

Resolution offered by Mayor Spinello and seconded by

WHEREAS, Academy Express, LLC has requested the City of Glen Cove to enter into an 119R Agreement enabling it to obtain subsidies from the State of New York; and

WHEREAS, the City considers the commuter bus service provided by Academy Express, LLC beneficial to its residents as an alternative to commuting to the City of New York; and

WHEREAS, the City deems the continued service provided by Academy Express, LLC to be in the best interest of the City and its residents;

NOW, THEREFORE, be it resolved that the Mayor of the City of Glen Cove is authorized to enter into an 119R Agreement with Academy Express, LLC.

Resolution 6B

Resolution offered by Mayor Spinello and seconded by

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

Resolution 6C

Resolution offered by Mayor Spinello and seconded by

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

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

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

NOW, THEREFORE, BE IT RESOVED, that the Purchasing Agent is hereby authorized to accept the high bid of International Truck Parts & Equipment Wholesale, Inc., 300 Henry Street, Lindenhurst, New York 11757, in the amount of \$19,064.

Resolution 6D

Resolution offered by Mayor Spinello and seconded by

BE IT RESOLVED, that the City Attorney is hereby authorized to settle the following claims in full and final settlement thereof:

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Zohreh Alagheband	GC 15-2504	\$7,170.00
Gary Nielsen	GC 15-2510	\$400.00
Lisa Garcia	GC 15-2512	\$130.36

Resolution 6E

Resolution offered by Mayor Spinello and seconded by

BE IT RESOLVED, that the City Council hereby authorizes Boy Scout Troop 6 to hold their annual "Scoutpalooza", May 2, 2015, rain date of May 9, 2015, 9:00a.m. through 1:00 p.m., at Pratt Park and the closing of Charles Street a/k/a First Responders Way.

Resolution 7A-1

Resolution offered by Mayor Spinello and seconded by

BE IT RESOLVED, that the City Council hereby appoints _____ as a full-time Laborer, with the Golf Course, at an annual salary of \$38,833, (Grade 7 Step 0) effective May 1, 2015.

Budget Line CR7180-51101

Resolution 7A-2

Resolution offered by Mayor Spinello and seconded by

BE IT RESOLVED, that the City Council hereby appoints Alfonso Esposito as a seasonal Laborer at \$9.00 per hour, with the Golf Course, effective April 29, 2015 through November 30, 2015.

Budget Line CR7180-51120

Resolution 7B

Resolution offered by Mayor Spinello and seconded by

BE IT RESOLVED, that the following persons are hereby appointed to Harbor Patrol as indicated, effective April 29, 2015 to November 30, 2015:

Name	Hourly Rate
John G. Testa	\$15.00

Name	Hourly Rate
Dionisio Graziosi	\$11.00
Phil P. Congero	\$10.00
Michael L. Athanasio	\$10.00
Bernard F. Mundy	\$10.00
Russell F. Lerch	\$10.00
John F. Dominguez	\$10.00
Joseph J. Solomito Jr.	\$10.00
Lawrence J. Demmler Sr.	\$10.00
Michael DiLeo	\$10.00
Carmine J. Montesano	\$8.00
John G. Testa Jr.	\$8.00
Peter J. Solomito	\$8.00
Joseph A. Biundo	\$8.00

Budget Line A5720-51120

Resolution 7C

Resolution offered by Mayor Spinello and seconded by

BE IT RESOLVED, that the City Council hereby appoint the following persons to the Youth Bureau, as indicated, effective May 18, 2015 to September 30, 2015:

Name	Title	Hourly Rate
Michael Zapata	Youth Service Worker	\$13.00
Shanielle Phillips	Emergency Medical Technician	\$12.50

Budget Line A7050-51120

Resolution 7D

Resolution offered by Mayor Spinello and seconded by

BE IT RESOLVED, that the City Council hereby appoints Russell F. Lerch as part-time Animal Warden and acting as Dog Control Officer, with Department of Public Works, at the weekly rate of \$50.00 effective 4/29/2015.

Budget Line A1490-51120

Resolution 7E

Resolution offered by Mayor Spinello and seconded by

BE IT RESOLVED, that the City Council hereby appoint the following persons to Parks and Recreation, as Seasonal Beautification Laborers, effective April 29, 2015 to November 30, 2015:

Name	Hourly Rate
Vincent F. Martinez Sr.	\$12.00
Emanuel W. Petrella	\$9.25
Simone R. Testa	\$9.25

Budget Line CR7140-51121

Resolution 9A

Resolution offered by Mayor Spinello and seconded by

BE IT RESOLVED, that the City Council hereby amend the following Senior Center salaries, effective May 2, 2015, as indicated:

Name	Hourly Rate
Thomas E. Kleeman	\$17.25
Donald H. Blumhagen	\$17.25
Julius L. LaPalmer	\$17.25
Lynne A. Maderakis	\$13.13
Sherry I. Walker	\$13.64
Cynthia R. Rivera	\$13.64
Sharon A. Kessler	\$16.22
Joy M. Leale	\$14.16
Michelle L. Kleeman	\$14.16

Name	Hourly Rate
Karen M. Ackerman	\$14.16
Jean E. Molnar	\$16.22

Resolution 9B

Resolution offered by Mayor Spinello and seconded by

BE IT RESOLVED, that the City Council hereby amend the following Golf Course salaries, as indicated, effective May 2, 2015:

Name	Hourly Rate
Jerome J. Cirlincione	\$8.25
Richard J. Comitino	\$8.50
Diane Esposito	\$8.25
Joseph J. Lavery	\$8.25
Kevin Martinez	\$7.50
Michael Morra	\$8.25
Richard P. O'Neill	\$8.25
Louis C. Oporto	\$10.00
Melvin Rabin	\$9.00
Salvatore R. Travatello	\$10.00

119-r AGREEMENT

THIS AGREEMENT is made this _____ day of June 2011 by and between the City of Glen Cove, State of New York, hereinafter referred to as “the City” and Academy Express LLC the current successor to Long Island Transit Inc., hereinafter referred to as “the Carrier.”

WHEREAS, Section 119-r of the General Municipal Law of the State of New York authorizes a municipality of the State of New York to enter into a transactional relationship with a bus system for the performance of certain transportation operations, and

WHEREAS, pursuant to the authority of said Section 119-r of the General Municipal Law, the Legislature of the State of New York by Section 18-b of the Transportation Laws of the State of New York enacted an assistance program to encourage passenger transportation in the State of New York, and

WHEREAS, said Section 18-b provides that a municipality may make application to the Department of Transportation of the State of New York for receipt of funds for the maintenance of existing bus transportation services, and those funds upon receipt by the municipality are to be matched by the municipality, and

WHEREAS, the municipality, pursuant to the provisions of Section 119-r of the General Municipal Law of the State of New York, is authorized to enter into a contract for the provision of mass transportation services to be rendered to the public by a privately owned or operated mass transportation facility and pursuant to said statute and the terms of the local contract, to pay said bus company from funds authorized by Section 18-b of the Laws of 1975, to the extent needed.

WHEREAS, the City, pursuant to said matching provision has made application to the Department of Transportation of the State of New York for receipt of funds authorized by said statutory provision, and receipt of those funds are contingent upon the execution of a transportation service contract between the Carrier and the City.

WHEREAS, the City has, pursuant to a resolution adopted on May 24, 2011, the City, by way of unanimous vote by the City Council, authorized the Mayor of the City to enter into this Agreement with the Carrier.

WHEREAS, Long Island Transit’s passenger service operations has been succeeded by that of Academy Express LLC, an NYDOT authorized passenger carrier which continues commuter operations of the service between Glen Cove, Long Island and New York, New York known as Long Island Transit, and as such, the City shall be seeking STOA funds on a current, future, and as much as possible, retroactive basis.

NOW THEREFORE, in consideration of the covenants herein set forth, it is mutually agreed and understood by and between the parties hereto as follows:

1. The Carrier shall continue to provide service to the City of Glen Cove pursuant to the ongoing service commonly known as Long Island Transit, and in that regard will remain solely

responsible for all aspects concerning the scheduling and operation of motor coaches providing the service and the collection of fares from ridership;

2. The Carrier shall maintain its accounting records in compliance with the applicable rules and regulations of the Commissioner of Transportation of the State of New York, and shall file all periodic statements and reports as may be required by the City and/or the Department of Transportation of the State of New York; *these reports shall include, but are not limited to, on a quarterly basis, (a) NYSDOT Form PTDF2 (10/02) or any replacement form, and (b) a quarterly certification of the provision of the "Local Match Requirement" required by NYCRR 975.13.;*

3. That included herein by reference in this agreement are the provisions authorized by Section 103-A and 103-B of the General Municipal Law with respect to waiver of immunity;

4. While it is anticipated that the funds issued by the Department of Transportation of the State of New York shall be made upon a quarterly basis upon the quarterly application of the City based upon the quarterly application of the Carrier, the funds to be issued by the City to the Carrier shall only be upon receipt and as received by the City from the Department of Transportation of the State of New York;

5. This agreement shall remain in full force and effect for the duration of the program under which funds are provided to the City by the State of New York and in the event that no further funds are appropriated or made available to the City by the State of New York, then in that event, this agreement shall terminate and in that case it shall be the Carrier's decision alone as to whether to continue to operate the Long Island Transit service;

6. Notwithstanding the provisions of the preceding paragraph, this agreement may be terminated: (a) by the City without incurring liability to the Carrier, upon ninety (90) days' notice duly given to the Carrier and the Department of Transportation of the State of New York by the City upon the authority of the Glen Cove City Council and (b) by the Carrier without incurring liability to the City, upon one hundred twenty (120) days' notice, provided however, that any unearned STOA funds shall be returned to the City which shall then process said funds as directed by the Department of Transportation of the State of New York;

7. The Carrier agrees, to protect, defend, indemnify and hold the City and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amount of judgments, penalties, interest, court costs, or reasonable legal fees incurred by the City arising in favor of any party if the City accepts assigned counsel designated by the Carrier's insurer, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of the negligent acts or omissions of the Carrier under this agreement. The Carrier agrees to investigate, handle, respond to, provide defense for and defend any such claims demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false or fraudulent. The Carrier further agrees that it has and will continue to have the City included as an additional insured on any and all policies of insurance now carried by the Carrier. The language in this

paragraph is intended to create an "insured contract" for the purposes of securing insurance coverage for the City under the Carrier's insurance policies.

8. The Carrier agrees that, in order to defray the administrative costs that the City may incur in complying with the reporting and other requirements for receipt of STOA funds, that the City may withhold a total of \$16,000.00 of STOA funds received from the Department of Transportation of the State of New York, payable on a quarterly basis and as received by the City. In addition, the Carrier agrees that, during the first year of this Agreement, the City may withhold up to an additional \$4,000.00 of STOA funds received from the Department of Transportation of the State of New York, payable on a quarterly basis upon receipt and as received by the City, with such funds to be held in escrow for the purposes of paying for an annual audit of the Carrier's STOA-qualifying activity. The City shall be entirely responsible for retaining and paying for the auditor's services. Escrowed funds not used toward payment of the audit shall be released by the City to the Carrier. At the one-year anniversary of this agreement, and upon each subsequent anniversary thereafter, the City and the Carrier will assess the administrative costs and escrowed amounts and adjust them to reflect actual expenses and requirements.

9. Notices and other communications to be delivered under this contract shall be in writing and shall be deemed to have been given if personally delivered to the other party, or if sent by certified mail, return receipt requested as follows:

If to the City:

City of Glen Cove
Office of the Mayor
9 Glen Street
Glen Cove, New York 11542

If to the Carrier:

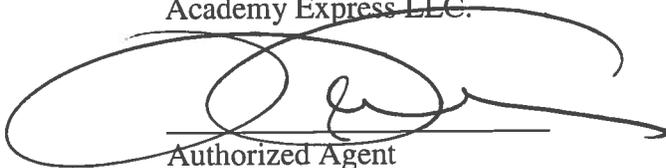
Academy Express LLC
111 Paterson Avenue
Hoboken, New Jersey 07030

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials and officers as of the day and year first above written.

City of Glen Cove:

Academy Express LLC.

Authorized Agent



Authorized Agent

Printed Name

Francis Telesco

Printed Name

