



April 27, 2023

6 A

Michael Yeosock, P.E.
City of Glen Cove
Glen Cove City Hall
9 Glen Street
Glen Cove, NY 11542

Re: Engineering Services for the Design Phase of the 2022 Road Program (2023)
Addendum No. 3

Dear Mr. Yeosock:

As requested by the City, LiRo has continued to provide services to assist the City related to Road Improvements and Restoration. During the course of our work, additional unforeseen tasks have been assigned to LiRo above and beyond our original proposal. These services have been performed in good faith by LiRo given their urgency and time criticality.

These services have included:

1. Preparation of construction cost estimates and site review in the Dickson St., Jackson Lane and Valley Road area.
2. Review Cove Street water main issue.
3. Review construction activities related to water main replacement on Cove Street.
4. Review of construction activities related to National Grid Road Repairs on Emerald Dr. / Ruby Dr., Franklin Ave., Butler St. and Knoll Pl.
5. Review of pavement restoration on Cove Street.
6. Design for Emergency Road Improvements at Hammond Road and Hendrick Avenue West.

In addition, as requested at our 4/23/23 meeting, the following items are to be included within the project.

1. Replacement of the stairs at the south entrance to the Brewster Street Garage.
2. Replacement of concrete sidewalk on Glen Street from Sons of Italy to near Pulaski Street with colored stamped concrete walkway.
3. Power wash and seal existing colored stamped walkway at City Hall.



The above requested work was not included within our Engineering Services Agreement. As such, we have estimated that our total additional costs for this project are \$40,564.00 as per the tabulation below.

STAFFING TABLE

TASK	Title	Hourly rate	Hours	Total
DESIGN AND FIELD REVIEW	Project Principal Engineer	\$210	16	\$3,360
	Senior Engineer	\$185	164	\$30,340
	Senior Draftsperson	\$156	44	\$6,864
TOTAL				\$40,564

Engineering Services shall be in accordance with the City of Glen Cove / LiRo On-Call Agreement.

We are therefore requesting that the currently approved authorization of \$278,124.00 be increased by \$40,564.00 to \$318,688.00.

Should you approve, please indicate your authorization below and return a signed copy to this office.

Sincerely,

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

Authorization

Date



105 SWEENEYDALE AVE. BAY SHORE,
OFFICE (631) 691-2381 • FAX (631)

6B

April 19, 2023

Proposal #23-621R1

Emanuel Grella
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542
egrella@glencoveny.gov

Project Name	City of Glen Cove- Concrete Work at #4 School St (Downtown Café), #3 School St (Info Area) & GC Police Station
Requirements Contract	ES BOCES Concrete, Asphalt & Related Site Work 2019-049-1011R
Total	\$ 37,547.50

Thank you for allowing the LandTek Group, Inc. the opportunity to provide you with the following proposal for the concrete work at #4 School St, #3 School St & Glen Cove Police Station. This proposal is based on the ES BOCES Concrete, Asphalt & Related Site Work 2019-049-1011R.

Base- Scope of Work

- Remove and dispose of existing walkway.
- Furnish and install new decorative concrete walkway.
- General cleanup and demobilization.

Notes:

- The City of Glen Cove to determine pattern & color prior to mobilizing.
- Proposal is based on Eastern Suffolk BOCES Contract #2019-049-1011R.
- All labor shall be at NYS Prevailing Wage Rates. Certified Payroll Reports shall be provided. LandTek will submit signed AIA forms with Certified Payroll.
- Price is valid for (60) days

Exclusions:

- Excavation or removal of contaminated and/or unsuitable soils.
- Hazardous materials/asbestos abatement.
- Tree removals.
- Electrical work.
- Bond & OCP insurance

"Building Champions from the Ground Up"

www.landtekgroup.com

- Sales tax - Owner to provide tax exempt certificate
- Permits and/or Inspection fees.
- All Testing.
- Architectural and/or engineering fees.
- Nighttime or weekend works
- Construction delays due to Covid-19 related closures and/ or work stoppages, including that of material suppliers
- Any items of work not specifically included in this proposal shall not be the responsibility of LandTek

Thank you again for your interest in the LandTek Group, we look forward to working with you. If you should have any questions, please feel free to contact me.

Sincerely,

The LandTek Group, Inc.

Joel Fonseca

Project Manager

Phone: (631) 691-2381

Email: jfonseca@landtekgroup.com

ZONE 5 - Western Suffolk - Townships of Smithtown, Huntington and Babylon

Line	Estimated Usage	Item Description / Classification	UOM	Unit	Total
Concrete Work					
22	1605	Cement Concrete Flatwork - REPLACEMENT - 6" Thick	SF	\$ 14.00	\$ 22,470.00
		Total Concrete Work			\$ 22,470.00

Additional Labor and Materials (Only upon prior written approval by BOCES and/or Participant)					
46	47	In the event the services of a laborer are needed for any of the above specifications, please indicate the hourly rate of such laborer. Vendors must present certified payroll in accordance with prevailing wage requirements along with all invoices for payment.	per hour	\$ 250.00	\$ 11,750.00
47	3,025	This bid contemplates that the Cooperative Program participants and ESBOCES will reimburse contractor for its certified cost plus % of all parts and materials utilized in connection with repair and/or replacement of equipment for any of the above specifications. Please indicate the Certified Cost Plus % of such materials.	% Cost Plus	10%	\$3,327.50
TOTALS:					\$ 37,547.50

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the "Agreement") dated the date this Agreement of the Town, is entered into by and between the **TOWN OF NORTH HEMPSTEAD** a municipal corporation duly organized and validly existing under the laws of the State of New York (the "State"), with offices located at 220 Plandome Road, Manhasset, New York 11030, and the **TOWN OF OYSTER BAY** ("Oyster Bay"), a municipal corporation duly organized and validly existing under the laws of the State, with offices located at 54 Audrey Avenue, Oyster Bay, New York 11771 and the **CITY OF GLEN COVE** ("Glen Cove"), a municipal corporation duly organized and validly existing under the laws of the State, with offices located at 9 Glen Street, Glen Cove, New York 11542. The Town, Oyster Bay and Glen Cove are hereinafter referred to, jointly, as the "Parties", and individually, as a "Party".

WITNESSETH:

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law §119-o municipal corporations and districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the Parties wish to cooperate in a project to remove sediment and other materials from Hempstead Harbor in order to improve the environmental condition of the Harbor; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement setting forth the terms, provisions, covenants and conditions with respect to the cooperative project.

NOW THEREFORE, in consideration of the terms, provisions, covenants and conditions more fully set forth below, the Parties agree as follows:

1. The Cooperative Project.

The Town, Oyster Bay and Glen Cove shall cooperate in a project to occur on May 15, 2023 to remove debris, sunken vessels, floats and other waste from Hempstead Harbor (the "Cooperative Project"). Oyster Bay shall provide landing craft with a crane and winch and an operator, a water monitoring boat and related equipment. The Town will provide a payload, an operator, roll-off dumpsters and staff to remove debris surrounding the boat launch at North Hempstead Beach Park. The Town will also absorb all "tipping fees" charged by the Town's transfer station in connection with the Cooperative Project. Glen Cove will provide a harbor patrol boat and operator to help secure and protect the cleanup areas of the Cooperative Project. Glen Cove's Harbor Patrol will not remove or haul debris as part of the Cooperative Project

2. Term of Agreement.

- (a) The term of this Agreement shall commence on May 15, 2023 at 12:00 A.M. and shall expire on May 17, 2023 at 11:59 P.M., unless earlier terminated upon written notice given pursuant to Section 2 (b) hereof.

(b) Rain Date. At any point prior to May 17, 2023, in the event that the Cooperative Project will need to be rescheduled due to inclement weather or other unforeseen circumstance, the Parties may agree in writing (which may be accomplished by email) to conduct the Cooperative Project on another date. In such event, the term of this Agreement shall be automatically extended to cover the rescheduled date.

(c) Termination. Each Party has the absolute right to terminate its participation in this Agreement at any time by written notice to the other sent no fewer than ten (10) days in advance of the termination date identified in a notice set forth pursuant to Section 7 hereof.

3. Charges for Services.

The Town, Oyster Bay and Glen Cove agree that the Cooperative Project is being performed for the benefit of the public and for the residents of each Party's territory and in consideration of such benefits, no Party may collect a fee or other payment from the other Party for the Cooperative Services. Each Party's expenses in providing the Cooperative Services shall be borne by the Party incurring the expenses and shall not be reimbursed by the other Parties.

4. Status of Employees and Contractors.

All employees and contractors whose services shall be utilized to implement the terms of this Agreement shall for all purposes remain the employees and contractors of the Party that employ that employee or contractor.

5. Obligation of Town To Insure Employees.

In all cases, each Party shall ensure that each of its employees performing work in connection with the Cooperative Services is covered by worker's compensation insurance and disability benefits insurance for all activities to be performed pursuant to this Agreement.

6. RESERVED.

7. Right to Terminate by Notice.

Notice of termination of this Agreement must be sent by certified mail, return receipt requested, as follows:

if mailed to Oyster Bay, to:

Hon. Joseph Saladino, Town Supervisor
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771

with a copy to:

Frank Scalera, Esq., Town Attorney
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771

if mailed to the Town, to:

Hon. Jennifer DeSena, Town Supervisor
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

with copies to:

John B. Chiara, Town Attorney
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

if mailed to Glen Cove, to:

Hon. Pamela Panzenbeck, Mayor
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

with copies to:

Tip Henderson, City Attorney
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

8. **RESERVED.**

9. **No Duty to Inspect.**

No Party shall have any duty to inspect work either before or after the Cooperative Project is completed.

10. **Town's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.**

To the fullest extent permitted by law, the Town shall be solely responsible for and shall indemnify and hold harmless Oyster Bay and Glen Cove, and its officers, employees, agents, and servants, from

and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages (collectively, "Losses") arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate the Town or Town Agents (as such term is defined below) to indemnify or hold harmless Oyster Bay and Glen Cove from and against any losses arising from the negligence of either the Oyster Bay or Glen Cove. The Town shall promptly and diligently defend, at the Town's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of Oyster Bay and Glen Cove and which arise out of or in connection with this Section 10, and the Town shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of the Town pursuant to Section 10 hereof shall survive termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

11. Oyster Bay's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.

To the fullest extent permitted by law, Oyster Bay shall be solely responsible for and shall indemnify and hold harmless the Town and Glen Cove, and its officers, employees, agents, and servants, from and against any and all Losses arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate Oyster Bay or Oyster Bay Agents (as such term is defined below) to indemnify or hold harmless the Town and Glen Cove from and against any Losses arising from the negligence of either the Town or Glen Cove. Oyster Bay shall promptly and diligently defend, at Oyster Bay's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of the Town and Glen Cove and which arise out of or in connection with this Section 11, and Oyster Bay shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of the Oyster Bay pursuant to Section 11 hereof shall survive termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

12. Glen Cove's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.

To the fullest extent permitted by law, Glen Cove shall be solely responsible for and shall indemnify and hold harmless Oyster Bay and the Town, and its officers, employees, agents, and servants (collectively, the "Indemnitees"), from and against any and all Losses arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate the Glen Cove or Glen Cove Agents (as such term is defined below) to indemnify or hold harmless Oyster Bay and the Town from and against any Losses arising from the negligence of either the Town or Oyster Bay. Glen Cove shall promptly and diligently defend, at Glen Cove's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of Oyster Bay and the Town and which arise out of or in connection with this Section 12, and Glen Cove shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of Glen Cove pursuant to Section 12 hereof shall survive termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

13. Insurance.

Each Party agrees to procure and maintain, and shall cause its contractors to procure and maintain, with a New York State carrier holding an "A" rating from AM Best Company or equivalent, the following insurance policies during the term of this Agreement and furnish certificates of insurance

evidencing its procuring of said policies. A New York State Licensed Carrier is preferred; any non-licensed carriers will be accepted at the Town's discretion:

- (a) Commercial General Liability Insurance from a New York State carrier covering the liability of the Licensee including Contractual insurance defending, indemnifying and holding harmless the other Parties, their agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of TWO MILLION (\$2,000,000.00) DOLLARS and each occurrence of ONE MILLION (\$1,000,000.00) DOLLARS. The other Parties and all appointed and elected officials, employees and volunteers shall be named as additional insured on said policy on a primary and non-contributory basis with waiver of subrogation in favor of the additional insured; and
- (b) Workers' Compensation Insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to the State Workers' Compensation Law ' 57 (2).
- (c) Disability Benefits Insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law ' 220 (8).

At the time of execution of this Agreement, each Party shall furnish to the other parties certificates of insurance evidencing the required coverage and endorsement pages naming each Party as additional insured. Each Party shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at (a) through (c).

14. Compliance with Law.

Each Party shall comply with any and all applicable and relevant Federal, State and local Laws, including those relating to conflicts of interest, discrimination, procurement and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

15. Governing Law; Severability.

This Agreement shall be governed by the laws of the State. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

16. Executory Clause.

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Parties shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required Party approvals have been obtained, including, if required, approval by the Boards of each Party, and (ii) this Agreement has been executed by the Supervisors of the Town and Oyster Bay and the Mayor of Glen Cove or their duly designated deputies.

(b) Availability of Funds. The Parties shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

17. Entire Agreement.

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

IN WITNESS WHEREOF, the Parties have hereto set their hands as of the day and year first above written.

TOWN OF NORTH HEMPSTEAD

By: _____
Jennifer DeSena, Supervisor

TOWN OF OYSTER BAY

By: _____
Joseph Saladino, Supervisor

CITY OF GLEN COVE

By: _____
Pamela Panzenbeck, Mayor

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AMENDMENT NO. 1 TO THE AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of May, 2021, between the CITY OF GLEN COVE, a New York municipal corporation, (hereinafter "the Community") and PROPERTY REGISTRATION CHAMPIONS, LLC (hereinafter "PRC").

WITNESSETH:

WHEREAS, the Community and PRC entered into an Agreement February 16, 2021, under which PRC was engaged to create and monitor a registry of properties within the Community against which a notice of pendency in a mortgage foreclosure action was filed and to collect a registration fee from the mortgagees to be shared between PRC and the Community; and

WHEREAS, the State of New York enacted Real Property Actions and Proceedings law § 1393, limiting the fee to be charged by the Community to mortgagees to register properties in foreclosure to \$75.00 per year;

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. Section 1.c. is hereby amended to read as follows:

PRC will charge a fee ("Fee") of \$75.00 to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one-half (1/2) of each collected Fee (\$37.50) and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. COMMUNITY understands that due to the work PRC has already performed in identifying each Registrant, calculating the Fee and the associated compliance as defined in the Agreement in addition to the costs incurred by PRC in operating the website for the registration of the Properties as defined in I (e) below, once PRC has correctly identified a Registrant with an obligation to pay a Fee to comply with the Ordinance, PRC shall be entitled to collect their fee from the COMMUNITY for each Registrant even if the COMMUNITY or any third party working on behalf of the COMMUNITY decides to waive that Fee for a Registrant.

2. Exhibit 'A' to the Agreement is hereby amended to change the registration fee from "Registration Fee \$500" to "Registration Fee \$75."

3. Ratification of Contract and Services. The provisions of the Contract shall remain in full force and effect except as expressly provided in this First Amendment. The

Services performed by the Contractor under the current Agreement through the date of this First Amendment are hereby ratified and confirmed to the extent such Services were provided in accordance with the terms and conditions of the Contract.

4. Entire Agreement. This First Amendment is the entire Agreement of the parties regarding the modifications to the Contract provided herein and supersedes all prior Agreements and understandings regarding such subject matter and may be modified only by a writing executed by the party against whom the modification is sought to be enforced and shall bind and benefit the parties and their respective successors, legal representatives, and assigns.

5. Counterparts. This First Amendment may be executed electronically and in counterparts, the counterparts, and copies of which, when taken together, shall constitute one entire and original First Amendment.

CITY OF GLEN COVE

PROPERTY REGISTRATION CHAMPIONS, LLC

By: _____
Pamela Panzenbeck, Mayor

By: _____
Stephen Arpaia, Esquire
General Counsel

ATTEST:

ATTEST:

Donna McNaughton, Deputy Mayor










NY_Glen Cove_Amd. No 1_REVISED FEE

Final Audit Report

2023-04-12

Created:	2023-04-11
By:	Karina Bajo (kbajo@prochamps.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5JEnpopbf0gZq8-TCYtyqarjK5gxgjwH

"NY_Glen Cove_Amd. No 1_REVISED FEE" History

-  Document created by Karina Bajo (kbajo@prochamps.com)
2023-04-11 - 8:36:56 PM GMT- IP address: 74.67.63.159
-  Document emailed to sarpaia@prochamps.com for signature
2023-04-11 - 8:37:28 PM GMT
-  Email viewed by sarpaia@prochamps.com
2023-04-11 - 8:37:48 PM GMT- IP address: 164.68.139.252
-  Signer sarpaia@prochamps.com entered name at signing as Stephen Arpaia
2023-04-11 - 8:38:40 PM GMT- IP address: 164.68.139.252
-  Document e-signed by Stephen Arpaia (sarpaia@prochamps.com)
Signature Date: 2023-04-11 - 8:38:42 PM GMT - Time Source: server- IP address: 164.68.139.252
-  Document emailed to Deanna Morris (dmorris@prochamps.com) for signature
2023-04-11 - 8:38:42 PM GMT
-  Email viewed by Deanna Morris (dmorris@prochamps.com)
2023-04-12 - 12:31:48 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Deanna Morris (dmorris@prochamps.com)
Signature Date: 2023-04-12 - 12:32:42 PM GMT - Time Source: server- IP address: 35.138.34.236
-  Agreement completed.
2023-04-12 - 12:32:42 PM GMT

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AMENDMENT NO. 2 TO THE AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the City of Glen Cove, a New York municipal corporation, (hereinafter the "Community") and Property Registration Champions, LLC dba PROCHAMPS, a Florida limited liability company (hereinafter "PRC").

WITNESSETH

WHEREAS, the Community and PRC entered into an Agreement effective on February 16, 2021; and

WHEREAS, Amendment No. 1 changed the fees and remittance amount via New York State Bill 3081 effective November 21, 2022; and

WHEREAS, the Agreement allows for two, two (2) year renewals of the Agreement with the consent of both Parties.

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. The Agreement is hereby extended for the first (1st) of two (2) additional two (2) year terms to terminate on February 15, 2025.

CITY OF GLEN COVE, NEW YORK

**PROPERTY REGISTRATION
CHAMPIONS, LLC**


By: _____
Name, Title


By: Doug Shumway (Apr 11, 2023 16:34 EDT)
Doug Shumway, CEO

ATTEST:

ATTEST:

By: _____
Name, Title


By: _____
Deanna Morris, Manager, Legal Support Team










NY_Glen Cove_Amnd. No. 2

Final Audit Report

2023-04-12

Created:	2023-04-11
By:	Karina Bajo (kbajo@prochamps.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWn-WEIW18TArNXISZGaTLBf_Zjhpm42

"NY_Glen Cove_Amnd. No. 2" History

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-  Document emailed to dshumway@prochamps.com for signature
2023-04-11 - 8:33:35 PM GMT
-  Email viewed by dshumway@prochamps.com
2023-04-11 - 8:33:50 PM GMT- IP address: 174.163.145.72
-  Signer dshumway@prochamps.com entered name at signing as Doug Shumway
2023-04-11 - 8:34:09 PM GMT- IP address: 174.163.145.72
-  Document e-signed by Doug Shumway (dshumway@prochamps.com)
Signature Date: 2023-04-11 - 8:34:11 PM GMT - Time Source: server- IP address: 174.163.145.72
-  Document emailed to Deanna Morris (dmorris@prochamps.com) for signature
2023-04-11 - 8:34:12 PM GMT
-  Email viewed by Deanna Morris (dmorris@prochamps.com)
2023-04-12 - 12:30:10 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Deanna Morris (dmorris@prochamps.com)
Signature Date: 2023-04-12 - 12:30:22 PM GMT - Time Source: server- IP address: 35.138.34.236
-  Agreement completed.
2023-04-12 - 12:30:22 PM GMT

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T-Mobile Connecting Heroes Addendum

This T-Mobile Connecting Heroes Addendum ("Addendum"), which will be effective as of the date the second Party signs this Addendum below ("Addendum Effective Date"), is made by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile" or "Contractor"), and City of Glen Cove, a(n) Government Entity, with its principal place of business at 9 Glen Street Glen Cove, NY 11542 ("Customer").

1. **Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by New York State Office of General Services ("NYS OGS") Contract PS68707, Group 77017 Award 23100 for Telecommunication Connectivity Services, LOT 3 Mobile Communication Connectivity Services ("Master Agreement").

- (a) The terms and conditions of this Addendum or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum.

2. **Term; Termination:** Unless terminated under the terms of this Section 2, this Addendum will continue, provided the Master Agreement is in effect. This Addendum may be terminated: (i) for cause pursuant to the terms of the Master Agreement; or (ii) upon mutual written agreement by the parties; or (iii) by Customer upon 30 days prior written notice to T-Mobile; or (iv) after April 1, 2030, this Addendum may also be terminated by T-Mobile upon 30 days prior written notice to Customer.

3. **Offer/Pricing.**

- a. **Connecting Heroes Initiative Program - Mobile Voice/Data Plans include:**

Rate Plan	Monthly Recurring Charge/Line	Discounted Monthly Recurring Charge/Line 18%	Features
**Connecting Heroes \$0	\$0	\$0	-Unlimited talk and text -Unlimited High Speed Data - High Speed Smartphone Mobile Hotspot up to 1GB (then 3G speeds) - Video streaming – SD 480p - Talk, Text and up to 5 GB of 4G LTE Data in Mexico and Canada; 2G data thereafter - Not Subject to the prioritization threshold - Automated WPS registration

**Connecting Heroes AMP \$15	\$15*	\$15	<ul style="list-style-type: none"> -Unlimited talk and text -Unlimited talk, text and High Speed LTE Data - High Speed Smartphone Mobile Hotspot up to 20GB (then 3G speeds) - T-Mobile's Simple Global feature which includes free text and 2G data in 210+ countries and destinations (subject to change in T-Mobile's sole discretion); - GoGo free WiFi on enabled flights - Talk, Text and up to 5 GB of 4G LTE Data in Mexico and Canada; 2G data thereafter- Video streaming – HD 1080p - Not Subject to the prioritization threshold - Automated WPS registration
**Connecting Heroes Select	\$25*	\$20.50	<ul style="list-style-type: none"> - Unlimited talk, text, and high-speed data. - Additional benefits include 21GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. - Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. - Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. - Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. - Not Subject to the prioritization threshold - Automated WPS registration
**Connecting Heroes Advanced	\$34*	\$27.88	<ul style="list-style-type: none"> -Unlimited talk, text, and high-speed data. -Additional benefits include 41GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. -Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country.

			<ul style="list-style-type: none"> -Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. -Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. -Not Subject to the prioritization threshold - Automated WPS registration
**Connecting Heroes Ultimate	\$46*	\$37.72	<ul style="list-style-type: none"> -Unlimited talk, text, and high-speed data. - Additional benefits include 101GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. -Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. -Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. -Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. -Not Subject to the prioritization threshold - Automated WPS registration

* Price does not include applicable taxes, fees and surcharges. Included: Priority Access and Preemption for WPS-enrolled first responders smartphone lines, plus automated WPS registration. The Connecting Heroes \$0 Plan and Connecting Heroes AMP \$15 Plan are not eligible for any aggregate volume discount. Additional discounts apply to the following Rate Plans and the Discounted Monthly Recurring Charge/Line MRCs are inclusive of the applicable aggregate volume discount: Connecting Heroes Select \$25 Plan; Connecting Heroes Advanced \$34 Plan; and Connecting Heroes Ultimate \$46 Plan. Data only and/or other non-smart phone device use on all Connecting Heroes Voice/Data Plans under this Addendum is strictly prohibited.

**For state & local fire, police, and EMS agencies' first responder lines; eligibility verified. Video streaming resolution varies by plan, 480p with Free & Select plans. Coverage not available in some areas and may be impacted by emergencies, check your response area. Line eligibility subject to reverification. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) applies for paid plans; taxes/fees approx. 0-19% of bill. RPF and TRF subject to change without notice. WPS eligibility must be confirmed by USDHS. WPS functionality (including priority access and preemption) may not be available while roaming; may default to 4G signal in areas with standalone-only 5G. Completion of calls not guaranteed. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. Video streams at up to 1.5Mbps. Activation required to deliver video streams at speeds that provide HD video capability (max 1080p) with Amp & Advanced plans and UHD video capability (max 4096p) with Ultimate plan, some content providers may not stream their services in HD or UHD. Optimization may affect speed of video downloads, does not apply to video uploads. Tethering: After plan allotment of high-speed data then unlimited on our

network at max 3G speeds. For the small fraction of customers using >50GB/mo, primary data usage must be on smartphone or tablet. Smartphone usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data used on device. **Int'l Roaming:** Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi, are \$ 20/min (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx 128 Kbps with Free & Select plans, approx 256 Kbps with Amp, Advanced & Ultimate plans. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas, we are not responsible for our partners' networks. **Network Management:** Program/Service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality service to other users or abusive/excessive use. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

****Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, EMS agencies and PSAPs (911) who verify eligibility.** Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120, Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff -Police or fire field command
- Police or fire dispatch -911 call centers

4. Line Eligibility and Line Limits. To be eligible, Customer must be a police, emergency medical technician (EMT), fire, PSAPs (911), or non-profit responder agency whose personnel using the lines of service are performing first responder functions as described in this Section 4 ("Qualifying Headcount"). Customer is eligible for a combined total of **50** lines of Service using any combination of Connecting Heroes \$0 and Connecting Heroes AMP \$15 rate plans ("Line Limit"). Line Limits do not apply to the Connecting Heroes Select \$25 Plan, Connecting Heroes Advanced \$34 Plan, or Connecting Heroes Ultimate \$46 Plan. By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit and Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's eligibility.

5. Subsidized Rate Plans. If Customer has existing lines of Service with T-Mobile that have subsidized devices with term commitments ("Subsidized Lines"), and Customer wishes to move these Subsidized Lines to these Connecting Heroes rate plans, Customer agrees to comply with the requirements of those subsidized rate plans, including, but not limited to reimbursement to T-Mobile for device subsidies, if applicable.

6. Priority Access and Preemption/Wireless Priority Service. T-Mobile will provide Customer with priority voice and data access and preemption ("Priority Access and Preemption") when using T-Mobile's wireless network subject to the following:

- a. **Priority Access and Preemption Description.** Priority Access and Preemption provides specialized treatment of voice and data sessions during times of high network utilization for approved first responder customers. Priority Access and Preemption will be provided at no additional cost to Customer subject to the terms, conditions, and limitations herein. In order for Customer to receive Priority Access and Preemption, Customer must register

and be eligible for Wireless Priority Service ("WPS") with the U.S. Department of Homeland Security ("DHS"). The process for WPS registration under this Addendum is described in Section 6.c. below.

- b. WPS Service Description and Eligibility. WPS was created by DHS and provides voice calling priority and data priority to government-approved wireless subscribers and lines in certain emergency situations. To receive WPS for qualifying Employees of Customer, Customer must first register with DHS. The DHS determines a customer's eligibility for WPS and the level of priority a customer will receive. If Customer and its lines are approved by the DHS, T-Mobile will provide WPS to Customer at no charge. For technical support related to WPS, Customer must contact the DHS at 866-627-2255 or support@priority-info.com. Customer acknowledges that (i) the WPS program is governed by DHS; (ii) Customer is subject to all applicable DHS program rules and limitations; and (iii) continued WPS eligibility is determined by and subject to approval of DHS.
- c. WPS Registration. By executing this Addendum, Customer agrees to register for WPS, and authorizes T-Mobile to submit a registration application with DHS on Customer's behalf (including managing WPS line additions or removals on behalf of Customer) unless the Customer opts out of registration as described in subsection d. below. T-Mobile's submission of Customer's WPS registration application is contingent on the Customer's agreement to all DHS terms and conditions of the WPS program including, but not limited to, the following: (i) Customer continues to have an organizational mission which supports National Security/Emergency Preparedness ("NS/EP") as this mission is defined by DHS at <https://www.cisa.gov/gets-eligibility>; (ii) Customer identifies a Customer Point of Contact ("POC") to manage the WPS account; and (iii) Customer certifies that all Customer users on whose behalf Customer request WPS meets all DHS and Federal Communication Commission ("FCC") requirements for WPS eligibility. WPS requirements can be found at <https://www.cisa.gov/sites/default/files/publications/WPS%20Eligibility.pdf>.

In addition, Customers acknowledges and agrees that T-Mobile will share limited Customer information with DHS to complete WPS registration on behalf of Customer. By executing this Addendum, Customer authorizes T-Mobile to share with DHS: (i) the Customer's organizational name, (ii) internal T-Mobile account number, device number(s), and (iii) the following POC information for Customer: (a) first and last name; (b) phone number; and (c) physical address. In the event DHS requires additional Customer information for WPS registration, Customer will agree to exercise commercially reasonable efforts to provide this information to T-Mobile, and provide any and all consents required by T-Mobile pursuant to applicable law in order to provide this information to DHS on behalf of Customer.

- d. WPS Registration Opt-Out. Customer can elect not to receive the benefit of the WPS program and the T-Mobile-specific benefits of Priority Access and Preemption by opting out of automatic registration of WPS as described above. Customer must notify T-Mobile in writing within 14 days of the effective date of this Addendum of its election not to participate in WPS registration by sending its written notice to CSCAGovernmentContracts@T-Mobile.com. Customer may also notify T-Mobile of its

desire to withdraw from WPS registration by providing T-Mobile written notice to the same email address noted above.

- e. Limitations/Disclaimers. Priority Access and Preemption is for Domestic traffic only on T-Mobile's Network and requires T-Mobile approval of both end users and devices. Features, coverage and service are not available everywhere and are subject to change. Priority Access and Preemption is not available while roaming on another carrier's network or while connected to Wi-Fi. In areas with standalone 5G, WPS functions may cause data service to default to 4G LTE. Priority Access and Preemption provides WPS users with voice and data priority over standard users on the T-Mobile Network, but does not guarantee voice and data network access. End users with the same priority will be prioritized on a first-come, first-serve basis. Priority Access and Preemption service are subject to the wireless coverage and service limitations described in the Customer's Master Agreement. T-Mobile reserves the right to discontinue this service at any time to an end user for abusive or excessive use of T-Mobile's Network.
7. **Use of Service (Body-Worn Cameras)**. The parties acknowledge and agree that the lines of Service under this Addendum may be activated (via either: (i) Customer provided Devices; or (ii) T-Mobile provided Devices or SIM cards) for smartphone-based body-worn camera use ("**Body-Worn Solution**") to be utilized by Customer in connection with their first responder functions, subject to the terms, conditions and limitations herein. The Body-Worn Solution (which, for purposes of this Addendum, includes any embedded software and other applications/platforms/solutions in or on the Devices) generally are recognized to have benefits that may include, among other things, collection of audio and/or video footage (e.g., during officer-community interactions) (collectively, "**Video**"), sending/receiving of real-time alerts, and transmission of telemetry data (e.g., officer's GPS location). Customer acknowledges and agrees to the following terms and conditions with respect to Body-Worn Solution that are activated on lines of Service under this Addendum:
- a. Customer-Provided Devices. If T-Mobile is providing only lines of Service under this Addendum, Customer, and not T-Mobile, is solely responsible for procuring, maintaining, determining compatibility and operating the Body-Worn Solution. T-Mobile will not provide any technical or other support with respect to the Body-Worn Solution or the Customer provided Devices. Customer represents and warrants to T-Mobile that all Customer-provided Devices: (i) have an LTE connection; and (ii) are compatible with T-Mobile's Service.
 - b. T-Mobile Provided Devices. If T-Mobile is providing lines of Service and will also provide Devices under this Addendum that will be used for the Body-Worn Solution, T-Mobile will assist the Customer with any troubleshooting as to the T-Mobile provided Devices; provided however, T-Mobile will not provide any technical or other support with respect to the embedded software/applications/platforms/solutions in or on the Devices to operate the Body Worn Solution.
 - c. Livestreaming/Excessive Use. Customer and its end-users acknowledge and agree that the Service under this Addendum is not intended to support continuous uninterrupted/sustained livestreaming of Video from the Body-Worn Solution at any time (e.g., officers live streaming Video of officer-community interactions from the Body-Worn Devices via T-Mobile's LTE network to a police, command or dispatch center). Customer

acknowledges and agrees that sustained or uninterrupted use of, and/or simultaneous use by, a number of Devices operating the Body-Worn Solution may exceed available network capacity which would impact Service speed and availability. Service shall continue to be governed by and be subject to the terms and conditions of the Master Agreement, including, but not limited to, T-Mobile's disclaimers on service availability and T-Mobile's right to secure, protect, improve and/or manage its Network. Further, T-Mobile may at its sole discretion monitor and require Customer to implement mitigation efforts in the event line(s) of Service have data usage exceeding 50GB/month for more than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request adjustment of Customer's rate plan applicable to the Service upon 30 days' written notice to Customer. Should the parties not be able to agree on a rate plan adjustment, either party may elect to terminate this Addendum with 30 days written notice.

- d. Video Uploading/Excessive Use. Customer and its end-users of the Service will not use the Service to upload any Video from the Body-Worn Devices to any cloud-based, on-premise, or other evidence/data management system in a manner that will exceed the 50 GB data usage threshold described in subsection c. above. T-Mobile may at its sole discretion monitor and require Customer to implement mitigation efforts in the event line(s) of Service have data usage exceeding 50GB/month for more than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request adjustment of Customer's rate plan applicable to the Service upon 30 days' written notice to Customer. Should the parties not be able to agree on a rate plan adjustment, either party may elect to terminate this addendum with 30 days written notice. To avoid exceeding the 50 GB data usage threshold, uploads should be done via Customer provided wi-fi or wired broadband connection (e.g., Video could be uploaded via in-vehicle modem or at Customer's premises via wi-fi network service that is provided by Customer).
- e. Notice to End-Users. Customer will ensure that all end-users of the Service are aware of the requirements and limitations set forth in this Section. It will be Customer's sole responsibility to implement and enforce policies regarding permitted and prohibited use(s) of the Services. Should T-Mobile determine that Customer and/or its end-users have not adhered to the requirements/limitations of this Section, then, in the event the parties are unable to mutually agree on a resolution to Customer's excess network usage, T-Mobile may, among other available remedies, suspend the Services or terminate this Addendum upon not less than 30 days' prior written notice. T-Mobile makes no representations, warranties, guarantees or service level commitments regarding: (i) the Body-Worn Solution or (ii) the Services' coverage area for the Body-Worn Solution, compatibility with Devices, or performance results when the Body-Solution is activated.

8. **Primary Contacts:** The primary contact individuals for this Addendum are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Email:	David.Bezzant@T-Mobile.com

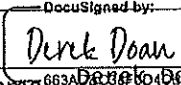
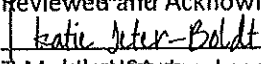
For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name:	City of Glen Cove/Michael Miller/AU
Address:	9 Glen Street Glen Cove, NY 11542
Telephone:	516-676-1000
Email:	mmiller@glencovepd.org

This Addendum is executed by each Party's authorized representative as of the date of the Addendum Effective Date.

Customer: City of Glen Cove	Contractor: T-Mobile USA, Inc.
Signature:	Signature: 
Printed Name:	Printed Name: Derek Doan
Title:	Title: Director, Public Sector Sales
Date:	Date: 4/14/2023
	Reviewed and Acknowledged:  T-Mobile USA, Inc. Legal Department

6F

GLEN COVE SENIOR CENTER
HORTICULTURE AGREEMENT

AGREEMENT made as of this ____ day of May, 2023, by and between Lauren Ferris, d/b/a Gro Girl, 46 Lawrence Street, Greenlawn, N.Y. 11740 (hereafter referred to as "Ferris"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage Ferris to conduct a horticultural program for the Adult Day Program at the Glen Cove Senior Center; and

WHEREAS, Ferris is willing to conduct such a horticultural program at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK:** Ferris will appear at the Glen Cove Senior Center once a month for nine (9) months commencing April, 2023, and ending December, 2023, to provide members of the Senior Center horticultural instruction.
2. **COMPENSATION:** For the services to be performed by Ferris, the City will pay her \$175 per month for a total cost of the program of \$1,575. The City shall not be responsible for any costs or expenses Ferris may incur to provide the services described herein, and Ferris shall supply all equipment and materials required to perform the services.
3. **INDEPENDENT CONTRACTOR:** Ferris understands that during the term of this agreement she is acting as an independent contractor and not as an employee of the City. Ferris shall have no authority to act as an agent or representative of the City or to enter any financial

or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of Ferris, nor shall Ferris be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving Ferris or any employee of Ferris. Ferris will provide worker's compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective retroactively to April 1, 2023, through December 31, 2023 and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** Ferris will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. Ferris agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** Ferris agrees she shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to 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 investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, Ferris shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to Ferris 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 Ferris are responsible for the claim does not relieve Ferris from its separate and distinct obligation to defend under this Agreement. 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 Ferris asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

Ferris shall, at her own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by Ferris or anyone directly or indirectly employed by Ferris. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

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

7. **COMPLIANCE WITH LAWS**: Ferris hereby represents that she has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, Ferris agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS**: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing

understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

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

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor

Lauren Ferris d/b/a Gro Girl

GLEN COVE SENIOR CENTER
SPEECH THERAPY AGREEMENT

66

AGREEMENT made as of this ____ day of May, 2023, by and between All About Speech Therapy, LLC, a New York company with offices at 15 Maxine Avenue, Plainview, N.Y. 11803 (hereinafter referred to as "AAST"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage AAST to conduct a speech therapy program for the Adult Day Program at the Glen Cove Senior Center; and

WHEREAS, AAST is willing to conduct a speech therapy program at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK**: AAST will appear at the Glen Cove Senior Center once a month for nine (9) months commencing April, 2023, and ending December, 2023, to provide members of the Senior Center horticultural instruction.

2. **COMPENSATION**: For the services to be performed by AAST, the City will pay her \$200 per month for a total cost of the program of \$1,800. The City shall not be responsible for any costs or expenses AAST may incur to provide the services described herein, and AAST shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR**: AAST understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City.

AAST shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of AAST, nor shall AAST be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving AAST or any employee of AAST. AAST will provide worker's compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective retroactively to April 1, 2023, through December 31, 2023, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** AAST will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. AAST agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** AAST agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to 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 investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, AAST shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to AAST 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 AAST are responsible for the claim does not relieve AAST from its separate and distinct obligation to defend under this Agreement. 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 AAST asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

AAST shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by AAST or anyone directly or indirectly employed by AAST. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

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

7. **COMPLIANCE WITH LAWS:** AAST hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, AAST agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the

complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

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

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor

ALL ABOUT SPEECH THERAPY, LLC

by: _____ Member

GLEN COVE SENIOR CENTER
AGE-FRIENDLY PROJECT COORDINATOR
AGREEMENT

6H

AGREEMENT made as of this ____ day of May, 2023, by and between Dana Palermo, residing at 440 Herbert Street, West Hempstead, N.Y. 11552 (hereinafter referred to as "Palermo"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage PALERMO to act as the Age-Friendly Project Coordinator at the Glen Cove Senior Center; and

WHEREAS, PALERMO is willing to act as the Age-Friendly Project Coordinator at the Glen Cove Senior Center on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **SCOPE OF WORK:** PALERMO will act as the Age-Friendly Project Coordinator which position involves maintaining and expanding the "Time Banking" and "Walk With A Doc" programs, initiating healthcare partnerships and data input processes, strengthening outreach programs, and promoting senior programs in general. She will act as support staff to the director and assist in overseeing the successful implementation of these programs. She will work at the Glen Cove Senior Center twenty (20) hours per week commencing May 15, 2023, and ending December 31, 2023.

2. **COMPENSATION:** For the services to be performed by PALERMO, the City will pay her \$1,665 twice a month for fourteen (14) payments and a final payment of \$1,690, totaling \$25,000. The City shall not be responsible for any costs or expenses PALERMO may incur to provide the services described herein, and PALERMO shall supply all equipment and

materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** PALERMO understands that during the term of this agreement she is acting as an independent contractor and not as an employee of the City. PALERMO shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of PALERMO, nor shall PALERMO be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving PALERMO or any employee of PALERMO. PALERMO will provide workers' compensation for her employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective May 15th, 2023, through December 31, 2023, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** PALERMO will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. PALERMO agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY:** PALERMO agrees she shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to 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 investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, PALERMO shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to PALERMO 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 PALERMO are responsible for the claim does not relieve PALERMO from her separate and distinct obligation to defend under this Agreement. 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 PALERMO asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

PALERMO shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by PALERMO or anyone directly or indirectly employed by PALERMO. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

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

7. **COMPLIANCE WITH LAWS:** PALERMO hereby represents that she has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, PALERMO agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

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

CITY OF GLEN COVE

by: Mayor Pamela D. Panzenbeck, Mayor

Dana Palermo

Access Agreement

This ACCESS AGREEMENT ("Agreement"), dated as of the 21 day of April, 2023, between Milanese Landscaping, Inc., a New York corporation with offices at 243 Maple Avenue, Sea Cliff, N.Y. ("Contractor") and the City of Glen Cove, a municipal corporation of the State of New York, located at 9 Glen Street, Glen Cove, New York ("City").

WITNESSETH:

WHEREAS, the Friends of the Glen Cove Youth Bureau, has gifted to the City fifty (50) trees to be planted by the Contractor at the John Maccarone Memorial City Stadium ("City Stadium"); and

WHEREAS, the City will permit the Contractor to install the fifty trees at the City Stadium provided the Contractor agrees to the terms herein set forth; and

WHEREAS, the Contractor is willing to agree to the terms herein set forth respecting access to City property and the planting of the trees;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City hereby grants the Contractor the right to enter the grounds of the City Stadium from Shore Road with all the necessary equipment and personnel Contractor requires to plant the fifty trees. Contractor shall commence and complete planting on April 28, 2023. Upon completion of the planting as provided for herein, this Access Agreement shall expire.
2. Upon completion of the planting of the trees, Contractor agrees to remove all its equipment and any debris caused by the installation and will repair any damage caused to the grounds during the installation process. Knowing that the grounds are utilized for sporting events by people of all ages, Contractor agrees to restore the affected grounds to at least substantially the same condition that existed prior to the planting.
3. The City and its officers shall have no responsibility, obligation, or liability whatsoever to Contractor or its agents, employees, or subcontractors, for any occurrence on or about City property or with respect to any property of Contractor or its agents, employees, or subcontractors, including, without limitation, any loss, injury, or damage, all of such obligations or liabilities being hereby waived and released to the extent permitted by law other than as caused by the gross negligence or willful misconduct of City, its agents, employees, or contractors.

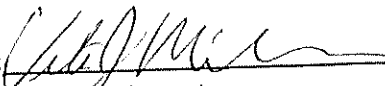
4. Contractor shall indemnify, defend, and hold harmless the City and its officers, directors, members, partners, employees, agents, affiliates, successors, mortgagees, permitted assigns, contractors, and tenants (collectively, "Indemnified Parties") from and against any and all claims suffered or incurred by Contractor or any other Indemnified Parties arising out of or in connection with: (a) any violation of, or failure to comply with, the provisions of this Agreement by Contractor; (b) performance of work associated with the planting of the fifty trees; or (c) any other activity conducted by Contractor, its agents, employees, or subcontractors in connection with: (i) its access to City property; or (ii) the exercise of Contractor's rights under this Agreement. The indemnity obligations outlined herein shall survive the expiration of this Agreement.

5. Contractor shall provide the City with a certificate of insurance naming the City as an additional insured on the policy and as the certificate holder insuring the City for no less than \$1,000,000 per occurrence.

6. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute one and the same instrument. A signed copy of this Agreement delivered by [facsimile/email] shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Milanese Landscaping, Inc.

By: 

Print Name: Vito Milanese

Title: president

City of Glen Cove

By: _____

Print name: Pamela Panzenbeck

Title: Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2023

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

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

PRODUCER Integrated Brokerage Services, Inc. 303 Sunnyside Blvd Suite 25 Plainview NY 11803	CONTACT NAME: Richard Fenick PHONE (A/C, No, Ext): (516) 997-2900 E-MAIL ADDRESS: richardf@ibsinsurance.com FAX (A/C, No): (516) 997-2910
INSURED Milanese Landscaping, Inc. 243 Maple Ave Sea Cliff NY 11579	INSURER(S) AFFORDING COVERAGE INSURER A: New York Marine & General Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 16608

COVERAGES **CERTIFICATE NUMBER:** 22-23 COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GL202200013167	08/04/2022	08/04/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Planting Shrubs.
The following are included as Additional Insureds: City of Glen Cove.

CERTIFICATE HOLDER**CANCELLATION**

City of Glen Cove 9 Glen Street Glen Cove NY 11542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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2022 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued Service Credit	2022 Points Earned	Mailing Address	City, State & Zip Code	Status
1 Ahmed	Arhum			M	0	<u>33</u>			Active
2 Bae	Sang-Jin			M	9	<u>35</u>			Active
3 Basile	Michael	J.		M	17	<u>13</u>			Active
4 Brill	Max	J		M	2	<u>78</u>			Active
5 Brodnansky	Michael			M	8	<u>59</u>			Active
6 Brodnansky	Veronica			F	5	<u>50</u>			Active
7 Carlisle-Lemorocco	Nicholas			M	0	<u>75</u>			Active
8 Carpenter	Andrew			M	13	<u>68</u>			Active
9 Ciampi	John	L.		M	7	<u>52</u>			Active
10 Corso	Charles	J		M	1	<u>0</u>			Active Resigned
11 Corso	Julianna	K		F	0	<u>0</u>			Active Resigned
12 Cueva-Bonilla	Cristian			M	1	<u>74</u>			Active
13 Day-McRoberts	Tracy			F	4	<u>0</u>			Active
14 DeJoseph	Grace			F	0				Active
15 DiMarco	Angelica			F	0	<u>0</u>			Active Resigned
16 Dunne	Abigail			F	0	<u>0</u>			Active Resigned
17 Fakhry	Latifa			F	2	<u>34</u>			Active
18 Fakhry	Yasmin			F	0	<u>68</u>			Active

2022 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued Service Credit	2022 Points Earned	Mailing Address	City, State & Zip Code	Status
19 Farro	Frank	W.		M	5	32			Active
20 Ferrante	Stephanie			F	6	0			Active
21 Gambino	Charles			M	2	0			Active Resigned
22 Gialis	Evridiki			F	4	69			Active
23 Gigliotti	Adriana			F	0	53			Active
24 Islam	Ariba			F	0	58			Active
25 Josefsberg	Gabriella			F	0	67			Active
26 Kemp	Anthony			M	0	0			Active Resigned
27 Khan	Zarina			F	2	51			Active
28 Lynn	Ryan			M	0	0			Active Resigned
29 Martinez Jr.	Vincent			M	5	38			Active
30 Mathew	Akash			M	2	0			Active Resigned
31 McIntyre	Julianne			F	2	70			Active
32 McQuiston	Faith			F	0	0			Active Resigned
33 Mehta	Priyanka			F	1	10			Active Resigned
34 Mlenko	Michael			M	3	0			Active Resigned
35 Montalvan	Elliott			M	0	0			Active Resigned
36 Mora, Jr.	Victor			M	14	39			Active

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2022 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued		Mailing Address	City, State & Zip Code	Status
					Service Credit	2022 Points Earned			
37 Moza	Beatriz			F	0	0			Active <i>Resigned</i>
38 Nassani	Stephanie			F	8	50			Active
39 Nelson	Steven	L.		M	15	20			Active
40 Netch	Daniella			F	0	42			Active
41 Nicolich	Sasha			F	2	0			Active <i>Resigned</i>
42 Ocheltree	Elliott			M	0	44			Active
43 Omaggio	Rebecca			F	10	23			Active
44 Picoli	Robert			M	6	97			Active
45 Posada	Jimmy			M	0	0			Active <i>Resigned</i>
46 Skripkin	Anyia			F	1	10			Active
47 Smith	Allison			F	1	0			Active <i>Resigned</i>
48 Sommers	Scott	R		M	9	0			Active <i>Resigned</i>
49 Syed	Fawaz			M	0	44			Active
50 Tate Sr.	Marvin			M	5	24			Active
51 Taylor	Noah			M	2	0			Active <i>Resigned</i>
52 Tripp	Anthony			M	8	42			Active
53 Valentin	Amanda			F	1	9			Active
54 Valicenti	Charles	J		M	14	55			Active

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2022 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued Service Credit	2022 Points Earned	Mailing Address	City, State & Zip Code	Status
55 Vignogna	Richard			M	0	_____			Active <i>Resigned</i>
56 Zapata	Alexandra			F	1	_____			Active <i>Resigned</i>
57 Harvey	Robert			M	2	N/A			Entitled 1/2022
58 Ustler	Thomas	J.		M	15	N/A			Entitled 7/1/2021
59 Ahrens	Joline	A.		F	6	_____			Vested/ Left 2006
60 Ahrens	Keith			M	2	_____			Vested/Left 2003
61 Ajamian	James	P.		M	4	_____			Vested/Left 2004
62 Akpinar	Melissa			F	6	_____			Vested/Exempt 2016
63 Alchermes	Kathryn	J.		F	2	_____			Vested/Left 2005
64 Basile	Christine	P.		F	3	_____			Vested/Left 2008
65 Becker-Mora	Jodi	A.		F	8	_____			Vested/Exempt 2020
66 Bellidoro	Rocco			M	3	_____			Vested/Left 2012
67 Bennett	Alyssa			F	1	_____			Vested/Left 2012
68 Bober	Michael	W.		M	1	_____			Vested/Left 2003
69 Bunce	Jonathan	G.		M	4	_____			Vested/Left 2020
70 Calderon	Kristin	H.		F	2	_____			Vested/Left 2012
71 Cipriano	Donato	E		M	3	_____			Vested/Left 2021

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2022 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued		Mailing Address	City, State & Zip Code	Status
					Service Credit	2022 Points Earned			
72 Cuflet	Christine			F	2	—			Vested/Left 2002
73 D'Ambrini	Georgina	H.		F	11	—			Vested/Left 2017
74 Demenagas	Emmanuel			M	1	—			Vested/Left 2018
75 Deschamps	Alex			M	1	—			Vested/Left 2015
76 Desmond	Gerard			M	5	—			Vested/Left 2021
77 Dileo, Jr.	Michael	J.		M	2	—			Vested/Left 2013
78 Domaradzki	Lorraine			F	8	—			Vested/Left 2019
79 Doxey	Michael			M	4	—			Vested/Left 2017
80 DuBourg	Susan			F	1	—			Vested/Left 2014
81 Dunn	Katherine			F	1	—			Vested/Left 2018
82 Ferrante	Kristen	A.		F	4	—			Vested/Left 2009
83 Flammio	David			M	3	—			Vested/Left 2002
84 Fuks	Charles	A.		M	2	—			Vested/Left 2007
85 Gobbo	Robert			M	16	—			Vested/Left 2019
86 Gobbo	Stephanie	R.		F	12	—			Vested/Exempt 2020
87 Goldin	Ian	M.		M	3	—			Vested/Left 2016
88 Grabowski	Matthew	J		M	3	—			Vested/Left 2019
89 Guastella	Carolina			F	2	—			Vested/Left 2016

2022 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued		Mailing Address	City, State & Zip Code	Status
					Service Credit	2022 Points Earned			
90 Hayes	Joyce	N.		F	2	_____			Vested/Left 2003
91 Hernandez	Lori	C.		F	1	_____			Vested/Left 2015
92 Ho	Andrew	T.		M	2	_____			Vested/Left 2005
93 Jacobson	Jake	R.		M	3	_____			Vested/Left 2012
94 Jaget	Matthew			M	1	_____			Vested/Left 2019
95 Jimenez	Anthony	P.		M	18	_____			Vested/Left 2019
96 Jones	James	A.		M	10	_____			Vested/Left 2014
97 Karp	Daniel			M	3	_____			Vested/Left 2013
98 Kenary	Thomas	A.	-----	M	11	_____			Vested/Exempt 2016
99 Krisch	Maria			F	1	_____			Vested/Left 2021
100 Krisch	Nicholas			M	3	_____			Vested/Left 2019
101 Lada	Tania	M.		F	6	_____			Vested/ Left 2007
102 Lee	Richard	C.		M	1	_____			Vested/Left 2001
103 Levinson	Peter			M	2	_____			Vested/Left 2019
104 Lisnow	Elizabeth	M		F	1	_____			Vested/Left 2021
105 Long	Paul			M	6	_____			Vested/Left 2019
106 Lottes	Paul	A.		M	7	_____			Vested/ Left 2007
107 Lynch	Conor		-----	M	1	_____			Vested/Left 2019

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2022 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued		Mailing Address	City, State & Zip Code	Status
					Service Credit	2022 Points Earned			
108 Macchione	John	T.		M	10				Vested/Left 2011
109 Makin	Edward	H.		M	1				Vested/Left 2010
110 Mangone	Francesca			F	7				Vested/Left 2021
111 Marrone-Banislowski	Jennifer			F	3				Vested/Left 2009
112 Martone	Dominic	J.		M	5				Vested/Left 2019
113 Mavros	Ryan			M	1				Vested/Left 2012
114 McCarthy	Anthony			M	1				Vested/Left 2014
115 Metskas	Athanasios			M	3				Vested/Left 2012
116 Minopoli	Melissa			F	11				Vested/Left 2021
117 Nelson	Nyssa	R.		M	2				Vested/Left 2016
118 Newman	Ian			M	8				Vested/Left 2014
119 Nolan	Catherine			F	7				Vested/ Left 2007
120 O'Neill	Fiona			F	3				Vested/Left 2016
121 Ortiz	Derek	J.		M	1				Vested/Left 2005
122 Papa	Michael	D.		M	1				Vested/Left 2003
123 Patino	Charles	E.		M	1				Vested/Left 2003
124 Patino	Margaret	D.		F	7				Vested/ Left 2007
125 Peet	William			M	1			2	Vested/Left 2002

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2022 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued Service Credit	2022 Points Earned	Mailing Address	City, State & Zip Code	Status
126 Peguillan	Samantha	M		F	2				Vested/Left 2021
127 Petrucci	Elizabeth			F	4				Vested/Left 2016
128 Pietrafesa	Daniel	R.		M	1				Vested/Left 2012
129 Ponnaiya	Shirley			F	2				Vested/Left 2018
130 Randazzo	Nicole			F	2				Vested/Left 2013
131 Reynolds	Jessica			F	3				Vested/Left 2019
132 Reynoso	Adner	A.		M	1				Vested/Left 2015
133 Roethel	Ryan			M	6				Vested/Left 2015
134 Rosario	Denise			F	6				Vested/Left 2017
135 Salentino	Rebecca			F	1				Vested/Left 2015
136 Sanchez	Jessica			F	1				Vested/Left 2017
137 Sanchez	Melvin			M	2				Vested/Left 2012
138 Santos	Noemi	J.		F	1				Vested/ Left 2007
139 Savinetti	Victoria	A.		F	11				Vested/Left 2019
140 Scott	Hayden			M	1				Vested/Left 2019
141 Sebastiano	Denise	M.		F	2				Vested/Left 2002
142 Shanhai	Lian			F	2				Vested/Left 2017
143 Shanhai	Matthew			M	1				Vested/Left 2018

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2022 Service Award Program Ambulance Records

City of Glen Cove - Glen Cove Volunteer Emergency Medical Services Corps Service Award Program

Last name	First name	MI	Date of Birth	Gender	Accrued		Mailing Address	City, State & Zip Code	Status
					Service Credit	2022 Points Earned			
144 Silva	Paul			M	1				Vested/Left 2019
145 Stutzmann	Mark			M	1				Vested/Left 2021
146 Sujeski	Kerri A.			F	6				Vested/Left 2008
147 Theodorou	Katie			F	2				Vested/Left 2014
148 Thurmond	Shaun			F	1				Vested/Left 2017
149 Upshur	Tina L.			F	4				Vested/Left 2012
150 Valeo	Justin			M	6				Vested/Left 2012
151 Venturino	Matthew			M	11				Vested/Left 2007
152 Vessia	Gabrielle			M	1				Vested/Left 2012
153 Wellenreuther	John A.			M	5				Vested/Left 2005
154 Whitting, III	Strettle F.			M	1				Vested/Left 2002
155 Wilson, Jr.	Richard M.			M	3				Vested/Left 2008
156 Yep	Didi			F	5				Vested/Left 2015
157 Zucker	Benjamin L.			M	2				Vested/Left 2009



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

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: CAPITAL (ARPA)

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H3410-44365-2240	ARPA REVENUES FOR PUMPER	\$183,116	
H3410-52250-2240	PUMPER TRUCK		\$183,116

Reason for Amendment:

TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA)

FUNDS TO THE FOLLOWING CITY PROJECTS:

SEAGRAVE XB60CA ATTACKER PUMPER FIRE TRUCK APPARATUS 78L90

SEAGRAVE XB60CA ATTACKER PUMPER FIRE TRUCK APPARATUS 78M64

Department Head Signature: Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glen Cove, c=US
Date: 2023.05.04 10:08:49 -0400

Date: MAY 4, 2023

City Controller Approval: 

Date: MAY 4, 2023

City Council Approval-Resolution Number: _____

Date: _____



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

BUDGET AMENDMENT FORM

GCP-1 (7/01)

Department: Youth Bureau

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7050-43581	OCFS Grant	\$33,429.00	
A7050-55450	After 3 Expenses		\$33,429.00

Reason for Amendment:

Receiving additional grant funding from OCFS for the Glen Cove After 3 program.

Department Head Signature: Spiro Tsirkas Date: 4/21/23

City Controller Approval: [Signature] Date: 4/21/23

City Council Approval-Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: WATER

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
F8300-54309	CHEMICALS	\$50,000	
F8300-54324	GEN SUPPLIES		\$15,000
F8300-55422	MAINTENANCE		\$10,000
F8300-52230	EQUIP REPLACEMENT		\$10,000
F8300-55438	CONTRACTUAL		\$15,000

Reason for Transfer:

TO COVER THE INCREASE IN CHEMICAL PRICES

Department Head Signature: _____

Date: 5/5/23

City Controller Approval: _____

Date: 5/5/23

City Council Approval – Resolution Number: _____

Date: _____

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AMENDMENT TO ORDER TERMS

THIS AMENDMENT TO ORDER TERMS (this "Amendment"), dated as of May, 2023, is made by and between Seagrave Fire Apparatus, LLC., 105 East 12th Street, Clintonville, WI 54929-1518 ("Seagrave") and Glen Cove Fire Department/City of Glen Cove, 10 Glen Cove Avenue, Glen Cove, NY 11542 ("Purchaser" and, together with Seagrave, the "Parties").

BACKGROUND

This Amendment applies to each order, contract, agreement, instrument, term or undertaking, including, without limitation, the Contract between Glen Cove Fire Department/City of Glen Cove, dated August 27, 2021, and Contract between City of Glen Cove, dated June 29, 2022, ("collectively, the "Order Terms") relating to: one (1) Seagrave custom fire apparatus, model XB60CA Seagrave Custom Attacker Pumper, numbered SO 78L90 ("Apparatus 78L90") and one (1) Seagrave custom fire apparatus, model XB60CA Seagrave Attacker Pumper, numbered SO 78M64 ("Apparatus 78M64"). The manufacture and delivery of the Apparatus 78L90 and Apparatus 78M64 under the Order Terms as in effect prior to this Amendment (the "Original Order Terms") has become commercially impracticable. The Parties desire to enter into this Amendment to provide for an equitable modification of the Original Order Terms.

NOW, THEREFORE, for and in consideration of the premises, the covenants contained in this Amendment and the Order Terms, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged by the Parties, the Parties hereby agree as follows:

1. Material Price Increase. The Original Order Terms are hereby amended to add to the purchase price payable with respect to Apparatus 78L90 a material price increase in the amount of One Hundred Nine Thousand Fifty-Nine Dollars (\$109,059) and add to the purchase price payable with respect to Apparatus 78M64 a material price increase in the amount of Seventy-Four Thousand Fifty-Seven Dollars (\$74,057) for a total material price increase of One Hundred Eighty-Three Thousand One Hundred Sixteen Dollars (\$183,116) (the "Material Price Increase") that shall be payable by Purchaser to Seagrave upon delivery and acceptance of Apparatus 78L90 and Apparatus 78M64 and prior to either being placed into fire service. The Material Price Increase shall be payable in addition to the amounts otherwise payable under the Original Order Terms. This is a one-time Material Price Increase, and no additional Material Price Increases will be added to the Original Order Terms or the Material Price Increase as defined herein.
2. Limited Warranty. The Original Order Terms are hereby amended to extend the standard Seagrave Two-Year Limited Warranty to a Three-Year Limited Warranty covering Apparatus 78L90 and Apparatus 78M64.
3. Parts and Service Voucher. The Original Order Terms are hereby amended to provide a Seagrave Parts and Service Voucher to Purchaser in the amount of Thirty Thousand Dollars (\$30,000) to be valid for five (5) years from the date of delivery and acceptance of Apparatus 78L90 and Apparatus 78M64 on any owned Seagrave apparatus and equipment,

subject to Seagrave's standard terms and policies with respect to Seagrave Parts and Service Vouchers in effect at the time of use.

4. Effect of Amendment. This Amendment shall constitute an amendment to the Original Order Terms. To the extent of any conflict between the terms of this Amendment and the original Order Terms, the terms of this Amendment shall control. Except as provided in this Amendment, the Original Order Terms shall remain in full force and effect.

5. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment to Order Terms as of the date first above written.

SEAGRAVE FIRE APPARATUS, LLC

By: Ulisses D. Parmeziani

Name: Ulisses D. Parmeziani

Title: President and CEO

Dated: 05/04/2023

**GLEN COVE FIRE DEPARTMENT/CITY OF
GLEN COVE, GLEN COVE, NY**

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____