



Municipal Engineering & Infrastructure  
Civil/Site/Structural Design  
Contractor Support Services

6A

November 21, 2022

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

Re: Golf Course – Proposed Steel Golf Net Poles/Netting

Dear Mr. Saulino:

Newport Professional Engineering, PC is pleased to provide the following scope of services relating to the above-captioned project. Per our initial understanding, the following outlines a series of tasks *Newport PE* will provide;

#### **I. SCOPE OF SERVICES**

- a) NewportPE to coordinate with City of Glen Cove Purchasing Agent and prepare associated project technical specifications for planned new steel pole and netting installation, site location sketch and pole locations, and associated technical specifications;
- b) Newport to provide bid support (Assist Purchasing) & construction phase ~~services during construction phase; review of bids received and recommendation for award, project 'kick off' meeting; shop drawing/product review; periodic inspection during construction, review of contractor payment, punch list, and final sign off;~~
- c) Exclusions: No site surveying or utility mark-out, to be coordinated by City.

1035 Oyster Bay Road, Suite E  
East Norwich, New York 11732  
Oyster Bay, New York 11771  
Tel: 516.922.2672  
Fax: 516.922.2686  
[www.newportengineeringpc.com](http://www.newportengineeringpc.com)

## **II. FEES & PAYMENT TERMS**

- a) For the Scope of Services Item Ia, b - The Engineering Fee would be performed on a lump sum basis of \$ 15,000.00;

Thank you for considering Newport Professional Engineering, P.C. for this project.

Very truly yours,

*Nicholas J. DeSantis*

Nicholas J. DeSantis, P.E.  
Principal Engineer

Cc: Rocco Graziosi, DPW Project Manager

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6B



**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

Monday December 5<sup>th</sup> 2022,

**Water And Sewer Lines  
Installed And Repaired**

**City of Glen Cove Water Dept**  
9 Glen St #301  
Glen Cove, NY 11542  
(516) 676-2238; [mcolangelo@glencoveny.gov](mailto:mcolangelo@glencoveny.gov)

**Job: Cove Street 8" Water Main Replacement, Glen Cove**

We will supply labor, machine, material for the following work.

1. Supply 811 mark out.
2. Install 1-8" Class 52 Ductile iron water line from new 8" valve at Bottom Hill, approximately 2' off old gate valve to intersection of Cove Street & Knoll Place. Supply up to 150' of 8" Piping.
3. Supply 1-8x8x8 Tee with 3-valve clusters at intersection of Knoll place & Cove Street.
4. Supply up to 2-8" offsets of 8" piping
5. Supply up to 3- 6"x8" Reducers at each connection.
6. Retie in 6" Fire Line
7. Back fill, Compact, Rough Grade Trench, Remove left over soils, Temporary Patch Road.

We Guarantee our labor and materials for one (1) year.

The Price for the above proposed work will be **\$94,120.00 (Ninety-Four Thousand One Hundred and Twenty Dollars).**

- Exclusions:**
- 1) All engineered drawings & approvals
  - 2) Any additional piping offsets or valves needed or requested will be an additional charge.
  - 3) Any after hours or night work will be an additional cost if needed.
  - 4) All permanent road repairs to be done by others.

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
**ORCHID SEWER & WATER CONTRACTING CORP.**

BY: \_\_\_\_\_  
**CHRISTOPHER FALBO, PRESIDENT**



Municipal Engineering & Infrastructure  
Civil/Site/Structural Design  
Contractor Support Services

6C

November 21, 2022

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

Re: City of Glen Cove Library Parking Field On-Site Drainage  
Limited On-Site Drainage Inspection

Dear Mr. Saulino:

Newport Professional Engineering, PC is pleased to provide the following scope of services relating to the above-captioned project. Per our initial understanding, the following outlines a series of tasks *Newport PE* will provide;

#### **I. SCOPE OF SERVICES**

- a) NewportPE to coordinate with City-Wide to perform CCTV inspection, vactoring, and line flushing, of existing drainage network piping, outside Library rear parking field. NewportPE to monitor and track actual routing of storm drainage piping and prepare findings and recommendations letter;
- b) City of Glen Cove to provide historical information including GIS map and any site drainage information prior to commencement;
- c) This is day rate and Preparation of Findings and Recommendation letter. No design documents, additional inspection days, if required, to be covered under separate proposal.

#### **II. FEES & PAYMENT TERMS**

- a) For the Scope of Services Item Ia- The Engineering Fee would be performed on a day rate lump sum basis of \$ 2,750.00;

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East Norwich, New York 11732  
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11/21/2022  
Page 2 of 2

Thank you for considering Newport Professional Engineering, P.C. for this project.

Very truly yours,

*Nicholas J. DeSantis*

Nicholas J. DeSantis, P.E.  
Principal Engineer

Cc: Rocco Graziosi, DPW Project Manager

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CityWide Plumbing Services Corp  
PO Box 350, Carle Place, NY 11514-0350  
Water Flows Where CityWide Goes  
1-800-310-2564 - Fax: 718-343-6820  
LMP- Anthony LiBassi #1488  
LMP-Kenneth Gordon #1804 FSP # 751-B  
1239 Castle Hill Ave. Bronx, NY 10462  
License # H0601520000  
www.CitywidePlumbers.com  
Follow us @CitywidePlumbers

**BILL TO**  
GLEN COVE PUBLIC LIBRARY  
4 GLEN COVE AVE  
GLEN COVE, NY 11542 USA

ESTIMATE  
319601544

ESTIMATE DATE  
Oct 12, 2022

**JOB ADDRESS**  
GLEN COVE PUBLIC LIBRARY  
4 Glen Cove Avenue  
Glen Cove, NY 11542 USA

Technician: HARDY, TYRONE

#### ESTIMATE DETAILS

CLEAN CATCH BASIN / DRY WELL , WATER JET AND VIDEO INSPECT LINE : WORK IN REAR NORTH CORNER AREA OF PARKING LOT , WITH HEAVY DUTY HIGH VELOCITY VAC-ALL TRUCK , OPERATOR , (1) MECHANIC'S , TO CLEAN NON - CONTAMINATED DIRT AND DEBRIS FROM (2) CATCH BASIN / DRY WELL AND WATER JET ALL INTERCONNECTING LINES .

NOTE : IF ANY PUMPING OF WATER WITH HEAVY DUTY PUMP TRUCK IS NEEDED IT WILL BE ADDITIONAL CHARGE OF \$225.00 PER 1,000 GALLONS.

NOTE : WORK TO BE PERFORM MONDAY - FRIDAY BETWEEN THE HOURS OF 8AM - 5PM

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	WORKING IN REAR PARKING LOT PROPERTY AS DIRECTED BY MANAGEMENT  - SUPPLY HEAVY-DUTY VAC-ALL EQUIPMENT WITH (1) ONE OPERATOR AND (1) ONE HELPER TO CLEAN UP TO 2 YARDS OF NON-CONTAMINATED DIRT & DEBRIS FROM (2) STORM CATCH BASINS AND/OR DRY WELLS AS NEEDED - UTILIZING HIGH VELOCITY WATER JETTING EQUIPMENT ALSO WATER JET ANY ACCESSIBLE INTERCONNECTING DRAIN LINES TO CLEAR PIPES OF BLOCKAGES AND SEDIMENT BUILD UP MEN & EQUIPMENT: OUR PRICE PLUS NYS SALES TAX: FIRST DRYWELL/CATCH BASIN (2 YARDS OF NON-CONTAMINATED DEBRIS) \$2,495.00 EACH ADDITIONAL DRYWELL/CATCH BASIN (2 YARDS OF NON-CONTAMINATED DEBRIS) \$2,250.00 ADDITIONAL YARDS (ABOVE THE INCLUDED 2 YARDS) \$295.00 PER YARD NOTE:	1.00	\$4,745.00	\$4,745.00

\* ANY CHANGE ORDER WILL BE REVIEWED BY CITYWIDE MANAGEMENT AND MAY RESULT IN ADDITIONAL CHARGES

\* MANAGEMENT TO ARRANGE FOR TRAFFIC CONTROL AND/OR TO CONE OFF ANY PARKING AREA THAT MAY BE NEEDED TO BE SERVICED

\* IF ANY PUMPING OF WATER IS NEEDED TO BE REMOVED OFF SITE WITH A VACUUM PUMP TRUCK AN ADDITIONAL CHARGE WILL APPLY - THE CHARGE WILL BE \$225.00 PER 1000 GALLONS + NYS SALES TAX (DUMP FEES INCLUDED)

\* WORK IS TO BE PERFORMED MONDAY - FRIDAY 8AM-5PM

1. A 50% DEPOSIT IS REQUIRED PRIOR TO THE START OF WORK. BALANCE DUE UPON COMPLETION UNLESS OTHERWISE SPECIFIED.
2. ALL WORK WILL BE COMPLETED ACCORDING TO STANDARD PRACTICE IN A GOOD, WORKMANLIKE MANNER.

WE CANNOT BE HELD RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO LANDSCAPING, SPRINKLER SYSTEM, UNDERGROUND WIRING, MASONRY WORK, STREETS, SIDEWALKS, ETC.

IN REQUESTING THE SERVICES INDICATED ABOVE, I UNDERSTAND THAT THE CONDITION OF PIPES, ETC. CANNOT BE READILY DETERMINED AND THAT THE PIPES, ETC. MAY BE DETERIORATED BY THE AGE OR EXPOSURE TO ACID OR OTHER CHEMICALS. THEREFORE, IN CONSIDERATION OF THE SERVICES REQUESTED, I HEREBY RELEASE AND DISCHARGE THE ABOVE COMPANIES, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS FROM ANY CLAIM OR PROPERTY DAMAGE, INCLUDING CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY SERVICES. I FURTHER AGREE TO INDEMNIFY AND HOLD THE ABOVE HARMLESS AGAINST ANY SUCH CLAIMS MADE BY ANY THIRD PARTY.

I REPRESENT AND AFFIRM THAT I AM OF FULL AGE AND THAT I HAVE EVERY RIGHT TO CONTRACT IN MY OWN NAME.

I REPRESENT AND AFFIRM THAT I HAVE READ EACH AND EVERY WORD OF THE FOREGOING. I REPRESENT AND AFFIRM THAT THIS WORK AUTHORIZATION AND HOLD HARMLESS AGREEMENT HAS BEEN EXPLAINED TO ME BY A DULY TRAINED COMPANY REPRESENTATIVE. I UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

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. Any alterations or deviations from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

2	DISCOUNT:	1.00	\$-474.50	\$-474.50
	DISCOUNT 10% OFF			

SUB-TOTAL	\$4,270.50
TAX	\$0.00
<b>TOTAL</b>	<b>\$4,270.50</b>

CityWide values your opinion! Visit our website at [www.citywideplumbers.com/contact](http://www.citywideplumbers.com/contact) to evaluate our Service Technician - We appreciate your business.

**CUSTOMER AUTHORIZATION**

In requesting the services indicated above (the "Services"), I understand that CityWide Plumbing Services Corp. ("CityWide") may not be able to readily determine the condition of any pipes it may come into contact with during its performance of the Services and that many pipes and component parts may have already deteriorated due to age or exposure to acids, other chemicals or other latent defects of which CityWide could not be aware. As a result, to the extent permitted by applicable law, I, on behalf of myself and all other members of my household or company (whichever may apply), (i) hereby release and hold harmless CityWide and its affiliates, agents, employees, officers, directors, shareholders, and contractors from any and all claims for injury to person or property arising out of CityWide's performance of the Services and (ii) agree to defend and indemnify CityWide from any and all claims brought by any third parties in connection with CityWide's performance of the services. I represent and warrant the following: I am the owner of the subject premises or otherwise have the authority to enter into this agreement; and I have read this entire agreement and accept the terms thereof; and I have been explained the Services to be performed and the terms of the Hold Harmless Agreement and understand and accept the terms thereof; and I agree to be bound by the terms and conditions set forth herein.

Sign here

Date

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

BUDGET TRANSFER FORM

GCF-1 (8/19)

6F

DEPARTMENT: DPW Admin

BUDGET YEAR: 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1490.55438	Contractual		\$4,677.33
A1490.54302	Building Materials	\$4,677.33	

Reason for Transfer: To Install LED Lighting on Ceiling in  
Court Chambers & Tax Offices.

Department Head Signature: \_\_\_\_\_

Date: 11/30/22

City Controller Approval: \_\_\_\_\_

Date: 11/30/22

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

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

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

6H

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**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

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**THE GRANTEE:**

City of Glen Cove  
City Hall  
9 Glen Street  
Glen Cove, New York 11542  
Contact: Pamela Panzenbeck  
Phone: (516) 676-2000  
Email: ppanzenbeck@glencoveny.gov

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**THE PROJECT:**

Purchase and Replace 5 Police Patrol  
Vehicles

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**PROJECT LOCATION(S):**

Police Department

**ADDRESS:**

1 Bridge St., Glen Cove, 11542

**GRANT AMOUNT:**

\$250,000.00

**FUNDING SOURCE:**

State and Municipalities("SAM")

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT  
INFORMATION SHEET DATE:**

1/22/2021

**EXPIRATION DATE OF THIS AGREEMENT:**

3 YEARS FROM DASNY EXECUTION DATE

**Project ID: 24504**  
**GranteeID: 187**  
**FMS#: 135129**

## TERMS AND CONDITIONS

### 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  
Purchase and Replace 5 Police Patrol Vehicles  
Project ID: 24504

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  
Purchase and Replace 5 Police Patrol Vehicles  
Project ID: 24504

USE OF FUNDS	TIMELINE		SOURCES			Total
	Anticipated Dates**		DASNY Share	In-Kind / Equity /Sponsor	Other Sources	
	Start	End	Amount	Amount	Amount	
Purchase and Replace 5 Police Patrol Vehicles			\$250,000.00	\$61,913.00	\$0.00	\$311,913.00

\* 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 Municipalities ("SAM") Grant*  
*Purchase and Replace 5 Police Patrol Vehicles*  
*Project ID: 24504*

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**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. 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 OFFICE USE ONLY	
GQ Review	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <small>DS</small>   </div>	12/21/2021

**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:                                     | <a href="https://glencoveny.gov">https://glencoveny.gov</a>              |
| 4. Business E-mail Address:                             | <a href="mailto:afangmann@glencovecda.org">afangmann@glencovecda.org</a> |
| 5. Principal Place of Business Address:                 | City Hall, 9 Glen Street, Glen Cove NY 11542                             |
| 6. Telephone Number:                                    | 516-676-1625   |
| 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) Community College
  - 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-Funded Project? Yes No ☒ x  
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 ☒

If answer is "Yes", Please explain:

3. Does the Grantee have a conflict of interest policy? Yes ☒ 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 ☒ 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 ☒

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 ☒ 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: Yes No

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 <input checked="" type="checkbox"/> |
| b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process?  | Yes | No <input checked="" type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> |
| e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government?   | Yes | No <input checked="" type="checkbox"/> |
| f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency?   | Yes | No <input checked="" type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> |

- |   |                      |
|---|----------------------|
| 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 <b>x</b> |
| 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 <b>x</b> |
| 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 <b>x</b> |
| 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 <b>x</b> |
| l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?   | Yes      No <b>x</b> |
| m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws?  | Yes      No <b>x</b> |
| 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 <b>x</b> |
| - A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation?   | Yes      No <b>x</b> |

**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 **failed** 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:

--

### 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:

*Ann Fangmann*

431B5E3CFA884F2...

Signature of Authorized Officer

Ann Fangmann

Printed Name of Authorized Officer

Executive Director, Glen Cove CDA

Title of Authorized Officer

12/15/2021

Date Signed

DocuSigned by:

*Timothy Tenke*

2CCF44C84D5D41C...

Signature of Authorized Officer

Timothy Tenke

Printed Name of Authorized Officer

Mayor

Title of Authorized Officer

12/16/2021

Date Signed

## EXHIBIT D: Disbursement Terms

City of Glen Cove  
Purchase and Replace 5 Police Patrol Vehicles  
Project ID: 24504

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  
Purchase and Replace 5 Police Patrol Vehicles  
Project ID: 24504

**For Office Use Only:**

**FMS#: 135129**

Payment 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
\$	\$250,000.00			

- \* 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 #24504.

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 Municipalities ("SAM") Grant*  
*Purchase and Replace 5 Police Patrol Vehicles*  
*Project No. 24504*

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.
<b>OR</b>		
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 #:
<b>OR</b>		
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 <b>segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.</b> 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 ( ) \_\_\_\_\_.

Please sign and return these documents to DASNY at [apgrants@dasny.org](mailto: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: \_\_\_\_\_

City of Glen Cove  
Purchase and Replace 5 Police Patrol Vehicles  
Project ID: 24504

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

## **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.



**SERVICE CONTRACT BETWEEN ASSOCIATION ON AGING IN NEW YORK  
AND GLEN COVE**

6-I

THIS AGREEMENT made this 1<sup>st</sup> day of September, Two Thousand and TWENTY between the ASSOCIATION ON AGING IN NEW YORK, INC., having its principal offices at 515 Broadway STE 402, Albany, New York 12207, hereinafter referred to as "Aging NY", and Glen Cove Senior Center, 130 Glen Street, Glen Cove, NY 11542, hereinafter referred to as "Glen Cove."

WITNESSETH:

WHEREAS, Aging NY will contract with Glen Cove as a consultant to establish the Center of Excellence program according to the terms and conditions outlined herein.

WHEREAS, this contract has been authorized by the Board of Directors of Aging NY, now, therefore,

FOR GOOD AND VALUABLE CONSIDERATION, the parties do hereby agree as follows:

1. **TERM.** The term of this contract shall commence upon signing by both parties and terminate December 31, 2023. All activities under this contract must be completed within the term dates set forth herein.
2. **AMENDMENT OR TERMINATION.** This contract may be amended at any time during the term hereof by mutual written agreement of the parties. This contract may be terminated at any time by either party upon the giving of thirty (30) days written notice to the other party; however, in the event Glen Cove defaults in the performance of any of its obligations under this contract, Aging NY may terminate the contract effective upon written notice at any time. However, any termination of this contract shall not relieve Glen Cove of its duty to defend, indemnify and hold harmless Aging NY as set forth herein.
3. **SCOPE OF SERVICE.** Glen Cove shall provide services in accordance with the responsibilities and deliverables outlined in Appendix A, which is attached hereto and a part hereof.
4. **SOURCE OF FUNDS.** Center of Excellence project is funded by a Project grant from the New York State Office for the Aging to Aging NY.
5. **PAYMENT AMOUNT.** Aging NY shall pay Glen Cove for services rendered pursuant to this contract a total amount of not more than \$150,000 (One hundred fifty thousand dollars and zero cents), upon completion of the responsibilities and deliverables set forth in Appendix A, which is attached hereto and made a part hereof, along with payment terms.
6. **PAYMENT PROCESS.** Glen Cove will provide Aging NY with duly certified claims for reimbursement for performance of the responsibilities and deliverables set forth in this Agreement as outlined in Appendix A, together with such other documentation that Aging NY deems appropriate and provided that the services rendered hereunder meet the satisfaction of the Executive Director of Aging NY. Aging NY will provide payment to Glen Cove within twenty (20) days of receiving the funds from New York State Office for the Aging (NYSOFA). Payment to Glen Cove is contingent on Aging NY receiving payment from NYSOFA for the services provided under this Agreement.
7. **APPROVAL OF COMMUNICATION, OUTREACH, OR MARKETING DOCUMENTS.** Glen Cove will provide an electronic copy of all communications, outreach, or marketing documents produced under this contract for approval at least three business days in advance of distribution, for approval to Aging NY.
8. **OWNERSHIP OF MATERIALS.** Aging NY owns all materials generated by the Center of Excellence

project and Glen Cove is prohibited from using these materials for profit or gain or for any other purposes unless permission is granted in writing from Aging NY. Material or work produced under this Agreement shall be considered "work for hire," and owned exclusively by Aging NY. Glen Cove shall not claim or assert any interest, proprietary or otherwise, in any materials or work required to be produced or delivered under this Agreement. Glen Cove assigns all rights, title, and interest to such materials and work to Aging NY. Glen Cove will cooperate and take all necessary action to facilitate such assignment to Aging NY.

9. **INDEPENDENT CONTRACTOR.** Both Glen Cove and Aging NY intend that Glen Cove status be that of an independent contractor and nothing in this contract shall be construed to create an employer/employee relationship between Glen Cove, its owner(s), or employees and Aging NY. Glen Cove shall not enter into any contract or commitment on behalf of Aging NY, and Glen Cove further acknowledges that it is not considered an affiliate or subsidiary of Aging NY and is not entitled to any of Aging NY's employment rights or benefits. It is expressly understood by both parties that this undertaking is not a joint venture.

10. **CHALLENGES TO INDEPENDENT CONTRACTOR STATUS.** If the Internal Revenue Service or any other governmental agency questions or challenges Glen Cove independent contractor status, then it is agreed that both Aging NY and Glen Cove shall have the right to participate in any conference, discussion, or negotiation with the governmental agency, irrespective of with whom, or by whom, such discussions or negotiations are initiated.

11. **CONSULTANT TO AGING NY.** In all communications with individuals or organizations, whether written, verbal or otherwise, Glen Cove will self-identify as a consultant to Aging NY for the New York Center of Excellence.

12. **WITHHOLDING FROM PAYMENTS.** Aging NY agrees not to withhold from the payments any sums for state or federal income tax, unemployment insurance, workers' compensation, disability insurance, or social security insurance (FICA). Glen Cove understands, and represents to Aging NY, that such insurance and tax payments are the sole responsibility of Glen Cove, its owners, and employees. Glen Cove shall indemnify and hold Aging NY harmless from all loss or liability incurred by Aging NY as a result of Aging NY not making such payments or withholdings.

13. **NON-ASSIGNMENT.** Glen Cove shall not assign, transfer, sublet or otherwise dispose of this contract, or of its right, title or interest in this contract, or its power to execute the same, to any other person or corporation without the prior consent, in writing, of the Board of Directors of Aging NY. An assignment of this contract shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions herein shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the contract.

14. **WARRANTIES BY Glen Cove.** Glen Cove represents and warrants to Aging NY that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial and/or municipal laws.

15. **CONFIDENTIALITY.** Glen Cove recognizes and acknowledges that this Agreement creates a confidential relationship between Glen Cove and Aging NY and that information concerning Aging NY's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Aging NY is hereinafter collectively referred to as "Confidential Information." Glen Cove agrees to follow client information security procedures and otherwise take all reasonable precautions for the protection of Confidential Information.

16. **NON-DISCLOSURE.** Glen Cove agrees that, except as directed by Aging NY, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and

that, upon the termination of this Agreement, it will turn over to Aging NY all documents, papers, and other matter in its possession or control that relate to Aging NY electronically by email, on a travel drive, or other similar means.

17. **COMPLIANCE WITH LAWS.** Glen Cove shall perform in accordance with all applicable federal, state, and local laws, rules, and regulations. All statutory provisions applicable to this contract are hereby incorporated by reference.

18. **OFFICE RULES.** Glen Cove shall comply with all office rules and regulations, including security requirements, when on Aging NY premises.

19. **CONFLICT OF INTEREST.** Glen Cove shall not offer or give a gratuity of any type to any Aging NY client, employee, or agent.

20. **SEVERABILITY.** In the event any provision of this contract shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

21. **NON-DISCRIMINATION.** Glen Cove agrees to ensure that no person shall be subjected to discrimination on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability, or any other trait protected by federal, state, or local law. Glen Cove agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, with Executive Orders Nos. 11246 and 11375 and accompanying regulations.

22. **GOVERNING LAW AND VENUE.** This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law provisions thereof. Any dispute regarding the performance or enforceability of this Agreement shall be brought before the Supreme Court of the State of New York, County of Albany, or the U.S. District Court for the Northern District of New York.

23. **PLANNING AND COMMUNICATION.** Glen Cove will include Aging NY in all planning. This communication can be achieved through participation in conference calls, meetings and through written materials. Aging NY should be kept informed of any adjustments to plans or schedules. All information in this regard should be sent to:

Rebecca Preve, Executive Director  
Association on Aging in New York  
515 Broadway STE 402, Albany, NY 12207  
Phone: (518) 449-7080 • [becky@agingny.org](mailto:becky@agingny.org)

24. **HOLD HARMLESS.** To the fullest extent provided by law, Glen Cove agrees to indemnify, hold harmless and defend Aging NY, its agents, employees or any other person against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) this Agreement, and (b) the acts, omissions, liabilities, or obligations of Glen Cove in the course of its duties on behalf of Aging NY.

25. **ENTIRE AGREEMENT AND NOTICE.** This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and their respective seals to be hereunto affixed by their duly authorized officers the date and year first above written.

**ASSOCIATION ON AGING IN NEW YORK,  
INC.**

---

Rebecca Preve, Executive Director

---

Date

**GLEN COVE**

---

Pam Panzenbeck, Mayor

---

Date



	Tasks	Personnel	Resources	Metrics
	Finalize expansion plan items through 2022	VC, JM, CR, CW, TB		Completion of timeline
	Outreach to Vision Long Island – request attendance/presentation at board meeting	VC, JM		Scheduled and completed presentation
	Outreach to Bernard Macias at AARP re: expansion of Glen Cove programs throughout Nassau County; plan event to coincide with action plan submission/COE sign installation	VC, JM		Scheduled event date; number of attendees/partners; number of signs installed
	<u>WWAD</u> Outreach to Bryan Romey at WWAD to discuss expansion	VC		Completed meeting
	Meet with potential WWAD locations (Mount Sinai South Nassau, NYIT, Molloy, Hofstra) to host an event	VC, JM		Approval of collaborative events
	Secure locations, physicians, topics, medical units/screenings, outreach plan for Oct/Nov walks	VC, ND		Scheduled locations/physicians/topics; secured screenings; completed outreach plan
	Outreach/presentation to Nassau County Village Officials Association	VC, JM		Scheduled and completed presentation
	Outreach/meet with Farmingdale and Westbury Village Mayors to discuss obtaining age-friendly status	VC, JM		Scheduled and completed meeting; # interested
	Host Walk with a Doc event (outdoor)	VC, ND		# attendees; eval survey feedback
	Status update to NYSOFA	VC, JM, CR, CW, TB		Completed status report
	Host Walk with a Doc event (indoor)	VC, ND		# attendees; eval survey feedback
	Outreach to WWAD locations to consider becoming chapters	VC, JM		# new chapters
	Age-Friendly Community event with Hofstra	VC, CW		Completed event/schedule; # attendees
	Outline expansion plan for 2023 Develop report on Glen Cove TimeBank expansion plan	VC, JM, CR, CW, TB		Completion of timeline Completed report

The City of Glen Cove is excited to take the lead of Age-Friendly policies across all livability domains in Nassau County. Through public and private partnerships with AARP, New York State Office for the Aging, and project collaborators the City plans to develop innovative strategies in achieving broader changes to the built environment and community programming through Age-Friendly policy.

1. Overview of Glen Cove Age-Friendly

2. Expansion of Walk With A Doc (WWAD) to all of Nassau County:

Fall/Spring/Summer Locations	Indoor Winter Locations
Long Beach (South Shore)	Freeport Recreation Center
Freeport (South Shore)	Rockville Centre Recreation Center
Rockville Centre (Southern/Mid)	Glen Cove YMCA
Eisenhower Park (Middle)	Roosevelt Field Mall
Glen Cove (North Shore)	Broadway Mall
Hofstra University	
Molloy University	

3. Expansion of Partnership with Northwell and South Nassau Communities Hospital:

- Mobile medical units to have presence at WWAD locations
- Provide wellness screenings in addition to talk
- Collaborative walks with Stony Brook Medicine and LI Health Collaborative
- Phase 2 – expand to include NYU Langone and Catholic Health Systems

4. Partnership with Trade Associations

- How to look at new development with an Age-Friendly lens
- How to reimagine/update existing infrastructure with Age-friendly principles
- Trainings and workshops architecture/engineering/construction in Age-Friendly housing
- Presentations and partnerships with zoning and planning boards
- Collaborate with local officials to create incentives and inclusive policy

5. Expansion of TimeBank to all of Nassau County

6. Partnership with Hofstra Masters in Public Health, Gerontology: Healthy Aging MS, and Community Health BS Programs

- Seminars/Conferences/Workshops – Age-Friendly leadership institute

7. Transportation

- City of Glen Cove Mapping
- Loop bus – pilot; recreate/adapt in additional communities

Appendix B

City of Glen Cove

2022-2023 Age-Friendly Proposed Budget

Consultants:		Amount
Age Friendly Director- position to run January 1, 2023- December 31, 2023	Oversee the 38 member Advisory Board and Domain Committees, Begin to execute short term goals of the Draft Action Plan to NYS, put forth new initiatives, new partnerships, promote AF Communities throughout NC, mentoring and training for NC. Oversee and monitor Timebanking and WWAD, supervise team/staff, interns and volunteers, update website, analyze and secure program sustainability. Grant writing and fund raising.	\$55,000
Consultant / Liaison- position to run January 1, 2023- December 31, 2023	Educational Liaison to academic institutions throughout Nassau County, provide project support and further the vision and sustainability of initiative through training sessions and the coordination of local workshops and conferences, assist Director in creating partnerships and make connections in the community to educate the public and community leaders and service providers about incorporating age friendly principles in their work and communities. (P/T position)	\$24,000
Consultant- position to run January 1, 2023- December 31, 2023	New York State liaison, collaborate with Trade Associations, arrange meetings and connections with elected officials, zoning and planning boards and develop strong relationships with the media providing articles and press releases. Assist in the continuation and expansion of outreach efforts of all programs.	\$22,000
Consultant- position to run January 1, 2023- December 31, 2023	Make recommendations on the built environment of various open spaces throughout Nassau County (including suggestions on engineering and construction in conjunction with Zoning and Planning Boards, park development and wastelands). Address issues of accessibility and livability (conversion of spaces, coding issue with plumbing, and fire protection). Arrange community health vehicles and neighborhood outreach opportunities.	\$22,000
		<b>\$123,000</b>
Contractual Services:		Amount
Project Coordinator- position to run January 1, 2023- December 31, 2023	Support Director. Maintaining and expanding all administrative aspects on Timebanking and WWAD programs; such as data input, healthcare partnerships, promotion and outreach and managing new initiatives. (F/T position)	\$25,000
		<b>\$25,000</b>
Other Costs:		Amount
Microsoft Office 365	1 year subscription to Microsoft Office 365 for (3) Users @ \$200 each for Age Friendly Office	\$600
Zoom / Video Conferencing	Business edition for 1 Host	\$240
Meeting / Event Costs	Meeting / Event Costs- Includes set-up, refreshments, Outreach, Conferences	\$660



Membership Fees	Website hosting and WWAD membership Fees	\$500
		\$2,000
		\$150,000

6J

## INDEPENDENT CONTRACTOR AGREEMENT

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

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516.759.9610

2. IDENTITY OF  
  
INDEPENDENT  
  
CONTRACTOR

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

Name: Carol Waldman

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

Address: 270 Carpenter Avenue

City/State/Zip: Sea Cliff, NY 11579

Business Telephone: 516.216.0836

Email: waldman4@optonline.net

3. WORK TO BE  
PERFORMED

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

Educational Liaison to academic institutions throughout Nassau County, provide project support and further the vision and sustainability of initiative through training sessions and the coordination of local workshops and conferences, assist Director in creating partnerships and make connections in the community to educate the public and community leaders and service providers about incorporating age friendly principles in their work and communities.

4. TERMS OF  
PAYMENT

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

\$24,000 total for contract term

to be paid twice per month for a total of (24) payments of \$1,000.

Dates: January 1<sup>st</sup>, 2023- December 31<sup>st</sup>, 2023

5. REIMBURSE-  
MENT OF  
EXPENSES

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

6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES

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

7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES

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

8. FRINGE BENEFITS &  
COMPEN-  
SATION

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

9. WORK PRODUCT  
OWNERSHIP

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

10. CONFIDENTIALTY

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

11. TERM OF  
AGREEMENT

This agreement shall become effective on January 1<sup>st</sup>, 2023  
and shall terminate on December 31<sup>st</sup>, 2023

12. TERMINATION  
WITHOUT CAUSE

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

13. TERMINATION  
WITH CAUSE

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

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

14. NO AUTHORITY  
TO BIND CLIENT

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

15. ENTIRE  
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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



**18. INDEMNIFICATION** To the fullest extent permitted by law, the Independent Contractor shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, Independent Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Independent Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Independent Contractor are responsible for the claim does not relieve Independent Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Independent Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. In order for Independent Contractor to be relieved of the duty to defend, there must be no possible factual or legal basis on which Independent Contractor duty to indemnify under any provision of this indemnity agreement could be held to attach.

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONTRACTOR**

Carol Waldman  
Firm/Individual Name

Carol Waldman  
Signature

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

12/1/22  
Date



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## INDEPENDENT CONTRACTOR AGREEMENT

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

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516.759.9610

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

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

Name: Vincenza Caruso

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

Address: 9 Caruso Lane

City/State/Zip: Glen Head, NY 11545

Business Telephone: 516.410.8903

Email: VINCENZA.A.CARUSO@GMAIL.COM

3. WORK TO BE  
PERFORMED

AGENCY desires that IC perform, and IC agrees to perform the following work: Age-Friendly Director

Oversee the 38 member Advisory Board and Domain Committees, Begin to execute short term goals of the Draft Action Plan to NYS, put forth new initiatives, new partnerships, promote AF Communities throughout NC, mentoring and training for NC. Oversee and monitor Timebanking and WWAD, supervise team/staff, interns and volunteers, update website, analyze and secure program sustainability. Grant writing and fund raising.

**10. CONFIDENTIALTY**

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

**11. TERM OF AGREEMENT**

This agreement shall become effective on January 1<sup>st</sup>, 2023  
and shall terminate on December 31<sup>st</sup>, 2023

**12. TERMINATION WITHOUT CAUSE**

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

**13. TERMINATION WITH CAUSE**

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

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

**14. NO AUTHORITY TO BIND CLIENT**

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

**15. ENTIRE AGREEMENT**

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

**16. SEVERABILITY**

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

**17. AMENDMENTS**

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



18. **INDEMNIFICATION** To the fullest extent permitted by law, the Independent Contractor shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, Independent Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Independent Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Independent Contractor are responsible for the claim does not relieve Independent Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Independent Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. In order for Independent Contractor to be relieved of the duty to defend, there must be no possible factual or legal basis on which Independent Contractor duty to indemnify under any provision of this indemnity agreement could be held to attach.

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center


Agency Name

_____	_____	_____
Signature	Mayor Title	Date

**\*INDEPENDENT CONTRACTOR**

Vincenza Caruso

Firm/Individual Name

	_____	_____
Signature	Independent Contractor Title	12/02/2022 Date

4. TERMS OF  
PAYMENT

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

\$55,000 total for contract term to be paid twice per month for a total of  
(23) payments of \$2,290 and (1) payment of \$2,330.

Dates: January 1<sup>st</sup>, 2023- December 31<sup>st</sup>, 2023

5. REIMBURSE-  
MENT OF  
EXPENSES

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

6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES

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

7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES

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

8. FRINGE BENEFITS &  
COMPEN-  
SATION

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

9. WORK PRODUCT  
OWNERSHIP

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