

Resolution 6A

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into an inter-municipal agreement with the Town of North Hempstead to perform data collection, analysis, and Geographic Information Systems (GIS) mapping in support of its Municipal Separate Storm Sewer System (MS4).

Resolution 6B

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**BE IT REOLVED**, that the City Council hereby approve Budget as submitted and reviewed by the City Controller.

(See Attached)

Resolution 6C

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**WHEREAS**, the Purchasing Agent was authorized to advertise for the sale of surplus vehicles; and

**WHEREAS**, International Truck Parts & Equipment Wholesale, Inc., 300 Henry Street, Lindenhurst, New York 11757, submitted the highest bid, and was found to be a responsible bidder in good financial standing; and

**WHEREAS**, it is in the best interest of the City to accept such a high bid;

**NOW, THEREFORE, BE IT RESOVED**, that the Purchasing Agent is hereby authorized to accept the high bid of International Truck Parts & Equipment Wholesale, Inc., 300 Henry Street, Lindenhurst, New York 11757, in the amount of \$7,750.

Resolution 6D

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**WHEREAS**, the Purchasing Agent was authorized to advertise for bids for a Senior Center Bus; and

**WHEREAS**, J.P. Bus & Truck Repair Ltd., d/b/a Bird Bus Sales, submitted the lowest bid; and

**WHEREAS**, it is in the best interest of the City to accept such a high bid; and

**NOW, THEREFOR, BE IT RESOLVED**, that the Purchasing Agent is hereby authorized to accept the low bid of J.P. Bus & Truck Repair, d/b/a Bird Bus Sales, 135 Haven Avenue, Port Washington, New York 11050, in the amount of \$74,301.00, for a Senior Center Bus.

Resolution 6E

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

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

<b>Name</b>	<b>Claim Number</b>	<b>Amount</b>
James Auto Works	16-2560	\$400.00

Resolution 6F

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes Tans Tikkun Alliance of North Shore to hold their annual “Campaign Against Hunger”, a Community Outreach Program, in Pulaski Street Garage, on Sunday, November 6, 2016 from 12:00 p.m. to 3:00 p.m.

Resolution 6H

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes St. Rocco’s Church to host an “Our Lady of Fatima” procession on Thursday, October 13, 2016, at 7:30 p.m. and the closing of Third Street, Wolfle Street and Second Street.

Resolution 6I

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes signs to be erected near Arterial Highway entrances, October 4, 2016 through October 12, 2016, to advertise “Andreas Christopoulos Memorial Scholarship” Doo Wop Fundraiser.

Resolution 7A

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the following persons are hereby appointed as indicated with the Youth Bureau:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective</u>	<u>Budget Line</u>
Christine Mihalescu	Youth Service Worker	\$25.00 per hour	10/1/2016	A7050-51123
Daniella Galiano	Youth Service Worker/Driver	\$9.00 per hour	10/1/2016	51123
Franklyn Mickens	Youth Service Worker/Driver	\$13.00 per hour	9/12/2016	51120

Resolution 7B-1

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**WHEREAS**, an examination for Emergency Medical Technician (Basic) was given by the Municipal Civil Service Commission of Glen Cove; and

**WHEREAS**, a continuous recruitment eligible list was established by the Glen Cove Municipal Civil Service Commission; and

**WHEREAS, Carolina Selena Guastella, David A. Ianelli, Kelly M. Skinner and Mark J. Vitale** are certified as eligible under the continuous recruitment eligible list by the Glen Cove Municipal Civil Service Commission;

**NOW, THEREFORE, BE IT RESOLVED**, that, effective September 28<sup>th</sup>, 2016, **Carolina Selena Guastella, David A. Ianelli, Kelly M. Skinner and Mark J. Vitale** are hereby appointed to part-time Emergency Medical Technician (Basic) with a pay rate of \$17.50 per hour.

Budget Line A4540 -51120

Resolution 7B-2

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that, effective September 28<sup>th</sup>, 2016, Freddie Davis is hereby reinstated to part-time Emergency Medical Technician (Basic) with a pay rate of \$17.50 per hour.

Budget Line A4540 -51120

Resolution 7C

Resolution offered by Mayor Spinello and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that Ryan Porteus is hereby appointed as Lifeguard, with Parks and Recreation, \$10.00 per hour, effective August 1, 2016 through September 5, 2016.

Budget Line CR7140-51120



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

BUDGET TRANSFER FORM

GCF-1 (7/08)

DEPARTMENT: BUDGET YEAR 2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3410-54321	FUEL(Fire Dept)	20,000.00	
A3410-54320	UTILITIES(Fire Dept)		40,000.00
A3410-55449	TELECOMMUNICATIONS(Fire Dept)	20,000.00	
A1490-55416	Telecommunications(DPW)	5000.00	
A1490-55443	Technical Services(DPW)		5000.00
A5110-55416	Telecommunications(DPW)	8500.00	
A5110-54324	Supplies(DPW)		8500.00
A8160-55416	Telecommunications(DPW)	1500.00	
A8160-55420	Repairs and Maintenance(DPW)		1500.00
F8300-54321	Fuel(Water)	7500.00	
F8300-54309	Chemicals(Water)		7500.00

Reason for Transfer:

To fund newly created Telecommunications line. To reallocate funds to appropriate lines

Department Head Signature: on file Date: \_\_\_\_\_

City Controller Approval: [Signature] Date: 9-9-16

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



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

### BUDGET TRANSFER FORM

GCF-1 (7/08)

**DEPARTMENT: Rec/Golf    BUDGET YEAR 2016**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
CR7140-55416	Telecommunications(Rec)	4000.00	
CR7140-55416	Utilities		4000.00
CR7180-55416	Telecommunications(Golf)	5000.00	
CR7180-54320	Utilities		5000.00

**Reason for Transfer:**

To fund newly created Telecommunications line. To reallocate funds to appropriate lines

Department Head Signature: *[Signature]* Date: \_\_\_\_\_

City Controller Approval: *[Signature]* Date: 9.9.16

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



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

**BUDGET TRANSFER FORM**

GCF-1 (7/08)

**DEPARTMENT: Fire Department BUDGET YEAR 2016**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3410-55437	Fire Chief Expense		5000.00
A3410-55428	Inspection Dinner		3000.00
A3410-55420	Repairs and Maintenance	8000.00	

**Reason for Transfer:**  
 Vehicle 5211 needs significant repairs in order to keep it on the road

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Controller Approval: *Majid* Date: 9.19.2016  
 City Council Approval – Resolution Number: \_\_\_\_\_ Date: \_\_\_\_\_

## **INTERMUNICIPAL AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) dated the date this Agreement is entered into on behalf of the Town, is entered into by and between **TOWN OF NORTH HEMPSTEAD** (“Town”) a municipal corporation duly organized and validly existing under the laws of the State of New York with offices located at 220 Plandome Road, Manhasset, New York 11030; and \_\_\_\_\_ (“City”), a municipal corporation duly organized and validly existing under the laws of the State of New York with offices located at \_\_\_\_\_. The Town and the City are hereinafter referred to, jointly, as the “Parties”, and individually, as a “Party”).

### **WITNESSETH:**

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

**WHEREAS**, an essential portion of complying with a municipality’s responsibilities under its State Pollution Discharge Elimination Systems (SPDES) permit for the operation of its Municipal Separate Storm Sewer System (“MS4”) is to complete data collection on, and mapping of, its MS4; and

**WHEREAS**, the New York State Department of Environmental Conservation (“NYSDEC”), through its Water Quality Improvement Program, has awarded a grant (the “Grant”) to the Town to perform data collection, analysis, and Geographic Information Systems (GIS) mapping in support of its MS4 program (the “Grant”); and

**WHEREAS**, the Town, pursuant to a request for proposals, awarded an agreement to Bowne Management Systems, Inc. (the “Contractor”) to perform the activities described in the Grant (the “Services”); and

**WHEREAS**, a portion of the Grant may be allocated to performing the Services for other MS4’s within the adjoining watersheds;

**WHEREAS**, the Town has offered to the City to perform the Services for the City through the Grant using the Contractor; and

**WHEREAS**, by having the Contractor perform the Services on behalf of the City, the City will be completing a portion of their SPDES permit responsibilities, and preparing to meet and responsibilities which may be included by the State in future revisions of the SPDES permit, at no cost to the City; and

**WHEREAS**, the performance of this work would otherwise come at a cost to the City, or the City would be required to pay for it or to secure its own grant funding for the work;



**WHEREAS**, the Parties have determined it to be in their best interests to assure that the Services are completed in a timely manner, and desire to cooperate in the completion of the Services; and

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

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

**1. Designation of Grant Manager.**

The City agrees that the Town shall be the manager and lead representative of the Grant on behalf of the City, and, except as provided in Section 4(a) and 5(b) below, shall expend all funds necessary to be expended under the Grant and be reimbursed solely by NYSDEC for said expenditures. The City also agrees that Town shall be designated “lead agency” for the purposes of the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations with regard to the activities necessitated by the Grant, subject to the City’s compliance with SEQRA’s implementing regulations regarding the designation of a “lead agency.”

**2. Grant Activities.**

In order to assure the timely completion of the Services, the City shall provide such reports, documentation and information to the Town, and shall cooperate with the Town, as may be required by the Town to fulfill its obligations under the Grant and otherwise supervise the completion of the Services. Such cooperation shall include, but not be limited to:

- (a) Providing to the Town all information reasonably requested by the Town, and available in the City’s records, regarding the City’s municipal separate storm sewer system as may be necessary to complete the Services;
- (b) Cooperating with the Contractor with any field work reasonably necessary under the contract with the Contractor within the territorial boundaries or sewer shed of the City;
- (c) When requested in writing, providing materials reasonably necessary for quarterly reporting to NYSDEC in a timely fashion, including but not limited to records of the City’s time that will be used to provide an in-kind match for the grant funds, and narratives describing the Party’s activities during the reporting period;

**3. Term of Agreement.**

The term of this Agreement shall commence upon the final execution of this Agreement by the parties hereto and shall expire upon the earlier of (i) five (5) years after such final execution or

(ii) completion of the Services and final reporting to NYSDEC on activities relative to the Grant, unless sooner terminated in accordance with this Agreement. However, the term of the Agreement may be extended by written agreement of the parties.

#### **4. Costs; Employees.**

(a) Each Party shall be responsible for its own costs incurred in performing the activities described in this Agreement. The City, in furtherance of the provisions of Section 2 above, shall provide the Town with documentation evidencing in-kind matching costs which shall not exceed 33% of the cost to perform the work for the City, or Five Thousand, Five Hundred and 00/100 Dollars (\$5500.00) of staff time, in the format required by the Grant, and incurred by the City upon the Town's request.

(b) The City's employees whose services shall be utilized to implement the terms of this Agreement shall for all purposes remain the employees of the City and shall not be considered employees or agents of any other party. All employees participating in implementing the terms of this Agreement shall for all purposes remain the employees of the Party by which they were employed. In all cases, each Party shall ensure that each employee employed by such Party is covered by worker's compensation insurance for all activities to be performed pursuant to this Agreement and other applicable insurance as may be required by law. All costs incurred by the City in undertaking the activities described in this Agreement shall be borne by the City and are not subject to reimbursement by the Town or NYSDEC.

#### **5. Termination.**

(a) Any party to this Agreement may terminate their participation in this Agreement upon thirty (30) days' notice to the other Party specifying the date upon which termination is to take effect. Notice of termination shall be sent to the other Party by certified mail, return receipt requested at the addresses stated at the top of this Agreement.

(b) The City acknowledges that the Town, as grant manager, may expend funds in furtherance of the tasks described in this Agreement under the assumption that those funds will be reimbursed to the Town by NYSDEC under the Grant. The City agrees that if the City's termination of this Agreement causes certain amounts expended by the Town to lose eligibility for reimbursement by NYSDEC, the City shall reimburse the Town for such proportional amounts as have become ineligible for reimbursement by reason of such termination, within ten (10) days of the City's receipt of a notice from the Town. The provisions of this Paragraph 4 shall survive termination of this Agreement

#### **6. Indemnification, Hold Harmless, Defense, Cooperation.**

(a) To the fullest extent permitted by law, each Party (the "Indemnitor"):

(i) shall be solely responsible for and shall indemnify and hold harmless the other Party, and their officers, employees, agents, and servants (collectively, the

“Indemnitees”), from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements), and damages (collectively, “Losses”) arising out of the negligence or willful misconduct of the Indemnitor in connection with the grant activities set forth in paragraph (2) of this Agreement, provided, however, that the City shall not be liable for any Losses that do not related specifically to negligence and willful misconduct that does not relate specifically to the City and that nothing hereunder shall obligate the Indemnitor to indemnify or hold harmless the Indemnitees from or against any losses arising from the negligence or willful misconduct of the Indemnitees.

- (ii) shall, if required to provide indemnification to the Indemnitee in (6)(a)(i) upon the Indemnitee’s demand and at the Indemnitee’s direction, promptly and diligently defend, at the Indemnitor’s sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnitees and which arise out of or in connection with Section (6)(a)(i) of this Agreement, and, if found liable for the same, the Indemnitor shall pay and satisfy any judgment, decree, loss, or settlement that constitutes a loss in connection therewith.
- (iii) Shall cause any employee, servant, agent, or independent contractor of the Indemnitor, to cooperate with the Indemnitees in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with Section (6)(a)(i) of this Agreement.

- (b) The obligations of the Parties pursuant to Section 6(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

## **7. Insurance.**

The Parties agree to procure and maintain, with a State admitted carrier holding an “A” rating from AM Best Company or equivalent, the following insurance policies during the term of this Agreement:

- (i) Commercial General Liability insurance from a New York State admitted carrier covering the liability of such Party, including Contractual insurance with a combined single limit (bodily injury/property damage) of Two Million (\$2,000,000.00) Dollars. Each Party shall be named as an additional insured in such policy.
- (ii) Worker's Compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers Compensation Board pursuant to the State Workers’ Compensation Law §57(2).
- (iii) Disability Benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers Compensation Board pursuant to State Workers Compensation Law 220(2).

At the time of execution of this Agreement, each Party shall furnish the other Party with certificates of insurance evidencing the required coverages set forth in Sections 7(i) and (ii), or such other coverages as may be approved by the Town Attorney (the “Certificates”) and policy endorsements with respect to any policy in which any other party is named or required to be named as an additional insured. The Certificates, and other proof of insurance provided pursuant to Sections 6 (iii) and (iv) hereof shall reflect that the policies shall not be changed or cancelled unless thirty (30) days prior written notice is given to the Parties by registered or certified mail.

**8. Compliance with Law.**

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

**9. Consent to Jurisdiction and Venue; Governing Law**

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York, and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of the State of New York, regardless of any principles of conflict of laws.

**10. Legal Provisions Deemed Included; Severability; Construction**

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

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

(c) Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either Party as drafter.

**11. Executory Clause.**

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Parties shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required approvals have been obtained, including, if required, approval by each Party's respective governing boards, and (ii) this Agreement has been executed by the chief executive of each Party, or such chief executive's duly-designated deputy.

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

**12. Execution in Counterparts.**

This Agreement may be executed in counterparts, and a compilation of such counterparts shall be deemed to be an original agreement. The Town shall provide the City with a copy of the Agreement as fully executed.

**13. Execution; Delivery; Additional Termination.**

Notwithstanding any other provision in this Agreement to the contrary, this Agreement shall not be effective until the Town has provided the City with a copy of the fully executed Agreement. In addition, notwithstanding any other provision in this Agreement to the contrary, this Agreement shall terminate and be of no further force and effect in the event that NYSDEC determines that less than a sufficient number of intermunicipal agreements with incorporated Cities have been executed in order to proceed with the Grant.

**14. Entire Agreement.**

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

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

**TOWN OF NORTH HEMPSTEAD**

By: \_\_\_\_\_  
Judi Bosworth, Supervisor

**(CITY)**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Elizabeth D. Botwin, Town Attorney

\_\_\_\_\_  
Comptroller or Deputy Comptroller

\_\_\_\_\_  
Erin Reilley, Chief Sustainability Officer

