

Resolution 6-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept a donation of \$5,000 from Teresa Della Veccio for the purpose of purchasing plant material for the Glen Cove Beautification program, special attention to the Triangle parcel located at the Junction of Dosoris lane and Lattingtown Rd.

Resolution 6-B

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the claim of Anthony Fasano, 220 Lawrence Lane, Glen Cove in the amount of \$48.86.

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to sign the contract proposal of the City of Glen Cove approved On-Call roadway consultant, LiRo, for professional survey, design, and construction bid review services, inclusive of soil borings and reproduction expenses, in the amount not to exceed \$174,100. All services in conjunction with the DPW 2020 Roadway program.

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, the City of Glen Cove, herein called MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

NOW, THEREFORE, BE IT RESOLVED BY, the Glen Cove City Council,

1. That the filing of an application in the form required by the State of New York in conformity with applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.
2. That Mayor Timothy Tenke, or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE:
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for the State share of such costs.
4. That four (4) Certified Copies of this Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.
5. That this resolution shall take effect immediately.

Resolution 6-E

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes Salvatore Bifone, John Calamusa, Peter Michaleas, David Milanese, to attend a training class for Taser Instructor training, offered by Axon, on March 30, at a cost of \$495.00 each.

Fund Line: A3120 - 55442

Resolution 6-F

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to authorize the Inter Agency Council to erect 2020 Census lawn signs beginning March 25th through April 30th 2020.

Resolution 6-G

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes Yelena Quiles to attend 15th Annual NYSAMPO Long Island Regional Conference and Tradeshow, March 18 – 19, 2020, at East Wind Conference Center, at an estimated cost of \$372.00.

Fund Line: A1310-5442

Resolution 6-H

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to renew the Emblemhealth dental plan. The contract term is April 1, 2020 Through March 31, 2021 and the rates are \$24.43 per month for a family plan and \$6.24 per month for an individual plan.

Resolution 6-I

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to renew the Golf Cart Service contract between North Shore Golf Car Service Inc., and The City of Glen Cove, Municipal Golf Course, for a term of one year for the amount \$7,625 to include annual service, inspections, and cleaning of 61 Golf Carts and such other terms and conditions as the Mayor deems appropriate.

Resolution 6-J

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to add additional names to be engraved to the monument at Morgan Park. Total cost: \$2,500.

List of names to be added to back side of Landing WWII Monument:

JAMES CURRAN
EDWARD CZAJKOWSKI
EUGENE CZAJKOWSKI
THEODORE CZAJKOWSKI
GEORGE DELISLE
JOHN DONALDSON
ADOLPH GRABOWSKI
EDWARD GRABOWSKI
MATHEW KARPINSKI
BEN LEVY
JOSEPH PALMIROTTO
WILLIAM PEET
JOHN ROBSON
BENNIE SCHOLZ
JOSEPH YOUNG
LOUIS YOUNG
MORRIS YOUNG

Fund Line: H7140-52260

(Proposed by Mayor Tenke)

Resolution 6-K

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a lease agreement with OGR80 Corp on behalf of the Glen Cove Youth Bureau for the lease of office space for the term of one year at the rate \$428 per month.

Resolution 6-L

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Tyler Technologies for MUNIS training for the Finance department at a cost of \$5,775. Training will include 5 fully dedicated sessions, at 8 hours per session, with a maximum of 12 employees per session for all MUNIS modules currently in use.

Resolution 6-M

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to renew the service contract from Stryker for 5 years of service which includes, parts, labor, travel, 1 annual preventative maintenance, unscheduled service. This contract is for 3 stair chairs which are used on almost every call to allow EMS providers to remove the patient from a building in a seated position to the ambulance stretcher.

Fund Line: A4540-55420

Resolution 6-N

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter in an agreement with Nassau County BOCES and Apple to be able to piggyback on their contract for Apple products.

Resolution 6-O

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Selfhelp Community Services, Inc., for Selfhelp's Virtual Senior Center Program with the Glen Cove Senior Center for a period of (10) ten months; commencing 2/12/2020 and ending 12/31/2020.

Fund Line: A7030-55438 (reimbursed by Nassau County Title III-C)

Resolution 6-P

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an Agreement with the Law Offices of Scott Stone PLLC for tax certiorari matters

Resolution 6-Q

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION OF THE GLEN COVE CITY COUNCIL REFERRING A CONCEPT PLAN AND APPLICATION NARRATIVE FOR INCENTIVE BONUSES FOR THE VILLAS, LOCATED AT 135 GLEN COVE AVENUE, GLEN COVE, NEW YORK

WHEREAS, the Villas are located at 135 Glen Cove Ave., Glen Cove, New York more specifically described at Section 21, Block 244, Lot 55, 60, 61, 66 and Section 21, Block 38, Lots 152, 196 (1 Ralph Young Ave.), 202 (5 Ralph Young Ave) and 203 (8 Craft Ave) of the Nassau County Land and Tax Map; and

WHEREAS the Villas have submitted an application for a concept plan and application narrative for incentive bonuses to the Glen Cove City Council, in accordance with Chapter 280, Article XV, Section 280-73.3(H) of the Glen Cove City Code; and

WHEREAS Chapter 280, Article XV, Section 280-73.3(H-5) of the Glen Cove City Code provides "The City Council, upon receipt of a concept plan and application narrative shall forward the application to the Planning Board for recommendation on incentives, bonuses, conceptual site plan, and application for waiver of hillside protection provisions" (emphasis added); and

WHEREAS, in order to comply with New York State's Open Meetings Law, the City Council must forward the above mentioned application at an open, public meeting and must do so by resolution; and

WHEREAS, Chapter 280, Article XV, Section 280-73.3(H-5) of the Glen Cove City Code mandates the referral of the above mentioned application narrative for incentive bonuses to the Planning Board of the City of Glen Cove upon receipt of same by the Glen Cove City Council; and

WHEREAS, the City Council and Mayor of the City of Glen Cove do not approve or disapprove of the application, expressly or impliedly, by virtue of the referral herein and expressly reverse all rights to consider the merits of the application if and when same is required by law; and

WHEREAS, the City Council and Mayor of the City of Glen Cove are not and have not made any determination, whatsoever, prior to the date of this resolution or by virtue of the passage of this resolution other than to refer the matter to the Planning Board as part of a ministerial mandate contained in the City Code; and

NOW, THEREFORE, BE IT RESOLVED, that the Glen Cove City Council hereby refers the above mentioned matter to the City of Glen Cove Planning Board in accordance with Section 280-73 (H – 5) for its report and recommendation; and

BE IT FURTHER RESOLVED, the Glen Cove City Council respectfully requests that the City of Glen Cove Planning Board include an opinion and recommendation on whether the application referred herein constitutes a new application or a modification to a pre-existing site plan.

Ordinance 6-R

ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK,
ADOPTED FEBRUARY 11, 2020, MAKING CERTAIN
FINDINGS AS REQUIRED BY THE STATE
ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR
VARIOUS CAPITAL PROJECTS IN AND FOR THE CITY

Recitals

WHEREAS, the City of Glen Cove, in the County of Nassau, New York (herein called the "City") has determined to undertake certain capital projects and to acquire certain equipment, all as set forth in **Schedule I** attached hereto and made a part hereof, at an estimated maximum cost of \$6,038,075.00 (collectively, the "Project"); and

WHEREAS, the City Council of the City of Glen Cove has reviewed the potential environmental impacts associated with said Project;

Now, therefore,

THE CITY COUNCIL OF THE CITY OF GLEN COVE, IN THE COUNTY OF NASSAU, STATE OF NEW YORK, HEREBY ORDAINS (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City Council of the City of Glen Cove, in the County of Nassau, New York (herein called the "City"), declare itself lead agency and determines the proposed Project is a Type II Action pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R., Regulations Part 617.5 (c) and no further action is required.

Section 2. This ordinance shall take effect immediately.

Ordinance 6-R

The adoption of the foregoing ordinance was seconded by
_____ and duly put to a vote on roll call, which resulted as
follows:

AYES:

NOES:

The ordinance was declared adopted.

Ordinance 6-S

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED FEBRUARY 11, 2020, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$6,038,075, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSES, AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,038,075 TO FINANCE SAID APPROPRIATION

THE CITY COUNCIL OF THE CITY OF GLEN COVE, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY ORDAINS (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City Council of the City is hereby authorized to construct, acquire or undertake the various projects as described in **column A of Schedule I**, attached hereto and made a part hereof, at the estimated maximum costs indicated in **column B of said Schedule I**. The estimated total cost of such projects, including preliminary costs and costs incidental thereto and the financing thereof, is \$6,038,075 and said amount is hereby appropriated for such purposes. The plan of financing includes the issuance of bonds of the City in the principal amount of not to exceed \$6,038,075 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. Any grant and other funds received on account of the projects referred to in **column D of said Schedule I** are hereby authorized to be applied toward the cost of

Ordinance 6-S

such projects or the payment of debt service relating to any bonds or notes issued to finance such projects.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$6,038,075 are hereby authorized to be issued in the principal amounts indicated in **column C of said Schedule I** for each of the respective objects or purposes indicated in **column A of said Schedule I**, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes and classes of objects or purposes for which said bonds are authorized to be issued, within the limitations of §11.00 a. of the Law as indicated in **column F of said Schedule I**, are set forth in **column E of said Schedule I**.

Section 4. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this ordinance. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the City for expenditures made after the effective date of this ordinance for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Ordinance 6-S

Section 5. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this ordinance and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the City Controller, the chief fiscal officer of the City.

Section 7. The validity of the bonds authorized by this ordinance, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

Ordinance 6-S

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such ordinance, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 8. This bond ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing ordinance, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in the "*Glen Cove Herald Gazette*," a newspaper having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

The adoption of the foregoing ordinance was seconded by

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The ordinance was declared adopted.

Schedule I
2020 Capital Improvement Plan

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
Golf Course					
Acquisition of utility cart	\$14,000	\$14,000		5	32
Fire Department					
Acquisition of various Fire Department equipment	206,141	206,141		5	32
Senior Center					
Replacement of carpet	35,000	35,000		5	35
DPW Yard					
Road improvements, including drainage	520,000	520,000		15	20 (c)
Tree planting, trimming and removal	75,000	75,000		5	57
Acquisition of mechanic lift	150,000	150,000		15	28
DPW Administration					
Reconstruction of court facility roof	50,000	50,000		10	12(a)(3)
Acquisition of new dispenser and manhole replacement	18,669	18,669		5	35
DPW Roads					
Road improvements, including design	1,800,000	1,800,000		15	20 (c)
DPW Water					
Construct Air Stripper enclosure at Duck Pond Facility	150,000	150,000		40	1
Plans and Specifications for McLoughlin Street Tank rehabilitation	300,000	300,000		5	62
DPW Sanitation					
Acquisition of a Sanitation Truck	155,491	155,491		15	28
Ferry					
Additional electric source	6,918	6,918		5	13
Acquisition of security cameras	4,855	4,855		5	32
Plans and specifications for parking lot improvements	41,500	41,500		5	62

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
Finance					
Acquisition of computer hardware and software	6,800	6,800		5	32 and 108
Building					
Acquisition of computer hardware and software	76,180	76,180		5	32 and 108
Code Enforcement					
Acquisition of a vehicle	25,000	25,000		3	77
Police					
Acquisition of mobile communication/computer upgrade for vehicles	26,365	26,365		5	32
Acquisition of new duty holsters	12,543	12,543		5	32
Acquisition of double wall fuel tank generator	8,000	8,000		5	32
Acquisition of 2 vehicles and related markings and equipment	126,830	126,830		3	77
Acquisition of mobile communication devices	30,090	30,090		10	25
Harbor Patrol					
Acquisition and installation of an office trailer	38,500	38,500		5	32
Parks and Recreation					
Improvements to Morgan Park restrooms	360,000	360,000		15	12(a)(2)
IDA/CDA					
Purchase of a Loop Bus	70,000	70,000	59,500	5	29
Improvements to the Brewster Street Parking Garage	293,000	293,000	293,000	15	12(a)(2)
Plans and specifications for rehabilitation of the East Island Tidal Gates	35,000	35,000		5	62
Rehabilitation of the East Island Tidal Gates - Construction	755,000	755,000	521,370	5	35
Improvements to BID Alleyways	20,000	20,000	20,000	5	35
Pedestrian Improvements for Glen Cove Downtown Business Improvement District	364,193	364,193	291,354	10	90

A Project Description (object or purpose)	B Estimated Maximum Cost	C Amount of Bonds Authorized	D Grant Funds	E Period of Probable Usefulness	F PPU Section 11.00 a Reference
Study related to Western Gateway Strategic Plan	30,000	30,000	30,000	5	62
Downtown Parking Connections	60,000	60,000	30,000	15	12(a)(2)
Lead Service Line Replacement Program	125,000	125,000	125,000	40	1
Information Technology					
Website Redesign	<u>10,000</u>	<u>10,000</u>	_____	5	108
TOTAL CAPITAL PLAN 2020	<u>\$6,038,075</u>	<u>\$6,038,075</u>	<u>\$1,370,224</u>		

Resolution 6-T

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Arrow Exterminating Co. Inc., for Pest Control Services at the Glen Cove Senior Center at a rate of \$175/mo for one year from 2/2020 through 1/2021.

Initial Visit and Service: \$875 Fund Line: A7030-55420

Monthly Service: \$175/mo Fund Line: A7030-55438

Resolution 7-A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that Jailyn Gonzalez is hereby appointed as a part-time Youth Services Worker at \$11.00 per hour effective February 12, 2020.

Resolution 9-A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that that the City Council hereby amend the annual salary of Christine Rice from \$85,000 to \$90,000, effective retractive to January 1, 2020.

Resolution 9-B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that that the City Council hereby amend the annual salary of Anthony Frisa from \$100,000 to \$105,000, effective retractive to January 1, 2020.

Resolution 6-B



Timothy Tenke
Mayor



Phone: (516) 676-2000
Fax: (516) 676-0108
www.glencove-li.us

CITY OF GLEN COVE

City Hall
9 Glen Street
Glen Cove, NY 11542-4106

Mr. David Hutchinson
Claims Service Bureau
21 Hempstead Avenue
Lynbrook, New York 11563

Claimant's Name: Anthony Fasano
Claim Settled: _____

Re: CLAIM NO.: 20-2709

Dear Mr. Hutchinson:

Enclosed please find a Notice of Claim for the above referenced matter.

Sincerely,

Office of the City Clerk

cc: Gregory Kalnitsky - City Attorney

Timothy Tenke
Mayor



CITY OF GLEN COVE

City Hall
9 Glen Street
Glen Cove, NY 11542-4106

Phone: (516) 676-2000
Fax: (516) 676-0108
www.glencove-li.us

RECEIVED

Date 1/24/20

Time 9:20

OFFICE OF CITY CLERK
GLEN COVE

Notice of Claim

1. Please fill out attached Notice of Claim form.
2. Sign back of form in the presence of a Notary Public.
3. Attach any estimates, photos or bills to support you claim.
4. Return completed form **within 90 days of occurrence** for processing to:

City Clerk Office
Glen Cove City Hall
9 Glen Street
Glen Cove, NY 11542

- If sending by mail, make sure it is via certified mail.

In the Matter of the Claim of

TO:

SIR(s): PLEASE TAKE NOTICE that the claimant herein hereby make claim and demand against

as follows:

1. The name and post-office address of each claimant and of his attorney is:

MR ANTHONY FASANO
220 LAWRENCE LANE
GLENN COVE NY 11542

2. The nature of the claim:

ACCIDENT: ENGINE 529 STATE SWEEPED MY CAR!

3. The time when, the place where and the manner in which the claim arose:

DECEMBER 24 2019
8:30 PM
21 GAFFNEY STREET - GLENN COVE

4. The items of damage or injuries claimed are:

BROKEN OUTSIDE MIRROR & GLASS ASSEMBLY
DAMAGED!! DRIVERS SIDE!!

Ship To:

anthony fasano
 220 LAWRENCE LN
 GLEN COVE, NY 11542-4012
 United States
 15162635971
 anthonyfasano2000@yahoo.com

Bill To:

anthony fasano
 220 LAWRENCE LN
 GLEN COVE, NY 11542-4012
 United States
 15162635971
 anthonyfasano2000@yahoo.com

	Part Number	Part Type	Price EA	Core EA	Quantity	Total
2010 MITSUBISHI LANCER 2.0L L4						
K SOURCE	67536B	Outside Mirror & Glass Assembly	\$ 36.99	\$ 0.00	1	\$ 36.99
Shipping	Ground					\$ 7.99
Tax						\$ 3.88
Order Total						\$ 48.86

When the last item on your order ships, we will send an email listing tracking numbers for all the items on the order.

To **CHECK ORDER STATUS, MAKE CHANGES, ARRANGE A RETURN** (including Cores) or **REPORT A PROBLEM** visit <http://www.rockauto.com/orderstatus>

Order Number: 128344810

placed Monday, December 30, 2019 11:04 AM

PACKING LIST



Ship Via: Ground (FedEx)

From:
RockAuto, LLC
3030 East Maria St
Rancho Dominguez, CA 90221
US

Ship To:
anthony fasano
220 LAWRENCE LN
GLEN COVE, NY 11542-4012
United States

Returns

To arrange a return (including cores)
or report a **problem**, please visit:

www.rockauto.com/orderstatus

Your return request will be accepted
until:

January 30, 2020

*For more information, visit the RockAuto Help page:
www.rockauto.com/help*

<u>Manufacturer</u>	<u>Part Number</u>	<u>AutoPart Category</u>	<u>Quantity Shipped</u>	<u>Quantity Ordered</u>
2010 MITSUBISHI LANCER 2.0L L4				
K SOURCE	67536B	Outside Mirror & Glass Assembly	1	1

Thank you for choosing us as your parts supplier!



CITY OF GLEN COVE POLICE



1 BRIDGE STREET GLEN COVE, NY 11542 (516) 676-1892

Hours: Mon - Fri 9am - 5pm \$15.00 Report Fee

ACCIDENT REPORT INFORMATION EXCHANGE

ACCIDENT #: GL- 842 - 19

OPERATOR NAME: William Peet

OPERATOR DRIVER LICENSE #: 585566096 STATE: NY

VEHICLE LICENSE PLATE #: Engine 529 STATE: NY

VEHICLE INSURANCE COMPANY NAME: _____

VEHICLE INSURANCE POLICY # Ins. Code 999



BEFORE



AFTER



Resolution 6-C





INTER-OFFICE MEMO

To: Gaspare Tumminello, City Clerk
Timothy Tenke, Mayor

From: Louis Saulino, P.E. Director of Public Works

Date: January 30, 2020

Re: Proposal for Engineering Services for the 2020 Road Improvement Program



Resolution to authorize the Mayor to sign the contract proposal of the City of Glen Cove approved On-Call roadway consultant, LiRo, for professional survey, design, and construction bid review services, inclusive of soil borings and reproduction expenses, in the amount not to exceed \$174,100. All services in conjunction with the DPW 2020 Roadway program.

The following streets are included in the 2020 Roadway Program.

- Albin Street – full length
 - Carpenter Street Extension – 300 ft.
 - Charles Street – 500 ft.
 - Circle Drive – full length
 - Dartmouth Drive – full length
 - Fourth Street – full length
 - Old Tappan Road – full length
 - Willetts Road -
 - St. Andrews lane
- Fund Line: H5110-52260-1811





LiRo Engineers, Inc.

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

January 28, 2020

Louis Saulino, P.E. Director of Public Works
City of Glen Cove
Glen Cove City Hall
9 Glen St.
Glen Cove, NY 11542

Re: Proposal for Engineering Services for the 2020 Road Improvement Program

Dear Mr. Saulino,

As requested, we respectfully submit this proposal for professional engineering services for the 2020 Road Improvement project that we discussed. It includes the roads as outlined below.

We identified these candidates for the 2020 Road Program as follows:

Albin Street

Full length. – approximately 900 ft.

Base repairs, milling and paving

Preliminary construction estimate \$ 60,000

Carpenter Street extension

Approx. 300 ft.

Base repairs, milling and paving

Preliminary construction estimate \$ 30,000

Charles Street

Glen Cove Av. To Continental Pl. – approx. 500 ft.

Base repairs, milling and paving

Preliminary construction estimate \$ 100,000

Circle Drive

Milling T&L and paving – full length

Preliminary construction estimate \$ 125,000

Dartmouth Drive

Full length

Reconstruction – mix in place

Minor curb repair

Preliminary construction estimate \$ 45,000



Glen Cove 2020 Road Improvement engineering services proposal

Fourth Street

Full length – approximately 1500 ft.	
Reconstruction or milling and paving	
Full curb replacement with curb & gutter	
Sidewalk & apron replacement	
Preliminary construction estimate	\$ 350,000

Old Tappan Road - full length

Lindbergh to Petite	
Milling T&L and paving – full length	
Minor curb repair	
Preliminary construction estimate	\$ 375,000

Willetts Road – Circle Dr. to Circle Dr.

Length. – approx. 900 ft.	
Milling and paving	
Preliminary construction estimate	\$ 32,000

St. Andrews Lane – Elliot Pl. to Walnut Rd.

Base repairs, milling and paving	
Portions of curb, apron & sidewalk replacement	
Preliminary construction estimate	<u>\$ 350,000</u>

Total Estimated construction cost \$1,467,000

Scope and Fees

Our estimate to provide engineering services for the design and bid phase for the project is as follows:

A.	Survey Services	
	In-field design road survey and preparation of base maps and construction layout preparation	
	Fourth Street and St. Andrews Lane	\$ 30,000
B.	Engineering Design Services	
	Preparation of drawings and specifications, provide contract bid documents, plans, cross sections and details.	\$ 135,300



Glen Cove 2020 Road Improvement engineering services proposal

C.	Bid Phase Services		
	Compilation of documents		
	Attend Bid opening		
	Review bids		
	Recommendations		<u>\$ 3,500</u>
		Subtotal	\$ 168,800
	Out-of-pocket expenses estimate for printing costs.		\$ 800
	Pavement cores/test holes (contingency)		\$ 4,500
	Estimated Cost for Design and Bid Phase Services –	Total	\$ 174,100

Note that LiRo will provide a proposal for cost for Construction Phase Services at a later date.

Engineering Services shall be in accordance with the conditions outlined in LiRo's standard agreement with the City dated June 17, 2014 and by City Resolution dated January 1, 2018. Compensation shall be at 3.0 times the direct salary for Engineering and Surveying services and 2.3 times direct salary for full time review of construction activities as well as reimbursement for approved out-of-pocket expenses at cost. Maximum rate for professional services shall be \$195/hr.

Attached find our Staffing Table.

Should you approve, please indicate your authorization below, and return a signed copy to this office.

If you have any questions, please contact me.

Sincerely,

Paul Stevens, P.E., Associate Vice President

_____ Authorization

_____ Date

ENGINEERING SERVICES FOR 2020 ROAD IMPROVEMENT PROGRAM
 for the City of Glen Cove

1/29/2020

STAFFING TABLE

TASK	Title	Hourly rate	Hours	is Total
SURVEY	Survey crew	\$120	150.0	\$18,000
	Survey technician	\$125	96.0	\$12,000
				\$30,000
DESIGN	Engineer	\$195	60.0	\$11,700
	Senior Engineering technician	\$150	720.0	\$108,000
	Draftsperson	\$150	104.0	\$15,600
sub total				\$135,300
BID	Technical Staff	\$110	10	\$1,100
	Senior Engineering technician	\$150	16	\$2,400
				\$3,500
Sub contractor	Other services (cores)			\$4,500
	Printing costs (out of pocket)			\$800
Total				\$174,100

Resolution 6-D





INTER-OFFICE MEMO

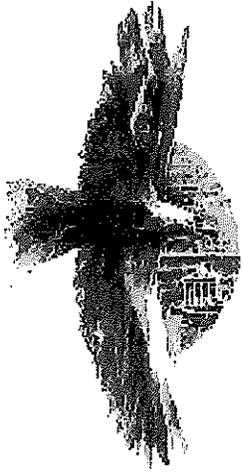
To: Gaspare Tumminello, City Clerk
Timothy Tenke, Mayor

From: Louis Saulino, Director of Public Works

Date: January 14, 2020

Re: 2020 STOP PROGRAM APPLICATION

Every year the City is required to submit an application for assistance from the Department of Environmental Conservation. The program Stop Throwing Out Pollutants (STOP), allows City residents to get rid of their hazardous waste in a safe way, without having the pollutants in the landfills, where they can make their way into the soil and our drinking water. This City has (2) two events as recommended by the Department of Environmental Conservation since residents drop off hazardous materials all year round.



HHW State Assistance Program SCHEDULE OF PURCHASES

Applicant:	City of Glen Cove
What is the calendar year covered by this request? January – December?	2020

A. Contractual Expenses for HHW Collection or Disposal (Contractual costs)

#	Description of Expense & Vendor	Check Number	Check Date	Amount
1	MXT Environmental Services LLC.			\$40,000.
2	To remove Household Hazardous			\$
3	Waste on (2) dates 4/18/2020 & 9/26/2020			\$
4	Subtotal Contractual Amount (Add lines 1-3)			\$40,000.
5	Subtract Cost of Ineligible Wastes (Asbestos, Electronics, Latex Paint, Tires, etc. see pg. 5)			-\$
6	Subtract Costs for CESQG, farm and municipality's wastes			-\$
7	Subtract funds received directly from participants, or other financial assistance			-\$
8	Total Eligible HHW Management Costs (line 4 minus lines 5-7)			\$40,000.
9	State Grant Funds (50% of Line #8)			\$20,000.
10	Local Match Funds (50% of Line #8)			\$

Copy the amounts in lines 9 and 10 to Forms Menu > Expenditure Budget > Contractual

B. Public Education/Promotion/Educational Expenses (Other Expenses)

#	Description of Expense & Vendor	Check Number	Check Date	Amount
11	Brochures, mailings & signs			\$6,300.
12	Advertisements			\$
13				\$
14				\$
15				\$
16				\$
17				\$
18				\$
19				\$
20				\$
21	Total Public Education Amount (Add lines 11-20) insert more lines if needed			\$6,300.
22	State Grant Funds (50% of Line #21)			\$3,150.
23	Local Match Funds (50% of Line #21)			\$

Copy the amounts in lines 22 and 23 to Forms Menu > Expenditure Budget > Other Expenses Detail

Total Contractual and Education Expenses	(Add lines 8 and 21)	\$ 46,300.
State Assistance Requested	(Add lines 9 and 22)	\$ 23,150.

Attachment S

Sexual Harassment Prevention Certification Form

By submission of this application, each applicant and each person signing on behalf of any applicant certifies, and in the case of a partnering application each party thereto certifies as to its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Applicant: City of Glen Cove

Signature: Emanuel J. Greca

Print Name and Title: Emanuel J. Greca - General Foreman

Date: 01/14/2020

If the above certification cannot be made, the applicant must submit a signed statement below detailing the reasons why the certification cannot be made.

Applicant: _____

Signature: _____

Print Name and Title: _____

Date: _____

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, authorizing the signing of an application for State Assistance, authorizing the signing of a State Contract, and assuring funding of the municipal portion of the cost of the project as regularly adopted at a legally convened meeting of the

(Name of Governing Body of the Applicant)

duly held on the _____ day of _____,

and further that such Resolution has been fully recorded in the

_____ in my office.

(Title of Record Book)

In witness whereof, I have hereunto set my hand this _____ day

of _____.

If the Applicant has an Official Seal,
Impress here.

Signature of Recording Officer

If not, then please sign both
certificates in original signatures.

Title of Recording Officer

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, authorizing the signing of an application for State Assistance, authorizing the signing of a State Contract, and assuring funding of the municipal portion of the cost of the project as regularly adopted at a legally convened meeting of the

(Name of Governing Body of the Applicant)

duly held on the _____ day of _____,

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(Name of Governing Body of the Applicant)

duly held on the _____ day of _____,

and further that such Resolution has been fully recorded in the

_____ in my office.

(Title of Record Book)

In witness whereof, I have hereunto set my hand this _____ day
of _____.

If the Applicant has an Official Seal,
Impress here.

Signature of Recording Officer

If not, then please sign both
certificates in original signatures.

Title of Recording Officer

Resolution 6-E



Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencoveny.org



CITY OF GLEN COVE
OFFICE OF THE CITY CONTROLLER
City Hall, 9 Glen Street, Glen Cove, NY 11542

Phone: (516) 676-2000
Fax: (516) 759-6791
www.glencove-li.us

TRAINING REQUEST FORM

Date: January 29, 2020

Your Name: Sgt. Salvatore Bifone Department: Police

Class Requested: Taser Instructor Re-certification Cost of Class: \$495.00

Date(s) of Class(es): March 30 2020

Costs Associated with Class:

Airfare: _____ Car Service: _____

Hotel: _____ Meals: _____

Rental Car: _____ Parking: _____

Gas: _____

Mileage: _____

Tolls: _____

Address of training class: Hempstead Police Range

Total Estimated Cost of Class: \$495.00

FUND LINE: A3120-55442

Department Head Signature: _____

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencoveny.org



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

Phone: (516) 676-2000
Fax: (516) 759-6791
www.glencove-li.us

TRAINING REQUEST FORM

Date: January 29, 2020

Your Name: PO John Calamusa Department: Police

Class Requested: Taser Instructor Re-certification Cost of Class: \$495.00

Date(s) of Class(es): March 30 2020

Costs Associated with Class:

Airfare: _____ Car Service: _____

Hotel: _____ Meals: _____

Rental Car: _____ Parking: _____

Gas: _____

Mileage: _____

Tolls: _____

Address of training class: Hempstead Police Range

Total Estimated Cost of Class: \$495.00

FUND LINE: A3120-55442

Department Head Signature: _____

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencoveny.org



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Phone: (516) 676-2000
Fax: (516) 759-6791
www.glencove-li.us

TRAINING REQUEST FORM

Date: January 29, 2020

Your Name: PO Peter Michaleas Department: Police

Class Requested: Taser Instructor Re-certifi Cost of Class: \$495.00

Date(s) of Class(es): March 30 2020

Costs Associated with Class:

Airfare: Car Service:

Hotel: Meals:

Rental Car: Parking:

Gas:

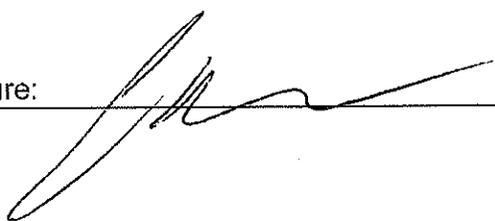
Mileage:

Tolls:

Address of training class: Hempstead Police Range

Total Estimated Cost of Class: \$495.00

FUND LINE: A3120-55442

Department Head Signature: 

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencoveny.org



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

Phone: (516) 676-2000
Fax: (516) 759-6791
www.glencove-li.us

TRAINING REQUEST FORM

Date: January 29, 2020

Your Name: Det. David Milanese Department: Police

Class Requested: Taser Instructor Re-certification Cost of Class: \$495.00

Date(s) of Class(es): March 30 2020

Costs Associated with Class:

Airfare: _____ Car Service: _____

Hotel: _____ Meals: _____

Rental Car: _____ Parking: _____

Gas: _____

Mileage: _____

Tolls: _____

Address of training class: Hempstead Police Range

Total Estimated Cost of Class: \$495.00

FUND LINE: A3120-55442

Department Head Signature: _____

A handwritten signature in black ink, appearing to be 'D. Milanese', written over a horizontal line.

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

MY DASHBOARD

TASER CEW Instructor Certification

Course Information

Mon, Mar 30th 2020 08:00 am – 05:00 pm EDT

Date: Mon, Mar 30th 2020 08:00 am – 05:00 pm EDT

Add To Calendar

Instructors: training@axon.com, Training

Hempstead Outdoor Training Facility

450 A Milbourn Ave
Hempstead, NY 11550
US

Description: TASER X26P, X2 and the new TASER 7 Instructor certification course – With the release of Version 21, we have reformatted the Instructor course to teach students how to develop and safely execute scenarios and isolation drills, provide more in depth scenario training, and Virtual Reality training. Students will learn how to develop and safely implement scenarios, Isolation drills and conduct teach backs to hone their Instructor skills. You will be certified to instruct others on the use of one or more of the X26P, X2 and TASER 7 TASER Conducted Energy Weapons. The online portion is a prerequisite to attend the ONE Day in-classroom training. (All Students attend just one day).

What to bring: Dress is casual. Bring your department issued TASER holster (if applicable). Holsters will be available for those who need them. Please bring your duty belt with NO firearms, ammunition, or weapons of any kind.

Reminder: The online portion of this course is required to be completed before training date. You will receive access to your online learning two weeks before your training dates, email training@axon.com for assistance if you have any issues with access.

Purchase Course Now

Already Purchased Access? Select a Session to Enroll In.

Hempstead, NY | 3/30/2020

ENROLL IN SESSION

Enter your email address to access this course:

Submit Email

WHAT'S INCLUDED

Resolution 6-G





Timothy Tenke
 Mayor
Michael A. Piccirillo
 Controller
mpiccirillo@glencoveny.gov

CITY OF GLEN COVE
OFFICE OF THE CITY CONTROLLER
 City Hall, 9 Glen Street, Glen Cove, NY 11542

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 Fax: (516) 759-6791
www.glencove-li.us

TRAINING REQUEST FORM

Date: 1/24/2020

Your Name: Yelena Quiles

Department: Finance

Class Requested: 15th Annual NYSAMPO LI Regional Conf Cost of Class: no fee due to Scholarship

Date(s) of Class(es): March 18-19, 2019

Costs Associated with Class:

Airfare:

Car Service:

Hotel: \$129x2=\$258

Meals: \$50

Rental Car:

Parking:

Gas:

Mileage: 55.4x2x.575=63.71

Tolls:

Total Estimated Cost of Class plus Expenses: \$371.71

FUND LINE: A1310-55442

Department Head Signature: 

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

» Event Information

Vendor Information
(/insidepages/events/vendors.cfm?eventid=36DCC455-5056-8960-3ED7-B798220EADF4)

Attendee Information
(/insidepages/events/attendees.cfm?eventid=36DCC455-5056-8960-3ED7-B798220EADF4)

Accommodations
(/insidepages/events/accommodations.cfm?eventid=36DCC455-5056-8960-3ED7-B798220EADF4)

Platinum Sponsor

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(<http://www.auctionsinternational.com>)

BidNet Direct
(<http://www.BidNetDirect.com/new-york>)

Sourcewell (<http://www.sourcewell-mn.gov>)

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Negometrix Inc
(<https://www.negometrix.com/us/>)

SDVOSB Materials | Veteran Electrical
(<http://sdvosbmaterials.com/>)

Stationary Sponsor

WB Mason (<http://wbmason.com>)

15th Annual NYSAMPO Long Island Regional Conference & Tradeshow

Mar 18 - 19, 2020
East Wind Conference Center
5720 Rte 25A
Wading River, New York 11792

Add to My Calendar (/common/calendar.cfm?title=15th%20Annual%20NYSAMPO%20Long%20Island%20Regional%20Conference%20%26%20Trad

The Long Island Conference will return to The Inn and Spa at East Wind in Wading River, New York. The Conference is attended by Purchasing Professionals from School Districts, Counties, Cities, Towns, and other municipalities. You will benefit from ongoing support of our members through education, certification and networking opportunities. SAMPO offers a broad program of classes, seminars and events that work to help members raise their level of knowledge, expertise and standards of excellence in the field of public purchasing. As an attendee, your participation at the Conferences will indeed enhance your success. **View the schedule.**

(<https://s3.amazonaws.com/images.chaptermanager.com/chapters/7c7cdd6a-ff70-8eca-4c47-4a4c5c2cc73e/files/schedule-1579278831033.pdf>)

SAMPO continues its tradition as the leading resource for New York State's public procurement professionals. Vendors who attend our Spring Conferences year after year will be available to discuss products, equipment and services at their individual booths and during the lunch-in on the first day of the conference.

We are looking forward to seeing you at the Spring Conference!

Joanne Sharrott
NY SAMPO Regional Representatives

Vendor Information (vendors.cfm?eventid=36DCC455-5056-8960-3ED7-B798220EADF4)

Attendee Information (attendees.cfm?eventid=36DCC455-5056-8960-3ED7-B798220EADF4)

For more information, contact:

Joanne Sharrott, CPPB

Phone: (631) 244-2215

jsharrott@ccsdli.org (mailto:jsharrott@ccsdli.org)

Map & Location:

Start address: [Get Driving Directions](#)



View Larger Map (<https://maps.google.com/maps?q=5720%20Rte%2025A%2C%20Wading%20River%2C%20New%20York%2011792&source=embed&iwloc=A>)

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Wednesday March 18, 2020*

7:30– 8:30	<u>Lobby</u> Registration		
8:00 – 9:00	<u>Southampton</u> Welcome & Buffet Breakfast		
8:30 – 9:55	<u>Southampton</u> Spotlight on Vendors		
10:00 – 11:15	<u>Hampton Bays</u> General Session – Key Speaker <u>Changing World, Changing Workforce: Do You Bitmoji?</u> Tammy Rimes <u>Southampton</u> Vendor Opportunity Class Speaker: Nancy Merkle		
11:15 – 12:15	<u>Southampton</u> Spotlight on Vendors		
12:15 – 1:15	<u>Southampton</u> Lunch/Special Recognition of Sponsors/Vendor Raffles		
1:20 – 2:35	<u>Westhampton</u> <u>Vendor Demo</u>	<u>Westhampton</u> <u>Purchasing 1</u> Speaker; Lorraine Hein CPPB Director of Business	<u>Bridgehampton</u> <u>Contract Management: The Least Glamorous Part of the Process</u> Speaker: Tammy Rimes
2:35 – 2:45	Break - SAMPO Giveaways		
2:50 – 4:05	<u>Westhampton</u> <u>Freedom of Information Law: Nuts and Bolts of FOIL</u> Speaker: Kristin O'Neill, Esq. Assistant Director Committee on Open Government	<u>Easthampton</u> <u>Purchasing 2</u> Speaker; Lorraine Hein CPPB Director of Business	<u>Bridgehampton</u> <u>GML Exceptions to Competitive Bidding</u> Speaker: Paul Brennan Director of Purchasing County of Rockland

*Schedule Subject to Change

Thursday March 19, 2020*

7:30– 8:00	<p align="center"><u>Lobby</u> Registration</p>		
7:30 – 8:30	<p align="center"><u>Southampton</u> Welcome & Buffet Breakfast</p>		
8:30 – 9:55	<p align="center"><u>Hampton Bays</u> <u>Update on Case Law and GML</u> Speaker: Mark Stevens Associate Attorney, Division of Legal Services</p>		
10:00-11:15	<p align="center"><u>Westhampton</u> <u>Purchasing Laws for Local Gov.& SD in NYS - GM Law 103-104</u> Speaker Christine Schnell</p>	<p align="center"><u>East Hampton</u> <u>Specification Writing</u> Speaker: Paul Brennan Director of Purchasing County of Rockland</p>	<p align="center"><u>Bridgehampton</u> <u>Round Table</u> Speaker: Danielle Leef</p>
11:20 – 12:35	<p align="center"><u>Westhampton</u> <u>Case Studies</u> Speaker: Mary Anne Sadowski, Esq. Ingerman Smith LLC</p>	<p align="center"><u>East Hampton</u> <u>Antitrust Findings and What to Look Out For</u> Speaker: Helen Christodoulou US Dept. of Justice</p>	
12:40-1:40	<p align="center"><u>Southampton</u> Lunch/SAMPO Give-Away</p>		
1:45 – 3:00	<p align="center"><u>Hampton Bays</u> <u>Jeopardy</u> Speaker: Mary Anne Sadowski, Esq. Ingerman Smith LLC</p>		

*Schedule Subject to Change

Resolution 6-H





Premium Rate Renewal

**Glen Cove City
Main Account Number: DT0000650**

April 1, 2020 Through March 31, 2021

This benefit summary is intended to highlight EmblemHealth's Benefits and should not be relied upon to fully determine coverage. A complete description of Benefits are contained in the Certificate of Coverage that would apply to this proposal.

Plan Type	Dental Plan		Dental Plan		Dental Plan	
	DT0000650		DT0000771		DT0004966	
Benefit Highlights	In-Network	Out-Network	In-Network	Out-Network	In-Network	Out-Network
	Reimbursement	M1	M1	M1	M1	Preferred
Type A	100%	100%	100%	100%	100%	100%
Type B	100%	100%	100%	100%	100%	100%
Type C	100%	100%	100%	100%	50%	50%
Type D	100%	100%	100%	100%	50%	50%
Value Design	No	No	No	No	No	No
Deductible (Type A)	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0
Deductible (Type B)	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0
Deductible (Type C)	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0
Deductible (Type D)	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0
Maximum (Type A, B, C)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Maximum (Type D)	\$915	\$915	\$915	\$915	\$915	\$915
Dependent/Student Age Limit	Age 19 EOY / 19 EOY					

Enrollment Details @ 8/2019

Single	51	7	11
Family	66	4	18
Total	117	11	29
Combined Total	157		

Current Premium Details - Rate Effective Date

	4/1/2019 - 3/31/2020	4/1/2019 - 3/31/2020	4/1/2019 - 3/31/2020
Single	\$6.24	\$6.24	\$17.28
Family	\$24.43	\$24.43	\$67.68
Annual Premium	23,167	1,697	16,900
Combined Annual Premium:	\$41,764		

Renewal Premium Details - Rate Effective Date

	4/1/2020 - 3/31/2021	4/1/2020 - 3/31/2021	4/1/2020 - 3/31/2021
Single	\$6.24	\$6.24	\$17.28
Family	\$24.43	\$24.43	\$67.68
Annual Premium	\$23,167	\$1,697	\$16,900
	\$41,764		

Rate Action		0.0%
Commission:	0.0%	

This proposal is contingent upon meeting the attached Underwriting Assumptions and Conditions

EmblemHealth insurance plans are underwritten by Group Health Incorporated (GHI), Health Insurance Plan of Greater New York (HIP) and HIP Insurance Company of New York (HIPIC).

Authorized Signature / Acceptance of Proposal

Date

Underwriting Assumptions and Conditions:

The Proposal/Renewal Rates are contingent upon meeting the Underwriting Assumptions and Conditions outlined below. Failure to meet these conditions may result in rate re-evaluation or group termination.

Group Eligibility

- Group must have its principal location within an EmblemHealth service area and it must be actively operating its business at all times that EmblemHealth coverage will be in effect.
- Group must have an employer-employee relationship in effect and the employer must contribute at least 50% of overall premium.
- EmblemHealth may request confirmation that the group has a Federal Employee Identification Number (EIN) and evidence of authority to conduct business in New York State.
- EmblemHealth may confirm the size of the group by requesting and evaluating a census or an NYS 45 tax document of the group, which must list all W-2 employees who are eligible for health benefits.
- A group must have more than 100 full time equivalent employees.
- Employer groups can have no more than one open enrollment period, where employees can change benefits, during any one contract period.
- Union groups require Union documentation prior to sale (i.e. Union Charter, Trust Agreement/Bylaws, copy of current Collective Bargaining Agreement that indicates the Union is negotiating wages and benefits signed by the Union president, DOL Filing #, current LM-2 or LM-3 annual filing, current Form M-1 annual report, Two (2) years of audited financials, current Form 5500 inclusive of all 5500 schedules, and Other documents that may be subsequently requested based on a review of all the information available to EmblemHealth).
- Non-eligible groups include Multiple Employer Welfare Arrangements (MEWAs), Professional Employee Organizations (PEOs), Temporary Employment or Staff Leasing Agencies, Virtual Back Offices (VBOs), Associations, Missions, Foreign Embassies, Foreign Residents, and Voluntary Plans.

Employee Eligibility

- For active employees only, Retirees are not covered unless identified in the census or NYS 45 provided by the client at the time of quote.
- Both Retirees and COBRA enrollment cannot comprise more than 10% of the total eligible employees.
- Employees must be permanent full-time employees working a minimum of 20 hours per week on a regularly scheduled basis.
- Eligible dependents include an employee's spouse and unmarried children up to the limiting age.
- Temporary employees, Leased employees (i.e., PEO, etc.), Statutory employees, Individuals who receive 1099 forms and Seasonal employees are not eligible for coverage.

Enrollment Assumption

- EmblemHealth reserves the right to re-evaluate the rates should total enrollment, enrollment by tier, or enrollment demographics change in each individual plan or in aggregate by more than 10% from enrollment provided at the time of proposal/renewal.

Out-of-Area Requirement

- Should the membership of a specific case have 10% or more that falls out of area (excluding NJ and CT) or should the NJ & CT population exceed 30% of the total population, EmblemHealth reserves the right to review the appropriateness of quoting this population.

Funding Arrangement

- Proposed/Renewal rates are on a prospectively rated basis.

Contract Period

- Rates are guaranteed for a period of twelve (12) months from the effective date. Rates will remain in effect for 30 days from the date of this proposal/Renewal. EmblemHealth reserve the right to change these rates if this proposal is not accepted within that time.

Commission

- Commission level has been built into the proposed/renewal rate (shown on rate exhibit).

Plan Offering

- This proposal/renewal assumes Full Takeover Only (no other carriers can be offered alongside EmblemHealth).
- This proposal/renewal assumes standard EmblemHealth plan design.
- A qualified HSA plan must have an annual deductible of at least \$1,400 (for individual coverage) or \$2,800 (for family coverage) and the annual Out-of-Pocket expenses cannot exceed \$6,900 (for individual coverage) or \$13,800 (for family coverage). These amounts are for 2020 and are subject to annual change.
- For plan year beginning in 2020, the annual out-of-pocket maximums for In-Network services will be \$8,150 for an individual and \$16,300 for a family. All Copayments, Deductibles, and Coinsurance paid for In-Network covered Services contribute to the In-Network Out of Pocket Maximum. For 2021 and beyond, the out-of-pocket maximum for In-Network services will be subject to change.
- For employers that offer an underlying plan that covers the employee's out of pocket expenses (deductibles, coinsurance, copays, etc), funding of the employee's account cannot exceed 50% of the total out of pocket expenses. If funding of the employee's account exceeds 50%, this proposal/renewal will be void.

Legislative

- This proposal/renewal is subject to revision pending any Legislative, Judicial or NYSDFS mandate that may affect benefits or administration of contract.

Premium Tax

- The quoted premium will change if changes to applicable New York State premium tax or other taxes and assessments go into effect after the start date of this contract period or renewal.

Billing and Payment of Premium

- Premium is due on the first day of each billing cycle. If the amount due is not paid in full within 30 days of the billing due date, EmblemHealth reserves the right to terminate the contract and/or assess late premium payment charges.

EmblemHealth insurance plans are underwritten by Group Health Incorporated (GHI), Health Insurance Plan of Greater New York (HIP) and HIP Insurance Company of New York (HIPIC).

Resolution 6-I



1 year
\$7,625
① annual service }
② inspections } for 61 golf carts
③ cleaning }
and such other terms +
conditions as the
mayor deems fit

CONTRACT PROPOSAL

This contract is to begin JANUARY 1, 2020 by and between NORTH SHORE GOLF CAR SERVICE INC., hereinafter referred to as the CONTRACTOR and THE CITY OF GLEN COVE, MUNICIPAL GOLF COURSE hereinafter referred to as THE CITY.

WITNESSETH:

It is understood the no verbal understanding not incorporated in this document is to be conceded as binding upon either but it is agreed that should it be found expedient and proper by both to alter, add, or omit any portion of this contract during its existence, that it may be altered or changed only by mutual written agreement, signed by the proper authorized officer of each respective party and that such changes do not invalidate the balance of the contract.

DURATION OF CONTRACT:

This contract shall be in force for a period of 12 months, from the beginning date of this contract.

COMMISSION:

The City agrees to pay \$7,625.00 per year in two payments of \$3,812.50 due March 1st 2020, with like amount August 1st 2020

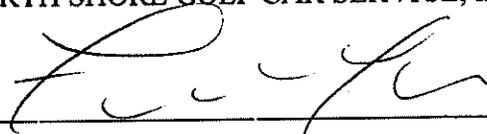
- 49 - Club Car Precedent Gas Powered \$125.00 per year
- 12 - Club Car DS-G Gas Powered \$125.00 per year

STIPULATIONS OF CONTRACT

1. The contractor agrees to perform annual service, which includes the replacement of all oils, filters, plugs and the inspection of all batteries, cables, controls, brakes and connections and their replacement, if necessary. Also, all cars will be pressured washed, cleaned and waxed. This service is to be performed during off season in 2020.
2. **The 49- Club Car Precedent as well as the 12- Club Car DS Model Cars** the City will be charged separately for brakes, batteries, springs, starter/ generators drive or driven clutches, rear differentials, engine overhauls and carburetors at labor rate of \$95.00 per hr. plus parts
3. The contractor agrees to respond with a mechanic within 24 hours to any request for service or maintenance.
4. The contractor agrees to furnish only authorized Club Car parts.
5. The contractor agrees to provide service and maintenance for 61 Club Car Gas Powered golf cars which are solely used for Golf
6. The contractor agrees to keep in full force for the term of this contract:
 - A. Workmen's Compensation and Employee's Liability
 - B. Comprehensive General Liability
 - C. Comprehensive Automobile Liability
(with amounts no less than \$1000.000).
7. The City agrees to supply and install all fuel that is needed for Club Cars.
8. The City agrees to repair or replace any tire or wheel assemblies that are needed.
9. The City agrees to purchase any additional parts or accessories that are not covered under this service agreement from the contractor.
10. The City agrees that any mechanical or cosmetic repairs due to fire, theft, acts of vandalism, accidents or acts of God will be performed by the contractor at the rate of \$95.00 per hour, plus parts.
11. The City agrees that any cosmetic repairs i.e. body panel dents, broken canopies and torn seats, during the term of this contract are not the responsibility of the contractor. If the City feels these repairs are necessary, a separate agreement will be made.

IN WITNESS WHEREOF, the parties hereto, authorize their proper officers to execute this agreement, on the day and year first above written.

NORTH SHORE GOLF CAR SERVICE, INC. CONTRACTOR

By:  _____ President

Address:

220 Glen Cove Avenue
Glen Cove, New York 11542

**THE CITY OF GLEN COVE
MUNICIPAL GOLF COURSE**

THE CITY

By: _____

Title: _____

Address:

The City of Glen Cove
Municipal Golf Course
Lattingtown Road
Glen Cove, New York 11542

Resolution 6-J





**NORTH
SHORE**
MONUMENTS

3-Dec-19

CONTRACT

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

Project: Additional Engraving on Vetrans Monument - The Landing Roll of Honor"

Scope North Shore Monuments will provide all labor and materials to engrave on site additional names provided, with Header, on back of existing Landing WWII Monument. A proof drawing is provided for approval prior to engraving

Total Cost: \$2,500

Payment Terms: 1/3 deposit upon signing contract
1/3 second payment upon approval of proof
Final Payment due upon completion

Rep, North Shore Monuments, Date

Rep., City of Glen Cove, Date

List Of Names To Be Added To Back Side Of Landing WWII Monument
July 9, 2019

- JAMES CURRAN
- EDWARD CZAJKOWSKI
- EUGENE CZAJKOWSKI
- THEODORE CZAJKOWSKI
- GEORGE DELISLE
- JOHN DONALDSON
- ADOLPH GRABOWSKI
- EDWARD GRABOWSKI
- MATHEW KARPINSKI
- BEN LEVY
- JOSEPH PALMIROTTA
- WILLIAM PEET
- JOHN ROBSON
- BENNIE SCHOLZ
- JOSEPH YOUNG
- LOUIS YOUNG
- MORRIS YOUNG

Resolution 6-K





OGR80
CORP

January 2, 2020

Glen Cove Youth Board
128B Glen Street
Glen Cove, NY 11542

Re: Lease extension

Dear Mr. McQuair,

This letter confirms our agreement to extend the terms of our original lease for one year, beginning February 1, 2020 and terminating on January 31, 2021, with the following modifications:

1. Rent shall be \$428.00 per month.
2. Demised premises shall be one, second floor interior office, for use by one person only.
3. All other terms and conditions of the original lease shall remain in effect.

Please sign and return one copy.

City of Glen Cove authorized signature

James O'Grady, OGR80 Corp.

This Agreement BETWEEN

OGR80 Corp., 126 Glen Street, Glen Cove, NY as Landlord
and
Glen Cove Youth Board, 128B Glen Street, Glen Cove, NY as Tenant

Witnesseth The Landlord hereby leases to the Tenant the following premises:
Two interior, second floor offices at 126 Glen Street, Glen Cove, NY

for the term of
one year

to commence from the first day of February, 2017 and to end on the
thirty-first day of January. (Tenant shall have the option to renew this lease for an
additional one year by notifying the Landlord in writing 60 days before the termination of the
original one year lease.) to be used and occupied for

general office work for up to two occupants only

upon conditions of the following:

1st. That the Tenant shall pay the annual rent of eighty-four hundred and 00/100 dollars (\$8400.00)

said rent to be paid in equal monthly payments of \$700.00 in advance of the first day of each and
every month during the term aforesaid, as follows:
by check payable to the landlord at the address in this lease herein.

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs AND AT THE END OR OTHER EXPIRATION OF THE TERM, SHALL DELIVER UP THE DEMISED PREMISES IN GOOD ORDER OR CONDITION, DAMAGES BY THE ELEMENTS EXCEPTED.

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original terms.

5th. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises is usable, Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefore shall be rendered by Landlord to Tenant at such times as Landlord may elect and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

12th. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

14th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

15th. The Tenant has this day deposited with the Landlord the sum of \$ 700.00 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. That the security deposited under this lease shall not be mortgaged assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy of arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

18th. Tenant shall pay to the Landlord the rent or charge, which may be, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportions part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as an additional rent and shall be given by mail to the Tenant addressed to the demised premises.

19th. That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increases.

20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

21st. If the whole or part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

22nd. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal expiration or lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

23rd. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejection of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

24th. The Tenant waives all rights to redeem under any law of the State of New York

25th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decoration or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

26th. No diminution or abatement of rent or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs. Improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

27th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

28th. Utilities shall be included.

29th. Tenant shall have pro rata share of conference room use.

30th. Tenant shall have access to basement for storage of supplies not to exceed 25 square foot of floor area. Landlord makes no representation that basement space is dry or conditioned and accepts no liability for damage of any kind to Tenants supplies.

31th. Tenant shall provide Landlord with a comprehensive policy of general liability insurance in which the Tenant and Landlord are named insureds, for any and all claims arising during the terms of the lease for damages to goods, wares, merchandise and property and/or personal injury or loss of life, in, upon or about the demised premises protecting the Landlord and Tenant against any liability whatsoever occasioned by accidents on or about the demised premises. Such liability policy shall be in the amount of \$1 Million in respect to any one accident and in the amount of \$1 million with respect to property damage, and written by an insurance company satisfactory to the Landlord. This insurance policy shall run with the lease.

And the Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises of the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this day of

Signed, sealed and delivered
In the presence of

..... L.S.

..... L.S.

..... L.S.

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)
State of New York, County of _____ ss.1
personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-b)

State of _____ County of _____ ss.1
On _____ before me, the
undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledge taken)

(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of _____
County of _____

On _____ before me, the
undersigned, personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in *(if the place of residence is in a city, include the street and street number, if any, thereof):*

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

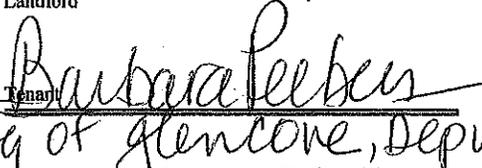
(if taken outside New York State insert city or political subdivision and state or county or other place acknowledgment taken. And that said subscribing witness(es) made such appearance before the undersigned in

(signature and office of individual taking acknowledgment)



Landlord

1/23/17
Lease


Tenant

City of Glen Cove, Deputy Mayor

Dated, _____

In Consideration of letting of the premises within mentioned to the within named Tenant and the sum of \$1.00 be paid to the undersigned by the within named Landlord, the undersigned do hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay and the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all rights to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.

In Witness Whereof, the undersigned ha set hand and seal this day of

WITNESS

..... L.S.

This Agreement BETWEEN

OGR80 Corp., 126 Glen Street, Glen Cove, NY as Landlord
and
Glen Cove Youth Board, 128B Glen Street, Glen Cove, NY as Tenant

Witnesseth The Landlord hereby leases to the Tenant the following premises:
Two interior, second floor offices at 126 Glen Street, Glen Cove, NY

for the term of
one year

to commence from the first day of February, 2017 and to end on the
thirty-first day of January. (Tenant shall have the option to renew this lease for an
additional one year by notifying the Landlord in writing 60 days before the termination of the
original one year lease.) to be used and occupied for

general office work for up to two occupants only

upon conditions of the following:

1st. That the Tenant shall pay the annual rent of eighty-four hundred and 00/100 dollars (\$8400.00)

said rent to be paid in equal monthly payments of \$700.00 in advance of the first day of each and
every month during the term aforesaid, as follows:
by check payable to the landlord at the address in this lease herein.

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs AND AT THE END OR OTHER EXPIRATION OF THE TERM, SHALL DELIVER UP THE DEMISED PREMISES IN GOOD ORDER OR CONDITION, DAMAGES BY THE ELEMENTS EXCEPTED.

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original terms.

5th. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises is usable, Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefore shall be rendered by Landlord to Tenant at such times as Landlord may elect and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

12th. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

14th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

15th. The Tenant has this day deposited with the Landlord the sum of \$ 700.00 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. That the security deposited under this lease shall not be mortgaged assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy of arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

18th. Tenant shall pay to the Landlord the rent or charge, which may be, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportions part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as an additional rent and shall be given by mail to the Tenant addressed to the demised premises.

19th. That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increases.

20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

21st. If the whole or part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

22nd. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal expiration or lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

23rd. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejection of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

24th. The Tenant waives all rights to redeem under any law of the State of New York

25th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decoration or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

26th. No diminution or abatement of rent or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, nor gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs. Improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

27th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

28th. Utilities shall be included.

29th. Tenant shall have pro rata share of conference room use.

30th. Tenant shall have access to basement for storage of supplies not to exceed 25 square foot of floor area. Landlord makes no representation that basement space is dry or conditioned and acceptus no liability for damage of any kind to Tenants supplies.

31th. Tenant shall provide Landlord with a comprehensive policy of general liability insurance in which the Tenant and Landlord are named insureds, for any and all claims arising during the terms of the lease for damages to goods, wares, merchandise and property and/or personal injury or loss of life, in, upon or about the demised premises protecting the Landlord and Tenant against any liability whatsoever occasioned by accidents on or about the demised premises. Such liability policy shall be in the amount of \$1 Million in respect to any one accident and in the amount of \$1 million with respect to property damage, and written by an insurance company satisfactory to the Landlord. This insurance policy shall run with the lease.

And the Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises of the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this day of

Signed, sealed and delivered
In the presence of

..... L.S.
..... L.S.
..... L.S.

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)
State of New York, County of _____ ss.1
personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

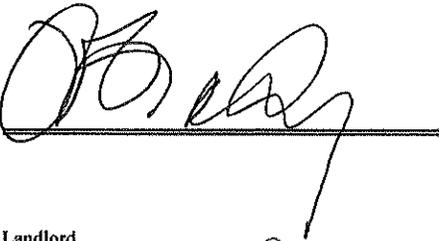
(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-b)
State of _____ County of _____ ss.1
On _____ before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledge taken)

(signature and office of individual taking acknowledgment)



Landlord



Tenant

City of Glencore, Deputy Mayor

In Consideration of letting of the premises within mentioned to the within named Tenant and the sum of \$1.00 be paid to the undersigned by the within named Landlord, the undersigned do hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay and the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all rights to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.

In Witness Whereof, the undersigned ha set hand and seal this day of

WITNESS

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of _____
County of _____

On _____ before me, the undersigned, personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in *(if the place of residence is in a city, include the street and street number, if any, thereof):*

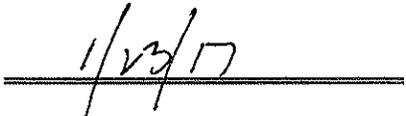
that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

(if taken outside New York State insert city or political subdivision and state or county or other place acknowledgment taken. And that said subscribing witness(es) made such appearance before the undersigned in

(signature and office of individual taking acknowledgment)



Lease

Dated,

L.S.

Resolution 6-L





Quoted By: Jennifer Barns
 Date: 1/30/2020
 Quote Expiration: 7/28/2020
 Quote Name: Glen Cove, NY - ERP - PACE05
 Quote Number: 2020-101725
 Quote Description: Glen Cove, NY - ERP - PACE05

Sales Quotation For

City of Glen Cove
 9 Glen St # 13
 City Hall
 Glen Cove, NY 11542-2770
 Phone +1 (516) 676-2789

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
PACE-05	\$0.00	0	\$0.00	\$0.00	\$0.00	\$5,775.00
TOTAL:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$5,775.00
Other Services						
Description	Quantity	Unit Price	Unit Discount	Extended Price		
Investment Assessment - PACE	24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:						

Summary

Total Tyler Software	\$0.00	Recurring Fees	\$5,775.00
Total Tyler Services	\$0.00		\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00		\$0.00
Summary Total	\$0.00		\$5,775.00
Contract Total	\$5,775.00		

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O. #:

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Comments

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

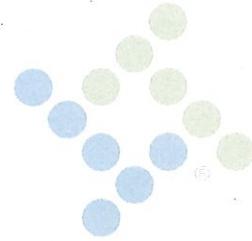
Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

PACE - 05: Includes 5 training days and 3 connect passes. Implementation days expire within one year of the order date and can only be utilized on live modules.

Client to receive 1 Investment Assessment each 3 year term, travel expenses are not included.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



Planned Annual Continuing Education (PACE) for Munis Get the most out of your Munis investment with PACE

Tyler's Planned Annual Continuing Education (PACE) program is designed to support Munis® clients who are committed to adopting new features and technical enhancements delivered each year as part of the Munis annual release. The PACE program offers ongoing education to train staff on new features and functions as they become available, ensuring your Tyler solution continues to meet the evolving needs of your organization. PACE combines discounted training, participation in Tyler's Connect conference, and periodic utilization assessments to help you maximize your Munis investment. PACE is part of Tyler's EverGuide® commitment.

Contact your account representative to learn more about PACE for Munis.

Benefits

- **Training** — Precise training for your existing solutions; available online or on-site (when appropriate)
- **Confirmed days with flexible scheduling** — Plan ahead and schedule the days that work best for your site. Predictable annual training maximizes the training resources.
- **Complimentary registration for Tyler's Connect conference** — Munis users will benefit from instruction, round table product discussions, and networking with more than 4,500 public sector professionals (attendance optional)
- **Deeply discounted pricing** for training
- **Billed separately when you enroll in PACE** and automatically renewed each year
- **Investment Assessment** — an in-depth evaluation by a senior consultant of your revenue, payroll/HR, financial, or EAM processes once every three years you're enrolled in the PACE program

PACE for Munis

PACE-05: Five training days, three Connect conference passes, one free investment assessment every three years
List price: \$9,075
PACE discounted cost:
\$5,775 per year

PACE-10: Ten training days, three Connect conference passes, one free investment assessment every three years
List price: \$15,450
PACE discounted cost:
\$8,775 per year

PACE-15: Fifteen training days, three Connect conference passes, one free investment assessment every three years
List price: \$21,825
PACE discounted cost:
\$11,775 per year

PACE-XX: Custom education plans can be tailored for your specific needs. Please contact your local account representative to discuss specifics.

Note: PACE is available to clients who are live on Munis with active annual maintenance agreements. PACE plans do not include travel costs.

Resolution 6-M



Sales Rep Name: Daniel Stupin
 ProCare Service Rep: Bryan Marino

3800 E. Centre Ave
 Portage, MI 49009

Date: 1/29/2020
 ID #: 200129103315

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1123741
 Account Name: City of Glen Cove Volntr EMS
 Account Address: 8 Glen Cove Ave
 City, State Zip: Glen Cove, NY 11542

Name: Chris Demetropolis
 Title: Supervisor
 Phone: (516) 369-4569
 Email: cdemetropolis@glencoveny.gov

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6252	Stair Chair	EMS Prevent NB	3	5		\$3,540.00

PROGRAM INCLUDES:

EMS Prevent NB:
 *Includes parts, labor, travel
 *Includes 1 annual PM inspection
 *Includes unscheduled service and product equipment checklists.
 *Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

	ProCare Total	\$3,540.00
	FINAL TOTAL	\$3,540.00

Unless otherwise stated on contract, payment is expected upfront.

Start Date: 2/1/2020
 End Date: 1/31/2025

 Stryker Signature Date

 Customer Signature Date

 Purchase Order Number (MUST INCLUDE HARD COPY)

Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 pricing valid for 30 days.

All
 **Quote

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	6252	030739384	EMS Prevent NB
2	6252	030739385	EMS Prevent NB
3	6252	030739386	EMS Prevent NB

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and City of Glen Cove Volntr EMS, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

Resolution 6-N





**Piggyback Consent Form (“Consent Form”) to the
Apple Direct Customer Agreement
between
 (“Customer”) Board of Cooperative Educational Services BOCES of Nassau County and Apple Inc.
 (“Apple”)**

	Customer	Apple
Name of Institution: Address: City, State, Zip:	_____ _____ _____	Apple Inc. One Apple Park Way, Cupertino, California 95014

Dear Customer,

Thank you for your recent purchase order. After an initial review, we have determined that you do not have a contract with Apple; however, you are an eligible purchaser under the purchase agreement identified below (“Agreement”) and attached to this Consent Form.

Name of Agreements	Apple Direct Customer Agreement (ADCA)
Agreement Number	Apple Direct Customer Agreement: 216151 (CCN 711928)
Contract Number	N/A
Purchaser	Board of Cooperative Educational Services BOCES of Nassau County
Date of Agreement	7/01/2016

Apple may process your current and future purchase orders under the Agreement, provided that you execute this Consent Form. If for some reason the Agreement is not attached to this Consent Form, please immediately request them prior to executing this Consent Form. Apple advises Customer to review all the terms and conditions of the Agreement prior to executing this Consent Form.

By executing this Consent Form, Customer agrees to be bound by the terms and conditions of the Agreement. Customer further agrees that it shall be responsible and liable for any purchases made under the Agreement and for any of its actions or inactions pursuant to the terms and conditions of the Agreement.

This Consent Form will terminate upon termination or expiration of the Agreement. Apple may terminate this Consent Form at any time without cause (i.e. for any or no reason) upon thirty (30) days’ written notice to Customer. Apple also may terminate this Consent Form immediately upon written notice to Customer, if Customer breaches or fails to perform any terms and conditions of the Agreement or this Consent Form.

Please complete and execute this Consent Form and return it to contracts@apple.com. Please note that if we do not receive this Consent Form, your purchase order will not be processed.

If you have any questions or comments regarding this Consent Form, please email contracts@apple.com.

Regards,
Sales Contracts Management
Apple Inc.

CUSTOMER

Authorized Signature

Title

Name

Date



Apple Direct Customer Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and Customer, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Customer Legal Name: BOARD OF COOPERATIVE EDUCATIONAL SERVICES BOCES OF NASSAU COUNTY

DBA Name: BOCES OF NASSAU COUNTY

Address: 71 CLINTON RD, GARDEN CITY, NY, 11530-4742, United States of America

Purpose

Customer wishes to purchase Products from Apple for Customer's own use, and the Parties intend that this Agreement will govern the purchase of such Products in accordance with the terms and conditions set forth below.

1. Definitions

The following terms have the meanings specified below:

"**Agreement**" means, collectively, this Apple Direct Customer Agreement, Apple price lists and any mutually executed amendments or addenda to the Agreement.

"**Apple Product**" or "**Apple Products**" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"**Apple Confidential Information**" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"**Configure-To-Order Product**" or "**CTO Product**" means Products that Apple modifies from its standard configurations and that are available to Customer only by special order.

"**Customer**" is the Board of Cooperative Educational Services of Nassau County (Nassau BOCES) including the public school districts of Nassau County, New York who comprise its component school districts. By placing orders hereunder, Nassau BOCES acknowledges and agrees to be bound by and to bind its component school districts to the terms and conditions of this Agreement.

"**Customer Confidential Information**" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"**Effective Date**" means the date upon final execution of this Agreement.

"**Limited Warranty**" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"**Line of Credit**" means a line of credit established for Customer by Apple in its sole discretion.

"**Party**" means either Apple or Customer and "**Parties**" means both of them.

"**Products**" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

"**Services**" mean, collectively, the standard, price-listed-services, support and/or training products sold under the Apple brand name.

2. Interpretation

In the event of any conflict or inconsistency between the terms of this Agreement and any license terms or terms of use accompanying any Apple Product, such license terms and/or terms of use shall control solely as to the use of the Apple Product covered by those terms.

3. Terms and Conditions of Purchase

3.1 Ordering



Customer may order Products from Apple by either: (i) ordering at an Apple Retail Store, (ii) ordering electronically through the online portal managed by Apple, (iii) submitting a purchase order to Apple, as permitted by Apple, or (iv) by any other means communicated by Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this Agreement shall be made solely for Customer's end use and not for resale. In the event Customer submits orders via an online portal managed by Apple, Customer agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

3.2 Customer's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Customer that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

3.3 Limited Billing Service Account

Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs via the contact center or Apple Retail Stores. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

3.4 Prices and Orders

Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment, if in its sole discretion, Apple determines that it has insufficient inventory to fulfill such order. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

3.5 Delivery

3.5.1 Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide for a policy of insurance under which Customer may make a claim for any loss. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Customer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Customer shall insure Products for their full replacement value from delivery to Customer until Customer has paid Apple in full for such Products, and shall name Apple as a loss payee on the Customer's policy. For both government and non-government sales, shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

3.5.2 For orders picked up by Customer at the Apple Retail Store, title and risk of loss or damage to Products will pass to Customer upon pick up of the Products from the Apple Retail Store.

3.5.3 For U.S. federal government agencies only, title and risk of loss to all Products will pass to Customer upon delivery to Customer's delivery point.

3.6 Payment

3.6.1 Unless Customer qualifies for credit with Apple or except as otherwise approved by Apple, Customer shall pre-pay for all orders placed.

3.6.2 Provided that Customer qualifies for credit with Apple, Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than thirty (30) days from the invoice date.

3.6.3 Apple may in its sole discretion establish a Line of Credit for Customer. If Apple establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:

3.6.4 Payment terms for all amounts due from Customer to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency invoiced without deduction, counterclaim or set off (statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Customer's account on credit hold until payment is received in full.

3.6.5 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Customer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Customer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Customer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Customer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Customer acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.



3.6.6 Apple may place sales to Customer on immediate credit hold (i.e., suspend all sales to Customer) whenever the outstanding balance owed by Customer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Customer fails to make payment to Apple in accordance with established terms.

3.6.7 Without prejudice to its right to terminate this Agreement for breach under Section 10, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Customer of any of its obligations to Apple, including the failure to comply with any credit terms.

3.6.8 Should there at any time be monies owing from Apple to Customer, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Customer or its affiliates or subsidiaries to Apple.

3.6.9 Upon Apple's reasonable request, Customer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Customer. If such information is not provided in a timely manner, Apple may suspend all sales to Customer or exercise any other remedies hereunder until such information is provided to Apple.

3.6.10 All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change its price lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

3.7 Product Returns

Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

3.8 Support

Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

4. Confidentiality

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Representations and Warranties

5.1 Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

5.2 Apple Limited Warranty

The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

5.3 Disclaimer

5.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.2 Apple Products are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by Apple Products could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support or weapons systems.



6. Indemnity

6.1 Provided that Customer promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Section 7.1 and 7.2, Apple will defend any proceeding or action brought by a third party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services.

6.2 Notwithstanding the foregoing, Apple shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of the Apple Product with any other equipment, data, documentation, items or products; (c) use of Apple Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Apple Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Customer, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

6.3 Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 6.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither Party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

6.4 In the event of a Claim, Apple may at its sole option (but shall not be obligated to): (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION 6.

6.5 Customer shall not use the Apple Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain or transmit protected health information (as defined at 45 C.F.R. § 160.103) or (ii) in any manner that would make Apple or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 C.F.R. § 160.103, of the Customer or any third party. Customer agrees to be solely responsible for complying with any reporting requirements under law or contract arising from Customer's breach of this Section and to reimburse Apple for any losses incurred by Apple relating to those reporting obligations.

7. Limitation of Liability

7.1 Apple's maximum aggregate liability (including any liability for the acts or omissions of Apple's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall not exceed three hundred thousand dollars (\$300,000).

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

7.3 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

8. Ownership

8.1 Use of Name

Neither Party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other Party's prior written consent.

8.2 Software

Customer acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Customer, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

8.3 Restrictions

Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.



9. Export Compliance

This Agreement is subject to all laws, regulations, orders or other limitations on the export and re export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

10. Term and Termination

10.1 Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from ~~the Effective Date~~ ^{JULY 1, 2016} until June 30, 2017 ("Initial Term"). This Agreement may be renewed for successive twelve (12) month periods (each a "Renewal Term"), upon mutual written agreement of the Parties. Such mutual written agreement shall take the form of an amendment to this Agreement. The Initial Term and all Renewal Terms are referred to as the "Term".

10.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

10.3 Termination for Cause

Apple may immediately terminate this Agreement and any other existing agreement with Customer if: (i) Customer fails to fully perform any obligation under the Agreement; (ii) Customer commits a criminal offence, engages in fraud or any unlawful or unfair business practice; (iii) there is a material change in or transfer of Customer's management, ownership, control or business operations, or Customer becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; or (iv) Customer's actions expose or threaten to expose Apple to any liability, obligation, or violation of law.

10.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 10: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Customer will cease placing new orders for Products from Apple on the effective date of termination.

10.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 3.6 (Payment); 4 (Confidentiality); 5 (Representations and Warranties); 6 (Indemnity); 7 (Limitation of Liability); 9 (Export Compliance); 10.4 (Effect of Notice of Termination); 10.5 (Survival); 11 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

11. General Terms

11.1 Governing Law

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located or if Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

11.2 Notice under the Agreement

Notices under the Agreement may be given as follows:

11.2.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by courier, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
1 Infinite Loop, M/S 318-60P5
Cupertino CA 95014

11.2.2 Either Party may give notice of its change of address for receipt of notices in any of the following manners: (a) in accordance with Section 11.2.1 (b) by email to the address provided by the Party, or (c) as otherwise authorized by Apple.

11.3 Assignment by Apple

Neither Party may assign this Agreement or any of its rights or duties without prior written consent of the other Party.

11.4 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.



11.5 Entire Agreement

Apple and Customer acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any provisions in purchase orders, invoices or other documents or statements from Customer that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable.

11.6 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

11.7 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

11.8 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

11.9 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, pandemic, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks, (a "Force Majeure"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance. Customer may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

11.10 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

11.11 Signature Authorization and Electronic Signature

Each Party represents that the person signing this Agreement certifies that he or she has authority to contractually bind Customer to the terms and conditions of this Agreement. The Parties agree that this Agreement or any related documents may be accepted by electronic signature, which shall be accepted in lieu of a handwritten signature with full force and effect.

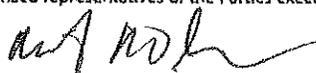
11.12 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

11.13 Authorized Purchasers

If permissible by statute or regulation, any public school districts and their school systems, boards of education, public charter schools, state universities and colleges, and community, vocational and technical colleges in the State of New York; and State agencies and county governments, local municipalities, related county/municipal authorities ("Authorized Purchasers") may order under this Agreement. By placing orders hereunder, Authorized Purchasers acknowledge and agree to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement. For the avoidance of doubt, Nassau BOCES shall only be responsible for payment or other obligations of orders placed by Nassau BOCES, including the public school districts of Nassau County, New York who comprise its component school districts. Authorized Purchaser(s) shall be responsible for the payment and other obligations of any orders placed by such Authorized Purchaser(s).

The duly authorized representatives of the Parties execute this Agreement as of the dates stated below.

SIGNATURE: 
 PRINT NAME: Dr. Robert R. Dillon
 PRINT TITLE: District Superintendent
 DATE: 6/24/16

SIGNATURE: 
 PRINT NAME: Vanessa Boenig
 PRINT TITLE: Bids & Direct Operations Contracts Manager
 DATE: 6/1/2016
 DEPARTMENT: _____



Apple Professional Services Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Company Legal Name: BOARD OF COOPERATIVE EDUCATIONAL SERVICES BOCES OF NASSAU COUNTY

DBA Name: BOCES OF NASSAU COUNTY

Address: 71 CLINTON RD, GARDEN CITY, NY, 11530-4742, United States of America

1. Definitions

In addition to those terms defined in the Agreement, the following terms have the meanings specified below:

"Agreement" means, collectively, this Apple Professional Services Agreement, any exhibits, addenda, amendments or additions, and any documents or materials incorporated by reference.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Customer" is the Board of Cooperative Educational Services of Nassau County (Nassau BOCES) including the public school districts of Nassau County, New York who comprise its component school districts. By placing orders hereunder, Nassau BOCES acknowledges and agrees to be bound by and to bind its component school districts to the terms and conditions of this Agreement.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon final execution of this Agreement.

"Party" means either Apple or Customer and **"Parties"** means both of them.

"Services" means the information technology consulting services that Customer acquires from Apple, as identified in a SOW.

"Statement of Work" or "SOW" means a uniquely numbered document detailing the Services that Customer will acquire from Apple, substantially in the format attached hereto as Exhibit A.

2. Services

2.1 Statement of Work

This Agreement shall serve as a master agreement for the acquisition of Services from Apple by Customer. The Parties acknowledge and agree that when Services are to be performed, the Parties shall prepare and execute a Statement of Work. All Services to be performed by Apple shall be documented in a SOW, which shall be uniquely numbered and signed by an authorized representative of both Parties. Each SOW shall set forth, at a minimum, a description of the Services, the number of personnel assigned to the Services, the duration of the Services, and the fees for the Services. Each SOW shall be substantially in the format attached hereto as Exhibit A and, by referencing this Agreement, incorporates all terms and conditions contained herein. Apple shall have the right to accept or decline any proposed SOW. Any quote for Services will be valid for thirty (30) days, unless otherwise specified.

2.2 Delivery and Acceptance

Services shall be deemed accepted on date of delivery or upon conclusion of any agreed acceptance period stated in the SOW, if the Services substantially conform to their description.

2.3 Performance of Services

Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at any time and may provide the same or similar Services to other customers. Apple may contract with an authorized provider ("Provider") or contractor ("Contractor") who may perform Services on its behalf. Services supplied by Apple under this Agreement are provided to assist Customer



3. Compensation

3.1 Fees and Expenses

In consideration of Services performed, Customer agrees to pay Apple the fees and expenses specified in the applicable SOW. If no fee is specified, Customer agrees to pay Apple's then current fee rate for each hour of Service performed. Customer may specify in each SOW an authorized limit of fees and/or expenses for which it shall pay for Services performed, and Apple agrees not to incur additional fees and/or expenses beyond the limits specified without prior written approval from Customer.

3.2 Payment

Customer agrees to pay for services identified in the Statement of Work on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days shall be rounded to the nearest whole number. Charges for Apple pre-paid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple pre-paid Services to be performed. Unless otherwise specified, charges for all other Services will be invoiced after the Services are performed on a monthly basis, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of one and a half percent (1.5%) per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

3.3 Unused Services

Unless otherwise provided in writing by Apple, Customer agrees that any and all Services must be scheduled and completely performed within twelve (12) months from the Effective Date of the applicable SOW ("Professional Services Period"). If Customer fails to schedule the Services within the Professional Services Period, Apple reserves the right to deem the Services performed once the Professional Service Period expires and, to the extent permitted by law, Customer may not be entitled to any refund or credit for any Service not scheduled during the Professional Services Period.

4. Confidentiality

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Property Rights

Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, non-transferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

6. Warranty

Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED IN WRITING INTO THIS AGREEMENT.

7. Limitation of Liability and Remedies

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE FAILS TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO RE-PERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. SUCH RE-PERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES, AGENTS, AND SUB-CONTRACTORS, EXCEED



THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

8. Indemnity

Apple will defend or settle any claim against Customer that a Service delivered under this Agreement (collectively referred to as "Deliverables") infringes a United States patent, utility model, industrial design, copyright, mask work or trademark, provided Customer (i) promptly notifies Apple in writing of the claim, and (ii) cooperates with Apple in and grants Apple sole authority to control the defense and any related settlement. Apple will pay the cost of such defense and settlement and any costs and damages finally awarded against Customer. If such a claim is made or appears likely to be made, Apple may procure the right for Customer to continue using the Deliverable(s), may modify the Deliverable(s), or may replace it. If a court enjoins use of the Deliverable(s) or Apple determines that none of these alternatives is reasonably available, Apple will take back the Deliverable(s) and refund its value. Apple is not liable for any claim of infringement arising from Apple's compliance with any designs, specifications or instructions of Customer, modification of the Deliverable(s) by Customer or a third party, or use of the Deliverable(s) in a way not specified by Apple. These terms state the entire liability of Apple for claims of infringement by Deliverables supplied by Apple.

9. Third Party Software Waiver and Authorization

9.1 Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, OS X image, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided OS X image (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) Customer is solely responsible for verifying the aforementioned image contains appropriate content and does not harm the device being imaged or interfere with the device's normal operation; and (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

9.2 Exceeding Services Outlined Herein

During engagements in which Apple (or an entity acting on Apple's behalf) will be (i) imaging OS X devices using a Customer provided image (a single file with the suffix .dmg) or (ii) provisioning iOS devices with a customer provided loadset, unless outlined in the Services herein or within the Statement of Work, no additional software or scripts may be added to any device by Apple (or an entity acting on Apple's behalf). This includes before, during or after the imaging or loadset processes. Unless outlined in the Services herein, Apple (or an entity acting on Apple's behalf) will not install additional software or scripts on any device while at a Customer location.

10. Cancellation

Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple. Apple is not responsible for errors in the delivery of cancellation or rescheduling notices. When notice is received at least fifteen (15) calendar days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for Service changes made within fourteen (14) days of the estimated start date of Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

11. Term and Termination

11.1 Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until June 30, 2017 ("Initial Term"). This Agreement may be renewed for successive twelve (12) month periods (each a "Renewal Term"), upon mutual written agreement of the Parties. Such mutual written agreement shall take the form of an amendment to this Agreement. The Initial Term and all Renewal Terms are referred to as the "Term".

11.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party. As it relates to Apple, such termination shall not occur until the successful completion of any outstanding SOW. The Customer may terminate a SOW in whole or in part by giving Apple thirty (30) days' prior written notice. In the event of such termination, Apple shall be entitled to recover for all Services performed prior to the effective date of termination, together with its reasonable extra costs incurred by reason of the termination.

11.3 Termination for Cause

Either Party may terminate this Agreement or a SOW immediately if the other Party: (i) fails to cure any material breach of this Agreement or the SOW within thirty (30) days of written notice from the non-breaching Party; (ii) breaches Confidentiality provisions of the Agreement; or (iii) becomes insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency law. Additionally, if Apple is not in default of any of its obligations under a SOW and the performance of Services is stopped through any wrongful act or neglect of Customer or Customer fails to make payment to Apple when due, Apple may give written notice to Customer of its intent to terminate performance, specifying the grounds thereof. If the Customer fails within thirty (30) days to cure the act or neglect specified or to make the payment identified therein as past due, Apple may then terminate performance of Services and recover payment from the Customer for all Services performed prior to the termination date.



11.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 11, all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination.

11.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 4 (Confidentiality); 6 (Warranty); 7 (Limitation of Liability and Remedies); 8 (Indemnity); 11.4 (Effect of Notice of Termination); 11.5 (Survival); 12 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

12. General

12.1 Governing Law

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located. If Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

12.2 Dispute Resolution

In the event of any dispute or controversy between the Parties to the Agreement, the Parties shall try to resolve the dispute in a fair and reasonable way. The Parties must escalate a dispute by providing written notice to the other and shall first attempt to resolve such dispute or controversy through one senior management member of each Party. If the Parties' senior management members are unable to resolve such dispute or controversy within sixty (60) days after the complaining Party's written notice to the other Party of such dispute or controversy, then either Party must, by written notice to the other Party, request non-binding mediation to be conducted in either Santa Clara County or San Francisco, California. Each Party shall bear its own expenses in connection with the mediation, except that Apple shall pay the fees and expenses of the mediator. All such non-binding mediation proceedings and negotiations shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Except for any outstanding amount due to Apple by Customer under the Agreement, the Parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing litigation set forth in Section 12.3.

12.3 Venue; Time to Bring Claims

If the Parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mandatory mediation, either Party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each Party shall have the right to seek urgent relief in order to protect any rights to confidentiality or intellectual property. The Parties hereby waive any applicable bond requirements for obtaining urgent relief and also waive any requirement to show that damages would be an inadequate remedy to obtain such relief. ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF: (i) NOTICE OF TERMINATION UNDER SECTION 11; (ii) A REQUEST FOR FORMAL MEDIATION UNDER SECTION 12.2; OR (iii) THE DATE THE ACTION ACCRUED. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

12.4 Notice under the Agreement

Notices under the Agreement may be given as follows:

12.4.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
Sales Contracts Management
1 Infinite Loop, MS 90-2CM
Cupertino CA 95014

12.4.2 Either Party may give notice of its change of address for receipt of notices by giving notice in accordance with Section 12.4.1, or as authorized by Apple.

12.5 Independent Contractor

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 9 of this Agreement. Apple shall supervise the performance of its own personnel and resources and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in a SOW.

12.6 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks (a "Force Majeure"), provided such party promptly notifies the other party and uses reasonable efforts to correct such failure or delay in its performance.

12.7 Assignment

Apple may use subcontractors to perform Services under this Agreement. Customer may not assign this Agreement without Apple's prior written approval. Any attempt by Customer to assign without Apple's written approval shall be deemed void.



12.8 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

12.9 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

12.10 Entire Agreement

Apple and Customer acknowledge that this Agreement and any associated Statements of Work supersedes and extinguishes all previous agreements and representations of, between or on behalf of the Parties with respect to its subject matter. This Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple is deemed to have refused any different or additional provisions in purchase orders, invoices or similar documents, unless Apple affirmatively accepts such provision in writing, and such refused provisions will be unenforceable.

12.11 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The Parties acknowledge and understand that all terms of the Agreement are enforceable as written and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

12.12 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

12.13 Customer's Responsibilities and Representations

Customer shall provide Apple with equipment, information, and facilities necessary to perform Services described in the SOW, unless agreed otherwise by the Parties.

12.14 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

12.15 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

12.16 Authorized Purchasers

If permissible by statute or regulation, any public school districts and their school systems, boards of education, public charter schools, state universities and colleges, and community, vocational and technical colleges in the State of New York and State agencies and county governments, local municipalities, related county/municipal authorities ("Authorized Purchasers") may order under this Agreement. By placing orders hereunder, Authorized Purchasers acknowledge and agree to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement. For the avoidance of doubt, Nassau BOCES shall only be responsible for payment or other obligations of orders placed by Nassau BOCES, including the public school districts of Nassau County, New York who comprise its component school districts. Authorized Purchaser(s) shall be responsible for the payment and other obligations of any orders placed by such Authorized Purchaser(s).

The duly authorized representatives of the Parties execute this Agreement as of the dates set forth below.

Customer

SIGNATURE: *[Signature]*

PRINT NAME: Dr. Robert R. Dillon

TITLE: Deputy Superintendent

DATE: 8/5/16

RAF

Apple Inc.

SIGNATURE: *[Signature]*

PRINT NAME: Vanessa Boenig

TITLE: Inds & Direct Operations Contracts Manager

DEPT:

8/1/2016



Exhibit A Customer Statement of Work (Sample)

Apple Inc. ("Apple") and _____ ("Customer") have entered into a Professional Services Agreement ("Agreement"). Apple and Customer agree that Apple will provide Services as described in this Statement of Work in accordance with the terms set forth in the Agreement. This Statement of Work is effective when signed by Customer and Apple.

I. Introduction:

Project name:

Project number:

Title/Name of SOW:

SOW ID Number:

SOW Effective Date/Start Date:

Business Owners:

- Apple Account Executive:
- Apple Systems Engineer:
- Apple Professional Services Manager:

Bill To Address:

Deliver To Address:

Project Manager(s):

- Apple Project Manager:
- Customer Project Manager:

Project Objective: Project Objective is a short statement condensing the scope of the project, its schedule and resource(s) to be used.

II. Project Description/Description of Services

A. Scope of Statement of Work:

General description of what the project will and will not include.

B. Term of Statement of Work:

Estimated Start Date: [Enter date] Estimated Completion Date: [Enter date]

III. Development and Implementation Approach

A. Basic Approach:

Methodology or strategy by which an engagement/project will be executed. If the SOW covers multiple releases of functionality, that will be outlined here.

B. Summary of Services Components and Deliverables:

Service Components	Deliverables
Example: 4 hours of instructional service	Example: A 4 hour workshop for School X Content Creators and IS Staff

C. Project Schedule/Major Milestones:

D. Project Organization:

High-level description of project organization.

E. Project Roles and Responsibilities:

F. Reporting:

Explanation of how the Project Status will be tracked and reported.

G. Project Risks and Assumptions:

Identification of known and/or potential barriers or boundaries as they relate to the work effort covered by this SOW.

H. Changes of Scope:

Any modifications or changes to the services outlined in the original signed SOW must be approved in writing by both Parties. Such writing may take the form of a Change Request Form presented to Customer by Apple.

IV. Project Resources and Prices:

A. Service Rates, Expenses and Totals:



Part Number	Description	Total
(Enter Part#)	(Enter Description)	\$(Enter Amount)
(Enter Part#)	(Enter Description)	\$(Enter Amount)
Total Fees and Expenses		\$(Enter Amount)

B. Authorized Service Fees and Expenses (if any):

Enter \$ Amount authorized by Institution.

V. Statement of Work Approval Signatures:

Customer	Apple Inc.
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: _____	PRINT NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	EFFECTIVE DATE: _____

Resolution 6-0





**Selfhelp's Virtual Senior Center
Licensing and Service Level Agreement**

This Agreement dated as of February 12, 2020 (the effective date) is made between Selfhelp Community Services, Inc. (Selfhelp) and the Glen Cove Senior Center to use Selfhelp's Virtual Senior Center (VSC) program for the period of 10 months with the option to renew by mutual agreement.

1. Selfhelp will:

- Ensure the availability of the VSC (vsc.selfhelp.net), subject to Internet Service Provider (ISP) service interruptions or internet outages
- Provide licenses for three (3) older adults (Participants) to access the VSC
- Procure VSC devices (All-in-One devices) for the three (3) participants, which shall remain the property of Selfhelp until payment in full pursuant to Section 3 below
- Set-up the VSC device and provide in-home training to the participants.
- Provide administrative accounts for GLEN COVE SENIOR CENTER staff to manage its three (3) participants if needed.
- Provide a diversity of virtual, interactive classes; typically between 30-40 per week
- Provide technical support for participants during business hours 9 a.m. to 5 p.m. (Eastern time) via the phone, email, and video-chat.
- Provide technical assistance to the development, implementation and management of the GLEN COVE SENIOR CENTER VSC project via telephone calls, emails and virtual meetings.

2. GLEN COVE SENIOR CENTER will:

- Recruit older adults willing and able to participate in interactive, discussion-orientated classes on the VSC.
- Administrate the GLEN COVE SENIOR CENTER account, specifically manage the Participant accounts (setting up accounts for participants and viewing reports) to ensure the participants are fully engaged (participate in at least 2 hours of classes each week).
- If desired, make classes available to its participants only or for the VSC network.
- Make the payments to Selfhelp. See fee schedule below.

3. Payment & Schedule:

- Hardware Cost: \$550 per unit (including All-In-One computer, keyboard, and mouse). After full payment, GLEN COVE SENIOR CENTER owns the hardware. After program

ends, GLEN COVE SENIOR CENTER has the option to keep the computers and use it as a regular computer. Selfhelp will remove the VSC login and license from all the devices.

- Internet Connectivity: Selfhelp will provide a mobile hotspot through T-Mobile. The cost is \$30 per person per month. *If the T-Mobile hotspot does not work at certain location, the participant will need to order Internet through another Internet Service Provider. Selfhelp will issue individual reimbursement (\$30 per person per month) to the clients in the beginning of each month. This only happens when T-Mobile hotspot doesn't work for a participant.
- Subscription: \$60 per person per month.
- Payment Schedule:

Option A: \$4,350 one-time payment at signing (covers 3 hardware units, Internet and VSC subscription for 3 participants for 10 months *starting from the installation date).

4. Confidentiality

Either party may disclose to the other party certain proprietary or confidential information in connection with this agreement, such as details about the VSC's design, operation or management, about participants or other ideas. Each party agree not to disclose such information to third parties, without written authorization to do so by the other party, except as required by law.

5. VSC Ownership

GLEN COVE SENIOR CENTER recognizes that the VSC's design, operation, content, and activities related to management and maintenance are owned by Selfhelp. Selfhelp shall retain sole and exclusive ownership of all software, design and content, and all patent, copyright, trademark, know-how and other intellectual property rights related to the VSC. GLEN COVE SENIOR CENTER agrees not to build or have built a similar service for at least two years after the termination of this agreement.

Disclaimer

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO VSC SOFTWARE, VSC CORE TECHNOLOGY OR SELFHELP KNOW-HOW, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, PERFORMANCE, AND NONINFRINGEMENT OF ANY THIRD PARTY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

6. Insurance

Each Party will maintain, at its sole cost and expense, adequate liability insurance coverage to protect against potential liabilities and risks arising out of activities to be performed under this Agreement and any agreement related hereto and upon such terms (including coverages,

deductible limits and self-insured retentions) as are customary in the U.S. for not-for-profit social service agencies. Subject to the preceding sentence, such liability insurance or self-insurance program will insure against all types of liability, including personal injury, physical injury or property damage arising out of the conduct of the activities contemplated by this Agreement. Each party will provide the other party with evidence of such insurance upon request.

7. Term & Termination

The term of this Agreement is for 10 months. At any point before the termination date, this Agreement may be renewed by mutual agreement; at which point, Selfhelp will provide a renewal Agreement setting forth the terms relating to such renewal period. No renewal or agreement to renew shall be effective without the written consent or approval of both parties. This Agreement may be terminated by either party upon written notice to the other 45 days prior to the requested termination date. If such notice of termination is received prior to completion of payment obligations by Glen Cove Senior Center, Selfhelp will terminate the VSC participants and will prorate payment to last day of the termination month.

When one party is notified that they have breached this Agreement by non-performance of obligations herein, the party in breach will have 30 days to cure. Failing to cure in that 30 day period will result in termination.

8. Dispute Resolution

The parties will make all good faith attempts to resolve any dispute related to the terms and obligations under this Agreement. In the event that a dispute is not resolved within 20 days of written notification of such a dispute, the matter will be referred to the CEO of Selfhelp and to the senior official of GLEN COVE SENIOR CENTER. Should resolution not be achieved, each party agrees to submit such dispute to be finally settled by arbitration before one arbitrator in the City of New York, to be administered by Judicial Administration and Arbitration Services (JAMS) in accordance with its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules.

9. Notices

All notices and other communication should be written or emailed to:

<p>Selfhelp: Selfhelp Community Services, Inc. 520 Eighth Avenue New York, NY 10018 Attention: Steven G. Tepper Email: stepper@selfhelp.net Phone: 212-971-7657</p>	<p>Glen Cove Senior Center: 130 Glen Street Glen Cove, NY 11542 Attention: Stephanie Soter Email: ssoter@glencoveny.gov Phone: (516)759-9610</p>

IN WITNESS WHEREOF, the parties agree to this Agreement and cause it to be executed by their signature below as of the effective date.

Selfhelp Community Services

City of Glen Cove

By: _____
Tova Klein,
Vice President of Senior Communities

By: _____
Timothy Tenke
Mayor

Date: _____

Date: _____

Resolution 6-P



LAW OFFICES OF
SCOTT STONE PLLC

SCOTT STONE*

VERONICA SYMPSON KRENDEL*
OF COUNSEL

* MEMBER NY, CT & DC BARS

** MEMBER NY & CT BARS

340 ATLANTIC AVENUE
EAST ROCKAWAY, NEW YORK 11518

(516) 593-0202

(718) 855-5044

FAX (516) 593-0297

E-Mail: scottstonelaw95@gmail.com

E-Mail: sstone@scottstonelaw.com

Website: www.scottstonelaw.com

LISA MILLER
OFFICE MANAGER

KAITLYN GUTMANN
PARALEGAL

108 FOREST AVENUE
LOCUST VALLEY, NEW YORK 11560
BY APPOINTMENT ONLY

February 2, 2020

Michael Piccirillo
City Controller
City of Glen Cove
City Hall
9 Glen Street
Glen Cove New York 11542

Re: Agreement for Attorney's Services

Dear Mr. Piccirillo:

This letter confirms the engagement of Scott Stone, Esq. ("the Attorney") and his law firm, the Law Offices of Scott Stone PLLC ("the Firm"), by the City of Glen Cove (the "Client") for the performance of legal services.

1. **Description of the Scope of Services to Be Performed.** The Attorney and Firm will provide the following legal services (the "Services") to Client: legal advice, consultation and representation with respect to tax certiorari matters and such additional services as may be authorized by you from time to time.

It is understood that our services shall include telephone conferences, negotiations, research, preparation for and attendance at any conferences, depositions, hearings and trials regarding these matters.

2. **Fees for Service.** The Firm's fees for legal services performed by its attorneys and legal assistants ("Fees") will be based principally on the amount of time devoted, multiplied by each individual's then current hourly billing rate. My hourly rate for this matter is \$200.00. The hourly rate for legal assistants working on this matter is \$40.00. Hourly rates may be adjusted by the Firm from time to time, however, said rate will not be adjusted for at least one year from the date of this retainer agreement and will only be instituted after reasonable notice to the Client.

3. **Reimbursement of Expenses.** The Client will reimburse the Firm for all out-of-pocket expenses ("Expenses") which the Firm incurs in the course of performing the Services such as express mail, process service fees and filings. The service providers to submit certain charges directly to clients or will send invoices for certain charges directly to clients. In either case, the Client agrees to pay these charges by the due date established by the provider.

4. **Billing Practices and Frequency.** The Firm expects that its bills will be paid upon presentment and in accordance with the Client's standard practices as a municipality. The Firm may send you bills or statements monthly, or more or less frequently in its discretion, for the Fees and Expenses with respect to each of the matters we are handling on your behalf.

5. **Firm's Rights in Event of Non-Payment of Statements for Fees and Exchanges.** Should payment of our statement not be promptly paid, the Firm shall have the right to terminate its Services and to withdraw from further representation of you with respect to any or all of the matters we are handling for you. If the Firm does so, it shall give you reasonable notice of its decision, shall assist you insofar as possible in locating successor counsel, and shall cooperate with you and with such counsel in transferring files and responsibility for your representation. If fees are not paid the Firm reserves the right to assert retaining liens with respect to the files and/or charging liens with respect to any recovery.

6. **Termination of Services.** The Client may terminate the Firm's representation at any time and for any reason, but will pay fees earned and expenses incurred by the Firm before the effective date of termination. The Firm also has the right to terminate its representation of the Client subject to its professional obligations and responsibilities. This retainer agreement will automatically terminate on December 31, 2021.

7. **Cooperation with Counsel.** You agree to cooperate with the Firm so that we can perform the Services effectively. In particular, you agree to provide us with any relevant records or documents which we may request, to be available on reasonable notice for consultation, and appearances as maybe necessary, to keep us advised of any changes of address or extended absences so that we may communicate readily with you, to provide witnesses at depositions, hearings and trials and to otherwise to assist us as we may request.

8. **Fee Disputes.** Part 137 of the Rules of the Chief Administrator of the Courts provides a Fee Dispute Resolution Program for the informal and expeditious resolution of fee disputes in certain types of matters between attorneys and clients through arbitration and mediation.

In the event of a fee dispute between the Firm and the Client, whether or not the Firm has already received some or all of the fee in dispute, the Client may seek to resolve the dispute by arbitration pursuant to Part 137 unless the matter is one for which the program does not apply. Generally, if there is a fee dispute between the Client and the Firm with respect to a fee which is between \$1,000 and \$50,000, and Client so desires, the fee dispute will be resolved through arbitration if initiated by the Client. Arbitration of fee disputes are permitted at the attorney's request if the Client agrees. The Firm's participation in arbitration is mandatory if requested by the Client in a matter for which the Fee Dispute Resolution Program applies.

9. **Conflict of Interest.** Legal conflicts of interest have become an increasingly difficult problem for law firms and their clients. It is our ethical obligation to advise you in the event we become involved in an engagement which is directly adverse to you. Currently, we do not believe that a conflict exists which would preclude the Firm's representation of you in these matters. We will make every effort, however, to identify any conflict situations promptly should they arise and will establish appropriate mechanisms to safeguard your interest in that unlikely event.

However, conflicts of interest are at times extremely difficult to identify and can sometimes arise as a result of client activities or other developments of which we may be unaware. This is particularly true as law firms, as well as their clients, merge or consolidate. Therefore, we are undertaking this representation with the understanding that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to yours. We agree, however, that this agreement shall not apply in any instance where as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client, could be used in any such other matter by such client to your material disadvantage.

It is understood that in the past, the Firm has represented clients against the City of Glen Cove. It is agreed that any remaining pending cases will be assigned to legal counsel that has no professional relationship to the Firm. The Firm will no longer represent any client against the City of Glen Cove, whether it be a tax certiorari matter or other legal matter.

10. **Means of Communication.** This Firm uses facsimile transmissions, e-mail, cellular and other mobile communications devices. These methods of communication are not guaranteed to be secure. If you wish that a particular communication be conducted in a more secure format, you will give us prior notice and make appropriate arrangements.

11. **Applicable Law.** In the event of any dispute regarding this agreement or the Firm's representation of you in this matter, New York law will apply.

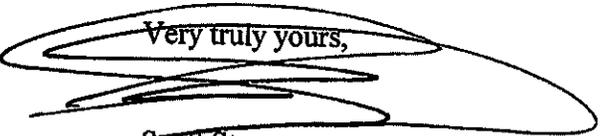
If you have any questions about the terms of our agreement as set forth in this letter, please call me to discuss them. You have the right to consult another attorney to advise you concerning your agreement with us, and we encourage you to do so if you think that would be helpful to you.

After you have reviewed this letter and satisfied yourself that you understand its provisions please confirm your agreement to its terms by signing the enclosed copy of this letter at the place provided.

Page 4

Thank you for the opportunity to represent you. We appreciate your confidence in selecting our Firm as counsel and look forward to working with you.

Very truly yours,


Scott Stone

Terms Agreed and Accepted

City of Glen Cove

By: _____

Resolution 6-T



CALL DAY
OR NIGHT



TERMITE CONTROL
BIRD PROOFING
PEST CONTROL

EXECUTIVE OFFICES

287-289 BROADWAY, LYNBROOK, NY 11563-0864
P.O. BOX 884
(516) 593-7770 FAX (516) 593-3581
www.arrowexterminatjng.com

78176

COMMERCIAL - INDUSTRIAL PEST CONTROL PROPOSAL

Proposal to: Glen Cove Senior Center

D.B.A.: _____

Address: 130 Glen St

Town: Glen Cove Ny Zip: 11542

Cross Street: Cove Street

Area(s) covered in this proposal: entire building

(If different)

Names of Contacts: Christie Rice Title: Exec Director

Vincent Martini Title: Working Supervisor

Our services shall consist of an intensive initial treatment followed by regular inspection and treatment on any day from Monday to Friday, between the hours of 9:00 AM and 4:00 PM on a scheduled day. Frequency of service shall be: Monthly. If other arrangements are required, note in space below:

This service covers control of only the following pest(s): spiders, ants, mice, roaches and

ADDITIONAL SERVICE: A charge will be made for extra service when requested in addition to the regular scheduled service. This charge will be determined by the time, material and labor required for the additional service.

You may obtain the above Pest Control Service from 2/2020 thru 1/2021 for the total sum of \$_____. It is agreed that this entire sum is due and payable at completion of the initial treatment, but at the discretion of Arrow Extermination CO., Inc. will be paid \$ 895.00 for the Initial Intensive Treatment and \$ 175.00 monthly each service for the Regular Treatment. All prices subject to tax.

LATE CHARGE of 1 1/2% WILL BE IMPOSED ON ALL BALANCES OVER 60 DAYS OLD. Should this account be placed with an attorney for collection, customer agrees to pay all collection expenses including a reasonable attorney fee.

After the first year, the regular treatments will continue until either of us terminates this agreement by giving thirty days written notification to the other. If this contract is terminated by customer before one year of service, the customer agrees to pay a cancellation fee equal to two months service. See other side for 72 hour cancellation clause.

Proposal Accepted:

Submitted by:

Authorized Signature: X

ARROW EXTERMINATING CO., INC

Name Printed: _____

By: Mika White / j8

Title: _____

Date: 2/7/20

Purchase Order #: _____

This proposal must be reviewed by an officer of the corporation and this contract is effective on such signing.

Business Phone: (516) 322-4219

Home Phone: _____

Signature Title Date

NASSAU

- Port Washington ... (516) 787-2777
- Great Neck ... (516) 829-1777
- Long Beach ... (516) 432-7788
- Freeport ... (516) 593-7770
- Lynbrook ... (516) 593-7770
- Hicksville ... (516) 932-7770
- Hempstead ... (516) 485-2221
- 5 Towns ... (516) 791-7770



NEW YORK CITY

- (718) 474-3336
- (718) 297-8111
- (212) 223-4220

SUFFOLK

- Patchogue ... (631) 854-0110
- Babylon ... (631) 661-5330
- Smithtown ... (631) 361-7888
- Huntington ... (631) 385-4644



P.O. Box 7021
Wantagh, NY 11793



(516) 509-8362



PEST CONTROL SERVICE ESTIMATE

NAME / BUSINESS Glen Cove Senior Center			REFERRED BY		
STREET ADDRESS 130 Glen St			EMAIL Ssoter@glencoveny.gov		
CITY Glen Cove	STATE NY	ZIP CODE 11542	BILLING ADDRESS		
HOME / WORK PH (516) 759-9610	MOBILE PH	CITY	STATE	ZIP CODE	
CONTACT	CONTACT PH	CONTACT	CONTACT PH		

PESTS TO BE CONTROLLED

<input type="checkbox"/> Carpenter Ants	<input checked="" type="checkbox"/> Roaches	<input type="checkbox"/> Carpenter Bees	<input type="checkbox"/> Spiders	<input type="checkbox"/> Crickets
<input type="checkbox"/> Ants	<input type="checkbox"/> Fleas	<input type="checkbox"/> Bumble Bees	<input type="checkbox"/> Hornets	<input type="checkbox"/> Raccoons
<input type="checkbox"/> Termites	<input type="checkbox"/> Mosquitoes	<input type="checkbox"/> Yellow Jackets	<input checked="" type="checkbox"/> Mice	<input type="checkbox"/> Squirrels
<input type="checkbox"/> Bed Bugs	<input type="checkbox"/> Wasps	<input type="checkbox"/> Cicada Killers	<input checked="" type="checkbox"/> Rats	<input type="checkbox"/> Beetles
<input type="checkbox"/> Other: _____				

PRODUCTS TO BE USED

<input type="checkbox"/> Talstar P	<input type="checkbox"/> Contrac Blox	<input type="checkbox"/> Phantom Termiteicide	<input type="checkbox"/> Tempo	<input type="checkbox"/> Advion Roach Gel
<input checked="" type="checkbox"/> Advance TBC	<input type="checkbox"/> Ecovia EC	<input type="checkbox"/> Premise Termiteicide Foam	<input type="checkbox"/> P.I.	<input type="checkbox"/> Naturicide All-Purpose
<input type="checkbox"/> Terro Liquid Bait	<input type="checkbox"/> Temprid SC	<input type="checkbox"/> Precor 2000	<input type="checkbox"/> Other: _____	

GUARANTEE

<input type="checkbox"/> None	<input type="checkbox"/> One-time	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 90 Days	<input checked="" type="checkbox"/> 1 Year
<input type="checkbox"/> None	<input type="checkbox"/> One-time	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 90 Days	<input type="checkbox"/> 1 Year
<input type="checkbox"/> None	<input type="checkbox"/> One-time	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 90 Days	<input type="checkbox"/> 1 Year

RECURRING SERVICE AGREEMENT

<input type="checkbox"/> Organic Mosquito Control	Every _____ weeks
<input type="checkbox"/> Quarterly Pest Control	Organic? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Termite Control	Every 3-4 months (billed annually)

ESTIMATE NOTES

Organic Mosquito Control: \$ _____ x _____ (# of visits)
 Prepaid Discount: \$ _____ or _____ %
 Quarterly Service (Initial): \$ _____ (Includes 1st quarter)
 Quarterly Service: \$ _____
 Termite Control: \$ _____
 Termite Renewal: \$ _____
 Combo Discount: \$ _____ or _____ %
 Pest(s) _____ \$ _____ One Year Guarantee

INITIAL SERVICE INCLUDES THE FOLLOWING: APPROX 52 RODENT BAIT STATIONS IN BASEMENT CEILING AND 12 EXTERIOR RODENT STATIONS ON SIDES AND BACK OF BUILDING AS WELL AS BY DUMPSTER AREA. KITCHEN AREA WILL BE TREATED FOR INSECT CONTROL AS WELL AS RODENT STATIONS PLACED FOR MICE. RODENT PROOFING WILL BE DONE ON EXTERIOR. MONTHLY SERVICE WILL INCLUDE CHECKING EXTERIOR RODENT STATIONS, INTERIOR STATIONS IN KITCHEN AND TREATING KITCHEN FOR INSECTS. IF THE OCCASIONAL TREATMENT IS NEEDED IN ANY OTHER PART OF THE BUILDING THIS WILL BE INCLUDED. PLEASE CALL, TEXT, OR REPLY TO THIS EMAIL WITH ANY QUESTIONS. THANK YOU

RECURRING SERVICE CHARGES

Service	Cost	Tax	TOTAL
Monthly Service	\$195.00	\$16.82	\$211.82

COST OF SERVICES

Initial Charge:	\$975.00
<input checked="" type="checkbox"/> 8.625% Tax:	\$84.09
Total:	\$1,059.09
Deposit:	
BALANCE DUE:	\$1,059.09



January 27, 2020

Glen Cove Senior Center
130 Glen St.
Glen Cove, Ny 11542

RE: Rodent control services at 130 Glen St. Glen Cove, NY 11542

To Whom It May Concern:

Rest Easy Pest Control (REPC) is pleased to submit the following proposal for pest control at the above location. It is understood that the following proposal does not include treatment for fabric, grain, parasitic, and wood destroying insects.

Specifications:

1. **Rest Easy Pest Control, LLC** proposes pest control services for rodent activity at the address stated above. REPC recommends installing 9 Tamper resistant bait stations (TRBS) on the exterior of the building. The technician will strategically place the stations to ensure the most effective outcome. The technician will also bait the kitchen area with 4 mechanical 24/7 traps as well as placing 12 additional traps in the basement and boiler rooms. Exclusion work will also be done during this visit. The initial price for this service, including all equipment is \$900.00.
2. **Rest Easy Pest Control, LLC** proposes pest control services one-time per month at the above referenced address. During these visits the technician will be checking all bait stations and traps and rebaiting and/or replacing equipment as necessary. Exclusion work will be done as needed during these visits as well. The price per month for this service will be \$300.
3. **REPC** reserves the right to determine and implement the most effective and efficient control method or methods within the perimeters of Federal and local regulations. **REPC** shall be duly certified by New York State to perform in all areas of work that may be required. **REPC** shall provide all necessary Certificates of Insurance upon request.

Please sign and return the enclosed copy.

Sincerely,

Glenn Bartha
Glenn Bartha

Approved By: _____

Start Date: _____