the center. To help improve the lives of these children, the Healthy Hearts Program supplies children and families with weekly and monthly programs to promote and educate families on exercise, nutrition and living a healthy lifestyle. During the 2017/18 program year, 34.44% of children in our program were found to be overweight/obese which identifies the continued</p>	\$7,000.00



RESOLUTION 6U



		<p>need of program implementation. The goal of the Healthy Hearts Program for 2018-19 is to continue to promote healthy living for children and families and give them the tools and education to make healthy lifestyle changes. An added goal to the 2018/19 program year is to introduce hands on cooking activities to the children. Each month, a special meal/snack will be highlighted for the children to cook and eat. Parents will be invited to each special meal day.</p> <p>Program events include:</p> <ul style="list-style-type: none"> • Eat Well Play Hard – a 6-week program sponsored by Nassau County Child Care Council of NYS Department of Health designed to reduce the risk of diabetes, heart attack, high blood pressure. This workshop is for children during the day and their families • Cornell Cooperative Extension Nutrition Program with 6-8 nutrition education lessons being conducted at the Glen Cove Child Daycare Center. • Physical Activity Workshops such as Soccer Shots, Wood Kingdom Healthy Thanksgiving, Fun Bus, Dance Studio, Yoga, Bounce U, Martial Arts and Fitness, Grow a Garden. <p>Beneficiaries: 600+ participants in which 51% are low/mod income will benefit from the program. Request for funding includes cost of program events and program classes as outlined above and supplies/materials.</p>	
GC45-07E	PS - Glen Cove Youth Bureau - Summer Youth Job Employment Program	<p><u>SYEP Job Training and Internship Program</u></p> <p>Job Training of soft, transferrable skills to occur during months of March-June with competitive interviews to follow for Summer paid internships with City Departments and businesses for 15, 16–18-year-old City residents. Recruitment will open January of said year through paper and social media outlets, and in person recruitment at local high school. Guest presenters and mock interviewers will be business professional volunteers. Trainings to be completed:</p> <ul style="list-style-type: none"> • Time Management & Goal Setting • Work Ethics & Etiquettes • Transferable Skills & DiSC training • OPTIONAL offering: Fitness Week • Tell Me about You Speech/Public Speaking 	\$8,000.00



RESOLUTION 6U



		<ul style="list-style-type: none"> • Resume Writing Workshop, Power of the Cover Letter • Dress for Success • Mastering the Interview <p>Beneficiaries:</p> <ul style="list-style-type: none"> • 20 youth to begin training • 15 youth to complete 20 hours of pre-placement training • successfully obtain internships • 10 youth to be placed with for profit businesses • 5 youth to be placed with City departments • 15 youth to complete 20 hours of community service <p>Funding is for salaries and program materials of summer youth employment participants.</p>	
GC45-07F	PS – LaFuerza Homeless Prevention	<p>Homeless Prevention Counseling: The focus of this program is to provide one on one education and counseling to tenants needing a lot of assistance especially those that are not so proficient with the English language. We present a balanced approach between rights and responsibilities and we offer tools to deal with new and existing landlords, lease interpretation and terms, occupancy and property care, payments and receipts, renewals and increases, etc. Our education effort goes beyond the individual tenant related issues bringing the participants to understand and accept their role and importance in their neighborhood and become familiar with community issues, school system, social interaction and city's services. Besides the education and counseling sessions, we will serve walk-in clients with specific services such as eviction prevention, relocation assistance and homelessness diversion. We plan to provide these services to 30 individuals. The housing counselor in charge of providing these services has over 20 years of counseling experience working for our agency. In general, we serve walk-in clients seeking help but referrals from other agency programs are welcomed.</p> <p>The following services will be provided:</p> <p>1) Tenant education (10 clients): Again, education was the main thrust of our housing intervention. Tenants need a lot of assistance especially those that are not so fluent in their native language. At the one</p>	\$4,000.00



RESOLUTION 6U



	<p>on one sessions, we present a balanced approach between rights and responsibilities and we offer tools to deal with new and existing landlords, lease interpretation and terms, occupancy and property care, payments and receipts, renewals and increases, etc.</p> <p>Our education effort goes beyond the individual tenant related issues bringing the participants to understand and accept their role and importance in their neighborhood and become familiar with community issues, school system, social interaction and city's services.</p> <p>2) Eviction prevention: (10 families). Our focus was to disseminate enough information and provide direct assistance to individuals in order to avoid possibilities of entering into eviction situations. Family budgets are discussed and a plan for savings is developed in order that those families are able to control their finances. They are advised to start looking for alternative living quarters before they reach the level of being evicted. It is anticipated that we will serve 10 eviction prevention cases.</p> <p>3) Relocation assistance: (5 families). Head of households having problems with the places and the landlords where they live are assisted finding alternate places within their neighborhoods. Where applicable they are referred to section 8 or to the Public Housing Authority.</p> <p>4) Homelessness Diversion: (5 individuals). Based on the partnership of La Fuerza's New Frontier Opportunity Program –Day Workers Program-and street corners recruitment with the North Shore Shelter, we are able to assist individuals with the proper education, skills training, counseling, job placement, drug and alcohol rehabilitation and referrals, search for places where they can live, and in general good health habits and positive outlook in life. If unable to provide the services, we refer clients to other social agencies.</p> <p>Beneficiaries: Homeless prevention counseling services to 30 individuals.</p> <p>Funding request is to pay the salary of the counselor.</p>	
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RESOLUTION 6U



GC45-07G	PS - GC Economic Opportunity Council	<p>The Glen Cove EOC is creating a STEM program that focuses on coding/programming. As children are our future and the technology is changing rapidly, we are creating this program to help the youth that resides in the low-income community of Glen Cove learn computer coding, a form of technology that is shaping the world.</p> <p>Phase 1 of the program - The youth will learn Computer Literacy during which each participant will learn how to use the computers and related technology efficiently.</p> <p>Phase 2 of the program – Each participant will learn how to create mobile applications which will help them to learn a skill that they can take to the job force and also learn to create their own business ventures.</p> <p>Expected Outcomes of the program:</p> <ul style="list-style-type: none"> • Understand the use of computers • Learn or enhance their ability to type on the computer and do web-search • Enhance creativity • Enhance problem solving skills • Improve academic improvement • Improve communication skills • Engage their curiosity and teach them the fundamentals through exploration and play <p>Beneficiaries: 30 participants, ages 6-13 will participate in this program during the summer for 8 weeks at Landing Elementary School. Funding to purchase iPad/laptops, coding games, subscription box, and staff salary of computer/coding instructor.</p>	\$4,000.00
GC Total			\$415,000.00

Additional Provisions:

- 1) In the event of any conflict between the Agreement and **Exhibit A**, the provisions of **Exhibit A** will control.
- 2) Whereas the expenditure of these federal funds varies per project and based upon federal eligibility requirements making certain provisions of this Agreement inapplicable to one project but applicable to another project; OCD, in its sole discretion, can waive any requirements of the Subrecipient under this Agreement. Provided however, that such a



RESOLUTION 6U



waiver is not in violation of Federal and/or Nassau County requirements, program regulations and/or applicable laws. Said waiver can be granted only by the Executive Director/Director of OCD and is intended to maximize the efficiency of the programs.

- 3) The Subrecipient shall ensure that any contract entered into with another party/third party as a result of this Agreement and/or to assist in the completion of the Activities under this Agreement are bound by the terms of this Agreement and all applicable laws, including but not limited to federal regulations and HUD program guidelines. The applicable federal statutes shall be listed in any applicable third party agreements and shall be strictly adhered to. Failure to comply with this provision may result in recapture of funds allocated by this Agreement. Should HUD seek repayment of funds from Nassau County as a result of the Subrecipient failure to comply with this provision, then the Subrecipient shall be responsible for repayment of those funds to the County.
- 4) All subcontracts/third party contracts must contain **Exhibit D** of this Agreement as part of their agreement.
- 5) Administrative Service Charge. In accordance with Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, the administrative service charge for this Agreement has been waived.
- 6) When publishing materials, such as signs or brochures, that concern this Agreement, the Subrecipient shall ensure recognition of the Nassau County Office of Community Development (OCD). A copy of all such materials must be forwarded to the OCD prior to publication for approval.

Timeline for completion of Activities:

In accordance with 24 CFR 570.503 (b) (1), the Subrecipient shall complete all of the Activities for which funding is being provided and as identified within this Agreement by August 31, 2023. OCD, in its sole discretion can extend the anticipated completion date in accordance with the provisions of this Agreement and HUD regulations. Such an extension shall not be unreasonably withheld by OCD.



RESOLUTION 6V



CITY OF GLEN COVE

PURCHASE REQUISITION FORM

DATE: 04/27/2021

P.O. NUMBER:

FROM DEPT: DPW Admin	FUND LINE NAME: Court Roof 2021 Court Roof 2020	SHIP TO:
	FUND LINE NUMBER: H5110-52240-2007	ATTENTION OF:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	Removal & Replacement of Existing Roof 2020	50,000.00	\$ 50,000.00
1.00	Balance from 2021 Capital	43,000.00	\$ 43,000.00
	We need a purchase order to secure pricing for materials		\$ 0.00
	material pricing to increase within the next couple of months.		\$ 0.00
			\$ 0.00

SIGNATURE OF EMPLOYEE COMPLETING FORM	RECOMMENDED	ESTIMATED TOTAL COST: \$ 93,000.00
Elizabeth Mestres <small>Digitally signed by Elizabeth Mestres Date: 2021 04 06 10:04 11 -04'00'</small>	VENDOR: Statewide Roofing Inc. 2120 Fifth Avenue Ronkonkoma, NY 11779	
DEPARTMENT HEAD SIGNATURE		ACTUAL COST:
Louis Saulino <small>Digitally signed by Louis Saulino Date: 2021 04 06 10:06:54 -04'00'</small>	CITY VENDOR #	\$ 93,000.00

*** QUOTE(S) OR RELEVANT BACKUP MUST BE ACCOMPANIED WITH THIS FORM. FAILURE TO DO THIS WILL RESULT IN NO PO# BEING GENERATED, NO EXCEPTIONS!**

**PROPOSAL****Statewide Roofing, Inc.****2120 Fifth Avenue • Ronkonkoma, New York 11779****Phone: (631) 277-1610 • Fax: (631) 676-2050**

Proposal Submitted To Town of Glen Cove	Email vmartinez@glencoveny.gov	Date 3/22/2021
Street 9 Glen Street	Job Name City Hall New Roof	
City, State and Zip Code Glen Cove, NY 11542	Location 9 Glen Street, Glen Cove	
Attention Vincent Martinez	Phone (516) 322-4219	Description New Roof Install (See Photo #1)

As per your request Statewide Roofing has visited the above referenced site in pursuit of a cost estimate to install a new roof at 9 Glen Street. (See photo #1)

Statewide Roofing, Inc. will furnish all necessary labor, material, equipment, safety equipment and insurance to complete the following work scope:

1. Statewide using a crane will load and off load all debris, equipment and supplies to safely complete the work scope.

NOTE: Owner to make all necessary arrangements to provide Statewide an area to have a crane and dumpster in the street in front of the building.

2. Statewide will remove all the existing roofs (4 in total) down to the existing wood deck. Statewide price includes up to 224 SF of deck replacement. If more is needed, we will notify the owner accordingly and a unit price of \$8.00 / SF will be added to the base bid.
3. Statewide will remove the existing terra cotta coping stones on the north side of the building and dispose of as general construction debris. (See photo #2)
4. Statewide will install new wood blocking as per industry standards, where the terra cotta stones were removed to accept the new metal gravel stop that will be installed.
5. Statewide will install new 2.0" secure shield composite insulation attached to the existing wood deck using 3" galvanized plates and heavy-duty screws as per manufacturer's specifications.
6. Statewide will install a new .060 black EPDM fully adhered roof system over the new roof insulation using cav grip adhesive as per manufacturer's specifications.
7. There are two existing roof drains there now. If I can use the 2" drain that drains out the side of the building I will. If not we will deck that over and I will install one new 4" retro fit roof drain at the existing 4" roof drain location. (See photo's #3 & #4)



Statewide Roofing, Inc.

SPECIFICATIONS

8. Statewide will install new tapered crickets between the existing roof drains to remove as much ponding water as possible.
9. There is an existing roof hatch. If it's not being used, we will remove and deck over. If it's still being used, we will install a new aluminum roof hatch as per industry standards.
10. Statewide will flash all walls, units, pitch pockets and roof drains as per manufacturer's specifications.
11. Statewide will install a new anchor-tite fascia system with a galvanized anchor bar on the perimeter edge of the building where we removed the terra cotta coping stones and installed the new wood blocking as per manufacturer's specifications. Color to be chosen by the owner from a standard color chart.
12. Statewide will demobilize and clean up job site upon completion of the work scope.
13. Statewide will meet with the manufacturer upon completion of the work scope for a roof inspection and provide the owner with a 20-Year Manufacturer's Warranty upon completion of the roof inspections.



RESOLUTION 6V



Untitled Map

Write a description for your map.

Legend

PHOTO 1

9 Glen St

Google Earth

© 2021 Google

90 ft





RESOLUTION 6V

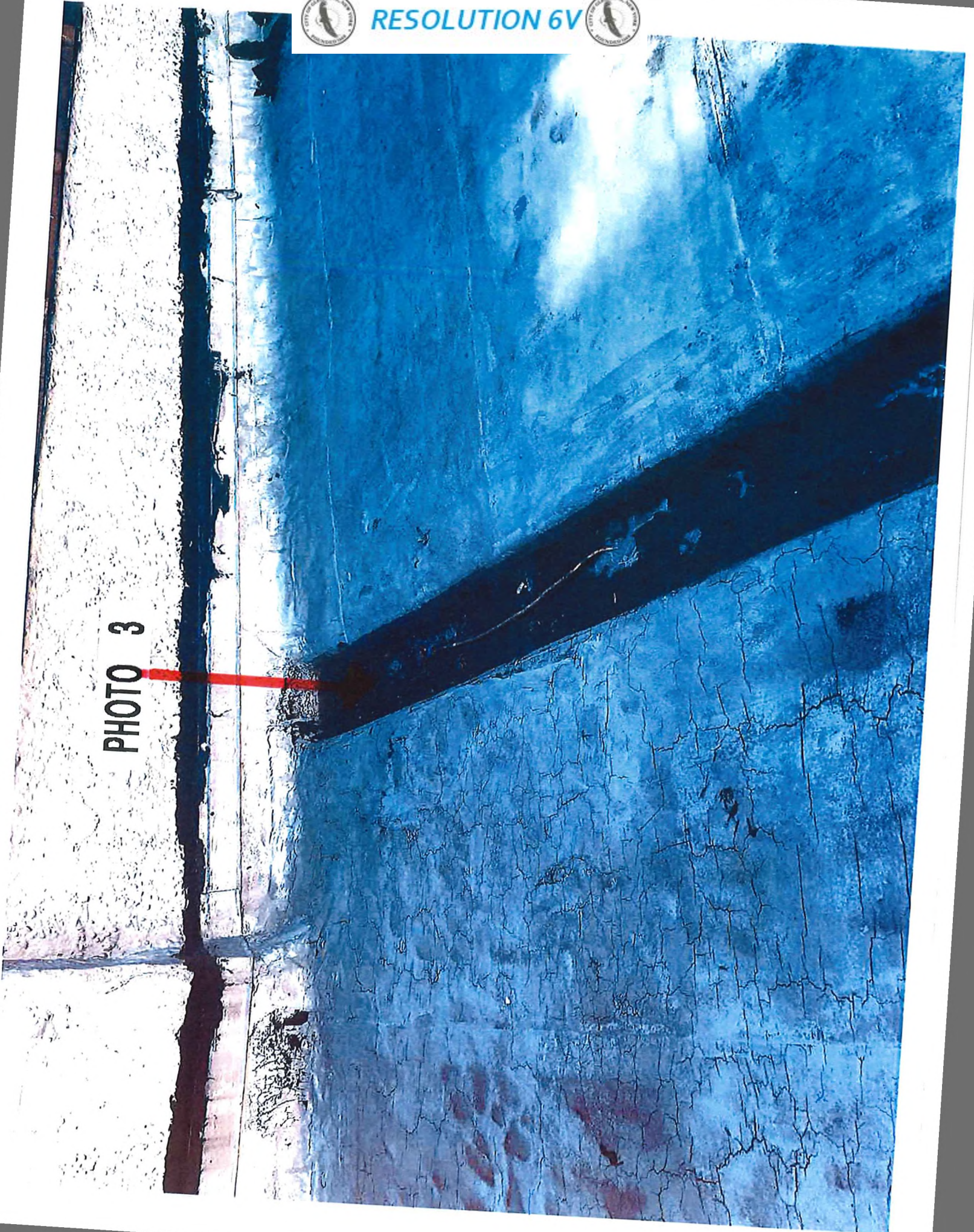




RESOLUTION 6V



PHOTO 3





RESOLUTION 6V



PHOTO 4





Statewide Roofing, Inc.

SPECIFICATIONS**LABOR:**

350 Hours @ \$138.00 / hour

\$ 48,300.00

MATERIAL:

EPDM
EPDM Accessories
Wood
Metal
Roof Insulation
Cav-Grip
Dumpster
Crane Rental
Fasteners
Caulking
Roof Hatch

	\$	37,550.00
M/U 15%	\$	5,632.50
	\$	<u>43,182.50</u>

TOTAL: \$91,482.50**Proposal is quoted under the Nassau County BOCES Cooperative Bidding Program, Bid # 17/18-048.*



RESOLUTION 6V



Statewide Roofing, Inc.

SPECIFICATIONS

=====

Statewide Roofing, Inc. will **not** be liable for any consequential or subsequent damage to the building's contents, inhabitants, or components of the roof structure. Statewide Roofing, Inc. will not be held responsible for any unforeseen electrical conduit/piping beneath or embedded in the roof deck that is damaged. All electrical conduit, gas and refrigerant lines for HVAC equipment and lighting fixtures, disconnects and reconnects necessary to complete the roofing project are to be completed by the building owner. The structural soundness and compatibility of the roof deck to the roofing system are the Owner's responsibility.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to Roofing Industry Standard Practices. Any alteration or deviation from specifications above involving extra costs will be executed and included only upon written orders and will become an extra charge or deletion from the estimate.

Insurance Coverage This proposal/quote is inclusive on the following insurance coverages as follows: 1. All policies issued from NY licensed admitted carriers, 2. All coverage will be primary and noncontributory, 3. Commercial General Liability Insurance to include: \$1 Million per occurrence/\$2 Million aggregate, \$2 Million products and completed operations, \$1 Million Personal and Advertising Injury, \$100,000 Fire Damage, \$5,000 Medical Expense, Umbrella/Excess Insurance Policy \$5 Million, and the General Aggregate shall apply on a per-project basis. Any additional coverage will be billed at cost plus 5% - i.e. OCP Policies, Builders Risk, and Umbrella/Excess Coverage on a follow form basis.

The building owner is responsible for providing Statewide Roofing, Inc. with a Capital Improvement Certificate and/or a Tax-Exempt Certificate, when necessary, prior to the completion of the job. Failure to do so will result in sales tax being assessed.

If collection is necessary, legal expenses incurred will be paid by the purchaser, plus 2% per month on the unpaid balance after thirty (30) days.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TOTAL BID: <i>Ninety-One Thousand Four Hundred Eighty-Two Dollars & 50/100 ----- \$91,482.50</i>

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Signature: 
STATEWIDE ROOFING, INC.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized
Signature: _____

Print: _____

Title: _____

Date of Acceptance: _____

**RESOLUTION 6X**

Long Island Aquarium

431 East Main Street, Riverhead, NY 11901

Phone: 631.208.9200 Fax: 631.208.0466

www.longislandaquarium.com

ITINERARY

Billing Information

Glen Cove Youth Bureau
 Sandra Potter
 128 B Glen Street
 Glen Cove, NY 11542

Event Information

Title Glen Cove Youth Bureau 7/16/21

Arrival 7/16/2021 10:30:00 AM

Expected Guests 79

Honored Guest Sandra Potter

DOB

70	Group Admission Summer	\$20.00	\$1,400.00
2	Group Adult	\$20.00	\$40.00
7	Group Chaperone Free AQ	\$0.00	\$0.00
7	Group Chaperone Free EX	\$0.00	\$0.00
72	Group EX Add On \$4	\$4.00	\$288.00

Account Credit Limit	\$0.00	Sub Total	\$1,728.00
Account Balance	\$0.00	Tax	\$149.40
Minimum Deposit Required	\$0.00		
Remaining Deposit Required	\$0.00	Itinerary Total	\$1,877.40
		Projected Balance Due	\$1,877.40

Features

AQ Classes :

Tour Boat

Classes :

RH Classes :

Schedule

Special Requirements

tax exempt (must show form upon arrival)

AQEX

Paying with PO

*Tax exempt customers please refer to sub-total,
 and present your tax exempt documents upon arrival.*



RESOLUTION 6Y



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

EVENT PERMIT

NAME OF APPLICANT Joe LaPadula

ADDRESS OF APPLICANT 50 Glen Street

NAME OF EVENT TO BE HELD Small Business & Art Collective

DATE(S) OF EVENT June 19th, 2021

TIME(S) OF EVENT 11 a.m. to 7 p.m.

LOCATION OF EVENT 50 Glen Street – You Office / First City Project

NAME & ADDRESS OF OWNER OF PREMISES _____

EVENT SPONSOR IS: FOR PROFIT ☐ (\$25.00) NON-PROFIT ☐

DATE: 06/18/2021 SIGNED: _____

APPLICANT

DATE: 06/18/2021 SIGNED: _____

OWNER OF PROPERTY

PERMIT APPROVED ON: 6/18/2021 
CITY CLERK

PERMIT NO. _____

Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit.

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

Per hour = _____



101-1 COLIN DR • HOLBROOK, NY 11741 •

RESOLUTION 6Z



Proposal =

Customer

Name	Glen Cove Fire
------	----------------

Contact

Address

Phone:

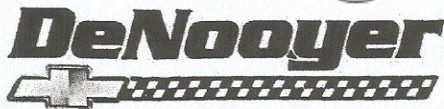
Date 6/2/2021

Engineering Richard Moffatt

Sales	Nancy Lizza
-------	-------------

Proposal #	G060221-1
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Qty	Model	Description	Unit Price	TOTAL
1	Labor	<p>Utility Mark out and soil boring for new communications tower to be erected next to the Exempts building and Picnic area</p> <p>The above work is needed to figure the tower Foundation requirements</p> <p>Please Make all Payments To: Integrated Wireless Technologies or IWT 101-1 Colin Dr Holbrook NY 11741</p>	\$3,500.00	\$3,500.00
				\$3,500.00



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

RESOLUTION 6AA

Bill Asprion

Steve Gordon

Glen Cove City SALESPERSON

BUYER'S NAME
9 Glen St

STREET ADDRESS
Glen Cove

NY

11542

CITY (516) 780-3883

STATE

ZIP

RES. PHONE
Robert Picoli

BUS. PHONE
rpicoli@glencove-ny.gov

DRIVER'S LIC. NO.

EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

☒ NEW ☐ USED ☐ DEMO YEAR 2021 STOCK # 1211601

MAKE Chevrolet MODEL Tahoe

BODY TYPE SSV CYL 10-Speed Autom ☒ AUTO SP. ☒ 4 WD

BODY COLOR Summit White TRIM Commercial

VIN 1GNSKLED9MR373644

DEL. DATE MILEAGE 12

ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle, a taxicab, a driver education vehicle, or a rental vehicle. The vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty.

THE TRADE

YEAR NO TRADE MAKE

MODEL BODY TYPE

COLOR MILEAGE

VIN

PLATE EXP. DATE NEED PLATES ☐

THE CLOSEOUT

BAL. OWING TO: ADDRESS

AMOUNT GOOD UNTIL WHEN CONTACTED WHOM

ACCT NO. PHONE

INSURANCE

INS. AGT SELF INSURED PHONE 516-593-2440

ADDRESS CITY CLERK 516-676-3345

INS. CO.

POL. NO.

EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.

ADDITIONAL DEPOSIT

TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

* NOTICE TO USED VEHICLE BUYER: If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUND.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO

ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.

BUYER'S SIGNATURE DATE

ACCEPTED BY DATE

THE PRICE

VEHICLE PRICE + \$51850.00

TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) +

FACTORY INSTALLED EQUIPMENT + \$0.00

OPTION CODE NYS BID ASSIST -\$7950.00

FAN # 856351

BID # 116092/41

CK10706 5W4

\$7950.00

PIGGYBACK AWARD FROM ELSMERE FIRE

BID LETTER ATTACHED TO EMAIL

BID AWARD \$43900.00

(EMS)

DEALER INSTALLED EQUIPMENT AND SERVICES + \$0.00

*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH

F E E S . Purchaser's Initials: Date:

06/15/2021

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

TAXES AND OTHER FEES

SUBTOTAL OF VEHICLE AND OPTIONS \$43900.00

TRADE-IN ALLOWANCE -

OTHER (ITEMIZE) +

TAXABLE CASH DIFFERENCE \$0.00

COUNTY Nassau TAXES AT EXEMPT %

*TIRE FEE \$12.50

N.Y.S. INSPECTION FEE \$10.00

REGISTRATION FEES (ESTIMATE)

Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE " " \$75.00

TOTAL SELLING PRICE \$43997.50

PLUS BALANCE OWING ON TRADE-IN + \$0.00

NET \$0.00

LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN) - \$0.00

CASH DUE ON DELIVERY \$43997.50

2021 Tahoe & Fees Purchase/INT



RESOLUTION 6BB



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprion

Steve Gordon

GLEN COVE CITY SALESPERSON

BUYER'S NAME
9 GLEN ST

STREET ADDRESS
GLEN COVE

NY

11542

CITY (516) 725-1430

STATE

ZIP

RES. PHONE CHIEF TATE

mtate@glencoveny.org

DRIVER'S LIC. NO.

EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

☒ NEW ☐ USED ☐ DEMO YEAR 2021 STOCK # 1211627

MAKE CHEVROLET MODEL TAHOE

BODY TYPE SSV # 8 CYL ☒ AUTO SP. ☒ 4 WD

COLOR SUMMIT WHITE TRIM BLACK

VIN 1GNSKLEDXMR372955

DEL. DATE ASAP MILEAGE 12

ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle, a taxicab, a driver education vehicle, or a rental vehicle. The vehicle was repurchased under New York "lemon laws" returned for nonconformity of its warranty

THE TRADE

YEAR NO TRADE MAKE

MODEL BODY TYPE

COLOR MILEAGE

PLATE EXP. DATE NEED PLATES ☐

THE CLOSEOUT

BAL. OWING TO: AMOUNT GOOD UNTIL ADDRESS WHEN CONTACTED WHOM

ACCT NO. PHONE

INSURANCE

INS. AGT SELF INSURED PHONE 516-745-0800

ADDRESS

INS. CO. ARTHUR GALLAGHER RISK JERICHO NY 11753

POL. NO. 74524407

EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.

ADDITIONAL DEPOSIT

TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

* NOTICE TO USED VEHICLE BUYER: If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED

CHECK ONLY. BUYER'S SIGNATURE

DATE

ACCEPTED BY Bill Asprion DATE 4/16/21

THE PRICE

VEHICLE PRICE + \$51850.00

TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) +

FACTORY INSTALLED EQUIPMENT + \$0.00

OPTION CODE

NYS BID ASSIST -\$7950.00

NYS BID ASSIST #116092/41

CK10706 5W4 SSV

FAN #856351

UPFIT TO INCLUDE

WHELEN LIGHTS SIREN CENTER CONSOLE

BY HAVIS RADIO INSTALLED LETTERING

REAR COMMAND BOX W/ SCBA HOLDER

EQUIPMENT LIST ATTACHED

ALL EQUIPMENT BRACKETS SUPPLYS ARE

TO BE INSTALLED INCLUDES LABOR

TAHOE IS \$43997.50 DUE ASAP

XXXX UPFIT IS \$21522.63 DUE ON COMPLETION

DEALER INSTALLED EQUIPMENT AND SERVICES + \$0.00

*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH

F E E S. Purchaser's Initials: Date:

06/16/2021

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

TAXES AND OTHER FEES

SUBTOTAL OF VEHICLE AND OPTIONS \$43900.00

TRADE-IN ALLOWANCE -

OTHER (ITEMIZE) +

TAXABLE CASH DIFFERENCE \$0.00

COUNTY Nassau TAXES AT % EXEMPT

*TIRE FEE \$12.50

N.Y.S. INSPECTION FEE \$10.00

REGISTRATION FEES (ESTIMATE)

Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE - \$75.00

TOTAL SELLING PRICE

\$43997.50

PLUS BALANCE OWING ON TRADE-IN +

NET

LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN) -

CASH DUE ON DELIVERY \$43997.50



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Upfit Quote



RESOLUTION 6BB



Bill Asprion

Steve Gordon

GLEN COVE CITY SALESPERSON

BUYER'S NAME
9 GLEN ST

STREET ADDRESS
GLEN COVE

NY

11542

CITY (516) 725-1430

STATE

ZIP

RES. PHONE
CHIEF TATE

BUS. PHONE
mtate@glencovecity.org

DRIVER'S LIC. NO.

EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

☒ NEW ☐ USED ☐ DEMO YEAR 2021 STOCK # 1211627
MAKE CHEVROLET MODEL TAHOE
BODY SSV # 8 CYL ☒ AUTO SP. ☒ 4 WD
TYPE SSV CYL 8 CYL
BODY SUMMIT WHITE TRIM BLACK
COLOR 1GNSKLEDXMR372955

DEL. DATE ASAP MILEAGE 12

ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

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THE TRADE

YEAR NO TRADE MAKE BODY
MODEL TYPE
COLOR MILEAGE
VIN
PLATE NO. EXP. DATE NEED PLATES ☐

THE CLOSEOUT

BAL. OWING TO: ADDRESS
AMOUNT GOOD UNTIL WHEN CONTACTED WHOM
ACCT. NO. PHONE

INSURANCE

INS. AGT. SELF INSURED PHONE 516-745-0800

ADDRESS
INS. CO. ARTHUR GALLAGHER RISK JERICO NY 11753
POL. NO. 74524407

EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.
ADDITIONAL DEPOSIT
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

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BUYER'S SIGNATURE

DATE

ACCEPTED BY

DATE

8/16/21

THE PRICE

VEHICLE PRICE + \$21522.63

TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) +

FACTORY INSTALLED EQUIPMENT + \$0.00

OPTION CODE COST IS ADJUSTABLE BARING ANY CHANGES

NYS BID ASSIST

NYS BID ASSIST #116092/41

CK10706 5W4 SSV

FAN #856351

UPFIT TO INCLUDE

WHELEN LIGHTS SIREN CENTER CONSOLE

BY HAVIS RADIO INSTALLED LETTERING

REAR COMMAND BOX W/ SCBA HOLDER

EQUIPMENT LIST ATTACHED

ALL EQUIPMENT BRACKETS SUPPLYS ARE

TO BE INSTALLED INCLUDES LABOR

TAHOE IS \$43997.50

XXXX UPFIT IS \$21522.63

DUE ON COMPLETION

DEALER INSTALLED EQUIPMENT AND SERVICES +

\$0.00

*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

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06/16/2021

Purchaser's initials: Date:

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TAXES AND OTHER FEES

SUBTOTAL OF VEHICLE AND OPTIONS \$21522.63

TRADE-IN ALLOWANCE -

OTHER (ITEMIZE) +

TAXABLE CASH DIFFERENCE

\$0.00

COUNTY Nassau

TAXES AT %

EXEMPT

*TIRE FEE

N.Y.S. INSPECTION FEE

REGISTRATION FEES (ESTIMATE)

Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE ** \$

TOTAL SELLING PRICE

\$21522.63

PLUS BALANCE OWING ON TRADE-IN +

NET

LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN) -

CASH DUE ON DELIVERY

\$21522.63

Complete Package Purchase,

RESOLUTION 6BB



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprion

Steve Gordon

SALESPERSON

GLEN COVE CITY

BUYER'S NAME
9 GLEN ST

STREET ADDRESS
GLEN COVE

NY

11542

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☒ NEW ☐ USED ☐ DEMO YEAR 2021 STOCK # 1211627

MAKE CHEVROLET MODEL TAHOE

BODY TYPE SSV # 8 CYL ☒ AUTO SP. ☒ 4 WD

BODY COLOR SUMMIT WHITE TRIM BLACK

VIN 1GNSKLEDXMR372955

DEL. DATE ASAP MILEAGE 12

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THE TRADE

YEAR NO TRADE

MAKE BODY TYPE MILEAGE

MODEL COLOR

VIN

PLATE EXP. DATE NEED PLATES ☐

NO.

THE CLOSEOUT

BAL. OWING TO: ADDRESS

AMOUNT GOOD UNTIL WHEN CONTACTED WHOM

\$ ACCT PHONE

NO.

INSURANCE

INS. AGT SELF INSURED PHONE 516-745-0800

ADDRESS

INS. CO. ARTHUR GALLAGHER RISK JERICHO NY 11753

POL. NO. 74524407

EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.

ADDITIONAL DEPOSIT

TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

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BUYER'S SIGNATURE

DATE

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DATE

DATE

DATE

THE PRICE

VEHICLE PRICE + \$51850.00

TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) +

FACTORY INSTALLED EQUIPMENT + \$0.00

OPTION CODE

NYS BID ASSIST - \$7950.00

NYS BID ASSIST #116092/41

CK10706 5W4 SSV

FAN #856351

UPFIT TO INCLUDE

WHELEN LIGHTS SIREN CENTER CONSOLE

BY HAVIS RADIO INSTALLED LETTERING

REAR COMMAND BOX W/ SCBA HOLDER

EQUIPMENT LIST ATTACHED

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TO BE INSTALLED INCLUDES LABOR \$21522.63

DEALER INSTALLED EQUIPMENT AND SERVICES + \$0.00

*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

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F E E S . Purchaser's Initials: Date:

06/16/2021

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TAXES AND OTHER FEES

SUBTOTAL OF VEHICLE AND OPTIONS \$65422.63

TRADE-IN ALLOWANCE -

OTHER (ITEMIZE) +

TAXABLE CASH DIFFERENCE \$0.00

COUNTY Nassau TAXES AT % EXEMPT

*TIRE FEE \$12.50

N.Y.S. INSPECTION FEE \$10.00

REGISTRATION FEES (ESTIMATE)

Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE - \$75.00

TOTAL SELLING PRICE \$65520.13

PLUS BALANCE OWING ON TRADE-IN +

NET

LESS DEPOSITS (TRANSFER FROM LEFT COLUMN) -

CASH DUE ON DELIVERY \$65520.13



RESOLUTION 6CC



CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the City of Glen Cove, having its principal office at 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

1. Term. This Agreement shall commence on January 1, 2021 and terminate on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Six Thousand Dollars (\$6,000.00) for the first Agreement year (the period of January 1, 2021 through December 31, 2021), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Six Thousand Dollars (\$6,000.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied



RESOLUTION 6CC



by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach



RESOLUTION 6CC



within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by



- the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured



and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.



(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the



RESOLUTION 6CC



successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.



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18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

[Remainder of Page Intentionally Left Blank.]



RESOLUTION 6CC



IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

CITY OF GLEN COVE

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK



RESOLUTION 6CC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2021 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2021 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions



or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction



RESOLUTION 6CC



recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.



RESOLUTION 6CC



As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation



RESOLUTION 6CC



- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



RESOLUTION 6CC



Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:



RESOLUTION 6CC



5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 20____.

Notary Public



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

EVENT PERMIT

All Event Permit applicants must follow all New York State and Nassau County guidelines including but not limited to social distancing, mask requirements, and mass gathering limitations. The City reserves the right to request a Covid-19 safety plan to confirm that the event is in compliance with all Covid-19 guidelines.

NAME OF APPLICANT

La Famiglia Cadillac Club
Frankie D'Amore /President

ADDRESS OF APPLICANT

3695 Condor Rd.
Levittown, NY 11756

NAME OF EVENT TO BE HELD

Cadillac Car Show

DATE(S) OF EVENT

July 15, 2021

TIME(S) OF EVENT

July 22, 2021 - Rain Date

LOCATION OF EVENT

Center of Town - Glen Cove

NAME & ADDRESS OF OWNER OF PREMISES

same as above

EVENT SPONSOR IS:

FOR PROFIT

☐

NON-PROFIT

☒

DATE:

DATE:

SIGNED:

APPLICANT

SIGNED:

OWNER OF PROPERTY

PERMIT APPROVED ON:

CITY CLERK

PERMIT NO.



RESOLUTION 6DD



Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit.

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

=

-



RESOLUTION 6DD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2021

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 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).

PRODUCER Foresite Sports, Inc. (DBA: Eventsured) Gregory Esterhai 24 S. Newtown Street Road Newtown Square, PA 19073		CONTACT NAME: Eventsured Customer Service PHONE (A/C, No, Ext): 888-882-5902 E-MAIL ADDRESS: info@eventsured.com FAX (A/C, No):	
INSURED La Famiglia Cadillac Club Frankie D'Amore 3695 Condor Road Levitown, NY 11756		INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 43274	

COVERAGES

CERTIFICATE NUMBER: TM211715

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 CERTIFICATION 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	20/7007204-TM211715	07/15/2021 12:01AM	07/16/2021 2:01AM	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 1,000
	<input type="checkbox"/>					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/>					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/>					PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DEDUCTIBLE \$ 0
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/>					BODILY INJURY (Per accident) \$
<input type="checkbox"/>	PROPERTY DAMAGE (Per accident) \$					
<input type="checkbox"/>	\$					
UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Auto Show (Static/Display Only) to be held on 07/15/2021 - 07/15/2021 with 150 attendees at City Of Glen Cove- Downtown School Street / Glen Street Glen cove, NY 11542. Additional Insureds include: City Of Glen Cove- Downtown School Street / Glen Street Glen cove, NY 11542; City Of Glen Cove.

CERTIFICATE HOLDER

CANCELLATION

City Of Glen Cove- Downtown City Of Glen Cove School Street / Glen Street Glen cove NY, 11542	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
--	---



Sales Receipt

Special Event Coverage

Sale# **s12125** | Certificate# **TM211715**Date: **06/17/2021****Producer**

RJ Fregenti Associates
David Gomes
350 Jericho Turnpike, Suite 200
Jericho, NY 11753
516-681-0101
david@rjfassoc.com

Insured

La Famiglia Cadillac Club
Frankie D'Amore
3695 Concor Road
Levitown, NY 11756
516-681-0101
david@rjfassoc.com

EVENT INFORMATION

Type of Event: Auto Show (Static/Display Only)
Event Location (State): NY
Event Start Date: 07/15/2021

Payment Method Credit Card

Payment From

Cardholder Number: **** * 8889
Card Type: Visa

Description of Coverage	Gross Amount	Commission	Net Amount
Special Event Liability Insurance	\$80.80	\$8.08	\$72.72
State Tax	\$2.42	\$0	\$2.42
Policy Fee	\$55.00	\$0	\$55.00
TOTAL	\$138.22	\$8.08	\$130.14

AMOUNT PAID: \$130.14***Thank You For Your Purchase!***



U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



RESOLUTION 6EE



U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.



RESOLUTION 6EE



9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;



RESOLUTION 6EE



- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by



RESOLUTION 6EE



Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.



RESOLUTION 6EE



4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other



agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



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



RESOLUTION 6FF



BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: **FINANCE**

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H1490-55501-2101	Replace Court Roof		\$43,000
H1490-52240-2102	Waterproofing City Hall Building		\$50,000
H5710-52240-2103	Cathodic Protection at Ferry Terminal		\$30,000
H1490-52210-2104	Acquisition of New Furniture		\$25,000
H8160-55420-2105	New Refuse Body for Sanitation Truck		\$66,511
H8160-52250-2106	Acquisition of Rack Body Truck		\$54,000
H5110-55420-2107	Road and Drainage Improvements		\$1,282,000
H5110-55420-2108	Purchase of a Replacement Pump		\$26,883
H5110-52220-2109	Acquisition of Leaf Vac Machine		\$10,399
H5110-55420-2110	Replacement Body for Truck		\$13,385
H5110-52250-2111	Acquisition of Plow Truck		\$129,970
H5110-55420-2112	General improvements		\$135,000
H5110-52240-2113	Planning for Construction of a Salt Shed		\$25,000
H5110-52220-2114	Acquisition of generator		\$110,000
H5110-52240-2115	Planning for greenhouse construction		\$20,000
H5110-54380-2116	LED Light replacements (NYPA project)		\$1,078,000
H3120-52250-2117	Acquisition of Police Patrol Vehicles and Related Equipment		\$175,671
H3120-52220-2118	Acquisition of police patrol car radios		\$23,059
H3120-52240-2119	Building Improvements		\$8,000
H3120-55404-2120	Acquisition of computer hardware and software		\$20,000



RESOLUTION 6FF

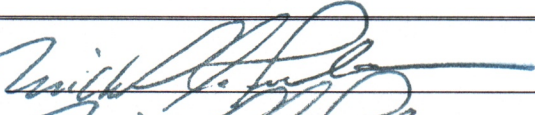
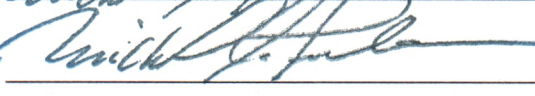


H3310-52240-2121	Replacement Floor for Trailer		\$6,095
H3410-52250-2122	Acquisition of Chief Vehicle		\$30,000
H3410-52250-2123	Acquisition of Fire Truck, Including related Equipment and Apparatus		\$855,000
H3410-52240-2124	Planning for Firehouse Building Improvements		\$50,000
H3410-55404-2125	Acquisition of Computer Hardware and Software		\$10,000
H3411-52220-2126	Acquisition of City-wide Radio Communication System		\$300,000
H4540-52250-2127	Acquisition of Replacement First Responder Vehicle		\$72,500
H4540-55404-2128	Acquisition of Computer Hardware and Software		\$10,000
H4540-52220-2129	Acquisition of Various Equipment		\$117,000
H5720-52250-2130	Acquisition of Vehicle		\$39,994
H5720-52220-2131	Acquisition of Portable Radios		\$16,640
H5720-52220-2132	Acquisition of Boat Radios		\$15,610
H5720-52220-2133	Upgrade of Camera System		\$8,560
H7030-52240-2134	Various Building Improvements		\$163,000
H7160-52220-2135	Acquisition of Equipment		\$20,400
H7160-55420-2136	Park Improvements		\$641,000
H7180-55427-2138	Acquisition of Golf Cart Replacements		\$31,000
H7180-52240-2139	Planning for Clubhouse Replacement		\$50,000
H7180-52220-2140	Acquisition of Large Rotary Mower		\$60,000
H7180-52220-2141	Acquisition of Triplex Mower		\$35,000
H8300-52260-2142	Water System Improvements, consisting of Seaman Road and Nancy Court Well		\$2,550,000



RESOLUTION 6FF



	Rehabilitation		
H8300-52220-2143	Acquisition of Generators		\$300,000
H1310-95710	BOND PROCEEDS	8,707,677	
Reason for Amendment:			
TO AMEND BUDGET TO REFLECT PROJECTS FUNDED FROM ISSUANCE OF BONDS RELATED TO VARIOUS CAPITAL PROJECTS.			
Department Head Signature:  Date: <u>6/18/21</u>			
City Controller Approval:  Date: <u>6/18/21</u>			
City Council Approval-Resolution Number: _____ Date: _____			



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



RESOLUTION 6FF



BUDGET AMENDMENT FORM

GCF-1 (7/08)

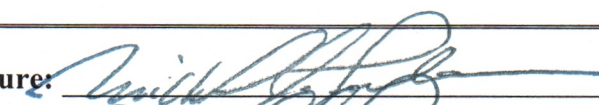
Department: **FINANCE**

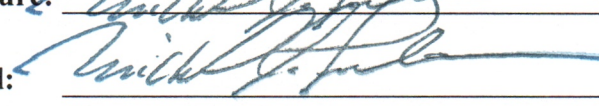
BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H5110-45730-2107	ROAD AND DRAINAGE IMPROVEMENTS	\$18,000	
H5110-55420-2107	ROAD AND DRAINAGE IMPROVEMENTS		\$18,000
H5110-45730-2112	GENERAL IMPROVEMENTS	\$40,000	
H5110-55420-2112	GENERAL IMPROVEMENTS		\$40,000
H3410-45730-2122	ACQUISITION OF CHIEF VEHICLE	\$50,000	
H3410-52250-2122	ACQUISITION OF CHIEF VEHICLE		\$50,000
H4540-45730-2129	ACQUISITION OF VARIOUS EQUIPMENT	\$38,000	
H4540-52220-2129	ACQUISITION OF VARIOUS EQUIPMENT		\$38,000
H7160-45730-2136	PARK IMPROVEMENTS	\$97,000	
H7160-55420-2136	PARK IMPROVEMENTS		\$97,000
H3510-45730-2137	ANIMAL SHELTER FACILITY IMPROVEMENTS	\$30,000	
H3510-52240-2137	ANIMAL SHELTER FACILITY IMPROVEMENTS		\$30,000

Reason for Amendment:

TO AMEND BUDGET TO REFLECT PROJECTS FUNDED FROM ISSUANCE OF BOND ANTICIPATION
NOTES

Department Head Signature:  Date: 6/18/21

City Controller Approval:  Date: 6/18/21

City Council Approval-Resolution Number: _____ Date: _____



RESOLUTION 6GG



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

EVENT PERMIT

NAME OF APPLICANT Church of St. Rocco
ADDRESS OF APPLICANT 18 Third Street, Glen Cove
NAME OF EVENT TO BE HELD Annual Feast of St. Rocco
DATE(S) OF EVENT July 28th - August 1st 2021
TIME(S) OF EVENT Wed - Fri 5:00pm - 11:00pm
Sat 3⁰⁰pm - 11⁰⁰pm Sun 3⁰⁰pm - 10⁰⁰pm
LOCATION OF EVENT 18 Third Street, Glen Cove
NAME & ADDRESS OF OWNER OF PREMISES Church of St. Rocco
18 Third Street, Glen Cove
EVENT SPONSOR IS: FOR PROFIT ☐ (\$25.00) NON-PROFIT ☒
DATE: June 18, 2021 SIGNED: Angie Colangelo
DATE: _____ SIGNED: _____
APPLICANT
OWNER OF PROPERTY

PERMIT APPROVED ON: 6/18/21 [Signature]
CITY CLERK

PERMIT NO. _____

Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit.

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

Per hour = _____



RESOLUTION 6GG



Church of St. Rocco

18 Third Street

Glen Cove, New York 11542

(516) 676-2482 • Fax: (516) 676-2117

June 18, 2021

Honorable Timothy Tenke
Mayor
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Your Honor:

I am writing on behalf of the Church of St. Rocco and the St. Rocco's Feast Committee to inform you that we are preparing for our annual Feast to be held from **Wednesday, July 28, 2021 through Sunday, August 1, 2021.**

By this letter, then, the Church of St. Rocco requests the necessary permissions to hold the Feast on the aforementioned dates.

If you have any questions, please feel free to contact me.

Thanking you in advance for your cooperation and hoping to see you at the Feast, I have the honor to remain,

Yours Sincerely

Dom Daniel Stephen Nash, Can Reg

VERY REVEREND DOM DANIEL STEPHEN NASH, CAN REG

Pastor

Church of St. Rocco

"THE BEST FEAST IN THE EAST"



RESOLUTION 6HH



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

NAME OF APPLICANT City of Glen Cove

ADDRESS OF APPLICANT Glen Cove City Hall 9 Glen Street

NAME OF EVENT TO BE HELD Bicycle Parade

DATE(S) OF EVENT Sunday, July 4th, 2021

TIME(S) OF EVENT 9:00 a.m. to 12:00 p.m.

LOCATION OF EVENT Finley Middle School Horseshoe down Forest Ave. turn onto School St. end at Village Square

NAME & ADDRESS OF OWNER OF PREMISES City of Glen Cove

EVENT SPONSOR IS: FOR PROFIT ☐ (\$25.00) NON-PROFIT ☒

DATE: 06/18/2021 SIGNED: [Signature]
APPLICANT

DATE: _____ SIGNED: _____
OWNER OF PROPERTY

PERMIT APPROVED ON: 6/18/21 [Signature]
CITY CLERK

PERMIT NO. _____

Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit.

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

Per hour = _____



RESOLUTION 611



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

NAME OF APPLICANT City of Glen Cove

ADDRESS OF APPLICANT Glen Cove City Hall 9 Glen Street

NAME OF EVENT TO BE HELD July 4th Fireworks

DATE(S) OF EVENT July 4th, Rain date July 5th, 2021

TIME(S) OF EVENT 9:00 p.m.

LOCATION OF EVENT Morgan Memorial Park – Germaine Street

NAME & ADDRESS OF OWNER OF PREMISES City of Glen Cove

EVENT SPONSOR IS: FOR PROFIT ☐ (\$25.00) NON-PROFIT ☒

DATE: 06/18/2021 SIGNED: Samuel Siqueira (Mayor's Office)
APPLICANT

DATE: _____ SIGNED: _____
OWNER OF PROPERTY

PERMIT APPROVED ON: 6/18/21 [Signature]
CITY CLERK

PERMIT NO. _____

Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit.

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

Per hour = _____

Service Agreement

This agreement is entered into between T TECH, LLC. (Hereinafter called T TECH) and _____ (hereinafter called Merchant). Merchant acknowledges that it has read and understands the Terms and Conditions of this agreement, including the provisions contained on the back page hereof, and the information completed below is accurate.

Merchant's Legal Name: CITY OF GLEN COVE	Date:
Merchant's "Doing Business As" Name:	Fed Tax ID # or SSN: 11-6000350
Store Number (if any)	Type of Business _____ SIC Code _____ MUNICIPALITY
Street Address: 9 GLEN STREET	Phone Number: (516) 676-2789
City, State, Zip: GLEN COVE, NY 11542	Fax Number N/A
Contact Name: MICHAEL PICCIRILLO	E-Mail Address: MPICCIRILLO@GLENCOVENY.GOV
Contact Title: CITY CONTROLLER	

Automated Clearing House (ACH)	
ACH Service Type: ARC: WEB: TEL: POP: BOC: PPD: CCD:	
MID: Note - Additional MID's required for multiple service type's	
Administrative Set-Up Fee PASS THROUGH	VPS
Monthly Minimum Fee	VPS
ACH Transaction Fee	VPS
ACH Discount Rate	
ACH Chargeback Fee	VPS
ACH Representments – Returns due to insufficient funds are re-deposited twice	Yes / <u>No</u>
ACH Representments Fee	

AUTHORIZATION FOR PRE-ARRANGED PAYMENT (ACH): Please attach "voided check" or deposit ticket

Merchant hereby authorizes T TECH, LLC. or its designated agent to initiate ACH debit and / or deposit entries for the one-time, monthly, per transaction, chargeback and adjustment entries, and percentage fees described above, as well as applicable tax, to be automatically deducted from the Merchant's GL account indicated below at the depository named below (hereinafter called DEPOSITORY)

Depository Bank _____

Transit / ABA Number _____

Account # _____

This authority is to remain in full force and effect until T TECH and DEPOSITORY have received written notification from merchant of its termination in such time and in such manner as to afford T TECH and DEPOSITORY an opportunity to act on it. If Merchant refuses or fails to honor a valid ACH transaction initiated by T TECH, T TECH shall have the right to charge Merchant with T TECH's usual administrative fee and Merchant agrees to pay such fee upon demand by T TECH. Merchant has the right to stop payment of a debit entry and to have an erroneous debit credited to its account in accordance with the NACHA Rules.

By authorizing this agreement you acknowledge you accept the Terms and Conditions of Service:

T Tech LLC

(Merchant) CITY OF GLEN COVE _____

By: _____

By: _____

Print: Scott Haskins

Print: _____

Title: President

Title: _____ MAYOR _____

Terms and Conditions

SERVICES: T TECH agrees to provide the services selected by Merchant on the front side hereof. All such services shall be provided by T TECH in accordance with laws applicable to the services and subject to the terms and conditions of this Agreement.

AUTHORIZATION REQUIREMENTS FOR ACH ITEMS: Merchants originating entries being submitted into the ACH Network for electronic settlement, must follow and adhere to the terms and conditions of this Agreement. Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). Merchant shall strictly comply with all guidelines and rules established by T TECH regarding the quality of data submitted to T TECH, input schedules and deadlines and all other matters pertinent to the processing and delivery of ACH entry data.

Checks that may not be converted into ACH entries:

- Corporate or Business checks (except for WEB)
- Third-party checks,
- Credit card checks (equity line / line of credit checks),
- Obligations of a financial institution (e.g. cashier's checks, money orders, etc),
- Checks drawn on the Treasury of the United States, A Federal Reserve Bank, or a Federal Home Loan Bank,
- Checks drawn on a state or local government, or
- Checks payable in a medium other than United States currency.

WEB SALES PROCEDURES:

WEB ENTRY: A WEB entry is defined as an ACH debit entry to a Consumer Account (personal DDA number) initiated by the consumer to a Merchant-Business, via the Internet, for goods or services provided by said merchant.

AUTHORIZATION REQUIREMENTS FOR ACH ITEMS: Merchants originating WEB entries being submitted into the ACH Network for electronic settlement, must obtain the consumer's authorization prior to initiating a debit entry under this application. Although the NACHA Operating Rules do not prescribe specific authorization language for the WEB application, the authorization must conform to the requirements of the NACHA Operating Rules, which require that the authorization (1) be in a writing that is signed or similarly authenticated by the Consumer, (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Consumer with a method to revoke their authorization by notifying the Merchant in the manner prescribed. The Merchant should prompt the consumer to print the authorization and retain a copy. The Merchant must be able to provide the consumer with a hard copy of the authorization if requested to do so. Only the consumer may authorize the WEB transaction, and not a Third-Party Service Provider on behalf of the consumer. The NACHA Operating Rules include the use of a digital signature or code to similarly authenticate a written authorization. This does not exclude other methods of similarly authenticating an authorization, such as passwords, biometrics, etc.

"WEB" CHECK CONVERSION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to retain, or have retained on their behalf by an outside vendor, a written authorization from each customer prior to transmitting a WEB based ACH entry to the customer's account. The authorization shall conform to the requirements of the Rules for WEB based transactions as stated above. Merchant shall retain a copy of such authorization for a period of two (2) years following the date the authorization is initiated. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T Tech to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

TEL SALES PROCEDURES:

TEL ENTRY: A TEL entry is defined as a Single-Entry ACH debit entry to a Consumer Account (personal DDA number) initiated in response to a consumer's oral authorization to a Merchant-Business, captured via the telephone, for goods or services provided by said merchant.

AUTHORIZATION REQUIREMENTS FOR ACH ITEMS: Merchants originating TEL entries being submitted into the ACH Network for electronic settlement, must adhere to the following requirement. A TEL entry may be transmitted only in circumstances in which (1) there is an existing relationship between the Merchant and the consumer, or (2) there is not an existing relationship between the Merchant and the consumer, but the consumer has initiated the telephone call to the Merchant. **A TEL entry may not be used when the Merchant has initiated the telephone call.** The Merchant and the consumer are considered to have an existing relationship when either (1) there is a written agreement in place between the Merchant and the consumer for the provision of goods or services, or (2) the consumer has purchased goods or services from the Merchant within the past two years. For purposes of these "Rules", an affiliate of a Merchant that has an existing relationship is not deemed to have an existing relationship with respect to TEL items.

TEL TRANSACTION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain the consumer's explicit authorization prior to initiating a debit entry to a consumer's account. Merchant need not provide the consumer with a written authorization for the consumer to sign or similarly authenticate. Instead, the Merchant may obtain the consumer's authorization for a TEL entry orally via the telephone. Merchant is obligated either to tape record the consumer's oral authorization or to provide, in advance of the Settlement Date of the entry, written notice to the consumer that confirms the oral authorization. The consumer must be provided, and must acknowledge, the following terms of the transaction:

- The date on or after which the consumer's account will be debited;
- The amount of the debit entry to the consumer's account;
- The consumer's name;
- A telephone number that is available to the consumer and answered during normal business hours for customer inquiries;
- The date of the consumer's oral authorization; and
- A statement by the consumer that the authorization obtained from the consumer will be used to originate an ACH debit entry to the consumer's account.

For an oral authorization obtained over the telephone to be in accordance with the requirements of the NACHA Rules, (1) the Merchant must state clearly during the telephone conversation that the consumer is authorizing an ACH debit entry to his account, (2) the Merchant must express the terms of the authorization in a clear manner, and (3) the consumer must unambiguously express consent. Silence is not express consent. The Merchant must retain either the original or a duplicate tape recording of the consumer's oral authorization OR a copy of the written notice confirming the consumer's oral authorization for two (2) years from the date of the authorization. Merchant must provide a copy of the consumer's authorization when requested. Such request could be by the Merchant's bank, T TECH, NACHA, the consumer's bank, or any proper Government Agency. A Merchant using a voice response unit (VRU) to capture a consumer's authorization for a TEL entry must understand that key-entry

responses by the consumer to input data and to respond to questions does not qualify as an oral authorization. A VRU may be used by the consumer to key enter data and to respond to questions, provided that the actual authorization by the consumer is provided orally. A Merchant that chooses the option to provide the consumer with written notice confirming the consumer's oral authorization must disclose to the consumer during the telephone call the method by which such notice will be provided. The written notice must include, at a minimum, the six pieces of information required to be disclosed during the telephone call, as described above. Merchant understands that the term 'provide' is intended to mean that the merchant has utilized a medium such as US mail, fax, or other mail delivery, to send the written notice to the consumer. Disclosure in electronic form, including e-mail, can be used however; state and or federal laws may require consumer consent before using electronic notices/disclosures. The term "provide" does not imply receipt of such notice by the consumer. Merchant also understands that when written notice is used to confirm the authorization, the consumer must be afforded the right to contact the Merchant, using the telephone number provide, to correct any erroneous information contained within the notice. In order to minimize the risk of entry errors, Merchant agrees to use a commercially reasonable system, technology, practice, or procedure to verify, (A) that the routing numbers are valid, and (B) the identity of the consumer. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T TECH to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

POP SALES PROCEDURES

CHECK VERIFICATION: Each check tendered at the point of sale will be processed through T TECH's national positive and negative database to help Merchant decide whether to accept or decline the customer's check. Merchant agrees to use the check verification service solely for legitimate Merchant business purposes at Merchant's business location(s) in connection with the presentment of customers' checks for the purchase of goods or services from Merchant. Merchant shall not permit the check verification service to be used for any other purpose or by any person or entity other than Merchant, and Merchant agrees to instruct its employees accordingly.

POINT OF SALES PROCEDURES: Merchant agrees that in order for check data provided at the point of sale to be accurately compared with the T TECH database, Merchant must use a properly programmed and functioning check reader. As a result of information obtained through T TECH, Merchant shall immediately advise the customer whose check was declined, via a T TECH referral card and/or copy of the printed receipt. Customer inquiries concerning the reasons for decline and requests for assistance to correct the problem shall be directed to the reporting agency that communicated the fact that the customer's check should be declined (i.e., not T TECH). This agency name and phone number will be provided on the receipt and/or terminal display screen.

NO LIABILITY FOR LOSSES: Merchant agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

CHECK CONVERSION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain a written authorization from each customer prior to transmitting a point-of-purchase entry to the customer's account. The authorization shall conform to the requirements of the Rules which require that the authorization (1) be in writing and signed or similarly authenticated by the customer using a digital signature or other code, (2) be readily identifiable as an EFT debit authorization, and (3) clearly and conspicuously state its terms. Merchant shall provide the customer with a copy of the authorization at the time the authorization is obtained and shall retain a copy of such authorization for a period of two (2) years following the date the authorization is signed. Merchant shall provide to the customer a copy of his authorization, along with a receipt containing specific information relating to the transaction. Merchant shall provide each customer with a transaction receipt at the time and place of purchase. The receipt shall contain, at a minimum, the following information regarding each debit entry to be initiated to the customer's account: (a) Merchant's name; (b) Merchant's telephone number; (c) the date of the transaction; (d) the amount of the transaction; (e) the check serial number captured from the source document; and (f) the Merchant number or other unique number that identifies the location of the transaction. If required by T TECH, Merchant agrees to also include the following additional information on the receipt provided to the customer: (a) Merchant's address; (b) Merchant's identification number; (c) the customer's financial institution routing number; (d) the account number of the customer; (e) the identification number of the customer; and (f) a transaction reference number. Merchant understands and agrees that the Rules prohibit the placement of a customer's complete account number and identification number on the receipt. Merchant shall void the check presented to Merchant by the customer in connection with each point-of-purchase transaction (i.e., the check that has been used as the source document for information relating to the transaction), and return it to the customer.

ADDITIONAL ITEMS

NO LIABILITY FOR LOSSES: Merchant enrolled in T TECH's Program, as indicated on the front section of this form, agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH's service. T TECH is not guaranteeing or insuring against bad-check losses. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

CONSUMER INQUIRY ASSISTANCE: Merchant agrees to provide to T TECH, or other requesting Financial Institutions or Government Agencies, all supporting documents or materials (as required by merchant to keep as prior reference within this Agreement) being held in connection to consumer transactions generated under the terms of this agreement. Merchant further agrees to provide said records within 5 days of being notified by T TECH or other Institution. Merchant will supply records in the manner that will provide the fastest and clearest copy.

TERMINATION: Either party reserves the right to terminate this agreement with 60 days written notice to the other party. Additionally, T TECH may immediately discontinue providing check processing to Merchant in the event Merchant fails to comply with or otherwise breaches the terms of this Agreement. In the event Merchant has transaction returns that exceed 8% of their monthly volume, T TECH may, at its option, terminate this Agreement. In the event Merchant stops conducting business in the normal course, becomes insolvent, or becomes subject to proceedings under the Federal Bankruptcy Act. T TECH may, at its option, immediately terminate this Agreement. In the event Merchant provides written notice to cancel, or verbal notice to cancel T TECH services and Merchant continues to utilize T TECH services, Merchant will continue to be charged for transaction activity.

INDEMNIFICATION: Merchant shall indemnify and hold harmless T TECH, their agents and employees against and from all actions, suits, losses, liabilities, damages, costs, and expenses, including court costs and attorneys' fees, relating to or arising from any and all claims asserted against T TECH due to negligence or misuse by Merchant in its use of T TECH services.

PRICING: Merchant agrees to pay T TECH, according to the "Fee Schedule" set forth on the front side hereof and pursuant to T TECH's usual fee schedule for any other services, T TECH's fees for services performed under this Agreement. T TECH reserves the right to change the service or the service fees with 30 days written notice to



RESOLUTION 6JJ



TRANSACTION TECHNOLOGIES

Merchant. Further, merchant agrees to pay T TECH for any fees, fines, or penalties that result, or could result, from violations or sanctions assessed or levied by the NACHA Organization due to merchant not following these stated rules or from any improper compliance of these rules by merchant.

REPRESENTED ITEMS: Client represents and warrants with respect to all entries we process for you that: (a) EACH Customer has authorized the debiting and/or crediting of his, her, or its account and also for the collection of any returned check or transaction check fees, (b) EACH entry is for an amount agreed to by the Customer, (c) EACH entry is in accordance with the rules and properly authorized in all other respects. Client agrees to defend, indemnify, and hold Processor and all its agents harmless for any losses, liabilities, legal action costs or expenses we incur as a result of any breach of these representations and warranties either intentionally or unintentionally by Client. Client shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the Receiver of authority.

ENTIRE AGREEMENT: This Agreement makes up the entire agreement between the parties concerning Processors ACH services. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain enforceable. There are no third party beneficiaries of this Agreement. Client means each Client named on the T Tech, LLC. Processing Agreement and any and all other parties as the contract requires. If there is more than one Client named on the Processing Agreement each and every so named Client is bound by the signing thereof.

Expected Monthly Activity (Transactions and Amounts)

ACH	Remote Deposit Capture
Items: _____	Items: _____
Returns: _____	Returns: _____
Unauthorized Returns: _____	

Please provide copies of the following documents:

- ___ Most recent FYE and interim financial statements (income statement, balance sheet, etc.)
- ___ Government-issued identification of beneficial owners, officers, principals, attorneys-in-fact, or other authorized signers
- ___ Documents verifying the existence of the entity (e.g., Articles of Incorporation, Partnership Agreement, Articles of Organization (Limited Liability Companies), Fictitious Business Name Statement (Sole Proprietorships)
- ___ Copy of Statement of previous ACH provider



RESOLUTION 6KK



CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the City of Glen Cove 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

Address: 9 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 671-4600

Program #: _____
2. IDENTITY OF INDEPENDENT CONTRACTOR IC"

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

Name: Destin Harvey

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

Address: 238A Glen Cove Avenue

City/State/Zip: Glen Cove, NY 11542

Business Telephone: (516) 725-0417

Social Security or Employer Identification Number: ON FILE

License Number and Expiration Date, if any: 573297430; 12/26/2024
3. WORK TO BE PERFORMED

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

BASKETBALL INSTRUCTOR.
4. TERMS OF PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid \$14.00 per hour (amount)
From June 24, 2021 through November 30, 2021 (Dates)
5. REIMBURSEMENT OF EXPENSES

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



RESOLUTION 6KK



6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES Glen Cove After 3 shall supply, Glen Cove After 3's sole expense, 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 After 3 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 Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in, any employer pension, health, or other fringe benefit plan of the AGENCY.
9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT This agreement shall become effective on June 24, 2021 and shall terminate on __November 30, 2021__.
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 days' 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. NON-WAIVER The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. NO AUTHORITY TO BIND CLIENT IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
16. DECLARATION BY INDEPENDENT IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry



RESOLUTION 6KK



CONTRACTOR

out the work to be performed under this agreement.

17. HOW NOTICES SHALL BE GIVEN Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
18. ASSIGNABILITY This agreement may not be assigned, in whole or in part, by IC without Glen Cove After 3 prior written approval, which may be withheld in the agencies sole discretion.
19. CHOICE OF LAW In the event of any dispute hereunder, any action or proceeding which any party may commence shall be brought in the Supreme Court of the State of New York, County of Nassau, or the United States District Court, Eastern District of New York.
20. ENTIRE AGREEMENT This is the entire agreement of the parties and cannot be changed or modified orally.
21. SEVERABILITY If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. AMENDMENTS This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

***AGENCY:**

City of Glen Cove
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR (CONSULTANT)**

Destin M. Harvey
Firm/Individual Name

Signature

Consultant
Title

Date



RESOLUTION 6LL



CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the City of Glen Cove 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

Address: 9 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 671-4600

Program #: _____

2. IDENTITY OF
INDEPENDENT
CONTRACTOR
IC"

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

Name: Londell W. Wheeler

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

Address: 161 Glen Cove Avenue

City/State/Zip: Glen Cove, NY 11542

Business Telephone: (516) 342-0509

Social Security or Employer Identification Number: ON FILE

License Number and Expiration Date, if any: 969069371; 4/23/2024

3. WORK TO BE
PERFORMED

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

BASKETBALL INSTRUCTOR.

4. TERMS OF
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid \$14.00 per hour (amount)
From June 24, 2021 through November 30, 2021 (Dates)

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.



RESOLUTION 6LL



6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES Glen Cove After 3 shall supply, Glen Cove After 3's sole expense, 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 After 3 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 Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in, any employer pension, health, or other fringe benefit plan of the AGENCY.
9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT This agreement shall become effective on June 24, 2021 and shall terminate on __November 30, 2021__.
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 days' 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. NON-WAIVER The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. NO AUTHORITY TO BIND CLIENT IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
16. DECLARATION BY INDEPENDENT IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry



RESOLUTION 6LL



CONTRACTOR

out the work to be performed under this agreement.

17. HOW NOTICES SHALL BE GIVEN Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
18. ASSIGNABILITY This agreement may not be assigned, in whole or in part, by IC without Glen Cove After 3 prior written approval, which may be withheld in the agencies sole discretion.
19. CHOICE OF LAW In the event of any dispute hereunder, any action or proceeding which any party may commence shall be brought in the Supreme Court of the State of New York, County of Nassau, or the United States District Court, Eastern District of New York.
20. ENTIRE AGREEMENT This is the entire agreement of the parties and cannot be changed or modified orally.
21. SEVERABILITY If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. AMENDMENTS This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

***AGENCY:**

City of Glen Cove
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR (CONSULTANT)**

Londell W. Wheeler
Firm/Individual Name

Signature

Consultant
Title

Date



RESOLUTION 6MM



CITY OF GLEN COVE

MORGAN MEMORIAL PARK SPECIAL USE PERMIT

TO: **Gold Coast Cruisers**

DATE ISSUED: 5/21/21

FROM: City of Glen Cove
Department of Parks & Recreation
516-676-3766

YOUR REQUEST TO USE MORGAN PARK HAS BEEN APPROVED AS FOLLOWS:

APPROVED DATE: Sunday 6/27/2021

TIME: 8 AM –2 PM

PURPOSE: Annual Car Show

SPECIAL CONSIDERATIONS: 400 people

**COMMENTS: *VEHICLES ARE PERMITTED IN THE PARKING LOT ONLY.
NO ONE IS PERMITTED TO DRIVE A VEHICLE INTO THE PARK FOR ANY REASON.
MAKE ARRANGEMENTS TO TRANSPORT SUPPLIES ACCORDINGLY.**

***Alcohol is not permitted in any area of Morgan Park.**

***No loud music.**

***Decorations cannot be affixed to any park structure; free-standing flower arrangements or baskets are permitted, but must be removed.**

***Please leave the park clean after use.**

PERMISSION IS BEING GRANTED FOR YOUR GROUP TO HOLD THEIR EVENT ON MORGAN PARK GROUNDS. HOWEVER, PLEASE NOTE THAT THIS PERMIT DOES NOT GUARANTEE USE OF A DESIGNATED AREA, AS MORGAN MEMORIAL PARK IS A PUBLIC FACILITY AVAILABLE TO ALL RESIDENTS OF THE CITY OF GLEN COVE AND LOCUST VALLEY. THUS, USE OF A PARTICULAR AREA IS ON A FIRST COME, FIRST SERVED BASIS.

Timothy Tenke
Mayor

cc: Chief, Auxiliary Police

Glen Cove Police Dept.

Morgan Park Caretaker

A COPY OF THIS PERMIT MUST BE PRESENTED TO THE GATE ATTENDANT ON DUTY, OR UPON REQUEST, ON THE DATE OF YOUR EVENT. PLEASE CARRY IT WITH YOU.

****Should NYS Covid-19 Mandates change, this permit may be revoked.**

LAURA CURRAN
COUNTY EXECUTIVE



RESOLUTION 6NN



CAROLYN McCUMMINGS, MPH, PhD
COMMISSIONER

JORGE A. MARTINEZ
DEPUTY COMMISSIONER

**COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for the Aging**

60 Charles Lindbergh Boulevard, Suite #260
Uniondale, New York 11553-3691
516-227-8900/FAX 516-227-8972
seniors@hhsnassaucountyny.us

6/22/21

Timothy Tenke, Mayor
City of Glen Cove, Glen Cove Senior Center
9 Glen Street
Glen Cove NY, 11542

Dear Honorable Tenke,

We are pleased to inform you that your contract under the Title IIIC-1 program is being amended. The additional sum of \$30,180 is being added for a new Contract total of \$1,177,756.00 for the period January 1, 2020 through December 31, 2022. To cover a Part Time dishwasher; \$10,060 for remaining of 2021 and \$20,120 for 2022.

Program	Award Amount
2021 Title IIIC-1	\$172,860
TOTAL Contract	\$1,177,746

AN OFFICIAL GRANT AWARD CAN BE MADE ONLY AFTER FINAL REVIEW AND APPROVAL OF THE COMPLETED CONTRACT AND BUDGET FORMS BY THE OFFICE, THE COUNTY EXECUTIVE, AND THE COUNTY LEGISLATURE. THEREFORE, NO PUBLIC ANNOUNCEMENT MAY BE MADE UNTIL THE CONTACT HAS BEEN FULLY EXECUTED.

This award is being made with the understanding that if there are reductions in federal, state or county funding, the contract amount is subject to change.

Thank you for your continued efforts to serve the senior citizens of Nassau County.

Sincerely,
Rita Anderson
Nassau County Depart. of Human Services
60 Charles Lindbergh Blvd. NE2
Fiscal Unit, Suite 200
Uniondale, NY 11553-3687
Desk:516-227-7141
Email Rita.Anderson@hhsnassaucountyny.us



RESOLUTION 6NN



AMENDMENT NO. 1

THIS AMENDMENT, (together with any schedules, appendices, attachments and exhibits, if any, this “Amendment”), dated as of the date that this Amendment is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”) acting for and on behalf of the Nassau County Department of Human Services, Office for the Aging, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553-3687 and (ii) City of Glen Cove, a municipal corporation, having its principal office at City Hall, 9 Glen Street, Glen Cove, New York 11542 (the “Contractor”).

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQHS20000008 between the County and the Contractor, executed on behalf of the County on April 9, 2020 (the “Original Agreement”), the Contractor performs certain services for the County in connection with services/ program, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the “Services”) and Attachment A;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million One Hundred Forty Seven Thousand Five Hundred Sixty Six and 00/100 (\$1,147,566.00) Dollars (the “Maximum Amount”); and

WHEREAS, the parties are desirous of increasing the Maximum Amount of the Original Agreement by Thirty Thousand One Hundred Eighty and 00/100 (\$30,180.00)

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Thirty Thousand One Hundred Eighty and 00/100 (\$30,180.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million One Hundred Seventy Seven Thousand Seven Hundred Forty Six and 00/100 dollars (1,177,746.00) (the “Amended Maximum Amount”).

2. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. Partial encumbrance shall be Ten Thousand Sixty and 00/100 (\$10,060.00);

3. Budget. The budget referred to in Section 3 (h) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit A attached hereto (such amended budget, the “Amended Budget”).



RESOLUTION 6NN



4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.



RESOLUTION 6NN



IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

City of Glen Cove

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive.

☐ Title: Deputy County Executive.

Date: _____



RESOLUTION 6NN



PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



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



RESOLUTION 600



BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: Senior Center

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7030-43802	Title III-C Nutrition	\$10,060	
A7030-51120	Hourly		\$10,060

Reason for Amendment:

Amendment No. 1 to Contract CQHS20000008 with Nassau County to increase revenue in 2021 for a P/T Dishwasher.

Department Head Signature: Christine Rice Date: 6.23.21

City Controller Approval: _____ Date: _____

City Council Approval-Resolution Number: _____ Date: _____

**Paul Yonkers****PLUMBING & HEATING, Inc.****327 Glen Cove Avenue****Sea Cliff, N.Y. 11579****(516)759-2601 Fax:(516) 759-2602****Invoice**

Date	Invoice #
6/17/21	42089
paulyonkersph@gmail.com	

**Bill To**

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

Job Location

Senior Center

Serviced	Description	Qty	Rate	Amount
	Removed existing cast iron waste piping in basement ceiling as discussed. Repiped majority of waste piping from main basement area through the back room near the main house trap. Supported all new piping properly and ran necessary 4", 3", and 2" piping. Reset all toilets and tested waste line to ensure it was working properly. Prior to repiping the waste lines, snaked existing waste lines as complete system was backed up and could not be used			
6/10/21	Prevailing wages hourly rate for 1 mechanic	8.00	115.00	920.00
6/10/21	Prevailing wages hourly rate for 1 mechanic	8.00	115.00	920.00
6/11/21	Prevailing wages hourly rate for 1 mechanic	8.00	115.00	920.00

Subtotal**Sales Tax (8.625%)****Payments/Credits****Balance Due**

Please make checks payable to Paul Yonkers. To ensure proper credit, include the invoice number on your check.
Instagram: paulyonkersplumbing
Facebook: Paul Yonkers Plumbing & Heating

**Paul Yonkers****PLUMBING & HEATING, Inc.****327 Glen Cove Avenue****Sea Cliff, N.Y. 11579****(516)759-2601 Fax:(516) 759-2602****Invoice**

Date	Invoice #
6/17/21	42089
paulyonkersph@gmail.com	

**Bill To**

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

Job Location

Senior Center

Serviced	Description	Qty	Rate	Amount
6/11/21	Prevailing wages hourly rate for 1 mechanic	8.00	115.00	920.00
6/11/21	Prevailing wages hourly rate for 1 mechanic	7.00	115.00	805.00
6/11/21	Prevailing wages hourly rate for 1 mechanic	1.00	115.00	115.00
6/14/21	Prevailing wages hourly rate for 1 mechanic	5.50	115.00	632.50
6/14/21	Prevailing wages hourly rate for 1 mechanic	5.50	115.00	632.50
	Subtotal			5,865.00
	Valued customer discount		-10.00%	-586.50
	Cost of materials		2,154.52	2,154.52

Payments can be made by either check or credit card. We accept all major credit cards, please call or use form to process a payment. All invoices are due within 30 days. After that, a late charge of 10% per month will be added. If a full payment has not been made within 3 months, the invoice will be sent to collections.

Subtotal \$7,433.02**Sales Tax (8.625%)** \$0.00**Payments/Credits** \$0.00**Balance Due** \$7,433.02

Please make checks payable to Paul Yonkers. To ensure proper credit, include the invoice number on your check.

Instagram: paulyonkersplumbing

Facebook: Paul Yonkers Plumbing & Heating



COOPER POWER SYSTEMS

a division of **cooper**electric

Sales. Service. Rentals.

KOHLER
IN POWER. SINCE 1920.

Guy Davi

Industrial Sales Engineer

70 Marcus Blvd.

Hauppauge, NY 11788

C: (516) 272-3516

guy.davi@cooper-electric.com

cooper-electric.com • coopergenerators.com

June 15, 2021

Customer Name: City of Glen Cove

Project Name: City of Glen Cove

SAP#: 26766854

Folio#: 65724NY

Cooper Electric is pleased to offer the following quotation for a **Kohler Generator** and accessories for the above referenced project, based on email information.

Qty (1): MODEL KG60 (outdoor)

DESCRIPTION

- 60kW/ 75 kVA, standby, 120/208 volt, three phase, 4 wire, 60 Hz, 1800 RPM
- UL 2200 Listed and Labeled
- 4P8X Alternator, 209 amps, Standby 130C Rise, with strip heater
- APM 402 controller

FUEL

- Natural Gas

COOLING SYSTEM ACCESSORIES

- Block Heater 1,500W, 120V
- Skid mounted radiator 50C
- Water drain valve

SOUND STEEL ENCLOSURE

- Enclosed insulated silencer with tailpipe & rain cap
- Sound Containment Floor
- Skid mounted, fully corrosion-resistant material construction
- Hinged doors
- Powder Coated (Power Armor *TM*) Fade, scratch, and corrosion resistant finish
- Lockable flush mounted door latches
- Louver & baffles for air inlet that deter rain & snow entry
- Rodent Guards

LINE CIRCUIT BREAKER

- 225 amp, 100 % rated, Thermal Magnetic Trip

ENGINE ELECTRICAL ACCESSORIES

- Battery Rack & Cables
- 1/12V starting battery
- Battery Charger Temp. Comp. Sensor
- Battery charger, 10A, 120V



RESOLUTION 6QQ



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cooper-electric.com • coopergenerators.com

ENGINE AND GENERATOR ACCESSORIES

- Operation and maintenance manuals
- Internal Neoprene Vibration Isolators
- Lube oil & coolant
- Oil drain extension
- Manual Speed Adjust
- Local emergency stop button
- Remote emergency stop button (shipped loose for installation by others)
- Run relay
- RSIII remote annunciator (shipped loose for installation by others)
- Air filter restriction indicator

AUTOMATIC TRANSFER SWITCH – KCS-ACTA-0400S

- 400-amp, 3 pole, 208 volt, standard transition, three phase, 4 wire, 60 Hz, furnished in a NEMA 1 enclosure, floor installation.

WARRANTY

- One Year warranty on generator and ATS

START UP

- Start up and building load run with alarm verification by a certified trained technician during normal business hours.

SERVICES

- Training from certified technician
- Certified factory test report
- Pull the plug test (Conducted same day as Load Bank Test)



RESOLUTION 6QQ



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C: (516) 272-3516

guy.davi@cooper-electric.com

cooper-electric.com • coopergenerators.com

Your cost delivered to a riggers yard: (Offloading by others) -*FOB Factory*

\$29,320.00

Tax Not Included

EXCEPTIONS/DEVIATIONS/NOTES/CLARIFICATIONS

1. Quotation based upon the Email information furnished to Cooper Power Systems and is limited to the bill of materials herein. Please contact this office for a quotation if additional goods or services are desired
2. Permits, site preparation, and installation by others
3. Rigging by Others
4. Our warranty starts at the time of startup and not the time of substantial completion. If your project requires additional warranty, please contact us.
5. Fuel for testing or any operational use by Others
6. Infrared Scanning by Others
7. Any Onsite Sound Testing by Others
8. Any Onsite Emissions Testing by Others (All Kohler Gensets come Factory Certified with No Need for Onsite Testing)
9. All Travel expenses, Lodging and Food associated with factory witness testing is by others
10. Please note our factory enclosure is Kohler beige...if another color is required there will be an upcharge. Contact us for pricing
11. Wiring by Others
12. Labeling by Others
13. Fire Alarm ATS's and Fused Disconnects Painted Red by Others
14. As we are all aware, COVID-19 has impacted and is expected to continue to impact all levels of the supply chain for the foreseeable future. The resulting product shortages, manufacturing delays, increased lead times and costs, shelter-in-place orders, border closures, and reallocations of supply by national, local, and foreign governments, among others, are all unforeseeable events outside of our control. Moreover, the ultimate duration and scope of these and other still unknown effects remain unclear. Accordingly, we must treat this pandemic as a force majeure event, which means that, for example, prior approaches, terms, conditions, commitments, and/or schedules, among others, may in certain circumstances require adjustment as we work together to navigate and mitigate the effects of this pandemic.



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TERMS AND CONDITIONS

1. If plans and specifications are not provided, CPS' proposal is limited to the Bill of Materials listed.
2. All Permits and Code Compliance (e.g. noise, plumbing, and/or electrical) is the responsibility of the Customer and/or installer.
3. The estimated dates for material completion and/or delivery are estimates only and are subject to change due to market conditions. CPS is not responsible for changes in factory lead times or any associated costs resulting from lead time changes.
4. Neither CPS nor its suppliers are responsible for any Liquidated Damages or costs for rental generators which may be incurred by the customer due to lead time changes or equipment warranty issues.
5. Material will ship direct from the manufacturer to Customer's designated shipping address via Common Carrier in a closed top truck – unless otherwise specified at the time the order is placed. Freight terms for orders shipped from the manufacturer are FOB Factory. Title to the equipment will transfer to the Customer at the time of shipment from the manufacturer. Obtaining weights for lifting/rigging and the offloading/rigging of material is the responsibility of the customer.
6. In the event material is re-consigned to an address other than the address on the order and the manufacturer or the Common Carrier assesses re-consignment charges, these additional fees will be the responsibility of the customer.
7. All Industrial and Commercial equipment is non-cancellable once released for production.
8. Prices do not include federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, CPS will bill them at time of invoicing as a separate charge item. If the Customer or the Project is exempt from Sales Tax, the appropriate Tax Exempt Certificate must be provided at the time the order is placed or released.
9. If the Project is bonded, copies of the Bond must be provided at the time the order is placed or released.
10. CPS is not responsible for the installation of any equipment or loose parts, such as silencers or housing hoods.
11. Providing fuel for the generator is the responsibility of the customer.
12. For Customers who have an established line of credit with Cooper Electric Supply Co. (CESCO), full and final payment is due and payable thirty (30) days after delivery or prior to the start-up of the generator – whichever occurs first. Jobsite services and warranty will not be provided until payment is received.
13. For Customers on a Cash Basis, all orders must be accompanied by a deposit payment of 50%. No material will be shipped or delivered unless all invoices are paid in full. If a COD delivery is scheduled, payment must be in the form of a Certified/Bank Check. COD orders shipping direct from the manufacturer must be paid in full at least 30 days prior to the scheduled shipping date from the factory.
14. Retainages are not permitted.
15. The pricing included with this proposal is valid for 30 days from the date of this quotation.
16. Cancellation cost after submittal has been provided, would be 2.5% of total amount of the Quote.
17. All rights and liabilities hereunder shall be determined in accordance with New Jersey laws.

Very truly yours,
Guy Davi

Authorized By:

Signature: _____

Print Name: _____

Date: _____

PO# _____



RESOLUTION 6RR



ANKER'S ELECTRIC SERVICE, INC
10 SOUTH FIFTH STREET P.O. Box 378
LOCUST VALLEY, NEW YORK 11560
TEL. (516) 676-1333 Fax 516-676-7166

Craig Johansen
President
cjanker57@hotmail.com

Denis O'Regan
Vice President
denisoregan3@aol.com

PROPOSAL

June 17, 2020

Vinny Martinez
Supervisor, Department of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: DPW Generator

Install ATS supplied by owner.

Extend conduit from existing generator set to new location outside.

Pull new conductors from ATS to new generator set.

Install second conduit from ATS to new generator set for control wires.

Due to increase in copper and conduit.

Estimated Cost for Labor and Material: \$24,250.00

Denis O'Regan
Vice President

Accepted/Date
City of Glen Cove

DO/eg

CC: Liz Mestres



Paul Yonkers

PLUMBING & HEATING, Inc.

327 Glen Cove Avenue

Sea Cliff, N.Y. 11579

(516)759-2601 Fax:(516) 759-2602

Estimate

Date	Estimate #
6/23/21	1772

Name / Address
City of Glen Cove City Hall 9 Glen Street Glen Cove, NY 11542

Project

Description	Total
<p>Work to be done at DPW:</p> <p>To cut in a tee into the existing gas piping by the meter in the rear of the building. We will run approximately 20' of 2" galvanized gas piping to the new generator. This piping will be properly mounted and secured against the building for safety. Additionally, a gas valve will be installed for ease of service and safety. We will then tie in the generator and test to ensure it is working properly.</p> <p>As required, we will test all existing gas lines in the building. If a leak is found, it will be repaired at an additional cost of labor plus materials. This test is performed with 5PSI and a soap test.</p> <p>The existing gas meter will be left as is and will not be increased.</p> <p>Generator to be provided by the City of Glen Cove.</p>	2,675.00

Please visit us at www.paulyonkers.com

All estimates are Valid for 60 (sixty) days. After that, price is subject to change. All boiler prices are subject to change and the customer would be responsible for the difference.