

6 B

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT, made and entered as of this Agreement is last executed by the parties hereto (the "Effective Date"), by and between TOWN OF OYSTER BAY (hereinafter "TOWN"), a municipal corporation having its principal office at 54 Audrey Avenue, Oyster Bay, New York 11771 and the CITY OF GLEN COVE (hereinafter "CITY" or "CITY of GLEN COVE"), a municipal corporation, having its principal office at 9 Glen Street, Glen Cove, New York 11542, concerning the use of the TOWN boat ramp and the parking of boat trailers at Harry Tappen Beach ("Tappen Beach"), by CITY residents from June 8, 2023 through June 11, 2023; subject to certain provisions stated herein.

WITNESSETH:

WHEREAS, the CITY OF GLEN COVE has requested that its residents be permitted to launch the boats and to park the boat trailers of CITY residents at Tappen Beach, due to an annual festival to be held at Garvies Point, Glen Cove, from June 8, 2023 through June 11, 2023, making it difficult for CITY residents to gain access to the Glen Cove boat ramp; and

WHEREAS, the TOWN desires to assist the CITY OF GLEN COVE in providing access to local waterways and reasonable recreational opportunities for small groups of its residents during the time of the event noted above, and

WHEREAS, the TOWN and THE CITY OF GLEN COVE wish to cooperate for the benefit of their residents;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide access to its Town boat ramp at Tappen Beach, and

permit parking of boat trailers to CITY residents, for the period of June 8, 2023 through June 11, 2023 only.

SECOND: CITY residents shall pay a daily fee for use under the agreement of twenty-five dollars (\$25.00) for use of the boat ramp and, in addition, twenty dollars (\$20.00) for parking at Tappen Beach.

THIRD: This agreement shall terminate at 11:59 pm EDT on June 11, 2023, unless extended by mutual agreement between the parties.

FOURTH: Neither party hereto may assign its rights and/or obligations hereunder without the prior written consent of the other party, and any purported assignment without such consent shall be of no force and effect.

FIFTH: It is understood and agreed that this Agreement embodies the entire understanding of the parties and may not be extended or modified except in writing, and subscribed by both parties hereto.

SIXTH: The CITY shall obtain insurance coverage in regard to the use pursuant to this Agreement, and provide Certificates of Insurance with respect to comprehensive general liability in amounts per occurrence of not less than \$1,000,000.00 and \$2,000,000 in the aggregate, with limits for property damage not less than \$500,000.00, and shall name the TOWN as an additional named insured. A copy of relevant endorsements are to be provided to the TOWN.

SEVENTH: The CITY, to the maximum extent permitted by law, shall indemnify and hold harmless the TOWN, its officials, employees and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages, arising out of or in connection with the activities pursuant to this Agreement.

EIGHTH: The execution of the Agreement is subject to authorization by the Town Board.

IN WITNESS WHEREOF, this agreement shall be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

TOWN OF OYSTER BAY

REVIEWED:

Office of the Town Attorney

By: _____

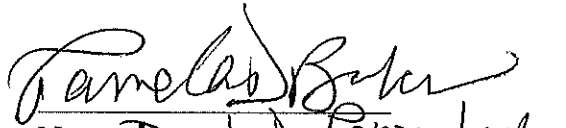
Name: _____

Title: _____

Date: _____

CITY OF GLEN COVE

By:



Name: Pamela D. Panzenbeck

Title: MAYOR

Date: June 2, 2023

[illegible]

NOTARY PUBLIC

[illegible]

Tina Pemberton
 NOTARY PUBLIC
 Tina Pemberton
 Notary Public, State of New York
 No. 01PE6188065
 Qualified in Nassau County
 Commission Expires June 2, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

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 Arthur J. Gallagher Risk Management Services, LLC One Jericho Plaza Suite 200 Jericho NY 11753	CONTACT NAME: Noelle Bonanno	FAX (A/C, No): 516-745-0082
	PHONE (A/C, No, Ext): 516-745-0800	E-MAIL ADDRESS: Noelle_Bonanno@ajg.com
INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURER A : U.S. Specialty Insurance Company	29599	
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

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

License#: BR-724491
GLENCOV-05

COVERAGES

CERTIFICATE NUMBER: 1908921995

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	COMMERCIAL GENERAL LIABILITY			U23PKG80105-02	1/13/2023	1/13/2024	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> SIR - \$250K						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS ONLY						
A	UMBRELLA LIAB			U23PKG80105-02	1/13/2023	1/13/2024	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay
54 Audrey Avenue
Oyster Bay 11771

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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PROPOSAL

Statewide Roofing, Inc.

2120 Fifth Avenue • Ronkonkoma, New York 11779

Phone: (631) 277-1610 • Fax: (631) 676-2050

6C

Proposal Submitted To Town of Glen Cove	Email vmartinez@glencoveny.gov	Date 5/31/2023
Street 9 Glen Street	Job Name Police Department Building Reroof Flat Area & Shingle Area	
City, State and Zip Code Glen Cove, NY 11542	Location 1 Bridge Street, Glen Cove	
Attention Vincent Martinez	Phone (516) 322-4219	Description Reroof Flat Roof Area & Shingle Area (See Photo #1)

As per your request Statewide Roofing has visited the above referenced site in pursuit of a cost estimate to remove and replace the existing black EPDM roof system with a new black EPDM roof system. Statewide will also install new GAF Timberline high-definition roof shingles over the existing roof shingle.

Statewide Roofing, Inc. will furnish all necessary labor, material, equipment, safety equipment and insurance to complete the following work scope:

Statewide using a crane will offload all debris and load all equipment, materials and supplies to safely complete the work scope.

EPDM Flat Roof Area:

1. Statewide will remove the existing black EPDM roof system and the existing BUR roof system down to the existing wood deck and dispose of as general construction debris.
2. Statewide will remove the existing metal coping and dispose of as general construction debris.
3. Statewide will examine the wood blocking under the metal coping that was removed and replace any deteriorated wood with new to match existing.
4. Statewide will install a new tapered insulation system sloped towards the existing roof drains and scuppers.
5. Statewide will install a new ½" cover board over the new tapered insulation.
6. Statewide will fasten the new insulation and cover board to the existing wood deck using heavy duty screw and 3" galvanized plates as per manufacturer's specifications.
7. Statewide will install a new .060 black EPDM fully adhered roof system over the new ½" cover board using a low VOC bonding adhesive as per manufacturer's specifications.

8. Statewide will run the new EPDM up and over the existing parapet walls.
9. Statewide will install a new metal fascia system on top of the existing parapet walls. Color to be chosen by the owner from a standard color chart.
10. Statewide will install new retro fit roof drains at all existing drain locations.
11. Statewide will fabricate and install new scupper with new leaders to match existing.
12. Statewide will flash all roof top units, vent stacks, drains and HVAC equipment as per manufacturer's specifications.
13. Statewide will install a new skylight done to replace existing in size. (See photo #2)
14. Statewide will remove and dispose duck work not being used. (See photo #3)
15. Statewide will provide the owner with a 20-Year Warranty from the roof manufacturer upon completion of the work scope.

Shingle Roof Area:

1. Statewide will set up scaffolding to safely complete the work scope.
2. Statewide will remove the existing gutter and leaders and dispose of as general construction debris.
3. Statewide will remove any unused equipment in the work area and patch the existing opening to match existing.
4. Statewide will install new GAF Timberline High-Definition roof shingles over the existing as per manufacturer's specifications.
5. Statewide will install all new pipe flashings and step flashing where needed to complete the work scope.
6. Statewide will fabricate and install new 6" gutters and leaders to match existing that were removed.
7. Statewide will provide and install a new attic fan. Our price doesn't include any electrical hook ups.
8. Statewide will demobilize and clean up jobsite upon completion of the work scope.

LABOR:

532 Mechanic Hours @ \$138.00 / hour

\$ 73,416.00

MATERIAL:

EPDM

EPDM Accessories

Wood

Bonding Adhesive

Dumpsters

Metal

Insulation

Cover Board

Shingles

Scaffolding

Boom Rental

Skylight

Fasteners

Rack Truck Rental

\$ 95,990.00

M/U 15% \$ 14,398.50

\$110,388.50**TOTAL COST: \$183,804.50****Proposal is quoted under the Nassau County BOCES Cooperative Bidding Program, Bld # 20/21-040.*

Statewide Roofing, Inc. will not be liable for any consequential or subsequent damage to the building's contents, inhabitants, or components of the roof structure. Statewide Roofing, Inc. will not be held responsible for any unforeseen electrical conduit/piping beneath or embedded in the roof deck that is damaged. All electrical conduit, gas and refrigerant lines for HVAC equipment and lighting fixtures, disconnects and reconnects necessary to complete the roofing project are to be completed by the building owner. The structural soundness and compatibility of the roof deck to the roofing system are the Owner's responsibility.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to Roofing Industry Standard Practices. Any alteration or deviation from specifications above involving extra costs will be executed and included only upon written orders and will become an extra charge or deletion from the estimate.

Insurance Coverage This proposal/quote is inclusive on the following insurance coverages as follows: 1. All policies issued from NY licensed admitted carriers, 2. All coverage will be primary and noncontributory, 3. Commercial General Liability Insurance to include: \$1 Million per occurrence/\$2 Million aggregate, \$2 Million products and completed operations, \$1 Million Personal and Advertising Injury, \$100,000 Fire Damage, \$5,000 Medical Expense, Umbrella/Excess Insurance Policy \$5 Million, and the General Aggregate shall apply on a per-project basis. Any additional coverage will be billed at cost plus 5% - i.e. OCP Policies, Builders Risk, and Umbrella/Excess Coverage on a follow form basis.

The building owner is responsible for providing Statewide Roofing, Inc. with a Capital Improvement Certificate and/or a Tax-Exempt Certificate, when necessary, prior to the completion of the job. Failure to do so will result in sales tax being assessed.

If collection is necessary, legal expenses incurred will be paid by the purchaser, plus 2% per month on the unpaid balance after thirty (30) days.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TOTAL BID: One Hundred Eighty-Three Thousand Eight Hundred Four Dollars & 50/100 --- \$183,804.50

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Signature: 
STATEWIDE ROOFING, INC.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized
Signature: _____

Print: _____

Title: _____

Date of Acceptance: _____

Untitled Map

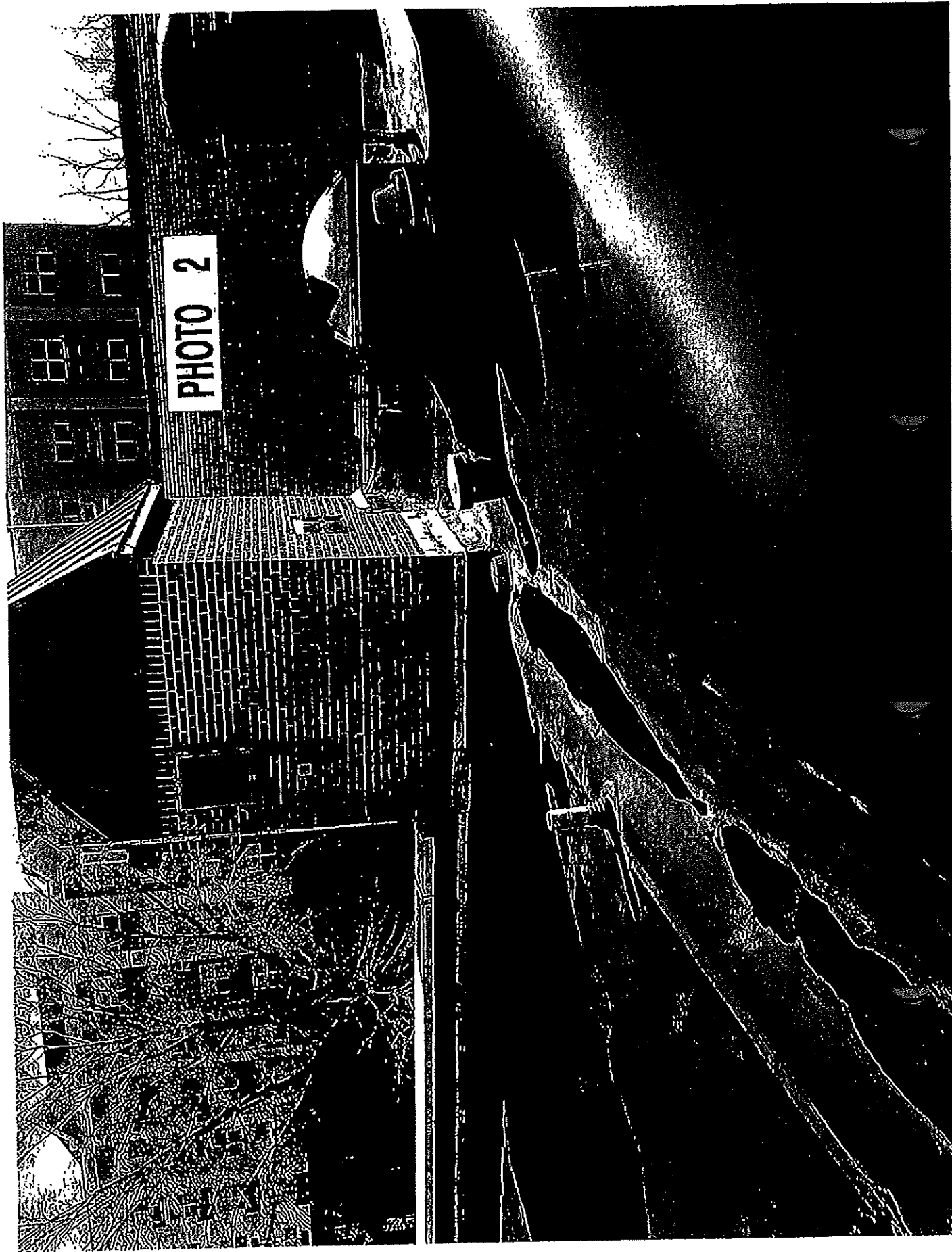
Write a description for your map.

Glen Cove Police Department

PHOTO 1

Google Earth

© 2005 Google. All rights reserved. Data from NOAA, U.S. Navy, NGA, GEBCO







6D

June 14, 2023

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

Re: Proposal for Engineering Services for the construction phase of
the 2023 Road Program

Dear Mr. Yeosock:

As requested, we respectfully submit our proposal for Construction Phase services for the 2023 Road Improvement project. A detailed listing of the proposed scope of services and fee is described below.

Scope and Fees

Our estimate to provide engineering services for construction for the project are as follows:

Estimate of cost of Engineering Services during construction:

- | | |
|---|------------------|
| 1. Review contractor submittals, shop drawings etc.
Review contractor's payments requests
Clarifications
Construction coordination, meetings and site visits
Final close-out and punch list | \$ 42,000 |
| 2. Full time review of construction activities
(Assume 800 hours required)
800 hours @ \$155/hr. | \$124,000 |
| 3. Survey Construction Layout | <u>\$ 12,528</u> |
| Estimated Cost for Construction Phase Services | \$178,528 |

Note that LiRo's cost for Construction Phase Services is dependent on the contractor's schedule and any unforeseen issues that might occur during construction.



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

CONSTRUCTION PHASE SERVICES FOR 2023 ROAD IMPROVEMENT PROGRAM

for the City of Glen Cove

6/14/2023

STAFFING TABLE

TASK	Title	Hourly rate	Hours	Total
SURVEY	Survey Crew	\$136	80	\$10,880
	Survey Technician	\$103	16	\$1,648
ENGINEERING	Engineer	\$210	40	\$8,400
	Senior Engineering Technician	\$168	200	\$33,600
INSPECTION	Full Time Inspector	155	800	\$124,000
				TOTAL \$178,528

Should you approve, please indicate your authorization below, and return a signed copy to this office.
If you have any questions, please contact me.

Sincerely,

Paul Stevens, P.E.
Associate Vice President
PFS:sm

Authorization

Date

6E

CORPORATE OFFICES:

11 Columbia Circle Drive, Albany, NY 12203

Phone: (518) 463-9706

Fax: (518) 463-9708

June 14, 2023

Ms. Tina Pemberton
City Clerk
City of Glen Cove
City Hall
9 Glen Street
Glen Cove NY 11542

Data Imaging Services – Scanning & Indexing of Birth Records 1940's - 2022

Dear Ms. Pemberton,

Thank you for allowing NYSID via Seery Systems Group, Inc. (Seery Systems) / Abilities, Partnership the opportunity to provide the City of Glen Cove with the following proposal.

I appreciate the time that you spent with Rich Seery to discuss the Scanning & Indexing of your Birth Records.

If you are ready to move forward with this project, you simply need to issue a Purchase Order to NYSID. Please sign and return the enclosed Price Concurrence.

If you should have any questions or concerns, please feel free to contact Seery Systems Group, Inc. or myself.

Katie Cox
Account Representative – Metro – NY and Long Island

NYSID/ New York State Industries for the Disabled, Inc
11 Columbia Circle Drive
Albany NY 12203
Mobile: (631) 739-7000
E-mail KCox@nysid.org
Internet: www.nysid.org

Our Mission is to provide employment for New Yorkers with Disabilities

Book Scanning, Document Scanning, and Indexing Conversion Costs

Task	Description	Number of Items	Unit Cost	Expanded Cost
1	Scanning of Birth Record Books includes Scanning, Cropping each Birth Certificate, QC & Output to PDF Images	8,200	\$.95	\$7,790.00
2	Indexing of Birth Record Certificates	13,484	\$.38	\$5,123.92
3	Scanning of Birth Record Books includes Scanning, removing each page from book & then putting each page back in book, QC & Output to PDF Images	26,700	\$.68	\$18,156.00
4	Indexing of Birth Record Certificates	26,700	\$.38	\$10,146.00
5	Output Images to 16MM Archival Microfilm for Long Term Disaster Recovery & Backup	40,187	\$.0485	\$1,949.07
6	Output of images to Hard Drive	1	\$265.00	\$265.00
7	Pickup and Delivery of Records	2	\$285.00	\$570.00
			Approx. Total	\$43,999.99

The above cost per image includes all the items outlined in the Conversion Procedures listed above.

The above volumes of work to be scanned and indexed are only an ESTIMATE. Actual number of images scanned and indexed will be billed.

6F

AGREEMENT

IT IS AGREED by and between the CITY OF GLEN COVE ("CITY") and GLEN COVE CITY POLICE BENEVOLENT ASSOCIATION ("PBA") as follows:

WHEREAS, the PBA has raised issue with the amount of clothing allowance to be given to detectives who are assigned to the CPU Division; and

WHEREAS, the parties are desirous of resolving this issue without resort to the grievance and arbitration procedure set forth in the collective bargaining agreement ("CBA");

NOW, THEREFORE, it is

AGREED that effective immediately, Article 6, Section 2 of the CBA shall be deemed omitted therefrom; and it is further

AGREED that commencing with the calendar year 2023, and pursuant to Article 6, Section 1, all detectives, regardless of whether they are assigned to the CPU Division, shall receive the clothing allowance set forth therein, currently \$1,350.00 per calendar year; and it is further

AGREED that Detectives Brian Glennon and Christopher Paollilo shall each receive payment in the amount of \$2,200.00, representing the difference between the \$1,350.00 and what they did receive as a clothing allowance, retroactive to 2021, the first year of the current CBA; and it is further

AGREED that no other payments shall be made to any other PBA employees who claim they were not paid the correct amount of clothing allowance for any years prior to 2023; and it is further

AGREED that this Agreement is subject to ratification by the City of Glen Cove
City Council.

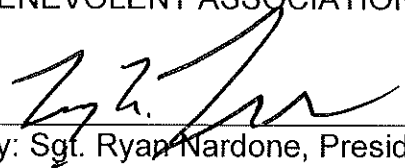
CITY OF GLEN COVE

Dated: _____

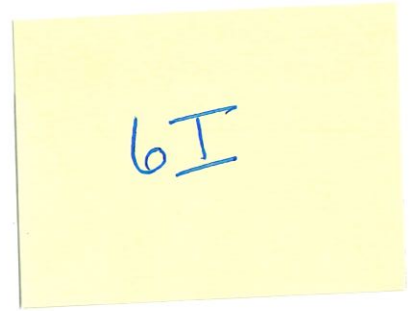
By; Pamela D. Panzenbeck, Mayor

CITY OF GLEN COVE POLICE
BENEVOLENT ASSOCIATION

Dated: 6/14/23



By: Sgt. Ryan Nardone, President



CONTRACT


6/14/2023

Glen Cove Rotary
c/o Brian Mercandante

PROJECT: Replacement of 8" x 5" Bronze Plaque

SCOPE: North Shore Monuments will provide all labor and materials to replace 8" x 5" bronze stolen from site and fix the chipped edge of the granite base and embed the plaque into the granite..
Total: \$1350

PAYMENT 50% deposit upon signing contract
TERMS: Final payment due upon completion.


NSM Rep. _____ Date 6/14/23 Glen Cove Rotary, Date _____

66

SCHOOL YEAR 2023-2024

RESOLUTION (A)

JOINT MUNICIPAL COOPERATIVE BIDDING PROGRAM

WHEREAS, various educational and municipal corporations located within the State of New York desire to bid jointly for generally needed services and standardized supply and equipment items; and

WHEREAS, the _____, an educational/municipal corporation (hereinafter the "Participant") is desirous of selectively participating with other educational and/or municipal corporations in the State of New York in joint bidding in the areas mentioned above pursuant to General Municipal Law § 119-o and Education Law Section 1950; and

WHEREAS, the Participant is a municipality within the meaning of General Municipal Law § 119-n and is eligible to participate in the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter Eastern Suffolk BOCES) Joint Municipal Cooperative Bidding Program (hereinafter the "Program") in the areas mentioned above; and

WHEREAS, the Participant acknowledges receipt of the Program description inclusive of Eastern Suffolk BOCES' standard bid packet and the general conditions relating to said Program; and

WHEREAS, with respect to all activities conducted by the Program, the Participant wishes to delegate to Eastern Suffolk BOCES the responsibility for drafting of bid specifications, advertising for bids, accepting and opening bids, evaluating bids, awarding via Eastern Suffolk BOCES Board approval, and reporting the results to the Participant.

BE IT RESOLVED that the Participant hereby appoints Eastern Suffolk BOCES to represent it and to act as the lead agent in all matters related to the Program as described above; and

BE IT FURTHER RESOLVED that the Participant hereby authorizes Eastern Suffolk BOCES to place all legal advertisements for any required cooperative bidding in Newsday, which is designated as the official newspaper for the Program; and

BE IT FURTHER RESOLVED that a Participant Meeting shall be held annually consisting of a representative from each Program Participant. Notice of the meeting shall be given to each representative at least five (5) days prior to such meeting; and

BE IT FURTHER RESOLVED that an Advisory Committee will be formed consisting of five to ten representatives of Program Participants for a term of three (3) years as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that this Agreement with the Participant shall be for a term of one (1) year as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that the Participant agrees to pay Eastern Suffolk BOCES an annual fee as determined annually by Eastern Suffolk BOCES to act as the lead agent for the Program.

This Resolution solely applies to the Cross Contact for Bid: Tank Testing, Repair and Cleaning.

Date Approved:

Name of Educational or Municipal Corporation

Signature of Official

Printed Name of Official

Title

Contact Person - Name

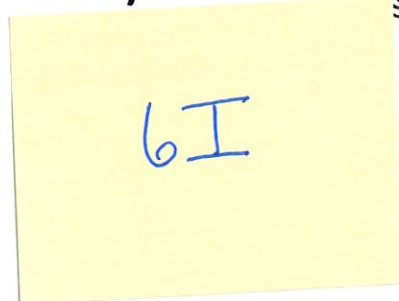
Title

E-Mail Address



Shipping & Mailing
Postage Meters

pitney bowes 



SendPro® MailCenter 1000

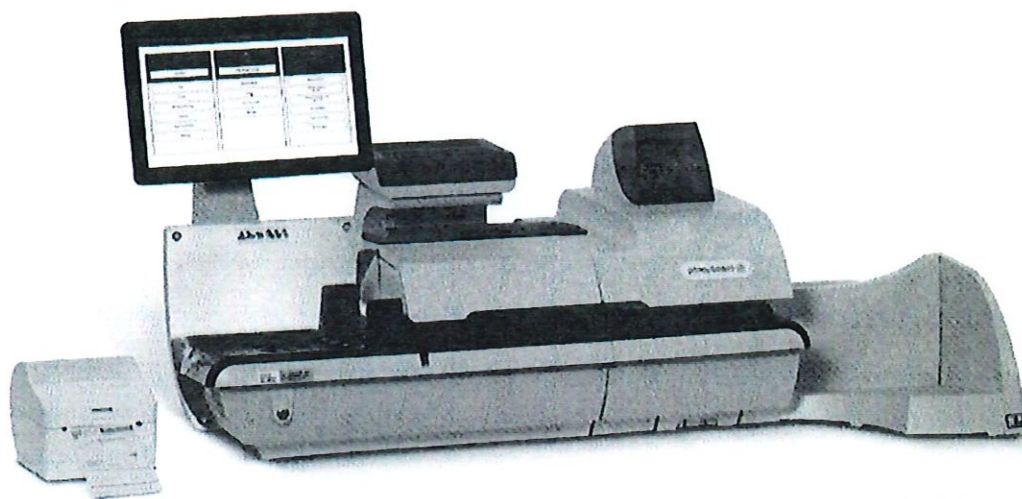
Take control of sending challenges.

The SendPro MailCenter 1000 simplifies your sending processes by integrating mailing and shipping into a single system. The MailCenter 1000 provides a modern user experience making sending anything easier and more streamlined.

With fast automatic-feeding, you can quickly process high volumes of mail, easily ship through USPS®, FedEx® and UPS® and track packages all from one reliable system, improving productivity and creating new levels of efficiency for your organization.

For letter mail, the MailCenter 1000 will seal and print postage at up to 180 letters per minute. It handles thin or thick mail at up to 5/8 of an inch thick.

- Minimize downtimes and jamming with reverse separation feeding technology.
- Automatically save on every First Class® letter you send and gain access to additional savings, such as presort rates.



For more information, visit us online: pitneybowes.com

For overnight deliveries and package shipments, the available shipping functionality allows you to compare services for USPS®, FedEx® and UPS® so your packages are sent with the best cost and delivery option available. You will also gain complete visibility into your shipping history, package tracking and carrier spend, all in one place.

- Access special discounts with USPS® and UPS® or use your existing business accounts
- Accurately weigh packages and print professional looking shipping labels right from the integrated scale and connected shipping label printer

Intuitive user display

The 15" modern, color touch screen display on the SendPro® MailCenter 1000 simplifies the way users interact with the system and process each job. Users can benefit from easy-to-follow menus for the streamlined processing of mail and packages.

Flexible printing

Save on pre-printed stationary costs and increase the opening potential for your mail. The MailCenter allows you to print your business logo, return addresses, promotional messages, or graphics directly onto your outbound envelopes at the same time it prints postage for a more professional look.

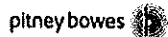
Available desktop shipping

The SendPro MailCenter 1000 enables users outside the mail area to ship packages from their individual PCs with PitneyShip™ or PitneyShip™ Pro, our online shipping software powered by the Shipping 360™ platform, which allows office workers to access the same shipping capabilities on the MailCenter at their desk to send or track a package delivery.

Specifications	MailCenter 1000
Mail processing speeds (letters per minute)	Up to 145 LPM; Optional upgrade: Up to 160 or 180 LPM
Weigh-on-the-Way® (WOW®)	Not Available
Envelope processing thickness	5/8" media size: 3 1/2" x 5" up to 10" x 14"
Dimensions	39.3"L x 22.2"D x 25"H. Drop stacker adds 13.2" to L. Power stacker adds 33.6" to L
IMI indicia on-device stamp printing	Yes
Envelope flap depth	Min 1", max 3 7/8"
Envelope sealing system	Pump-fed pad; closed flap feeding. Seal only mode
Color touchscreen display	Standard 15" detachable display with optional display stand
Scale capacity	Optional: 5, 10, 15 lb small platform with stand. 15-30 lb tabletop platform. 70 and 149lb
Differentiated weighing	Yes
Available shipping carriers	USPS® UPS® FedEx®
Available desktop shipping access	PitneyShip® or PitneyShip Pro. Optional scale and label printer
Optional accounting	100, 500, 3,000, 100k max accounts
Optional expanded analytics	PitneyAnalytics™, Business Manager
Package tape printing	Adhesive roll tape (for large envelopes and packages using non-discounted USPS retail rates)
Peripheral hardware options	Barcode scanner, laser report printer, power stacker portrait flats kit, power stacker, wireless keyboard (for quick alpha-numeric entries).



United States
3001 Summer Street
Stamford, CT 06926-0700



Purchase Agreement/Equipment and Software Maintenance Agreement

Agreement Number									

Your Business Information

Full Legal Name of Client / DBA Name of Client

CITY OF GLEN COVE ACCOUNTS PAYABLE

Sold-To: Address

9 GLEN ST, GLEN COVE, NY, 11542-2770, US

Sold-To: Contact Name

Yelena Quiles

Sold-To: Contact Phone #

5166762108

Sold-To: Account #

0012243812

Bill-To: Address

9 GLEN ST 13 CITY HA, GLEN COVE, NY, 11542-2798, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

0010473777

Ship-To: Address

9 GLEN ST, GLEN COVE, NY, 11542-2770, US

Ship-To: Contact Name

Yelena Quiles

Ship-To: Contact Phone #

5166762108

Ship-To: Account #

0012243812

PO #

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SENDPROMAILCENTER	MailCenter	PURCHASE	\$ 0.00
1	1FWV	5lb Interfaced Weighing Feature	PURCHASE	\$ 968.80
1	7W00	MailCenter Meter	RENT	\$ 45.24
1	APKG	SendPro P SendPro 360 Ship Access	PURCHASE	\$ 0.00
1	APSA	Connect+ 145 LPM Speed	PURCHASE	\$ 0.00
1	HV1P	MailCenter Printer	PURCHASE	\$ 0.00
1	HV96000	MailCenter Weighing Platform	PURCHASE	\$ 0.00
1	HVBA	MailCenter 1000	PURCHASE	\$ 6,106.45
1	M9SS	Mailstream IntelliLink Services 2	RENT	\$ 0.00
1	ME1C	Meter Equipment - P Series, LV	PURCHASE	\$ 664.00
1	MW90007	SendPro P Series Drop Stacker	PURCHASE	\$ 0.00

1	MW92705	MailCenter 15in Display	PURCHASE	\$ 0.00
1	SJM1	SoftGuard for SendPro P1000	RENT	\$ 0.00
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)	SLA	\$ 656.20

Purchase Total**	\$ 7,739.25
Monthly Total**	\$ 45.24
Annual Total**	\$ 656.20

**Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

Quarterly Billing Total**

Type	Fees	Type	Fees
Meter Services	\$ 135.72	Equipment Maintenance	\$ 656.20

Annual Billing Total**

Tax Exempt

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 (X) Purchase Power® transaction fees included
 () Purchase Power® transaction fees extra

Shipping and Handling

\$ 0.00

Initial Term : 12 Months

**Plus applicable taxes which will be applied at the time of billing.

Your Signature Below

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

MR-2770

State/Entity's Contract #

Client Signature

Print Name

Title

Date

Email Address

Sales Information

Michael Peperno

michael.peperno@pb.com

Account Rep Name

Email Address

BEVERAGE SERVICE AGREEMENT

C2346889
Account #
City of Glen Cove - St Patrick's Cafeteria
Account Name
9 Glen Street Glen Cove NY 11542
Billing Address
235 Glen Street
Shipping Address
Glen Cove NY 11542
City State Zip

Jenna C. Belfiore
Contact Name
Room # Floor #
516.759.9610
Tele # Ext#
Fax #
Number of Employees

EQUIPMENT:

Quantity	Stock	Description (Include # of thermoses/glass pots)	Rental Fee, Lease Terms, or Purchase Price
2	TPLBPO1SHS	Oasis™ Atlantis Water Cooler, Hot/Cold, White, 38 11/16"	\$0.99 (Rockland County BID 18-094)

Customer agrees to purchase all product used in association with the equipment listed above from W.B. Mason, including; coffee, sweeteners, creamers, cocoas, teas, cups, napkins, cutlery, plates and paper towels.

In consideration of the equipment provided, customer agrees to the coffee pricing and minimum monthly purchase as described below.

COFFEE PRICING:

Description	Price	Minimum Monthly Purchase
BLZ-H2O5G	\$4.49 (Rockland County BID 18-094)	12+

Coffee prices may fluctuate with market.

DEMO

☐

Brewers installed for demonstration purposes may remain at a customer's location for up to five (5) days at no charge. After that, brewers will be invoiced subject to the terms outlined in the Beverage Service Agreement. In the event that there are no agreed upon terms, brewers will be charged at a list-price rental.

RENTAL

☒

W.B. Mason agrees to provide the equipment in this Beverage Service Agreement for a monthly rental fee listed above plus sales tax. At the end of the initial period, this agreement will automatically renew for successive 1-year periods unless written notice is received from the customer 30 days prior to expiration for the agreement.

LEASE-PURCHASE

☐

W.B. Mason agrees to provide the equipment in the Beverage Service Agreement for the terms listed above. Customer will be billed for the first month, last month, and a one-month security deposit upon receipt of equipment. Upon completion of the purchase period, ownership of the above mentioned equipment shall transfer to the customer.

SALE

☐

W.B. Mason agrees to provide the equipment listed in this Beverage Service Agreement, as listed above, plus installation and sales tax. W.B. Mason will provide warranty service for all equipment subject to the terms of the specific manufacturer warranty. W.B. Mason acknowledges no additional warranties.

WAIVER OF LIABILITY-W.B. MASON—LIMITED WARRANTY—Although under this Agreement W.B. Mason is providing the Customer with the equipment listed in this Beverage Service Agreement and is agreeing to perform certain installation and deinstallation services, perform filter changes on equipment on a scheduled basis, conduct preventative maintenance and repairs as necessary on a needed basis, the Customer hereby acknowledges, confirms and agrees:

Limited Warranty-Rental Agreement. WB Mason is not the manufacturer of any of the products being provided by W.B. Mason to the Customer under this Beverage Service Agreement, including without limitation, coffee brewers, coffee equipment, water coolers, filters, and any and all equipment to be utilized by W.B. Mason when performing any preventative maintenance and repairs hereunder and therefore, W.B. Mason cannot make and is not making any representations or warranties of any kind, nature or description to the Customer relative thereto or in connection therewith, provided however W.B. Mason will, to the extent that it is able to do so, pass through to Customer any manufacturer's warranty (if any) covering the any products or services in lieu of any other express or implied warranties from W.B. Supplier with respect to the products and/or services. WB Mason reserves the right to apply and/or change a rental fee on any equipment provided after the initial year of the agreement.

Waiver of Liability-W.B. Mason--Water Damage. That (a) it is the policy of WB Mason to install equipment only with the available water lines provided by or to the customer;(b) having coffee brewers, coffee equipment and/water coolers in Customers facility including offices can cause and result in from time to time, in unintentional water leaks, water seepage, accidental discharges or overflows, and other deteriorating conditions, sudden accidents and/or events, resulting in physical damages to the Customers facility including offices and/or location (collectively "*Water Damages*") (c) the Customer acknowledges that having coffee brewers, coffee equipment and water coolers located in Customers facility offices and/or location involves the risk of the Customer incurring or suffering *Water Damages* as a result thereof and that W.B. Mason does not assure nor make any representation to Customer that *Water Damages* will not take place at the Customers facility, offices and/or location or to its contents pursuant thereto; (d) that Customer hereby represents it is willing to accept all such risk and to protect W.B. Mason from all such claims for *Water Damages* that may be made either by Customer or by others. Therefore, except in instances where it is determined that any such *Water Damages* at the Customers facility offices or location, results from, or is caused by, W.B. Mason's gross negligence or willful misconduct, (i) Customer hereby releases W.B. Mason, its servants, agents and employees from any and all claims for *Water Damages* that the Customer may suffer or sustain now or in the future as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (ii) Customer agrees that neither the Customer nor its agents, servants or employees will make a claim, sue or otherwise assert rights against W.B. Mason, its servants, agents or employees relative to or in connection with any *Water Damages* are incurred or alleged to have been incurred or sustained by the Customer as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iii) that Customer agrees to defend and hold harmless W.B. Mason, its servants, agents or employees from all claims, suits, judgements, damages losses, and expenses including reasonable legal fees and costs, arising directly or indirectly, in whole or in part, from any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iv) that W.B. Mason shall not be responsible or liable to the Customer, or its affiliates, agents, shareholders, members, partners, directors, officers or employees for any *Water Damages* of any kind, nature or description directly or indirectly suffered, claimed, or incurred by Customer pursuant to and in connection with this Beverage Service Agreement, including without limitation and all losses, claims, demands, suits, or actions, any judgements for damages on account of or by reason of bodily injury, including death, any damage to property and from all costs and expenses incurred in connection with any such claim for *Water Damages*, including without limitation attorney's fees and disbursements caused by or directly or indirectly arising out, or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement. In the event the equipment provided by W.B. Mason to the Customer is a pressure type, the Customer agrees to shut off all water at the valves leading to pressure cooler/equipment whenever the Customer leaves its facility, office and/or location unattended.

Indemnification and Hold Harmless. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless W.B. Mason, its affiliates shareholders, members, partners, directors, officers, agents servants, employee and agents from and all losses, damages (including without limitation or restriction *Water Damages* as defined above) claims, demands, suits, or action (collectively a "*Claim*") or judgments for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such *Claim*, including without limitation, attorneys fees and disbursements caused by or directly or indirectly arising out of or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement, including" (a) any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; (b) the failure of W.B. Mason failure provide products, complete any work or perform any services required to be done by W.B. Mason hereunder (c) the negligent or wrongful conduct of W.B. Mason or any of its subcontractors relative to any products provided by W.B. Mason to the Customer hereunder any work done, or services performed by W.B. Mason for the Customer during the term of this Agreement including W.B. Mason or any subcontractors respective agents, servants or employees (d) W.B. Mason failure to comply with any applicable law rules or regulation or permit in connection with any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; but excepting from the foregoing to the extent any such *Claim* or breach or violation is caused by or results from any gross negligence or intentional misconduct by W.B. Mason and (e) any *Claim* or judgment for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such *Claim*, caused directly or indirectly from act, omission, negligence or conduct of the Customer hereunder or any breach by Customer of any representation, warranty covenant or obligation made by Customer to W.B. Mason under this Beverage Service Agreement. Except as otherwise provided herein, the Customer shall at its own cost and expense defend any such Claim which may be asserted or commenced against W.B. Mason by reason of or in connection with of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers indemnity and hold harmless obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement.

Commercial General Liability Insurance. The Customer agrees to secure and keep in full force and effect throughout the term of this Beverage Services Agreement commercial general liability insurance including contractual liability (to specifically include coverage for the Damage Caused by Water and the Indemnification and Hold Harmless articles set forth above in this Beverage Service Agreement, Products and Completed Operations Liability Broad Form Property Coverage, written a on an occurrence form with combined bodily injury and property damages limits of liability of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

W.B. Mason Branch Manager (Signature)

Customer (Signature)

Print Name

Ben Johnston
Ben Johnston

Digitally signed by Ben Johnston
DN: cn=Ben Johnston, o=W.B. Mason Co, ou=Sales,
email=ben.johnston@wbmason.com, c=US
W.B. Mason Account Executive (Signature) 2021.09.08 16:32:30 -0400

Print Name

OCS Specialist (Signature)

Print Name

Print Name

Sales Representative:

Customer Service Representative:



Outdoor and Environmental Education CoSer 401

PAYMENT AUTHORIZATION - 2022-2023

6K

School District / Organization

City of Glen Cove Youth Bureau

128B Glen Street

Glen Cove NY 11542

516-671-4600

JYonick@glencoveny.gov

Non Subscriber

Name of Person Booking Program

Jacki Yonick

516-671-4600

jyonick@glencoveny.gov

Program

Cost

Schedule Date

Brookville

City of Glen Cove SYEP Youth Center Jacquelyn Yonick

\$600.00

7/5/2023

Program Code

BV-2022-9575

Signature below acknowledges:

1. The scheduled date is not confirmed until this signed form has been received by the OEE office two weeks of booking or receipt of this form.

2. Cancellations (other than for severe weather on day of program) must be made at least 4 weeks prior to the date of the program. Failure to do so will result in a fee of 50% of the cost of the program.

***Please indicate method of payment (Check off as appropriate):

☐ Nassau District Letter of Intent (LOI-CoSer 401) ☒ Purchase Order (Please Attach Copy)
☐ Nassau District one-time billing (Non LOI/Check) ☐ Suffolk District Cross Contract
☐ Non Public: Check/Purchase Order

Please make check payable to: Nassau BOCES

Important Please Note....

1. No Cash!
2. Payment (Check/Purchase Order) are required prior to the schedule date.
3. PTA sponsored programs must be paid by district check.

Business Official/District Approval

Print Name _____ Print Title _____

Authorizing Signature _____ Date _____

Please email completed form to yherrera@nasboces.org
or fax to 516-333-6432

Non-discrimination Statement

Outdoor and Environmental Education • Curriculum, Instruction and Technology

One Merrick Ave., Westbury, NY 11590 • (516) 396-2264 • Fax: (516) 333-6432

[Visit Our Website](#)

[Email Us](#)

**Trip Confirmation - 2022-2023**

Trip Code and Name BV-2022-9575 City of Glen Cove SYEP Youth Center Jacquelyn Yonick

Program Brookville

Links [Directions](#) [Pre Trip](#) [Curriculum](#)**Sponsor**

City of Glen Cove Youth Bureau

128B Glen Street

Glen Cove NY 11542

Jacki Yonick 516-671-4600 jyonick@glencoveny.gov

55447

Trip Date: 7/5/2023 to 7/5/2023 Est. Cost \$600.00

Trip Times 9:00:00 AM to 1:00:00 PM

Participants Attendees 12 Naturalist 1 Number Of Groups 1

Non Subscriber

Things to know, see our frequently asked questions

Frequently Asked Questions - FAQ's

IMPORTANT NOTES: Please review the information found in FAQ link regarding

**Rain Days Procedures **Appropriate Attire **Additional Information, i.e. Lunch, Ticks

PRICING INFORMATION: The price quoted above is based on the original information provided at time of booking. Review your numbers and contact us if there are changes, as this could impact your cost.

BILLING: Nassau Districts will be billed through your district's Letter of Intent unless otherwise indicated. If you are a private school or Suffolk district, please complete the attached Payment Authorization Form.

Cancelation Policy or to Reschedule a Program

In the case that you need to cancel or reschedule please call the office at 516-396-2264 at least two weeks prior to your scheduled date. Please send an email with your name, title, phone number and trip number to cancellationenviroed@nasboces.org before 12p.m. the day before your program is scheduled. In the case of a cancelation, you will receive a confirmation email. *Notifications received after 12:00 p.m. will incur the naturalist fee as their schedules cannot be changed.

Inclement Weather Policy

We run all our programs unless there is a threat of severe weather. In the event of heavy rain and snow, you may reschedule prior to 12 p.m. one day prior to your scheduled program without incurring any fees. For cancellations, please send an email with your name, title, phone number and trip number to cancellationenviroed@nasboces.org before 12p.m. the day before your program is scheduled. You will receive an email confirming your cancelation. *Notifications received after 12:00 p.m. will incur the naturalist fee as their schedules cannot be changed.

Naturalist/Program Evaluation: Please fill out the following evaluation upon completion of the program.

Naturalist/Program Evaluations**Non Discrimination Statement**

6L

AGREEMENT dated as of June 5th 2023 between CITY OF COVE EMERGENCY MEDICAL SERVICES ("CLIENT") and RTR FINANCIAL SERVICES, INC. ("RTR")

1. Services to be Provided by RTR

1.1 RTR is to provide business office collection services on behalf of CLIENT.

1.2 CLIENT may place with RTR the aforementioned delinquent accounts ("Accounts") for collection. In no event is CLIENT obligated to place any Accounts with RTR, nor is RTR required to accept all Accounts placed by CLIENT.

1.3 CLIENT will notify RTR when Accounts are available and RTR shall make appropriate arrangements to have the Accounts delivered to RTR. CLIENT will attempt to deliver files on a monthly basis. RTR must acknowledge in writing on a monthly basis the Accounts referred for collection that month and CLIENT will confirm the referrals and reconcile any discrepancies.

1.4 CLIENT may at any time orally or in writing and for whatever reason withdraw any account from RTR. In that event, all efforts by RTR to collect on such account must cease immediately and all CLIENT documents relating to such account must be turned over to CLIENT immediately.

1.5 RTR will make all efforts at collections of CLIENT Accounts in a manner that complies with the rules, regulations and policies of CLIENT and in compliance with federal, state and local laws, rules and regulations.

1.6 Upon the request of RTR, CLIENT will supply to RTR such other data as may be customarily required in matters of this kind to enable RTR to process these Accounts.

1.7 All fees due RTR will be paid to RTR by the fifteenth day of each and every month, less any credits which may be due CLIENT from RTR.

1.8 Payments on Accounts that are made directly to CLIENT will be recorded. A listing of such payments will be provided in monthly reports to RTR.

2. Fees

2.1 In the event CLIENT elects to place Accounts with RTR, the fee shall be as follows:

Self-Pay Accounts	12.5% of all sums recovered
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2.2 RTR shall submit monthly bills to CLIENT for Accounts that received a data mailer.

3. Patient Information

3.1 Any and all information and material supplied by the client to RTR shall remain the property of the CLIENT. RTR will not make copies of any such information or materials except to the extent necessary to perform its services hereunder. In the event of the termination of this Agreement for any reason or upon the completion by RTR of its services hereunder, all such information and material, including any copies, transcriptions and the like, shall be returned by RTR to the CLIENT immediately.

3.2 RTR, its employees, agents and assigns and any subcontractors and successors shall keep all information it receives from the CLIENT strictly confidential. RTR warrants that it, its employees, agents and assigns will use the information supplied to it by the client only for the purposes set forth in this Agreement. RTR further warrants that its employees, agents and assigns will not provide any other entity with this information and material except to the extent necessary to perform its services hereunder without the express permission of the client.

3.3 RTR on behalf of itself and its officers, directors, employees, agents, independent contractors and assigns, agree to comply with the provisions set forth on the HIPAA Business Associate Addendum executed by the parties and made a part hereof.

4. Duration

4.1 This Agreement will commence as of the date first above written and continue for a period of one year (the Initial Term). This Agreement will automatically renew for successive one-year terms unless terminated in accordance with the terms set forth below.

4.2 This Agreement may be terminated without cause by either party at any time upon thirty (30) days written notice to the other party. In such case, RTR shall be entitled to its fees on all collections subsequent to termination fairly attributable to its efforts.

5. Record Keeping, Inspection, etc.

5.1 RTR shall for a reasonable time after the expiration of this Agreement maintain files and records with respect to the services rendered pursuant to this Agreement.

5.2 Upon termination of this Agreement, RTR will immediately return to CLIENT documents, data and all other materials supplied by CLIENT to RTR hereunder.

5.3 RTR shall keep and maintain such books and records as are necessary to establish to the satisfaction of CLIENT the proper discharge of its obligations hereunder. RTR will permit CLIENT, or anyone designated by CLIENT, to visit RTR and to inspect books of account insofar as the same relate to matters covered hereby, and to make copies and take extracts therefrom, and to discuss RTR's affairs, finances and accounts with its officers with respect to such matters, all at such reasonable times and as often as may be reasonably requested.

6. Applicable Regulations, Indemnification, Insurance.

6.1 RTR will (a) comply with all applicable statutes, rules, regulations, licenses and authorizations of any governmental or public body or authority in connection with the performance and carrying out of any provision hereof or transaction contemplated hereby and (b) obtain all licenses, authorizations and permits (and will pay all fees therefore) necessary to perform and carry out any provision hereof or transaction contemplated hereby.

6.2 RTR assumes no responsibility whatsoever for the legality of and shall bear no obligation or liability pursuant to the terms of any provision of any agreement or understanding that CLIENT has, or may have, with any carrier, entity or individual not a party to this agreement.

6.3 Notwithstanding the foregoing, RTR agrees to indemnify and hold CLIENT, its officers, directors, employees, agents, and independent contractors, harmless from and against any and all claims, loss, liability, actions, cost or damages, judgments, administrative proceedings, lawsuits, or other proceedings caused by the act of omission or commission of RTR, its employees or agents, and for liabilities, costs (including, but not limited to attorneys fees and court costs), arising out of RTR's conduct of its business and its provisions of Services to CLIENT, which indemnity shall survive the termination of this Agreement.

6.4 RTR represents and warrants that it has and shall maintain during the term of this Agreement and any renewal term thereof, general liability insurance in amounts acceptable to CLIENT. RTR shall provide evidence of such coverage prior to the execution of this Agreement and agrees to provide advance notice to CLIENT of any change, modification, reduction, and/or cancellation of such coverage. This provision shall survive termination of this Agreement.

7. Rights, Powers, Remedies Cumulative

Each right, power or remedy of the parties provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law in equity or by statute or otherwise and the exercise or beginning of the exercise by CLIENT of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the parties of any or all such other rights, powers and remedies.

8. Provisions Subject to Applicable Law

All rights, powers and remedies provided herein may be executed only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid or enforceable.

9. Assignment

This Agreement may not be assigned by either party (whether in connection with a merger, consolidation, sale or otherwise) without the written consent thereto of the other party. Notwithstanding whether any consent is obtained, this Agreement shall be binding upon the successors and assigns of the parties hereto.

10. Notices

All notices and other communications hereunder shall be in writing and shall be delivered by first class mail, postage prepaid, addressed (a) if to RTR at:

RTR Financial Services Inc.
2 Teleport Drive, Suite 302
Staten Island, New York 10311
Attn: Robert J. Reilly, Vice President

(b) if to CLIENT at:

City of Glen Cove Emergency Medical Services
9 Glen Street
Glen Cove, New York 11542
Attn: _____

or at such other address as RTR may designate by notice to CLIENT in writing, or such other individual and/or other address as CLIENT may designate by notice to RTR in writing.

11. Miscellaneous

This Agreement embodies the entire agreement and understandings hereto and supersedes all prior agreements and understandings relating to such subject matter. This Agreement may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. This Agreement shall be governed by the laws of the State of New York. The headings in this Agreement are for the purposes of reference only and do not limit or define the meaning hereof.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one instrument.

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

RTR FINANCIAL SERVICES, INC.

CITY OF GLEN COVE EMERGENCY
MEDICAL SERVICES

By: 
Robert J. Reilly
Vice President

By: _____
Name:
Title:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is dated June 5, 2023 (the "Effective Date"), between: City of Glen Cove Emergency Medical Services ("Covered Entity") and RTR Financial Services, Inc. ("Business Associate").

WHEREAS, Business Associate may have access to protected health information in connection with Business Associate's performance of its obligations under the agreement between the parties dated _____ (the "Underlying Agreement"); and

WHEREAS, the parties wish to ensure the confidentiality of protected health information in accordance with applicable law, including, without limitation, HIPAA, the HIPAA Regulations and the HITECH Standards;

NOW, THEREFORE, the parties agree as follows:

1) Definitions

a) "*Breach*" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. "*Breach*" shall not include:

(i) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Covered Entity or Business Associate, as long as such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with Covered Entity or Business Associate and such information is not further acquired, accessed, used, or disclosed by any person; or

(ii) an inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Business Associate or Covered Entity to another similarly situated individual at the same facility, provided that any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed by any person.

b) "*Designated Record Set*" means a group of records maintained by or for a covered entity that is:

(i) The medical records and billing records about individuals maintained by or for a covered health care provider;

(ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(iii) Used, in whole or in part, by or for the covered entity to make decisions about individuals.

For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

c) "*Electronic Protected Health Information*" or "*Electronic PHI*" means Protected Health Information that is transmitted by or maintained in electronic media as defined in the HIPAA Regulations.

d) "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e) "*HIPAA Regulations*" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, as in effect or as amended from time to time.

f) "*HITECH Standards*" means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.

g) "*Security Incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

h) "*Unsecured Protected Health Information*" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance.

Any capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Regulations and/or the HITECH Standards.

2) Obligations and Activities of Business Associate

a) *Use or Disclosure.* Business Associate agrees not to use or further disclose protected health information created or received by Business Associate from or on behalf of Covered Entity ("Protected Health Information" or "PHI") other than as expressly permitted or required by this Agreement or as required by law.

b) *Safeguards.* Business Associate agrees to use appropriate safeguards, consistent with applicable law, to prevent the use or disclosure of PHI other than as provided for by this Agreement. To the extent that Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate agrees to use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Covered Entity's Electronic PHI in accordance with the HIPAA Regulations.

c) *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect caused by a use or disclosure of PHI by Business Associate in violation of this Agreement of which Business Associate becomes aware.

d) *Reporting.* Business Associate agrees to notify Covered Entity if Business Associate has knowledge that PHI has been used or disclosed by Business Associate in a manner that violates this Agreement as set forth in this paragraph. To the extent that Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate agrees to report promptly to Covered Entity any Security Incident, as determined by Business Associate, involving PHI of which Business Associate becomes aware. Business Associate shall, following the discovery of a Breach of Unsecured PHI, notify Covered Entity of such Breach without unreasonable delay and in no event later than sixty (60) calendar days after the discovery. Business Associate shall provide written notification to:

City of Glen Cove Emergency Medical Services
9 Glen Street
Glen Cove, New York 11542
Attn: _____

including the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach, a brief description of what happened with the date of the breach and date of discovery of the breach, a description of the types of Unsecured Protected Health Information involved in the breach, what is being done to investigate the breach, mitigate the effects of the breach and protect from further breaches, how the Business Associate will prevent future breaches from occurring, and what sanctions were imposed on any members of the workforce involved in the breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by Business Associate.

e) *Subcontractors and Agents.* Business Associate agrees to ensure that any subcontractor or agent, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to comply with the restrictions, terms and conditions that apply through this Agreement to Business Associate with respect to such information.

f) *Access.* Upon request by Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity, in the time and manner reasonably designated by Covered Entity, such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity in the time and manner reasonably designated by the parties such that Covered Entity can respond to such individual in accordance with 45 C.F.R. § 164.524. Any denials of access to the Protected Health Information requested shall be the responsibility of Covered Entity.

g) *Amendment.* Upon receipt of a written request by or on behalf of Covered Entity for the amendment of an individual's Protected Health Information or record contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment, in the time and manner reasonably designated by the Covered Entity, and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526.

h) *Audit and Inspection.* Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI, available to the Covered Entity and the Secretary of the United States Department of Health and Human Services and his/her designee (the "Secretary") for the purposes of determining Covered Entity's compliance with the Privacy Rule, in the time and manner designated by the Covered Entity or the Secretary.

i) *Documentation of Disclosure.* Business Associate agrees to comply with the requirements governing documentation of disclosures of PHI and any information related to such disclosures as are imposed upon Covered Entity under 45 C.F.R. § 164.528.

j) *Accounting.* Business Associate agrees to provide to Covered Entity or an Individual information compiled by Business Associate in accordance with Section 2.i. hereof, in the time and manner designated by the parties for a reasonable cost-based fee (under conditions permitted by HIPAA if an individual requests an accounting more than once during a twelve month period).

k) *Compliance with the HITECH Standards.* Notwithstanding any other provision in this Agreement, no later than February 17, 2010, unless a separate effective date is specified by law or this Agreement for a particular requirement (in which case the separate effective date shall be the effective date for that particular requirement), Business Associate shall comply with the HITECH Standards, including, but not limited to: (i) compliance with the requirements regarding minimum necessary under HITECH § 13405(b); (ii) requests for restrictions on use or disclosure to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full consistent with HITECH § 13405(a); (iii) the prohibition of sale of PHI without authorization unless an exception under HITECH § 13405(d) applies; (iv) the prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. § 164.501 unless permitted by this Agreement and Section 13406 of HITECH; (v) the requirements relating to the provision of access to certain information in electronic access under HITECH § 13405(e); (vi) compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §§ 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards) and 164.316 (Policies and Procedures and Documentation Requirements); and (vii) as of the separate compliance date set forth in regulations promulgated under HITECH on this topic, the requirements regarding accounting of certain disclosures of PHI maintained in an Electronic Health Record under HITECH § 13405(c).

l) *Notification.* Business Associate agrees to assume responsibility for all costs associated with notification required by HIPAA or HITECH due to a Breach involving PHI maintained by the Business Associate.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement:

a) *General Use and Disclosure Provisions.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information in connection with its performance of the services under the Underlying Agreement if such use or disclosure of Protected Health Information would not violate HIPAA or the HIPAA Regulations if done by Covered Entity or such use or disclosure is expressly permitted under Section 3.b. ("Specific Use and Disclosure Provisions") of this Agreement.

b) *Specific Use and Disclosure Provisions.*

(i) Except as otherwise limited in this Agreement, Business Associate may use and disclose Protected Health Information for the proper management and administration of the Business Associate or to meet its legal responsibilities; provided, however, that such Protected Health Information may only be disclosed for such purposes only if the disclosures are required by law or the Business Associate obtains certain reasonable assurances from the person to whom the information is disclosed. The required reasonable assurances are that:

(a) the information will remain confidential;

(b) the information will be used or further disclosed only as required by law or for the purpose for which the information was disclosed to the person; and

(c) the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(ii) Business Associate may use and disclose Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

(iii) *Data Aggregation.* Business Associate may use and disclose PHI received by Business Associate in its capacity as a Business Associate of Covered Entity to provide Data Aggregation services relating to the health care operations of Covered Entity, provided that Business Associate notifies Covered Entity in advance of intended Data Aggregation services.

4) Obligations of Covered Entity

a) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or that is not otherwise expressly permitted under this Agreement.

b) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

e) Covered Entity agrees that it will have entered into "Business Associate Agreements" with any third parties (e.g., case managers, brokers or third party administrators) to which Covered Entity directs and authorizes Business Associate to disclose PHI.

5) Term and Termination

a) *Term.* This Agreement shall be effective as of the Effective Date and shall continue unless or until this Agreement is terminated in accordance with the provisions of Sections 5.b. or 6.b. hereof or the Underlying Agreement is terminated.

b) *Termination for Cause.* In the event of a material breach by Business Associate of its obligations hereunder, Covered Entity shall notify Business Associate of such breach and Business Associate shall have thirty (30) days to cure such breach. In the event Business Associate does not cure the breach, or cure is infeasible, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement. If cure of the material breach is infeasible, Covered Entity shall report the violation to the Secretary.

Without limiting the termination rights of the parties pursuant to the Underlying Agreement, upon Business Associate's knowledge of a material breach by Covered Entity of this Agreement, Business Associate shall notify Covered Entity of such breach and Covered Entity shall have thirty (30) days to cure such breach. In the event Covered Entity does not cure the breach, or cure is infeasible, Business Associate shall have the right to immediately terminate this Agreement and the Underlying Agreement. If cure of the material breach is infeasible, Business Associate shall report the violation to the Secretary.

c) *Effect of Termination.* Upon termination of the Underlying Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its subcontractors or agents received from Covered Entity in any form and shall not retain any copies of such PHI, provided, if Business Associate determines, in its sole discretion, that returning or destroying the PHI is not feasible, Business Associate shall comply with the provisions of this Agreement applicable to the uses and disclosures of PHI for so long as Business Associate maintains such PHI.

d)

6) **Miscellaneous**

a) *Regulatory References.* A reference in this Agreement to a section in HIPAA, the HIPAA Regulations or the HITTECH Standards means the section as in effect or as amended from time to time, and for which compliance is required.

b) *Amendment.* Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of Protected Health Information, including, but not limited to, changes under the HIPAA Regulations and the HITTECH Standards. [Business Associate agrees that Covered Entity may amend this Agreement, in its sole discretion, upon thirty (30) days written notice in order to ensure that Covered Entity will be able to comply with such laws and regulations.

c) *Survival.* The respective rights and obligations of Business Associate under Section 5.c. hereof shall survive the termination of this Agreement.

d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITTECH Standards and any other applicable law protecting the privacy, security and confidentiality of PHI. To the extent that any provisions of this Agreement conflict with the provisions of the Underlying Agreement or any other agreement or understanding between the parties, this Agreement shall control.

e) *State Law.* Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI in violation of New York State law.


f) *Injunctions.* Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

g) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, obligations, remedies or liabilities.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

RTR Financial Services, Inc.

City of Glen Cove Emergency Medical Services

By: 
Name: Robert J. Reilly
Title: Vice President

By: _____
Name:
Title:

TOWNE FORD INC
3525-35 SOUTHWESTERN BLVD
ORCHARD PARK, NY 14127-1766
716-662-6500

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): **GLEN COVE CITY OF OFFICE OF SENIOR SERVICES**

Address: **130 GLEN STREET GLEN COVE NY 11542**

Telephone (1): **N/A**

Telephone (2): **516-759-9610**

E-mail: **N/A**

D.L./State I.D.#: **N/A**

Issuing State: **N/A** Exp. Date: **N/A**

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

CUST: G5167599610

Deal Number: 756603

Date: 06/20/2023

County: **N/A**

DOB: **N/A**

YEAR 2022	MAKE FORD	MODEL TRANSIT CONNECT	COLOR Z2 FROZEN WHITE	STOCK NO. WT20833
VIN/SERIAL NO. NM0GE9E28N1524848		ODOMETER READING <input type="checkbox"/> Not Accurate 10	SALESPERSON COURTNEY PEREZ	
THE VEHICLE IS A: <input checked="" type="checkbox"/> NEW VEHICLE <input type="checkbox"/> USED VEHICLE <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> WHOLESALE VEHICLE <input type="checkbox"/> JUNK VEHICLE				
Prior Use Certification (required by Vehicle and Traffic Law, Section 417-a if the principal prior use of the Vehicle was as a police vehicle, taxicab, rental vehicle or driver education vehicle). The principal prior use of the Vehicle was as: a police vehicle <input type="checkbox"/> a taxicab <input type="checkbox"/> a rental vehicle <input type="checkbox"/> or a driver education vehicle <input type="checkbox"/>				
WARRANTY STATEMENT				
Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties.				
NEW VEHICLES SOLD AS-IS: We expressly disclaim all express and implied warranties, including the implied warranties of merchantability and fitness for a particular purpose. The manufacturer's warranty is not affected by this disclaimer of warranties by the Dealership.				
USED VEHICLES: If this motor vehicle is classified as a used motor vehicle, the dealer named above certifies that the entire vehicle is in condition and repair to render, under normal use, satisfactory and adequate service upon the public highway at the time of delivery.				
The dealer named above further certifies that this vehicle complies with the inflatable restraint system requirements found in section 419-a of New York State Vehicle and Traffic Law.				
No express warranty or implied warranty of fitness for any particular purpose or implied warranty of merchantability beyond that set forth above is given by the Dealer, unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from the Dealer or the Dealer enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction.				
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Párrafo 13.				
<input type="checkbox"/> The Vehicle is sold with a Used Vehicle Limited Warranty from the Dealer which is issued with and made part of this form. No other express warranties are made by the Dealer. Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer. The duration of this Limited Warranty is based on the Vehicle's mileage as follows: 36,000 miles or less, the warranty is for 90 days or 4,000 miles, whichever comes first. 36,001 to 79,999 miles, the warranty is for 60 days or 3,000 miles, whichever comes first. 80,000 to 100,000 miles, the warranty is for 30 days or 1,000 miles, whichever comes first.				
<input type="checkbox"/> OTHER:				
X N/A X N/A				
NEW VEHICLES: The remainder of the Manufacturer's Limited Warranty Applies for N/A months or N/A miles, whichever comes first.				
X N/A X N/A				
OPTIONAL PROCESSING FEE				
Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE \$ 175.00				
*THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE (\$175.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE (\$5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES; UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE.				
The annual fee to be assessed by the Department of Motor Vehicles for the cost of the plate will be \$ N/A				
ESTIMATED REGISTRATION AND TITLE CHARGES				
THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE TO THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.				
X N/A X N/A				
TRADE-IN VEHICLE INFORMATION				
Year: N/A	Make: N/A	Model: N/A	Color: N/A	
VIN/Serial No.: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate 2	N/A		
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A			
IF YOU SHOULD BE ENTITLED TO A REFUND UNDER NEW YORK GENERAL BUSINESS LAW, SECTION 198-b, IN CONJUNCTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE DEALERSHIP CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS AGREEMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.				
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS				
<input type="checkbox"/> PLEASE SEE THE DELIVERY CONFIRMATION <input type="checkbox"/> PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL				
Estimated Delivery Date N/A Delivery Location N/A				
The price contained in this contract is the final contract price to which the parties have agreed. No additional fee or charge may be imposed or collected. Please see Paragraph 5 titled "Price Changes".				

NOTICE TO CONSUMER: IF THE VEHICLE IS NOT DELIVERED IN ACCORDANCE WITH THIS AGREEMENT WITHIN THIRTY (30) DAYS AFTER THE ESTIMATED DELIVERY DATE AND THE DELAY IS NOT ATTRIBUTABLE TO YOU, YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT AND TO RECEIVE A FULL REFUND OF YOUR DEPOSIT. Please see Paragraphs 1-18 for more information.

This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement between the parties and no other agreement or understanding of any nature has been made or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by Purchaser(s) and an Authorized Representative of the Dealership.

Purchaser Date **06/20/2023** Accepted by Authorized Dealership Representative Date **06/20/2023**

Purchaser **N/A** Date **06/20/2023 01:20 pm**
DealerCAP **96390*1*FORD-FI** CATALOG #8963224 © 2022 CDK Global, LLC New York (02/22)



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

BUDGET AMENDMENT

6 N

Department: DPW Admin.

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
<u>A1490.42680</u>	<u>Insurance Recovery</u>	<u>3358.74</u>	
		<u>3660.79</u>	
		<u>900.00</u>	
<u>A1490.55999</u>	<u>Ins. Recovery Expense</u>	<u>XXXXXXXXXX</u>	<u>\$7,919.53</u>

Reason for Amendment: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**TO ACCEPT BALANCE OF INSURANCE PROCEEDS
RELATED TO THE GLEN COVE CIVIC SIGN DAMAGES**

Department Head Signature: _____

Date: _____

City Controller Approval: _____

Date: _____

City Council Approval-Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Youth Bureau

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7055-55436	Day Camp Expenses		\$44,000.00
A7050-55411	Travel	\$44,000.00	

Reason for Transfer:

Re-allocate funds to Travel line to cover
summer program bus transportation costs.

Department Head Signature:

Spiro Tsirkas

Digitally signed by Spiro Tsirkas
Date: 2017.11.29 11:39:17 -05'00'

Date: 6/6/23

City Controller Approval:

Date: JUNE 6, 2023

City Council Approval – Resolution Number: _____

Date: _____

Access Agreement

ACCESS AGREEMENT (“Agreement”), dated as of the ____ day of June, 2023, by and between JOCO SIGNS LLC, a New York limited liability company with offices at 5 Schuman Road, Millwood, 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 Glen Cove Baseball & Softball Association, has gifted to the City an electric baseball scoreboard (“Scoreboard”) and its installation by the Contractor, to be installed at the City’s John Maccarone Memorial City Stadium (“City Stadium”) on the Roy Campanella Field (“Access Area”); and

WHEREAS, the City will permit the Contractor to access City Stadium to install the Scoreboard provided the Contractor agrees to the terms and conditions herein set forth; and

WHEREAS, the Contractor is willing to agree to the terms and conditions herein set forth respecting access to City property and the installation of the Scoreboard;

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 at the Access Area with all the necessary equipment and personnel Contractor requires to install the Scoreboard. Contractor shall commence installation of the Scoreboard on or about June 28, 2023. Once the Scoreboard is installed, this Access Agreement shall expire.

2. Upon completion of the installation of the Scoreboard, 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 the same condition that existed prior to the installation.

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, to such property, all of such obligations or liabilities being hereby waived and released to the extent permitted by law.

4. Contractor shall indemnify, defend, and hold harmless the City and its officers, directors, members, partners, employees, agents, affiliates, successors, mortgagees, permitted

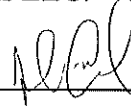
assigns, contractors, and tenants (collectively, "Indemnified Parties") from and against any and all claims suffered or incurred by Contractor or any other Indemnified Parties arising out of or in connection with: (a) any violation of, or failure to comply with, the provisions of this Agreement by Contractor; (b) performance of work associated with the installation of the Scoreboard; 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 any cancellation, expiration, or termination, for any reason, 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.

JoCo Signs LLC.

By:  _____

Print Name: Joshua Cohen

Title: Member

City of Glen Cove

By: _____

Print name: Pamela Panzenbeck

Title: Mayor