

Resolution offered by Mayor Spinello and seconded by _____

**CITY OF GLEN COVE LOCAL LAW 02 - 2016
AMENDING Article I SECTION C2-2 OF THE
GLEN COVE CITY CHARTER CONCERNING
HOURS OF OPERATION FOR CITY OFFICES:**

Section 1: Legislative Intent and Purpose.

To amend Section C2-2 of the Glen Cove City Charter as it relates to the hours of operation of City Government.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c) (1).

Section 3: Legislation:

BE IT ENACTED, by the City Council as follows:

Glen Cove City Charter Section C2-2(A) and C2-2(B) is hereby amended to read as follows:

§ Article I Section C2-2 Office Hours for City Offices.

- A. Each city office shall be open Monday through Friday from 9:00 a.m. until 5:00 p.m. each weekday except holidays.
- B. Whenever the last day in which any paper shall be filed or act done or performed falls on any Saturday, Sunday, or holidays, which said offices are closed, as herein proclaimed, the time therefore is hereby extended to and including the next business day.

Section 4: Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that

it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent

Section 5: Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution 6B

Resolution offered by Mayor Spinello and seconded by _____

**CITY OF GLEN COVE LOCAL LAW 03 - 2016
AMENDING SECTION C2-3(B) OF THE GLEN COVE CITY CHARTER:**

Section 1: Legislative Intent and Purpose.

To amend Section C2-3(B) of the Glen Cove City Charter as it relates to the legislative acts and attendance of the Mayor and City Council.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c)(1).

Section 3: Legislation:

BE IT ENACTED, by the City Council as follows:

Glen Cove City Charter C2-3 (B) is hereby amended to read as follows:

B. All legislative acts of the City Council shall be by local law, ordinance or resolution, and on the passage of every local law, ordinance or resolution the yeas and nays of the members shall be taken and entered in full in the *City Council Minutes*. The Mayor and Council members shall, when *physically* present, vote on all questions and the votes of four shall be necessary to pass any measure unless otherwise provided in this Charter. Four members shall constitute a quorum, but a less number may adjourn.

Section 4: Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent

Section 5: Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution 6C

Resolution offered by Mayor Spinello and seconded by _____

**CITY OF GLEN COVE LOCAL LAW 04 - 2016
AMENDING SECTION C2-4 OF THE GLEN COVE CITY CHARTER:**

Section 1: Legislative Intent and Purpose.

To amend Section C2-4 (A), Section C2-4 (D) and Section C2-4 (F) of the Glen Cove City Charter as it relates to the duties and powers of the Mayor.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c) (1).

Section 3: Legislation:

BE IT ENACTED, by the City Council as follows:

Glen Cove City Charter C2-4 (A) is hereby amended to read as follows:

- A. The Mayor shall be the chief executive officer of the city. The Mayor, with the consent of four members of the City Council, shall appoint the heads of

departments, all commissioners and all other officers and employees not elected by the people except as otherwise provided by law or by this Charter.

Glen Cove City Charter C2-4 (D) and (F) is hereby amended to read as follows:

D. The Mayor shall preside at all City Council meetings, may take part in the discussions and other actions of the City Council, may vote on all matters, except as otherwise provided in this Charter. *The Mayor shall designate a City Council Member to preside at a Council Meeting in his or her absence.*

F. The Mayor shall, subject to the approval of four members of the City Council, excluding the Mayor, by resolution, negotiate, sell city-owned property, and grant leases, concessions, licenses and permits for the use of all city land, structures, facilities and appurtenances. Notwithstanding the provisions of Subdivision 2b of § 23 of the General City Law, or any special act, local law or charter, real property belonging to the city which is not needed for public purpose may be leased and may be sold at public or private sale. Notwithstanding the provisions of Subdivision 2-a of § 20 of the General City Law, or any special act, local law or charter, real property belonging to the city which is not needed for public purpose may be leased for a period not to exceed thirty (30) years.

Section 4: Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent

Section 5: Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution offered by Mayor Spinello and seconded by _____

**CITY OF GLEN COVE LOCAL LAW 05 - 2016
AMENDING SECTION C2-5 OF THE GLEN COVE CITY CHARTER:**

Section 1: Legislative Intent and Purpose.

To amend Glen Cove Charter Section C2-5 (A) and C2-5(c) and to add a new subdivision D of Section C2-5 of the Glen Cove City Charter as it relates to the General Powers of the Mayor.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c)(1).

Section 3: Legislation:

BE IT ENACTED, by the City Council as follows:

Glen Cove City Charter C2-5 (A) is hereby amended to read as follows:

- A. The Mayor shall, subject to this Charter, exercise supervision over all agencies and over all public utilities of the city. The Mayor shall, in the name of the city, execute all instruments requiring assent of the city. *The Mayor shall have such powers and perform such other duties as specified by law or by this charter.*

Glen Cove City Charter C2-5 (C) is hereby amended to read as follows:

- C. The Mayor shall, with the consent of the City Council, except as otherwise provided by law, appoint the members of the Zoning Board of Appeals, pursuant to §81 of the General City Law; the Housing Authority, pursuant to §30 of the Public Housing Law; the Planning Board, pursuant to § 27 of the General City Law; the Recreation Commission, pursuant to § 243 of the General Municipal Law; and the members of any other commission, agency or board of the city. Persons appointed to the various boards and commissions which serve the city

must be residents of the City of Glen Cove. If a vacancy is not filled within 60 days of its occurrence, the City Council shall have the power to fill such vacancy by a vote of four of its members.

Glen Cove City Charter C2-5 is hereby amended by adding a new subdivision (D) to read as follows:

D. The Mayor shall propose the creation, continuance or abolishment of such departments and divisions not otherwise called for in this Charter, as deemed necessary and in the best interest of the City, by designation in or omission from the budget, whethe by original proposal of or amendment thereto, and shall determine and provide for the staffing necessary to accomplish the purpose of such departments or divisions.

Section 4: Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent

Section 5: Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution 6E

Resolution offered by Mayor Spinello and seconded by _____

**CITY OF GLEN COVE LOCAL LAW 06 - 2016
AMENDING SECTION C2-9 OF THE GLEN COVE CITY CHARTER:**

Section 1: Legislative Intent and Purpose.

To amend Section C2-9 (C), C2-9(D), C2-9(E) C2-9(F), C2-9(G), C2-9(H), C2-9(J), and to add a new subdivision J and subdivision K of Section C2-9 of the Glen Cove City Charter as it relates to the Department of Finance.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c)(1).

Section 3: Legislation:

BE IT ENACTED, by the City Council as follows:

Glen Cove City Charter C2-9(C) is hereby amended to read as follows:

- C. To collect taxes, assessments, water *rents*, sewer rents, rents and all other moneys due to the city except that payments made to other offices, agencies, boards or commissions shall be turned over to the Controller monthly or at such other intervals as provided by law or ordinance.

Glen Cove City Charter C2-9(D) is hereby amended to read as follows:

- D. To act as city auditor. *Audit all bills, claims and demands for payment against the city and perform any other internal audit necessary to protect the integrity of the internal controls of the city.*

Glen Cove City Charter C2-9(E) is hereby amended to read as follows:

- E. To make *monthly* written reports at regular meetings of the City Council *of the receipts, disbursements and cash balances of the city accounts* and any special reports upon the request of any members

Glen Cove City Charter C2-9(F) is hereby amended to read as follows:

- F. To disburse the city funds *upon receipt of a signed Warrant.*

Glen Cove City Charter C2-9(G) is hereby amended to read as follows:

G. To assist the Mayor in the preparation of the city budget *and exercise financial budgetary control over such budget.*

Glen Cove City Charter C2-9(H) is hereby amended to read as follows:

H. Maintain a general accounting system that provides for financial budgetary information for the separate accounts of appropriation and estimated revenues.

Glen Cove City Charter C2-9 is hereby amended by adding a new subdivision (J) and (K) to read as follows:

J. Make all arrangements for the issuance of city bonds and notes as authorized by the City Council

K. Maintain a central payroll system.

Section 4: Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent

Section 5: Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution offered by Mayor Spinello and seconded by _____

**CITY OF GLEN COVE LOCAL LAW 07 - 2016
AMENDING SECTION C2-10 OF THE GLEN COVE CITY CHARTER:**

Section 1: Legislative Intent and Purpose.

To amend Section C2-10(A), C2-10(A) (1), C2-10(A)(11), C2-10(B) and to repeal C2-10(A)(12), C2-10(A)(13) of the Glen Cove City Charter as it relates to the Duties of the City Purchasing Agent.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c)(1).

Section 3: Legislation:

BE IT ENACTED, by the City Council as follows:

Glen Cove City Charter C2-10(A) is hereby amended to read as follows:

- A. Within the Department of Finance there shall be a City Purchasing Agent, who shall be appointed *from an eligible Civil Service list* by the Mayor with the consent of the City Council. The City Purchasing Agent shall.

Glen Cove City Charter C2-10(A)(1) is hereby amended to read as follows:

1. Procure all supplies, materials, equipment and contractual services required by any department, office, board or commission of the city, pursuant to such rules and regulations as may be established by the City Council. All purchases made and contracts executed by the Purchasing Agent shall be pursuant to a signed requisition from the head of the department, office, board or commission whose appropriation is to be charged. All purchases shall be made in accordance with the provisions of the General Municipal Law, the City of Glen Cove's Purchasing Policy, and any other state or local legislation.

Glen Cove City Charter C2-10(A)(11) is hereby amended to read as follows:

11. *Solicit by public bid or request for proposal and recommend for award by the City Council contracts for to vendors that have met the required specifications and will provide the best value to the city.*

Glen Cove City Charter C2-10(A) (12) is hereby repealed;

Glen Cove City Charter C2-10(A) (13) is hereby repealed;

Glen Cove City Charter C2-10(B) is hereby amended to read as follows:

B) Competitive bidding is required in all situations where so designated under the provisions of the General Municipal Law, *including the "best value" provision, (GML Sec. 103)*, and in all other situations where required by the City Council.

Section 4: Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent

Section 5: Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution 6G

Resolution offered by Mayor Spinello and seconded by _____

CITY OF GLEN COVE LOCAL LAW 08 - 2016 AMENDING SECTION C2-11 OF THE GLEN COVE CITY CHARTER:

Section 1: Legislative Intent and Purpose.

To amend Section C2-11(C)(3)(c) and Section C2-11(C)(3)(d), of the Glen Cove City Charter as it relates to the Department of Public Works.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c) (1).

Section 3: Legislation:

BE IT ENACTED, by the City Council as follows:

Glen Cove City Charter C2-11(C) (3) (c) is hereby amended to read as follows:

- c. Division of Sanitation and Recycling;

Glen Cove City Charter C2-11(C)(3)(d) is hereby amended to read as follows:

- d. Division of Maintenance

Section 4: Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent

Section 5: Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution 6H

Resolution offered by Mayor Spinello and seconded by _____

**AMENDING SECTION C2-15 OF THE
GLEN COVE CITY CHARTER CONCERNING
THE DUTIES OF THE BUILDING DEPARTMENT ADMINISTRATOR**

Section 1: Legislative Intent and Purpose.

To amend Section C2-15(C) (b) of the Glen Cove City Charter as it relates to the Duties of the Building Department Administrator.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c) (1).

Section 3: Legislation:

BE IT ENACTED, by the City Council as follows:

Glen Cove City Charter Section C2-15(C)(b) is hereby amended to read as follows:

- b) Serve as advisor to the local Planning Board, Board of *Zoning* Board of Appeals, Examining Board of Plumbers and Urban Renewal agencies;

Section 4: Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent

Section 5: Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution offered by Mayor Spinello and seconded by _____

**CITY OF GLEN COVE LOCAL LAW 10 - 2016
AMENDING SECTION C2-17 OF THE
GLEN COVE CITY CHARTER CONCERNING
BOARDS, COMMISSIONS AND AGENCIES**

Section 1: Legislative Intent and Purpose.

To amend Section C2-17(A) and Section C2-17 (B) of the Glen Cove City Charter as it relates to boards, commissions and agencies.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c)(1).

Section 3: Legislation:

BE IT ENACTED, by the City Council as follows:

Glen Cove City Charter Section C2-17(A) and Section C2-17 (B) is hereby amended to read as follows:

- A. There is hereby continued the Youth Council, the Recreation Commission, the Board of Ethics, the Grievance Board, the Examining Board of Plumbers, the Planning Board, the Commission for Conservation of the Environment, the Commission on Architecture and Urban Design, the *Zoning* Board of Appeals, the Senior Citizens Advisory Council, the Harbor and Waterfront Development and Conservation Commission, and the Municipal Golf Course Commission.
- B. The City Council may from time to time *abolish or* establish such other boards, commissions and agencies as provided in this Charter and any general or special law.

Section 4: Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application

thereof to other persons or circumstances, and the City of Glen Cove hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent

Section 5: Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution 6J

Resolution offered by Mayor Spinello and seconded by _____

**CITY OF GLEN COVE LOCAL LAW 11 - 2016
ADDING SECTION C2-21 OF THE GLEN COVE CITY CHARTER:**

Section 1: Legislative Intent and Purpose.

To create a new section C2-21 of the Glen Cove City Charter as it relates to the General Powers of the City Attorney.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c)(1).

Section 3: Legislation:

BE IT ENACTED, by the City Council as follows:

A new Section C2-21 is hereby added to the Glen Cove City Charter and shall read as follows:

§C2-21. City Attorney; deputies.

There shall be a City Attorney and such deputies as authorized by the City Council who shall be appointed by the City Council at salaries to be fixed by the City Council. The City Attorney shall be and act as the attorney and counsel for the City Council, the Mayor, and all departments, officers, boards, commissions and agencies of the city. He or she shall upon request, furnish them with a written opinion on any

question of law involving their respective powers and duties. He or she shall appear for and protect the rights of the city in all actions, suits or proceedings brought by or against it or any department, officer, board, commission or agency. He or she shall have power with the approval of the City Council, to appeal from orders, decisions or judgments in such cases, and to compromise and settle any claims by or against the city. The City Attorney shall prepare all local laws, ordinances, resolutions, contracts, deeds and other instruments for the city except in such instances where special counsel has been retained to perform such duties and as otherwise provided by the local finance law. Before the execution of any contract other than those prepared by special counsel, he or she shall endorse on each his or her approval of the form and correctness thereof. He or she shall, at the expiration of his or her term of office, deliver personally to his or her successor all records and files pertaining to the office, and the record or register of all suits or proceedings in which the city or any of its officers, departments, boards, commissions or agencies may be a party and all the papers pertaining to such suits or proceedings. The City Council may designate which of the above duties of the City Attorney are to be performed by the respective deputy city attorneys.

Section 4: Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent

Section 5: Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution offered by Mayor Spinello and seconded by _____

LOCAL LAW 12 - 2016
A LOCAL LAW AMENDING VARIOUS SECTIONS AND ARTICLES OF THE
GLEN COVE CITY CHARTER

Section 1: Legislative Intent and Purpose.

To amend various sections and Articles of the Glen Cove City Charter as it relates to Finances, Courts, Legal Matters and the Police Department. The City Council believes that after comprehensive review of the Glen Cove City Charter should be amended to reflect and adopt the recommendations of the Glen Cove City Council and the Charter Review Commission.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c) (1).

Section 3: Legislation:

BE IT ENACTED as follows:

The City Council hereby makes the following amendments to the Glen Cove City Charter:

(Underlined text is to be added and struck through text is to be deleted)

§ C3-2. Expenditures not to exceed appropriations; limitation.

B. Notwithstanding the provisions of the New York State Constitution, Article VIII, Section 10, the amount to be raised by tax on real estate in any fiscal year, in addition to providing for the interest on and the principal of all indebtedness, shall not exceed an amount equal to 1.75% of the five-year average full valuation of taxable real estate in the city, less the amount to be raised by tax on real estate in such year for the payment of the interest on and redemption of certificates or other evidence of indebtedness described in paragraphs A and D of Section 5 of Article VIII of the New York State Constitution, or renewals thereof.

D. Contracts for public ~~lighting and public water~~ utilities shall not be made for a longer period than five years

§ C3-3. ~~Contracts exceeding \$20,000 ; bidding required; emergency repairs for the acquisition of goods and services.~~

A. The purchase of all goods and services for the City shall be executed in accordance with the provisions of the General Municipal Law and the City of Glen

~~Cove's Purchasing Policy. No contract for public works exceeding \$20,000 shall be made without a published notice inviting bids according to plans and specifications on file in the office of the department having the matter in charge. All bids shall be accompanied by the names of two sureties or a surety company. All such contracts shall be let to the lowest responsible bidder who furnishes a satisfactory surety bond, unless all bids are rejected.~~

§C3-4. Transfers of surplus funds.

~~The City Council may transfer the surplus not needed in any other fund excepting the funds for library purposes, which may not be transferred.~~

§C3-5. Deposits of city funds.

~~The funds of the city shall be deposited in the local a commercial bank. Such depositories shall secure said deposits in excess of FDIC limits by furnishing satisfactory corporate surety bonds, or by pledging with the city approved bonds, or securities therefor, for which the receipt of the Controller shall be given sufficient collateral in accordance with the provisions of General Municipal Law.~~

§C3-6. Payment of claims against city; itemizing, approval, audit required.

A. No demand against the city for money shall be paid, unless itemized in writing. Invoices or other written demands may be paid only when validated by at least two signatures. One signature shall be that of the City Controller upon audit of such invoice or demand for payment ~~Purchasing Agent or other applicable officer who shall indicate the receipt of material and/or services in good order.~~ The second signature shall be that of the department head to whom the material and/or services are furnished. The department head's signature shall indicate that the expenditure was properly authorized and in keeping with approved procedure, and that the material or service has been received.

B. For the purposes of this section, a department head shall be any person reporting directly to the Mayor. All approved demands shall be submitted to the Controller for audit, review and payment as shall be directed by the Controller. ~~This procedure shall not apply to money for library purposes, which shall be paid according to the provisions of § C6-5 of this Charter.~~

Article IV. Courts and Legal Matters

§ C4-1. City Attorney; deputies.

~~There shall be a City Attorney and such deputies as authorized by the City Council who shall be appointed by the City Council at salaries to be fixed by the City Council. The City Attorney shall be and act as the attorney and counsel for the City Council, the Mayor, and all departments, officers, boards, commissions and agencies of the city. He or~~

~~she shall upon request, furnish them with a written opinion on any question of law involving their respective powers and duties.~~

~~He or she shall appear for and protect the rights of the city in all actions, suits or proceedings brought by or against it or any department, officer, board, commission or agency. He or she shall have power with the approval of the City Council, to appeal from orders, decisions or judgments in such cases, and to compromise and settle any claims by or against the city. The City Attorney shall prepare all local laws, ordinances, resolutions, contracts, deeds and other instruments for the city except in such instances where special counsel has been retained to perform such duties and as otherwise provided by the local finance law. Before the execution of any contract other than those prepared by special counsel, he or she shall endorse on each his or her approval of the form and correctness thereof. He or she shall, at the expiration of his or her term of office, deliver personally to his or her successor all records and files pertaining to the office, and the record or register of all suits or proceedings in which the city or any of its officers, departments, boards, commissions or agencies may be a party and all the papers pertaining to such suits or proceedings. The City Council may designate which of the above duties of the City Attorney are to be performed by the respective deputy city attorneys.~~

§ C4-2. City Court established, organized; selection, powers, duties of City Judge, City Marshal.

A. A court of civil and criminal jurisdiction known as the "City Court of the City of Glen Cove," with a City Judge, is established in and for the city, with the same jurisdiction and powers, and with the same procedures, including appeals therefrom, as set forth under the provisions of the Uniform City Court Act of the State of New York, except that the civil jurisdiction shall be limited to and including \$5,000 in accordance with the Uniform Court Act. The court shall have the power to send its process and other mandates in an action or special proceeding of which it has jurisdiction to any part of the county, and without the county where empowered, under the Uniform City Court Act of the State of New York, for service or execution and to enforce obedience thereto.

B. The City Judge shall possess all the powers and perform the duties of judges of cities, except where inconsistent with the Uniform City Court Act of the State of New York.

C. The City Judge shall be elected as provided in this Charter, shall hold office for a term of six years and shall receive a salary to be determined by the New York State Office of Court Administration. Should a vacancy occur in the office of elected City Judge, the Mayor, with the approval of the City Council, shall appoint a person with the same qualifications to fill said vacancy who shall hold office until the election and qualification of a person to be nominated and elected at the next municipal election. The elected City Judge shall also serve as the Supervising Judge of the City Court.

~~———— E. The City Judge shall appoint a Chief Clerk, Deputy Clerk, Assistant Deputy Clerk, Traffic Bureau Clerk and such personnel as may be necessary, at a compensation~~

~~to be fixed by the New York State Office of Court Administration. The Chief Clerk and Deputy Clerk shall have the power to issue summonses, subpoenas, executions, transcriptions to administer oaths and take acknowledgments, to take depositions and informations and to issue warrants thereon, adjourn proceedings and act as official court stenographer and the minutes of such stenographer shall be the official minutes of the court and all proceedings. Notwithstanding the provisions of the Criminal Procedure Law or the provisions of any general or special act, the Chief Clerk or Deputy Clerk of the City Court of Glen Cove shall have the power to issue subpoenas in criminal cases, to sign and make executions, commitments to jail and other penal institutions, orders of discharge and certificates of conviction and to certify and sign copies thereof for the execution of any judgment rendered in said Court.~~

E.F. ~~The City Judge~~ City Council shall appoint City Marshal(s) at a compensation to be fixed by the ~~New York State Office of Court Administration~~ City Council, who shall have the same powers and duties and shall be subject to the same liabilities as sheriffs in courts of record and shall have within their territorial jurisdiction and subject to any limitations imposed by the Uniform City Court Act of the State of New York or by other provision of law, such power to serve and execute the process and mandates of the court as sheriff has with regard to the process and mandates of the Supreme Court. Marshal(s) shall, before entering upon the discharge of their duties, file with the City Court of the City of Glen Cove a bond in the form required of sheriffs of the county

FG. ~~The court shall be open on each business day from 9:00 a.m. until 5:00 p.m. and in addition thereto at such times as may be required by the Administrative Board of Judges of the Judicial Conference of the State of New York.~~ The same fees shall be charged as provided for in the Uniform City Court Act and under the Civil Practice Laws and Rules. The person against whom costs are awarded shall be entitled to the disbursements and fees as set forth in the Uniform City Court Act.

GH. An Associate City Judge shall be appointed by the Mayor with the approval of the City Council, which person shall have the same qualifications as the elected City Judge to act in his or her temporary absence or disqualification or to hold a separate part of said Court for the disposition of such business as the City Judge may from time to time assign to him or her, and the said City Judge and Associate City Judge may hold their courts at the same time and in separate quarters with the same jurisdiction. The person so designated shall receive a salary as designated by the New York State Office of Court Administration. The Associate City Judge shall hold office for a term of six years.

I. ~~Should vacancy occur in the office of elected City Judge, the Mayor, with the approval of the City Council, shall appoint a person with the same qualifications to fill said vacancy who shall hold office until the election and qualification of a person to be nominated and elected at the next municipal election.~~

J. ~~The term of office of the City Judge shall be six years.~~

§ C5-1. Police force: organized, powers

A. Ranks and grades; distribution.

(2) Notwithstanding the foregoing, ~~the present~~ any personnel holding ranks or grades that do not conform to C5-1.A.(1) shall continue until reduced by normal attrition.

C. Members of the police force shall possess all the powers of a police officer as established in the New York State Criminal Procedure Law, except for the service of civil process.

§ C5-2. Special duty: appointment of Police force; auxiliary police: payment

A. There shall be within the Police Department, an Auxiliary Police Department whose members are proposed by the Chief of Police or his designee, subject to approval by the City Council. Said Auxiliary Police Department shall be supervised by the Chief of Police or his designee, and shall be staffed with volunteers and part-time employees holding no police powers. It shall be the duty of the Auxiliary Police to assist with traffic control, special events, and security.

B. There shall be within the Police Department a Division of Crossing Guards whose members are proposed by the Chief of Police or his designee, subject to approval by the City Council. Said Division of Crossing Guards shall be supervised by the Chief of Police or his designee, and shall be staffed with part-time employees holding no police powers. It shall be the duty of the Division of Crossing Guards to assist with traffic control and pedestrian safety at school crossings, church crossings, camp crossings, and other special events.

C. On the application of a corporation or person showing the necessity therefore, the Chief of Police may detail a regular member of the police force, or appoint and swear any additional number of auxiliary police for the special duty within the city, for which service the applicant ~~shall pay~~ may be charged by the City of Glen Cove, such sum as will reimburse the city for all costs and expenses. The auxiliary police so appointed shall be subject to the rules and directions of the police force.

§ C8-6. Encroachments, nuisance: care of walks, curbs, gutters; sewage disposal

B. The Department of Public Works may also require through an order approved by the Mayor, the owner or occupant of any property to ~~lay, relay or repair the sidewalks, curbs and gutters, and~~ remove the snow and ice from the sidewalks and gutters in front of such property and sand the sidewalks.

§ C9-4. Completion of roll; equalization.

On or before the first day of August, the Assessor shall revise and complete the roll according to the determination of the Board of Assessment Review. ~~Upon completion~~

and certification of the roll by the Assessor, the original roll shall be filed in the office of the Board of Education of the City School District and on or before the first day in October in the Office of the Clerk of the Nassau County Legislature.

§ C9-7. Collection of taxes: due date designated

~~D. One half of the state and county taxes shall be payable to the County Treasurer at the times and in the manner provided in the Tax Law, and the remaining 1/2 on or before August 1. The taxes for the County of Nassau shall be payable to the County Treasurer at the times and in the manner provided in the Tax Law of the County of Nassau.~~

§ C9-8. Tax penalties and discounts

B. The second half of the tax may be paid when the first half becomes due and payable, or at any time thereafter. If the second half is paid prior to January tenth, a discount of 1-1/2% (one and one-half percent) of the tax shall be allowed.

§ C9-9. Collection of delinquent taxes and foreclosure of tax liens

G. Conduct of Sale; bid by city.

1) The Controller, or, in the event of his or her absence or inability to act, the Deputy Mayor or his/her designee, shall conduct the sales herein before provided to be made. and no auctioneer other than the Controller or the Deputy Mayor as herein provided shall be employed to make such a sale, and no auctioneer's fee shall be charged thereon. The Controller or auctioneer shall require from each purchaser of a tax lien at the time of such sale a deposit on account of 10% of the amount of the tax lien purchased by him or her, for which the Controller shall give his or her receipt, and not later than 60 days from the date of the sale the balance shall be paid to the Controller at his or her office. If no bid shall be received for a tax lien offered for sale, the Controller for and on behalf of the city shall bid in the tax lien, and upon such bid no deposit or payment in cash shall be required from the city. When the city has bid in any tax lien a certificate of the tax lien to the city shall be executed by the Controller in the form and matter prescribed for other notice thereof to the holder of such certificate of tax lien by mail, addressed to such address as may have been furnished to the Controller. Upon receiving the surrender of the certificate of tax lien, the Controller shall pay to the holder the amount thus deposited. The Controller upon receipt of the satisfaction money, as above provided, or upon the surrender of the certificate of tax lien shall cancel and discharge the tax upon the record.

Section 4: This local law shall take effect upon its filing with the New York Secretary of State

Resolution 6L

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a contract agreement with Livingston Development Corp. for reimbursement to City of all legal fees, costs and expenses incurred which are associated with invoices submitted regarding Article 78 proceeding, Action #2, entitled Roni Epstein and Marsha Silverman v. City of Glen Cove & Livingston et al.

Resolution 6M

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an interconnection agreement with New York American Water, Inc., for the purchase of Water; Cooperation between parties.

Resolution 6N

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the following amendment to the Glen Cove Volunteer Fire Department By-Laws, Constitution, Article Article VII Duties and Discipline of Members, Section 4. Required Participation (a), as follows:

Remove:

The required percentage of fire attendance shall be as follows:

0 – 25	Years of Service	35%
25 – 30	Years of Service	30%
30 – 35	Years of Service	25%
35 – 40	Years of Service	15%
Over 40	Years of Service	0%

Add:

The required percentage of fire attendance shall be as follows:

1 – 5	Years of Service	35%
6 – 10	Years of Service	30%
11 – 15	Years of Service	25%
16 – 20	Years of Service	20%
21 – 25	Years of Service	15%
26 – 30	Years of Service	10%
31 – 35	Years of Service	5%
Over 35	Years of Service	0%

Resolution 6O

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:

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
City of New York		\$13,271
Ladina Brown	GC 12-2346	\$5,000
Walter A. Nowicki	GC 16-2550	\$325.88

Resolution 6P

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Arlene O’Dell as a Youth Bureau Consultant, \$35 per hour, not to exceed 40 hours per month, effective July 1, 2016.

Resolution 6Q

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Business Improvement District (BID) to host their annual “Downtown Sounds” on Friday nights, to close School Street and Glen Street, and to erect lawn signs.

Resolution 6R

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Martino Auto Body to host their annual “Gold Coast Concourse”, September 18, 2016, 3:00 a.m. through 6:00 p.m. and the closure of the following streets:

Glen Street between School Street and Cove Street
Bridge Street
School Street

Resolution 6S

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes North Country Reform Temple to erect lawn signs July 24, 2016 through August 8, 2016, to advertise annual “Yard Sale”.

Resolution 6T

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Church of St. Rocco to erect lawn signs July 12, 2016 through August 2, 2016, to advertise annual “Best Feast of the East”.

Resolution 6U

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Police Department to host their annual “National Night Out”, August 2, 2016, and the closing of the following streets, 6:00 p.m. to 9:00 p.m.

School Street
Glen Street
Brewster Street

Resolution 6V

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the City to host their annual Bicycle Parade, July 4, 2016, 9:30 a.m. through 11:00 a.m., and the closing of:

Forest Avenue
School Street
Glen Street
Brewster Street

Resolution 7A-1

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Jeffrey Nogid as City Controller, with Finance Department, with an annual salary of \$130,000, effective July 5, 2016.

Budget: A1310-51101

Resolution 7A-2

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Salvatore Lombardi as part-time City Assessor, with Finance Department, with a salary of \$75.00 per hour, effective July 5, 2016.

Budget: A1310-55438

Resolution 7B-1

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Spiro K. Tsirkas as Youth Bureau Director, at an annual salary of \$62,000, effective July 5, 2016.

Budget: A7050-51101

Resolution 7B-2

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Jane H. Manister-Fein appointed as Youth Program Coordinator, with the Youth Bureau, at an annual salary of \$42,735 (Grade 9 Step 0), effective July 5, 2016.

Budget Line A7050-51101

Resolution 7B-3

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Carolina A. Guastella appointed as Youth Service Worker, with the Youth Bureau, at \$18.00 per hour, effective July 5, 2016.

Budget Line A7050-51120

Resolution 7B-4

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints the following persons to the Youth Bureau, as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Desiree Abdelkader	Youth Service Worker	\$12.00 per hour	7/1/16 – 9/16/16
Cindy Bonilla	Youth Service Worker	\$9.00 per hour	7/1/16 – 9/16/16
Natalie Bonilla	Youth Service Worker	\$9.00 per hour	7/1/16 – 9/16/16
Nancy Dagress	Youth Service Worker	\$11.50 per hour	7/1/16 – 9/16/16
Jane Manister Fein	Youth Service Worker/Coordinator	\$25.00 per hour	7/1/16 – 9/16/16

Josh Grant	Youth Service Worker	\$12.50 per hour	7/1/16 – 9/16/16
Mira Mirkovich	Youth Service Worker	\$9.00 per hour	7/1/16 – 9/16/16
Monserat Munoz	Youth Service Worker	\$10.00 per hour	7/1/16 – 9/16/16
Susan Rosenberg	Youth Service Worker	\$10.50 per hour	7/1/16 – 9/16/16
Martha Ruiz	Youth Service Worker	\$11.50 per hour	7/1/16 – 9/16/16
Deanna Sawyer	Youth Service Worker	\$13.00 per hour	7/1/16 – 9/16/16
Monica Salinas	Youth Service Worker	\$8.75 per hour	7/1/16 – 9/16/16
Maralyn Tirado	Youth Service Worker	\$10.00 per hour	7/1/16 – 9/16/16
Natalie Ventura	Youth Service Worker	\$8.75 per hour	7/1/16 – 9/16/16

Funding: A 7050-51123

Name	Position	Salary	Effective Date
Mikaila Ayala	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Steven Bailey	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Cyra Bernett	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Erick Brown	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Clarke Ayjah	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Anthony Cullum	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Larissa Garcia	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Katelyn Holzkamp	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Ryan Koenig	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Cora Leon	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Kayla Lewis	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Glory Mayreis	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Jesse Mayreis	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Arianna Salazar	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Arden Sanders-D'Alleva	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Keith Simpson	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Brian Stanco	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16
Aamaiyah Vaughan	Seasonal Laborer	\$7.00 per hour	6/29/16 – 9/30/16

Victoria Archuleta	Seasonal Laborer	\$9.00 per hour	6/29/16 – 9/30/16
Fatima Cardoza	Seasonal Laborer	\$8.75 per hour	6/29/16 – 9/30/16
Szymon Frye	Seasonal Laborer	\$8.75 per hour	6/29/16 – 9/30/16
Giselle Garcia	Seasonal Laborer	\$8.75 per hour	6/29/16 – 9/30/16
Devin Johnson	Seasonal Laborer	\$9.00 per hour	6/29/16 – 9/30/16
Josef Khaomol	Seasonal Laborer	\$9.00 per hour	6/29/16 – 9/30/16
Raven Perkins	Seasonal Laborer	\$8.75 per hour	6/29/16 – 9/30/16
Kevin Rodriguez	Seasonal Laborer	\$8.75 per hour	6/29/16 – 9/30/16
Grace Tenke	Seasonal Laborer	\$8.75 per hour	6/29/16 – 9/30/16
Christina Wiese	Seasonal Laborer	\$8.75 per hour	6/29/16 – 9/30/16
Kai Williams	Seasonal Laborer	\$9.00 per hour	6/29/16 – 9/30/16
John Dong	Seasonal Laborer	\$10.00 per hour	6/29/16 – 9/30/16

Funding: A 7050-51120

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Franklyn Mickens	Youth Service Worker	\$13.00 per hour	6/29/16 – 9/2/16
Kenneth Pilla	Youth Service Worker/Driver	\$13.00 per hour	6/29/16 – 9/2/16

Funding: A 7050-51120

Resolution 7D

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the following persons are hereby appointed to Department of Public Works as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Gerard B. Ashby	Seasonal Laborer	\$9.00 per hour	6/6/16 – 11/30/16
Tyrone Davis	Seasonal Laborer	\$9.00 per hour	6/6/16 – 11/30/16
Andres I. Munoz	Seasonal Laborer	\$9.00 per hour	6/6/16 – 11/30/16

Vincent P. Taylor	Seasonal Laborer	\$9.00 per hour	6/6/16 – 11/30/16
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Funding: A 5110-51120
Resolution 7E

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the following persons are hereby appointed to Beautification as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Steven A. Filippone	Seasonal Laborer	\$9.00 per hour	5/23/16 – 11/30/16
Shirley Winston	Seasonal Laborer	\$8.50 per hour	6/27/16 – 11/30/16

Funding: CR 7140-51121

Resolution 7F

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the following persons are hereby appointed to Parks and Recreation as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Stefania Belcastro Gizzo	Recreation Leader	\$30.00 per hour	7/6/16 – 8/12/16
Marissa Grosso Marino	Recreation Leader	\$23.00 per hour	7/6/16 – 8/12/16
Pamela Aulson	Recreation Leader	\$18.75 per hour	7/6/16 – 8/12/16
Barbara Edwards	Recreation Leader	\$10.25 per hour	7/6/16 – 8/12/16

Gloria York	Recreation Leader	\$9.50 per hour	7/6/16 – 8/12/16
Gary Conway	Bus Driver	\$15.50 per hour	7/6/16 – 8/12/16
Ronald Albano	Bus Driver	\$14.75 per hour	7/6/16 – 8/12/16
Andrew LaRosa	Bus Driver	\$15.00 per hour	7/6/16 – 8/12/16
Barbara Graff	Bus Driver	\$14.50 per hour	7/6/16 – 8/12/16
Michael Milwich	Bus Driver	\$14.50 per hour	7/6/16 – 8/12/16
Emily Anderson	Recreation Leader	\$10.25 per hour	7/6/16 – 8/12/16
Dylan Basile	Recreation Leader	\$10.00 per hour	7/6/16 – 8/12/16
Steven Basile, Jr.	Recreation Leader	\$10.25 per hour	7/6/16 – 8/12/16
Jamie Downer	Recreation Leader	\$11.25 per hour	7/6/16 – 8/12/16
Nicole Eichenholtz	Recreation Leader	\$10.25 per hour	7/6/16 – 8/12/16
Damon Garner	Recreation Leader	\$12.25 per hour	7/6/16 – 8/12/16
Nicholas Pappachristou	Recreation Leader	\$10.75 per hour	7/6/16 – 8/12/16
Megan Peet	Recreation Leader	\$10.00 per hour	7/6/16 – 8/12/16
Joseph Alicea	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Heather Arena	Recreation Leader	\$9.00 per hour	7/6/16 – 8/12/16
Fiorella Avalos	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Kieran Bednarz	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Alexandra Beglin	Recreation Leader	\$10.00 per hour	7/6/16 – 8/12/16
Doreen Beglin	Recreation Leader	\$16.00 per hour	7/6/16 – 8/12/16

Kayla Brady	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Dominic Brasiello	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Rosa Brasiello	Recreation Leader	\$10.75 per hour	7/6/16 – 8/12/16
Jared Buehre	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Cullen Burnett	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Kristopher Calderon	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Alessandra Cappiello	Recreation Leader	\$10.00 per hour	7/6/16 – 8/12/16
Joseph Cappiello	Recreation Leader	\$7.50 per hour	7/6/16 – 8/12/16
Kamryn Cardali	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Dane Caufield	Recreation Leader	\$8.75 per hour	7/6/16 – 8/12/16
Danielle Christian	Recreation Leader	\$9.00 per hour	7/6/16 – 8/12/16
Michael C. Colangelo	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Valentina Contreras	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Jacqueline Coronel	Recreation Leader	\$7.50 per hour	7/6/16 – 8/12/16
Christian Cruz	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Magdalena D'Ambrosio	Recreation Leader	\$11.25 per hour	7/6/16 – 8/12/16
Linesha Davis	Recreation Leader	\$8.25 per hour	7/6/16 – 8/12/16
Ashley DeCurtis	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Diana Delgado	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Thais DeLima	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16

Kelvin DeLeon	Recreation Leader	\$9.00 per hour	7/6/16 – 8/12/16
Citali Delvalle	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Francesca DiCaterino	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Richard DiLorenzo	Recreation Leader	\$7.50 per hour	7/6/16 – 8/12/16
Ryan DiPaolo	Recreation Leader	\$7.50 per hour	7/6/16 – 8/12/16
Sean Drennan	Recreation Leader	\$9.00 per hour	7/6/16 – 8/12/16
Janet Durso	Recreation Leader	\$17.00 per hour	7/6/16 – 8/12/16
Gabrielle Ermmarino	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Stephanie Espino	Recreation Leader	\$7.50 per hour	7/6/16 – 8/12/16
Anthony A. Famigliette	Recreation Leader	\$8.50 per hour	7/6/16 – 8/12/16
Anthony D. Famigliette	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Christian Filippone	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Jennifer Fiorino	Recreation Leader	\$10.25 per hour	7/6/16 – 8/12/16
Lauren Friedman	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Brandon Fribbley	Recreation Leader	\$8.25 per hour	7/6/16 – 8/12/16
Deborah Galante	Recreation Leader	\$11.50 per hour	7/6/16 – 8/12/16
Tajah Garner	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Jennifer Giambrone	Recreation Leader	\$9.00 per hour	7/6/16 – 8/12/16
Brenna Gonzalez	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Joseph Grella	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Tatiana Guevara	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16

Melissa Guillen	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Emma Gomez-Delvalle	Recreation Leader	\$11.50 per hour	7/6/16 – 8/12/16
Catherine Hatala	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Michael Hatala	Recreation Leader	\$7.50 per hour	7/6/16 – 8/12/16
Kevin Heenan	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Taylah Hudson	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Sam Israel	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Jordan Jackson	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Steven King	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Taylor LaCapria	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Valerie C. Lawson	Recreation Leader	\$10.25 per hour	7/6/16 – 8/12/16
John Luzynski	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Kaitlin Maccarone	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Mateusz Majka	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Robert McCarthy	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Franklin Mickens	Recreation Leader	\$7.50 per hour	7/6/16 – 8/12/16
Kayla Monahan	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Kevin Monahan	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Mary Monahan	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Erin Moore	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Kayla Morrissey	Recreation Leader	\$9.25 per hour	7/6/16 – 8/12/16
Breanna Mundell	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Nicole Ninesling	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16

Kyzah Pagan	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Evan Pajuelo	Recreation Leader	\$8.50 per hour	7/6/16 – 8/12/16
Lindsey Payton	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Michael Payton	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Matthew Pemberton	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Amara Phillip	Recreation Leader	\$7.50 per hour	7/6/16 – 8/12/16
Melissa Ricciardi	Recreation Leader	\$17.00 per hour	7/6/16 – 8/12/16
Felicia Ritchie	Recreation Leader	\$16.00 per hour	7/6/16 – 8/12/16
Lauren Rizzo	Recreation Leader	\$8.50 per hour	7/6/16 – 8/12/16
Nicole Rizzo	Recreation Leader	\$9.75 per hour	7/6/16 – 8/12/16
Robert Rizzo	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Viola Sawyer	Recreation Leader	\$9.25 per hour	7/6/16 – 8/12/16
Isabella Sicuranza	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Stephanie Silva	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Amber Solomito	Recreation Leader	\$9.00 per hour	7/6/16 – 8/12/16
Juwaan Stewart	Recreation Leader	\$7.50 per hour	7/6/16 – 8/12/16
Randall Taylor	Recreation Leader	\$7.50 per hour	7/6/16 – 8/12/16
Vincent Termini	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Victoria M. Tripp	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Jason Ventura	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Morgan Vignali	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Howard Wood, II	Recreation Leader	\$8.00 per hour	7/6/16 – 8/12/16
Edwin Yanes	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16

Joseph Yee	Recreation Leader	\$7.75 per hour	7/6/16 – 8/12/16
Justin Zapata	Recreation Leader	\$7.25 per hour	7/6/16 – 8/12/16
Nafeesah Ali	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Tyler Brooker	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Kieran Calderon	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Christina Cavallone	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Lucy Costello	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Micaela Costello	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Andy Delgado	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Gabriella DeRosa	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Cameron Filippone	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Ariana Greenberg	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
		\$300 per summer session	

Ryan Greenfield	Recreation Leader		7/6/16 – 8/12/16
Skylar Losee	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
David Moore	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Ashley Morace	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
James Mullen	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Brendan Murphy	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Brianna Pfaff	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Aaron Phillip	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Talia Sakhaee	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Sara Termini	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Alyssa Wozlonis	Recreation Leader	\$300 per summer session	7/6/16 – 8/12/16
Shari Ambramson	EMT	\$10.00 per hour	7/6/16 – 8/12/16
Alejandra Huidobro Oliver			

	EMT	\$10.25 per hour	7/6/16 – 8/12/16
Daryl Maloney	EMT	\$12.00 per hour	7/6/16 – 8/12/16
Angelina Mitchell	EMT	\$10.00 per hour	7/6/16 – 8/12/16
Stephanie Nassani	EMT	\$10.50 per hour	7/6/16 – 8/12/16
Charles Oliver	EMT	\$11.00 per hour	7/6/16 – 8/12/16
Jessica Reynolds	EMT	\$10.00 per hour	7/6/16 – 8/12/16
Sean King	Park Attendant	\$8.50 per hour	7/1/16 – 9/5/16
Kelly Loudovikos	Recreation Leader	\$7.25 per hour	7/1/16 – 9/5/16

Funding: CR7140-51120

Resolution 8A

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Carolyn Willson to Civil Service Commission, effective June 1, 2016 through May 31, 2022

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ___ day of June, 2016 between Livingston Development Corp. at 162-20 77th Road, Flushing, New York 11366, a New York Corporation, 135 Glen Cove Ave Corp. at 162-20 77th Road Flushing, New York 11366, a New York Corporation, herein collectively referenced as "Livingston", and the City of Glen Cove, a municipal corporation at 9 Glen Street, Glen Cove, New York 11542, herein referenced as "City".

WITNESSETH

WHEREAS, the parties to this agreement are Respondents in an Article 78 proceeding and action entitled Epstein v. Glen Cove & Livingston et al, Index No:00488/2016 in the Supreme Court of Nassau County (hereinafter "Action #1"); and

WHEREAS, on April 12, 2016, the City Council approved and adopted a resolution appointing Sahn Ward Coschignano PLLC as special counsel for the litigation against the City of Glen Cove and its agencies herein collectively referenced as the "Firm", and

WHEREAS, as of the date of this Agreement, the City has retained Sahn Ward Coschignano PLLC herein; (see Exhibit "A") and

WHEREAS, Livingston has agreed to reimburse to the City any legal fees and costs incurred which are invoiced to the City from the "Firm" as a result of Action #1, and on or about April 18, 2016 executed an agreement with the City for said purpose; and

WHEREAS, on April 15, 2016 the Petitioners in Action #1 filed a second proceeding and action entitled Epstein v. Glen Cove & Livingston et al, Index No:002848/2016 in the Supreme Court of Nassau County (hereinafter "Action #2"), which involves the same parties and project as in Action #1; and

WHEREAS, by letter agreement dated May 3, 2016, Sahn Ward Coschignano PLLC and the City amended its litigation retainer agreement to include Action #2 (see Exhibit "B"); and

WHEREAS, the Parties desire to enter into this Agreement to govern Livingston's reimbursement of the City's reasonable legal costs and expenses associated with litigation herein so as to include Action #2.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Livingston agrees to reimburse to the City all legal fees, costs and expenses incurred which are associated with the invoices submitted to the City by the "Firm" herein for both Action #1 and Action #2.

2. The parties agree that this reimbursement agreement shall in no way create an attorney-client relationship between the parties. The parties further agree that they have been advised of the hazards of litigation and no representation is made by the City or any parties to this agreement, express or implied concerning the possible outcome therein. The parties agree that nothing contained herein shall require the City of Glen Cove to take any action in the matter other than to represent the City of Glen Cove and its agencies, which are the subject to this litigation.

3. The City of Glen Cove shall present Livingston with invoices for reimbursement upon receipt from the "Firm" herein. Livingston agrees that all invoices for reimbursement shall be paid to the City of Glen Cove within 30 days of presentment.

4. This agreement may be executed in multiple counterpart signature pages (original, facsimile, or scanned electronic version) which taken together shall constitute a single document.

5. Any and all notices required hereunder shall be in writing, and addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto, and shall be sent by either facsimile with confirmation or overnight carrier with receipt:

a) To the City:

Reginald Spinello, Mayor.
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542
516-676-2000
516-676-0108 (fax)
rspinello@cityofglencoveny.org

With a copy to:

Attention City Attorney

Charles McQuair, Esq.
325 Glen cove Ave
Sea Cliff, New York 11579
516-759-5101
516-759-5102(fax)
cmcquair@cityofglencoveny.org

- b) Livingston Development Corp
162-20 77th Road
Flushing, New York 11366

With a copy to:

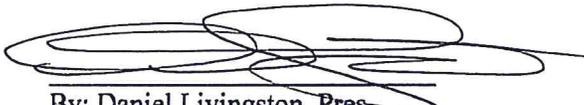
Patrick Hoebich, Esq.
1 School Street, Suite 205
Glen Cove, New York 11542

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

CITY OF GLEN COVE

By: Reginald Spinello, Mayor

Livingston Development Corp.


By: Daniel Livingston, Pres.

135 Glen Cove Ave Corp.


By: Daniel Livingston, Pres.

EXHIBIT A

SAHN WARD COSCHIGNANO, PLLC
ATTORNEYS AT LAW
THE OMNI
333 EARLE OVINGTON BOULEVARD
SUITE 601
UNIONDALE, NEW YORK 11553
—
TELEPHONE: (516) 228-1300
TELECOPIER: (516) 228-0038
E-MAIL: INFO@SWC-LAW.COM
WWW.SWC-LAW.COM

MICHAEL H. SAHN
Partner
msahn@swc-law.com

March 21, 2016

VIA E-MAIL & FIRST CLASS MAIL

Charles G. McQuair, Esq.
City of Glen Cove, City Attorney
9 Glen Street, Lower Level
Glen Cove, New York 11542

**Re: City of Glen Cove, et. al., Respondents adv.
Roni Epstein and Marsha Silverman, Petitioners, Index #2016/000488
Article 78 Proceeding, Nassau County Supreme Court**

Dear Mr. McQuair,

Thank you for considering our firm to represent the City of Glen Cove, City of Glen Cove City Council, Planning Board of the City of Glen Cove, City of Glen Cove Industrial Development Agency, and the City of Glen Cove Community Development Agency (collectively referred to as the "City" or "City Agencies") in the above referenced litigation matter involving the proposed "Villa" development (the "Litigation"). This Retainer Agreement will reflect our understanding that, subject to the approval of the City Council, this firm will represent all of the City Agencies as special counsel in the Litigation.

1. **Services.** Our Services will include the following:
 - a. Investigation and analysis of the claims asserted in the Complaint and the Petition;
 - b. Preparation and filing of all appropriate pleadings, motions, memoranda of law, discovery demands and responses, stipulations, trial materials, and any and all other documents necessary to represent the City Agencies' interests in the Litigation;
 - c. Representation at conferences, arguments, depositions, discovery proceedings, hearings and trial, as necessary;

NEW YORK OFFICE • 405 LEXINGTON AVENUE 26TH FLOOR, NEW YORK, NY 10174 TELEPHONE (212) 829-4375
SYOSSET OFFICE • 118 JACKSON AVENUE, SYOSSET, NEW YORK 11791 TELEPHONE (516) 921-1000

SAHN WARD COSCHIGNANO, PLLC

- d. Consultations, meetings, conferences and negotiations with opposing counsel, or counsel for other parties;
- e. Legal research, as necessary; and
- f. All other appropriate actions necessary to represent the City's interests in the Litigation.

2. **Services Not Included in Agreement.** This agreement does not cover our fees for services before appellate courts. In the event such services are necessary, it will be the subject of a separate retainer agreement.

3. **No Representations Regarding Outcome of the Litigation.** We have advised the City that litigation is inherently risky. The City acknowledges that we make no representations to the City, express or implied, concerning the outcome of the Litigation. The City further acknowledges that we have not guaranteed and cannot guarantee the success of any action taken by us on the City's behalf.

4. **Fees and Costs.**

a. **Hourly Fees.** Our fees are calculated based on the time spent on this matter, on an hourly fee basis. We charge for all time each attorney or legal assistant devotes to the Litigation. We agree to charge a single rate for all our attorneys' time on this matter as follows:

All Attorneys	-	\$190.00 per hour
Paralegal/Legal Assistants	-	\$85.00 per hour

From time to time, we review the firm's billing rates (usually annually). We reserve the right to make appropriate revisions to the above rates based on our periodic review, with the City's prior consent.

b. **Statements.**

i. **Monthly Statements.** We shall prepare and render to the City on a monthly basis a statement of charges for services rendered and costs advanced or incurred during the calendar month. Outstanding balances are due upon receipt of the invoice.

ii. **Interim Statements.** We reserve the right to prepare and render interim statements when appropriate, reflecting all current costs and charges due, and such balances are likewise due upon receipt of an invoice.

SAHN WARD COSCHIGNANO, PLLC

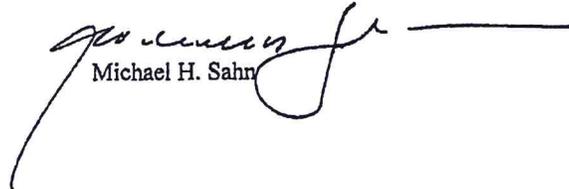
5. **Right to Arbitration.** Under Part 137 of the New York Rules of Court, the City has the right to seek arbitration of any fee dispute. In the event of a fee dispute, we will provide the City with the information necessary to commence the arbitration proceeding.

6. **Communications.** We will keep the City informed as to the status of the Litigation, and agree to explain the laws applicable to the Litigation, the available courses of action, and the attendant risks. We will notify the City promptly of any developments in the case, including court appearances, meetings and hearings and will be available for meetings and telephone conferences with you at mutually convenient times. The undersigned shall be the primary contact person for the Firm regarding this matter.

7. **Waiver of Conflict.** By accepting this engagement letter, the City fully understands and consents that our firm currently, and in the past, represents clients before various City Agencies and that our representation in of these cases shall not be deemed a conflict by undertaking this representation.

Once again, thank you for the confidence you have placed in our Firm. We look forward to representing the City in this matter.

Very truly yours,


Michael H. Sahn

MHS:emr

EXHIBIT B

SAHN WARD COSCHIGNANO, PLLC

ATTORNEYS AT LAW

THE OMNI

333 EARLE OVINGTON BOULEVARD

SUITE 601

UNIONDALE, NEW YORK 11553

TELEPHONE: (516) 228-1300

TELECOPIER: (516) 228-0038

E-MAIL: INFO@SWC-LAW.COM

WWW.SWC-LAW.COM

MICHAEL H. SAHN

Partner

msahn@swc-law.com

May 3, 2016

VIA E-MAIL & FIRST CLASS MAIL

Charles G. McQuair, Esq.
City of Glen Cove, City Attorney
9 Glen Street, Lower Level
Glen Cove, New York 11542

**Re: Amended Retainer Agreement for litigation concerning proposed
"Villa" development:**

**City of Glen Cove, et. al., Respondents adv.
Roni Epstein and Marsha Silverman, Petitioners
Nassau County Supreme Court Index #2016/000488 ("Action #1")**

**City of Glen Cove, et. al., Respondents adv.
Roni Epstein and Marsha Silverman, Petitioners
Nassau County Supreme Court Index #2016/002848 ("Action #2")
(collectively the "Actions")**

Dear Mr. McQuair,

Reference is made to our previous retainer agreement dated March 21, 2016, a copy of which is attached hereto, whereby our firm was retained to represent the City Agencies in Action #1 referenced above (the "Retainer").

As you are aware, the above referenced related Action #2 was recently filed against the City and various City Agencies. As Action #1 and Action #2 involve the same parties and the same project, our firm agrees to amend the Retainer to include representation of all City Agencies named in Action #2, pursuant to the same terms and conditions of the underlying Retainer.

Once again, thank you for the confidence you have placed in our Firm. We look forward to representing the City in both Actions.

NEW YORK OFFICE • 405 LEXINGTON AVENUE 28TH FLOOR, NEW YORK, NY 10174 TELEPHONE (212) 829-4375

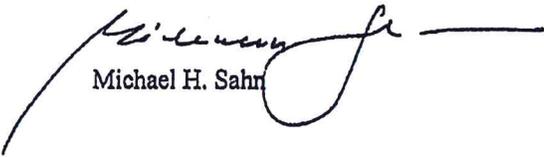
SYOSSET OFFICE • 116 JACKSON AVENUE, SYOSSET, NEW YORK 11791 TELEPHONE (516) 921-1000

SAHN WARD COSCHIGNANO, PLLC

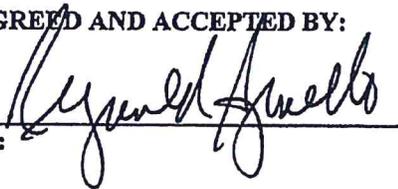
Page 2

May 3, 2016

Very truly yours,


Michael H. Sahn

AGREED AND ACCEPTED BY:

By: 

CONSULTANT AGREEMENT

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

1. IDENTITY OF AGENCY

AGENCY is identified as follows:

Name: Glen Cove Youth Bureau

Address: 128B Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 671-4600

Program #: _____

2. IDENTITY OF INDEPENDENT CONTRACTOR IC"

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

Name: Arlene O'Dell

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

Address: 8 Barberry Lane

City/State/Zip: Sea Cliff, NY 11579

Business Telephone: 516-647-8389

Social Security or Employer Identification Number: 084449294

License Number and Expiration Date, if any: N/A

3. WORK TO BE PERFORMED
 AGENCY desires that IC perform and IC agrees to perform the following work:
 Work with ED through transition
 - Introduce ED to coalitions, associations and boards associated with position and Youth Bureau
 - With ED work on city budget for 2017
 - With ED finish up grant reports that are due
 - With ED work on county and state contracts
 - With Ed work on all reporting due to county and state including quarterly reporting and year end reporting
 - With ED work on resources for new grants
 - Any other work proposed by the Mayor and ED

4. TERMS OF PAYMENT
 AGENCY shall pay IC according to the following terms and conditions: IC shall be paid
\$ 35.00 per hour. Total hours shall not exceed 40 hours/month

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

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

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

8. FRINGE BENEFITS
 Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in, any employer pension, health, or other fringe benefit plan of the AGENCY.

9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT This agreement shall become effective on 7/05/2016 and shall terminate on 7/05/2017.
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 days' written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.
13. TERMINATION WITH CAUSE With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:
- A. Material violation of this agreement.
 - B. Any act exposing the other party to liability to others for personal injury or property damage.
14. NON-WAIVER The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. NO AUTHORITY TO BIND CLIENT IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
16. DECLARATION BY INDEPENDENT CONTRACTOR IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.
17. HOW NOTICES SHALL BE GIVEN Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

18. ASSIGNABILITY This agreement may not be assigned, in whole or in part, by IC without Glen Cove Youth Bureau prior written approval, which may be withheld in the agencies sole discretion.
19. CHOICE OF LAW In the event of any dispute hereunder, any action or proceeding which any party may commence shall be brought in the Supreme Court of the State of New York, County of Nassau, or the United States District Court, Eastern District of New York.
20. ENTIRE AGREEMENT This is the entire agreement of the parties and cannot be changed or modified orally.
21. SEVERABILITY If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. AMENDMENTS This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

***AGENCY:**

Glen Cove Youth Bureau

Agency Name


Signature

Executive Director

Title

Date

***INDEPENDENT CONTRACTOR (CONSULTANT)**

Arlene O'Dell

Firm/Individual Name

Signature

Consultant

Title

06/22.2016

Date

Approved- Reginald Spinello
Mayor

For Youth Board Only

Approval Y.B. Manager: _____ **Date:** _____

Approval Y.B. Auditor: _____ **Date:** _____

DFY Community Program Specialist: _____ **Date:** _____
(if applicable)

Logged Out: _____ **Copy Sent to Agency:** _____

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Rev. 3/19/15

WATER SALES AGREEMENT

By and Between

New York American Water Company, Inc.

and

Glen Cove Water District

Dated: As of _____, 2016

THIS WATER SALES AGREEMENT, (“Agreement”) is made as of the ___ day of ___, 2016, by and between New York American Water Company, Inc., a public utility corporation of the State of New York with its principal office located at 60 Brooklyn Ave Merrick, NY 11566 (“NYAW”) and Glen Cove Water District, a Special District in the State of New York with its principal office located at Glen Cove City Hall, 9 Glen Street #301, Glen Cove, NY 11542 (“Purchaser”).

WHEREAS, NYAW and Purchaser have an emergency interconnection (“Interconnection”) located at the intersection of Lafayette Avenue and Glen Cove Avenue (“Point of Delivery” defined infra); and

WHEREAS, in or about July 29, 2015, Purchaser repeatedly experienced a failure at one of its treatment plants resulting in a deficiency in its water supply and rendering Purchaser unable to meet customer demands (the “Event”); and

WHEREAS, subsequent to the occurrences of the Event, Purchaser requested NYAW to open the Interconnection on ten (10) separate occasions (July 29, 30 and 31, 2015; August 3 and 4, 2015; and September 6, 7, 8, 9 and 11, 2015) in order to obtain supplemental water supply as set forth in Schedule C; and

WHEREAS, Purchaser has requested that NYAW provide supplemental water via an emergency interconnection to Purchaser should an Event or similar occurrences resulting in Purchaser’s need for water from NYAW to resolve a deficiency in its own water supply; and

WHEREAS, NYAW is willing to enter into a supplemental water sale agreement in order to supply Purchaser with supplemental, finished water, all in accordance with the terms and conditions of this Agreement; and

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

The following terms used in this contract shall, unless the context clearly establishes otherwise, have the following meanings:

1. Definitions.

- A. "Daily Period" is the twenty-four (24) hour period from midnight to the following midnight in any given day.
- B. "DEC" is the New York State Department of Environmental Conservation.
- C. "Force Majeure" is the inability of a party to perform due to: acts of God; orders of the Government of the United States or the State of New York, or any agency or instrumentality thereof; orders of any governmental or quasi-governmental agency having jurisdiction over water supplies furnished hereunder; acts of terrorism; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; explosions; breakage or accidents to machinery, pipelines, dams or canals or partial or entire failure or contamination of water supply, not due to the negligence of the party claiming such occurrence as the reason for the inability to perform; arrests; civil disturbances; acts of any public enemy; and any other causes not reasonably within the control of the party claiming such inability to perform.
- D. "Maximum Daily Purchase" or "MDP" is the maximum volume of water purchased by the Purchaser during any daily period.
- E. "Maximum Monthly Purchase" or "MMP" is the maximum volume of water purchased by the Purchaser during any month.
- F. "MG" is Million Gallons.
- G. "MGD" is Million Gallons per Day.
- H. "MGY" is Million Gallons per Year.

- I. "MGM" is Million Gallons per Month.
 - J. "NYSPSC" is the New York State Public Service Commission
 - K. "Point of Delivery" is the location of NYAW's metering facilities at which water is delivered to Purchaser's transmission and distribution system as shown on Schedule B.
 - L. "TG" is Thousand Gallons.
 - M. "USEPA" is the United States Environmental Protection Agency.
2. Purchase of Water; Cooperation between Parties.
- A. Purchaser also acknowledges that Purchaser is subject to the purchase limitations set forth on Schedule A attached hereto and incorporated herein by reference. Any water supplied by NYAW in excess of the purchase period limitations provided in Schedule A shall be on an "as-available" basis as determined by NYAW in its sole discretion. NYAW makes no representation or warranty with respect to the availability of water provided on an as-available basis.
 - B. Charges for water services provided to Purchaser shall be billed to Purchaser at \$3.25/TG for the first 1.0 MG per month and \$3.75/ TG for all in excess of 1.0 MG per month. Such rate shall increase by the same percentage as the overall increase to NYAW's PSC No: 3, Water, Leaf 65 (or any replacement tariff approved by the NYSPSC) as contained in the NYAW Company Tariff which may change from time to time as approved by the NYSPSC. The Purchaser will also be required to pay for the Temporary State Assessment Surcharge (TSA), which is required by state statute and is currently assessed at 1.365% of metered charges, or the revised rate, as long as the Company is required to assess the

TSA. The TSA is collected by the Company, but 100% is remitted to the State of New York; the Company does not retain any of the assessment surcharges. Purchaser will be billed in arrears on a monthly basis.

- C. The charges for water services set forth above shall apply to water NYAW provides as set forth in Schedule A.
 - D. Purchaser shall pay for all water obtained by NYAW for Purchaser's needs and delivered to Purchaser at the interconnection.
 - E. Each party acknowledges that it has an obligation to provide safe, adequate and proper water service to its respective customers. Each party further acknowledges that the facilities of the other, including the Point of Delivery have been designed for a certain maximum capacity. The parties agree to cooperate in the purchase and sale of water under this Agreement so that there is no undue constraint or stress placed on either party's system.
 - F. Notwithstanding any contrary provision contained in this Agreement, the delivery of water to Purchaser under this Agreement is subject to the physical limitations of the NYAW facilities, including the meter.
3. Delivery of Water. Water shall be delivered to Purchaser, and title to this delivered water shall pass to Purchaser, at the Point of Delivery.
4. Meter Installation. Meter vault, flow control valves and other equipment to be located at the Point of Delivery will be installed, owned and maintained and operated by NYAW. In addition, NYAW shall be responsible, at its sole cost and expense, for the construction, operation, maintenance and repair of the Meter and all piping and distribution system improvements, including without limitation,

booster pumps, pressure reducing valves and monitoring and control equipment, necessary to manage and transport water from the Point of Delivery into Purchaser's system. See Schedule B – Plans for Interconnection. This Agreement shall not create or vest in Purchaser any ownership interest in, or right or title to, any part of the facilities installed, owned, operated and maintained by NYAW, nor shall this Agreement create or vest in the NYAW any ownership interest in, or right or title to, any facilities owned by Purchaser. Purchaser agrees as a material inducement to NYAW's willingness to enter into this Agreement to withdraw any formal or informal objections to any pending NYAW construction activities and permit applications and to actively support any such activities and applications.

5. Billing Procedures. Meters will be read weekly and billed monthly, and invoices will be rendered no later than 10 days after the concluding monthly meter reading date. Purchaser shall pay the amount of the invoice within 30 days from the bill date. Invoices will be rendered based on the amount of water delivered to Purchaser.
6. Billing Disputes. If Purchaser disputes a bill, Purchaser must, prior to the bill due date, (a) pay the undisputed portion of the bill, and (b) notify NYAW in writing of the basis for the dispute ("Notice of Dispute"). If the dispute is regarding the quantity of water consumed by Purchaser, or the meter reading, NYAW will read the meter a second time within 2 working days of its receipt of the Notice of Dispute. Purchaser will be entitled to have a representative present during this second meter reading. If the dispute cannot be resolved following the second meter reading, a meter test will be performed by any qualified firm acceptable to both

parties. If the meter test proves that the meter is within the accuracy limits set forth in governing NYSPSC regulations, Purchaser shall, within two business days of such meter test, pay to NYAW the disputed portion of the bill, together with accrued interest from the invoice date, and the cost of the meter test. If the meter test proves that the meter is not within the accuracy limits set forth in governing NYSPSC regulations, a billing adjustment will be made in accordance with such regulations, NYAW will pay for the cost of the meter test and the meter will be replaced or recalibrated at NYAW's option.

7. Interruptible Service. Purchaser understands that due to the fact that Purchaser and the volume of water Purchaser will take under this Agreement are not currently included in NYAW's Ten Year Plan on file with DEC, in the event of a declared drought or other water shortage event as determined in NYAW's reasonable judgment, the volumes committed to Purchaser will be the first curtailed by NYAW in order for NYAW to provide safe and adequate water service to its existing customers.

8. Water Quality. NYAW shall comply with all New York State Department of Health ("DOH"), DEC and USEPA regulations regarding treatment and delivery of water. NYAW shall not be responsible for contamination or degradation in the quality of the water past the Point of Delivery. NYAW shall perform water quality tests as required by DOH and USEPA laws and regulations, and Purchaser shall be entitled to take split samples with NYAW upon request in writing to NYAW. All water quality tests shall be performed only by State of New York certified laboratories.

9. Service Interruptions. Planned service interruptions may be required in the course of operation of NYAW facilities. NYAW will use commercially reasonable efforts to minimize such occurrences, as well as the duration thereof.
10. Force Majeure; Protective Covenants.
- A. If by reason of Force Majeure, NYAW shall be rendered unable, wholly or in part, to satisfy its obligations under this Agreement, then the obligations of NYAW, to the extent affected by such Force Majeure, shall be suspended or reduced during the continuance of the inability to perform hereunder, but for no longer period. Prompt telephonic notice of the Force Majeure will be given Purchaser with written confirmation thereof provided to Purchaser within three (3) working days after the occurrence of the Force Majeure event. NYAW shall use commercially reasonable efforts to remove or overcome such Force Majeure as soon as possible. NYAW shall not be liable for damages to Purchaser or any customer of Purchaser for any act, omission or circumstance occasioned by, or in consequence of, a Force Majeure occurrence.
- B. If by reason of Force Majeure, Purchaser shall be rendered unable, wholly or in part, to satisfy its obligations under this Agreement, other than the obligation to make payments of amounts due hereunder, then the obligation of the Purchaser, to the extent affected by such Force Majeure, shall be suspended or reduced during the continuance of the inability to perform hereunder but for no longer period. Prompt telephonic notice of the Force Majeure will be provided to NYAW with written confirmation thereof provided to NYAW within three (3) working days after the occurrence of the Force Majeure event. Purchaser shall use commercially reasonable efforts to remove or overcome such Force

Majeure as soon as possible. Purchaser shall not be liable for damages to NYAW for any act, omission or circumstance occasioned by, or in consequence of, Force Majeure.

- C. Purchaser agrees that it is Purchaser's sole responsibility to provide water service to its customers at a flow rate, pressure and duration adequate for fire protection service.
- D. Purchaser agrees to indemnify, protect, and hold harmless NYAW, its parents and affiliated companies and their respective directors, officers and employees from any and all liability, loss, damages, claims, costs or expense (including, without limitation, reasonable attorney's fees) of any nature arising out of (1) the failure of NYAW to provide water to Purchaser or Purchaser's customers at a flow rate or pressure sufficient to provide adequate fire protection, or (2) contamination or degradation in water quality that occurs or exists beyond the Point of Delivery or (3) Purchaser's failure to provide water that meets applicable water quality regulations. Purchaser's indemnification obligations shall survive the expiration or any termination of this Agreement.

11. Severability. In the event that one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intent of the parties hereto that such illegality or invalidity shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless a court of competent jurisdiction holds that such provisions are not severable from all other provisions of the Agreement or that the deletion materially alters the substance of this Agreement.

12. Regulatory Review/Approvals. Purchaser acknowledges that NYAW is required to submit this Agreement to DEC and to the NYSPSC for approval. Purchaser agrees to cooperate with NYAW with respect to such filings and responding to any inquiries from the DEC or NYSPSC related thereto. In the event that either the DEC or NYSPSC conditionally approves this Agreement or denies approval, the parties shall negotiate in good faith to modify the Agreement to address the issues raised in order to secure unconditional approval of the Agreement. In the event that contract approval is denied by the DEC or NYSPSC, either party may seek an adjudicatory hearing with respect to the denial or terminate the Agreement without further liability to the other party.
13. Term of Agreement. This Agreement shall be effective for a period not to exceed 12 months commencing from the Effective Date. The Effective Date shall be the date on which water first passes through a Point of Delivery and is measured by a Meter. Either party may terminate this Agreement at any time during the term hereof by providing the other party with at least 60 days' prior written notice of its intention to terminate. In the event of any such termination Purchaser shall continue to be liable for any accrued and unpaid invoices for water services provided to Purchaser.
14. Successors. This Agreement may not be assigned by either party.
15. Integration and Amendment. This Agreement, including all Schedules and Exhibits, hereto, constitutes the entire understanding between the parties respecting the subject matter hereof, and the parties shall not be bound by any agreements, understandings or conditions, whether written or oral, respecting the subject matter

hereof, other than those expressly set forth in this Agreement or in NYAW's tariff on file with the NYSPSC. This Agreement may be amended only in writing signed by NYAW and Purchaser.

16. Governing Law. This Agreement shall be governed by the laws of the State of New York.

17. Notices. All notices and demands of any kind ("Notice") which any party may be required or may desire to serve upon the other party in connection with this Agreement must be in writing and must be served either by personal service, acknowledged by signature of addressee or authorized agent at the office address; by express mail; or by certified mail, return receipt requested, postage prepaid. Service of any such notice by express mail or certified mail shall be deemed complete the second business day after mailing. Such Notices shall be addressed as follows:

If to Company: Suzana Duby, Esq.
New York American Water Company, Inc.
167 J.F. Kennedy Parkway
Short Hills, NJ 07078
Attn: Corporate Secretary

With a Copy to: New York American Water Company, Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043
Attn: Legal Department

If to Purchaser: Glen Cove Water District
Glen Cove City Hall,
9 Glen Street, #301
Glen Cove, NY 11542
Attn: James Byrne, Commissioner

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, by their authorized representatives, the year and day first written above.

ATTEST: GLEN COVE WATER DISTRICT

By:

ATTEST: NEW YORK AMERICAN WATER COMPANY, INC.

By:

SCHEDULE A
PURCHASE LIMITATIONS AND REQUIREMENTS

Point of Delivery: See Schedule B – Plans for Interconnection for the Point of Delivery

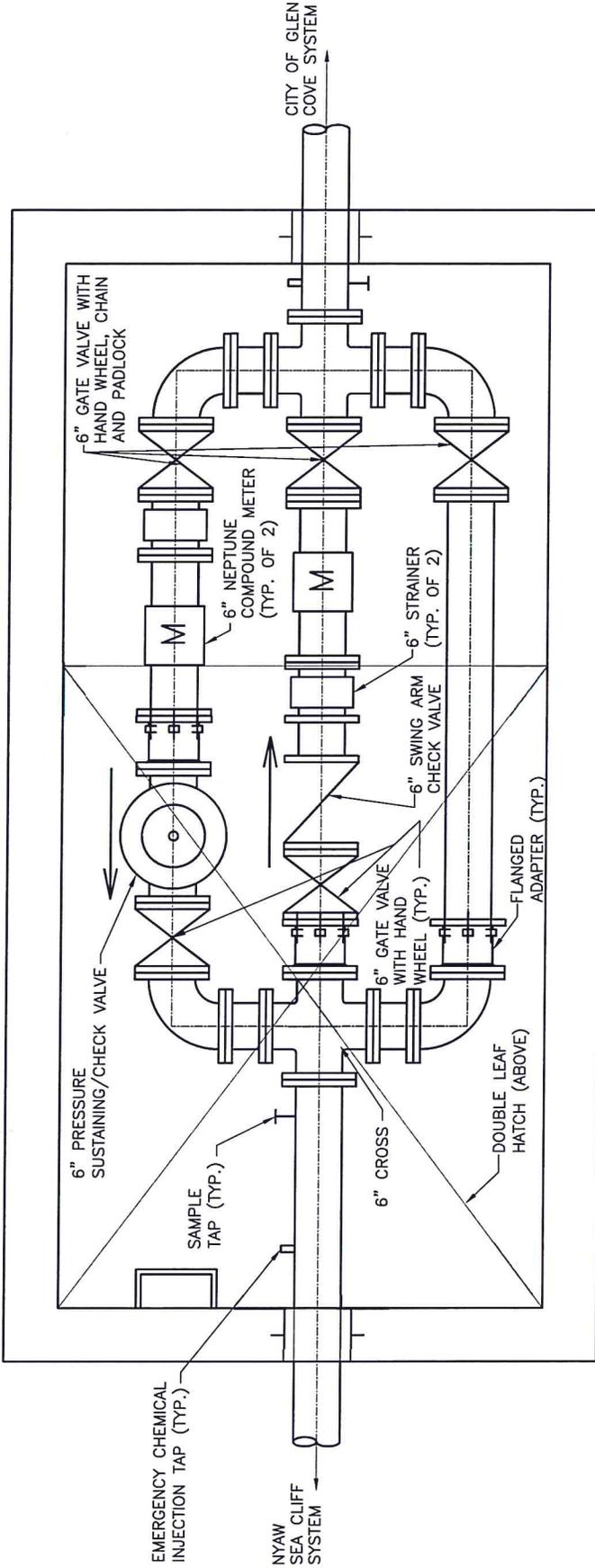
Purchase Period Limitations:

MGD (avg): 0.0488 (48,800 gallons)

MGD (max): 0.122 (122,000 gallons)

MGM: 1.513 (31 day month)

MGY: 17.812



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D&B ENGINEERS
AND
ARCHITECTS, P.C.

NEW YORK AMERICAN WATER
SEA CLIFF OPERATIONS DISTRICT
**EMERGENCY INTERCONNECTION VAULT
WITH CITY OF GLEN COVE**

SCALE: 3/4"=1'-0"
MECHANICAL
LAYOUT FIGURE

