

Resolution offered by Mayor Spinello and seconded by _____

**CITY OF GLEN COVE
LOCAL LAW 1- 2016
“BOARD OF APPEALS PROCEDURE”**

A local law to amend Section 280-28, Powers and duties, of the Zoning Code of the City of Glen Cove, to allow for an expeditious procedure for the rendering of decisions of the Board of Zoning Appeals.

BE IT ENACTED by the City Council of the City of Glen Cove as follows:

SECTION 1. Subsection (C)(6) of Section 280-28 of the Code of the City of Glen Cove as last amended by Ordinance on August 24, 2010 is hereby amended as follows:

- (6) Every decision of the Board of Appeals shall be recorded in accordance with standard forms adopted by the Board. Every decision of said Board shall be filed by case number. In each case, the Board of Appeals shall notify the DBD, City Clerk, the Planning Board and the Nassau County Planning Commission of their decision.
 - (a) The Board of Appeals may render its decision in summary format, setting forth the Board=s decision and conditions imposed, if any, without enumerating detailed findings which formed the basis for its determination. Any person aggrieved by a decision of the Board of Appeals may within thirty (30) days after filing of the summary decision in the office of the City Clerk, file a written demand with the City Clerk, demanding that the Board of Appeals adopt and file a long form decision. The City Clerk shall deliver this demand to the Chairman of the Board of Appeals, who shall cause the Board of Appeals to adopt and file a long form decision with the City Clerk. Such long form decision shall fully set forth the circumstances of the case, shall contain a full record of the findings on which the decision is based, and, if such decision is not in accordance with any recommendation of the Planning Board, shall state the reasons therefor. If any aggrieved person seeks judicial review without having requested a long form decision, the Chairman or a member of the Board of Appeals may submit the Board=s findings by affidavit as part of the Board=s court pleadings. The Board may also adopt a long form decision to include with its papers in opposition to the petition.

- (b) The date of filing of the Board of Appeals= decision in summary format with the City Clerk shall be deemed the date of the filing of the Board=s decision for all purposes, except when a timely written demand is made for the long form decision. In those cases, the date of filing of the findings statement with the City Clerk shall be deemed the date of filing of the decision of the Board of Appeals for all purposes, including any action commenced under Article 78 of the New York State Civil Practice Law and Rules.

SECTION 2. Subsection (C)(11) of Section 280-28 of the Code of the City of Glen Cove is hereby amended as follows:

(11) All decisions of the Board of Appeals are subject to court review by certiorari in accordance with §81-c of the General City Law and the time frames of subsection (C)(6) above.

SECTION 3. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstances, directly involved in the controversy in which such judgment or order shall be render.

SECTION 4. This local law shall take effect immediately upon filing with the Secretary of State.

Resolution 6B

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the Mayor is hereby authorized to enter into a contract agreement with PMA Management Corp, a third party administrator for the workers compensation program, in the annual amount specified in said agreement, effective January 1, 2016 through December 31, 2018.

Resolution 6C

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the following claim in full and final settlement:

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Mariah Leal	GC 11-2275	\$10,000

Resolution 6D

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the Ancient Order of Hibernians is hereby authorized to hold their annual St. Patrick’s Day Parade on March 20, 2016 and the closing of Forest Avenue, School Street, Glen Street and Pearsall Avenue.

Resolution 7A

Resolution offered by Mayor Spinello and seconded by _____

WHEREAS, an examination for Police Sergeant was given by the Municipal Civil Service Commission of Glen Cove; and

WHEREAS, an eligible list No. 74590 was established by the Glen Cove Municipal Civil Service Commission; and

WHEREAS, Brian Miller is certified as eligible under list No. 74590 by the Glen Cove Municipal Civil Service Commission;

NOW, THEREFORE, BE IT RESOLVED, that, effective February 24, 2016, Brian Miller is hereby promoted to Police Sergeant with the Police Department with an annual salary of \$163,387.

(PD3120-51101)

Resolution 8A

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that Mark Winkler and Roberta Cerasi are hereby appointed the Board of Assessment Review, effective April 28, 2016 through April 27, 2021.

**AGREEMENT FOR THIRD PARTY
CLAIMS ADMINISTRATIVE SERVICES**

THIS IS AN AGREEMENT, is hereby made this 11th day of December 2015 to the Service Agreement (“Agreement”) effective January 1, 2013 by and between PMA Management Corp. (“PMAMC”) and the City of Glen Cove (“Client”). The parties hereby mutually agree and intend to be legally bound by amending the Agreement as follows:

1. TERM

The term of the Agreement shall be extended for three years, beginning January 1, 2016 until December 31, 2018 (“2016-18 Extension Term”) unless otherwise amended or terminated.

2. FUNDING of CLAIMS and EXPENSES

- a. PMAMC will maintain a non-interest bearing checking account in PMAMC’s name (“Payment Account”) with PMAMC’s bank, which is to be funded by Client but which PMAMC will administer for the purposes of paying Qualified or Takeover Claims and ALAE, in accordance with the procedures set forth in this Section. PMAMC will provide Client with a monthly Payment Register outlining all claims payments, ALAE, and correction items funded by PMAMC. The Payment Register will contain the name of the payee, date of payment, amount of payment, and claim number for all funding transactions occurring during the prior month.
- b. The Payment Account will continue to be funded by Client in an amount which shall be equal to three months estimated claims payments and ALAE and which may be revised at PMAMC’s discretion at any time based upon Client’s actual claims and expense payment history. After the expiration of each calendar month, PMAMC will provide Client with a Payment Register and invoice detailing all payments made for Qualified Claims and ALAE during the prior month. Within 15 calendar days of the receipt of the Payment Register and invoice, Client shall reimburse PMAMC for the total amount of payments made, which reimbursement shall replenish the Payment Account to its required balance. If at any time the Payment Account balance is depleted by 75% or more during the course of any given month, PMAMC shall provide written notice of such depletion to Client, and Client will replenish the balance within two business days of receipt of notice.
 - i. Should Client fail at any time to maintain adequate funding after receiving notification from PMAMC, then PMAMC may suspend all contractual obligations under this Agreement until such funding

has been retained and payment of any related PMAMC bank charges, fees, or penalties have been paid by Client.

- c. In no instance will any payment of claims or expenses be made by PMAMC on behalf of Client, including but not limited to ALAE, unless the required funds are made available by Client to PMAMC to do so. Should PMAMC advance funding on the part of Client, then Client shall immediately reimburse PMAMC or PMAMC may suspend all contractual obligations under this Agreement until full reimbursement has been received as well as any related PMAMC bank charges, fees, or penalties have been paid by Client.
- d. This Section of the Agreement shall survive the termination of the Agreement.

3. PAYMENT of CLAIM HANDLING SERVICE FEES

- a. For claim handling services to be rendered during the 2016-18 Extension Term, Client agrees to pay PMAMC an annual flat fee of \$31,500, to be paid in equal quarterly installments of \$7,875. Client further agrees to pay the initial installment at the inception of this Amendment and subsequent installments quarterly thereafter.
- b. If during the term of this Amendment any individual occurrence results in more than 10 claimants as determined by PMAMC, then the following additional claim handling fees above and beyond the annual flat fee shall apply, commencing with the 11th claim and every claim thereafter for that aforementioned individual occurrence:
 - i. \$750 for each Lost Time Claim
 - ii. \$110 for each Medical Only Claim
- c. PMAMC will bill Client for claim handling services to be rendered on a quarterly basis, and Client will pay such bills within 30 days after receipt. If bills are not paid within 30 days after receipt, commencing at that time, PMAMC reserves the right to charge Client monthly interest of 2% above prime on all overdue payments, as well as to suspend all contractual obligations under this Agreement until such bills and interest have been paid in full.

4. MANAGED CARE FEES

- a. Upon request, PMAMC shall provide Client use of medical case management services, which shall be billed to Client at a rate of \$95.00 per hour.

- b. Upon request, PMAMC shall provide Client use of disability management coordinator services, which shall be billed to Client at a rate of \$95.00 per hour.
- c. Client shall pay a fee of \$8.25 per bill review, plus 29% of the savings resulting from use of PMAMC's Cost Containment Programs.

5. RISK CONTROL SERVICE FEE

- a. During each year of this Amendment, and so long as Client remains current with all payment obligations, PMAMC agrees to provide Client with up to 20 hours of non-refundable, non-transferable risk control hours.
- b. Above and beyond the aforementioned upon request, PMAMC shall provide additional risk control services at a rate of \$125.00 per hour.

6. SECTION 111 REPORTING

PMAMC shall charge and Client shall pay a fee of \$6.00 per claim for any claim PMAMC needs to query pursuant to the Agreement.

All other fees, terms, and conditions of the Agreement shall remain in force and effect for the 2016-18 Extension Term.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

PMA MANAGEMENT CORP.

CITY OF GLEN COVE, NY

BY: _____

BY: _____

TITLE: _____

TITLE: _____